

OFFICIAL COPY

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

BOARD OF EDUCATION

COMMUNITY HIGH SCHOOL DISTRICT NO. 117

LAKE VILLA, ILLINOIS

AND

DISTRICT 117 EDUCATION ASSOCIATION

2008-09

2009-10

2010-11

2011-12

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ARTICLE 1

PARTIES TO THE AGREEMENT

1.1 Parties to Agreement

This Agreement made and entered into this 1st day of July, 2008, by and between the Board of Education of Community High School, District No. 117, State of Illinois (hereinafter referred to as the “Board”) and the District 117 Education Association, affiliate of the Illinois Education Association and the National Education Association (hereinafter referred to as the “Association”).

ARTICLE II

PREAMBLE AND PURPOSE CLAUSE

Whereas it is the desire of the parties to this Agreement to continue to work together harmoniously and to promote and maintain relations between the Board and the Association which will serve the best interests of all concerned, now therefore, the parties hereto agree as follows:

The Board and the Association do hereby agree that the welfare of the pupils is paramount in the operation of the school and will be promoted by both parties.

ARTICLE III

RECOGNITION

3.1 Recognition

The Board hereby recognizes the Association as the sole and exclusive negotiating representative for all regularly employed certificated personnel and all regularly employed educational support personnel in the district excluding the Superintendent of Schools, Business Manager, Principal, Associate Principals, Assistant Principals, Directors, Department Chairs, Deans, Executive Assistant, Administrative Assistants, Allendale/Gateway Secretary and District Network and Desktop Specialist, and any other supervisors, managerial, confidential, short-term employees, and students.

3.2 Exclusive Representation

The Board agrees not to negotiate with any teachers’ or educational support personnel (ESP) organization, individual teacher, ESP, or group of teachers or ESP, other than the recognized Association for the duration of this agreement. Nothing contained herein shall be construed to prevent any individual employee from presenting a concern and having the matter adjusted without intervention of the Association: however, the

Association must be given an opportunity to be present at any meeting in which such adjustment may either be considered or acted upon.

At the same time, it should be made clear that it is the intention of the Board to make adjustments consistent with the terms of this agreement entered into with the Association. Any adjustments made shall be communicated to the President of the Association.

It is understood that all negotiations under this agreement are to be conducted with designated representatives of the Board and with designated representatives of the Association. Either party may select whomever they wish to represent them in negotiations.

3.3 Association Duty of Representation

The Association shall represent all personnel in the defined unit regardless of membership in the Association and without discrimination and all regularly employed educational support personnel in the district employed by the Board excluding those identified in 3.1.

3.4 Fair Share

Each Bargaining Unit Member, as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Association or pay a fair share fee to the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state and national dues. Exception: Tenured, non-members during the 1986-87 school term shall be excluded from the provisions of the article until such time as they leave the District or voluntarily become members at any time during their employment.

In the event that the Bargaining Unit Member does not pay his/her fair share fee directly to the Association by a certain date as established by the Association, the Board shall deduct the fair share fee from the wages of the non-member.

Such fee shall be paid to the Association by the Board no later than ten (10) days following deduction.

In the event of any legal action against the Board brought in a court or administrative agency because of the Board's compliance with this Section, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

- a. The Board gives immediate notice of such action in writing to the Association, and permits the Association intervention as a party if it so desires, and
- b. The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.

The Association agrees that in any action so defended, it will indemnify and hold harmless the Board from any liability for damages, attorneys' fees and costs imposed by, or incurred as a result of, a final judgment of a court or administrative agency, or a settlement, as a direct consequence of the Board's compliance with this Section.

It is expressly understood that this save harmless provision will not apply to any claim, demand, suit, or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's negligent execution of the obligations imposed upon it by this Section.

The obligation to pay a fair share fee will not apply to any Employee who, on the basis of a bonafide religious tenet or teaching of a church or religious body of which such Employee is a member, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collection of the entire fee, the Association will make payment in behalf of the Employee to a mutually agreeable non-religious charitable organization as per Association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.

ARTICLE IV

UNINTERRUPTED SERVICE

4.1 Obligation of Association

The purpose of this Agreement is to insure peaceful, orderly and efficient labor relations. In support of that purpose, it is the intent of the parties to set forth in this Article the obligation of the Association and the employees it represents regarding the duty of uninterrupted service during the term of this Agreement and the procedure to be followed in the event of a violation of this Article.

4.2 No Interference

The Association will not cause or permit its members to cause, nor will any member of the Association take part in any sit-down, stay-in, or slowdown affecting any attendance center operated by the Board or any curtailment of work or restriction of services or interference with the operations of the Board in any manner in those areas affecting teacher responsibility. The Association and its parent bodies will not engage in formal sanctions for the duration of the agreement.

4.3 Violation of Agreement

In the event of any action in violation of this Agreement, the Association will post notices immediately at any and all schools affected, advising that such action is in violation of this Article, and unauthorized by the Association and the Association will advise such employees to return forthwith to their regular duties. If the Association takes the foregoing steps and has not otherwise acted in violation of its obligations under this Article, it shall not be liable in any way for such activities. The Association will not support the action of any employee taken in violation of this Article nor will it directly or indirectly take reprisals of any kind against an employee who continues or attempts to continue the full, faithful and proper performance of his or the Board's contractual duties and obligations or who refuses to participate in any of the activities prohibited by this Article.

ARTICLE V

IMPASSE PROCEDURE

5.1 Mediation

In the event the Illinois Educational Labor Relations Board invokes mediation, both parties will jointly request the mediation services of the Federal Mediation and Conciliation Service prior to resorting to the mediation services provided by the Illinois Educational Labor Relations Board. This provision shall not be construed to limit the right of either party to declare impasse as prescribed by law and mutually agree upon a mediator.

ARTICLE VI

RATIFICATION PROCEDURE

6.1 Ratification Procedure

When a tentative agreement is reached, it shall be presented to the Association and Board for ratification in the following manner:

A ratification meeting of the Association shall be held within seven (7) working days after tentative agreement is reached. Both negotiating teams shall recommend passage to their respective bodies. If successfully ratified by the Association, the tentative agreement will then be submitted to the Board at its next regularly scheduled or specially called meeting for the purpose of ratification, to be called within seven (7) working days after Association ratification.

ARTICLE VII

RIGHTS AND RESPONSIBILITIES

7.1 Board Rights

The Board retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the statutes of the State of Illinois.

7.2 Grievance Exemption

In addition, except as specifically abridged, delegated, granted or modified by this agreement, all of the rights, powers and authority the Board had prior to reaching this agreement are retained by the Board and remain exclusively and without limitation within the rights of the Board, which are not subject to the grievance procedure.

7.3 Negotiation Authority

Both parties agree that it is their mutual responsibility to confer upon their respective representatives the necessary power and authority to make proposals, consider proposals, make counter proposals in the course of negotiations, and to reach tentative agreements which shall be presented respectively to the Board and Association for ratification.

7.4 Freedom of Association

The Board agrees that employees shall have the right to organize, join and assist the Association, to participate in professional negotiations with the Board through representatives of their own choosing.

7.5 Association Communications

a. Mailboxes

Authorized representatives of the Association shall have the right to place a reasonable number of announcements in faculty mailboxes.

b. Bulletin Boards

The Association shall be provided with bulletin board space in each employee lounge or other mutually agreed upon location. No person except an Association designee shall add or remove material from the bulletin board space allotted to the Association. Any material placed on the bulletin board shall be professional in appearance and substance.

c. **Electronic Mail**

The Association shall be allowed to send group mailings to its membership using electronic mail provided by the District. The Association acknowledges that electronic mail is not confidential and the Association shall hold the Board harmless for any and all transmission failures associated with the electronic mail system. The Association shall have the responsibility of keeping the group mailing list up to date.

7.6 School Facilities

Only authorized representatives of the Association will use school facilities for Association announcements and all material so disseminated will relate only to the Association's official business as negotiating representative of those employees identified in 3.1 for wages, hours, terms and conditions of employment. The Board cannot assume the responsibility for delivering notices through its school delivery service for Association purposes.

7.7 Meeting Bell Schedule

In the months of August, October, November, December, January, February, March, April, and May, the Association will be granted one hour of uninterrupted meeting time on in-service, PSAE, or final exam days.

- On an institute day, the Association will be given the first time slot after introductions and welcoming comments by the administration.
- During first semester final exams, the Association meeting may be scheduled for the last exam day starting after lunch.
- During second semester final exams, the Association meeting will be scheduled for either the first or second day of exams starting after lunch.
- For all other times that an Association meeting may be scheduled in conjunction with other in-service programs, the Association will be given the first time slot.

The Board will permit the Association to use its facilities for such meetings provided the same are available. When special custodial service is required, the Board may make a reasonable charge for this service. The Association acknowledges the need of the school district to maintain school operations during this time period and that some Association members will be required to work during this time period. The Administration will designate what areas must be staffed.

ALLENDALE/GATEWAY TEACHERS - Teachers in the bargaining unit who are assigned to work at Allendale or Gateway Schools may apply for a substitute at least two (2) days prior to such meeting and shall be dismissed sufficiently early so as to allow prompt attendance at the Association meeting.

7.8 **Right to Information**

The President of the District 117 Education Association will be given copies of all officially approved Board of Education minutes. The agenda made available to the public for the regular and special board meetings will be distributed to the President of the Association in advance of said meetings. The President of the Association may request a meeting with the Superintendent to discuss the agenda prior to the Board meeting. Copies of the public agenda will be distributed at the meeting to teachers in attendance.

Within a reasonable period, the Board shall furnish the Association President with the following documents:

- A. Board agenda packets, excluding information deemed confidential by the Board.
- B. Official minutes of Board meeting excluding minutes of meetings closed to the public.
- C. Monthly statement of financial position.
- D. School policy manual and revisions.
- E. Annual auditor's report.
- F. Tentative budget.
- G. Final budget.
- H. Faculty lists with home addresses and telephone numbers (unless unlisted) including newly hired teachers.
- I. Any data relevant to negotiations or necessary for the proper enforcement of the term of this agreement subject to the following:
 - 1. The written request sufficiently specifies the relevant data; and
 - 2. The scope and amount of data requested are not unduly burdensome; and
 - 3. The request does not unreasonably infringe on an individual employee's right to privacy unless such individual consents to disclosure in writing; and
 - 4. Provided the data is maintained by the Board.

7.9 **Employment Discussions/Student Presence**

The Association agrees that matters relating to supervisor-employee or Board-employee relationships, with respect to collective bargaining, shall not be discussed in the presence of students.

7.10 Non-Discrimination

The parties agree that no member of the Association negotiating unit shall be discriminated against by reason of membership in the Association or participating in Association activities which are not in conflict with the employee's duties or do not adversely affect employee's performance. The parties agree that no member of the Board or Administration, or members of their immediate families shall be discriminated against by reason of their membership on the Board or Administration or participating in their respective duties, by any member of the Association.

7.11 Supplies/Materials Reimbursement

The Association agrees to reimburse the School District for reasonable costs of supplies and materials provided such costs are uniquely attributable to the exercise of Association business.

7.12 Work Load

The full-time teacher work load shall consist of eight (8) periods which shall include five (5) instructional periods or four and a half (4 ½) instructional periods and a half period for advisory or the equivalent, one (1) assigned supervision period, one (1) preparation period, one (1) duty-free lunch period plus professional responsibilities prior to and following the teacher's normal work load, but not to exceed length of workday referred to in 7.13. Supervision periods may be less than a full period.

7.13 Length of Workday

The length of the workday for all teachers shall not exceed eight (8) consecutive hours including preparation periods, supervision duties and lunch periods. A teacher may leave the building during the school day if s/he signs out in the main office and leaves only during an unscheduled period or lunch period and notifies his/her supervisor. Classes offered outside the normal schedule shall be assigned on a voluntary basis unless staffing needs exceed the number of qualified volunteers.

7.14 Docked Pay

Whenever a teacher is to be docked per diem pay, as provided by the terms of this contract or by Board policy, each day's docked sum shall be 1/180th of the teacher's base pay.

7.15 Parking Facilities

The Board shall make a reasonable effort to provide adequate parking for the employees in a nearby, supervised, off-street parking area.

7.16 Notification of Vacancies

Notification of teaching, ESP and increment vacancies shall be by means of posting a notice of vacancy on the District e-mail and website (www.d117.org) with a copy to the Association President. Responses to these vacancies shall be made in writing within ten (10) working days of posting. These time frames will not apply when an emergency or last minute vacancy does not provide enough time to fulfill this clause. The Board and/or Administration will notify the Association in writing to justify the emergency action.

7.17 Teacher Tutoring

Recognizing a professional responsibility to aid students, teachers will make every effort to be available for tutoring of students either before, during, or after school.

7.18 Last Day of School Year

Teachers shall be allowed to leave the building on the last day of second semester final exams after the last scheduled examination period provided that such teachers who exercise this release time option shall complete all professional responsibilities relating to the closing of the school year no later than the end of the next work day.

7.19 Dining Area

The Board will provide a dining area for the use of its staff with adequate space and dining facilities separate from the facilities used by students for dining.

7.20 Teacher Secretary/ Work Area

The Board will provide appropriate clerical support for the teachers and will maintain a work area with appropriate equipment to aid the teachers in preparation of their duties. However, the extent of the aforementioned clerical support, work area and equipment support shall be subject to reasonable financial constraints as determined within the sole discretion of the Board.

7.21 Class Size

The Board and the teachers acknowledge that limits on class size represent desired objectives. In the event enrollment projections indicate a teacher's average class size for the next succeeding school year will exceed the optimum class size, the Principal or designee shall promptly arrange a meeting with such teacher for the purpose of discussion and input. The Principal shall apprise such teacher of his/her recommendations to the Board for staffing and enrollment prior to consideration of the same by the Board. (Optimum size shall be determined by considering the facilities, finances and educational needs of the District.)

7.22 Evaluation Plan

The Community High School District #117 Evaluation Plan shall not be altered without the approval of the Board, the Association, and the State Board of Education and the plan shall be consistent with Public Act 84-126 and the State Board of Education Text of Proposed Rules.

7.23 Tenure

The Association reserves the right to formulate and present for negotiation a proposal to the Board regarding tenure, due process and job security in the event the statute governing tenure is changed by legislation or court decision.

7.24 Part-Time Teacher Responsibilities

Part-time teachers are responsible for teaching each assigned class and for being in the building during assigned preparation periods and/or supervision: e.g., a teacher who teaches three (3) classes must be in the building for the three classes taught and on three (3) days per week must be in the building for four (4) periods.

Part-time teachers are responsible for meeting with parents of students in their classes at “Back to School Night” and for meeting with their students and/or parents upon request. Any responsibilities dealing with classes taught and/or students taught remain the responsibility of the part-time teacher.

Part-time teachers are expected to attend institute days, staff meetings, department meetings and half-day workshops, unless prior arrangements have been made with the principal.

7.25 Full-Time Teacher to Part-Time

Teachers desiring to go to part-time status for the next school year must make their request in writing to the Superintendent no later than March 1.

7.26 Building Assignments

1. Voluntary Transfer Between Buildings

- a. Teachers, on an annual basis, may request a voluntary transfer between buildings for the following school term provided a vacancy exists and that the request is placed in writing and submitted to the designated administrator no later than April 1st of the preceding school year.

The Administration shall determine whether or not to grant a teacher’s timely submitted building transfer request after it considers the following factors: overall distribution of experience levels at each building; each individual teacher’s experience; strengths and weaknesses; number of teachers needed at each location; certification and legal qualification

requirements; number of preparations; effect on extra-curricular assignments; scheduling factors; and seniority in the District.

If the transfer is not granted, the teacher, upon written request, shall receive the reason(s) in writing within 14 calendar days of the date on which the written request is received by the Administration.

This subsection does not apply to changes of assignment requested within each building.

Transfer requests submitted after the April 1st deadline may be considered, but application of the provisions of this subsection shall be at the discretion of the Administration.

- b. Educational Support Personnel, on an annual basis, may request a voluntary transfer between buildings for the following school term provided a vacancy exists and that the request is placed in writing and submitted to the designated administrator no later than April 1st of the preceding school year.

The Administration shall determine whether or not to grant an educational support personnel's timely submitted building transfer request after it considers the following factors: overall distribution of experience and skill levels at each building, each individual ESP's experience, strengths and weaknesses, number of ESPs needed at each location for a particular service, qualifications of the ESP, including special expertise and interest, preference of administrator, and seniority in the District.

If the transfer is not granted, the ESP, upon written request, shall receive the reason(s) in writing within 14 calendar days of the date on which the written request is received by the Administration.

This subsection does not apply to changes of assignment requested within each building.

Transfer requests submitted after the April 1st deadline may be considered, but application of the provisions of this subsection shall be at the discretion of the Administration.

2. Involuntary Transfer Between Buildings

- a. Before any involuntary transfer of a teacher from one building to the other becomes necessary, the Administration shall first consider qualified volunteers, by posting the vacant position internally for five (5) days. Involuntary transfers shall be made in accordance with the following criteria: overall distribution of experience levels at each building, each individual teacher's experience, strengths and weaknesses, number of teachers needed at each location, certification and legal qualification

requirements, number of preparations, effect on extra-curricular assignments, scheduling factors, and seniority in the District.

Any teacher, who is involuntarily transferred, upon written request, shall receive the reason(s) in writing within 14 calendar days of the date on which the written request is received by the Administration. Said teacher shall also be entitled to continue his or her extra-curricular assignment.

This subsection does not apply to changes of assignment within each building nor transfers as a result of reduction-in-force.

- b. Before any involuntary transfer of an ESP from one building to the other becomes necessary, the Administration shall first consider qualified volunteers, by posting the vacant position internally for five (5) days. Involuntary transfers shall be made in accordance with the following criteria: overall distribution of experience and skill levels at each building, each individual ESP's experience, strengths and weaknesses, number of ESPs needed at each location for a particular service, qualifications of the ESP, including special expertise and interest, preference of administrator, and seniority in the District.

Any ESP, who is involuntarily transferred, upon written request, shall receive the reason(s) in writing within 14 calendar days of the date on which the written request is received by the Administration. Said ESP shall also be entitled to continue his or her extra-curricular assignment.

This subsection does not apply to changes of assignment within each building nor transfers as a result of reduction-in-force.

3. Travel Between Buildings

Teachers who are regularly required to travel between the District's High Schools as a result of being at both District High Schools on the same day for their regular school day assignments (excluding co-curricular assignments) shall be reimbursed for travel between such high schools at the rate of \$110 per semester.

ARTICLE VIII

GRIEVANCE PROCEDURE

8.1 Definitions and Understandings

- a. A grievance is defined to be a complaint by any employee or the Association based on an event or condition which is claimed or considered to be a violation, misinterpretation, or misapplication of this Agreement.
- b. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member

of the administration and having the grievance adjusted without intervention of the Association provided the adjustment is not inconsistent with the terms of this Agreement. The Association may be present at all such meetings.

- c. It is agreed that no grievance shall be presented hereunder which occurred prior to the effective date of the Agreement.

- e. Re-employment of probationary employees is not a proper subject for grievances under the grievance procedure.

8.2 Time Limitation

It is agreed that any grievance must be presented under the process of this Article in writing on the forms attached in Appendix C, or forms substantially similar to those forms in Appendix C, which will be available in the Office of the Principal, and within the prescribed time limitations. All days shall mean those work days when the business office is operating. Any grievance not presented by the employee or Association within the time limitations shall be considered settled on the basis of the decision which was not appealed or shall be deemed settled on the basis of the decision in the last step to which the grievance was carried and shall not be further appealed or filed as a new grievance. Time limits in the appeal steps may be extended by mutual consent of the parties.

8.3 Informal Procedures

The parties hereto acknowledge that it is usually most desirable for an employee and the employee's immediate supervisor who was involved with the subject matter of the grievance to resolve problems through free and informal communications. If, however, the informal process fails to satisfy the employee or the Association, a grievance may be processed as follows:

8.4 Formal Procedures

Step 1.

A grievance must be submitted in writing, on forms available in the Office of the Principal (copy attached in Appendix C-I, or in a format substantially similar to the forms in Appendix C-I), to the immediate supervisor within fifteen (15) days from the alleged occurrence or when the grievant reasonably should have known of the incident. If the immediate supervisor is the principal, the grievance will be filed at Step 2. Such grievance shall specify the Article, Section or provision of the Agreement alleged to have been violated, the facts underlying the allegations and the remedy sought. The immediate supervisor will arrange for a meeting to take place within ten (10) days after receipt of the grievance to discuss the claim. The supervisor shall provide the employee and the Association a written response within ten (10) days of the meeting.

Step 2.

If the grievance is not settled at Step 1, the employee or Association may appeal the grievance, on forms available in the Office of the Principal (copy attached in Appendix C-II, or in a format substantially similar to the forms in Appendix C-II), to the building principal. The grievance must be filed within ten (10) days from the receipt of the decision rendered in the preceding step. The principal will meet with the grievant and make a reasonable attempt to settle the grievance within ten (10) working days of receipt of the appeal at Step 2. Within ten (10) days of the meeting, the employee and the Association will be provided with the written response of the principal.

Step 3.

The employee or Association may appeal the grievance to the Superintendent or designee, on forms available in the Office of the Principal (copy attached in Appendix C-III, or in a format substantially similar to the forms in Appendix C-III). The grievance must be filed within ten (10) days from the receipt of the decision rendered in the preceding step. The Superintendent or his/her designated representative will meet with the grievant in ten (10) days of the receipt of the appeal at Step 3. Within ten (10) days of the meeting, the employee and the Association will be provided with the written response of the Superintendent or designee.

Step 4.

If the grievance is not settled at Step 3, the Association and the Board may voluntarily agree to mediate the grievance and, thereafter, mutually agree upon a mediator. The costs of mediation including the cost of the mediator shall be divided equally between the parties. Each party shall bear their own costs of representation in the mediation.

Step 5.

If the grievance is not settled at Step 3 or Step 4, the Association may submit the grievance to final and binding arbitration with the American Arbitration Association (AAA) to act as the administrator of the proceedings. If such a demand is not filed within thirty (30) days from the Step 3 answer (in the event the parties have not agreed upon mediation within such 30 day period) or within thirty (30) days of a written notification by either party that the Step 4 mediation has been unsuccessful (in the event parties agreed to utilize mediation as provided in Step 4), the grievance shall be deemed withdrawn. The arbitrator will base his decision solely upon his interpretation of the meaning or application of the specific terms of this Agreement to the facts of the grievance presented. The Arbitrator will have no power to alter, amend, modify or add to the terms of this Agreement.

8.5 Additional Grievance Provisions

- A. Association Representation.** The Board acknowledges the right of the Association's grievance representative to participate in the processing of a grievance at any level. It is further understood that no employee shall be required to discuss any grievance if the Association representative is not given the opportunity to be present.

- B. By-Pass.** Provided the Association and the Superintendent agree, Step 1 of the grievance procedure may be bypassed and the grievance brought directly to the next level. Grievances involving more than one supervisor may be filed by the Association at Step 2 or 3.
- C. No Reprisals.** No reprisals of any kind shall be taken by the Board of Education or the school administration against any employee because of his/her participation in any of these grievance procedures, except if such action is in violation of this agreement.
- D. Duty of Cooperation.** The Board and the Administration shall cooperate with the Association in its investigation of any grievance and shall furnish the Association with such information as is requested for the processing of any grievance, provided such information is maintained by the Board, is available, and is reasonably related to the grievance. The Association shall extend the same cooperation to the Board. Any information requested shall be provided within four (4) working days.
- E. Separation of Documents.** All documents, communications, and records dealing with the processing of a grievance shall be kept separate from the personnel files of the participants and shall be maintained by the Board, unless the parties mutually agree otherwise.
- F. Grievance Withdrawal.** A grievance may be withdrawn in writing, on forms attached in Appendix C which will be available in the Office of the Principal, at any level without establishing precedent.
- G. Investigation/Process Time.** Investigation or processing of any grievance shall normally be carried out on the teacher's own time, after school hours. However, with prior written approval of the Superintendent, affected personnel may investigate or process a grievance on school time without loss of salary.
- H. Grievance Location.** All official meetings concerning grievances as detailed in Article Eight will be held in Community High School District #117 unless mutually agreed to otherwise.
- I. Costs.** Each party shall bear the full costs for its representation in the arbitration. The cost of the arbitrator, the AAA and a court reporter will be divided equally between the parties. If either side requests a transcript, that side shall bear the full costs of transcript. If both parties order a transcript, the cost of the transcript will be divided equally between the Board and the Association.

ARTICLE IX

ADMINISTRATIVE/EMPLOYEE RELATIONS

9.1 Association/Administrative Meetings

There shall be a Discussion Committee formed, as described below, at which representatives of the Association and the administration, shall, unless mutually agreed otherwise, meet not less than once monthly for the purpose of discussing problems within the district. More frequent meetings may be held upon the written request of either side if mutually agreed. Specific dates, times and location of the monthly meetings and any additional meetings shall be by mutual agreement.

Committee Composition

The Discussion Committee will be comprised of fourteen (14) members, five (5) representing the administration and nine (9) representing the Association.

- The administration representatives will be the Superintendent, Assistant Superintendent, Business Manager, and the Principals of each high school.
- The Association representatives will be the Association President, the Association's Building President from each high school, two (2) teachers from each high school, and one (1) educational support staff representative from each high school. The teachers and support staff representatives shall be chosen by the Association, and the Superintendent shall be notified of the employees who will be such representatives. Support staff representatives shall receive compensatory time off for time spent in Discussion Committee meetings, unless they are precluded by law or Board Policy from taking compensatory time off, in which case they shall be paid for Discussion Committee meeting time on an hourly basis.
- Such representation, however, does not preclude the Committee from inviting other employees to participate, depending on the topic(s) under discussion. The Superintendent and the Association President shall, prior to any Committee meeting, confer and agree to the inclusion of such other employees in the meeting.

Meeting Dates	<p>The Committee will meet six (6) times per year as follows:</p> <ul style="list-style-type: none"> • Once in September, • Once in October, • Once in November or December, • Once in January or February, • Once in March or April, and • Once in May. <p>The Superintendent and the Association President will meet prior to the beginning of the school year (before the first day for teachers to report) and determine the date of the first meeting of the school year. At the first meeting, the committee will set meeting dates for the remainder of the school year. Additional meetings, as needed, may be scheduled in accord with the provisions of Article 10.</p>
Meeting Place/Time	<p>Meetings will be held in District Administrative Office, or other agreed upon location. All meetings will begin at 3:15 p.m. and will end no later than 5:00 p.m., unless a majority of the Committee, present at a specific meeting, votes to extend the ending time.</p>
Meeting Agenda	<p>No later than one (1) week prior to the meeting date the Superintendent, or an administrator designated by the Superintendent, and Association President, or other teacher designated by the President, will meet for the purpose of developing the agenda for the meeting. The agenda will be distributed to all staff and administrators prior to the meeting. Items may be added to the agenda at the time of the meeting if mutually agreeable.</p>
Meeting Minutes	<p>Minutes of Discussion Committee meetings will be prepared by the Superintendent for distribution to all faculty, staff, administrators, and members of the Board of Education. Minutes will be distributed within one (1) week following the meeting. The Superintendent and Association President will review and finalize the minutes prior to distribution.</p>
Meeting Topics	<p>The Committee will discuss only those topics which are district wide issues. Individual and/or department issues will not be accepted for</p>

placement on the agenda. The following are illustrative, not inclusive, of the topics which may be discussed.

- Calendar, including Association meetings
- Curriculum
- Schedule
- Staff Development
- Community Relations
- Communications
- Recognition Programs
- Contract Clarification, if mutually agreed to by the Association President and the Superintendent
- Technology
- Response to Intervention (RtI)

The existence of the Discussion Committee does not prevent the formation of ad hoc, or other committees, which may from time to time be necessary. Such other committees may, in fact, be formed as a result of the action(s) of the Discussion Committee.

9.2 Student Achievement Committee

The Board and Association shall establish a Student Achievement Committee whose purpose is to recommend to the Board programs, methodologies or strategies for improving student achievement after it measures the current level of student achievement, monitors student achievement, and researches ways of improving student achievement. Student achievement will be measured by:

Improvement on state or federal testing programs
 Yearly individual improvement in the District
 Testing programs
 Student attendance
 ACT test scores
 Other measurements that the steering committee and the Board of Education may determine

The Committee will be composed of a central steering committee and two (2) school achievement committees, one for ACHS and one for LCHS.

The purpose of the central steering committee is to provide direction and coordination to the school achievement committees to ensure that the District's achievement goals are coordinated and communicated. The steering committee will also serve as a liaison between the Board and the school achievement committees.

The steering committee will be composed of the following personnel, with chairmanship of the steering committee rotating among the various members:

District administrator in charge of curriculum
 Two teachers from each school achievement committee
 One administrator from each school achievement committee
 Principals of ACHS and LCHS

Each school achievement committee will be composed of the school principal, two other school administrators, a teacher from each academic area chosen by the members in that academic area and the school Association President.

9.3 **Personnel Files**

Copies of any written materials placed in the personnel files of an employee concerning such items as: evaluative reports, supervisory-visitation reports, and miscellaneous memoranda regarding the performance and accountability of an employee shall be given to the staff member. The employee shall sign the file copy to confirm his/her having been notified.

- A. **Official Board File.** Only one official personnel file shall be maintained by the Board or designee which shall be the property of the Board, subject to any document segregation requirement of this Agreement or the law. One major purpose of the provision shall be to provide the employee with a single point at which he/she can review any and all personnel documents which are, have been or are intended to be used in determining the employee's qualifications for employment, promotion, transfer, additional compensation, discharge or other disciplinary action, except as exempted in section 9.3.D below. This official Board file shall be maintained in such a way as to accomplish the major purpose given herein above and under the following conditions.
- B. **File Defined.** "File" shall mean any device for the collection and/or maintenance of documents or materials, a document or other piece of material itself or a collection of such, or any point at which a document or piece of material or collection of such may be held, stored, or temporarily rested. Consequently, the parties acknowledge that notwithstanding section 9.3.A above, some personnel information regarding an employee may be maintained in places or manners other than the conventional personnel file.
- C. **Timely Insertion.** All material to be placed in the official Board file shall be dated and inserted within a reasonable time after the date the Board or designee became aware of the event, giving rise to the material to be inserted. This provision shall not be construed to preclude reference in a document to earlier events which may have occurred outside the aforementioned time frame provided such events are relevant to the event which triggered the most recent document. For example, if an employee has been orally warned on several occasions for being tardy, such warnings may be referred to in a subsequent document which was prepared in response to another and more recent instance of tardiness.
- D. **Right of Access.** Every employee shall have access to all material in his/her official Board file except personnel documents exempt from inspection in

accordance with the Personnel Record Review Act. Such right of access shall be subject to reasonable intervals and reasonable advance written notice (not to exceed 7 business days) to the employer on forms available in the Office of the Superintendent (copy attached in Appendix E) with such access to take place during normal working hours, at the offices of the District and, if deemed appropriate by the Superintendent or designated district level administrator.

- E. **Right of Copy.** Every employee shall be given a copy of any material added to his/her official Board file within a reasonable time (not to exceed 5 business days) of inclusion of such material in the file. Every employee shall have the right to be furnished a reasonable number of copies of any or all file material within a reasonable period of time (not to exceed 5 business days) following written request, exclusive of exempt documents as defined in section 9.3.D above. The employer may charge a fee for providing copies of such information provided such fee shall be limited to the actual cost of duplicating the information.
- F. **Right of Attachment.** Every employee shall have the right to add positive documents/material to his/her official Board file and to attach dissenting or explanatory material to any adverse evaluation or other negative materials within 15 business days of having received a copy of such materials.
- G. **Right of Integrity of File.** No person shall remove any material from an employee's official Board file without the mutual written consent of the employee and the Superintendent or his/her designee, such mutual written consent to identify the material(s) to be removed.
- H. **Respect of Confidentiality of File.** Any document placed in the official board file by an administrator will be respected by the employee and administrator as confidential vis-à-vis students and the general public except as disclosure of such information may be deemed appropriate by the District or the teacher and further as may be permitted by law.
- I. **Right of Removal.** Prior to release to a third party of information contained in the official board file, an employer shall review such information and remove disciplinary reports, letters of reprimand, or other records of disciplinary action which are more than four (4) years old, except when the release is ordered to a party in a legal action or arbitration.

ARTICLE X

LEAVES OF ABSENCE

10.1 Sick Leave

Each teacher shall be granted a total of fourteen (14) sick leave days with full pay per school term accumulative to a maximum of 540 days. ESP employees shall be granted fourteen (14) days of sick leave annually cumulative to two hundred forty days maximum.

Teachers shall be granted additional sick leave days according to the following schedule:

- Teachers who have accumulated 120 sick leave days shall receive sixteen (16) days per year.
- Teachers who have accumulated 180 sick leave days shall receive eighteen (18) days per year.
- Teachers who have accumulated 220 sick leave days shall receive twenty (20) days per year.
- Teachers who have accumulated 240 sick leave days shall receive twenty-five (25) days per year.

After 5 consecutive days of absence, the employee will provide a doctor's written statement certifying as to the nature of the illness and the possible date of return. A doctor's written certification or other reasonable verification of illness, such as from a daycare provider or local school (if the illness involved is that of the employee's child), may also be requested by the Superintendent or his administrative designee in accordance with the Illinois *School Code*, including when an employee has utilized more than one day of sick leave before or after a school holiday or school break during the term of this Collective Bargaining Agreement. Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household. For the purposes of this Section, "immediate family" shall include spouse, parents, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, children, brothers, sisters, and legal guardians.

With respect to use of sick leave for a death in the immediate family, such use shall be for the purpose of attending funeral, memorial and burial arrangements and services, travel associated therewith, and for all other matters which may be ancillary to death in the immediate family.

All sick and personal leave occurring within the teacher's eight period day must be requested and accounted for by the teacher on the appropriate form.

Time away from the building during the work day in accord with Section 7.13 will not be charged to sick or personal leave.

Sick leave for teachers shall be used in no less than one hour per day increments for each assigned period of absence. Part-time teachers shall be deducted a proportionate amount of sick leave for each period missed.

10.2 Bereavement Leave

Sick Leave of one (1) day per year may also be used for the death of an aunt, uncle, niece, nephew, cousin or close personal friend, not to exceed one day per school year, if the employee utilizes such day for attendance at the funeral, provided the operational needs of the District are not significantly, adversely affected due to the number of absences.

10.3 Personal Leave/Non-Medical Emergency Leave for Teachers

Personal/non-medical emergency leave shall be granted to all full-time employees for a maximum of three (3) days during each school year without loss of pay, subject to the notification to the Superintendent or his administrative designee. Personal leave/non-medical emergency leave days, when utilized, will not be deducted from the employee's allotted sick leave allowance for that school year. Personal leave/non-medical emergency leave shall be used in no less than one hour per day increments for each assigned period of absence. Part-time employees shall be deducted a proportionate amount of personal leave for each period missed.

Personal leave/non-medical emergency leave may be utilized for personal affairs or other personal business if such leave is necessitated by an emergency or other urgent and compelling reasons, and cannot be postponed until after school hours. To use personal leave/non-medical emergency leave a Personal Leave/Non-Medical Emergency Leave Notice Form (See Appendix D) will be submitted to the Superintendent or his designee.

Personal leave shall not be used on the following days, except in an extreme emergency and is subject to the approval of the Superintendent or his designee. An extreme emergency is defined as a situation which could not have been reasonably anticipated or over which the employee had no control.

1. The first three (3) school days and the last five (5) school days of the school term.
2. The school day before or after a school holiday or school break. ESP employees may utilize personal leave/non-medical emergency leave on institute days, regardless of whether they precede or follow a school holiday or school break.

Notice for personal leave during either of the two preceding scenarios will be made in writing to the Superintendent or his administrative designee, on forms available on the District website as far in advance of the commencement of the leave as possible under the circumstances, but not less than three (3) school days except in cases of an emergency. All other personal days may be entered on the AESOP system.

All unused Personal Business/Non Medical Leave Days will be added to the teacher's accumulated sick days.

10.4 Special Leave

Whenever an employee is absent from school as a result of personal injury caused by an assault and/or battery in the course of his/her employment during the professional school day or during any school sponsored activity where the employee is required to be in attendance, he/she shall continue to receive his/her regular salary for a period of time equal to fifteen (15) school days plus the number of school days equal to the teacher's accumulated sick leave days, if needed. In no event shall the employee receive salary without working if declared physically and mentally able to return to work by a Board designated physician. Any amount of salary pursuant to this contract

shall be reduced by the amount of any worker's compensation and/or teacher pension payments for temporary disability due to the said assault and/or battery for the period in which such salary is paid.

10.5 Religious Leave

The District's obligation to provide employees with religious leave shall be governed by board policy.

10.6 Emergency Personal Leave for ESP

The Board shall grant three (3) emergency/personal business leave days, with arrangements to be made through the employee's immediate supervisor. Requests for such leave shall be made on forms available in the Business Office, and presented in Appendix D, subject to the written approval of the Business Manager.

Unused emergency/personal leave days shall accumulate as sick days.

10.7 Association Leave

The Association shall be entitled to ten (10) school days of Association Leave per year for the purpose of sending representatives to IEA and/or NEA sponsored conferences, conventions or workshops. Employees authorized by the Association to take such leave shall be released from duties without loss of pay subject to the following:

1. The Association shall give the Superintendent or designee written notice of the name of the employee authorized to take such leave as far in advance of the commencement of the leave as possible under the circumstance, but at least two (2) employee work days in advance of the day such employee shall be absent; and
2. No more than five (5) employees may be granted Association leave on any one day, provided suitable substitutes can be found; and
3. The local Association shall reimburse the District in an amount equal to the existing maximum daily substitute rate for each leave day on which a substitute is actually used; and
4. A maximum of any three (3) of the ten (10) Association leave days provided for in this section may be used in one-half day units (i.e., 6 one-half days of leave may be used in lieu of 3 full days of leave).

The Association shall be encouraged to exercise its discretion professionally in making an effort to avoid an unusual number of absences by one person.

10.7.1 NEA Elected Officer Leave

An employee duly elected to an office of the National Education Association shall be entitled to three (3) school days of leave per each full year of NEA office. Such

employee shall be released from duties without loss of pay. The employee shall give the Superintendent or designee written verification of the election to office and written notice of the date of leave requested as soon as possible. The Association shall reimburse the District in an amount equal to the employee's daily per diem rate of pay and medical benefits per diem rate of pay for each day of leave. This leave benefit shall apply to no more than one (1) employee per school year. If more than one (1) employee is elected officer of the NEA, the highest office holder shall be given preference.

10.8 Unpaid Leaves of Absence

10.8.1 Reasons for Leaves of Absence

Employees may be eligible for unpaid leaves of absence for any of the following reasons, subject to the general conditions for leave (Article 10, Section 8.2) and any other specific conditions which may apply as set forth in Article 10, Section 8.2, subparagraphs A through J.

A. Maternity/Child-Rearing/Adoption Leave

Any employee shall be entitled to maternity/child-rearing and/or adoption leave without pay or other benefits subject to the general conditions of Article 10, Section 8.2. The effective dates of the leave shall be determined pursuant to Article 10, Section 8.2, except that the leave shall not be for more than three (3) complete semesters.

Nothing in this section shall be construed as requiring any employee to apply for such leave. An employee not eligible for or not desiring such leave may utilize accumulated sick leave during any period of disability related to her pregnancy and/or to the delivery of the child. If such employee shall have exhausted accumulated sick leave, she may be granted a leave of absence without pay or other benefits during such period of disability subject to Article 10, Section 8.2. Such employee shall return to employment immediately following termination of the actual disability.

When an employee requests an extended leave under this section, the employee will complete and submit such request to the Business Manager on the form attached hereto as Appendix G. The requesting employee will meet with the Business Manager at least 90 days prior to the leave to address timelines and issues related to pay and insurance and to go over any applicable details.

B. Disability Leave

Any employee who is temporarily disabled and has exhausted all available sick leave shall be entitled to disability leave without pay or other benefits (except as eligible under TRS or IMRF subject to the general conditions of Article 10, Section 8.2 provided that such leave shall be granted for no longer than 90 consecutive days.

C. General Leave

Any employee may request a leave without pay and other benefits for such other purposes deemed appropriate and beneficial to the School District as determined by the Board subject to the general conditions of Article 10, Section 8.2.

10.8.2 General Conditions for Leaves of Absence

Unless otherwise set forth in this agreement, any leave of absence granted by the Board for the reasons stated in Article 10, Section 8.1 is subject to the following general terms and conditions:

A. Time-Lines for Requesting Leaves

Application for an unpaid leave shall be made in writing to the Superintendent or designee at least ninety (90) calendar days prior to the proposed start of the leave. An emergency request for an unpaid leave of absence may be submitted with as much advance notice as possible under the circumstances. The application shall indicate the requested starting and ending dates of the leave and the basis for the emergency.

B. Medical Substantiation

Any request for a leave based upon personal medical reasons shall be accompanied by a physician's statement indicating the nature, anticipated extent, and duration of medical disability.

C. Structuring of Leave

After consultation with the employee, the Superintendent or designee shall prepare a plan for the commencement and termination of any leave of absence recommended for approval, taking into consideration maintenance of continuity of the related District program, medical factors if relevant and availability of substitutes to the extent possible.

Such leaves shall commence upon 1) the date agreed upon by the Superintendent or designee and the employee, or 2) in cases of disability, the actual date of disability.

D. Sick Leave

Sick leave shall not be applicable during the period of any leave. Any accumulated sick leave available to the employee at the commencement of the leave shall be available to the employee upon return to employment in the District.

E. Insurance and Other Benefits

With the consent of the carrier, an employee on an unpaid leave of absence may maintain insurance benefits by making timely payment of all premiums which may be due to the Business Office or elsewhere pursuant to its direction. All other accumulated benefits and rights of employment previously granted shall be retained upon return.

F. Notice of Intent to Return

Any employee granted an unpaid leave as a condition thereof shall advise the Superintendent or designee in writing no later than March 1st (July 1 for leaves commencing after April 15 and November 15 for leaves commencing after July 1) prior to the termination of such leave that he/she intends to return to employment. In all other cases, such notification shall be at least thirty (30) days prior to the end of the leave.

G. Cancellation of Leave

In the event of a miscarriage or stillbirth, the employee may request cancellation of the leave for the Board of Education's consideration. The Board will make a reasonable attempt to include a clause in the contract with the substitute teacher allowing for termination of the contract in this case. If the Board is unable to hire a substitute with this clause, the employee on leave of absence will be offered the position of permanent substitute at the permanent substitute rate. However, the substituting teacher will be offered the option of becoming the permanent substitute for the remainder of his/her contract at the contracted salary. If the substituting teacher elects to become the permanent substitute, then the returning teacher will resume her regular duties, but remain at the permanent substitute rate.

H. Court Ruling

If any Appellate Court of the State of Illinois or the Seventh Circuit Court of Appeal makes a ruling, order or decision regarding the use of sick leave in connection with maternity leave, the parties hereto agree that either may make a demand to commence negotiations within fifteen (15) days following such ruling, order or decision for the purpose of reaching agreement on any provisions of this agreement which are in contravention of such ruling, order, or decision.

I. Unpaid Leave or Extension

Notwithstanding the general conditions set forth above, the Board retains the sole discretion to grant or extend any discretionary unpaid leave of absence under any conditions deemed appropriate. The granting or denying of an unpaid leave or extension shall be non-precedential with respect to any other request for leave by an employee in the District.

J. Family and Medical Leave Act

Where applicable, the above leave provisions shall be construed in accordance with the District policy regarding the Family and Medical Leave Act (FMLA). Such policy shall include a provision which permits employees the choice of available sick leave or FMLA leave, provided that if the teacher chooses sick leave, the Board shall receive credit toward the employee's available FMLA to the extent such sick leave is used (see Substitution of Leave provisions of the District's FMLA policy). A year for FMLA purposes is from July 1 through June 30.

10.9 Sick Bank

A sick bank will be available to employees, who, because of, or resulting from, life threatening injury or extended illness or extended recovery from an injury, have exhausted all of their accumulated sick leave. The Board shall make an initial one time contribution of 180 days. Retiring teachers may also donate any sick days not used for retirement to the bank. At the beginning of any school year, in which the total days remaining in the bank fall below 100 days, each employee shall contribute one sick day. No single employee may use more than 165 sick bank days in any five year period.

10.9.1 Procedure for Use of Sick Bank

- A. A participating employee who is not on an unpaid leave may utilize paid sick leave days from the sick bank for personal illness for which the employee does not receive benefits under TRS, upon:
 1. presentation to the Superintendent, with a copy to the Association President, of satisfactory evidence of personal illness or disability, and
 2. the exhaustion of the employee's sick leave days, or an absence from the school of thirty (30) working days after the beginning of illness or injury, whichever occurs later.
- B. Unused days in the sick bank at the end of the year will accumulate for the following year.
- C. Should the employee receive benefits under the Workers' Compensation Act or the Workers' Occupational Diseases Act, said employee shall show proof that he/she has applied for such benefits. The sick bank will supplement the difference between such disability benefits and the employee's salary less amount withheld for income tax deduction with a proportionate day deduction from the sick bank.

ARTICLE XI

TEACHER COMPENSATION

11.1 Salary Schedules

- A. Salary Increase.** The 2008-09, 2009-10, 2010-11, and 2011-12 salary schedules shall reflect an average salary increase of 5.25%, 5.25%, 5.00%, and 5.00% respectively per school year and shall be set forth in Appendices A-1, A-2, A-3 and A-4 which are attached to this Agreement.
- B. Salary Schedule.** The structure of the salary schedule is based on the following principles:
1. A longevity bonus of \$1400, increased by 5.25%, 5.25%, 5.00%, and 5.00% in the 2008-09, 2009-10, 2010-11, and 2011-12 school years, respectively (\$1473.5, \$1550.86, \$1628.40, and \$1709.82 respectively), will be provided for each year the employee remains at the following steps:

MA Step 25
MA + 15 Step 25
MA + 30 Step 25
 2. Employees who at the beginning of the 2004-05 school year are off- schedule (or at or above the steps identified in B.1 above) will receive 3.00%, 3.00%, 3.00% and 3.00% increase in each respective year of this negotiated contract.
 3. Those employees who are off the schedule in the B.A. column (beyond step 15) who complete the requirements for movement to the B.A.+ column will move to the equivalent step in the B.A.+ column. If no equivalent step exists in the B.A.+ column the employee will receive a \$2,000.00 increase for the horizontal movement.
- C. Special Contract Increments.** The Special Contract Increments for the 2008-09, 2009-10, 2010-11, and 2011-12 school years will be increased by 3.75%, 3.75%, 4.00%, and 4.00% respectively in each year and shall be as set forth in Appendix B, which is attached to this Agreement. The positions covered by special contract increments are listed in Appendix B-1 and the guidelines for advancement on the special increment schedule are also explained in Appendix B-1. The position of Strength and Conditioning Coach requires certification and will take effect beginning with the 2009-10 school year.
- D. Salary Reopener.** The parties acknowledge that each has the right to demand a re-opener for negotiation of the aforementioned salary agreements if legislation is enacted or court decision is rendered which affects Community High School District 117 so as to significantly impact the revenue available for purposes of

funding said salary increases. In the event of such an occurrence, the party desiring a re-opener shall inform the other party in writing as soon as possible.

11.2 Salary Schedule Advancement Not Automatic

The increases listed in the Salary Schedule are not automatic, but are to be granted when professional services warrant an increase.

Movement on the salary schedule is limited to one horizontal and one vertical movement per school year.

If a teacher is to be held at a step on the Salary Schedule for reasons other than a uniform decision applicable to all teachers, he/she will be notified in writing at least sixty (60) calendar days prior to the end of the school year. The reasons for such action will be included in the notification. Upon receipt of such notification such teacher and his/her representative and an Association representative shall be permitted an opportunity to be heard before the Board in closed session provided a written request for such hearing is given the Superintendent or designee within ten (10) teacher work days after receipt of such notification. Within ten (10) teacher work days after the hearing, the teacher and the Association shall be provided with the Board's written decision and reasons therefore. The decision of the Board shall be final.

Any teacher within District #117 who has been employed ninety (90) or more school days of the school term shall be entitled to advancement on the salary schedule.

11.3 Salary Schedule Placement

When teachers new to the system are placed on the Salary Schedule, they will not be placed higher than a present faculty member with equal experience, training, and job performance.

11.4 Additional Work

A. Extended Contracts.

When a teacher is assigned additional work beyond the 180 contracted days of employment, the additional pay will be prorated daily at 1/180th of the teacher's base salary. Counselors shall work, and be paid for, a minimum of five (5) additional days at the administration's discretion.

B. Counselor/Evening Hours.

In acknowledgement for the additional increment paid to counselors in Appendix B-II, each counselor shall participate in a program requiring counselors to schedule a minimum of twelve (12) hours of counselor activities, exclusive of required evening events and extended contract time, which may include student/parent appointments, outside of the school day per year. In addition each counselor will participate in a maximum of eight (8) required evening events as

designated by the Principal or his designee in consultation with the counselors, such events may include, but not be limited to:

1. Back to School Night
2. Pre-College Night Parent Information
3. College Night
4. Financial Aid Night
5. Freshman Open House
6. Eighth Grade Enrollment Nights
7. Honors Night Presentation
8. Graduation/Diploma Distribution

11.5 Summer School

The term for the high school summer session shall be determined by the Board and the Superintendent. Teachers shall be compensated as provided on the schedule presented in Appendix B-2.

11.6 Supplemental Jobs

Work payments to each teacher shall be in accordance with the schedule presented in Appendix B-2.

11.7 Professional Meeting Expense

Upon proper application by the teacher, and approval by the Principal or designee, teachers will be permitted to attend local, regional, state and national professional meetings. If not approved, teachers will be given reasons for the denial in writing. Expenditure limits shall be as presented in Appendix B-2.

11.8 Health Examination

New teachers must furnish evidence of physical fitness, based upon medical examination by a physician. The cost of the examination is assumed by the teacher.

The Board may from time to time require such examination from other teachers at the Board's expense. The Board reserves the right to choose the physician.

11.9 Intra School Substitute

When a teacher is assigned to conduct classroom instruction or to conduct classroom activities during their scheduled prep or lunch period because of the absence of another teacher or a department leader, the teacher will be paid the intra-school substitution rate (single class) per period assigned as set forth on the schedule presented in Appendix B-2.

When a teacher is re-assigned during their assigned supervision period to conduct classroom instruction or to conduct classroom activities because of the absence of

another teacher or a department leader, the teacher so re-assigned will be paid the intra-school substitution rate combined class) as set forth on the schedule presented in Appendix B-2.

When a teacher is re-assigned during their assigned supervision period because of the absence of another teacher or a department leader, but the re-assignment does not result in the teacher so re-assigned having to conduct either classroom instruction or classroom activities, the teacher so re-assigned will not be compensated for such re-assignment.

Efforts will be made to fill the absence with a teacher who is available during their prep period or lunch hour before re-assigning a teacher from their supervision.

11.10 Professional Dues

The District will pay one institutional membership per department, as determined by the department members.

11.11 Payment for Credit

A. Graduate Credit. The policy of the Board of Education is to pay an amount not to exceed the lesser of the amount as provided on the schedule presented in Appendix B-2 or the actual credit hour cost per semester of credit of which at least a “B” grade is earned starting with the beginning of the school term, school term defined as the period beginning on the date teachers report for the school year, and ending at the close of business the day prior to the subsequent reporting date for teachers. This applies to all teachers taking summer school courses. In order to be eligible for credit and payment under this provision, the teacher must have received prior approval from the Superintendent in accordance with the guidelines of Section 12 of this Article. However, an applicant will not be eligible for reimbursement if he/she received a grant or cash award from an agency or foundation that pays a majority of his/her expenses.

The following additional conditions must be met for reimbursement for courses taken during the school year.

1. The teacher must have completed two (2) years as a full time employee of the District.
2. S/he must have the recommendation of his/her Department Chairman and Principal.

Records will be established in the Office of the Superintendent showing what payments have been made. It shall be the duty of the administrator to advise the teachers requesting to take such work and to approve or disapprove the course of study.

B. Undergraduate Credit. The Board of Education shall reimburse members of the teaching staff an amount not to exceed the lesser of the amount as provided on the schedule presented in Appendix B-2 or the actual per credit hour cost for course

work done at the undergraduate level. Such course work is subject to the prior approval of the Superintendent. Such course work shall not be taken into consideration when determining whether or not a teacher qualifies for horizontal movement on the salary schedule.

11.12 Salary Adjustment

A. Salary adjustment, reflecting horizontal movement on the salary schedule because of additional graduate credits earned in compliance with the following guidelines, will be made at the beginning of each semester provided the employee requests such change in writing to the Office of the Superintendent and presents evidence in the form of an official transcript or other official notification from the college/university granting the credit attesting to the successful completion of such course work prior to the first Friday of the semester.

B. Guidelines - B.A. + 15 Qualifications

1. Credits shall be on the graduate level.
2. Credits should be directed toward a Master's Degree.
3. Graduate hours not directed toward a Master's Degree may be acceptable with the approval of the Administration and Board. Approval forms may be secured in the office.

C. Guidelines - M.A. + 15 and M.A. + 30 Qualifications

1. In order to be eligible for credit under this provision, the teacher must have received prior approval from the Superintendent.
2. Graduate courses will qualify if taken in the following areas:
 - a. Major and minor teaching areas
 - b. Education
 - c. Counseling and Guidance
 - d. Administration
3. Workshops, extension courses, individual studies, special studies, institutes, and credit of this type will be considered for credit only after meeting the requirements of being comparable in content to any other regularly scheduled university/college course. The Superintendent or his designee will determine comparability.
4. Graduate hours may be taken after a Master's Degree has been earned provided they extend competency in their teaching assignments.

11.12.1 National Board Certification

Teachers who attain National Board Certification shall receive an additional stipend of \$1,000 per year for each year in which they hold such certification.

11.13 Additional Class

When it becomes necessary to offer an additional class, such vacancies shall be posted in accord with Article 7, Section 7.16 of this agreement. Any current teacher with the appropriate teaching credentials may apply to teach an additional class and the administration will make a reasonable effort to distribute additional class opportunities among the candidates who are not assigned an advisory period for such posts. Nevertheless, the Administration may assign such additional classes to candidates who have an advisory period when in the Administration's discretion such assignment is appropriate.

When a teacher is assigned an additional class for the entire year, the amount to be paid shall be one-fifth (1/5) of the teacher's base salary as set forth in the salary schedule. An additional class for one semester shall be one-half (1/2) of such amount.

No teacher shall be assigned an additional class in consecutive years without the teacher's consent.

11.14 Supervisory Activities

The Principal/designee will make an effort to limit supervisory activities of teachers. Teachers may be assigned one period of supervision per day. Such supervisory activities shall be in a location reasonably related to the needs of the district, including supervision of hallways, commons, cafeteria, media center, computer labs, and other situations as may be necessary or appropriate. Such supervision shall be assigned within the regular teacher workday. The supervision committee for each school will monitor and assist in the scheduling of in-school supervision assignments. In scheduling such assignments, the supervision committee will consider the unique expertise and duties of psychologists, guidance counselors, social workers, and special education teachers.

11.14.1 Allendale Teacher Lunch Stipend

In consideration of the unique educational program and related working conditions of classroom teachers assigned to Allendale School, the parties agree to enter into a special understanding regarding teachers who are requested by the district to engage in work duties during their lunch period, notwithstanding any provisions of any existing collective bargaining agreement. Any Allendale classroom teacher who volunteers to accept such request(s) in lieu of, or concurrent with, the teacher's duty free lunch period shall be compensated in the amount as presented on the schedule in Appendix B-2. For purposes of this section only, a classroom teacher is defined as a teacher whose primary responsibility is to work with students in a classroom setting. The term does not include teachers whose primary responsibility is in a specialist area outside of the

classroom setting. Specialist teachers include, but are not limited to, physical education teachers, music teachers, vocational education teachers (i.e., wood shop), and pupil personnel specialists (i.e., counselors, social workers, psychologists, etc.).

11.15 Release Time for Association President

The three Association Presidents shall be released from assignment to supervisory duties under Section 11.14 of this contract in order to perform necessary Association business, and the district-level Association President's release shall be scheduled during the last class period of the school day starting in 2009-2010, provided the Association provides the Superintendent or designee with written notice of the name of the Association President(s) by May 15th of the preceding school year so as to permit the District adequate time to make the necessary arrangements to reassign the supervisory duties to other staff and provided that the District has enough teachers to perform supervisory duties during the time period for which the Association President is released.

11.16 Class Sponsorship

- A. The principal or designee shall determine the activities for each class each year as well as the number of people needed to supervise such activities.
- B. Each teacher shall provide a maximum of two (2) dates of supervision for school sponsored student activities and shall be paid as Group 2, Supplemental Jobs, as presented in Appendix B-2.
- C. Before making an assignment for specific activities, the principal shall first accept volunteers for those activities.

11.17 Pay Schedule

The District will pay personnel every other Friday, with employees having the option of 21 or 26 pays.

For employees who choose 26 pays, the Board will provide them with the balance of their pay on the regular 23rd pay date. Effective for the 2009-10 school year, insurance deductions for such employees will be made over 24 pays, two each month.

11.17.1 Direct Deposit

The Board will provide for the direct deposit of payroll checks for each employee who makes such election by appropriate action through the Business Office of the District.

11.17.2 403(b) Payment

The Board agrees to pay the monthly maintenance fee for each employee's 403(b) plan, currently approximately \$3 per month. Should this fee increase dramatically, this section (11.17.2) shall be open for negotiation by demand of either party.

11.18 TRS Deductions

Teacher retirement will be deducted from each teacher's paycheck at the annual rate prescribed by law. The obligation will be withheld from teacher's paychecks in equal amounts beginning with the first teacher payroll of the school year, and ending with the last deduction taken on the last payroll in June.

11.19 Dues Deductions

Those teachers who join the Association can elect to have membership dues withheld from their regular paychecks on the basis of equal deductions from each paycheck, beginning with the second payday of the school year and ending with the 20th paycheck. The amount withheld will be forwarded to the Association Treasurer.

Upon written request of a teacher, the Board shall deduct Association membership dues in an amount certified annually to the Board by the Association on or before the opening of the school term. The teacher's request shall continue in effect until revoked in writing by the teacher, which revocation may be submitted at anytime. The Board shall remit the deducted dues to the Association within ten (10) days following the payroll deduction. A teacher authorization shall be effective the first payroll after received provided it is received at least ten (10) days in advance of said payroll. When a teacher terminates employment with the district or revokes dues deduction, the Board shall deduct the balance of the unpaid annual dues from the teacher's last paycheck after termination of the first or second paycheck after revocation, provided the written authorization filed with the Board expressly so provides.

11.20 Curriculum Writing/Work

Teachers who have submitted a written proposal to write or revise curriculum, and who have had their project approved by the Principal or designee, shall be compensated at 75% of the rate per hour that has been set for summer school teaching up to a maximum amount approved for the project. The project will have an interim review and when completed the curriculum project will be forwarded to the principal or his/her designee, who will have two weeks to accept/reject the project. The teacher will be paid for his/her summer curriculum work at the next regular pay date following acceptance of the project. Staff development outside the school day or academic year shall be compensated at 60% of the rate per hour that has been set for summer school teaching.

11.21 Early Retirement Program

For those teachers eligible for statutory early retirement, the Board agrees to pay one-half (1/2) of the teacher's contribution toward early retirement to TRS at retirement, if any, not to exceed a maximum of three (3) teachers per school year. In the event more than three (3) eligible teachers apply, the early retirement incentive shall be available to the three (3) teachers with the greatest seniority as determined by the District seniority list. In addition to any statutory requirements, teachers must provide a written notice of retirement and letter of resignation no later than April 1 of the teacher's last year of

teaching. The letter of resignation shall be considered irrevocable upon acceptance by the Board unless the parties mutually agree otherwise.

11.22 Retirement Incentive

If a teacher meets all six of the eligibility requirements contained in paragraph A of this Section, the teacher shall be paid a retirement benefit in accordance with paragraph B of this Section.

A. Requirements for Eligibility:

1. The teacher must have at least 10 years of full-time service as a certified employee in the School District.
2. The teacher must submit an irrevocable letter of retirement to the Superintendent by March 1, prior to the school year in which benefits will begin under this program. However, for any teacher who seeks to receive benefits beginning with the 2008-09 school year, such teacher must submit a letter of retirement by December 15, 2008. At the submission of the letter of retirement, the teacher shall submit a TRS statement of benefits or documentation confirming the teacher's total years of service and creditable earnings.
3. The employee must be at least 54 ½ years old and be eligible to receive a TRS retirement benefit at the time of the effective date listed in the irrevocable letter of retirement.
4. The Board is not required by statute for any financial AERO obligations resulting from the teacher's retirement imposed by TRS. For example, a teacher who will be 55 years old with 20 years of creditable service on the date of the teacher's indicated date of retirement and has invoked his/her AERO, will not be eligible for the retirement benefits. However, a teacher who is 55 years old with 35 years of creditable service on the date of the teacher's indicated date of retirement will be eligible for the retirement benefits.
5. The Board will not be obligated to pay a penalty imposed by TRS due to the teacher's salary exceeding the TRS cap if the teacher retires anytime after submitting his/her letter of retirement. For example, a teacher who received a salary increase greater than 6% in the three years prior to the year the retirement benefits provided under this Section would begin would not be eligible for the retirement benefits.
6. The teacher shall not have received a retirement benefit pursuant to a prior collective bargaining agreement.

B. Retirement Benefits

1. In each year that benefits are received under this program, the teacher shall not be paid in accordance with the salary and extra duty schedule and, in exchange, shall receive a six percent (6%) increase in creditable earnings over the prior year's total TRS creditable earnings from the teachers' salary as set forth on the salary schedule (hereinafter referred to as "Program Creditable Earnings") for a period up to a maximum of four years.
 - a. The teacher will remain "off schedule" and receive a six percent (6%) increase in Program Creditable Earnings for each year up to four (4) years (i.e., three year notice, six percent (6%) for three years; two year notice, six percent (6%) for two years; one year notice, six percent (6%) for one year).
 - b. The teacher shall perform all extra duties that are used in determining Program Creditable Earnings in the years in which program benefits are received. A teacher who does not perform such extra duties shall have his/her compensation reduced accordingly.
 - c. A teacher under this retirement program will not be able to earn more than six percent (6%) of the previous year's Program Creditable Earnings, regardless of assignment or possible movement on either the salary schedule or extra duty schedule, unless an administrator assigns the teacher an extra duty after having been apprised by the teacher that such duty will place him or her over the 6% cap.
2. Upon retirement under this Section, teachers employed by the District before the 1993-1994 school year shall receive a one time post-retirement bonus of \$2,400.00, to be paid after the teacher's last day of work and final regular paycheck, but within 30 days of the teacher's final regular paycheck.
3. To the extent that the retirement benefits described under this Section shall cause the Board to pay additional penalties to TRS, the Board shall have the right to reduce the payment of such benefits so that the Board will not incur such penalties.

11.23 Post-Retirement Bonus to Teachers Employed Prior to 1993-1994

Teachers who were employed by the District before the 1993-1994 school year, who are retiring at the end of the 2008-2009 or 2009-2010 school year, and who gave notice of their retirement prior to the 2008-2009 school year shall receive a one time post-retirement bonus of \$2,400.00, to be paid after the teacher's last day of work and final regular paycheck, but within 30 days of the teacher's final regular paycheck.

ARTICLE XII

CONDITIONS OF EMPLOYMENT EDUCATIONAL SUPPORT PERSONNEL

12.1 Full-Time ESP Employee Defined

For purposes of compensation and all other reasons the normal workday is eight (8) consecutive hours exclusive of lunch period. The starting and finishing times of each employee's normal day will be determined by school needs and are the prerogative of the immediate supervisor on the authority of the Business Manager.

For the purpose of calculating the fringe benefits of health, vision and dental insurance, a full-time ESP shall be defined as one who normally works at least thirty (30) hours per week and at least nine (9) months per year.

12.3 New Hires

No new employee shall be paid at a higher rate than someone within the same classification unless that new hire can demonstrate greater experience or qualifications than the current employee, as determined by the Board. If requested in writing, the Association will be given salary/wage placement information on new employee if such employee is placed higher than a current employee.

12.4 Physical Examinations

The Board will pay the full cost of an employee's physical examination if required by the Board. The Board shall be permitted to determine the scope of the examination.

12.5 Promotion Procedures

All qualified ESP employees shall be given the opportunity to make application for any vacant or new position for which s/he is qualified and no position shall be permanently filled until all internal properly submitted applications have been considered. The Board agrees to give due consideration to the background and attainments and other relevant factors of all Bargaining Unit applicants, such bargaining unit applicants being persons employed in positions as defined in Article III, Section I.

12.6 Summer Employment

In the event that summer work is available, posting of those positions shall be done as soon as feasible. ESP interested in summer employment should write a letter of interest to the Business Manager prior to the end of the school year. Assignments will be made on a first come-first serve basis depending on the ESP qualifications for the work available. The rate of pay for summer work shall be at the ESP regular rate of pay. Time worked during the summer months shall not accrue towards seniority unless the ESP is working in his/her regular job performing his/her regular tasks.

12.7 Snow/Emergency Days

In the event that student attendance is canceled as a result of snow or other emergencies as determined by the Superintendent, twelve (12) month employees shall be required to elect one of the following options:

1. To report to work if a regularly scheduled work day, in which case the employee shall be given a reasonable period of time to report, not to exceed two (2) hours, before any dock in pay shall occur. Thereafter, late arriving employees shall be docked in increments of fifteen (15) minutes, retroactive to the beginning of the work day; or
2. To take an unused vacation day, personal day or floating holiday if the employee is eligible and has these days available; or
3. To take an unpaid leave day.

Ten (10) month employees should not report to work on a snow/emergency day. They may use a personal day, floating holiday if available, or unpaid leave day.

12.8 Job Descriptions

The administration is responsible for the development of detailed job descriptions for all ESP. Specific job descriptions will be written by the immediate supervisor in conjunction with the affected employee. These should be filed and updated yearly and a copy maintained in the Business Office.

The district shall annually submit updated job descriptions with its list of which, if any, jobs warrant a pay change to the Association by May 15th.

An Association Job Description Review Committee (“Committee”) composed of three (3) Association members, chosen by the Association, will review the job descriptions and make its recommendation concerning any pay changes to the Association bargaining team.

If, based on the Committee’s recommendations, the Association bargaining team determines that one or more job descriptions have changed significantly to warrant a pay change, or that it disagrees with the district’s proposed pay changes, then the Association bargaining team will submit to the district its recommendation as well as its supporting reasons by August 1st.

The district will review the Association’s Committee recommendation and meet with the Association bargaining team to discuss the bargaining team’s recommendations as such times and that are agreeable to both parties and either adopt, modify or decline to following the Association bargaining team’s recommendations.

12.9 Employee Evaluation

All supervisors will formally evaluate those ESP employees under their direct supervision annually. The Association and the administration will develop an

evaluation tool for paraprofessionals and a separate evaluation tool for secretaries/clerks/bookkeepers. A copy of this evaluation will be signed by the employee as proof that he/she has received a copy of said evaluation report and then forwarded to the Business Office to be placed in his/her official personnel file. The ESP shall have the right to attach an explanation to any adverse evaluation or other negative materials that are placed in his/her official personnel file within twenty (20) employment days of having received a copy of said negative material.

12.10 School Vacations

The winter and spring breaks for students will be regular work days for all twelve (12) month full-time ESP. For less than twelve (12) month full-time ESP, this will be non-work, non-paid time.

For twelve (12) month full-time ESP hired on or before October 6, 1988, and provided such employees continuously meet the employment requirements of this provision thereafter, winter and spring breaks will be paid non-work days provided that each eligible employee shall work one (1) full day during each break period.

12.11 Vacations - ESP

The vacation benefit is granted only to twelve (12) month employees.

- A.** A first year ESP shall earn 5/6 vacation day each month until his/her 1st year anniversary date of employment. Any days used during that year will be deducted from the following year's 10 days of accrued vacation.

The ESP on each subsequent anniversary date of employment with the district will be credited vacation days as follows:

1. Beginning the 2nd year and completion of 9 years 10 days
2. Beginning the 10th year and completion of 14 years 15 days
3. Beginning the 15th year and completion of 20 years 20 days
4. After twenty (20) years of service, on each subsequent anniversary date of employment with the district for years 21-25, the ESP will be credited with 20 days of vacation plus one (1) day for each year in excess of twenty (20) years of employment to a maximum of twenty-five (25) days.
 - a. 21 years 20 days + 1 day = 21 days
 - b. 22 years 20 days + 2 days = 22 days
 - c. 23 years 20 days + 3 days = 23 days
 - d. 24 years 20 days + 4 days = 24 days
 - e. 25 years 20 days + 5 days = 25 days

- B.** For purposes of this section, a less than 12 month ESP who becomes a 12 month ESP shall be able to add the pro rata part-time service credit. Service credit earned applies immediately upon attaining 12 month status.

- C. The scheduling of all vacations shall require the prior approval of the immediate supervisor of the ESP, taking into consideration the paramount importance of the business and operational needs of the District. Subject to the foregoing, as a general rule, ESP shall make an effort to limit vacation requests for periods of time outside the school term unless the individual employee can demonstrate personal circumstances which require absence from employment during the school term or that the accomplishment of his/her work responsibilities will not be severely harmed by the ESP absence.
- D. Vacation time may be accumulated from year-to-year up to a maximum of thirty (30) work days total. Upon termination, an employee shall be paid for all unused vacation time based upon their then current rate of pay.

12.12 **Holidays**

- A. Each regularly employed ESP whose scheduled work year encompasses these days will be granted the following paid holidays.

Labor Day
 *Columbus Day
 *Veterans Day
 Thanksgiving Day
 Friday after Thanksgiving Day
 Christmas Eve Day
 Christmas Day
 New Year's Eve Day
 New Year's Day
 *Martin Luther King's Birthday
 *Lincoln's Birthday
 *Casimir Pulaski Day
 Memorial Day
 Fourth of July
 *Any other holiday identified on school calendar as a school holiday

*In the event any or all of these holidays are not included in the calendar adopted by the Board, they will be replaced by an equivalent number of personal holidays determined by the Board in conjunction with the establishment of the annual school calendar.

B. Floating Holiday

1. If a holiday falls on a weekend, all twelve month ESP shall be entitled to a floating holiday with pay to be scheduled in consultation with the Business Manager and immediate supervisor. Such unused floating holiday(s) shall not accumulate from year to year. Every effort shall be made to avoid use of floating holidays by several employees on the same day, except with the approval of the Business Manager.
2. For the duration of this Agreement, if an eligible holiday falls on a weekend, a less than twelve month ESP employee shall have the option of either taking

off one of the last three institute days in the year with pay or, in lieu of time off, be paid one extra day's pay over the proceeding two weeks. The ESP shall make the election prior to the first eligible institute day but, in no event, later than October 1. The specific day off, however, may be changed by the ESP employee with the approval of his/her immediate supervisor, i.e., snow day.

12.13 Institute Days

ESPs shall not be required to attend District institute days, but may be requested to attend on an as-needed basis. When an ESP attends an institute day at the request of the District administration, such ESP will be compensated at his/her regular rate of pay. An ESP whose attendance is not requested at an institute day may elect to receive compensation for that day by utilizing his/her available personal leave/non-medical emergency leave.

ARTICLE XIII

ESP COMPENSATION

13.1 Pay Schedule

- A. For the 2008-09, 2009-10, 2010-11, and 2011-12 school years, all ESP hourly wage rates will be increased by an average of 5.25%, 5.25%, 5.00%, and 5.00% respectively in each year. All paraprofessional hourly wage rates will be increased by an additional \$0.25 in 2008-09 and an additional \$0.25 in 2009-10, with such increase being calculated after the 5.25% increases.
- B. Bi-weekly time sheets, signed by the employee, will be submitted to the Business Office no later than 9:00 a.m., five (5) business days prior to the scheduled pay date. Time sheets reflecting work/non-work hours other than normal work hours must have the approval of their immediate supervisor. Submission of false or inaccurate information shall be cause for disciplinary action and/or termination and will not be subject to the grievance procedure.
- C. The District will pay personnel every other Friday, with employees having the option of 21 or 26 pays. For employees who choose 26 pays the Board will provide them with the balance of their pay on the regular 23rd pay date provided written request is provided to the Business Office at least ten (10) working days prior to the end of the employee's last scheduled work day.

13.2 Salary Plan

It is the mutual desire of both parties to develop a salary compensation plan for ESP that is fair and equitable to all concerned and competitive to like jobs in the area. This plan must have an appropriate minimum salary and a maximum salary to be

competitive. The minimum and maximum salaries set for a position are listed below. Based on this survey our ESPS fall into the following four categories:

Bookkeeper/Financial	Range
2008-09	21.00 - 27.80 (\$33.36)
2009-10	21.50 - 29.26
2010-11	22.00 - 30.72
2011-12	22.50 - 32.25 (\$38.70)

Secretary	Range
2008-09	17.40 - 27.00 (\$32.40)
2009-10	17.50 - 28.41
2010-11	17.60 - 29.83
2011-12	17.75 - 31.33 (\$37.60)

Clerical	Range
2008-09	13.50 - 23.34 (\$28.00)
2009-10	13.75 - 24.57
2010-11	14.00 - 25.80
2011-12	14.75 - 27.09 (\$32.50)

Paraprofessional	Range
2008-09	12.90 - 22.94 (\$27.53)
2009-10	13.00 - 24.40
2010-11	13.20 - 25.62
2011-12	13.30 - 26.90 (\$32.28)

No ESP will be paid less than the minimum of the range or more than 120% of the top of the range.

13.3 Description of Job Classifications

Paraprofessional

Position that involves working with other people, employees and/or students, and working in a supportive role to a teacher or administrator. There are three types of Paraprofessional positions:

1. Paraprofessional I

Assists the teacher(s) with providing instructional services to students either in a classroom, small group, or one on one setting.

Length of yearly contract is nine months.

2. Paraprofessional II

Assists the teacher(s) with providing instructional services to students either in a classroom, small group, or one on one setting.

Length of yearly contract is twelve months.

3. Paraprofessional III

Organizes and manages the Instructional Learning Environment Room (ILE)/Alternative Education Program and supervises the students assigned to the Program. Assists Program students with their organizational and study skills and assists in coordinating with the classroom teacher the students' assignments and progress.

Clerical

Office position that entails primary duties of maintaining district records and interaction with students, parents or other employees.

Secretary

Same characteristics of clerical position except duties also require significant typing, increased level of confidentiality responsibility, and office management skills.

Bookkeeper/Financial

Positions requiring bookkeeping and accounting skills.

An ESP employee may initiate a review of his/her job classification based upon changed or additional job duties and/or responsibilities by making a written request to his/her immediate supervisor no more than once per year. The request shall state the proposed job classification and an explanation for the changed and/or additional job duties or responsibilities. The immediate supervisor and ESP employee shall meet to review the job classification and, after the meeting the immediate supervisor shall make a written recommendation to the Superintendent. A copy of the immediate supervisor's recommendation shall be provided to the ESP employee and the Association.

13.4 Overtime Pay

All non-certified employees will receive one and one-half (1½) times their regular hourly rate for all hours worked beyond forty (40) hours per week. Double time will be paid for emergency work that must be done between midnight and 7:00 a.m., or on a holiday. Prior approval of the employee's supervisor and the Business Manager must be secured before working any overtime.

13.5 Bonus

On an ESP's fifth, tenth, fifteenth, etc., anniversary date, a one hundred dollar (\$100.00) bonus will be given on the next regular payday.

13.6 Waiting Period - Insurance

A new employee may be required to work for a minimum period of time before qualifying for any insurance benefits, as may be determined by the reasonable enrollment conditions of the insurance carrier.

13.7 Payment for Relevant Coursework

An ESP who takes a class that directly relates to his/her job duties may request reimbursement for the course taken, provided (s)he receives prior permission from the Building Principal and the Superintendent. Reimbursement will be in amounts equal to that for teachers under Section 11.11B.

ARTICLE XIV

EMPLOYEE GROUP INSURANCE BENEFITS

14.1 Health Insurance

The District will pay an annual health insurance premium for the single coverage of each employee who works at least thirty (30) hours per week and at least (9) months per year. The employee may insure his/her dependents at the group rate, and pay for the same through payroll deduction; however, the District will pay forty percent (40%) of the premium towards dependents' insurance. If the Board of Education determines the health insurance should be bid, an alternative type of insurance will be included, and the Board reserves the right of selection of plans, even if it means a reduction or increase in some coverage.

Any employee may choose to join an HMO (Health Maintenance Organization), in which case the District will pay an equivalent amount in lieu of the group health insurance premium.

The maximum lifetime medical benefit will increase from \$1 million to \$2 million beginning July 1, 2009, subject to the approval of the Lake Region Benefit Cooperative.

14.2 Dental Insurance

The District will pay an annual dental insurance premium for the single coverage of each employee who works at least thirty (30) hours per week and at least nine (9) months per year. The employee may insure his dependents at the group rate, and pay for the same through payroll deductions.

14.3 Life Insurance

The Board shall provide for each teacher a minimum of \$25,000 Term Life Insurance or \$1,100 of Term Life Insurance for each \$1,000 of salary as reported to the Teachers Retirement System, whichever is greater, to a maximum of \$65,000.

One Thousand Dollars (\$1,000.00) term life insurance per each One Thousand Dollars (\$1,000.00) of annual earnings, with a minimum of Thirty-five Thousand Dollars (\$35,000.00) will be provided to each ESP employee who is employed who works at least thirty (30) hours per week and at least nine (9) months per year. All other ESP employees will receive Fifteen Thousand Dollars (\$15,000.00) of term life insurance.

14.4 Vision Insurance

The District will pay the premium for vision care insurance for the single coverage of each employee who works at least thirty (30) hours per week and at least nine (9) months per year. The employee may insure his dependents at the group rate, and pay for the same through payroll deduction.

14.5 Insurance for Part-Time Teachers

If a teacher is assigned at least 5 class assignments per school year or equivalent and less than 7.5 class assignments or equivalent, and the teacher chooses to pay his/her prorated portion, the Board will provide Health Insurance, and/or Dental Insurance, and/or Life Insurance, and/or Vision Insurance, and prorated sick leave. The prorated portion shall be determined by taking the applicable ratio (the class assignments divided by 10) times the dollar amount the Board is paying for a full time teacher and subtracting that result from the full cost of that particular benefit.

ARTICLE XV

TRANSFERS AND REDUCTION IN FORCE - TEACHERS

15.1. Reduction in Force

When the Board of Education decides it is necessary to reduce the number of teachers in the district because of decreased enrollment, lack of funds or other reasoning, the Association will be notified of such proposed reductions of staff in advance of any public announcement.

15.2 Seniority/RIF Procedures

Seniority. Seniority shall be defined as follows:

- (1) Total years of continuous tenured teaching service in the School District; provided, however, that less than full-time service shall be computed on a PRO RATA basis and that unpaid leaves of absence of ninety (90) consecutive employment days or more shall not be counted in determining seniority.

- (2) If the years of continuous tenured service are equal between two or more teachers, seniority shall be determined by total years of continuous teaching service with the School District; provided, however, that less than full-time service shall be computed on a pro rata basis and that unpaid leaves of absence of ninety (90) consecutive employment days or more shall not be counted in determining seniority.
- (3) If the years of total continuous teaching service with the School District are equal between two or more teachers, then seniority shall be determined by total teaching service in the School District, whether or not continuous. Such service shall be computed in the manner described in (1) and (2) above.
- (4) If two or more teachers remain equal after application of the factor(s) set forth above, then seniority shall be determined by lot.

Annually, no later than February 1st, a tentative seniority listing of all tenured teachers shall be prepared and posted in appropriate locations in the District. A copy of the seniority list shall also be provided to the Association President.

The seniority listing shall include the name, years of continuous tenured service, and other teaching qualifications for each teacher in the District. Non-tenured teachers shall be listed in separate categories.

A teacher shall have twenty (20) employment days from the date of posting of the tentative seniority list to file written objections with the Superintendent or designee to the information shown on the list. After the period for objections has passed, the administration shall prepare and post a finalized seniority list. The failure of a teacher to make a specific, timely objection shall be deemed an acceptance of the seniority ranking and shall prohibit any subsequent challenges to rankings until the posting of a seniority list in the following school year.

Vacancies which must be tendered to honorably dismissed tenured teachers during their period of recall rights include any full-time or part-time positions becoming available. Vacancies shall not be deemed to include, however, any short-term or substitute position of less than sixty (60) days' duration. Honorably dismissed tenured teachers shall be tendered vacancies for which they are legally qualified in order of reverse seniority, with the most senior teacher being offered the available position first. To be eligible for recall, the teacher must provide the Superintendent or designee, in writing, and prior to the last day of employment, the address where he/she can be reached. Upon the tendering of any vacancy during the recall period, the teacher must notify the Superintendent or designee in writing within ten (10) calendar days of certified mailing of the acceptance of the vacancy tendered.

A teacher's failure to notify the District of acceptance of a tendered vacancy shall constitute a rejection of the offered position. Any teacher who rejects an offer of a full-time vacant position for which he/she is qualified shall be deemed to have waived his or her recall rights and will no longer be eligible for any other vacancy becoming available during the remainder of the recall period.

15.3 Transfers/RIF

Under a RIF situation when an involuntary transfer must occur, transfers from Lakes or Antioch High Schools to Allendale or Gateway will be as follows:

If transfers become necessary, the Board shall first seek volunteers to make the transfer. In the event that no qualified volunteers are found, involuntary transfers shall be done using inverse seniority of those qualified. If seniority is equal among those employees, then it shall become a duty of management. Involuntarily transferred teachers shall have the right to reject said transfer and be granted a one year unpaid leave of absence. Any involuntary transferred teacher shall have the right to return to his/her previous assignment and/or have first option to any vacancy for which he/she is qualified.

ARTICLE XVI

SENIORITY FOR REDUCTION IN FORCE - ESP

16.1 Seniority Defined

Seniority shall be defined as the total years of continuous service of an employee starting with the most recent date of hire. Employees who work full-time, twelve months per year, shall receive one full year of seniority credit annually. Any employees working less than full-time, twelve months per year, shall receive prorated seniority credit.

16.2 Resolving Identical Seniority

- A.** If total years of continuous service as an employee in the District are equal as between two or more employees, then seniority shall be determined by total years of service in the District whether or not continuous.
- B.** If total years of service in the District are equal as between two or more employees, then seniority shall be determined by a lottery and witnessed by the Association President and the Superintendent or designee.

16.3 Loss of Seniority

An employee will lose seniority in the following instances: resignation, dismissal for cause, retirement or expiration of the one year recall period after a reduction-in-force under section 10.23-5 of the School Code 105 ILCS 5/10-23.5

16.4 Seniority Retention and/or Accrual

- A.** Seniority shall be retained but shall not continue to accrue during periods of approved unpaid leave of thirty (30) consecutive employment days or more,

during periods of recall pursuant to a reduction in force, and during periods of employment with the District in a position outside the bargaining unit.

- B.** Seniority shall be retained and continue to accrue during paid leaves and approved unpaid leaves less than thirty (30) employment days and when moving from one position to another.

16.5 Seniority Lists

The Administration shall furnish the Association with an annual tentative seniority list and shall post a copy of the list no later than February 1st of each year. The list shall indicate the employees' name and years of seniority. The list shall be posted for twenty (20) calendar days during which time and employee may file a written objection with the Business Manager stating the alleged error and the proposed change. Thereafter, the Administration shall prepare and post a finalized list with a copy to the Association.

16.6 Seniority Rights

In the event of a reduction in force, the employee or employees in the particular job classification affected shall have the right to displace an employee in another job classification who has less seniority, provided the more senior employee has the qualifications and ability to satisfactorily perform the work of the less senior employee. Employees will be recalled in the reverse order in which they were laid off, provided that in order to be so recalled the employee has the qualifications, skill and ability to satisfactorily perform the available work.

ARTICLE XVII

DURATION OF AGREEMENT

17.1 Effective Dates

This agreement shall be effective as of July 1, 2008 and shall remain in effect until June 30, 2012 and annually thereafter unless notice is given by either party (120) days prior to the end of this agreement, on or about March 1. The giving of such notice shall prevent the automatic renewal of the agreement and upon the giving of such notice, a joint conference shall be arranged promptly at the convenience of the parties for the negotiation of the terms and conditions of a new contract.

ARTICLE XVIII

EFFECT OF AGREEMENT

18.1 Complete Understanding

The parties mutually agree that the terms and conditions set forth in this agreement represent the full and complete understanding and commitment between the parties hereto.

18.2 Violations of Law

Should any Article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, said Article, section, or clause, as the case may be, shall be automatically deleted from the Agreement to the extent that it violates the law, but the remaining Articles, sections, and clauses shall remain in full force and effect for the duration of the Agreement, if not affected by the deleted Article, section, or clause.

This Agreement and any subsequent changes shall be incorporated into the rules and regulations of Community High School District #117, County of Lake, Illinois.

_____ **President, Board of Education**

_____ **President, District 117 Education Association**

_____ **Secretary, Board of Education**

_____ **Secretary, District 117 Education Association**

DEFINITIONS

TERM	SHALL MEAN
Administration or Administrator	Those District 117 certificated personnel identified in Section 3.1 as being excluded from the bargaining unit.
Agreement	The negotiated agreement between the Board and the Association for certificated personnel and ESP.
Community High School District #117	The public high school educational organization which owns and provides services at the following locations. <ul style="list-style-type: none"> • Antioch Community High School • Allendale School • Gateway School • Lakes Community High School
Assistant Principals	The positions of: <ul style="list-style-type: none"> • Assistant Principal for Curriculum and Instruction • Assistant Principal for Student Activities, Athletics and Operations. • Assistant Principal for Pupil Personnel Services
Association	The District 117 Education Association.
Base Salary	Remuneration to a teacher for services performed as defined in Article VII, Section 12 of this Agreement and referenced in Appendix A.
Board	The Board of Education of Community High School District 117 of Lake County, Illinois.
Counselor	The same as “teacher,” except when the term is specifically used in the Agreement it shall mean those employees who are certified by the Illinois State Board of Education to serve as counselors in the public schools, and who in fact have been employed by the Board to do so.

Department Chairs	<p>Administrators responsible for the leadership of the following academic areas:</p> <ul style="list-style-type: none"> • Physical Education • Fine Arts • Foreign Language/Media • Applied Technology • Mathematics • Science • Social Studies • Language Arts
Directors	<p>The Positions of:</p> <ul style="list-style-type: none"> • Director of Discipline and Attendance • Director of Special Education • Director of District 117 Gateway Education Program • Director of Technology, Student Activities and Operations • Assistant Athletic Director/Dean • Director of Instruction and Staff Development • District 117 Coordinator – Allendale School • Director of Technology • Technology Technician
District Level Administrator	Administrator whose responsibilities encompass the whole District. ;
Educational Support Personnel	A regularly employed full year or school year full-time or part-time employee who primarily performs secretarial, clerical or paraprofessional duties.
Employee	A teacher or educational support personnel hired as defined in section 3.3 by the school district to work for wages or salary.
In-service Day	One-half day of pupil attendance and one-half day of staff development.

Grievance	A complaint by any employee based on an event or condition which is claimed or considered to be a violation, misinterpretation or misapplication of this Agreement.
School Term	For tuition reimbursement - as defined in Section 11.11 A For salary schedule advancement - as defined in Section 11.2
Teacher	The positions identified in 3.1.

APPENDIX A**A-1****A-2****A-3****A-4**

APPENDIX A-1**SALARY SCHEDULE**

2008-2009

Step	BA	BA+15	MA	MA+15	MA+30
1	41745	42880	44634	45976	47317
2	42580	43738	45527	46895	48263
3	43317	44580	46579	47948	49316
4	44159	45527	47632	49000	50368
5	45001	46474	48790	50158	51421
6	45843	47527	50158	51526	52894
7	46685	48684	51526	52894	54263
8	47632	49842	52894	54263	55631
9	48684	51000	54263	55631	56999
10	49737	52158	55631	56999	58367
11	50789	53315	57210	58578	59946
12	51842	54578	58788	60157	61525
13	52894	55947	60367	61735	63104
14	54052	57315	61946	63314	64682
15	55210	58683	63525	64893	66261
16	56368	60051	65103	66472	67840
17	57525	61420	66787	68156	69524
18		62788	68471	69840	71208
19		64367	70261	71629	72997
20		65630	72050	73418	74786
21		67103	74155	75523	76891
22			76260	77628	78996
23			78470	79838	81207
24			80680	82049	83417
25			82891	84259	85627

APPENDIX A-2**SALARY SCHEDULE
2009-2010**

Step	BA	BA+15	MA	MA+15	MA+30
1	43075	44246	46056	47441	48825
2	43937	45131	46978	48389	49801
3	44815	46034	47917	49357	50797
4	45591	46920	49025	50465	51905
5	46477	47917	50133	51573	53013
6	47363	48914	51351	52791	54121
7	48249	50022	52791	54231	55671
8	49136	51240	54231	55671	57111
9	50133	52459	55671	57111	58552
10	51240	53677	57111	58552	59992
11	52348	54896	58552	59992	61432
12	53456	56115	60213	61653	63093
13	54564	57444	61875	63315	64755
14	55671	58884	63536	64977	66417
15	56890	60324	65198	66638	68078
16	58108	61764	66860	68300	69740
17	59327	63204	68521	69961	71402
18		64644	70294	71734	73174
19		66084	72066	73506	74946
20		67746	73949	75389	76830
21		69075	75833	77273	78713
22			78048	79488	80928
23			80264	81704	83144
24			82590	84030	85470
25			84916	86356	87796

APPENDIX A-3

**SALARY SCHEDULE
2010-2011**

Step	BA	BA+15	MA	MA+15	MA+30
1	44342	45548	47411	48836	50261
2	45229	46459	48359	49813	51266
3	46133	47388	49326	50809	52291
4	47056	48336	50313	51825	53337
5	47870	49266	51476	52988	54500
6	48801	50313	52639	54151	55663
7	49731	51360	53919	55431	56827
8	50662	52523	55431	56943	58455
9	51592	53802	56943	58455	59967
10	52639	55082	58455	59967	61479
11	53802	56361	59967	61479	62991
12	54966	57641	61479	62991	64503
13	56129	58920	63224	64736	66248
14	57292	60316	64969	66481	67993
15	58455	61828	66713	68225	69737
16	59734	63340	68458	69970	71482
17	61014	64852	70203	71715	73227
18		66364	71947	73460	74972
19		67876	73808	75321	76833
20		69389	75670	77182	78694
21		71133	77647	79159	80671
22			79624	81136	82648
23			81950	83463	84975
24			84277	85789	87301
25			86719	88231	89744

APPENDIX A-3

SALARY SCHEDULE
2011-2012

Step	BA	BA+15	MA	MA+15	MA+30
1	45646	46887	48805	50272	51739
2	46559	47825	49782	51278	52774
3	47490	48782	50777	52303	53829
4	48440	49757	51793	53349	54906
5	49409	50752	52829	54416	56004
6	50264	51729	54050	55638	57225
7	51241	52829	55271	56859	58447
8	52218	53928	56615	58202	59668
9	53195	55149	58202	59790	61378
10	54172	56493	59790	61378	62965
11	55271	57836	61378	62965	64553
12	56493	59179	62965	64553	66141
13	57714	60523	64553	66141	67728
14	58935	61866	66385	67973	69560
15	60156	63332	68217	69805	71392
16	61378	64919	70049	71637	73224
17	62721	66507	71881	73469	75056
18		68095	73713	75301	76888
19		69683	75545	77133	78720
20		71270	77499	79087	80674
21		72858	79453	81041	82628
22			81529	83117	84705
23			83605	85193	86781
24			86048	87636	89223
25			88491	90078	91666

APPENDIX B**SPECIAL CONTRACT INCREMENTS****2008-2009**

	Group I	Group II	Group III	Group IV	Group V	Group VI
STEP A	6,621	5,473	4,620	3,739	2,525	1,824
STEP B	7,144	5,915	5,145	4,008	2,784	2,031
STEP C	7,835	6,656	5,574	4,362	3,050	2,226
STEP D	8,523	7,314	6,299	5,066	3,570	2,687

2009-10

	Group I	Group II	Group III	Group IV	Group V	Group VI
STEP A	6,870	5,678	4,793	3,879	2,620	1,892
STEP B	7,412	6,137	5,338	4,158	2,888	2,108
STEP C	8,129	6,905	5,784	4,525	3,165	2,310
STEP D	8,843	7,589	6,535	5,256	3,704	2,788

2010-11

	Group I	Group II	Group III	Group IV	Group V	Group VI
STEP A	7,144	5,905	4,985	4,035	2,725	1,968
STEP B	7,709	6,382	5,551	4,324	3,004	2,192
STEP C	8,454	7,181	6,015	4,706	3,291	2,402
STEP D	9,196	7,892	6,796	5,466	3,852	2,899

2011-12

	Group I	Group II	Group III	Group IV	Group V	Group VI
STEP A	7,430	6,141	5,184	4,196	2,834	2,047
STEP B	8,017	6,637	5,773	4,497	3,124	2,280
STEP C	8,792	7,469	6,255	4,894	3,423	2,498
STEP D	9,564	8,208	7,068	5,685	4,006	3,015

APPENDIX B-1**GROUP I**

Head Football (1)
 Head Track if Indoor (1 ea)
 [Student Assistance Program (1)]

Head Wrestling (1)
 Vocal Music Director (1)

Head Basketball (1 ea)
 Band Director w/ Comp MB (1)

GROUP II

Head Baseball (1)
 Head Track w/out indoor (1 ea)
 Head Cross Country (1 ea)
 Asst Basketball (3 ea) + Frosh B
 Asst Football (8)
 Asst Track if Indoor (2.5 ea) +105
 Yearbook (1)
 Band Director w/out Comp MB (1)

Head Gymnastics (1)
 Head Field Hockey (1)
 Athletic Trainer-Fall (1)
 Athletic Trainer-Winter (1)
 Athletic Trainer-Spring (1)
 Musical Director (1)
 Newspaper (1)

Head Softball (1)
 Head Tennis (1 ea)
 Head Soccer (1 ea)
 Head Volleyball (1 ea)
 Asst Wrestling (2) +40
 Play Sponsor [2 plays]
 Concession Mgr (1)

GROUP III

Head Golf (1 ea)
 Head Bowling (1)
 Head Speech Team (1)
 Asst Softball (3)
 Asst Volleyball (1 ea per level)
 Counselors: 350 to 1
 Asst Track w/out Indoor (2.5 ea) +105

Head Dance – Winter (1)
 Head Dance – Fall (1)
 Asst Cross Country (1 ea if 25+)
 Asst Gymnastics (1)
 Asst Soccer (2 ea) +45
 Student Council (1)

Head Cheerleading –Fall (1)
 Head Cheerleading-Winter (1)
 Asst Tennis (1 ea)
 Asst Field Hockey (1 per level)
 Asst Baseball (3) +50

GROUP IV

Asst Dance –Fall (1)
 Asst Dance –Winter (1)
 Color Guard / Flags (1)
 Asst Student Council (1)
 Chamber Choir (1)

Asst Cheerleading –Fall (1)
 Asst Cheerleading-Winter (1)
 Asst Golf (1 ea if 18+)
 Asst Speech Team (1)
 Jazz Band (1)

Head Academic Team (1)
 Head Math Team (1)
 Head National Honor Society (1)
 Jazz Choir (1)

GROUP V

Literary Advisor (1)
 Asst Academic Team (1)
 Asst Drama (2) set & sound
 DECA Sponsor (1)
 Environmental Club (1)
 Asst Athletic Director / Athletic Supervision – Spring (1)
 [Asst Yearbook (1)]

Class Sponsor (1 ea class)
 Prom Sponsor (1)
 Asst Spring Drama Musical (2)
 FCCLA sponsor (1)
 Certified Strength and Conditioning Coach – Spring (1)
 [Athletic Service Club(1)]

Asst Math Team (1)
 Asst National Honor Society (1)
 Pep Band (1)
 Student Assistance Team(SAP) (3)
 Coach – Winter (1)
 [Bookstore Mgr (1)]

GROUP VI

Club Sponsors
 Asst Athletic Director / Athletic Supervision –Fall (1)
 Asst Athletic Director / Athletic Supervision – Winter (1)
 Certified Strength and Conditioning Coach – Fall (1)
 Certified Strength and Conditioning Coach – Spring (1)

Freshman Advisory (2)

Snowball

=====

Advancement from one step to another on the increment schedule shall be made upon the recommendation of the Superintendent, with input from the Assistant Principal for Athletics and Activities and approval of the Board.

Upon completion of every two years of service, there will be automatic vertical movement down the scale provided in Appendix B unless coach/sponsor is in the remediation process.

All increment positions will be evaluated no less than once every three years to effect horizontal movement.

All vacancies in the increment positions shall be made known to all employees as provided in Article VII, Section 17.

An assistant coach moving to a head coaching position in the same sport shall be placed on the closest equivalent step suffering no loss in pay.

(The Fine Arts increments include those activities performed beyond the normal teaching load, including stage band and swing choir. If the Fine Arts increments are divided among other staff members or dropped, the increments will be prorated or revised at the discretion of the Superintendent and the Board of Education).

[] = positions currently unfilled or suspended
(number) = optimum number of positions

* The position of Strength and Conditioning Coach requires certification and will take effect beginning with the 2009-10 school year.

Clubs in Existence: Spanish, German, Key, ACE, Art, Anime, Ski and Snowboard, DECA, FCCLA, Peer Mediation, Thespian, Mock Trial, Model UN

The Board will make available \$1000 per building for "seed" money to be used for developing new activities or clubs. Such money may only be disbursed after a signed, written agreement is reached between the Principal and Association Building Representative. The intent is to provide funds for start-up costs of 3-5 new activities or clubs, subject to interest. It is not intended to provide a \$1000 stipend to one club or activity.

APPENDIX B-2
ADDITIONAL COMPENSATION SCHEDULE

	2008-09	2009-10	2010-11	2011-12
Summer School (per hour)	39.77	41.26	42.91	44.63
Convention Expense	773.47	802.47	834.57	867.95
Intra-school Substitution Single Class	31.83	33.02	34.35	35.72
Combined Class	23.89	24.79	25.78	26.81
Graduate/Undergraduate Credit	154.68	160.48	166.90	173.58
Supplemental Jobs (Group I)	46.92	48.68	50.63	52.65
(Group II)	60.09	62.34	64.84	67.43
(Group III)	67.00	69.51	72.29	75.18
Allendale Teacher Lunch Stipend	486.46	504.71	524.89	545.89
Summer Curriculum	29.83	30.94	32.18	33.47
Staff Development Outside the School Day or Academic Year	23.86	24.76	25.75	26.78

Supplemental Jobs

Group I

Ticket Sales – Football	Pass Gate – Basketball
Ticket Sales – Basketball	Show Choir Assistant
Ticket Sales – Wrestling	Accompanist for Choir Performances
Ticket Sales – Drama	Reader – Academic Team
Ticket Sales – Concerts	Upper Deck Superv. - Basketball
Ticket Taker – Football	Timer – Academic Team
Ticket Taker – Basketball	Proctor – Math Competition
Pass Gate – Football	Class Sponsorship Activities

GROUP II

Spectator Bus Supervision	Announcer – Basketball/Football
Crowd Control – Basketball/Football	Timer – Track
Game Films – Football	Intramural Supervision
Timer (one game) – Basketball/Football/Volleyball/Soccer/Field Hockey	

GROUP III

Timer/ Scorer – Football	Timer – Wrestling
Timer – Basketball	Timer/Scorer – Volleyball/Cross Country
Supervise Scorer – Soccer	Chain Crew - Football
Table Officials – Wrestling	Supervise Site - Tennis
Scorer – Basketball	Underclass Timer – Basketball
Scorer – Track/Cross Country	Announcer/Scorer – Gymnastics

GROUP IV – Pay per hour equal to Summer School Pay

Supervisor – Saturday School
Home Bound Tutor

APPENDIX C**C-1 – GRIEVANCE INITIATION FORM****C-2 – RESPONSE – STEP II – GRIEVANCE****C-3 – RESPONSE – STEP III – GRIEVANCE****C-4 – GRIEVANCE WITHDRAWAL/ACKNOWLEDGEMENT**

APPENDIX C-I

COMMUNITY HIGH SCHOOL DISTRICT 117

STEP I - GRIEVANCE INITIATION FORM

To be submitted to the immediate supervisor within fifteen (15) days of the alleged occurrence or when the grievant knew or legitimately should have known of the incident.

NAME OF EMPLOYEE: _____

=====

DATE THE CAUSE GIVING RISE TO THE GRIEVANCE OCCURRED?

ARTICLE/SECTION/PROVISION OF THE
NEGOTIATED AGREEMENT ALLEGED TO HAVE
BEEN VIOLATED

STATEMENT OF FACTS GIVING RISE TO THE GRIEVANCE (Be specific and thorough)

(Attach additional pages as necessary)

REMEDY SOUGHT BY THE EMPLOYEE

(Attach additional pages as necessary)

SIGNATURE OF GRIEVANT

DATE

Distribution: Original - Immediate Supervisor Employee- Retain Copy

APPENDIX C-II

COMMUNITY HIGH SCHOOL DISTRICT 117

RESPONSE - STEP I - GRIEVANCE

NAME OF EMPLOYEE: _____

GRIEVANCE # _____

DATE THE GRIEVANCE WAS RECEIVED BY THE IMMEDIATE SUPERVISOR _____

=====

RESPONSE OF THE IMMEDIATE SUPERVISOR

(Attach additional pages as necessary)

DATE: _____ SIGNATURE: _____

Distribution: Original - Employee Immediate Supervisor - Retain Copy & Send Copy to the Principal

=====

APPEAL TO STEP II

NAME OF EMPLOYEE: _____

If you desire to appeal this determination to Step II, sign and date in the space indicated below and present this appeal to the Office of the Principal within ten (10) days of receipt of this notification. Attach to this appeal a copy of the Step I Grievance Initiation Form.

SIGNATURE OF EMPLOYEE: _____ DATE: _____

APPENDIX C-III

COMMUNITY HIGH SCHOOL DISTRICT 117

RESPONSE - STEP II - GRIEVANCE

NAME OF EMPLOYEE: _____

GRIEVANCE # _____

DATE THE GRIEVANCE WAS RECEIVED BY THE PRINCIPAL _____

=====
RESPONSE OF THE PRINCIPAL

(Attach additional pages as necessary)

DATE: _____ SIGNATURE: _____

Distribution: Original - Employee Principal - Retain Copy Copy - Immediate Supervisor and Superintendent

APPEAL TO STEP III

NAME OF EMPLOYEE: _____

If you desire to appeal this determination to Step III, sign and date in the space indicated below and present this appeal to the Office of the Superintendent within ten (10) days of receipt of this notification. Attach to this appeal a copy of the Step I Grievance Initiation Form and a copy of the response at Step I.

SIGNATURE OF EMPLOYEE: _____ DATE: _____

APPENDIX C-IV

COMMUNITY HIGH SCHOOL DISTRICT 117

RESPONSE - STEP III - GRIEVANCE

NAME OF EMPLOYEE: _____

GRIEVANCE # _____

DATE THE GRIEVANCE WAS RECEIVED BY THE SUPERINTENDENT _____

=====

RESPONSE OF THE SUPERINTENDENT

(Attach additional pages as necessary)

DATE: _____ SIGNATURE: _____

If the grievance is not settled to the satisfaction of the employee at Step III the Association or the Board, with the concurrence of the other, may voluntarily agree to mediate the grievance (Step IV). In the absence of an agreement to mediate the grievance, or in the event mediation of the grievance is not successful, the Association may submit it to final and binding arbitration (Step V) with the American Arbitration Association to act as administrator of the proceedings. If such a demand is not filed within thirty (30) days of receipt of the answer in Step III the grievance shall be deemed withdrawn. Each party shall bear the full costs for its representation in the arbitration. The cost of the arbitrator and the AAA will be equally divided between the parties.

Distribution: Original - Employee Copies: Superintendent, Principal and Immediate Supervisor

COMMUNITY HIGH SCHOOL DISTRICT 117

STEP IV – REQUEST FOR MEDIATION

NAME OF EMPLOYEE: _____

GRIEVANCE # _____ DATE OF RESPONSE AT STEP III: _____

Party requesting the grievance be submitted to mediation: _____ Date of request: _____

_____ Board _____ Association

The party requesting that the grievance be submitted to mediation shall explain below its reason(s) for the request, and forward this form to the other party.¹

Signature of Official Making the Request Date

(Attach additional pages as necessary)

The request to mediate the grievance identified by number above is:

_____ Accepted _____ Rejected (Attach a statement of reasons)

Signature of Official Making the Determination Date

If the request is accepted, the parties will meet to carry out the provisions in Section 8.3, Step 4. If the request is rejected, the Association may submit the grievance to final and binding arbitration with the American Arbitration Association to act as administrator of the proceedings. If such a demand is not filed within thirty (30) days of receipt of the determination in Step IV the grievance shall be deemed withdrawn.

Distribution: Original to party making the request

Copy – Respondent & Grievant

¹ If the Association is the requesting party, this form shall be sent to the Superintendent. If the Board is the requesting party, this form shall be sent to the Association President.

APPENDIX C-VI

COMMUNITY HIGH SCHOOL DISTRICT 117

GRIEVANCE WITHDRAWAL FORM

As provided in Section 8.5 F of the negotiated agreement between the Board of Education and the District 117 Education Association, " A grievance may be withdrawn in writing, on forms available in the Office of the Principal, at any level without establishing precedent."

NAME OF EMPLOYEE: _____

By the filing of this form with the Office of the Superintendent I hereby withdraw the grievance I filed on _____, a copy of which is attached for reference.

A copy of the Grievance Initiation Form for the grievance being withdrawn must be attached.

Signature of Employee Date

Forward this form, when completed, to the Office of the Superintendent

Below For Office Use Only

Date on which the Grievance Withdrawal Form was received in the Office of the Superintendent

Date on which the Grievance Withdrawal Form was acknowledged (attach a copy of the acknowledgment for file)

Distribution by Superintendent:

Original - Grievance File

Copies - All Administrators involved at Steps 1-2-3 (with a copy of the Acknowledgment Letter attached)

Acknowledgment Letter - Original to Employee

Copies distributed as indicated above

APPENDIX C-VII

*COMMUNITY HIGH SCHOOL DISTRICT 117***ACKNOWLEDGMENT - GRIEVANCE WITHDRAWAL FORM**

As provided in Section 8.5F of the negotiated agreement between the Board of Education and the District 117 Education Association, "A grievance may be withdrawn in writing, on forms available in the Office of the Principal, at any level without establishing precedent."

To:

Community High School District #117
1625 Deep Lake Road
Lake Villa, Illinois 60046

Re: Withdrawal of Grievance

This letter will acknowledge receipt of the attached Grievance Withdrawal Form. As a result of the receipt of the Grievance Withdrawal Form, the administration will consider that the grievance has been officially withdrawn on the date the Form was received in the Office of the Superintendent and will not proceed with the scheduling of any meeting called for with regard to the grievance as identified on the copy of the Grievance Initiation Form attached to the Grievance Withdrawal Form.

Very truly yours,

Superintendent

Distribution: Original - Employee

Copies - All Administrators involved at Steps 1-2-3 and
Grievance File

APPENDIX D**PERSONAL LEAVE FORMS**

- 1. PERSONAL LEAVE NON-MEDICAL EMERGENCY LEAVE NOTICE
(TEACHERS)**

- 2. EMERGENCY PERSONAL LEAVE REQUEST (ESP)**

COMMUNITY HIGH SCHOOL DISTRICT 117

PERSONAL LEAVE NON-MEDICAL EMERGENCY LEAVE NOTICE

THIS FORM MUST BE RECEIVED IN THE OFFICE OF THE PRINCIPAL NOT LESS THAN THREE (3) SCHOOL DAYS IN ADVANCE OF THE DATE OF THE REQUESTED LEAVE, EXCEPT IN THE CASE OF AN EMERGENCY.

CERTIFIED PERSONNEL

Name _____ Date of request _____

Date(s) of leave _____ Period(s) out of building – Circle 1 2 3 4 5 6 7 8

(a) Will a substitute be needed? Yes ___ No ___

(b) If yes, for what period(s)? Circle 1 2 3 4 5 6 7 8

I hereby affirm that the personal business cannot be attended to when school is not in session and that the leave is in compliance with the negotiated collective bargaining agreement.

Signature Date

Return the form to the Principal for initial approval

If the date(s) of the requested leave are during the first or last five (5) days of the school year, on a school day immediately prior to or following a school vacation or holiday, a written explanation must accompany this request.

Routing		
Approved	Disapproved	
		Principal
		Superintendent

Return the form to the Superintendent

Distribution by District Office: **White** - District Office **Canary** - Employee **Pink** - Principal **Gold** - Department Leader

COMMUNITY HIGH SCHOOL DISTRICT 117

EMERGENCY PERSONAL LEAVE REQUEST

EDUCATIONAL SUPPORT PERSONNEL

Name _____ Date of request _____

Date(s) of leave _____

In accord with the provisions of Section 10.6 of the negotiated agreement, I am requesting emergency personal leave as indicated above.

Signature Date

Return the form to the immediate supervisor for initial approval

Routing		
Approved	Disapproved	
		Supervisor
		Business Manager

Return the form to the Business Manager

Distribution by District Office: - **Canary** - District Office **White** - Employee **Pink** - Principal **Gold** - Department Leader

APPENDIX E

**PERSONNEL FILE
RIGHT OF ACCESS
APPENDIX E**

COMMUNITY HIGH SCHOOL DISTRICT 117

PERSONNEL FILE

*RIGHT OF ACCESS
(ARTICLE 9.3 D)*

NAME OF EMPLOYEE _____

As provided in Article 9.3 D of the negotiated agreement between the Board of Education of Community High School District 117 and the District 117 Education Association I am requesting access to my personnel file.

Signature Date

Note: Section 9.3 D provides for “reasonable advance notice” not to exceed seven (7) working days. Accordingly, access will, therefore, be granted as soon as reasonably possible, but not later than seven (7) days following receipt of this request. Access will be granted during the regular business day of the District 117 Administrative Office and will take place in the District 117 Administrative Office.

To be completed by the Office of the Superintendent	
Date on which the request was received?	
Date on which access was granted?	
Conditions, if any:	

APPENDIX F

**RETIREMENT INCENTIVE PROGRAM - FORM
RETIREMENT APPRECIATION PROGRAM - FORM**

APPENDIX F-I

COMMUNITY HIGH SCHOOL DISTRICT 117
 1625 DEEP LAKE ROAD
 LAKE VILLA, ILLINOIS 60046

RETIREMENT INCENTIVE PROGRAM
(Section 11.21 – Early Retirement Incentive Option)

NAME: _____ DATE OF BIRTH: _____

Age at the end of this school term	# of TRS years credited at the end of this school term
------------------------------------	--

In accord with the provisions of Section 11.21 of the negotiated agreement between the Board and the Association, I herewith submit my irrevocable notice of resignation for the purpose of retiring. The effective date of this resignation for the purpose of retiring is _____.

 Signature of Teacher Date

THE COMPLETED FORM IS TO BE FORWARDED TO THE OFFICE OF THE SUPERINTENDENT NO LATER THAN APRIL 1 OF THE YEAR OF PARTICIPATION IN THE PROGRAM

ACTION BY THE BUSINESS OFFICE

Date the application was received in the Office of the Superintendent

_____ Accept Application _____ Reject Application (If rejected, an explanation is to be attached)

Amount to be paid to the teacher = an amount = to 1/2 of the penalty of the employee.	Current Salary	Age	TRS Years Credited	% Penalty and \$ Amount	Amount to Teacher = 50% of Penalty
---	----------------	-----	--------------------	-------------------------	------------------------------------

 Signature of Business Manager Date

Distribution: Original – Teacher Copies – Business Office and OPF

APPENDIX F-II

COMMUNITY HIGH SCHOOL DISTRICT 117
 1625 DEEP LAKE ROAD
 LAKE VILLA, ILLINOIS 60046

RETIREMENT INCENTIVE PROGRAM
(Section 11.22 A – Retirement Incentive Option)

NAME: _____ DATE OF BIRTH: _____

Age at the beginning of the next school term	# of years in the TRS at the beginning of the next school term
--	--

In accord with the provisions of Section 11.22 A of the negotiated agreement between the Board and the Association, I herewith submit my irrevocable notice of resignation for the purpose of retiring. The effective date of this resignation for the purpose of retiring is _____.

 Signature of Teacher Date

THE COMPLETED FORM IS TO BE FORWARDED TO THE OFFICE OF THE SUPERINTENDENT NO LATER THAN APRIL 1 OF THE YEAR PRECEDING PARTICIPATION IN THE PROGRAM, UNLESS OTHERWISE INDICATED IN THE CHART IN APPENDIX F-III

ACTION BY THE BUSINESS OFFICE

Date the application was received in the Office of the Superintendent

_____ Accept Application _____ Reject Application (If rejected, an explanation is to be attached)

If accepted, year(s) in which the bonus will be applied, and, if known, the amount of the bonus	YEAR	INCENTIVE AMOUNT (If Known)

 Signature of Business Manager Date

Distribution: Original – Teacher Copies – Business Office and OPF

APPENDIX F-III

COMMUNITY HIGH SCHOOL DISTRICT 117
 1625 DEEP LAKE ROAD
 LAKE VILLA, ILLINOIS 60046

RETIREMENT APPRECIATION PROGRAM
(Section 11.22 B – Appreciation Option)

NAME: _____ DATE OF BIRTH: _____

Age at the beginning of the next school term	# of years in the TRS at the beginning of the next school term
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In accord with the provisions of Section 11.22 B of the negotiated agreement between the Board and the Association, I herewith submit my irrevocable notice of resignation for the purpose of retiring. The effective date of this resignation for the purpose of retiring is _____.

 Signature of Teacher Date

THE COMPLETED FORM IS TO BE FORWARDED TO THE OFFICE OF THE SUPERINTENDENT NO LATER THAN APRIL 1 OF THE YEAR PRECEDING PARTICIPATION IN THE PROGRAM, UNLESS OTHERWISE INDICATED IN THE CHART IN APPENDIX F-III

ACTION BY THE BUSINESS OFFICE

Date the application was received in the Office of the Superintendent

_____ Accept Application _____ Reject Application (If rejected, an explanation is to be attached)

If accepted, year in which the bonus will be applied, and, if known, the amount of the bonus	YEAR	APPRECIATION AMOUNT (If Known)

 Signature of Business Manager Date

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CERTIFICATION BY PHYSICIAN

Describe the serious health condition¹ giving rise to the request by the employee for extended sick leave.

(Attach Additional Pages As Necessary)

Date the serious health condition commenced/will commence.

Probable duration of the serious health condition (approximate date of return to work).

Medical facts, including the recommendation of the physician, concerning continuation in the current work assignment.

(Attach Additional Pages As Necessary)

Print/Type Name of Physician _____

Signature of Physician _____

_____ Date

Please return to: Office Of The Business Manager
Community High School Dist. 117
1625 Deep Lake Road
Lake Villa, IL 60046
