

# **AGREEMENT**

BETWEEN THE

**BOARD OF EDUCATION**  
WINTHROP HARBOR SCHOOL DISTRICT #1  
LAKE COUNTY, ILLINOIS

AND THE



**WINTHROP HARBOR COUNCIL**  
LAKE COUNTY FEDERATION OF TEACHERS  
LOCAL 504, IFT-AFT/AFL-CIO

**2007 – 2010**

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# **ARTICLE 1**

## **GENERAL PROVISIONS**

### **(1) Section A - Parties to the Agreement/Recognition**

The Board of Education, Winthrop Harbor School District No. 1, Lake County, Illinois, hereinafter referred to as the "Board", recognizes the Winthrop Harbor Council, Lake County Federation of Teachers, Local 504, IFT-AFT/AFL-CIO, hereinafter referred to as the "Union", as the sole and exclusive bargaining agent for all regularly employed certificated personnel, full-time and regularly employed part-time secretaries, instructional aides, inclusional aides, lunch and playground supervisors/coordinators, custodians, health aides, attendance clerk, bookkeepers, hearing impaired interpreters, maintenance workers and bus drivers and excluding all supervisors, managerial, and confidential employees including Secretary to the Board of Education/Superintendent, and Administrative Secretary as defined in the Illinois Educational Labor Relations Act.

### **(1) Section B - Bargaining Unit/Scope**

As used in this Agreement, the term "employees" shall mean all members of the bargaining unit, the term "teachers" shall mean certificated members of the bargaining unit, and the term "classified staff" shall mean non-certificated members of the bargaining unit. Where the parties intend to limit language to a specific category within the bargaining unit, that category shall be named (i.e., secretary, instructional aide, custodian, teacher, etc.).

## ARTICLE 2

### EMPLOYEE RIGHTS

#### **(2) Section A - Seniority**

As used hereinafter the term "seniority" shall be defined as the length of an employee's continuous service with the Board from date of hire. Continuous service is defined as service rendered as a full-time employee and member of the bargaining unit except as specified below. Seniority shall not accrue or be deemed interrupted during any unpaid leave of absence.

Tenured teachers reduced to part time shall accrue seniority in proportion to their employment status. Classified staff reduced to part time shall accrue seniority in proportion to their employment status.

#### **(2) Section B - Disciplinary Conference**

When any employee is required to appear before an administrator, an employer committee, or Board of Education, or Board of Education member concerning any matter which is disciplinary in nature, the employee shall be given reasonable prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the employee's choice present to advise the employee and represent the employee during such meeting or interview. In the event the employee is a first year teacher, the mentor will be present for such meeting unless attendance by the mentor is refused by the first year teacher.

#### **(2) Section C - Student Discipline**

A teacher shall be responsible for the conduct of his/her class and for maintaining discipline and order in his/her presence, in the school building, and on the school grounds. The Board also recognizes its responsibility to give support and assistance to the teacher with respect to the maintenance of control and discipline in the classroom.

#### **(2) Section D - Parent Complaints**

Any complaint by a parent(s) of a student directed toward an employee shall be reported to the employee.

#### **(2) Section E - Assignments**

An employee shall be given written notice of his/her assignment no later than April 30 for the following school year. Assignment may be changed if there is a resignation, termination, or other emergency affecting the employee's assignment.

#### **(2) Section F - Classified Staff Job Descriptions**

Job descriptions shall be given to all classified staff and shall be reevaluated for content from time to time by the immediate supervisor.

The Union President shall be given one (1) copy of all current job descriptions and shall also be given one (1) copy of any newly created or altered job descriptions as they occur.

**(2) Section G - Classified Staff Job Category**

For purposes of reduction-in-force (layoff) and other rights as may be outlined in this Agreement the classified staff shall be divided into the following job categories or subcategories:

**1. Secretaries**

- a. Full-Time Secretaries
- b. Part-Time Secretaries

**2. Instructional Aides**

- a. Full-Time Instructional/Inclusional Aides
- b. Part-Time Instructional/Inclusional Aides

**3. Lunch and Playground Supervisors/Coordinators**

- a. Full-Time Playground Supervisors/Coordinators
- b. Part-Time Playground Supervisors/Coordinators

**4. Custodians**

- a. Coordinator of Buildings and Grounds and Full-Time Maintenance Workers
- b. Part-Time Custodians

**5. Health Aides**

- a. Full-Time Health Aides
- b. Part-Time Health Aides

**6. Attendance Clerks**

- a. Full-Time Attendance Clerks
- b. Part-Time Attendance Clerks

**7. Bus Drivers**

Short term temporary classified staff are not governed by the terms of this Agreement.

The definition of full-time classified staff shall be thirty-seven and one-half (37½) paid hours worked per week. The job categories which are presently receiving full-time benefits at a thirty (30) paid hours per week level or more, shall continue to receive full-time benefits for the current classified staff for the duration of this Agreement.

**(2) Section H - Vacancies - Teachers/Classified Staff**

- 1. A "vacancy" occurs when there is an unfilled position within the bargaining unit.
- 2. Employees may submit applications in advance to fill vacancies should they occur. Applications may be filed at any time and shall be held on file by the District until the commencement of the next school year.

3. Whenever teacher vacancies occur when school is in session, a notice shall be posted for five (5) school days in each faculty lounge or lunchroom.
4. Should a vacancy occur, employees who have expressed an interest in said position in writing shall also be contacted by the Administration and notified of the vacancy. Should the vacancy occur when school is not in session, the Administration shall notify teachers in writing who have previously expressed a written interest in possible vacancies in a specific grade level or subject.
5. The teachers so notified shall have the responsibility of contacting the Administration indicating their interest in the position within three (3) days of receipt of such notice.
6. In filling a vacancy, the District shall follow the standards used in cases of voluntary transfers except that employees returning from leaves of absence shall be given additional consideration.
7. In the event a classified staff position becomes vacant, the vacancy shall be posted for three (3) school days in each building. Any member of the bargaining unit may apply to fill the vacancy and if qualified shall be granted an interview. Should a vacancy occur when school is not in session, the Administration shall notify classified staff employees in writing who have previously expressed written interest in possible vacancies.

## **(2) Section I - Teacher Reassignment**

### **1. Definitions**

A "reassignment" occurs when a teacher's instructional duties change from one grade level to another.

A "voluntary reassignment" is one which is agreed to by the teacher.

An "involuntary reassignment" is one which is not agreed to by the teacher.

### **2. Procedures**

- a. Prior to any reassignment, a notice shall be posted for five (5) school days in each elementary faculty lounge or lunchroom or in each junior high faculty lounge or lunchroom as may be appropriate. Teachers applying for the reassignment shall state the reasons for their request. If a teacher who requests a reassignment does not receive the reassignment, he/she shall be given in writing the reason(s) why his/her request was denied.
  - b. In selecting a teacher for reassignment, the Administration shall consider among other things, teacher input, education and training, evaluations, and the best interests of the District.
  - c. No teachers shall be involuntarily reassigned until all volunteers have been considered.
  - d. The District shall promptly notify a teacher of his/her reassignment. A teacher involuntarily reassigned shall be given the reason(s).
3. An involuntary reassignment will be reviewed by the Superintendent upon written request within ten (10) days of the request.

**(2) Section J - Non-Promotional Transfers - Teachers/Classified Staff**

**1. Definitions**

A "transfer" occurs when there is relocation of a teacher from an elementary position (K-5) to a junior high position (6-8) or from a junior high position to an elementary position.

A "voluntary transfer" is a transfer which is agreed to by the teacher.

An "involuntary transfer" is a transfer which is not agreed to by the teacher.

**2. Procedures**

- a. When it is necessary to transfer teachers, to the extent possible, all volunteers shall first be considered.
- b. Prior to any teacher transfer, a notice shall be posted for five (5) school days in each faculty lounge or lunchroom asking for volunteers. Teachers applying for the transfer shall state the reasons for their request. If a volunteer is not selected, the teacher volunteering shall be given reasons why his/her request was denied.
- c. In selecting a teacher for voluntary transfer, the Administration shall consider, among other things, teacher input, length of teaching experience, education and training, evaluations, and the best interests of the District. If the qualifications of two (2) or more teachers are equal, length of service within the District shall be the determining factor.
- d. A teacher involuntarily transferred shall be given the reasons in writing for his/her selection. No teacher shall be transferred for arbitrary or capricious reasons.

**3. Classified Staff Transfers**

A classified staff transfer is defined as a relocation from one building to another or a move from one job to another within the same job category and at the same rate of pay. A voluntary transfer is defined as one requested and/or agreed to by the classified employee. An involuntary transfer is defined as one invoked by the Board. The Board shall have the right to make involuntary transfers. No classified staff employee shall be transferred for arbitrary or capricious reasons. A classified staff employee who is involuntarily transferred shall receive reasons for the transfer in writing. Involuntary transfers must be reviewed by the Superintendent within ten (10) days if requested in writing by the classified staff employee. Prior to any involuntary transfer to a vacant existing position, or a newly created position, a notice shall be posted for three (3) school days in each building.

Classified staff shall receive voluntary transfers over any non-bargaining unit member. As between two (2) or more classified employees who make application for a transfer to a vacant posted position, the position shall be filled on the basis of seniority. The final decision shall be within the sole discretion of the Board/Administration.

**(2) Section K - Promotions - Teachers/Classified Staff**

**1. Teachers**

A teacher may submit an application for a promotional position at any time; and, if no position is open, he/she may indicate the type and kind of position desired.

## **2. Classified Staff**

A classified staff promotion is defined as a change from a lower paying job to a higher paying job. For purposes of this section, total annual salary shall be used to determine whether a change is from a lower paying job to a higher paying job.

All classified staff are eligible to apply for promotions by making written application pursuant to the directions of the job posting. Both current classified staff and outside applicants are eligible for consideration. Current classified staff who apply shall be guaranteed an interview. If the qualifications of two (2) or more current classified staff applicants are equal, length of service within the District shall be the determining factor. The final decision shall be within the sole discretion of the Board/Administration.

### **(2) Section L - Classified Staff Reduction-in-Force/Notice/Recall Rights**

When the Board orders a reduction in force, it shall designate such reduction by job category. Classified staff shall be dismissed in an order inverse to their seniority within each job category (i.e., the least senior in each category is the first to receive a layoff). If the Board has any vacancies for the following school term or within one (1) calendar year from the beginning of the following school term, classified staff shall have recall rights to the job category from which they were laid off if they are qualified to hold the open position.

It shall be the responsibility of the classified staff to notify the District of his/her current address for recall purposes. The Board shall mail recall notices by certified mail, return receipt requested. Recalled classified staff shall have ten (10) calendar days from the date of mailing to notify the Board of acceptance and shall have fifteen (15) calendar days from the date of mailing of the recall notice to report to duty. Recalled classified staff shall be restored to their proper place on the pay schedule and shall retain all previously accumulated benefits and seniority. Any recalled classified staff who fails to give notice of acceptance or report within the prescribed time limits shall forfeit all rights herein.

### **(2) Section M - Classified Staff Suspension and Dismissal**

The first ninety (90) days following the initial date of employment shall be the classified staff probationary period. During this time, the classified staff may be suspended without pay or dismissed with or without just cause. Upon request, the classified staff shall be given a written explanation.

After the probationary period, if the Superintendent issues a recommendation to the Board for suspension without pay and/or dismissal, the Board shall afford the classified staff the opportunity to know the charges and evidence, and to present a defense prior to rendering a final decision. Dismissal of any non-probationary employee shall be for just cause. The Superintendent may suspend without pay for up to ten (10) working days pending the Board hearing.

### **(2) Section N - Reinstatement of Former Classified Staff**

Former classified staff who are rehired, other than those recalled from layoff, shall be treated as new employees.

**(2) Section O - SEDOL Programs**

If the Board decides to bring back SEDOL programs, then prior to notifying SEDOL of such a decision, the Board shall post the open positions for all teachers to see. Teachers shall have an opportunity to apply for such a position and if qualified shall be hired prior to any outside applicants being considered.

If the Board were compelled by law to take back a SEDOL program, the parties shall commence bargaining with respect to the above Section A.

**(2) Section P - Meetings**

Administration shall provide a minimum of a twenty-four (24) hour written notice to employees for faculty, staff, or other administratively called group meetings unless an emergency requires otherwise.

**(2) Section Q – Kindergarten Teachers/Kindergarten Orientation Night**

Kindergarten teachers who attend Kindergarten Orientation Night shall be excused from attending one (1) of two (2) required yearly workshops necessary to qualify for the day off on the Wednesday before Thanksgiving Holiday.

## **ARTICLE 3**

### **UNION RIGHTS**

#### **(3) Section A - Information**

Upon written request, at the beginning of each school year, the Board shall provide the Union with a list of all new teachers for the current school year showing their lane and step placement on the salary schedule and their years of experience used for salary schedule placement purposes, and a list of all continuing faculty with current salaries showing lane and step placement on the salary schedule. The Board shall provide the Union the above information for a teacher hired after the beginning of the current school year within ten (10) school days of receipt of the Union's written request for this information.

Upon written request, at the beginning of each school year, the Board shall provide the Union with a list of all new classified staff hires for the current school year, their hourly rates, their work experience and education used for salary determination, and a list of all continuing classified staff showing their hourly rates. The Board shall provide the Union the above information for a classified staff employee hired after the beginning of the current school year within ten (10) school days of receipt of the Union's written request for this information.

The Board at its expense shall provide the Union with the agenda and minutes of all Board meetings. Information requested by the Union for collective bargaining purposes or grievance preparations shall be paid for by the Union at the rate currently in effect for documents furnished pursuant to Illinois Freedom of Information Act requests.

The Board may, at its expense, secure needed information from the Union for the same purposes, such as salary settlements and contracts from negotiations in other districts. The Board shall pay all reasonable costs for the procurement of this information

#### **(3) Section B - Union Use of District Facilities and Equipment**

The Board shall allow the Union to use District facilities for committee, general or building teacher meetings, outside of school attendance hours. If the facility is unavailable, another District facility shall be provided. Union members shall be allowed to store Union materials in their rooms or desks in a place not available to students. The Union may use the District's inter-school mail system and mailboxes without charge and may have a bulletin board in each staff lounge or dining room. In addition, the Union shall have the right to use equipment including typewriters, duplicating or printing equipment, binding equipment, calculating machines, audio-visual equipment, and computer or word processing equipment at reasonable times when such equipment is not in use. The Union shall pay for the reasonable cost of all materials, supplies, and operator (when necessary) incidental to such use. However, in the event that the use of facilities requires janitorial or maintenance services, the Union shall provide same. The use of facilities and equipment shall not be provided to the Union when such use or availability would interfere with the educational program.

#### **(3) Section C - Business by Union Representatives on School Property**

Representatives for the Union shall be permitted to transact Union business on school property as long as it does not interfere with normal teaching responsibilities provided that they make their presence known to the proper official upon entering buildings.

**(3) Section D - Union Meeting Days**

The administration shall make a good faith effort to not schedule after school meetings at times previously set for Union meetings.

**(3) Section E - Union Dues**

Employees are entitled to have Union dues and COPE contributions deducted from their wages upon written request. Payroll deductions shall begin with the first pay check in October of each year, and shall continue through the last pay check in May. COPE contributions shall be deducted one (1) time each year on the last pay day in October. The Union shall certify to the District the annual amount of dues to be deducted. The Board shall remit the deducted dues to the Union within ten (10) days following each deduction.

**(3) Section F - Fair Share**

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

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

The Union shall indemnify and hold harmless the Board of Education, its members, officers, agents, and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability, including, but not limited to, damages, attorneys' fees, and costs that shall arise out of or by reason of action taken by the Board for the purpose of complying with the above provisions of this Article, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any of such provisions.

**(3) Section G - Union Leave**

The Union shall be entitled to a total of ten (10) school days of Union leave per year for the purpose of sending representatives to LCFT/IFT/AFT sponsored conferences, conventions, or workshops. For purposes of this section, Union leave shall only apply to full time employees. Employees authorized by the Union to take such leave shall be released from duties without loss of pay subject to the following:

1. The Union shall give the Superintendent or designee written notice of the name of the employee authorized to take such leave at least ten (10) days in advance of the day such employee shall be absent; and
2. The Union shall reimburse the District in an amount equal to the existing substitute rate each leave day on which a substitute is actually employed.

**(3) Section H – New Employees**

The Board shall notify the Union president in writing of any new employee(s) within five (5) calendar days of hire date. Notification shall include name, title, date of hire, work assignment and rate of pay.

## ARTICLE 4

### EVALUATION AND FILES

#### **(4) Section A - Teacher Evaluation**

The Evaluation Plan as developed by the parties and submitted to the State Board of Education shall not be changed and shall be followed. Each teacher shall receive a copy of the plan within the first two (2) weeks of school. Teachers shall not be evaluators under any circumstances.

#### **(4) Section B - Classified Staff Evaluation**

1. A common evaluation instrument for each job category shall be used in the evaluation of classified staff. The Union may submit recommendations to the administration concerning evaluation instruments. The evaluation instrument shall then be developed by the District for each job category.
2. Within a reasonable time after employment or following a significant change in the evaluation instrument, classified staff shall be notified of the evaluation instrument in use and the expectations for their job performance. No evaluation of classified staff shall take place until ten (10) days following such notice.
3. Generally, work shall be evaluated on an informal, ongoing basis. When deemed appropriate by the administration, the evaluation shall include an observation of performance. Observations shall be of reasonable length.
4. Within five (5) days following the writing of the evaluation, the evaluator shall have a meeting with the classified staff to discuss the evaluation. At such conference, the evaluator shall give a copy of the evaluation to the classified staff and, thereafter, promptly place the evaluation in the classified staff personnel file. As part of such evaluation, the evaluator shall seek to identify ways by which the classified staff may overcome deficiencies which are noted. The classified staff shall acknowledge receipt of such copy by signing the evaluation. The signature of the classified staff does not necessarily indicate agreement with the evaluation. Within ten (10) days of receipt of the evaluation, the classified staff may attach any rebuttal or comments. The attachment shall be placed in the personnel file.

#### **(4) Section C - Personnel File**

Each employee shall have the right to review the contents of his/her personnel file. Upon request, arrangements shall be made for the employee to do so within three (3) school days. In addition, any material added to the personnel file shall be given to the employee concurrently with such addition. The employee has the right to attach written comments to any material in his/her file within thirty (30) days of receipt of the material added to his/her personnel file. No non-supervisory personnel may review the file, with the exception of District administrative personnel, without the expressed, written permission of the employee. Files shall be updated every three (3) years. Any material removed shall be discussed with the affected employee.

## ARTICLE 5

### LEAVES OF ABSENCE

#### **(5) Section A - Sick Leave**

All employees shall be granted fifteen (15) days of sick leave at full pay in each school year. Unused sick days shall accumulate without limit.

- a. "Sick leave" shall be interpreted to mean personal illness, quarantine at home, or serious illness in the immediate family.
- b. "Serious illness in the family" shall be interpreted as having had the service or attendance of a physician.
- c. "Immediate family" shall include: parents, spouse, brother, sister, children, grandparents, grandchildren, parents-in-law, sister-in-law, brother-in-law, and legal guardian.
- d. Appointments for routine dental or medical check-ups during working hours do not qualify for sick leave.

Part-time employees shall be granted sick leave on a pro-rata basis.

For any absence not covered by sick leave, the daily rate of pay shall be deducted.

#### **(5) Section B - Personal Leave**

Each employee shall be entitled to three (3) days of personal business leave per school year without loss of pay for matters which cannot be handled during non-school days or hours. Unused personal days may be carried over to subsequent years as personal days to a maximum of four (4) days, inclusive of the two (2) days for that year. All personal days in excess of four (4) shall be added to accumulated sick leave days.

The use of personal days shall be subject to the following conditions:

- a. Employees may use one (1) personal day per year in conjunction with a school holiday, provided such holiday does not fall within the first five (5) days or the last five (5) days of the school term unless otherwise approved by the Superintendent or designee.
- b. Written or e-mail notification of personal leave shall be made to the Superintendent or designee at least twenty-four (24) hours prior to the onset of such leave, except in an emergency such application may be made at a later time with an explanation of the emergency. The Superintendent or designee shall confirm receipt of the personal leave request form to the employee in writing or via e-mail prior to the date of the personal leave day.
- c. Personal leave may not be used in increments of less than one-half (1/2) day at a time.

#### **(5) Section C - Funeral Leave**

In the event of death to a member of the immediate family, absence from work for the first three (3) days shall not be deducted from available sick leave or personal leave. Any additional time must be approved by the Superintendent.

For purposes of funeral leave only, the definition of immediate family is expanded to include nieces, nephews, aunts, uncles, cousins, grandparent-in-laws, and significant others.

**(5) Section D - Parental Leave**

Only full time employees shall be eligible for a parental leave. An employee shall be eligible for a parental leave subject to the following:

1. The employee shall advise the Superintendent or designee of the fact of pregnancy no later than the fifth (5th) month of pregnancy and shall provide a written statement from an obstetrician indicating the expected date of delivery.
2. Application for such leave shall be made in writing to the Superintendent or designee at least ninety (90) calendar days prior to the birth of the child.
3. The employee and Superintendent or designee shall agree upon a plan for the commencement and termination of such leave, taking into consideration the particular time factor that pertains. In the case of a teacher, the primary consideration shall be that continuity of instruction for the students be maintained to the maximum possible degree. In no event shall the leave exceed the balance of the school year in which it commences. An employee may apply for one (1) additional year to be granted at Board discretion, provided that such discretion shall not be unreasonably withheld. All leaves which commence during the summer recess shall begin July 1. An employee shall not be entitled to a second leave without first returning to full-time employment for at least one (1) complete school year.
4. Sick leave shall not be applicable during the period of leave, but any accumulated sick leave available upon termination of such leave and return to employment in the District shall apply.
5. The period of leave shall be without salary.
6. An employee not eligible for, or not desiring parental leave, may utilize accumulated sick leave during any period of illness related to her pregnancy and/or to the delivery of the child.
7. A male employee shall be entitled to a parental leave of absence. Such leave shall be unpaid and shall be subject to all of the applicable notice and other requirements of this Section. Eligibility for such leave shall arise upon the anticipated birth of a child which the employee has fathered.
8. An employee who shall adopt a child shall likewise qualify for parental leave as hereinbefore set forth, except that the initial notice to the Superintendent shall be given upon the making of application for adoption and if the employee also files a second notice ninety (90) days before delivery of the child.

**(5) Section E - Jury Duty**

The Board shall pay the regular salary to employees called to serve as member of a jury or subpoenaed to appear before a legal or legislative panel as witnesses reduced by the amount of compensation received by the employees for such service. Employees on such service shall make every effort to meet their classes or their employment obligations when their services are not required.

**(5) Section F - Pre-Arranged Leave When School is Closed**

On days when school is officially closed, any pre-arranged leave days charged against employees shall be re-credited to their allowances.

**(5) Section G - Sabbatical Leave**

On the recommendation of the Superintendent, the Board shall permit teachers to take sabbatical leave for the purpose of self-improvement and benefit to the school district. Sabbatical leaves may be combined with programs of study, research, or travel which are financed by outside non-commercial agencies such as universities or foundations. Qualified teachers shall be permitted the following:

MINIMUM CONSECUTIVE YEARS OF SERVICE IN DISTRICT 1: 6

LENGTH OF LEAVE: **1 YEAR**

PORTION OF REGULAR SALARY PAID ON LEAVE: **50% OR MINIMUM SALARY, WHICHEVER IS GREATER**

A maximum of one (1) teacher may be on sabbatical leave at any one time. The teacher guarantees to remain with the District for a minimum of two (2) years after the completion of the sabbatical or reimburse a pro-rata share of the salary paid while on leave. This policy shall comply with all provisions of Section 24-6-1 of the Illinois School Code.

**(5) Section H - Extended Leaves**

At the discretion of the Board, provided that such discretion shall not be unreasonably withheld, a leave of absence shall be granted for up to one (1) year by the Board. Such leave of absence is to be without pay, but with no interruption of seniority for reasons such as the following:

1. Travel for educational purposes.
2. Additional teaching experience, domestic or foreign.
3. Involuntary military service.
4. A long period of illness.

**(5) Section I - Advancement on Salary Schedule**

For the purposes of advancement on the salary schedule, a teacher shall be entitled to advancement thereon as though the entire year had been completed if the teacher worked for at least one hundred twenty (120) days in a school year, or at least sixty (60) days but less than one hundred twenty (120) days in each of two (2) school years except for the 2007-08 school year where teachers' placement will be two steps beyond the teachers' 2005-06 step placement. Teachers will be entitled to column movement if eligible.

# ARTICLE 6

## WORKING CONDITIONS

### **(6) Section A - Working Hours - Teachers**

The contract day for all full-time teaching staff shall be seven (7) hours and fifteen (15) minutes long. The regular school day for all students shall be six (6) hours and thirty (30) minutes long. Elementary teachers shall report to their teaching or assignment stations at least fifteen (15) minutes before the school day begins and remain thirty (30) minutes after the school day ends, Junior High teachers shall report to their teaching or assignment stations at least thirty (30) minutes before the school day begins and remain fifteen (15) minutes after the school day ends in order to be available for meetings with students, parents, and professional personnel, including administrators and other support supervisory personnel. On Fridays, days before school observed holidays, one open house (curriculum night) day, and Parent-Teacher conference days, teachers may leave after the school day ends. Should a meeting called by the administration extend beyond the teacher work day teachers shall receive an equal amount of compensatory time to be used at a later date.

### **(6) Section B - Work Year - Teachers**

The work year shall consist of one hundred eighty (180) teacher attendance days. The calendar shall consist of the one hundred seventy-six (176) pupil attendance days, four (4) institute days, and ten (10) emergency days. If the emergency days are unused, they shall not become teacher work days. The Superintendent shall meet with the Union President or designee to discuss the calendar prior to its recommendation to the Board.

The fall semester parent-teacher conferences shall be conducted on one day only when classes are not in session. Fall parent-teacher conferences shall be conducted between the hours of 12:00 pm and 8:00 pm.

### **(6) Section C - Preparation Time**

Each teacher shall receive not less than two hundred seventy-five (275) minutes for planning per week, exclusive of time before and after school and lunch time. This is inclusive of not less than two hundred (200) minutes of teacher-determined planning time and seventy-five (75) minutes of administrator-determined planning time.

### **(6) Section D - Special Needs Students**

1. Any regular education teacher who has special education students assigned to his/her class or classes shall have the right to be included in any meeting of such student's case conference committee. Additionally, the regular education teacher shall have the authority to reconvene the case conference committee for the purpose of considering the revision of the individual education plan of any special education student for whom the teacher is responsible. Such revision could include the reassignment of the student.
2. Other than in an emergency, no regular education teacher will be required to lift students, carry students, tend to the intimate personal hygiene needs of students, perform medical procedures or administer medication. The regular education teacher will cooperate with the special

education personnel to allow such personnel to provide “related services” in the least disruptive manner.

3. The employer will make a good faith effort to provide regular education teachers with appropriate training opportunities concerning the curricular, grading and/or other needs of special education students who have been assigned to regular classrooms.
4. The Board and the Union agree that, when scheduling, the employer shall consider the number of special education students and the severity of their disabilities, in any given class section. Such consideration shall also be given with respect to each teacher’s entire schedule.

**(6) Section E - Emergency School Closing**

A good faith effort shall be made to contact employees and inform them of emergency school closing by 6:00 a.m.

**(6) Section F - Substitute Teachers**

The Board shall make a good faith effort to have substitute teachers with degrees in education. Teachers shall make a good faith effort to call the District designee by 10:00 p.m. the night before or between 4:00 and 6:30 a.m. on the date of the absence advising of the absence.

**(6) Section G - Professional Excellence**

**1. In-Service Program**

A minimum of two (2) in-service programs for teachers shall be developed jointly by the administration and the teachers for the school year. On days when such in-service programs are held, the students shall be dismissed after three (3) hours of instruction.

On the days of Parent Nights in September students shall be dismissed after three (3) hours on instruction.

**2. Professional Excellence Activities**

The Board encourages each teacher to attend at least one outside professional excellence activity per school year. The teacher shall be granted released time for such activity, and requests shall be submitted for approval in advance. The Board agrees to reimburse the teacher for the cost of registration, training fees, travel, meals, and/or materials up to a one hundred fifty dollar (\$150) limit per teacher per year for such activities, provided that said costs are properly vouchered with the District No. 1 Administrative Office.

**3. Visitation Day**

Each teacher shall be allowed a minimum of one (1) released day per school year to be used as a day of visitation in another school district, to observe new teaching styles, techniques and materials, and to share professional ideas and expertise with other members of the educational profession. Additional days may be allowed with the approval of the Principal.

## **(6) Section H - Committee On Professional Concerns**

### **1. Scope and Purpose**

The Union, the Board, and the Administration recognize the importance of communication in good working relationships. To this end, the parties agree to form a joint committee which shall meet monthly, or at other times by mutual agreement, to discuss issues affecting the District and individual schools, and to consider other matters of professional concern. A monthly meeting schedule shall be developed at the beginning of the school year by the Union President and Superintendent. The agenda shall be developed and agreed upon three (3) days prior to each scheduled meeting by the Union President and the Superintendent. It is expressly understood that these meetings do not constitute bargaining.

### **2. Composition**

The composition of the committee shall consist of not more than nine (9) members, four (4) selected by the Board and five (5) selected by the Union. The Superintendent, a Board member on a rotating basis, and the two (2) building principals shall be on the committee. The Union shall attempt to select at least one (1) teacher from each building.

- a. The composition of the committee shall be limited to District #1 teachers, administrators and Board members.
- b. Both parties are encouraged to seek the necessary guidance and expertise that is felt to be appropriate in order to allow for the efficient functioning of the committee.
- c. Attendance at the committee meetings shall be limited to members of the committee. With prior notice to the other party, either the Superintendent or Union President may invite other participants.

### **3. Recommendations**

Written recommendations of the committee, reached by majority opinion of members of the committee, may be submitted to the Union and the Board for their consideration.

## **(6) Section I - Classified Staff Working Hours**

### **1. Secretaries**

Full-time secretaries shall work an eight (8) hour workday. Said workday shall contain one (1) thirty (30) minute duty free lunch. Pay shall be for eight (8) hours.

### **2. Aides**

All aides (instructional, inclusional, health, library) shall work at least a six (6) hour workday and shall receive one (1) paid thirty (30) minute duty free lunch (i.e. work 5½ hours – paid for 6 hours). Any aide who is requested and agrees to work during duty free lunch shall be paid for six and one-half (6½) hours. Any aide currently employed (as of the 2004-2005 school year) shall not suffer a reduction of hours below the 2005-2006 school term level.

### **3. Lunch and Playground Supervisors/Coordinators**

The workday of lunch and playground supervisors/coordinators shall vary according to the assignment. Pay shall be for all time worked.

**4. Custodians**

The workday of the Coordinator of Buildings and Grounds and the full-time maintenance worker(s) shall be eight and one-half (8½) hours and contain one (1) paid thirty (30) minute duty free lunch (i.e. work 8 hours – paid for 8½ hours). If the Coordinator of Buildings and Grounds or full-time maintenance worker(s) agree to work during his/her duty free lunch, he/she shall be paid for nine (9) hours.

**5. Attendance Clerk**

The attendance clerk shall work a three (3) hour workday. Pay shall be for all time worked.

**6. Bus Drivers**

The workday of bus drivers shall vary according to the bus run or runs made each day. Pay shall be for all time worked. Bus drivers shall be paid at the driving rate a maximum of two (2) hours sitting time on charter runs. Time beyond two (2) hours shall be at the prevailing sitting rate.

**7. Bookkeepers**

Bookkeepers shall work a twelve (12) month work year.

**(6) Section J - Classified Staff Work Year**

Current classified staff shall work various numbers of days within the work year dependent on job category. Nothing shall preclude the Board of Education from reducing the number of positions or reducing the level of services being provided.

**1. Secretaries/Attendance Clerks**

All ten (10) month secretaries and attendance clerks shall work a minimum of two hundred (200) days per year.

**2. Instructional Aides**

All instructional aides shall work a minimum of one hundred seventy-four (174) days per year.

**3. Lunch and Playground Supervisors/Coordinators**

All lunch and playground supervisors/coordinators shall work every day of student attendance when lunch for students is received.

**4. Custodians**

The Coordinator of Buildings and Grounds and full-time maintenance workers shall work a twelve (12) month work year. Part-time custodians shall work a minimum of one hundred eighty (180) days per year.

**5. Health Aides**

Health aides shall work a minimum of one hundred eighty (180) days per year.

**6. Bus Drivers**

Bus drivers shall work on days when students must be transported.

The Board of Education shall be able to hire additional part-time classified staff without being subject to the restrictions above.

**7. Bookkeepers**

Bookkeepers shall work eight (8) hour days. Pay shall be for all time worked.

## ARTICLE 7

### COMPENSATION AND FRINGE BENEFITS

#### **(7) Section A - Salary Schedule**

1. The teachers' salary schedules shall be as set forth in appendix A is attached to and incorporated into this Agreement.
2. Full time employees not electing the hospitalization/major medical insurance coverage available to full time employees pursuant to Article 7, Section I shall be entitled to additional compensation in the amount of three thousand four hundred dollars (\$3,400) each school year.
3. The Board shall pick up and pay the total teacher contribution in accordance with IRA Ruling 81-36 (.103753 of salary and extra-duty stipends) to the Teachers' Retirement System of Illinois.

#### **(7) Section B - Supplemental Pay Schedule**

1. The supplemental pay schedule shall be set forth in Appendix C which is attached to and incorporated into this Agreement. Supplemental duties are defined as any assignments that are in addition to the normal work schedule and/or that exceed the normal work day. In the event a new supplemental duty position is created or a vacancy occurs in any current supplemental duty position, the Board shall post the vacancy in all school buildings for at least five (5) school days prior to filling the vacant supplemental pay position.
2. Individuals interested in an extra curricular activity shall make formal application to the administration for the position. The process is as follows:
  - a. Submit a letter of application indicating an interest and qualifications for the position.
  - b. An additional page should include an action plan on how you would organize the activity, expected results and a schedule of the necessary steps to be implemented to attain the desired objectives.
3. Supplemental duties shall be offered first to those qualified employees who are also suitable for the assignment. Seniority as defined under Article 2 Section A may also be considered when making assignments. When more than one (1) employee applies for the same supplemental duty all applicants shall be granted an interview.
4. All supplemental duties shall be open each year except the following:

Band  
Chorus  
Flag Corps

5. Written application shall be made to the Superintendent or designee by April 1st for the positions listed below. Offers for the following positions that are to be filled for the next school term shall be tendered no later than the close of the prior school term:

7/8th grade girls volleyball  
Junior high lunchroom duty  
Junior high Bus Supervisor  
Crossing Guard  
Athletic Director

Computer Coordinator - Elementary  
Computer Coordinator - Junior high  
Audio-Visual Coordinator - Elementary  
Audio-Visual Coordinator - Junior High

6. All other supplemental duties that are to be filled shall be applied for by the end of the first full day of school of the new school term and shall be offered within the first two (2) weeks of that school term.
7. If no internal applicant accepts the offer of a supplemental duty, the District may offer the supplemental duty to an external applicant at a stipend no higher than is stipulated in Appendix D. Should the Board create any supplemental duty positions not listed in Appendix D, the compensation for such shall be negotiated with the Union. Any such compensation shall become an addendum to this Agreement.
8. Because of uncertain financial considerations and/or a lack of participation the Board reserves the right to eliminate extra-duty activities. The Board shall, however, advise the Union before making any changes. A thirty (30) day notification is required.

**(7) Section C - Classified Staff Pay Agreement**

The classified staff pay agreement shall be as set forth in Appendix C which is attached to and incorporated into this Agreement.

Full time employees not electing the hospitalization/major medical insurance coverage available to full time employees pursuant to Article 7, Section I shall be entitled to additional compensation in an amount equal to the cost of premiums for this medical insurance.

**(7) Section D - Pay Days - Teachers**

Each teacher shall have the option of receiving salary over twenty-two (22) or twenty-six (26) pay periods. Each teacher shall designate his/her choice to the business office at the start of the school term. Pay day shall be every other Friday, beginning with the first working Friday of the school term. If the first working Friday of a new school term should happen to be the twenty-sixth (26th) pay day of the previous years pay cycle, then the first (1st) pay day of the new school term shall be postponed by one (1) week. If a regular pay date falls on the first or second day of a holiday period, teachers shall receive their checks on the last work day prior to the holiday period. During the summer and in vacation periods, checks shall be mailed so that they shall reach teachers on the appropriate pay day.

**(7) Section E - Summer Pay Option**

A teacher may receive his/her pro-rated share of annual salary for the summer months on the final day of school if the teacher terminates employment with District #1. A teacher wishing to do so must file a written request for such with the District #1 Business Office within two (2) weeks of notice of termination.

**(7) Section F - Payroll Deductions-Annuities-Direct Deposit**

1. Employees may select, at complete cost to themselves, an annuity plan from the five (5) companies presently approved by the Board and utilize payroll deductions based on a twenty-two (22) payment or twenty-six (26) payment basis as so directed by the employee. New companies may be added to the approved list provided at least five (5) employees enroll with that new company.
2. An employee may elect to receive his/her pay through direct deposit by completing a proper authorization form to his/her bank. Employees hired subsequent to November 20, 2000, shall receive their pay through direct deposit by completing a proper authorization form to their bank.

**(7) Section G - Salary Schedule Placement - New Hires**

All newly hired teachers shall be given credit on the salary schedule for prior experience at the rate of one-half (½) year credit for each year worked up to a total of two (2) years. The Board has the discretion to offer a higher salary schedule placement provided such discretion is not arbitrary, capricious, or unreasonably applied and further provided that any teacher offered more credit shall not be placed higher than actual years of experience or higher than someone with equal years of experience.

No new classified staff employee shall be hired at an hourly rate which exceeds that of a current classified staff employee in the same position with like education and like work experience.

**(7) Section H - Salary Reduction Plan**

The Board and the Union agree to the institution of an IRS 125 salary reduction plan. The Board agrees to pay the one-time start up cost, provided such cost is no greater than two hundred fifty dollars (\$250), as well as the monthly service charge per participating employee provided such charge is no greater than two dollars and fifty cents (\$2.50) per month per employee. An informational meeting shall be held on the first day of school each year to explain the program and have employees sign up.

**(7) Section I - Hospitalization/Major Medical Insurance**

The Board shall pay the full cost of premiums for hospitalization/major medical insurance for each full time employee. The Board shall pay fifty percent (50%) of the full cost of premiums for family/dependent hospitalization/major medical insurance for each full time employee electing such insurance. An employee's share of the premiums for a family plan shall be paid through payroll deduction.

The Board retains the right to select the insurance coverage and carrier provided:

1. The Board shall notify the Union whenever considering a change.
2. The Board shall share all insurance bids received with the Union.
3. The Board shall meet with the Union to discuss any recommended action.
4. Any Hospitalization/Major Medical Insurance selected by the Board shall be substantially similar to that currently in effect, unless otherwise agreed in writing by the Union.

5. The current four (4) rate structure shall be maintained unless agreed otherwise in writing by the parties.

Full time employees shall have the right to have their insurance coverage continued while on an approved leave of absence. The cost of the insurance in this instance shall be paid by the full time employee.

**(7) Section J - Dental Insurance**

The Board shall pay the full cost of dental coverage premiums for full time employees as specified: 100% preventive care with no deductible, 80% Basic - \$50 deductible; 50% major (same deductible); 50% orthodontia with a \$1,500 maximum. The carrier shall be mutually agreed to by the parties.

**(7) Section K - Life Insurance**

The Board agrees to pay the full cost of premiums for fifty thousand dollars (\$50,000) in life insurance for full-time employees.

**(7) Section L - Early Retirement Payment**

1. The Board shall pay the teacher's contribution to the Teachers Retirement System for those teachers retiring under the early retirement provisions of the Pension Code, Chapter 108 1/2, Section 17-116.1. The Board may choose to limit this benefit to no less than two (2) teachers per year.
2. In order to be eligible for this incentive, teachers at the date of retirement must:
  - A. have attained at least age 60 or have attained at least thirty-five (35) years of service credit with the Illinois Teachers' Retirement System (ITRS), OR
  - B. have attained whatever requirements may be necessary under Illinois Pension Code to eliminate any employer paid retirement penalty on behalf of the teacher.

For up to the last three (3) years of the eligible teacher's employment, the teacher shall receive a six percent (6%) increase in basic compensation over the basic compensation of the preceding year. Basic compensation is defined as salary compensation inclusive of longevity. In addition, the Board shall pay the cost of the health insurance premiums for the teacher for seven (7) years provided the teacher enrolls in the TRS managed care (HMO) Health Insurance Plan with the option to pay the difference at teacher's cost for the Teachers' Choice Health Plan (PPO).

Eligible teachers applying for this incentive must submit a written notice to the Superintendent on or before June 1st of the school term of the year of the first year in which the teacher expects a six percent (6%) increase in basic compensation.

A teacher who gives written notice of retirement shall, upon the Board's approval of such notice, execute a promissory note payable to the Board for the amount of retirement incentives to be paid hereunder by the Board, provided nothing herein shall preclude the teacher and the Board from adjusting the original proffered date of retirement to a later date which would qualify the teacher to full retirement incentives without discount and without giving rise to any required Board payment to ITRS as a consequence of such retirement.

A teacher who gives written notice of retirement shall, upon the Board's approval of such notice, be excluded from assuming any additional extra duty stipends, salary schedule lane changes, cash in lieu payments for hospitalization/medical insurance coverage, or any other salary adjustments if such would result in ITRS funding liability to District #1 for basic compensation increases exceeding six percent (6%) in any one of the last three years of employment.

PROMISSORY NOTE

I, \_\_\_\_\_, assert and promise as follows:

On the date of my retirement as a full-time teacher at Winthrop Harbor School District No. 1, I will have attained at least age sixty (60) or have attained at least thirty-five (35) years of service credit with the Illinois Teachers' Retirement System (ITRS), OR I will have attained whatever requirements may be necessary under Illinois Pension Code to eliminate any employer paid retirement penalty on my behalf. In the event that unforeseen circumstances prevent me from attaining the above, I agree to remain a full-time teacher at Winthrop Harbor School District #1 until such time as I do and to otherwise comply with the applicable provision of the Collective Bargaining Agreement in force between the Board of Education of Winthrop Harbor School District No. 1 and the Winthrop Harbor Council of the Lake County Federation of Teachers, Local 504, IFT-AFT/AFL-CIO.

If for any reason I should default on the above requirements, then for value received, I promise to pay to the order of the Board of Education of Winthrop Harbor School District No. 1, the total sum of all amounts (including withholding and other taxes) added to my compensation by the Board of Education of Winthrop Harbor School District No. 1 as a consequence of my having elected retirement pursuant to Article VII. 7.L. of the Collective Bargaining Agreement in effect between said Board of Education and the Winthrop Harbor Council of the Lake County Federation of Teachers, Local 504, IFT-AFT/AFL-CIO. Such payment shall be made no later than my final day of service with Winthrop Harbor School District No. 1.

I agree that should I default in the above referenced payment, I hereby waive any notice of default and service of process and confess to a judgment that may be entered against me in a court of competent jurisdiction. I further agree that in the event of a default of this agreement, I will pay all costs and fees (including attorney's fees) incurred by the Board of Education of Winthrop Harbor School District No. 1 in collecting the balance due.

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Date

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_  
Date

\_\_\_\_\_  
\_\_\_\_\_  
Date

**(7) Section M - Traveling Employees**

Employees, excluding the maintenance specialist, who regularly travel between schools for their regular duty assignments shall receive one hundred twenty-six dollars and fifty cents (\$126.50) per year if traveling one (1) day per week, one hundred fifty-eight dollars and thirteen cents (\$158.13) per year if traveling two (2) days per week, one hundred eighty-nine dollars and seventy-five cents (\$189.75) per year if traveling three (3) days per week, two hundred twenty-one dollars and thirty-eight cents (\$221.38) per year if traveling four (4) days per week and two hundred fifty-three dollars (\$253) per year if traveling five (5) days per week.

The maintenance specialist shall receive a yearly travel stipend of five hundred seventy-five dollars (\$575).

**(7) Section N – Instructional/Inclusional Aides as Substitute Teachers**

When an instructional/inclusional aide who is certified to be a substitute teacher is requested by the Administration and volunteers to work as a substitute teacher, the instructional aide shall receive substitute teacher pay if such pay is greater than the pay the instructional aide would otherwise receive.

**(7) Section O - Internal Substitution**

It is understood that substitutes are not always available and that from time to time teachers may be called on to give up a planning period; to take over for special area instruction periods (art, music, PE), or change daily assignment (librarian staffing for a particular subject area). If such internal substitution is undertaken, then teachers shall be paid at the rate of twenty-eight dollars and seventy-five cents (\$28.75) per sixty-minute period.

**(7) Section P - Tuition Reimbursement**

Teachers shall receive tuition reimbursement at the rate of two hundred dollars (\$200) per credit hour, but not to exceed the actual cost of tuition. The maximum amount that shall be reimbursed shall not exceed two thousand dollars (\$2,000) per teacher per school year.

All courses for tuition reimbursement, including internet courses, must be pre-approved by the Superintendent. Approved courses shall be those deemed beneficial to the individual teaching situation and/or the general school curriculum. Teachers enrolled in Master's Degree programs shall be granted approval of elective courses which are part of the course of study leading to the Master's Degree.

Generally, video courses, correspondence type courses, and courses offered in a non-traditional style or setting shall not be approved for tuition reimbursement. In rare instances, and at his/her sole discretion and without regard to past instances, the Superintendent may approve such courses.

Reimbursement shall be made upon presentation of an official transcript and a receipt or canceled check for tuition.

**(7) Section Q - Classified Staff Vacations**

All twelve (12) month classified staff shall be granted vacation with full pay as listed in the following categories:

<u>No. of Years of Employment</u>	<u>No. of Days of Vacation</u>
1	10
5	15
10	20

Eligibility for the listed vacation categories requires a classified staff employee's anniversary date to fall before July 1. Vacation dates shall be submitted to the Superintendent for review prior to approval.

**(7) Section R - IMRF Sheltering**

The Board agrees to tax shelter the classified staff four and one-half percent (4.5%) contribution to the Illinois Municipal Retirement Fund (IMRF), in accordance with the provisions of the law and IMRF.

**(7) Section S - Pay Days - Classified Staff**

All hourly employees shall be paid bi-weekly. Salaried employees shall be paid over twenty-six (26) pay periods.

**(7) Section T - Longevity Stipends**

In addition to any compensation to which a teacher may be entitled by virtue of movement on an Appendix A Salary Schedule to a higher lane horizontally, any teacher who has been paid at Step 15 on an Appendix A Salary Schedule for a period of one (1) year shall, in subsequent years, receive longevity compensation as follows:

For the 2007-08 school year, teachers eligible for longevity compensation shall receive a salary equal to their 2006-07 salary plus eight percent (8%). For the 2008-09 school year, teachers eligible for longevity compensation shall receive a salary equal to their 2007-08 salary plus five and one quarter percent (5.25%). For the 2009-10 school year, teachers eligible for longevity compensation shall receive a salary equal to their 2008-09 salary plus five and one quarter percent (5.25%).

Additionally, any teacher receiving longevity compensation and for whom horizontal movement also occurs shall receive in addition to their percentage increase above an amount equal to the difference in dollars between the column from which they are moving and the column to which they are moving. Example: A teacher receiving longevity compensation in 2007-08 who in 2006-07 was located in the BA column but in 2007-08 moves to the BA+9 column shall receive an additional one thousand four hundred seven dollars (\$1,407) or a teacher receiving longevity compensation in 2007-08 who in 2006-07 was located in the BA+9 column but in 2007-08 moves to the BA+18 column shall receive an additional one thousand four hundred forty-nine dollars (\$1,449).

**(7) Section U – Classified Staff Paid Holidays**

The following shall be non-working paid holidays for classified staff employees:

- Independence Day (for twelve month employees)
- Labor Day
- Thanksgiving Day
- Friday after Thanksgiving Day
- Christmas Day
- New Year's Day
- Martin Luther King Jr.'s Birthday
- Friday before Easter Sunday
- Memorial Day

**(7) Section V – Bus Driver Extra Duties**

Any work assignments in addition to standard route pay including but not limited to field trips shall be offered to bus drivers on the basis of rotating seniority.

**(7) Section W – Classified Staff Retirement Incentive**

Classified full-time staff who have a minimum of twenty (20) years of service in the District and are eligible for retirement under the provisions of the Illinois Municipal Retirement Fund shall receive a retirement severance of seven hundred fifty (\$750) plus an additional fifty (\$50) for each year of service to the District not to exceed an aggregate total of two thousand dollars (\$2,000). No more than two classified full-time staff shall have access to this retirement incentive within a fiscal year. The classified staff employee shall provide the District with an irrevocable letter of retirement at least four months prior to the anticipated retirement date but not later than June 1<sup>st</sup> of the year prior to retirement with the exception of those classified staff who retire at the end of the 2007-08 school term for whom the announcement deadline shall be January 1, 2008. The classified staff employee must retire by June 30<sup>th</sup> of the employee's final year of employment in the District.

The retirement incentive shall be paid out over the employee's final four months as follows:

- A. The employee shall receive a twenty-five percent (25%) increase over the previous month earnings for the first of the final four months. This amount of increase shall not exceed the employee's total retirement severance.
- B. The employee shall receive a twenty-five percent (25%) increase over the amount stipulated in A above for the second of the final four months of employment in the District provided that the combined increase in parts A and B shall not exceed the employee's total retirement severance.
- C. The employee shall receive a twenty-five percent (25%) increase over the amount stipulated in B above for the third of the final four months of employment in the District provided that the combined increase in parts A, B and C shall not exceed the employee's total retirement severance.
- D. The balance remaining, if any, from the employee's total retirement severance less the increases paid out under parts A, B and C above shall be paid to the employee in their final month.

**(7) Section X – Attendance Bonus**

Full-time employees who use no (0) sick leave days in a school year will receive a one hundred twenty-five dollar (\$125) bonus payable no later than July 15 following the completion of the school year.

**(7) Section Y – Building Supervisor**

The parties hereby agree that due to privatization of the District's custodial services, a void has risen regarding supervision of buildings during non-work hours when District school buildings are used by non-district individuals/groups. Board policy requires that a District employee be present at all "off hour" events in a school building. The District shall be responsible for providing a building supervisor at the time an "Application for Building Use" is filed with a building administrator.

Any District employee is eligible to serve as a building supervisor. The District shall notify all employees at the beginning of each school year regarding ability to serve as a building supervisor. The District shall maintain a list of employees interested in acting as building supervisors on a rotating basis.

The building supervisor's responsibility shall include establishing a presence during the approved non-District event and thereafter securing the building prior to departure. The building supervisor

shall not be responsible for providing any cleaning or security services either during or after the event.

The compensation for acting as a building supervisor shall be eighteen dollars (\$18.00) per hour. Additionally, the District shall be responsible for handling pension contributions (IMRF or ITRS) and withholding.

## ARTICLE 8

### GRIEVANCE PROCEDURE

The term "grievant or aggrieved" shall include all members of the bargaining unit, any group of members acting as a class or the Union itself acting for any member or group of members.

#### **(8) Section A - Definitions**

1. A grievance shall be any claim by the Union or any employee that there has been a violation, misrepresentation, misapplication of the terms of this Agreement.
2. All time limits consist of school days, except when a grievance is submitted fewer than ten (10) days before the close of the current school term, then time limits shall consist of all week days.

#### **(8) Section B - Procedures**

The parties hereto acknowledge that it is usually most desirable for an employee and the employee's immediately involved supervisor to resolve problems through free and informal communications. When requested by the employee, a Union representative may accompany the employee to assist in the informal resolution of the grievance. If however, the informal process fails to satisfy the employee or the Union, a grievance may be processed as follows:

##### **1. Step I**

The grievance shall be filed within forty-five (45) days of the occurrence or of the date upon which the employee could reasonably have learned of the occurrence. The employee or the Union may present the grievance in writing to the immediately involved supervisor, who shall arrange for a meeting to take place within fifteen (15) days after the receipt of the grievance. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary. Within two (2) days of the meeting, the grievant and the Union shall be provided with the supervisor's written response, including the reasons for the decision.

##### **2. Step II**

If the grievance is not resolved at Step I, then the Union may refer the grievance to the Superintendent within ten (10) days after receipt of the Step I answer. The Superintendent shall arrange with the Union representative for a meeting to take place within ten (10) days of the Superintendent's receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary. Within ten (10) days of the meeting, the Union shall be provided with the Superintendent's written response, including the reasons for the decision.

##### **3. Step III**

If the Union is not satisfied with the disposition of the grievance at Step II, the Union may submit the grievance to final and binding arbitration through the American Arbitration Association, which shall act as the administrator of proceedings. If a demand for arbitration is not filed within thirty (30) days of the date for the Step II answer, then the grievance shall be deemed withdrawn.

**(8) Section C - Bypass to Superintendent**

If the Union and the Superintendent agree, any step of the grievance procedure may be bypassed and the grievance brought directly to the next step.

**(8) Section D - Bypass to Arbitration**

If the Superintendent and the Union agree, a grievance may be submitted directly to arbitration.

**(8) Section E - Class Grievance**

Class grievances involving one (1) or more employees or one (1) or more supervisors, and grievances involving an administrator above the building level may be initially filed by the Union at Step II.

**(8) Section F - Union Participation - Employee Represented**

The Board acknowledges the right of the Union's grievance representative to participate in the processing of a grievance at any level, and no employee shall be required to discuss any grievance if the Union's representative is not present.

**(8) Section G - Union Participation - Employee Not Represented**

An individual employee or group of employees may at any time present grievances and have them adjusted without the intervention on the Union as long as the adjustment is not inconsistent with the terms of this Agreement, provided that the Union has been given an opportunity to be present at such an adjustment.

**(8) Section H - No Reprisals Clause**

No reprisals shall be taken by the Board or the administration against any employee because of the employee's participation in a grievance.

**(8) Section I - Released Time**

If hearings are scheduled during normal working hours, the grievant, his/her representatives and other witnesses shall be released from duties without loss of pay or benefits, provided that this subsection shall not require the scheduling of hearings during normal working hours.

**(8) Section J - Filing of Materials**

All records related to a grievance shall be filed separately from the personnel files of the employees.

**(8) Section K - Grievance Withdrawal**

A grievance may be withdrawn at any level without establishing precedent.

**(8) Section L - No Written Response**

If no written decision has been rendered within the time limits indicated by a step, then the grievance may be processed to the next step.

**(8) Section M - Costs**

The fees and the expenses of the arbitrator shall be shared equally by the parties.

## ARTICLE 9

### DURATION AND TECHNICAL CLAUSES

#### **(9) Section A - Negotiation Impasse**

It is agreed that if impasse is declared by either party or occurs pursuant to law or the assistance of a mediator becomes necessary either by request or pursuant to law, both parties shall jointly request a mediator from the Federal Mediation and Conciliation Service.

#### **(9) Section B - No Strike**

The Union agrees that neither it nor its members shall authorize or take part in any strike during the life of this Agreement.

#### **(9) Section C - No Lockout**

The Board agrees not to lock out any employee or engage in any unfair labor practices during the term of this Agreement. A grievance alleging the commission of an unfair labor practice shall not be processed beyond Step II; however, if the grievance is not resolved at Step II, the Union may file a charge of unfair labor practice with the Illinois Educational Labor Relations Board.

#### **(9) Section D - Severability**

If any provision of this Agreement is held to be contrary to law, then such provision shall not be deemed valid except to the extent permitted by law; but all other provisions shall continue in full force and effect.

#### **(9) Section E - Typing and Printing of this Agreement**

The Board shall assume all responsibility and cost related to the typing of this Agreement for execution by the parties. Upon execution of this Agreement, the Board shall assume all responsibility for the printing of sufficient copies of this Agreement for the parties. The spokesperson for each party shall approve the final draft of the Agreement prior to its printing and distribution.

#### **(9) Section F - Duration**

This Agreement shall be effective July 1, 2007 through June 30, 2010.

**IN WITNESS WHEREOF**, this Agreement is executed by the duly authorized officers of the Board and the Union this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

**FOR THE BOARD**

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

**FOR THE UNION**

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary-Treasurer

## APPENDIX A(1) – 2007-08 SALARY SCHEDULE

<b>STEP</b>	<b>BA+36/M</b>								
	<b>BA</b>	<b>BA+9</b>	<b>BA+18</b>	<b>BA+27</b>	<b>A</b>	<b>MA+9</b>	<b>MA+18</b>	<b>MA+27</b>	<b>MA+36</b>
<b>0</b>	\$27,27 2	\$28,09 1	\$28,93 5	\$29,80 2	\$31,590	\$32,53 7	\$33,83 8	\$35,53 1	\$37,66 2
<b>w/TRS</b>	\$30,10 2	\$31,00 5	\$31,93 7	\$32,89 4	\$34,867	\$35,91 3	\$37,34 9	\$39,21 8	\$41,56 9
<b>1</b>	\$28,09 1	\$28,93 4	\$29,80 2	\$30,69 6	\$32,537	\$33,51 4	\$34,85 4	\$36,59 7	\$38,79 2
<b>w/TRS</b>	\$31,00 5	\$31,93 6	\$32,89 4	\$33,88 1	\$35,913	\$36,99 1	\$38,47 1	\$40,39 4	\$42,81 7
<b>2</b>	\$28,93 4	\$29,80 2	\$30,69 7	\$31,61 7	\$33,514	\$34,51 8	\$35,90 0	\$37,69 5	\$39,95 5
<b>w/TRS</b>	\$31,93 6	\$32,89 4	\$33,88 2	\$34,89 7	\$36,991	\$38,10 0	\$39,62 4	\$41,60 5	\$44,10 1
<b>3</b>	\$29,80 2	\$30,69 6	\$31,61 7	\$32,56 6	\$34,518	\$35,55 5	\$36,97 7	\$38,82 6	\$41,15 5
<b>w/TRS</b>	\$32,89 4	\$33,88 1	\$34,89 7	\$35,94 5	\$38,100	\$39,24 4	\$40,81 3	\$42,85 4	\$45,42 5
<b>4</b>	\$30,69 6	\$31,61 7	\$32,56 6	\$33,54 2	\$35,555	\$36,62 1	\$38,08 5	\$39,99 0	\$42,39 0
<b>w/TRS</b>	\$33,88 1	\$34,89 7	\$35,94 5	\$37,02 2	\$39,244	\$40,42 0	\$42,03 7	\$44,13 9	\$46,78 8
<b>5</b>	\$31,61 6	\$32,56 5	\$33,54 3	\$34,54 9	\$36,621	\$37,72 0	\$39,22 9	\$41,19 0	\$43,66 1
<b>w/TRS</b>	\$34,89 6	\$35,94 3	\$37,02 3	\$38,13 3	\$40,420	\$41,63 4	\$43,29 9	\$45,46 4	\$48,19 1
<b>6</b>	\$32,56 5	\$33,54 2	\$34,54 9	\$35,58 5	\$37,720	\$38,85 1	\$40,40 5	\$42,42 6	\$44,97 1
<b>w/TRS</b>	\$35,94 3	\$37,02 2	\$38,13 3	\$39,27 7	\$41,634	\$42,88 2	\$44,59 8	\$46,82 8	\$49,63 7
<b>7</b>	\$33,54 2	\$34,54 9	\$35,58 5	\$36,65 2	\$38,851	\$40,01 7	\$41,61 8	\$43,69 9	\$46,32 0
<b>w/TRS</b>	\$37,02 2	\$38,13 3	\$39,27 7	\$40,45 5	\$42,882	\$44,16 8	\$45,93 6	\$48,23 3	\$51,12 6
<b>8</b>	\$34,54 8	\$35,58 5	\$36,65 3	\$37,75 3	\$40,017	\$41,21 7	\$42,86 6	\$45,01 0	\$47,71 0
<b>w/TRS</b>	\$38,13 2	\$39,27 7	\$40,45 6	\$41,66 9	\$44,168	\$45,49 3	\$47,31 3	\$49,68 0	\$52,66 0
<b>9</b>	\$35,58 4	\$36,65 2	\$37,75 3	\$38,88 5	\$41,217	\$42,45 4	\$44,15 2	\$46,36 0	\$49,14 1
<b>w/TRS</b>	\$39,27 6	\$40,45 5	\$41,66 9	\$42,91 9	\$45,493	\$46,85 8	\$48,73 3	\$51,17 0	\$54,23 9

<b>10</b>	\$36,65	\$37,75	\$38,88	\$40,05		\$43,72	\$45,47	\$47,75	\$50,61
	2	3	6	1	\$42,454	7	6	0	5
<b>w/TRS</b>	\$40,45	\$41,66	\$42,92	\$44,20		\$48,26	\$50,19	\$52,70	\$55,86
	5	9	0	7	\$46,858	4	4	5	6
<b>11</b>	\$37,75	\$38,88	\$40,05	\$41,25		\$45,03	\$46,84	\$49,18	\$52,13
	2	5	2	2	\$43,727	9	1	4	4
<b>w/TRS</b>	\$41,66	\$42,91	\$44,20	\$45,53		\$49,71	\$51,70	\$54,28	\$57,54
	8	9	8	2	\$48,264	2	1	7	3
<b>12</b>	\$38,88	\$40,05	\$41,25	\$42,49		\$46,39	\$48,24	\$50,65	\$53,69
	5	1	3	0	\$45,039	0	6	9	7
<b>w/TRS</b>	\$42,91	\$44,20	\$45,53	\$46,89		\$51,20	\$53,25	\$55,91	\$59,26
	9	7	4	9	\$49,712	3	2	5	9
<b>13</b>	\$40,05	\$41,25	\$42,49	\$43,76		\$47,78	\$49,69	\$52,17	\$55,30
	1	2	1	5	\$46,390	2	4	9	8
<b>w/TRS</b>	\$44,20	\$45,53	\$46,90	\$48,30		\$52,73	\$54,85	\$57,59	\$61,04
	7	2	0	6	\$51,203	9	0	2	6
<b>14</b>	\$41,25	\$42,49	\$43,76	\$45,07		\$49,21	\$51,18	\$53,74	\$56,96
	2	0	6	8	\$47,782	5	4	4	7
<b>w/TRS</b>	\$45,53	\$46,89	\$48,30	\$49,75		\$54,32	\$56,49	\$59,32	\$62,87
	2	9	7	5	\$52,739	1	5	0	8
<b>15</b>	\$42,49	\$43,76	\$45,07	\$46,43		\$50,69	\$52,72	\$55,35	\$58,67
	0	5	8	0	\$49,215	2	0	6	7
<b>w/TRS</b>	\$46,89	\$48,30	\$49,75	\$51,24		\$55,95	\$58,19	\$61,09	\$64,76
	9	6	5	7	\$54,321	2	0	9	4

## APPENDIX A(2) – 2008-09 SALARY SCHEDULE

<b>STEP</b>	<b>BA</b>	<b>BA+9</b>	<b>BA+18</b>	<b>BA+27</b>	<b>BA+36/MA</b>	<b>MA+9</b>	<b>MA+18</b>	<b>MA+27</b>	<b>MA+36</b>
<b>0</b>	\$27,869	\$28,706	\$29,568	\$30,455	\$32,281	\$33,250	\$34,579	\$36,309	\$38,487
<b>w/TRS</b>	\$30,761	\$31,684	\$32,636	\$33,614	\$35,631	\$36,700	\$38,167	\$40,077	\$42,480
<b>1</b>	\$28,706	\$29,567	\$30,455	\$31,368	\$33,250	\$34,248	\$35,618	\$37,399	\$39,641
<b>w/TRS</b>	\$31,684	\$32,635	\$33,614	\$34,623	\$36,700	\$37,801	\$39,313	\$41,279	\$43,754
<b>2</b>	\$29,567	\$30,455	\$31,369	\$32,309	\$34,248	\$35,274	\$36,686	\$38,520	\$40,831
<b>w/TRS</b>	\$32,635	\$33,614	\$34,624	\$35,662	\$37,801	\$38,934	\$40,492	\$42,517	\$45,067
<b>3</b>	\$30,455	\$31,368	\$32,309	\$33,279	\$35,274	\$36,333	\$37,787	\$39,676	\$42,056
<b>w/TRS</b>	\$33,614	\$34,623	\$35,662	\$36,732	\$38,934	\$40,103	\$41,707	\$43,792	\$46,419
<b>4</b>	\$31,368	\$32,309	\$33,279	\$34,277	\$36,333	\$37,423	\$38,919	\$40,866	\$43,318
<b>w/TRS</b>	\$34,623	\$35,662	\$36,732	\$37,833	\$40,103	\$41,305	\$42,958	\$45,106	\$47,812
<b>5</b>	\$32,308	\$33,278	\$34,278	\$35,306	\$37,423	\$38,546	\$40,088	\$42,092	\$44,617
<b>w/TRS</b>	\$35,661	\$36,731	\$37,834	\$38,969	\$41,305	\$42,545	\$44,247	\$46,460	\$49,246
<b>6</b>	\$33,278	\$34,277	\$35,306	\$36,365	\$38,546	\$39,702	\$41,290	\$43,355	\$45,956

<b>w/TRS</b>	\$36,731	\$37,833	\$38,969	\$40,137	\$42,545	\$43,821	\$45,574	\$47,854	\$50,724
<b>7</b>	\$34,277	\$35,306	\$36,365	\$37,455	\$39,702	\$40,893	\$42,529	\$44,656	\$47,334
<b>w/TRS</b>	\$37,833	\$38,969	\$40,137	\$41,341	\$43,821	\$45,136	\$46,942	\$49,289	\$52,246
<b>8</b>	\$35,304	\$36,365	\$37,456	\$38,579	\$40,893	\$42,119	\$43,805	\$45,996	\$48,754
<b>w/TRS</b>	\$38,967	\$40,137	\$41,342	\$42,582	\$45,136	\$46,489	\$48,350	\$50,768	\$53,813
<b>9</b>	\$36,363	\$37,455	\$38,579	\$39,736	\$42,119	\$43,383	\$45,119	\$47,375	\$50,217
<b>w/TRS</b>	\$40,136	\$41,341	\$42,582	\$43,859	\$46,489	\$47,885	\$49,800	\$52,290	\$55,427
<b>10</b>	\$37,455	\$38,579	\$39,737	\$40,928	\$43,383	\$44,685	\$46,472	\$48,796	\$51,723
<b>w/TRS</b>	\$41,341	\$42,582	\$43,860	\$45,175	\$47,885	\$49,321	\$51,294	\$53,859	\$57,090
<b>11</b>	\$38,578	\$39,736	\$40,929	\$42,156	\$44,685	\$46,026	\$47,867	\$50,261	\$53,276
<b>w/TRS</b>	\$42,581	\$43,859	\$45,176	\$46,530	\$49,321	\$50,801	\$52,833	\$55,475	\$58,803
<b>12</b>	\$39,736	\$40,928	\$42,157	\$43,421	\$46,026	\$47,406	\$49,303	\$51,768	\$54,873
<b>w/TRS</b>	\$43,859	\$45,175	\$46,531	\$47,926	\$50,801	\$52,325	\$54,418	\$57,139	\$60,567
<b>13</b>	\$40,928	\$42,156	\$43,422	\$44,723	\$47,406	\$48,828	\$50,782	\$53,321	\$56,519
<b>w/TRS</b>	\$45,175	\$46,530	\$47,927	\$49,363	\$52,325	\$53,894	\$56,051	\$58,854	\$62,383
<b>14</b>	\$42,156	\$43,421	\$44,724	\$46,065	\$48,828	\$50,293	\$52,305	\$54,921	\$58,215
<b>w/TRS</b>	\$46,530	\$47,926	\$49,365	\$50,845	\$53,894	\$55,511	\$57,732	\$60,620	\$64,255
<b>15</b>	\$43,421	\$44,723	\$46,065	\$47,447	\$50,293	\$51,802	\$53,875	\$56,568	\$59,962
<b>w/TRS</b>	\$47,926	\$49,363	\$50,845	\$52,370	\$55,511	\$57,177	\$59,464	\$62,437	\$66,183

### APPENDIX A(3) – 2009-10 SALARY SCHEDULE

<b>STEP</b>	<b>BA</b>	<b>BA+9</b>	<b>BA+18</b>	<b>BA+27</b>	<b>BA+36/MA</b>	<b>MA+9</b>	<b>MA+18</b>	<b>MA+27</b>	<b>MA+36</b>
<b>0</b>	\$28,480	\$29,335	\$30,216	\$31,122	\$32,988	\$33,978	\$35,337	\$37,105	\$39,330
<b>w/TRS</b>	\$31,435	\$32,378	\$33,351	\$34,351	\$36,411	\$37,503	\$39,003	\$40,954	\$43,410
<b>1</b>	\$29,335	\$30,215	\$31,122	\$32,055	\$33,978	\$34,998	\$36,398	\$38,218	\$40,510
<b>w/TRS</b>	\$32,378	\$33,350	\$34,351	\$35,381	\$37,503	\$38,629	\$40,174	\$42,183	\$44,713
<b>2</b>	\$30,215	\$31,122	\$32,056	\$33,017	\$34,998	\$36,047	\$37,489	\$39,364	\$41,725
<b>w/TRS</b>	\$33,350	\$34,351	\$35,382	\$36,443	\$38,629	\$39,787	\$41,379	\$43,448	\$46,054
<b>3</b>	\$31,122	\$32,055	\$33,017	\$34,008	\$36,047	\$37,129	\$38,614	\$40,545	\$42,977
<b>w/TRS</b>	\$34,351	\$35,381	\$36,443	\$37,536	\$39,787	\$40,981	\$42,620	\$44,751	\$47,436
<b>4</b>	\$32,055	\$33,017	\$34,008	\$35,027	\$37,129	\$38,242	\$39,772	\$41,761	\$44,267
<b>w/TRS</b>	\$35,381	\$36,443	\$37,536	\$38,662	\$40,981	\$42,210	\$43,898	\$46,094	\$48,859
<b>5</b>	\$33,016	\$34,007	\$35,028	\$36,079	\$38,242	\$39,390	\$40,966	\$43,014	\$45,594
<b>w/TRS</b>	\$36,441	\$37,535	\$38,663	\$39,822	\$42,210	\$43,477	\$45,216	\$47,477	\$50,325

<b>6</b>	\$34,007	\$35,027	\$36,079	\$37,161	\$39,390	\$40,571	\$42,195	\$44,305	\$46,962
<b>w/TRS</b>	\$37,535	\$38,662	\$39,822	\$41,016	\$43,477	\$44,781	\$46,572	\$48,902	\$51,835
<b>7</b>	\$35,027	\$36,079	\$37,161	\$38,275	\$40,571	\$41,788	\$43,461	\$45,634	\$48,371
<b>w/TRS</b>	\$38,662	\$39,822	\$41,016	\$42,246	\$44,781	\$46,124	\$47,970	\$50,368	\$53,390
<b>8</b>	\$36,078	\$37,161	\$38,276	\$39,424	\$41,788	\$43,042	\$44,764	\$47,003	\$49,822
<b>w/TRS</b>	\$39,821	\$41,016	\$42,247	\$43,515	\$46,124	\$47,508	\$49,408	\$51,880	\$54,991
<b>9</b>	\$37,160	\$38,275	\$39,424	\$40,606	\$43,042	\$44,333	\$46,107	\$48,413	\$51,317
<b>w/TRS</b>	\$41,015	\$42,246	\$43,515	\$44,819	\$47,508	\$48,933	\$50,890	\$53,435	\$56,641
<b>10</b>	\$38,275	\$39,424	\$40,607	\$41,825	\$44,333	\$45,663	\$47,490	\$49,865	\$52,856
<b>w/TRS</b>	\$42,246	\$43,515	\$44,821	\$46,164	\$48,933	\$50,401	\$52,417	\$55,038	\$58,340
<b>11</b>	\$39,423	\$40,606	\$41,826	\$43,079	\$45,663	\$47,034	\$48,915	\$51,361	\$54,442
<b>w/TRS</b>	\$43,513	\$44,819	\$46,165	\$47,549	\$50,401	\$51,914	\$53,990	\$56,690	\$60,091
<b>12</b>	\$40,606	\$41,825	\$43,080	\$44,372	\$47,034	\$48,444	\$50,382	\$52,902	\$56,075
<b>w/TRS</b>	\$44,819	\$46,164	\$47,550	\$48,975	\$51,914	\$53,471	\$55,610	\$58,391	\$61,893
<b>13</b>	\$41,825	\$43,079	\$44,373	\$45,703	\$48,444	\$49,898	\$51,894	\$54,489	\$57,757
<b>w/TRS</b>	\$46,164	\$47,549	\$48,977	\$50,445	\$53,471	\$55,075	\$57,278	\$60,142	\$63,749
<b>14</b>	\$43,079	\$44,372	\$45,704	\$47,074	\$49,898	\$51,394	\$53,450	\$56,124	\$59,490
<b>w/TRS</b>	\$47,549	\$48,975	\$50,446	\$51,958	\$55,075	\$56,727	\$58,996	\$61,947	\$65,662
<b>15</b>	\$44,372	\$45,703	\$47,074	\$48,486	\$51,394	\$52,937	\$55,055	\$57,807	\$61,275
<b>w/TRS</b>	\$48,975	\$50,445	\$51,958	\$53,516	\$56,727	\$58,429	\$60,767	\$63,805	\$67,632

## APPENDIX B

### 2007-2010 CLASSIFIED STAFF PAY AGREEMENT

The provisions of this Appendix shall apply to all employees earning an hourly wage within the bargaining unit. Classified staff employees hired on or before November 20, 2006 and who have attained the requirements under the NCLB Act or acquire an Associate's degree shall receive an additional one dollar (\$1.00) per hour worked. Classified staff employees hired after the execution date of this Agreement may be offered an hourly wage beyond that listed below as "starting pay" but not to exceed that received by a currently employed classified staff member in like category with three years District experience.

#### Section A - Starting Pay

<b>Entry Level/New Employees</b>	<b>2007-08</b>
1. Secretaries	8.33
2. Instructional Aides/Inclusional Aides	8.07
3. Lunch & Playground Supervisor/Coordinators	7.50
4. Custodians	8.07
5. Health Aides	8.07
6. Attendance Clerks	7.50
7. Bus Drivers	11.67
8. Maintenance Worker	8.07
9. Bookkeepers	8.07

Classified staff employees shall be paid according to the following schedule which shall also apply to the hourly sitting time rate for bus drivers:

For 2007-08 each classified staff employee shall be paid at an hourly rate equal to the employee's 2006-07 hourly rate plus eight percent (8%).

For 2008-09 each classified staff employee shall be paid at an hourly rate equal to the employee's 2007-08 hourly rate plus five and one quarter percent (5.25%).

For 2009-10 each classified staff employee shall be paid at an hourly rate equal to the employee's 2008-09 hourly rate plus five and one quarter percent (5.25%).

Any classified staff employee working thirty (30) hours or more per week serving in his/her twentieth (20<sup>th</sup>), twenty-fifth (25<sup>th</sup>), thirtieth (30<sup>th</sup>) or thirty-fifth (35<sup>th</sup>) year to the District shall receive a bonus of five hundred dollars (\$500), seven hundred fifty dollars (\$750), one thousand dollars (\$1,000) or one thousand two hundred fifty dollars (\$1,250) respectively. Any classified staff employee working thirty (30) hours or more per week serving in his/her forty-first (41<sup>st</sup>) to the District shall receive a bonus of one thousand two hundred fifty dollars (\$1,250). The bonus will be payable in the pay period immediately preceding winter break.

## APPENDIX C

### EXTRA-DUTY ACTIVITIES

	<u>2007- 08</u>	<u>2008- 09</u>	<u>2009- 10</u>
<b><u>Intramural Sports</u></b>			
4th - 5th Girls' Volleyball/Basketball	741	780	821
4th - 5th Boys' Football	741	780	821
4th - 5th Boys' Basketball	741	780	821
6th - 8th Girls' Volleyball	741	780	821
6th - 8th Boys' Volleyball	741	780	821
6th - 8th Boys' Football	741	780	821
6th - 8th Girls' Basketball	741	780	821
6th - 8th Boys' Basketball	741	780	821
<b><u>Interscholastic Sports</u></b>			
6th Boys' Basketball (6 weeks)	899	946	996
6th Girls' Basketball (6 weeks)	899	946	996
7th Girls' Basketball (9 - 10 weeks)	1393	1466	1543
7th Boys' Basketball (12 - 14 weeks)	1393	1466	1543
8th Girls' Basketball (9 - 10 weeks)	1393	1466	1543
8th Boys' Basketball (12 - 14 weeks)	1393	1466	1543
7th Girls' Volleyball (9 - 10 weeks)	1393	1466	1543
7th Boys' Volleyball (8 weeks)	1393	1466	1543
8th Girls' Volleyball (9 - 10 weeks)	1393	1466	1543
8th Boys' Volleyball (8 weeks)	1393	1466	1543
Cheerleading and Pep Club	907	954	1004
Athletic Director	713	750	790
Soccer	1393	1466	1543
<b><u>Lunchroom and Bus Duty</u></b>			
Lunchroom Duty (per lunch period)	3009	3167	3333
Bus Supervisor	1041	1096	1153
Crossing Guard	2036	2143	2255
Elementary Lunchroom and Playground Supervisor (non-certified staff)	3009	3167	3333
NP Lunchroom and Physical Activity Sponsor	9027	9501	10000
<b><u>Music</u></b>			
Band - Elementary	1589	1672	1760
Band - Junior High	2361	2484	2615
Chorus - Junior High	1325	1394	1468
Chorus - Elementary	994	1047	1102
Flag Corps	570	599	631
<b><u>Elementary School Duties</u></b>			
School Paper	713	750	790
Yearbook	713	750	790

German Club	706	743	782
Audio-Visual Coordinator	347	365	384
Drama Club	713	750	790
Computer Coordinator	829	872	918
Computer Club	713	750	790
Student Council Advisor	1483	1561	1643
Publicity	238	251	264
Spelling Bee	108	114	120
Enrichment Club	976	1028	1082
Art Club	713	750	790
Choir Club	713	750	790
Spring Bluff Physical Fitness Club	713	750	790
<b><u>Junior High School Duties</u></b>			
Drama Club - (stipend for 2 plays)	1426	1501	1580
Drama Club - (stipend for 1 play)	713	750	790
7th & 8th Academic Team Sponsor	713	750	790
6th Academic Team Sponsor	713	750	790
Audio-Visual Coordinator	347	365	384
Computer Coordinator	829	872	918
Yearbook Advisor	1483	1561	1643
Student Council Advisor	1483	1561	1643
Science Club	911	959	1009
Science Fair	108	114	120
Computer Club	713	750	790
Publicity	238	251	264
Spelling Bee	108	114	120
Homework Club	976	1028	1082
Game Club	713	750	790
Last Chance Club (teacher's per week rate)	162	171	179
Last Chance Club (aide's per hour rate)	11	11	12
Science Olympiad	713	750	790
Art Club	713	750	790
<b><u>Mentoring</u></b>	243	256	269

# Letter of Understanding

The following addition shall be made to the Winthrop Harbor School District #1 Agreement between the Board of Education ("District") and the Winthrop Harbor Council, Lake County Federation of Teachers, Local 504, IFT-AFT/AFL-CIO ("Union") and shall be subject to the terms and provisions thereof:

## **Fall Parent – Teacher Conference Day Relating to School Calendar**

The parties hereby agree to negotiate the time and schedule for fall parent-teacher conference day no later than April 1 of each school year as it related to the subsequent school term calendar.

When the fall parent-teacher conference day falls during the week immediately preceding a Friday Veterans' Day Holiday, employees shall have fall parent-teacher conferences on the Wednesday evening of that week (preceding Veterans' Day Holiday) beginning one half hour after student dismissal and ending promptly at 8:00 pm. The following day, Thursday, employees shall conduct parent-teacher conferences beginning at 8:00 am and ending promptly at 10:00 am with dismissal for the remainder of the day thereafter.

If the fall parent-teacher conference day does not fall during the week immediately preceding Veterans' Day Holiday, employees shall be allowed to revert to the conference day schedule that is published in the 2004-2005 Collective Bargaining Extension Agreement between the District and the Union.

\_\_\_\_\_  
For the Union

\_\_\_\_\_  
For the Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# Letter of Understanding

## Class Size

During negotiations leading to their collective bargaining agreement, the parties engaged in good faith discussions regarding the issue of class size. The parties jointly recognize that a high quality education is achieved through the combined efforts of all of the several school staffs (including teachers), students, parents, and community members. The parties further jointly acknowledge that class size is one of the determining factors in delivering quality educational services and acknowledges the desirability of maintaining classes at sound educational levels.

The Board also noted that current financial restraints (including the tax cap, economic pressures on taxpayers, and the way education is funded in Illinois), sometimes dictates that class sizes cannot be the ideal. Nevertheless, the philosophy of the Board of Education remains to strive to enhance the quality of education in all ways, including class size.

A summary of class sizes shall be prepared by the Administration within two (2) weeks after the onset of each academic year and thereupon shared with the Union President or designee who may thereafter request a meeting with the Superintendent to review this data.

This Letter of Understanding is not incorporated into the parties' collective bargaining agreement and is not subject to the grievance procedure thereof.

\_\_\_\_\_  
For the Union

\_\_\_\_\_  
For the Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# Memorandum of Understanding

## Evaluation Plan

Pursuant to Article 4. Section A. the parties hereby agree that effective the 2002-2003 school year the attached document shall constitute the Evaluation Plan as developed by the Parties.

\_\_\_\_\_  
For the Union

\_\_\_\_\_  
For the Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date