

AGREEMENT

BETWEEN THE

BOARD OF EDUCATION
DIAMOND LAKE GRADE SCHOOL DISTRICT 76
LAKE COUNTY, ILLINOIS

AND THE



DISTRICT 76 TEACHERS' ASSOCIATION
A COUNCIL OF THE
LAKE COUNTY FEDERATION OF TEACHERS
LOCAL NO. 504, IFT-AFT/AFL-CIO

FOR THE SCHOOL YEARS

2015-2016
2016-2017
2017-2018
2018-2019

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ARTICLE I

PARTIES TO THE AGREEMENT/RECOGNITION

A. Parties to the Agreement

This Agreement is made by and between the Board of Education of Diamond Lake School District #76, Lake County, Illinois (hereinafter referred to interchangeably as the "Board" or the "District") and the District #76 Teachers' Association, a Council of the Lake County Federation of Teachers, Local 504, and American Federation of Teachers, AFL-CIO, (hereinafter referred to as the "Union.").

B. Recognition

The Board recognizes the Union as the sole and exclusive bargaining agent for all contractual certificated employees (full and regular part-time), excluding substitutes hereinafter referred to as "teachers." The Superintendent, building principals, and any personnel who have the responsibilities which include making recommendations to the Board for hiring, transfer, supervision, promotion, discipline, retention, or dismissal of personnel shall not be considered part of the bargaining unit.

The Board shall not negotiate with any individual or group of individuals, who purport to represent teachers, except the Union, with respect to wages, hours, terms and conditions of employment. However, the Board is free to negotiate with any teacher(s) with respect to retirement packages/option(s).

ARTICLE II

TEACHERS RIGHTS

A. Substantive Complaints

Any substantive complaint regarding a teacher made to a Board member or an Administrator by a parent, student, teacher or any other individual shall be in writing and called to the attention of the teacher by the Administrator within a reasonable period of time. Such period of time will depend on the facts and circumstances surrounding the particular complaint. The complaining party shall be permitted to express his/her complaint and be given the opportunity to discuss the matter with the teacher concerned or with a joint committee comprised of the teacher and his/her immediate supervisor with the intention of resolving any differences. The teacher will have an opportunity to address the complaint, with an Administrator and/or Union representation, if the teacher chooses. The disposition of each conference or meeting shall be reported to the Administrator and to the teacher concerned.

B. Administrator Conference

1. A teacher shall have two (2) days' notice of any conference with an Administrator involving a matter which a reasonable person could assume may result in the teacher's dismissal or the teacher's placement on remediation.
2. Such notice shall apprise the teacher of the reasons for the meeting. The teacher may invite a Union representative to the conference. Within two (2) days after the Administration has made a decision, the teacher (and Union representative, if applicable) shall be advised in writing as to the action to be taken, if any, by the Administrator.

C. Vacancies, Newly Created Positions, Transfers

1. All District vacancies and/or newly created positions shall be posted on the same day, in a central location, at each attendance center at least five (5) days prior to filling of the vacancy, and shall be shared electronically with the Union President no later than forty-eight (48) hours after the posting, except when unanticipated vacancies occur during the school year, or within five (5) days of the start of the school year. When unexpected vacancies occur during the school year, or within five (5) days of the start of the school year, the five (5) day posting may be waived by mutual agreement of the Building Administration and the Union President. Vacancies shall be defined as unfilled positions. District vacancy postings shall include subject or special service area, and building, and/or grade level. Teachers who desire to fill such vacancies shall submit their names to the designated administrator and shall notify, in writing, their current principal of their intentions.
2. In accordance with the *School Code*, appointments to aforesaid vacancies and openings shall be based on certifications, qualifications, merit, ability (including performance evaluations when available), and relevant experience. If all other factors are equal as determined by the District, District seniority will be the tie breaker. District teachers applying for such vacancies shall be interviewed by the designated administrator. Qualified District employees shall receive preference in consideration to aforesaid vacancies over non-District employees, so long as such does not violate the *School Code*.
3. Before the decision is made to involuntarily transfer a teacher, an administrator involved in the decision to make the transfer will give five (5) days' notice to such teacher and will meet with the

teacher to discuss the pros and cons of such a contemplated transfer. A Union representative may accompany the teacher to this meeting. Teachers involuntarily transferred shall receive an educational support system to assist in the transition to the assignment. When involuntary transfers occur during the school year, or within five (5) days of the start of the school year, the five (5) day notice may be waived by mutual agreement of the Building Administration and the Union President.

D. Notification of Assignments

1. Each teacher shall be notified in writing of his/her tentative teaching assignment for the following year, prior to the last teaching day of the current school year. Such notification will include specific teaching assignments with respect to class subject and/or class title and grade level.

2. If it becomes necessary to change the teacher's assignment prior to the beginning of the school year, the Administrator shall notify the teacher as soon as possible, in writing. If a teacher receives notice of a change of assignment within twenty-eight (28) calendar days of the first day of the student attendance, and if that change of assignment is involuntary in nature, then the teacher shall receive two (2) additional days of pay for the extra time required to adjust to the new position. If notice is received within twenty-one (21) days, this amount shall be three (3) additional days of pay. If notice is received within fourteen (14) days, this amount shall be four (4) additional days of pay. If notice is received within seven (7) days, this amount shall be five (5) additional days of pay.

E. Job Share

Each job share request will be decided on a case-by-case basis. The request must first be approved by administration and then by the Board of Education. Notification of a desire to job share must be received in writing by the Superintendent or designee by March 1 of the preceding school year. Decisions related to job share shall not be subject to the Grievance Procedure of this Agreement.

ARTICLE III

UNION RIGHTS

A. Dissemination of Information to Union

The Board shall make available upon the Union's request, with the requisite specificity, those documents that are available to the public. Such documents shall be Board agendas, reproductions of official Board minutes, copies of the various school handbooks, any other publically shared materials, either digitally (e.g., PowerPoint, etc.) or in hard-copy form, and revised regulations. Also, upon the Union's request, the Board will provide the current salary schedule placement of all bargaining unit members and their actual years of teaching experience/relevant work experience one time each school year.

Updated copies of Board Policy Manual shall be available to school personnel at each District attendance center.

The Union shall designate to the Superintendent of Schools the Union officer who shall receive such documents.

The designated Union representative may procure such documents at the District Office prior to 4:00 p.m. on the date such documents have been prepared for public distribution.

The District may elect to comply with any provision of this section by electronic means.

B. Typing and Printing of this Agreement

The Union shall assume all responsibility and cost related to the typing of this Agreement for execution by the parties. Upon execution of this Agreement, the Union shall assume all responsibility for the printing of sufficient copies of this Agreement for the parties. The contract printing costs shall be shared equally by the Union and the Board.

C. Release Time for Union Officers

Upon written advance notice to the Superintendent and/or designee of at least three (3) school days, a leave of absence without deduction in pay or contractual entitlement days shall be granted to the Union President/designee for up to five (5) days per school year to attend the Union convention and/or to conduct other Union business. The Union President, or designee, shall be granted release time to attend any grievance or arbitration hearing conducted during the normal teacher workday.

Furthermore, the Union President shall be granted one (1) class period per week release time to address concerns of the Administration and Union membership, and to conduct Union business. This class period shall be a regularly scheduled class time, determined by the current Union President and the immediate supervisor, as annual schedules are prepared. One (1) of these release periods per month shall be used by the Union President and/or designee upon request by either party, to meet with the building-level and/or District-level Administrative Team.

D. Use of School Facilities

The Union shall have the right to hold Union meetings in any of the District's school buildings provided that such meetings do not conflict with other scheduled activities in the building. These meetings shall be held after the day's obligation to the District has been fulfilled. Notification of a Union meeting shall be provided twenty-four (24) hours in advance to the building principal.

The Union shall have the right to use school equipment when otherwise not in use as approved by the school principal.

The Union shall have unrestricted access to teachers' bulletin boards and the inter-school mail.

E. Union President/Superintendent Meetings

Upon request by either party, the Union President or designee and the Superintendent or designee shall discuss matters relating to the implementation of this Agreement, individual building working conditions, and other subjects that may be relevant to both parties.

F. Union Dues

Upon receipt of written authorization from the individual, the Board shall deduct, from the individual's salary, the amount of Union dues specified by the Union. The deduction shall be made at each pay period between October 1 and May 31. Remittance to the Union shall be forwarded within ten (10) days of each pay period.

Termination of employment for any reason shall constitute revocation of authorization for dues deduction.

G. COPE Deduction

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

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

H. Fair Share

Effective with the start of the 1993-94 school year, all teachers covered by this Agreement who are not members of the Union shall during the term of this Agreement, and so long as they remain non-members of the Union, pay to the Union their fair share of the cost of the services rendered by the Union that are chargeable to non-members under state and federal law.

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

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

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

ARTICLE IV

EVALUATION/PERSONNEL FILES

A. Evaluations – Teachers

1. Evaluations of certified teaching staff shall be done by administrators who are ISBE qualified. Prior to the adoption of a new or significantly altered instrument regularly employed in the evaluation of teachers, the Union shall bargain with the administration concerning said alterations subject to paragraph IV.A.11 below.*
2. By September 15 of each school year, the building principals shall have conducted a meeting with all teachers on the evaluation program. This meeting shall include information on the philosophy of evaluation, an in-depth review of the summative evaluation instrument, and the procedure to be utilized if an improvement in performance is indicated by the evaluation conference. In addition, a teacher may request a personal conference to further clarify and establish mutual understanding of the evaluation process before the initial formal evaluation is implemented.
3. Unless mutually agreed upon, informal and formal observations will not be conducted during the first five (5) school days of receiving a new group of students. No observation shall take place on the day immediately following or preceding a recognized school holiday or on the school days of or immediately following parent-teacher conferences.
4. If the evaluator is unable to attend a scheduled formal observation, the evaluator will give reasonable notice regarding the cancellation and will contact the teacher within twenty four (24) hours after the cancellation to set another mutually agreed upon date. Every effort will be made to maintain the original date and time of the formal observation/evaluation. In the event of a cancelled and rescheduled formal observation/evaluation, the teacher will not have to fill out a second pre-observation form if the lesson originally scheduled is still relevant. If a new lesson is needed for the rescheduled formal observation/evaluation, a new verbal pre-observation conference will be scheduled. The evaluator will collaborate with the teacher regarding the date of the new pre-observation conference and the rescheduled observation/evaluation.
5. All conferences pertaining to a teacher's evaluation should take place in a proper confidential setting, which is mutually acceptable to the evaluator and the teacher.
6. Teachers may provide evidence for any components observed or not observed, and such evidence will be discussed by the teacher and evaluator and considered for the informal/formal observation(s) and summative evaluation.
7. Summative Evaluations for teachers are due:
 - a. Tenured teachers: no later than May 15th.
 - b. Non-tenured teachers: no later than March 30th.
 - c. Teachers on a Professional Development Plan (PDP): no later than March 1st.
 - d. Teachers who are at risk of receiving a "Needs Improvement" or an "Unsatisfactory" rating: no later than May 1st; teachers who are at risk of receiving a "Needs Improvement" or an "Unsatisfactory" will have been informed of such a possibility with reasonable notice, within the judgment of the evaluator, by formal/informal observations/evaluations.
8. A copy of the "Summative Evaluation Form" will be given to the teacher at the end of the conference and will be signed by both parties, unless the teacher and evaluator have discussed additional evidence per IV.A.6 above, which may result in a revised summative evaluation; if so, a

copy of the revised summative evaluation will be given to the teacher no later than the dates contained herein. The signature of the teacher signifies that the evaluation has been discussed and received, but does not necessarily indicate agreement with the evaluation. Teachers are able to attach a written rebuttal to any "Summative Evaluation Form" within thirty (30) school days of the receipt of the signed "Summative Evaluation Form", or by the last day of school, whichever is earlier. The written rebuttal must be submitted to the evaluator. Both the teacher and the evaluator shall date and sign all copies of the written rebuttal. A copy of the "Summative Evaluation Form", including any rebuttal to it, and/or supporting documents will be included in the teacher's personnel file.

9. Every teacher shall receive a summative rating of "Excellent", "Proficient", "Needs Improvement", or "Unsatisfactory". Ratings will be determined based on evidence observed and/or provided. Under no circumstances shall "proficient" be considered an unacceptable rating. This provision shall not prohibit non-renewal in accordance with *School Code*.

10. Teachers who receive a "Needs Improvement" (NI) will be placed on a Professional Development Plan (PDP), in accordance with the District Teacher Evaluation Plan. A PDP is a tool to improve the quality of teaching and learning by ensuring that educators participate in meaningful, continuous growth. Teachers receiving an (NI) will be placed into group 2 or 3 based upon the process determined by the Joint Honorable Dismissal Committee pursuant to Section 24-12(c)(1) of the *School Code*.

*11. The parties agree that to the extent permitted by law, all substantive aspects of both the District's teacher evaluation plan and a teacher's individual evaluation (including the evaluator's assessment, judgments and ratings, unless procedural) are not mandatory subjects of bargaining and are not grievable or arbitrable, unless procedural. However, the parties do agree that the procedural aspects of the evaluation plan are mandatory subjects of bargaining and that those procedural aspects of the evaluation plan included in the Agreement are both grievable and arbitrable.

B. Appeals and Summative Review Process

It is the desire of the parties to create procedures that encourage dialogue between a tenured teacher and his/her evaluator periodically during the entire evaluation process. This is especially true in cases involving a tenured teacher's concern over receiving a summative rating of "Needs Improvement" or "Unsatisfactory." The Appeals and Summative Review Process described hereunder (IV.B) is only available to tenured teachers who receive a "Needs improvement" or an "Unsatisfactory" summative evaluation.

1. The involved tenured teacher who receives a "Needs Improvement" or an "Unsatisfactory" on his/her summative evaluation is first encouraged to discuss any concerns regarding the "Needs Improvement" or "Unsatisfactory" summative evaluation with the evaluator and/or present any evidence to support observable or non-observable components that may alter the original "Needs Improvement" or "Unsatisfactory" summative evaluation. It is the hope that such discussion will resolve the matter informally.

2. If unresolved informally pursuant to IV.B.1 above, the teacher may request of the original evaluator EITHER a new observation/evaluation from the original evaluator to be considered as part of the summative evaluation OR a new observer/evaluator to conduct a new observation/evaluation to be considered as part of the summative evaluation, provided the teacher makes such a request in writing within three (3) school days following receipt of the summative rating. The original evaluator may grant or deny the request within five (5) school days of the request.

3. If the request is granted, the new classroom observation/evaluation shall be scheduled as soon as possible, but within the same school year as the summative evaluation rating that gave rise to the Appeals and Summative Review Process. The timelines in IV.A.7 above may be waived to allow for the new observation and evaluation to take place.

4. If the original evaluator denies the request for the new observation/evaluation or fails to respond within the five (5) school days response period, the teacher may request that the matter be forwarded to the Superintendent for consideration provided the teacher makes such a request in writing within three (3) school days after being informed of the evaluator's denial or expiration of the response period. The Superintendent may approve or deny the teacher's request.

C. Remediation

1. Within thirty (30) school days after a teacher has received an "Unsatisfactory" summative evaluation rating, a remediation plan shall be developed by the District and consulting teacher.

2. A written list of deficiencies to be corrected by the teacher shall be a part of the remediation plan. The list of deficiencies to be corrected shall not be grievable under the terms of this Agreement; however, the failure to provide the list shall be grievable.

3. Evaluation dates shall be established. Any teacher on remediation status shall be formally evaluated and rated at least during a mid-point and a final evaluation during the ninety (90) school day remediation period immediately following receipt of an "Unsatisfactory" evaluation rating. A written copy of the evaluations and ratings, in which any deficiencies in performance and recommendations for correction are identified, shall be provided to and discussed with the teacher within ten (10) school days after the date of the evaluation. The consulting teacher shall be informed of the results of all evaluations in order to continue to provide assistance to the teacher under remediation. Such information shall be provided by conferences with the qualified administrator/evaluator, the consulting teacher and the teacher under remediation.

- a. A midpoint evaluation will be conducted between forty (40) and fifty-five (55) school days from the beginning of the Remediation Plan.
- b. Failure to strictly comply with the timelines for a required evaluation due to events such as summer months, illness, or leaves granted to the teacher under the remediation plan shall not invalidate the results of the remediation plan.

4. Evaluations and ratings shall be conducted by administrators who are ISBE- qualified.

5. The evaluator shall complete the summative evaluation at the conclusion of the ninety (90) school day remediation period specified in the remediation plan.

6. The teacher under remediation shall be reinstated to the regular evaluation schedule after successfully completing the ninety (90) school day remediation plan when receiving a "Proficient" or better rating. For purposes of this provision the regular evaluation schedule shall begin with formal evaluation during the year immediately following the year of remediation.

7. Participants in the remediation plan shall include:

- a. The teacher rated "Unsatisfactory" in the summative evaluation rating.
- b. The administrator/ISBE-qualified evaluator that rated the teacher "Unsatisfactory".
- c. A qualified consulting teacher.

8. The qualified consulting teacher shall be an educational employee as defined in the Educational Labor Relations Act, one who has received a rating of "Excellent" on his/her most recent evaluation, has a minimum of five (5) years experience in teaching, and has knowledge relevant to the assignment of the teacher under remediation. The consulting teacher shall provide advice to the teacher rated "Unsatisfactory" on how to improve teaching skills and to successfully complete the

remediation plan. The consulting teacher shall participate in the developing the remediation plan, but the final decision as to the evaluation shall be done solely by the evaluator.

9. The Superintendent shall furnish the Union with a roster of all teachers qualified as consulting teachers and shall update such roster from time to time as names are added or deleted. The roster shall include the qualified teaching area of each teacher. When a consulting teacher is needed, written notice of such is delivered to the Union with the Administration indicating preference(s) as to the consulting teacher. The Union shall submit to the Administration a roster of at least five (5) qualified teachers or all such qualified teachers if that number is less than five (5), from which the Administration shall select the consulting teacher. Should the Union fail to submit a roster within five (5) school days of receipt of request for such roster, then the Administration may select a consulting teacher.

10. Where no consulting teacher is available in a District, the District shall request the Regional Office of Education to provide a consulting teacher.

11. In the event of a dispute between the Administration and the Union as to qualifications of the consulting teacher, ISBE will determine qualifications.

12. If the consulting teacher becomes unavailable during the course of a remediation plan, a new consulting teacher shall be selected in the same manner as the initial consulting teacher. The remediation plan shall be amended as necessary upon consultation with the new consulting teacher.

13. The participation of the consulting teacher shall be voluntary. A consulting teacher shall receive release time (schedule to be worked out as part of any remediation plan) to perform his/her duty as a consulting teacher and shall receive an annual stipend which shall be a matter of mutual agreement between the Superintendent and the Union. A teacher may decline to serve as a consulting teacher.

14. The consulting teacher shall not participate in any of the required evaluations, nor be engaged to evaluate the performance of the teacher under remediation. In the event formal dismissal proceedings are initiated by the District, information or testimony from the consulting teacher may not be compelled by the teacher under remediation, the Union, or the District with respect to either the rating process or for opinions of performance by the teacher under remediation.

D. Personnel Files

1. Location of all personnel files maintained by the Board shall be provided to each individual teacher upon request to the Superintendent. Each teacher shall have the right, upon prior request, to review the contents of any personnel file maintained by the Board for that individual teacher. Privileged information such as confidential credentials and related personal references at the time of employment is specifically exempt from such review.

2. The teacher shall have the right to include relevant information or attach dissenting information to any item in the personnel file maintained for the individual teacher provided such is provided by the teacher within thirty (30) calendar days of the teacher's knowledge of any such item in the personnel file.

3. No document shall be included in the personnel files unless signed and dated by the originator with written receipt acknowledgement by the teacher.

4. Teachers shall have the right to have a photocopy made of any non-privileged material.

5. The Administration shall furnish a written receipt within fifteen (15) calendar days to the staff member for each teacher-initiated document to be placed in the teacher's personnel file.

ARTICLE V

WORKING CONDITIONS

A. School Term

For the 2015-16 and 2016-17 school years, the following shall apply:

The school year shall consist of one hundred eighty-six (186) school days, of which one hundred seventy-six (176) days shall be pupil attendance days. Four (4) of the one hundred seventy-six (176) pupil attendance days shall be shortened teaching days to allow for teacher inservice. Two (2) days shall be used as parent conference days. Two (2) days shall be used as institute days, and one (1) day as a records day. The remaining five (5) days shall be referred to as emergency or snow days and shall be deemed holidays if not used. Not later than the first regular May meeting of the School Board, the closing day of school shall be adjusted to insure that the limit of one hundred seventy-six (176) teaching, two (2) parent conference, two (2) institute, and one (1) records days shall not be exceeded. (Emergency situations after the May meeting may dictate alteration of the school closing date.)

For the 2017-18 and beyond, the following shall apply:

The school year shall consist of one hundred eighty-five (185) school days, of which one hundred seventy-four (174) days shall be pupil attendance days. Two (2) days shall be used as parent/teacher conference days. Four (4) days shall be used as institute days. The remaining five (5) days shall be referred to as emergency or snow days and shall be deemed holidays if not used. Not later than the first regular May meeting of the School Board, the closing day of school shall be adjusted to insure that the limit of one hundred seventy-four (174) teaching, two (2) parent/teacher conference, and four (4) institute days shall not be exceeded. (Emergency situations after the May meeting may dictate alteration of the school closing date.)

B. Calendar

The Superintendent shall consult with Union representatives on the school calendar with the purpose of obtaining Union input to the calendar prior to it being recommended to the Board.

C. Health and Safety

The Board shall be responsible for the healthful and safe conditions of the school buildings and grounds. The teachers are responsible for the general safety practices within their teaching station. Teachers will be provided one secure device to lock up personal items.

D. Classroom Interruptions

Classroom interruptions shall be held to a minimum.

E. Meetings

If need arises to call an emergency meeting it shall be inclusive in the school day.

F. Discipline

Teachers shall discipline students in accordance with written policy. The Board and Administration shall support the teacher in the implementation of such policy. A Discipline Committee comprised of equal Union and Board members or designees will meet (2) two times during the school year to assess the effectiveness and implementation of the Board's current written discipline policy; this Committee will include members from the Positive Behavior Interventions and Supports (PBIS) team, and the Committee will also make recommendations for improvements to existing implementation and/or policy concerns and/or issues.

G. Workday

For the 2015-16 and 2016-17 school years, the following shall apply:

Workdays for teachers will be as follows:

West Oak	7:25 a.m. – 2:30 p.m. (7 hour and 5 minute workday)
Diamond Lake	7:45 a.m. – 2:45 p.m. (7 hour workday)
Fairhaven	8:30 a.m. – 3:15 p.m. (6 hour and 45 minute workday)

This shall not obviate teachers from the regularly scheduled school activities or events such as open houses and evening conferences.

1. The teacher workday shall, at a minimum, include the normal pupil attendance day. The length of the normal pupil attendance day shall be established by administration for each attendance center, may include bus duty, and shall not exceed seven (7) hours.
2. Teachers shall be provided an equitable amount of planning time and a lunch period during the normal pupil attendance day. Planning time is to be used for individual preparation and divided among the five (5) days as equally as possible. This time shall not be scheduled for travel, student supervision or meetings.
3. Meeting time will be scheduled outside the normal pupil attendance day. A weekly and/or monthly meeting schedule will be established by administration by September 15th of each year.

The building administration may schedule full building meetings and other school related committee meetings. These include full Staff Meetings, Committee Meetings, and Curriculum Meetings. Aside from Team Meetings, the frequency shall be limited to no more than one such meeting per week as directed by the administration, except if there is an emergency.

Each such meeting shall end no later than one (1) hour after the end of the student day or no later than forty-five (45) minutes after the start of the meeting, whichever comes first.

A teacher who has a scheduled school activity or other such obligation, or a teacher who has a prior necessary personal commitment which requires their departure before the end of the meeting, shall inform the building principal or other person who is in charge of the meeting of this conflict before the meeting begins, unless there is an emergency. No negative consequences, written or verbal, shall result from a teacher's departure after the required time period, even if the meeting is still in progress.

4. Teachers shall be involved in the scheduling of appointments which require their attendance outside the school day.

For the 2017-18 and 2018-19 school years, the following shall apply:

The following shall not obviate teachers from the regularly scheduled school activities or events such as open houses and evening conferences.

1. The teacher workday shall not exceed seven (7) hours and ten (10) minutes. At a minimum, the teacher workday shall include the normal pupil attendance day and may include bus duty. The length of the normal teacher workday shall not start before 7:30 a.m. and shall not end after 3:30 p.m. The length of the normal pupil attendance day shall be as follows:

- Fairhaven: six (6) hours and thirty (30) minutes,
- Diamond Lake: six (6) hours and fifty-five (55) minutes, and
- West Oak: seven (7) hours.

Start and end times for each school will be reviewed annually. Notice of any change to the workday start and/or end times shall be given to teachers no later than June 1st of the school year prior to the effective date of change. In the event of an emergency change after June 1st, teachers shall be notified as soon as possible. However, the Union retains the right to bargain the impact of such change.

2. Teachers shall be provided an equitable amount of planning time and a lunch period during the normal pupil attendance day. Planning time is to be used for individual preparation, be teacher-driven and used for individual and/or team preparation, and divided among the five (5) days as equally as possible. This time shall not be scheduled for travel or student supervision. Administrators may attend team preparation meetings or utilize such meetings to present topics for discussion on an as needed basis.

3. Meeting time will be scheduled outside the normal pupil attendance day. A monthly meeting schedule will be established by administration by September 15th of each year.

The building Administration may schedule full building meetings and other school related committee meetings. These include full Staff, Grade Level, Department, Curriculum and/or Committee Meetings. Aside from Team Meetings, the frequency shall be limited to no more than one such meeting a month as directed by the Administration, except in case of an emergency.

Each such meeting shall start no earlier than one (1) hour before the start of the student attendance day or end no later than one (1) hour after the end of the student day. Each meeting shall go no longer than forty-five (45) minutes.

A teacher who has a scheduled school activity or other such obligation, or a teacher who has a prior necessary personal commitment which requires their departure before the end of the meeting, shall inform the building principal or other person who is in charge of the meeting of this conflict before the meeting begins, unless there is an emergency. No negative consequences, written or verbal, shall result from a teacher's departure after the required time period, even if the meeting is still in progress.

4. Teachers shall be involved in the scheduling of appointments which require their attendance outside the school day.

H. Traveling Teachers

1. Any teacher who travels on a regular basis to two (2) or three (3) schools within the district for the purpose of student instruction or student counseling is considered a traveling teacher. Any full time traveling teacher shall work the same contractual day as any other full time district teacher as defined in Article V Section G.
2. Each traveling teacher shall be assigned a base school.
 - a) The formal evaluation shall be completed by the principal of the base school with input from the other supervising principals. Base school shall be determined at the beginning of each school year.
 - b) Traveling teachers shall be responsible for attending appropriate evening functions for their base school. In addition, they may be required to attend subject area events for the district.
 - c) Building committee assignments shall be made at the base school.
3. Traveling teachers shall be allowed thirty (30) minutes to travel between assignments and shall be reimbursed for such travel at the standard IRS rate.

I. Middle School Preparations

The parties shall monitor and discuss the number of preparations middle school teachers have per year through the Professional Advisory Committee. The Committee shall meet as needed and make advisory recommendations to the Board and Union where appropriate. Final decisions regarding middle school preparations shall rest with the Board.

J. Class Size

The parties shall monitor and discuss class sizes through the Professional Advisory Committee. The Committee shall meet as needed and make advisory recommendations to the Board and Union where appropriate. Final decisions regarding class size shall rest with the Board.

ARTICLE VI

LEAVES OF ABSENCE

A. Annual Leave

1. Immediate Family

The teacher's immediate family shall be defined to include the spouse, children, grandchildren, father, mother, brother, sister, grandparent, step-parent, or step-children of either the teacher or the teacher's spouse. It shall also include those for whom the teacher has legal guardianship.

2. Sick/Personal Leave

Each full-time certified teacher hired for the 2014-2015 school year or earlier, and who will have completed any one of their first through fourteenth (1st – 14th) years of service to the District as a teacher by the end of the 2014-2015 school year shall, without deduction in pay, be granted sick days on the first day of the 2015-2016 school year according to the chart in Attachment #7. Beginning with the 2016-2017 school year, said teachers shall, without deduction in pay, be granted fourteen (14) days sick leave per school year.

Each full-time certified teacher hired for the 2015-2016 school year or later, or for the 2000-2001 school year or earlier, shall, without deduction in pay, be granted fourteen (14) days sick leave per school year.

All sick leave shall be limited in use to one (1) hour increments. These days shall be available for use by the teacher on the first day of the school term whether or not the teacher is in actual attendance on that date.

Unused sick leave shall be cumulative each school year to a maximum of three hundred forty (340) days. If a teacher resigns from District employment before completing the school term, then the annual allotment of sick leave shall be pro-rated for that year, and if the pro-ration results in the change of status of used sick leave from paid to unpaid, the District may deduct the money owed from the teacher's final paycheck.

Up to four (4) days sick leave per year may be used by the teacher as personal leave, provided that no more than three (3) such days may be used consecutively. A teacher may request that Administration approve four (4) days of sick leave be used for significant life cycle events, such as weddings, births, graduations and ordinations occurring in the teacher's immediate family, but excluding bereavement leave as defined in Subsection 5 below.

Personal business, as defined herein, shall mean an activity that requires the teacher's presence away from school during the school day and is of such a nature that it cannot be attended to at a later time when school is not in session or at the conclusion of a working day or on weekends. Personal Leave shall not include recreation or any activity producing taxable income (other than the sale of the teacher's residence). The use of personal leave will be strongly discouraged during the first and last calendar week of the school year, or the day prior to or immediately following holidays, except in the case of an emergency, a recognized religious holiday of the teacher's faith, or significant life cycle events of the teacher or the teacher's immediate family. Requested exceptions to use of Personal Leave should be submitted to the Superintendent, who will make a case by case decision.

3. Personal Leave Notice

Except in emergencies, the teacher taking leave hereunder shall give his/her building principal written notice of his/her intention to take such leave at least three (3) school days in advance of the day he/she proposes to be absent. In the event personal leave days are not used within the school year, the unused days shall be added to the sick leave accumulation. Non-emergency leave shall be limited to three (3) teachers per building at one time.

4. Good Attendance Bonus

- a) Any teacher who shall utilize two (2) or less sick/personal leave days per year shall receive a stipend bonus of two hundred dollars (\$200). Any teacher who shall utilize between three (3) and five (5) inclusive sick/personal leave days per year shall receive a stipend bonus of one hundred dollars (\$100). The Good Attendance Bonus will be paid by the next regularly scheduled payroll after the last day of the school term.
- b) At the beginning of each school year, each teacher shall have available as sick leave his or her accumulated total as of the close of the preceding year plus the then current annual allotment as stated in Subsection 2 above. Any teacher who has available sick leave greater than or equal to two hundred forty-three (243) days shall have the option of designating one (1) sick leave day per year as personal leave above and beyond those that may be designated as personal leave under Subsection 2 above.

5. Bereavement Leave

Each teacher shall, without deduction in pay, be granted up to five (5) days bereavement leave per event for death in the immediate family or of aunts, uncles, nephews, and nieces. One (1) additional bereavement leave day may be used for the death of an individual not listed herein, upon application to and approval by the Superintendent or designee; such approval or denial shall be non-precedential. Personal leave may be utilized to attend the funeral of a person outside of the immediate family or those listed above not to exceed one day per funeral. If annual personal leave has been exhausted, sick leave may be utilized for such purpose.

6. Report of Accumulated Leave

Teachers shall be advised as to the number of accumulated sick leave days each September.

B. Parental Leave

1. As used herein, "parental leave" shall mean maternity leave, paternity leave, or leave for the purpose of adoption or foster care.
2. A tenured teacher shall be eligible for parental leave upon delivery of a child, or placement of a child in the case of adoption or foster care. In the instances of the teacher's (or teacher's spouse's) pregnancy the teacher shall notify the Superintendent informally and verbally of the possible use of parental leave not later than the fifth (5th) month of pregnancy, and in the case of adoption and foster care, the teacher shall notify the Superintendent upon learning that the adoption or foster care process has begun and of the anticipated date of placement of the child in the teacher's home.

Application for such leave shall be made to the Superintendent formally and in writing at least one hundred (100) days prior to the expected date of delivery or, in the case of adoption or foster care, the

anticipated placement of the child or as soon thereafter as the anticipated placement date is known. The teacher and the Board or its designee shall agree upon a tentative plan for the commencement and termination of such leave, as prescribed for in Paragraphs a and b below.

- a) Short-term parental leave without pay shall be granted for a period of up to six (6) weeks after the birth, adoption, or foster placement of the child. Should the leave need to be extended beyond that period and no alternate plan can be agreed upon, as prescribed for in Paragraph 4 below, the leave shall automatically fall under the terms of Paragraph b below.
- b) Long-term parental leave without pay shall not exceed the school year in which it commences and one (1) additional year. The leave shall not exceed twenty-four (24) months. The teacher shall return from such leave only at the beginning of the school year.
- c) A teacher may also elect to use available sick leave days for up to thirty (30) work days following the birth, adoption or foster placement, unless written medical certification supports a need for the use of sick days beyond thirty (30) days for disabilities related to pregnancy or disability of the child.

3. During the course of any non-paid parental leave should the teacher and Board agree and if needed by the District and desired by the Board, nothing shall preclude the utilization of the teacher as a substitute or replacement. No such utilization shall be viewed as a termination of leave status of the teacher.

4. Any agreed upon parental leave may be altered by mutual consent of the teacher and the Board or its designee.

5. Upon return from a parental leave, a teacher shall be entitled to return to a bargaining unit position. The teacher shall file an intent to return from leave with the Superintendent no later than March 1, of the calendar year in which the leave terminates, or if leave is less than forty-five (45) days, intent must be given before leave is granted.

6. All benefits to which a teacher was entitled at the time the leave of absence commenced including unused sick leave (less any sick leave days used as part of this leave), shall be restored upon return.

7. During any short-term parental leave, all group insurance premiums on behalf of the teacher shall continue to be paid by the Board, as provided for elsewhere herein. During any long-term parental leave, the teacher may, at the teacher's request, continue to be covered under all group insurances, provided the teacher shall remit the premiums due to the Board.

8. Seniority in the District shall continue to accrue during any short-term, parental leave. During long-term parental leaves, seniority in the District shall not continue to accrue; however, any accrued seniority held by the teacher prior to the commencement of the leave, shall be restored to the teacher upon termination of the leave.

9. Non-tenured teachers shall be entitled to parental leave as outlined in this Article VI.B through the 2016-2017 school year. Effective with the 2017-2018 school year, non-tenured teachers shall no longer be eligible for the parental leave as outlined in this Article VI.B, and instead may be granted parental leave by the Board on a discretionary basis and upon terms and conditions determined by the Board. This provision shall not preclude non-tenured teachers from use of available sick leave and/or FMLA leave. The granting or denying of such leave for non-tenured teachers shall be non-grievable and non-precedential.

10. All leaves granted prior to the adoption of this Agreement shall be governed by the provisions of the Agreement under which the leave was granted.

C. Leave of Absence Without Pay

1. The Board may grant a leave of absence of up to two (2) years without pay and benefits for:

- return to school for additional coursework or degree attainment;
- personal prolonged illness of the teacher or member of the teacher's immediate family;
- service as an elected official;
- other reasons as deemed appropriate.

2. The Board may grant a leave of absence of up to four (4) years without pay and benefits for military service.

D. Professional Meeting Leave

The Board recognizes the value of selected professional meetings, and shall be responsible for wages, travel expenses, meals, and lodging in the event a teacher is designated by the Board to attend such a meeting.

E. Professional Visitation

Any teacher may request a professional visitation day. Visitation days may be granted to teachers subject to approval by the Principal and the Superintendent.

F. Jury Duty Leave

The Board shall pay the regular salary to teachers called for jury duty but shall deduct any compensation received for such duty.

G. Sick Leave Bank

The Board agrees to the establishment of a Sick Leave Bank by the Union. The intent of the Bank is to provide extended sick leave to eligible teachers who incur a period of prolonged personal illness or disability. The Union President or designee shall administer the Sick Leave Bank. Eligible teachers' participation in the Bank shall be on a voluntary basis, subject to the rules and regulations established by the Union. All matters that concern the policies and administration of the Sick Leave Bank shall be governed by the Union.

The Union agrees with respect to the operation of the Sick Leave Bank that it will hold harmless, defend, and indemnify the Board, its members, employees and/or agents as regards any action,

complaint, or suit taken in the implementation of this Bank.

Unless mutually extended by the Board and the Union, the Sick Leave Bank will sunset at the end of the 2015-2019 contract. If the sunset does occur, any days donated and not used shall be returned to the donors on a pro-rata basis.

ARTICLE VII

COMPENSATION/FRINGE BENEFITS

A. Compensation Schedules

1. During school year 2015-2016 teachers shall be compensated pursuant to Attachment #1 of this Agreement, and furthermore pursuant to "2015-2016 Hand Placement of Teachers" and "2015-16 & 2016-17 New Teacher Placement Agreement" Side Letters. Access to the Masters lane is restricted to teachers (full or part-time) with a Masters Degree or those teachers with 33-40 plus hours beyond the Bachelors Degree who were employed prior to the 1983-84 school year. Anyone employed after the 1983-84 school year must have a Masters Degree to enter the Masters lane. Access to the Masters+15 or Masters+30 lane is restricted to teachers with a Masters degree.

2. During school year 2016-2017 teachers shall be compensated pursuant to Attachment #2 of this Agreement, and furthermore pursuant to "2015-16 & 2016-17 New Teacher Placement Agreement" Side Letter. Access to the Masters and the Masters+15, Masters+30, or Masters+45 lane is restricted as outlined and stated in Paragraph 1 above.

3. During school year 2017-2018 teachers shall be compensated pursuant to Attachment #3 of this Agreement. Access to the Masters and the Masters +15, Masters +30, or Masters +45 lane is restricted as outlined and stated in Paragraph 1 above.

4. During school year 2018-2019 teachers shall be compensated pursuant to Attachment #4 of this Agreement. Access to the Masters and the Masters +15, Masters +30, or Masters +45 lane is restricted as outlined and stated in Paragraph 1 above.

5. Teachers in active service shall advance vertically on the compensation schedule one (1) step during each year of this Agreement. Teachers reaching the last vertical step on the compensation schedule may be eligible for additional pay the following year, pursuant to Article VII paragraph A #6 and #7 listed below. This does not preclude a teacher's horizontal advancement.

6. Teachers employed after the 2000-01 school year, in the BA and BA+15 lanes are not eligible for longevity pay.

Teachers in the BA+24 lane or higher, who have advanced vertically to the last step of the compensation schedule shall move beyond the compensation schedule the following year and be eligible for longevity pay.

Teachers eligible for longevity pay shall receive an increase over their prior year's salary that is equal to ninety one point five percent (91.5%) of the salary schedule average percentage raise for each year of the Agreement, which longevity increase shall be 3.2% in 2015-2016, 4.5% in 2016-2017, 3.1% in 2017-2018 and as yet to be determined for 2018-2019. Longevity increases will be the percentage increase as described herein over the prior year's salary. For example, a teacher whose salary was \$75,000 in 2014-2015 will have a salary of \$77,400 in 2015-2016 (3.2% increase), a salary of \$80,883 in 2016-2017 (4.5% increase), a salary of \$83,290 in 2017-2018 (3.1% increase), and an increase as yet to be determined for 2018-2019.

7. Teachers who were employed prior to the 2001-02 school year and have advanced beyond the attached compensation schedules and are not eligible for longevity pay as defined in section 6 above, shall receive an increase as described immediately above in VII.A.6, 3rd paragraph.

8. Additional Compensation for Professional Achievement or Award

Any teacher who has successfully completed the requirements for and received National Board For Professional Teaching Standards (NBPTS) Certification, shall be eligible to receive, in addition to any other compensation, an annual payment of two thousand six hundred and forty-nine dollars (\$2,649) per year effective with the school year following receipt of the certification, for the duration of the certificate.

A teacher who receives a recognized award for excellence from a group outside the school district (for example, a Golden Apple Award), shall also be eligible for additional compensation in an amount agreed upon between the Board and the Union on a case by case basis, depending upon the award.

Once decided for a particular award, a Letter of Understanding between the Union and the Board shall be written to memorialize the agreement with regard to the amount of additional compensation for a particular award and any expected service requirements which shall be performed in order to receive the additional compensation.

B. Method of Payment

Teachers shall have the option of receiving their annual salary in either twenty (20) or twenty-four (24) equal payments payable at semi-monthly intervals on the 15th & 30th. If the payday falls on a weekend or holiday, payment will be due the prior business day. Such election shall be made by the individual teacher no later than Friday of the first week of the school year established by the annual school calendar. The option of the teacher shall remain firm until the succeeding option date.

If payment is to be by mail the district shall, before payday, mail each teacher's salary payment to his/her address of record.

Teachers may elect to receive their annual salary through direct deposit. Teachers will furnish the District's business office with all necessary legal forms authorizing this type of transaction. Teachers who are enrolled in direct deposit will have the option to receive their paycheck stub electronically, and must check with the Business Office regarding the proper procedures for electing such option. The school district will assume no cost associated with this election.

C. Annual Summary Statement

The Board shall provide an annual accounting statement to each teacher. The statement is to include salary step including all increments. The statement shall be provided by September 30.

D. Health & Hospital, Term Life Insurance, and Dental Insurance

1. The Board shall make available to each teacher, group health, dental, and term life insurance.

- a) Full time teachers hired after the 2000-2001 school year will be automatically enrolled in the District's insurance plan. The District's contribution shall be to pay a maximum of the actual cost of the single health premium but not to exceed the amounts below, except that any teacher who elects either (1) District provided dependent health coverage (*i.e.*, single plus one or full family) premiums or (2) single or dependent dental coverage may apply any balance remaining after the single premium amount to such dependent health premium costs or dental (single or dependent) premium costs. This potential excess over the actual single health premium cost and the negotiated amounts below is in addition to the Board's dependent coverage contribution as provided in Paragraph D.6 below. These amounts shall be eight thousand nine hundred and nine dollars (\$8,909) in 2015-2016 (a 0% increase over the 2014-2015 District contribution amount); eight thousand nine hundred and nine dollars (\$8,909) in 2016-2017 (a 0% increase over the 2015-2016 District contribution amount); nine thousand

five hundred seventy seven dollars (\$9,577) in 2017-2018 (a 7.5% increase over the 2016-2017 District contribution amount); and, ten thousand two hundred ninety five dollars (\$10,295) in 2018-2019 (a 7.5% increase over the 2017-2018 District contribution amount).

- b) Part time teachers hired after the 2000-2001 school year shall have the option of electing or declining the District's insurance plan. The District's contribution shall be as follows:
 - (i) Part time teacher employed a minimum of .5 (50%)
 - Electing insurance will receive the District contribution pro-rated to their employment level,
 - Declining insurance will not receive a benefit. The District will contribute the pro-rated amount to the District self-insurance pool.
 - (ii) Part time teacher employed at less than .5 (50%)
 - Electing insurance will receive no District contribution,
 - Declining insurance will not receive a benefit and the District will not contribute to the District self insurance pool.
- c) The District will pay for the cost of a forty-thousand (\$40,000) Life-Insurance Policy.
- d) A dependent (family) health and/or dental plan and additional term life insurance may be purchased at the option of the teacher. For any option elected, payroll deduction of premiums shall be honored by the Board.

2. The Board and the Union shall meet annually, on or about the anniversary date of the group term and health insurance policy, to determine the mutual acceptability of the insurance benefits, premiums and carrier of the insurance plan.

3. Insurance benefits shall not diminish during the life of this Agreement, unless by written agreement of the parties. Insurance benefits include all benefits described under the insurance carrier's schedule of benefits (i.e., deductible, co-pays, out-of-pocket maximum, lifetime limit, etc.)

4. If at any time during the term of this Agreement an insufficient number of teachers elect to participate in this policy of insurance as to endanger or preclude the continuation of the group, such participation shall be mandatory for such number of teachers as shall be required to maintain the group policy, teachers to be selected for such mandatory participation on a basis inverse to their seniority (continuous employment by District #76).

5. Teachers hired prior to the 2001-2002 school year and in continuous employment since that date have the option of declining to participate in the District's insurance plan. Full-time teachers who are eligible to decline participation and do so shall receive additional taxable income from the District (i.e., compensation in addition to salary) in the amount of three thousand five hundred dollars (\$3,500). Part-time teachers who are eligible to decline participation and do so shall receive such overall compensation on a pro-rata basis.

6. For any teacher who elects to take single-plus coverage (single+spouse or single+child/ren), the District's contribution, in addition to VII.D.1.a, will be one thousand two hundred and thirty-two dollars (\$1,232) in 2015-2016; one thousand eight hundred dollars (\$1,800) in 2016-2017; two thousand dollars (\$2,000) in 2017-2018; and, two thousand dollars (\$2,000) in 2018-2019. For any teacher who elects to take family medical coverage, the District's contribution, in addition to VII.D.1.a, will be two thousand four hundred and sixty-four dollars (\$2,464) in 2015-2016; three thousand six hundred dollars (\$3,600) in 2016-2017; four thousand dollars (\$4,000) in 2017-2018; and, four thousand dollars (\$4,000) in 2018-2019. For part-time teachers, District contributions will be prorated as with Section 1(b) above. The maximum District contribution will not exceed twenty two thousand dollars (\$22,000) in the 2015-2016 school years, thirty five thousand dollars (\$35,000) in the 2016-2017 school year,

forty thousand dollars (\$40,000) in the 2017-2018 school year and, forty five thousand dollars (\$45,000) in the 2018-2019 school year, and might entail prorated contributions to individual teachers.

Teachers who intend to receive this District benefit must declare their intent in writing to the District within the first three (3) weeks immediately following the commencement of open enrollment, provided that the open enrollment period is no less than thirty (30) days long. For example, if open enrollment begins September 1, teachers have until September 21 to declare their intent to receive this benefit; if teachers do not declare their intent within this time period, they will not be eligible for this benefit. Teachers will then receive no later than the fourth day after this three-week period (i.e., by September 25) written notice (the "Preliminary Amount") by the District stating the amount of the District contribution towards their single-plus or family coverage.

Following this notice, teachers will then have a one-time irreversible option to withdraw their declaration of intent to receive this benefit (and thus decline participation in the employer's singleplus or family group coverage), so long as written notice of such by the teacher is given to the District before the end of the open enrollment period (i.e., by September 30). No later than two (2) weeks after open enrollment concludes (i.e., by October 14), a second written notice (the "Certified Amount") will be sent by the District to the Union President, or designee, and to all teachers who declared their intent to receive this District benefit but who did not opt out according to the above, stating the updated benefit amount, whether the amount is the same as the Preliminary Amount or greater. In no case will the Certified Amount be less than the Preliminary Amount, and in no case will the Certified Amount be more than stated in VII.D.6. above. The Certified Amount will not change for the current school year.

E. Flexible Benefit Plan

The Board shall establish and either self-administer or fund the administration of a flexible benefit plan (the "Flexible Benefit Plan"). The Flexible Benefit Plan shall be developed in consultation with the Union and shall provide an opportunity, pursuant to relevant Internal Revenue Service ("IRS") Guidelines and Regulations, for teachers to deduct:

- Single/Dependent Health Insurance,
- Single/Dependent Dental Insurance,
- Additional Term Life Insurance (not to exceed \$50,000),
- Disability Income Insurance,
- Other Non-Reimbursed Medical/Dental Costs,
- Child/Dependent Care Costs,

and other items as may be hereafter agreed between the Board and the Union from their overall compensation (i.e., without being designated as taxable income) and to be subsequently reimbursed therefore upon the timely filing of evidence of payment of such insurance or other costs and with the other provisions of the Flexible Benefit Plan.

Each teacher shall declare, not later than September 1 of each school year, his or her anticipated annual cost of benefits under the plan for the twelve (12) month period of September through August, provided such anticipated cost does not exceed the dollar restrictions as stated by the I.R.S. Such declaration shall be irrevocable for the twelve (12) month period of September through August except as may be necessitated by a change in number of dependents. Teachers shall be reimbursed on a monthly basis provided the teacher has filed evidence of payment.

Should the total annual evidence of payment submitted by the teacher exceed the declared annual anticipated cost, the teacher shall receive as reimbursement the declared annual anticipated cost. Should the total annual evidence of payment submitted by the teacher prove to be less than the declared annual anticipated cost, the teacher shall receive as reimbursement only the amount as specified through evidence of payment. Any remaining amount of money shall revert to the Board.

F. Degree Level Increases

Any teacher who completes coursework and/or Compensation Schedule Credit, as defined below; creating eligibility for horizontal advancement on the compensation schedule to the next salary lane shall be advanced at the beginning of the next school year.

1. Teachers may earn horizontal advancement on the compensation schedule by completing coursework hours or degrees from an accredited university or college at the level specified on the compensation schedule as defined in Subsection A above. Transcripts must be on file with the Superintendent's office thirty (30) calendar days before the start of the school year. If transcripts are unavailable, as maybe the case for course work completed during the summer, notification must be sent to the Superintendent's office no later than thirty (30) days before the start of the school year, and transcripts must be filed by September 30th.

2. Teachers may earn horizontal advancement on the compensation schedule by completing workshops and/or activities designated by Administration, offered within the District or outside of the District, outside the normal workday and/or school year. Each fifteen (15) activity hours equals one (1) hour of Compensation Schedule Credit. Any staff member who earns, or anticipates earning sufficient Compensation Schedule Credits to advance to the next salary lane, shall notify the Superintendent's office thirty (30) calendar days before the start of the school year in writing and provide proof of completion of workshops and/or activities.

G. Tuition Reimbursement

1. To be eligible for tuition reimbursement a course must be given by an accredited college or university, the teacher must receive pre-approval of the course from the Superintendent and the teacher must complete and sign a District 76 Tuition Reimbursement Agreement.

2. The Board shall reimburse teachers for books, materials, and/or tuition for pre-approved, successfully completed courses of instruction in a certified undergraduate degree program or successfully completed appropriate individual undergraduate classes, according to the schedule listed in subsection 4 below. A prerequisite shall be the application of the coursework to District needs, the teacher's instructional duties, receiving a "B" or above grade in the course and continued employment in the District for the succeeding 12 calendar months or for the duration of one (1) complete school year, whichever occurs first. Any teacher leaving the District by resignation will reimburse the District for 100% of the funds paid as reimbursement, for books, materials and/or tuition. At the Board's discretion, repayment may be suspended for a period of one school year. In the event of a voluntary leave of absence prior to completion of the required continued employment period, the timelines will be suspended for the duration of the leave of absence and shall begin or resume upon return to active employment.

3. The Board shall reimburse teachers for books, materials, and/or tuition for pre-approved, successfully completed courses of instruction in a certified graduate degree program or successfully completed appropriate individual graduate classes, according to the schedule listed in subsection 4 below. A prerequisite shall be the application of the coursework to District needs, the teacher's instructional duties, receiving a "B" or above grade in the course and continued employment in the District for the succeeding 24 calendar months or for the duration of two (2) complete school years, whichever occurs first. Any teacher leaving the District by resignation will reimburse the District for 100% of the funds paid as reimbursement, for books, materials and/or tuition. At the Board's discretion, repayment may be suspended for a period of one school year. In the event of a voluntary leave of absence prior to completion of the required continued employment period, the timelines will be suspended for the duration of the leave of absence and shall begin or resume upon return to active employment.

4. Book and materials costs shall be reimbursed upon submission of paid receipts. Tuition shall be reimbursed according to the following schedule:

<u>Academic Hours</u>	<u>Undergraduate Reimbursement (per course)</u>	<u>Graduate Reimbursement</u>
1	\$200	\$300
2	\$400	\$600
3	\$600	\$900

5. A committee of the Superintendent, a Board member, and the Union President shall review any application not approved by the Superintendent. The committee's recommendation shall be presented to the Board for action.

6. Teachers will be limited to reimbursement as stated in paragraph 4 above to a maximum of twelve (12) credits annually.

H. Extra Duty Assignments

Extra duty assignments shall be compensated as per Attachment #5 of this Agreement.

I. Retirement Incentive

1. A teacher with at least fifteen (15) years of full-time service, exclusive of any leaves, shall provide written notification of retirement to the Superintendent no earlier than August 1 and no later than February 1 of his/her fourth, third, second or first school year prior to the effective date of retirement, except that for the 2016-2017 school year only, the notification window will be August 1, 2016 through May 1, 2017; this expanded 2016-2017 window is intended not only for individuals contemplating putting in their 4-year, 3-year, 2-year or 1-year retirement notice during the 2016-2017 school year, but also for individuals who contemplated and may have put in their 4-year, 3-year, 2-year or 1-year notice during the 2015-2016 school year had a collective bargaining agreement been in place in the 2015-2016 school year. The benefits of this section will only be available to teachers who retire without any Early Retirement Option (ERO) penalty to the Board. Upon the Board's acceptance of the retirement, the teacher will be eligible for benefits as listed in subsections 1 and 2 below.

a. Retirement Payments

A teacher who submits his/her irrevocable retirement letter during the term of this agreement according to the notification requirements above, shall be removed from the salary schedule and shall receive a salary increase in each of his/her four final years of employment from date of retirement notification of six percent (6%) above their prior year's creditable earnings. In consideration of such salary increases, the teacher shall continue to perform such extra duties, and any additional extra duties performed by the teacher after submission of the retirement notice, as were included in calculating the teacher's retirement payments unless the Superintendent approves the teacher's discontinuation of the extra-duty for good cause shown and the teacher's salary will be reduced accordingly.

b. Sick Leave Buyback

Buyback of accrued sick leave at the following rate will be paid within sixty (60) days after the date of retirement:

- Fifty dollars (\$50) per day for the first twenty-five (25) days, and
- Twenty-five dollars (\$25) per day for the next twenty-five (25) days.

2. Commencing August 1, 2017, to qualify for retirement benefits under and in accordance with this VII.I./Retirement Incentive benefit, the teacher must submit an irrevocable letter of retirement with an effective date that is at the end of the first school year in which the teacher becomes BOTH eligible to retire under paragraph VII.I./Retirement Incentive of this contract (*i.e.*, at least 15 years of service to the District, exclusive of any leaves) AND eligible to retire under the provisions of the Teachers Retirement System (TRS) without an early retirement option penalty or without an early age discounted annuity (*e.g.*, for Tier 1 TRS members, at least 35 years of TRS creditable service and at least age 55, and at least 15 years of District 76 service; at least 10 years of TRS creditable service and at least age 60, and at least 15 years of District 76 service; at least 5 years of TRS creditable service and at least age 62, and at least 15 years of District 76 service). Such notice of retirement shall be submitted no earlier than August 1 nor later than February 1 of the fourth, third, second, or first year prior to the date of retirement. All other retirees who would otherwise qualify to receive the benefits of and retire under VII.I./Retirement Benefits but who choose to forego this benefit by working beyond when they would have to retire to receive this benefit will not receive this benefit. This subparagraph shall not take effect until August 1, 2017, and therefore any teacher who submits notice of intent to retire prior to this date (*i.e.*, before May 1, 2017, per the expanded contractual window), and in accordance with the contractual requirements herein, will not be subject to this subparagraph 2, and is considered grandfathered.

J. Placement of Newly Hired Teachers

Teachers newly hired to the District shall not be placed beyond the appropriate cell on the salary schedule. That is, no teacher shall be granted additional degrees or credits than actually earned as shown on official transcripts; and no teacher shall be granted additional steps on the salary schedule than is commensurate with their actual years of teaching / relevant work experience. As over the years teachers in the District have not received step increases each year of each contract. In addition, in the 2015-2016 school year the parties agreed to create new salary schedules that resulted in replacing individuals on the new 2015-2016 salary schedule in the correct respective lane but in some instances at a different step that is not one step higher from the 2014-2015 school year or reflective of actual years of teaching experience (See the "2015-2016 Hand Placement of Teachers" Side Letter as referenced in Article VII.A above). Henceforth, it is understood that the step numbers are nominal and do not necessarily reflect years of service.

K. Compensatory Time and Pay

Teachers shall substitute in other classrooms only as a last resort, after the building administrator has pursued all known options. Effective with the start of the 2004-2005 school term, compensation will be paid to teachers for the loss of planning time or lunch at the hourly rate stated in the Extra Duty stipend schedule. Compensatory time will no longer be routinely granted.

Compensatory time accrued through the end of the 2003-2004 school year by a teacher shall remain available for future use by that teacher, regardless of the above and regardless of any change in assignment for that teacher, and teachers will not lose accumulated compensatory time as a result of transferring between buildings in the District. Alternatively, at the option and written request of the teacher with this accrued time, payment may be made at the then current rate.

Use of more than three (3) consecutive days of personal leave and/or compensatory time shall be submitted for administrative approval at least twenty one (21) calendar days prior to the commencement of the leave. The Administration shall approve reasonable requests.

The parties shall monitor and discuss internal substitution through the Professional Advisory Committee. The Committee shall meet as needed and make advisory recommendations to the Board and Union where appropriate. Final decisions regarding internal substitution shall rest with the Board.

L. Materials and Supplies

Each teacher who sponsors an approved program shall submit a budget for expenses for consideration by the District. Upon approval of a budget, the District shall provide materials and supplies to conduct each program up to the limits of the approved budget.

ARTICLE VIII

GRIEVANCE PROCEDURE

A. Definition/Objectives

1. Definition

A grievance is defined to be a complaint by a teacher, based on an event or condition which is claimed or considered to be a violation, misinterpretation, or misapplication of the Agreement.

2. Objectives

- a. Avoidance of grievances and misunderstandings.
- b. Oral handling within the framework of the Agreement.
- c. Expedient investigation and quick disposition.

3. As used in this article, days are defined as teacher employment days, except during the summer recess when it will mean days on which the District Business Office is open.

B. General Provisions

1. Each teacher, the Union, or a group of teachers with the same grievance shall have the right to process grievances in accordance with the grievance procedure.

2. A teacher shall not be subjected to discipline or reprisal because of his/her participation in the grievance procedure.

3. Nothing contained herein shall be construed as limiting the right of any teacher to pursue a grievance without intervention of the Union, provided the resolution is not inconsistent with the terms of this Agreement, and that the Union has been given an opportunity to be present at such adjustment if the teacher so desires.

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

5. A grievance may be withdrawn by the aggrieved party at any level without establishing precedent.

6. The failure of the aggrieved to act within the time limits set forth shall preclude further appeal of the grievance.

7. The failure of the Administration to act within the time limits set forth shall allow the aggrieved to proceed to the next step of the procedure.

8. Time limits set forth in this procedure may be extended by mutual written agreement.

C. Informal Procedure

A grievance shall first be discussed with the immediate supervisor through free and informal communication with the objective of resolving the matter informally:

- (1) By a teacher, or a group of teachers with the same grievance, in person on the teacher's/teachers' own behalf, or;
- (2) By a teacher, or a group of teachers with the same grievance, accompanied by a Union representative, or;
- (3) Through a Union representative if the teacher/s so requests; or
- (4) By a Union representative(s) in the name of the Union.

D. Formal Procedure

Step 1. Presentation

The written grievance shall be presented by the grievant, the Union, or both, to the principal or designee within thirty (30) days of the alleged violation. The grievance shall be presented on a standard grievance form (see Attachment #6). A meeting between the parties shall be scheduled no later than five (5) days after receipt of the grievance, and will take place within a reasonable period of time not to exceed twenty (20) days of receipt of the grievance. The parties shall cooperate in the exchange of information concerning the grievance. The principal's or designee's written decision shall be rendered within ten (10) days after the meeting between the parties.

Step 2. Appeal

Any grievance which is not disposed of in Step 1 may be appealed by the grievant. The grievant or Union shall present the written grievance form to the Superintendent or designee within fifteen (15) days of the decision rendered in Step 1. The Superintendent shall, within fourteen (14) days, confer with the grievant and/or his/her representative to try to resolve the grievance. Within fourteen (14) days, after the completion of the conference, the Superintendent shall give his/her written decision to the grievant and to the Union.

Step 3. Unresolved Grievances

If the grievance is not satisfactorily resolved in Step 2, the Union shall notify the Board of its intent to go to arbitration within thirty (30) days of the decision rendered in Step 2. If arbitration is necessary, the services of the American Arbitration Association shall be employed, and the arbitrator's decision shall be final and binding upon both parties. The cost of arbitration shall be shared equally by both parties. If either party wants a transcript of the arbitration hearing, each party shall pay one-half (1/2) of the cost of the court reporter, as well as one-half (1/2) of the cost of one transcript for the Board, one for the Union and one for the arbitrator.

ARTICLE IX

DURATION OF THIS AGREEMENT, SUCCEEDING NEGOTIATIONS AND RELATED TECHNICAL CLAUSES

A. Duration of Agreement

This Agreement shall be in effect as of August 16th, 2015 and shall continue in full force and effect until and including the day before the start of the 2018-2019 school year, except that the parties acknowledge that new operational requirements contained in this agreement which were unknown to the parties prior to ratification shall not be retroactive (e.g., including, but not limited to, such items as vacancy posting notices, involuntary transfer notice, job share application date, advance notice for release time for union officers, new teacher evaluation timelines, new committees, etc.). All economic items of the Agreement shall be retroactive unless specified otherwise in the express language of the Agreement. Any employee who is no longer employed by the District on or before August 22, 2016, shall not be entitled to the benefits of this agreement.

B. Date to Start Negotiations

Not later than April 1 of the year of the expiration of this Agreement, the Board and the Union agree to start negotiations in accordance with the procedure set forth herein to secure a Successor Agreement where there has been notification of interest to renegotiate.

C. Procedure During Negotiations

During negotiations the Board and the Union shall exchange relevant data, points of view, and proposals and counter-proposals. The Board shall make available to the Union for inspection all public financial records of the Board relating to negotiable items. Either party may utilize the services of outside consultants and/or lay representatives to assist in negotiations.

These consultants may participate at the bargaining table.

D. Time of Negotiations

The time for negotiations shall be established by mutual agreement between the parties.

E. Separability - Saving Clause

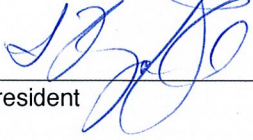
In the event any provision of this Agreement is or shall at any time be contrary to law, or unauthorized by law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law, and all other provisions of this Agreement shall continue in effect

F. No Strike Clause

The Union agrees not to strike during the life of this Agreement.

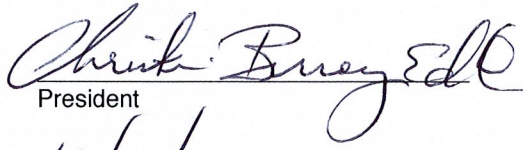
IN WITNESS HEREOF:

FOR THE BOARD:



President
12-13-16
Date

FOR THE UNION:



President
12/13/16
Date

ATTACHMENT #1
2015-2016 Salary Schedule*

Step	BS	BS+15	BS+24	MS	MS+15	MS+30	MS+45
1	38750	39816	40911	42036	43192	44379	45600
2	39719	40811	41933	43086	44271	45489	46740
3	40712	41831	42982	44164	45378	46626	47908
4	41730	42877	44056	45268	46513	47792	49106
5	42773	43949	45158	46399	47675	48986	50334
6	43842	45048	46287	47559	48867	50211	51592
7	44938	46174	47444	48748	50089	51466	52882
8	46062	47328	48630	49967	51341	52753	54204
9	47213	48511	49846	51216	52625	54072	55559
10	48393	49724	51092	52497	53940	55424	56948
11	49603	50967	52369	53809	55289	56809	58372
12		52242	53678	55154	56671	58230	59831
13		53548	55020	56533	58088	59685	61327
14		54886	56396	57947	59540	61177	62860
15			57806	59395	61029	62707	64431
16			59251	60880	62554	64275	66042
17			60732	62402	64118	65881	67693
18				63962	65721	67528	69385
19				65561	67364	69217	71120
20				67200	69048	70947	72898
21				68880	70774	72721	74721
22				70602	72544	74539	76589

* Steps shall not necessarily reflect years of experience. Steps in gray are newly added steps.

ATTACHMENT #2
2016-2017 Salary Schedule*

Step	BS	BS+15	BS+24	MS	MS+15	MS+30	MS+45
1	39676	40767	41888	43040	44224	45440	46690
2	40668	41786	42936	44116	45329	46576	47857
3	41685	42831	44009	45219	46463	47740	49053
4	42727	43902	45109	46350	47624	48934	50280
5	43795	44999	46237	47508	48815	50157	51537
6	44890	46124	47393	48696	50035	51411	52825
7	46012	47277	48578	49913	51286	52696	54146
8	47162	48459	49792	51161	52568	54014	55499
9	48342	49671	51037	52440	53882	55364	56887
10	49550	50913	52313	53751	55230	56748	58309
11	50789	52185	53621	55095	56610	58167	59767
12		53490	54961	56473	58026	59621	61261
13		54827	56335	57884	59476	61112	62792
14		56198	57744	59331	60963	62640	64362
15			59187	60815	62487	64206	65971
16			60667	62335	64049	65811	67620
17			62183	63893	65651	67456	69311
18				65491	67292	69142	71044
19				67128	68974	70871	72820
20				68806	70698	72643	74640
21				70526	72466	74459	76506
22				72290	74278	76320	78419

* Steps shall not necessarily reflect years of experience

ATTACHMENT #3
2017-2018 Salary Schedule*

Step	BS	BS+15	BS+24	MS	MS+15	MS+30	MS+45
1	40033	41134	42265	43428	44622	45849	47110
2	41034	42162	43322	44513	45737	46995	48288
3	42060	43217	44405	45626	46881	48170	49495
4	43111	44297	45515	46767	48053	49374	50732
5	44189	45404	46653	47936	49254	50609	52000
6	45294	46539	47819	49134	50486	51874	53300
7	46426	47703	49015	50363	51748	53171	54633
8	47587	48896	50240	51622	53041	54500	55999
9	48777	50118	51496	52912	54367	55863	57399
10	49996	51371	52784	54235	55727	57259	58834
11	51246	52655	54103	55591	57120	58691	60305
12		53972	55456	56981	58548	60158	61812
13		55321	56842	58405	60011	61662	63357
14		56704	58263	59865	61512	63203	64941
15			59720	61362	63050	64783	66565
16			61213	62896	64626	66403	68229
17			62743	64469	66241	68063	69935
18				66080	67897	69765	71683
19				67732	69595	71509	73475
20				69426	71335	73296	75312
21				71161	73118	75129	77195
22				72940	74946	77007	79125

* Steps shall not necessarily reflect years of experience

Beginning with the 2017-2018 school year, the salary schedule cell amounts were increased by CPI, except that regardless of CPI, the cell amounts will be increased by no less than zero point nine percent (0.9%), which constitutes the “floor”, and by no more than four percent (4%), which constitutes the “ceiling”.

“CPI” shall be the rate used in the Property Tax Extension Limitation Law (i.e., CPI for All Urban Consumers). The applicable CPI rate for the 2017-2018 salary schedule shall be the CPI rate for 2015 (announced in January 2016) for 2016 property taxes to be collected in 2017. Such CPI rate was 0.7%, which is less than the “floor”; therefore, each cell amount was raised by the floor, or 0.9%.

ATTACHMENT #4**
2018-2019 Salary Schedule*

Step		BS	BS+15	BS+24	MS	MS+15	MS+30	MS+45
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
21								
22								

* Steps shall not necessarily reflect years of experience

***To be determined*

For the 2018-2019 school year, the salary schedule cell amounts will be increased by CPI, except that regardless of CPI, the cell amounts will be increased by no less than zero point nine percent (0.9%), which constitutes the “floor”, and by no more than four percent (4%), which constitutes the “ceiling”.

“CPI” shall be the rate used in the Property Tax Extension Limitation Law (i.e., CPI for All Urban Consumers). The applicable CPI rate for the 2018-2019 salary schedule is as yet unknown, but will be increased by the CPI rate for 2016 (announced in January 2017) for 2017 property taxes to be collected in 2018, so long as each cell is adjusted in accordance with the “floor” and “ceiling”.

ATTACHMENT #5

EXTRA DUTY COMPENSATION

The compensation and responsibilities for extra-curricular duties were determined by information given to the Teachers' Association. The extra duty compensation is based on the level of responsibilities, contact time with students, and prep work required. Staff members do not have the liberty to increase hours; however, if the responsibilities have not been fulfilled, the stipend may be pro-rated. Job descriptions, which include responsibilities and projected time commitments, are readily available. Contracted extra-duty staff will be required to sign a letter of understanding acknowledging their commitment to the position. Stipends will be paid after all obligations have been fulfilled. Timesheets for hourly positions should be submitted every payday.

When an individual is responsible for both a 7th grade team and an 8th grade team within a particular coaching season, that individual shall receive full pay plus one-half (1/2) of the other stipend.

When any additional extra-duty position is added to this schedule, the Superintendent and Union President shall determine appropriate placement.

Applications must be submitted prior to the last day of school of the previous school year for the extra duty position for the upcoming school year. Certified teachers will receive preference in the filling of extra duty positions. Certified teachers will be notified of positions awarded by August 1. After August 1, unfilled positions may be filled by any qualified individual. Decisions shall be based on job description qualifications.

Level	Location	Position	Number of Positions Available	Hourly/ Stipend	2015-2016 Pay Rate	2016-2017 Pay Rate	2017-2018 Pay Rate	2018-2019 Pay Rate
ATHLETICS/FINE ARTS								
1	West Oak	Coach-Track	3	Stipend	\$1,545	\$1,591	\$1,639	\$1,688

1	West Oak	Jazz Band Director 6th	1	Stipend	\$1,545	\$1,591	\$1,639	\$1,688
1	West Oak	Jazz Band Director 7th	1	Stipend	\$1,545	\$1,591	\$1,639	\$1,688
1	West Oak	Jazz Band Director 8th	1	Stipend	\$1,545	\$1,591	\$1,639	\$1,688
1	West Oak	High School Art Show(s)	1		TBD	TBD	TBD	TBD
1	West Oak	Band Activities – WO	2	Stipend	\$2,200	\$2,266	\$2,334	\$2,404
1	West Oak	Performance Choir	1	Stipend	\$1,545	\$1,591	\$1,639	\$1,688
1	District- wide	Athletic Director Stipend	1	Stipend	\$2,555	\$2,632	\$2,711	\$2,792
1	West Oak	Coach-Basketball 7th Grade Boys	1	Stipend	\$2,555	\$2,632	\$2,711	\$2,792
1	West Oak	Coach-Basketball 7th Grade Girls	1	Stipend	\$2,555	\$2,632	\$2,711	\$2,792
1	West Oak	Coach-Basketball 8th Grade Boys	1	Stipend	\$2,555	\$2,632	\$2,711	\$2,792
1	West Oak	Coach-Basketball 8th Grade Girls	1	Stipend	\$2,555	\$2,632	\$2,711	\$2,792
1	West Oak	Coach- Cheerleading	1	Stipend	\$2,555	\$2,632	\$2,711	\$2,792
1	West Oak	Coach-Cross Country	1	Stipend	\$2,555	\$2,632	\$2,711	\$2,792
1	West Oak	Coach-Poms 7th/8th grade	1	Stipend	\$2,555	\$2,632	\$2,711	\$2,792
1	West Oak	Coach-Scholastic Bowl - Head	1	Stipend	\$2,555	\$2,632	\$2,711	\$2,792
1	West Oak	Coach-Soccer	1	Stipend	\$2,555	\$2,632	\$2,711	\$2,792
1	West Oak	Coach-Volleyball 7th Grade Boys	1	Stipend	\$2,555	\$2,632	\$2,711	\$2,792
1	West Oak	Coach-Volleyball 7th Grade Girls	1	Stipend	\$2,555	\$2,632	\$2,711	\$2,792

1	West Oak	Coach-Volleyball 8th Grade Boys	1	Stipend	\$2,555	\$2,632	\$2,711	\$2,792
1	West Oak	Coach-Volleyball 8th Grade Girls	1	Stipend	\$2,555	\$2,632	\$2,711	\$2,792
1	West Oak	Coach-Wrestling	1	Stipend	\$2,555	\$2,632	\$2,711	\$2,792
1	West Oak	Talent Show Director - WO (STAFF)	1	Stipend	\$2,555	\$2,632	\$2,711	\$2,792
ACADEMICS								
1	District- wide	Dual Language Classroom Teacher (ADMIN)		Stipend	\$2,949	\$3,037	Under Review	Under Review
1	District- wide	Grade Level/Content Teacher Leader (ADMIN)	1 per grade level	Stipend		TBD	TBD	TBD
1	District- wide	SPED Building Level Teacher Leader (ADMIN)	1 per building			TBD	TBD	TBD
1	District- wide	PBIS Coach	___ per school			TBD	TBD	TBD
1	District- wide	New Teacher Mentor	as needed	Stipend		\$200.00	\$206.00	\$212.18
1	Fairhaven	Fairhaven After School Reading Coordinator	2	Hourly	\$32/hr	\$32.96	\$33.95	\$34.97
1	West Oak	Club Robotics (added FY15)/Lego League (STAFF)	1	Hourly	\$32/hr	\$32.96	\$33.95	\$34.97

1	District-wide	Classified Staff Meeting Presenter		Hourly	\$33/hr	\$33.99	\$35.01	\$36.06
1	Fairhaven	Fairhaven After School Reading		Hourly	\$35/hr	\$36.05	\$37.13	\$38.25
1	District-wide	Summer School Teacher		Hourly	\$35/hr	\$36.05	\$37.13	\$38.25
1	District-wide	Speech Therapy-Summer		Hourly	\$35/hr	\$36.05	\$37.13	\$38.25
1	District-wide	Summer School Directors (Prep. work)	1	Stipend	\$1,911	\$1,968.33	\$2,027.38	\$2,088.20
1	District-wide	Summer School Directors (daily rate)		Event	\$143/day	\$147.29	\$151.71	\$156.26
1	DL/WO	Spelling Bee Coordinator	1/building	Event	\$90/Event	\$92.70	\$95.48	\$98.35
1	District-wide	Consulting Teacher (remediation plan) (ADMIN)	as needed			TBD	TBD	TBD
2	West Oak	Chapter Advisor – National Junior Honor Society	1	Stipend	\$2,555	\$2,631.65	\$2,710.60	\$2,791.92
CLUBS/ATHLETICS/FINE ARTS								
2	Diamond Lake	Intramurals - DL	2 - twice/year	Stipend	\$703	\$724.09	\$745.81	\$768.19

2	West Oak	Intramurals – WO - (including, but not limited to: Girls Basketball, Co-Ed Flag Football, Co-Ed Soccer, Co-Ed Softball/Kickball, Co-Ed Volleyball, Co-Ed Wrestling)	1	Hourly	\$32/hr	\$32.96	\$33.95	\$34.97
2	Diamond Lake	Club – Student Council - DL	2	Hourly	\$32/hr	\$32.96	\$33.95	\$34.97
2	West Oak	Talent Show Assistant Director - WO (STAFF)	1	Stipend	\$703	\$724.09	\$745.81	\$768.19
2	WO/DL	Yearbook WO-1 DL-1	2	Stipend	\$1,545	\$1,591.35	\$1,639.09	\$1,688.26
2	Diamond Lake	Wee Deliver	1	Stipend	\$1,545	\$1,591.35	\$1,639.09	\$1,688.26
2	West Oak	Coach-Scholastic Bowl Assistant	1	Stipend	\$1,545	\$1,591.35	\$1,639.09	\$1,688.26
2	West Oak	Cross County Assistant Coach	1	Stipend	\$703	\$724.09	\$745.81	\$768.19
2	Fairhaven	Library-Family Night – FH	1	Hourly	\$32/hr	\$32.96	\$33.95	\$34.97
2	Diamond Lake	Library/Computer Night – DL	2	Hourly	\$32/hr	\$32.96	\$33.95	\$34.97
2	West Oak	Book Club	1	Hourly	\$32/hr	\$32.96	\$33.95	\$34.97

2	West Oak	Environmental Club	1	Hourly	\$32/hr	\$32.96	\$33.95	\$34.97
2	Diamond Lake	Gardening Club-DL	1	Hourly	\$32/hr	\$32.96	\$33.95	\$34.97
2	West Oak	Club Sewing	1	Hourly	\$32/hr	\$32.96	\$33.95	\$34.97
2	West Oak	Faculty Council-National Junior Honor Society	5	Hourly	\$32/hr	\$32.96	\$33.95	\$34.97
2	Diamond Lake	Choir – DL (outside school day)	1	Hourly	\$32/hr	\$32.96	\$33.95	\$34.97
2	Diamond Lake	<i>Spring Play Director (outside school day)</i>	1	Hourly	\$32/hr	\$32.96	\$33.95	\$34.97
2	West Oak	Choir – WO	1	Hourly	\$32/hr	\$32.96	\$33.95	\$34.97
2	West Oak	Jazz Band Performance Director – WO	2	Hourly	\$32/hr	\$32.96	\$33.95	\$34.97
ACADEMICS								
2	West Oak	Homework Happenings - 5th grade	WO – 1	Hourly	\$32/hr	\$32.96	\$33.95	\$34.97
2	West Oak	Special Education After School Tutorial	1 per grade level	Hourly	\$32/hr	\$32.96	\$33.95	\$34.97

2	West Oak	After School Tutorial	1 per grade level – 6/7/8	Hourly	\$32/hr	\$32.96	\$33.95	\$34.97
2	West Oak	Math Support – WO	1	Hourly	\$32/hr	\$32.96	\$33.95	\$34.97
2	West Oak	We Club	1	Hourly	\$32/hr	\$32.96	\$33.95	\$34.97
2	Diamond Lake	Homework Club – DL	2 – DL	Hourly	\$32/hr	\$32.96	\$33.95	\$34.97
2	West Oak	Future Quest @ vocational center	1	Hourly	\$32/hr	\$32.96	\$33.95	\$34.97
2	West Oak	High School Placement Test Study Session		Hourly	\$33/hr	\$33.99	\$35.01	\$36.06
2	District-wide	Home/Hospital Bound Tutor		Hourly	\$35/hr	\$36.05	\$37.13	\$38.25
TEACHER PROFESSIONAL ACTIVITIES								
2	District-wide	Internal Subbing		Hourly	\$32/hr	\$32.96	\$33.95	\$34.97
2	District-wide	New Teacher Mentor Meeting		Hourly	\$32/hr	\$32.96	\$33.95	\$34.97
2	District-wide	Teacher Mentor (ADMIN)				TBD	TBD	TBD
2	West Oak	Orientation Night – 5th Grade (ADMIN)		Hourly	\$32/hr	\$32.96	\$33.95	\$34.97
2	District-wide	Summer Curriculum Work		Hourly	\$32/hr	\$32.96	\$33.95	\$34.97
2	District-wide	CST/SST Meeting		Hourly	\$32/hr	\$32.96	\$33.95	\$34.97
2	District-wide	Curriculum Meeting		Hourly	\$32/hr	\$32.96	\$33.95	\$34.97

2	District-wide	Dual Language/ESL Bilingual Meeting		Hourly	\$32/hr	\$32.96	\$33.95	\$34.97
2	District-wide	ECH Meeting		Hourly	\$32/hr	\$32.96	\$33.95	\$34.97
2	District-wide	IEP Meeting		Hourly	\$32/hr	\$32.96	\$33.95	\$34.97
2	District-wide	At-Risk Meeting		Hourly	\$32/hr	\$32.96	\$33.95	\$34.97
2	District-wide	Curriculum Night (traveling teachers doing 2 nights)		Hourly	\$32/hr	\$32.96	\$33.95	\$34.97
2	District-wide	Supervision-CFY (speech) (ADMIN)		Hourly	\$32/hr	\$32.96	\$33.95	\$34.97
2	District-wide	Student Assessment/Testing (during plan period or outside the work day)		Hourly	\$32/hr	\$32.96	\$33.95	\$34.97
2	District-wide	CPR Class Attendance		Hourly	\$32/hr	\$32.96	\$33.95	\$34.97
3	District-wide	CPR Class Trainer		Hourly	\$33/hr	\$33.99	\$35.01	\$36.06
2	District-wide	CPI Training		Hourly	\$32/hr	\$32.96	\$33.95	\$34.97
SUPERVISION								
3	West Oak	AM Supervision - WO	4	Stipend	\$703	\$724.09	\$745.81	\$768.19
3	West Oak	Bus Duty AM/PM - WO	2	Stipend	\$703	\$724.09	\$745.81	\$768.19
3	West Oak	AM Lunch Orders - WO	2	Stipend	\$703	\$724.09	\$745.81	\$768.19

3	Diamond Lake	Breakfast Supervision – DL	1	Stipend	\$2,885	\$2,971.55	\$3,060.70	\$3,152.52
3	West Oak	Lunch Supervision/ Recess	WO - 4	Stipend	\$2,885	\$2,971.55	\$3,060.70	\$3,152.52
3	Diamond Lake	Lunch Supervision/ Recess	DL – 3	Stipend	\$2,885	\$2,971.55	\$3,060.70	\$3,152.52
3	DL/WO	Big Brother/Big Sister	1	Hourly	\$17/hr	\$17.51	\$18.04	\$18.58
3	West Oak	After School Study Hall	1	Hourly	\$32/hr	\$32.96	\$33.95	\$34.97
3	District-wide	Supervision-Building		Hourly	\$32/hr	\$32.96	\$33.95	\$34.97
3	West Oak	Supervision Chaperoning High School/Community Dance		Hourly	\$32/hr	\$32.96	\$33.95	\$34.97
3	West Oak	MHS Registration (teachers will put in for missed plan)		Hourly	\$32/hr	\$32.96	\$33.95	\$34.97
3	West Oak	Placement Test Proctor-(teachers will put in for missed plan)		Hourly	\$32/hr	\$32.96	\$33.95	\$34.97
3	West Oak	Supervisor - Soccer	1	Event	\$55/event	\$56.65	\$58.35	\$60.10
3	West Oak	Supervisor – Wrestling	1	Event	\$55/event	\$56.65	\$58.35	\$60.10
3	West Oak	Supervisor - Basketball	1	Event	\$84/event	\$86.52	\$89.12	\$91.79
3	West Oak	Supervisor - Volleyball	1		\$84/event	\$86.52	\$89.12	\$91.79

3	West Oak	Bookkeeping/ Game Clock Basketball	1 each	Event	\$27/game	\$27.81	\$28.64	\$29.50
3	West Oak	Bookkeeping - Cross Country (STAFF)	1	Event	\$27/home meet, \$54/away meet, \$72/sectionals	\$27.81 \$55.62 \$74.16	\$28.64 \$57.29 \$76.39	\$29.50 \$59.01 \$78.68
3	West Oak	Bookkeeping/ Game Clock Volleyball	1 each	Event	\$27/match	\$27.81	\$28.64	\$29.50
3	West Oak	Timer - Scholastic Bowl	2	Event	\$27/match	\$27.81	\$28.64	\$29.50
3	West Oak	Scorekeeper - Scholastic Bowl	2	Event	\$27/match	\$27.81	\$28.64	\$29.50
3	West Oak	Moderator - Scholastic Bowl	2	Event	\$27/match	\$27.81	\$28.64	\$29.50
3	West Oak	Game Clock Wrestling	1	Event	\$27/meet	\$27.81	\$28.64	\$29.50
3	West Oak	Video Taping School Board Meetings	1	Hourly	\$32/hr	\$32.96	\$33.95	\$34.97

ATTACHMENT #6

GRIEVANCE FORM

Person(s) Grieving: _____

Date of Step 1 Presentation: _____

Union Representative: _____

Statement of Grievance:

(Article/Section Violated) _____

Remedy Sought: _____

Step 1. Conference With:
Name(s) _____

Step 1. Conference Date: _____

Step 1. Conference Witness:
(if any) _____

Step 1. Decision Date: _____

Step 2. Filing Date: _____

Grievant Identification

(Aggrieved Teacher or Union Representative)

ATTACHMENT #7

SICK LEAVE

Pursuant to Article VI Section A.2, teachers hired for the 2014-2015 school year or earlier and who will have completed any one of their first through fourteenth (1st – 14th) years of service to the District as a teacher by the end of the 2014-2015 school year shall receive sick days on the first day of the 2015-2016 school year according to the below chart

YEAR OF BEING HIRED FOR FIRST YEAR OF SERVICE IN THE DISTRICT	NUMBER OF SICK LEAVE DAYS
2014-2015	15
2013-2014	16
2012-2013	17
2011-2012	18
2010-2011	19
2009-2010	20
2008-2009	21
2007-2006	22
2006-2007	23
2005-2006	24
2004-2005	25
2003-2004	26
2002-2003	27
2001-2002	28