

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

2012-2013
2013-2014
2014-2015

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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 as the "Board" 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, or teacher shall be in writing and called to the attention of the teacher by the Administrator. 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 superior with the intention of resolving any differences before any action is taken. 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 in which charges that might result in the teacher's dismissal or the teacher's placement on remediation are to be made.
2. Such notice shall apprise the teacher of such charges. The teacher may invite a Union representative from the District 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 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, except when unanticipated vacancies occur during the school year. 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. When unexpected vacancies occur during the school year, the five (5) day posting may be waived by mutual agreement of the Building Administration and the Union President.
2. Appointments to aforesaid vacancies and openings shall be based on certifications, qualifications, merit, ability (including performance evaluations when available), and relevant experience in accordance with the *School Code*. If all other factors are equal, 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 appointment to aforesaid vacancies over non-District employees.
3. If no one applies for a posted vacancy, assignment to that position shall be made after consultation with prospective candidates.
4. Copies of posted vacancies shall be submitted to the current Union President.

5. Before the decision is made to involuntarily transfer a teacher, an administrator involved in the decision to make the transfer 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.

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.

ARTICLE III

UNION RIGHTS

A. Dissemination of Information to Union

The Board shall provide for the files of the Union documents that are available to the general public. Such documents shall be Board agendas, reproductions of official Board minutes, copies of the various school handbooks, 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.

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, or designee, of at least five (5) working days, a leave of absence without deduction in pay shall be granted to the Union President/designee for up to two (2) days per school year to attend the Union convention or other Union workshops or activities. The Union President, or designee, shall be granted release time to attend any grievance or arbitration hearing conducted during the normal teacher workday.

The Union President shall be granted one (1) class period per week release time to address concerns of the Administration and Union membership. 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 to meet with the 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 and the Superintendent 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. Evaluation, Consulting Teachers, and Remediation

1. Evaluations of certified teaching staff shall be done by administrators who have completed the inservice workshop on evaluation of certified teachers. Such a qualified administrator is hereinafter referred to as "evaluator," "building principal" or "Superintendent".
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. The evaluator's major concerns shall be in, but not limited to, the following areas: the teacher's attendance, instructional planning, instructional methods, classroom management, competency in the subject matter(s) taught and/or services provided, district functions and activities, professional attributes and the establishment of teacher goals.
4. Non-tenured teachers shall be formally observed a minimum of two (2) times during the school year. At least one (1) such formal observation must be completed prior to December 15 and at least one (1) additional formal observation must be completed prior to May 15. Teachers in contractual continued service (tenured) and part-time teachers with more than four (4) years continued service in the District shall be formally evaluated at least one (1) time in the course of every two (2) school years, and such evaluation must be completed by May 15 of the year in which the evaluation takes place. A teacher may request more observations within the school year and the evaluator may make more observations at his/her discretion. It is understood that the evaluation process is an ongoing process throughout the year.
5. The summative evaluation shall consist of three (3) observations, a minimum of ten (10) minutes each. One (1) of the three (3) observations shall be a formal observation. The teacher shall receive written feedback on all three (3) observations. The teacher shall receive notification of a visit at least one (1) week prior to the formal observation.
6. No observation shall take place on the day immediately following or preceding a recognized school holiday or on the days of or immediately following parent-teacher conferences. The teacher reserves the right to request the observation of an entire lesson.
7. The teacher shall receive a summative evaluation at the conclusion of his/her formal evaluation year. This summative evaluation instrument shall be given out no later than May 15. This summative evaluation shall be reviewed at a conference held with the evaluator and the teacher.
8. If the teacher feels his/her formal written evaluation is incomplete, inaccurate or unjust, the teacher may put his/her objections in writing. Both the teacher and evaluator shall date and sign all copies of the written objection. The signature of the evaluator shall not necessarily indicate agreement with the written objection, but rather shall indicate that the evaluator is in receipt of a copy of the written objection. A copy of the written objection shall be attached to the written evaluation.

9. A copy of all formal written evaluations and any attached written objections shall be placed in the teacher's official personnel file.
10. Teachers shall receive an overall rating of EXCELLENT, PROFICIENT, NEEDS IMPROVEMENT or UNSATISFACTORY. This rating shall reflect performance in all areas listed in Section 3. It is understood that the identification "PROFICIENT" is the accepted level of performance expected in the District. Under no circumstances should "PROFICIENT" be considered an unacceptable evaluation.
11. Any tenured teacher who receives a composite rating of unsatisfactory, and the reasons for such rating are deemed remediable, shall be placed upon "remediation status." Within thirty (30) days of being placed upon remediation status, a remediation plan shall be developed for implementation to correct the remediable deficiencies cited. Participants in the plan shall include the teacher, a qualified evaluator, the building principal (if other than the evaluator), and a consulting teacher. The remediation plan may include participation of other personnel to assist in correction areas identified as unsatisfactory. The written remediation plan shall contain the following components:
 - a. Description of the condition(s) in need of change.
 - b. Clear definition of an acceptable level of performance.
 - c. Plan of identified expectations to be achieved.
 - d. Indication of assistance to be provided.
 - e. System of monitoring progress.
 - f. Indicators for success.
 - g. Resources needed.
 - h. Timeline for completion.

The written remediation plan shall be dated and signed by all the participants, with one (1) copy placed in the teacher's official personnel file and one (1) copy sent to the Union.

12. A teacher shall be eligible to work as a "consulting teacher" provided the teacher meets the following criteria:
 - a. Is a teacher as defined by the Agreement.
 - b. Has at least five (5) years of teaching experience.
 - c. Has reasonable familiarity with the assignment of the teacher to whom he/she may serve as consultant.
 - d. Has received an "EXCELLENT" on his/her most recent evaluation.
13. The Board shall furnish the Union with a roster of all teachers qualified as consulting teachers and shall update such roster to include the discipline and/or qualified teaching area of each teacher. When a consulting teacher is needed and written notice of such is delivered to the Union President, the Union President 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). The Administration shall select the consulting teacher from this list. Should the Union fail to submit a roster within ten (10) school days of receipt of request for such roster, then the Administration may select the consulting teacher, provided however that the selected consulting teacher is not a newly eligible teacher who was unknown to the Union. Any teacher may decline to serve as a consulting teacher. To the extent possible, consulting teachers shall be selected on a rotating basis. 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. Where no consulting teacher is available in the District, the District shall request the State Board of Education to supply a consulting teacher pursuant to its rules.

14. Compensation for a consulting teacher shall be agreed to by the President of the Union and the Superintendent, subject to Board approval.
15. Any teacher on remediation status shall be formally evaluated and rated a minimum of once at the mid-point forty-five (45) school days and at end of the ninety (90) school day remediation period immediately following receipt of a remediation plan provided for under the School Code. Failure to strictly comply with the timelines for the required evaluations because of events such as summer recess, illness, or certain leaves granted teachers under a remediation plan shall not invalidate the results of the remediation plan. While the consulting teacher shall participate in the drafting and implementation of the remediation plan and shall provide advice and counsel to the teacher rated unsatisfactory on how to improve teaching skills and to successfully complete the remediation plan, the sole responsibility for the formal evaluations shall rest with the evaluator. However, the consulting teacher shall be informed, of the results of the mid-point evaluation in order to continue to provide assistance to the teacher under remediation. If the teacher on remediation status is subsequently evaluated with an overall rating of proficient or better, the teacher shall be reinstated to a schedule of biennial evaluation (evaluation shall be defined as in Article IV, Sec. A, No. 4). If the teacher is evaluated as needs improvement, the teacher must be evaluated at least once in the next school year. If the teacher on remediation status is still evaluated with an overall rating of unsatisfactory at the end of the ninety (90) school day remediation plan, the Board shall automatically institute dismissal procedures against the teacher in accordance with the School Code.
16. It is understood that the Board liability insurance is extended to "in district" consulting teachers while providing consulting work to district teachers.
17. Evaluation procedures, techniques, and instruments shall be applied uniformly across the District.
18. Substitute teachers shall not be required or requested to evaluate the absent teacher's class organization or instructional work as part of the evaluation process. This does not prohibit the Administration from requesting information relative to the existence of the daily lesson plan.
19. The Administrative team reserves the right to request a video or audiotape be taken in a teacher's classroom. The purpose of this taping shall be used for the purpose of self-evaluation only. The teacher reserves the right to request that an administrator views/listens to the tape. This taping cannot take place without the knowledge of the teacher.
20. The Board, in consultation with the Union, reserves the right to alter official evaluation forms. Teachers shall be notified when such changes occur. Should the need for change arise, the Administration and a committee of teachers designated by the Union shall develop proposed alterations and changes for submission to the Board. The Board shall be the final authority for such changes. Where the teacher members of the committee are not satisfied with the results of the committee's work, the Union shall have the right to initiate a meeting directly with the Board.

B. 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.

3. No document shall be included in the personnel files unless signed and dated by the originator. A copy of all non-teacher initiated material added to a teacher's personnel file shall be mailed to the teacher through the intra-district mail system as the material is placed in the file.
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 two (2) working 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

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.)

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.

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 two times during the school year to assess the effectiveness and implementation of the Board's current written discipline policy.

G. Workday

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.

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.

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 shall, without deduction in pay, be granted thirteen (13) days sick leave per school year for the teacher's first (1st) through fourteenth (14th) year of service. 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.

Each full-time certified teacher shall, without deduction in pay, be granted twenty-eight (28) days sick leave for the teacher's fifteenth (15th) year of service. 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.

Each full-time certified teacher shall, without deduction in pay, be granted fourteen (14) days sick leave per school year for the teacher's sixteenth (16th) through twenty-fifth (25th) year of service. 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.

Thereafter, each full-time certified teacher shall, without deduction in pay, be granted thirteen (13) days sick leave per school year. 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.

YEAR OF SERVICE IN THE DISTRICT	NUMBER OF SICK LEAVE DAYS GRANTED
1 ST through 14 TH	Thirteen (13)
15 th	Twenty-Eight (28)
16 th through 25 th	Fourteen (14)
Each Year Thereafter	Thirteen (13)

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). 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 two (2) 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 their 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. If annual personal leave has been exhausted, sick leave may be utilized to attend the funeral of a person outside the immediate family or those listed above not to exceed one (1) day per funeral.

6. Report of Accumulated Leave

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

B. Maternity Leave

1. A teacher who becomes pregnant shall notify the Superintendent, in writing, upon learning of her pregnancy or not later than one hundred (100) days of the expected date of delivery whichever shall last occur, if a leave of absence is desired. 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 maternity leave without pay shall be granted for a period of up to six (6) weeks after the birth 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 3 below, the leave shall automatically fall under the terms of Paragraph b below.

- b) Long-term maternity 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 long-term maternity leave only at the beginning of the school year.
 - c) A teacher may also elect to use her sick leave days for pregnancy absences during her term of disability, upon written notification of need by the attending physician.
2. During the course of any non-paid maternity leave should the teacher 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.
 3. Any agreed upon maternity leave may be altered by mutual consent of the teacher and the Board or its designee.
 4. Upon return from a maternity leave, a teacher shall be assigned to a similar position held prior to the leave, if available. 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.
 5. All benefits to which a teacher was entitled at the time leave of absence commenced including unused sick leave (less any sick leave days used as part of this leave), shall be restored upon return.
 6. During any short-term maternity 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 maternity 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.
 7. Seniority in the District shall continue to accrue during any short-term maternity leave. During long-term maternity 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.
 8. 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;
 - adoptive leave;
 - paternal leave;
 - 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 2012-2015 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 2012-2013 teachers shall be compensated pursuant to Attachment #1 of this Agreement. 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 2013-2014 teachers shall be compensated pursuant to Attachment #2 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.
3. During school year 2014-2015 teacher 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. 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 #5 and #6 listed below. This does not preclude a teacher's horizontal advancement.
5. 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 of two percent (2.0%) for 2012-2013, an increase of two percent (2.0%) for 2013-2014 and an increase of four percent (4.0%) for 2014-2015. 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 2011-2012 will have a salary of \$76,500 in 2012-2013 (2.0% increase), a salary of \$78,030 in 2013-2014 (2.0% increase) and a salary of \$81,151 in 2014-2015 (4.0% increase).

6. 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 5 above, shall receive an increase of two percent (2.0%) for 2012-2013, an increase of two percent (2.0%) for 2013-2014 and an increase of four percent (4.0 %) for 2014-2015. 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 2011-2012 will have a salary of \$76,500 in 2012-2013 (2.0% increase), a salary of \$78,030 in 2013-2014 (2.0% increase) and a salary of \$81,151 in 2014-2015 (4.0% increase).
7. 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 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, three (3) business days 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 premium in 2012-2013, which is seven thousand two hundred thirty dollars and forty-eight cents (\$7,230.48); eight thousand and twenty six dollars (\$8,026) in 2013-2014 (an 11% increase over the 2012-2013 premium/District contribution amount); and, eight thousand nine hundred and nine dollars (\$8,909) in 2014-2015 (an 11% increase over the 2013-2014 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 a 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 twenty-thousand (\$20,000) 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 dollars (\$1,000) in 2012-2013, one thousand one hundred and ten dollars (\$1,110) in 2013-2014 and one thousand two hundred and thirty-two dollars (\$1,232) in 2014-2015. 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 dollars (\$2,000) in 2012-2013, two thousand two hundred and twenty dollars (\$2,220) in 2013-2014 and two thousand four hundred and sixty-four dollars (\$2,464) in 2014-2015. For part-time teachers, District contributions will be prorated as with Section 1(b) above. The maximum District contribution will not exceed twenty thousand dollars (\$20,000) in the 2012-2013 school year, twenty two thousand dollars (\$22,000) in the 2013-2014 and 2014-2015 school years, 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 ten thousand dollars (\$10,000) or any other 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	\$150	\$200
2	\$300	\$400
3	\$450	\$600

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.

H. Extra Duty Assignments

Extra duty assignments shall be compensated as per Attachment #4 of this Agreement.

I. Retirement

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 school year prior to the effective date of retirement. 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.

1. 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.

2. 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.

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, 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 21 calendar days prior to the commencement of the leave. The administration shall approve reasonable requests.

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.
9. If a grievance is unresolved at the end of the school term, the time limits shall be applied as if school were in session.

C. Formal Procedure

Step 1. Presentation

The written grievance shall be presented by the grievant, the Union, or both, to the principal or designee within forty-five (45) days of the alleged violation. The grievance shall be presented on a standard grievance form (see Attachment #5). 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) school days after presentation.

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, that party shall pay the cost. If both parties want a transcript of the arbitration hearing, each party shall pay one-half (1/2) of the cost.

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 20th, 2012 and shall continue in full force and effect until and including the day before the start 2015-2016 school year.

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, but not as primary spokespersons.

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

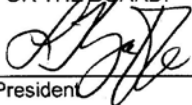
F. No Strike Clause

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

G. Future State or Federal Action

In the event any provision of this Agreement is or shall at any time result in an increase in the District's contractual expense or liability exposure due to any action at the State or federal government level, then the parties will meet to negotiate more desirable alternatives to the above provisions. In the event of an impasse, the matter shall be submitted to interest arbitration for final resolution.

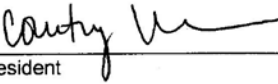
FOR THE BOARD:



President

12.3.12
Date

FOR THE UNION:



President

11/29/12
Date

ATTACHMENT #1

2012-2013 Salary Schedule

STEP	BS	BS+15	BS+24	MS	MS+15	MS+30	MS+45
1	36131	36688	37691	38693	39696	40699	41702
2	36488	37052	38064	39076	40089	41102	42115
3	36993	37989	38984	39979	40974	41970	42965
4	38570	39566	40561	41557	42551	43547	44542
5	40147	41143	42138	43134	44128	45124	46119
6	42642	43659	44676	45693	46711	47728	48745
7	44254	45271	46288	47305	48323	49339	50356
8	45865	46882	47899	48917	49934	50951	51968
9	47477	48494	49511	50529	51546	52563	53580
10	49089	50105	51122	52140	53157	54174	55191
11		51717	52735	53752	54769	55786	56804
12		53329	54347	55364	56381	57397	58415
13		54940	55958	56975	57992	59009	60027
14			57570	58587	59604	60622	61639
15			59181	60198	61215	62233	63250
16			60793	61810	62827	63845	64862
17				63422	64440	65456	66473
18				65033	66051	67068	68085
19				66645	67663	68680	69697
20				68257	69274	70291	71308
21					70886	71903	72920
22						73514	74531

ATTACHMENT #2

2013-2014 Salary Schedule

STEP	BS	BS+15	BS+24	MS	MS+15	MS+30	MS+45
1	36492	37055	38068	39080	40093	41106	42119
2	36853	37422	38445	39467	40490	41513	42536
3	37218	37793	38826	39858	40891	41924	42957
4	37733	38749	39764	40778	41794	42809	43825
5	39342	40357	41373	42388	43402	44418	45433
6	40950	41966	42981	43996	45011	46026	47042
7	43495	44532	45570	46607	47645	48682	49720
8	45139	46176	47213	48251	49289	50326	51364
9	46783	47820	48857	49896	50933	51970	53007
10	48426	49464	50501	51539	52577	53614	54651
11		51108	52145	53183	54220	55258	56295
12		52751	53790	54827	55864	56902	57940
13		54395	55434	56471	57508	58545	59584
14			57077	58115	59152	60189	61228
15			58721	59758	60796	61834	62871
16			60365	61402	62440	63478	64515
17				63046	64083	65122	66159
18				64690	65728	66766	67803
19				66334	67372	68409	69447
20				67978	69016	70053	71091
21					70660	71697	72734
22						73341	74378

ATTACHMENT #3

2014-2015 Salary Schedule

STEP	BS	BS+15	BS+24	MS	MS+15	MS+30	MS+45
1	37222	37796	38829	39862	40895	41928	42961
2	37952	38537	39591	40643	41697	42750	43804
3	38327	38919	39983	41046	42110	43173	44237
4	38707	39304	40379	41452	42526	43601	44675
5	39243	40299	41355	42410	43466	44522	45578
6	40915	41971	43027	44083	45138	46195	47251
7	42588	43644	44700	45756	46811	47867	48923
8	45235	46314	47392	48471	49551	50630	51708
9	46944	48023	49102	50181	51261	52339	53418
10	48654	49733	50811	51891	52970	54049	55128
11		51442	52521	53601	54680	55758	56837
12		53152	54231	55310	56389	57468	58547
13		54861	55941	57020	58099	59178	60257
14			57651	58730	59808	60887	61967
15			59360	60439	61518	62597	63677
16			61070	62149	63228	64307	65386
17				63858	64937	66017	67096
18				65568	66647	67727	68805
19				67278	68357	69436	70515
20				68987	70067	71146	72225
21					71777	72855	73934
22						74565	75644

ATTACHMENT #4

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.

Position	Number of Positions Available	Pay Rate 2012-2013 through 2014-2015 per position
Supervision		
Big Brother/Big Sister	1	\$17/hr
After School Computer Lab	1	\$32/hr
After School Study Hall	1	\$32/hr
At Risk After School Tutorial	1 per grade level	\$32/hr
After School Tutorial (at risk of failing)	1 per grade level - 6/7/8	\$32/hr
Math Support – WO	1 – cut 10/11	\$32/hr
Detention-After School WO	1	\$32/hr
Detention-Saturday School	1	\$32/hr
Future Quest @ vocational center	1	\$32/hr
Homework Club – DL	2 – DL	\$32/hr
Homework Happenings-5th	1 - WO	
Bilingual Homework Help - WO	1	\$32/hr
Intramurals – DL	2 – twice/year	\$703
Intramurals – WO Boys Basketball	1 Not 10/11	\$32/hr
Intramurals – WO Girls Basketball	1 Not 10/11	\$32/hr
Intramurals – WO Co-Ed Flag Football	1	\$32/hr

Position	Number of Positions Available	Pay Rate 2012-2013 through 2014-2015 per position
Supervision Cont.		
Intramurals – WO Co-Ed Soccer	1	\$32/hr
Intramurals – WO Co-Ed Softball/Kickball	1	\$32/hr
Intramurals – WO Co-Ed Volleyball	1 Not 10/11	\$32/hr
Intramurals – WO Co-Ed Wrestling	1	\$32/hr
Supervision		
MHS Registration		\$32/hr
Placement Test Proctor		\$32/hr
Supervision-Building		\$32/hr
Supervision-CFY (speech)		\$32/hr
Supervision Chaperoning High School/Community Dance		\$32/hr
Student Assessment/Testing (during plan period or outside the work day)		\$32/hr
Committee/Curriculum/Staff Development-During Plan Periods or outside the regular work day		
Classified Staff meeting Presenter		\$33/hr
Committee Meeting-RTI		\$32/hr
CPR Class		\$32/hr
CST Meeting		\$32/hr
Curriculum Meeting		\$32/hr
Diamond Lake Academy Instructor		\$33/hr
Dual Language/ESL Bilingual Meeting		\$32/hr
ECH Meeting		\$32/hr
GATE Meeting		\$32/hr
IEP Meeting		\$32/hr
At-Risk Meeting		\$32/hr
Mentoring meeting		\$32/hr
Mentoring (NBTC)	1	\$601
Parent Teacher Advisor Committee		\$32/hr
Reading Teachers Meeting		\$32/hr
Report Card Committee		\$32/hr
SIP Meeting		\$32/hr
Summer Curriculum Work	Cut 10/11	\$33/hr
Wilson Training		\$32/hr
Team WO	Cut 10/11	\$33/hr

Position	Number of Positions Available	Pay Rate 2012-2013 through 2014-2015 per position
Evening Events		
Curriculum Night (traveling teachers doing 2 nights)		\$32/hr
Library-Family Night-FH	1	\$32/hr
Library/Computer Night-DL	2	\$32/hr
Math & Science Night		\$32/hr
Mother-Daughter Tea		\$32/hr
Orientation Night-Fifth Grade		\$32/hr
Spanish Lit Night		\$32/hr
Spelling Bee Coordinator – DL/WO	DL – 1 WO - 1	\$90/event
Video Taping-School Board	1	\$32/hr
Student Tutorials/Help		
High School Placement Test Study Session		\$33/hr
Speech Therapy-Summer		\$35/hr
Home/Hospital Bound Tutor		\$35/hr
Fairhaven After School Reading Coordinator	2	\$32/hr
Fairhaven After School Reading		\$35/hr
Reading Adventures – DL	Cut 10/11	\$53/hr
Math Quest – DL	Cut 10/11	\$35/hr
Summer Math Program	Cut 10/11	\$35/hr
Summer School Teacher		\$35/hr
Summer School Directors (Prep. work)		\$1,911
Summer School Directors		\$143/day
Misc. Extra Duty		
Health Fair	Not 10/11	\$33/hr
Internal Sub		\$32/hr
Translator - Verbal		\$32/hr
Translator – Building	1 per building	\$703
Winter C.A.M.P. Prep Work	Cut 10/11	\$35
Winter C.A.M.P.	Cut 10./11	\$32/hr
Parent Ed. Night		\$33/hr
AM Supervision -WO	4	\$703
Bus Duty AM - WO	2	\$703
Bus Duty PM – WO	2	\$703
Club Art	1	\$32/hr
Club Book	1	\$32/hr
Club Drama-DL	1	\$32/hr
Club Environmental	1	\$32/hr
Club Gardening-DL	1	\$32/hr
Club Photography	1	\$32/hr
Club Sewing	1	\$32/hr
Club Newspaper – DL	1	\$32/hr

Position	Number of Positions Available	Pay Rate 2012-2013 through 2014-2015 per position
Misc. Extra Duty Cont.		
Club-Student Council – DL	2	\$703
Club – National Junior Honor Society	5	\$32/hr
Yearbook WO-1 DL-1	2	\$1,545
Student Leaders Sponsors-WO	3	\$1,545
Wee Deliver	1	\$1,545
Athletic Director Stipend	1	\$2,555
Coach-Basketball 7 th Grade Boys	1	\$2,555
Coach-Basketball 7 th Grade Girls	1	\$2,555
Coach-Basketball 8 th Grade Boys	1	\$2,555
Coach-Basketball 8 th Grade Girls	1	\$2,555
Record Keeping/Game Clock Basketball	1 each	\$27/game
Supervisor – Basketball	1	\$84/event
Coach-Cheerleading	1	\$2,555
Coach-Cross Country	1	\$2,555
Coach-Pom Pons 7 th /8 th grade	1	\$2,555
Coach-Scholastic Bowl – Head	1	\$2,555
Coach-Scholastic Bowl Assistant	1	\$1,545
Coach-Soccer	1	\$2,555
Supervisor - Soccer	1	\$55/event
Coach-Track	3	\$1,545
Coach-Volleyball 7 th Grade Boys	1	\$2,555
Coach-Volleyball 7 th Grade Girls	1	\$2,555
Coach-Volleyball 8 th Grade Boys	1	\$2,555
Coach-Volleyball 8 th Grade Girls	1	\$2,555
Record Keeping/Game Clock Volleyball	1 each	\$27/match
Supervision-Volleyball	1	\$84/event
Coach-Wrestling	1	\$2,555
Game Clock Wrestling	1 each	\$27/meet
Supervisor – Wrestling	1	\$55/event
Choir – DL (outside school day)	1	\$32/hr
Choir – WO	1	\$32/hr
Performance Choir – WO	1	\$1,545
Band Activities	2	\$2,200/year
Jazz Band Director 6 th	1	\$1,545
Jazz Band Director 7 th	1	\$1,545
Jazz Band Director 8 th	1	\$1,545
Jazz Band Performance Director - WO	2	\$32/hr
Spring Play Director – DL	1	\$32/hr
Spring Theatre Director - WO	1	\$2,555
Spring Theatre Assistant Director - WO	2	\$703

Position	Number of Positions Available	Pay Rate 2012-2013 through 2014-2015 per position
Misc. Extra Duty Cont		
Breakfast Supervision – DL	1	\$2,885
Lunch Supervision	WO-4	\$2,885
AM Lunch Orders - WO	2	\$703
Literacy Coach	Cut 10/11	\$3,932
Instructional Specialist		\$3,932
Dual Language Classroom Teacher		\$2,949
SEL/Fine Arts	Cut 10/11	\$1,685
Coordinate Academic Competitions	Cut 10/11	\$1,685

*Hourly rates raised by \$2/hour in Y1 of agreement and stay there for life of agreement, for life of agreement, flat stipend amounts and per –event amounts stay the same as in 2011-2012.

ATTACHMENT #5

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)