AGREEMENT

BETWEEN THE

BOARD OF EDUCATION
WARREN TOWNSHIP HIGH SCHOOL DISTRICT #121
LAKE COUNTY, ILLINOIS

AND THE

WARREN TOWNSHIP HIGH SCHOOL
FEDERATION OF TEACHERS
A COUNCIL OF THE LAKE COUNTY FEDERATION OF
TEACHERS
LOCAL 504, IFT-AFT/AFL-CIO

FOR THE SCHOOL YEARS
2013-2014
2014-2015
2015-2016
2016-2017
2017-2018

CERTIFIED
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PREAMBLE

The Board of Education of District No. 121, Lake County, Illinois, hereinafter referred to as the "Board," and the Warren Township High School Federation of Teachers, a Council of the Lake County Federation of Teachers, Local 504, IFT-AFT/AFL-CIO, hereinafter referred to as the "Union," recognize their common aim of providing the best education possible for the youth of the District.

It is the belief that the best interests of School District No. 121 shall be served through a professional approach to education, mutual understanding, and cooperation between the School Board, the administrative and supervisory staff, and the professional teaching personnel and classified employees. To this end, free and open exchange of views is desirable and necessary, with all parties or their designated representatives, participating in deliberations leading to the determination of matters defined as negotiable in Article I, Section B.

This Agreement or any of its parts contained herein shall not be misconstrued as an attempt to establish an illegal collective bargaining device contrary to the spirit and intent of The Illinois School Code; nor shall this Agreement establish any limitation on the right of any individuals concerned with matters subject to the power of the Board of Education to approach the Board of Education at any reasonable time to discuss problems; nor shall this Agreement limit the right of any employee to join or not to join any Union or organization as he/she sees fit, or to appear before the Board of Education alone or with counsel where such appearance is appropriate; nor shall this Agreement divest the Board of Education of any legal or constitutional function or representation or vest such function to the Union.

The first section of the Agreement pertains to certified bargaining unit members and the second section of the Agreement pertains to non-certified bargaining unit members. Both the certified and non-certified groups are members of Warren Township High School Federation of Teachers, Lake County Federation of Teachers Local 504, IFT-AFT, AFL-CIO, which is a single bargaining unit as recognized and certified by the IELRB in Case No. 93-RS-0010-C (1993).

As of its commencement date, May 13, 2014, this contract supersedes and replaces all past agreements and contracts in place between the parties and as such, any such prior agreements and contracts are terminated.
ARTICLE I
GENERAL PROVISIONS

A. Parties to the Agreement
This Agreement is made and entered by and between the Board of Education, Warren Township High School District No. 121, Lake County, Illinois, and the Warren Township High School Federation of Teachers, a Council of the Lake County Federation of Teachers, Local 504, IFT-AFT/AFL-CIO.

B. Scope
The Union and the Board agree that wages, hours, terms and conditions of employment, as required by law, and other matters by mutual agreement shall be negotiable.

C. Recognition
The Board recognizes the Union as the sole negotiating agent for all regularly employed non-administrative certificated personnel including semester or year-long substitutes except short-term substitute teachers and other temporary certificated employees.

It is understood that from time to time job titles and duties may change, certain jobs may be eliminated, and others may be created in their place; in such circumstance, the parties agree that the listed job titles shall serve as a guide for similar positions not listed, and the definitions in the Illinois Educational Labor Relations Act shall be used in determining whether or not a particular position is included in or excluded from the bargaining unit.

D. Definitions
1. Teacher: certificated employees represented by the Union in the negotiating unit as determined by Section C above.

2. Employee: all employees represented by the Union in the negotiating unit as determined in Section C above.

3. Day: all references to day shall be assumed to mean contractual work day unless otherwise noted

4. Core Classes: English, Mathematics, Social Studies and Science, not including Special Education, ELL or School Within a School

5. Schedule A: teachers hired to a permanent position at Warren before July 1, 2011


7. Schedule C: teachers hired to a permanent position at Warren on or after June 1, 2014

E. Exclusive Rights
The Board agrees not to negotiate with any other organization or any employee individually with respect to any matter covered by this Agreement.
F. **Individual Agreements**
   The Board shall not issue individual teacher contracts or employment agreements during negotiations, mediation, or third party appeal or before agreement has been reached between the Board and the Union, except that the Board may issue individual contracts to probationary and newly employed teachers whose contracts shall be adjusted to conform with any negotiation settlements.

G. **Management Rights - Teachers**
   The Union recognizes the Board as an Employer as defined in the Illinois Educational Labor Relations Act. The Board shall not be required to bargain over matters of inherent managerial policy, which include such areas of discretion or policy as the functions of the employer, standards of services, its overall budget, the organizational structure and selection of new employees and direction of employees.
ARTICLE II

NEGOTIATION PROCEDURES

A. Demand to Bargain
A request to negotiate a renewal or revision of this Agreement for the coming year shall be made before January 1 to be submitted in writing by the Union to the Superintendent or his/her representative or by the Board to the President of the Union. A meeting shall be held within sixty (60) calendar days of the delivery of the request. Facts, opinions, and proposals shall be freely exchanged during the meeting or meetings in an effort to reach mutual understanding and agreement on matters defined as negotiable in Article I, Section B.

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

C. Financial Information
The Union shall be furnished on request all regularly and routinely prepared information concerning the financial condition of the school, including annual financial statements and adopted budget. In addition, the Board and the Administration shall grant reasonable requests for other readily available and pertinent information, which may be relevant to negotiations. Nothing herein shall require the Board to research and assemble information.

D. Union Representatives
The Union shall provide the Board and the Superintendent with the names of its duly authorized representatives within twenty (20) calendar days of their appointment and shall notify them of any changes within twenty (20) calendar days thereafter.

E. Impasse
If agreement is not reached on all items within forty-five (45) calendar days of the onset of the forthcoming school term, or all proposals have been thoroughly discussed with no indication of possible agreement, either party may declare to the other in writing that an impasse exists and call for a mediator. A written request for mediation by one party shall be considered a joint request for mediation, and the other party shall join in the request.

F. Impasse Resolution
1. When an impasse has been declared, the parties shall seek to agree upon a mediator, and failure to do so within ten (10) calendar days of the call for mediation, under the preceding Section the Federal Mediation and Conciliation Service shall be requested by the parties to appoint a mediator from its staff. If for any reason it is not possible for the Federal Mediation and Conciliation Service to provide a mediator within fifteen (15) calendar days of the request to it, the parties shall join in a request to the American Arbitration Association (AAA) to provide a mediator in accordance with its procedures and practices. The mediator shall meet with the parties or their representatives, or both, forthwith, either jointly or separately, and shall take such steps, as he/she may deem appropriate to persuade the parties to resolve their differences and effect a mutually
acceptable Agreement. The mediator shall not, without the consent of both parties, make finding of fact or recommend terms of settlement.

2. If agreement cannot be reached through deliberation with a mediator, the parties may agree to other third party efforts to resolve the issue, including the use of a fact finder or interest arbitrator.

3. The costs for the mediator or for persons involved with other third party efforts shall be equally shared by the Board and the Union.

G. Tentative Agreement/Ratification
The recommendation proposed by the Negotiating Committee shall be reduced to writing and shall be recommended to the entire Board and to the entire membership of the Union. Both parties must vote to approve the proposal in order for it to become an Agreement binding upon both parties.

H. Copies of Agreement
The Union shall assume all responsibility and cost related to the typing of this Agreement for execution by the parties. Upon execution of the Agreement, the Union shall assume all responsibility for the printing of sufficient copies of this Agreement for the parties within thirty (30) calendar days so that each employee, administrator, and Board member may have a copy. The Board shall reimburse the Union for the cost of such printing, not to exceed one thousand dollars ($1,000). The Union also agrees to provide the Board with sufficient copies for its needs.
ARTICLE III
UNION RIGHTS

A. Dues Deduction
Any employee may sign and deliver to the Board an assignment authorizing deduction of membership dues. Pursuant to such authorization, the Board shall deduct one sixteenth (1/16th) of such dues from the salary check of the employee for sixteen (16) pay dates, with the first deduction commencing with the second paycheck in October and the last deduction on the sixteenth paycheck from which dues are deducted. Such dues which have been deducted shall be remitted to the Union within ten (10) working days of such deduction. Deductions for employees delivering assignment authorizing deduction of membership dues after the second paycheck in October shall be treated on the same one sixteenth (1/16th) amount of annual dues commencing with the next salary check, at least ten (10) calendar days after receipt of the authorization, and continuing through the final scheduled deduction. An employee's deduction assignment may be withdrawn in writing by the employee upon thirty (30) days notice in writing to the Secretary of the Union.

The Union agrees to indemnify and hold harmless the Board and all its agents from any and all claims, demands, suits, and costs incurred in making deductions, transmitting funds to the Union, or any other reasonable action taken or omitted for the purpose of complying with this Article.

B. COPE Contributions
Upon receipt of a voluntary authorization in writing by an employee, the Board shall deduct from the employee's salary the amount authorized by the employee for the Lake County Federation of Teachers Committee on Political Education (COPE). Such deduction shall be made the second paycheck in October and forwarded to the Treasurer of the Union within ten (10) calendar days after such deductions were made, and the amount deducted for each, provided written authorization is received by the business office at least ten (10) working days prior to such paycheck. Union dues and COPE deductions shall be written in separate checks.

C. Fair Share
All certificated employees covered by this Agreement who are not members of the Union, and so long as they remain non-members of the Union, shall 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. Payroll deduction shall occur along the same time frames as dues deduction.

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 fair share fee payment shall be deducted by the Board from the earnings of the non-member employees and paid to the Union.

Non-member employees who object to the amount of the fair share fee have the right to file an unfair labor practice charge against the Union pursuant to Paragraph 1714(b)(1) of the Illinois Educational Labor Relations Act. Additionally, non-member employees who object to the amount of the fair share fee or who have bona fide religious objections have the right to file such objection pursuant to the internal Fair Share Implementation Program procedures established by the Union. Upon any such filing (other than bona fide religious objections) 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 any and all claims, demands, actions, complaints, suits, or other forms of liability that shall arise out of or by reason of action taken by the Board for the purposes of complying with the above provisions of this Section, or in reliance on any list, notice, certification, affidavit or assignment furnished under any of such provisions.

D. **Weekly Meetings with Administration**
Once per week, the Superintendent or designee will meet with the Union President or designee for the expressed purpose discussing Union and District issues and business in order to avoid the grievance process when possible and to act in an advisory role.

The weekly meetings will be mutually agreed upon within the first two weeks of the first semester.

E. **Staff Congress**
Once per semester, the building principals shall call a voluntary, after school meeting to allow Membership the opportunity to voice concerns, ask questions and offer solutions in regards to the health and direction of the District. Classified employees will be allowed to attend these meetings even if they occur during their regular work hours. A copy of the minutes of the meeting will be made available to all staff via electronic mail.

F. **Yearly Staff Surveys**
Once per year after February 28th a voluntary, anonymous survey will be issued to all bargaining unit members for the purposes of gaining feedback on administrators' individual strengths and possible areas of improvement. The Administrative team will write this survey. Surveys will be shared only with the Administrator in question, the Superintendent and the Administrator's immediate supervisor.

G. **School Calendar**
The Superintendent or designee shall consult with the President of the Union or designee and shall make every effort to agree upon the school calendar prior to submission of recommendations to the Board of Education.

H. **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 shall be granted to the Union President and/or one (1) designee for up to two (2) work days to attend Union conventions. The Union President or designee shall be granted released time to attend any grievance or arbitration conducted during the normal work day.

The Union President and Grievance Chair shall not be assigned a supervisory period.

I. **Use of Facilities**
The Union may use school buildings for meetings to transact official Union business for reasonable time periods. Notice of such intended use must be given the Superintendent in advance and approved as not interfering with previously scheduled use of building facilities.
or scheduled faculty functions. If special custodial service is required, the Board may make a reasonable charge for this service.

J. **Bulletin Boards**
Bulletin Board space at each campus shall be provided for the exclusive use of the Union in the school for posting notices of activities and other matters of Union concern.

K. **Board Meetings/Documents**
1. The Board shall place on the agenda of Board meetings for consideration any matter brought to its attention for its consideration by the Union so long as these matters are made known in writing to the Superintendent three (3) school days prior to the regular Board meeting. Upon request of the Superintendent, the Union representatives shall meet with the Superintendent prior to the Board meeting in an attempt to resolve the problem.
2. Upon request, two (2) copies of all Board minutes shall be given to the President of the Union within forty-eight (48) hours after they have been prepared, but in no event later than the beginning of the next regular Board meeting. This may be accomplished by placing such minutes in his/her school mailbox.
3. The Board shall notify the Union of any contemplated changes of policy affecting employee working conditions not covered by this Agreement and afford the Union an opportunity to speak to this issue at the meeting of the Board at which a vote thereon is anticipated. The Board shall furnish the Union President with a copy of the agenda of each Board meeting, if there be such agenda, no later than ten o'clock (10:00) a.m. on the morning of such meeting.
4. Before any Board meeting, the Secretary of the Board shall provide at least one (1) of the designated representatives of the Union with the same written information that was provided the press on the night of the meeting.
5. Upon request, the Board shall furnish the Union with quarterly statements of financial position, the final budget, the annual auditor’s report, the school policy manual, and revisions after such documents have been adopted by the Board.
6. Names of newly hired employees shall be available to the Union within fourteen (14) calendar days after approval of their contracts by the Board.

L. **Institute Days**
Institute days, which are scheduled on the official calendar, shall be jointly planned and sponsored by the Union and the Administration, except as follows. There shall be at least four (4.0) local, full-day institute days per school year. One half (0.5) will be reserved for grading and records day in accordance with Article VI, Section A of this Agreement. At least one day (1.0) will be reserved for meetings within departments for professional development. The remaining two and half days (2.5) will be determined by the In-Service Committee.

In addition to the above, one hour shall be set aside on the schedule of each local institute for a Union membership meeting as determined by Union and Administration agreement. Classified employees shall be released with pay to attend Union membership meetings on institute days.

The parties agree to form an In-Service Committee to propose and plan local institute days. The Union shall annually appoint five (5) members to the committee and the Superintendent shall appoint five (5).
M. **Non-Discrimination**
   The Board shall not discriminate against any employee with respect to wages, hours, terms or conditions of employment by reason of his/her membership in the Union. The Union shall not permit, encourage, or otherwise discriminate against any other employee of the District who is not a member of the Union.

N. **Confidential Relations**
   The Union's views on matters relating to supervisor-teacher or Board-teacher relationships shall not be discussed in the presence of students.

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**ARTICLE IV**

**EMPLOYEE RIGHTS**

A. **Legal Rights**
   Nothing contained herein shall be construed to deny any teacher his/her rights under *The School Code* of the State of Illinois or under other applicable laws and regulations. This Section shall not be construed so as to incorporate into this Agreement *The School Code* or any other constitution, statute, regulation, or court decision, nor to make grievable hereunder pursuant to the procedures prescribed in Article IX hereof any alleged violation of such school code, constitution, statute, regulation, or court decision.

B. **Academic Freedom**
   1. Teachers shall have academic freedom in the District. Academic freedom shall mean the freedom of teachers to present instructional materials, which are pertinent to the subject and level taught and within the Board approved planned instructional program and which encourage free inquiry and learning, and shall present all facts of controversial issues in a scholarly and objective manner.
   2. Teachers shall be entitled to freedom of discussion within the classroom on all matters under study which are relevant to the subject, and this discussion shall be maintained within the outlines of appropriate course content.

C. **Appearance Before Board**
   When any employee is required to appear before the Board or any Board committee concerning any matter which could adversely affect the continuation of that employee in his/her employment, or his/her salary or any increments pertaining thereto, the employee shall be given reasonable prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Union present to advise him/her and represent him/her during such meeting or interview.

D. **Union Activity**
   Employees shall have the right to organize, join, and assist employee organizations, to participate in professional negotiations with the Board through representatives of their own choosing, and to engage in other lawful activities, individually or in concert, for the purpose of establishing, maintaining, protecting, or improving conditions of employment. Employees shall also have the right to refrain from any or all such activities.
E. Employee Protection

1. Any case of assault upon an employee while on duty with the school system shall be promptly reported in writing to the Board or its designee. The Board shall provide reasonable assistance to the employee to advise the employee of his/her rights and obligations with respect to such assault, and the Board shall render all reasonable assistance to the employee in connection with the handling of the incident by the appropriate authorities, including at the request of the employee, an opportunity to submit questions regarding such matter to legal counsel provided by the Board.

2. Any employee who shall be required to be absent from his/her duties because of court proceedings or related investigations growing out of a suit against him/her for performance of his/her duties while operating within Board policy shall not suffer any loss of salary.

3. Any complaint by a parent of a student directed toward a teacher which is to be utilized for evaluative purposes shall be reported to the teacher. The teacher shall also be notified promptly of any series of complaints of a similar nature from parents. No disciplinary action against the teacher shall be taken until a scheduled parent-teacher or teacher-administrator conference has taken place. If the teacher is not satisfied with the results of this conference, then a teacher-administrator-Board conference on the problem shall be held. The teacher involved at his/her request may have a Union representative present at any of the above conferences.

4. In accordance with the applicable provisions of The School Code, the Board shall provide indemnification and protection against claims and suits.

F. Use of Tobacco on School Property

1. Any violation of the policy on the Use of Tobacco on School Property may be subject to disciplinary action, including termination.

2. With regard to the policy on the Use of Tobacco on School Property, it shall apply to all District employees, Board members, administrators, students and visitors to the District.
ARTICLE V

TEACHER EVALUATION AND PERSONNEL FILES

A. Evaluation

1. The parties agree that the primary objective of teacher evaluation is to improve the quality of instruction. The parties recognize the importance and value of a procedure for assisting and evaluating the progress and success of teachers.

2. Evaluations of certified teaching staff shall be done by any ISBE certified evaluator employed by Warren Township High School. Such a qualified administrator is herein after referred to as "evaluator."

3. Within four (4) weeks after the beginning of the school term, the Administration shall acquaint teachers with the formal evaluation procedures and the identity of the evaluator or evaluators. This shall include both the instrument and the name of each teacher's evaluator or evaluators. A teacher reassigned after the beginning of the school year shall be notified of his/her new evaluator within four (4) weeks of his/her reassignment. No formal evaluation of a teacher shall take place until that teacher has been so informed. Teachers and the Union shall be informed as soon as practical of any changes in evaluators that occur during the school year.

4. Formal evaluation shall be defined as a classroom visitation for the express purpose of observing teaching methods and accomplishment of teacher goals and objectives related to the teacher's effectiveness in the classroom and in the performance of his/her other professional duties using the criteria/standards established by the Evaluation Committee and agreed to by the Administration and the Union.

5. When an evaluator plans to visit a teacher for the purpose of a formal evaluation, the evaluator and the teacher shall agree on a date at least one (1) work day before the formal evaluation. A pre-observation conference must be held prior to the formal evaluation visitation. No formal evaluation visit shall be scheduled or conducted on exam days, review days, or on days when student attendance is affected by more than fifty percent (50%). Each formal observation shall be not less than twenty-five (25) minutes. Observations should commence at the beginning of a class period and end at a natural break in the observation. The evaluator shall not fail to attend on the agreed date and time without good cause.

6. Probationary teachers shall be formally evaluated a minimum two (2) times during the school year. If the Administration is considering not recommending a probationary teacher for continued employment, after consultation with observing Lead Teachers, the Administration shall have made at least one (1) additional twenty-five (25) minute formal classroom observation and evaluation. No single evaluator shall perform all three (3) evaluations. All formal evaluations must be at least fifteen (15) school days apart.

7. Tenured teachers must be formally evaluated at least one time in the course of every two (2) school years.

8. All formal evaluations and summative evaluations of probationary and tenured teachers must be completed by January 15th.
9. Should the evaluator be unable or fail to observe the teacher at the agreed upon time, the teacher shall not be liable to submit new documents related to the observation. The teacher and evaluator shall agree upon a new observation date.

10. Following each formal evaluation the evaluator shall complete a written evaluation of the observation. Within ten (10) school days of the evaluation, the evaluator shall furnish the teacher with a copy of the written evaluation and hold a conference with the teacher. The evaluation conference shall include, but not be limited to, a discussion of the written evaluation including strengths and recommendations for improvement, and the recommendation of and providing of assistance in achieving improvement goals where appropriate. Both the evaluator and the teacher shall date and sign all copies of the written evaluation. The signature of the teacher shall not necessarily indicate agreement with the written evaluation, but rather shall indicate that the conference and discussion have been held and that the teacher is in receipt of a copy of the written evaluation.

11. If the teacher feels the formal written evaluation is incomplete, inaccurate or unjust, the teacher may submit written objections within ten (10) school days of receipt of the written evaluation. Upon request the teacher will be granted a second post conference to discuss the evaluation. Such deadline shall be extended if additional information bearing on the evaluation becomes available after the deadline; in such a case, the teacher shall have ten (10) school days from receipt of this additional information to submit written objections. Both 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.

12. A copy of all formal written evaluations and any attached written objections shall be placed in the teacher's official personnel file. No material in evaluation of the teacher shall be maintained on file that is not in accordance with provisions on teacher evaluation given elsewhere herein.

13. In all cases where the Administration is considering not recommending a probationary teacher for continued employment, the teacher involved and Union shall be so advised. The Board shall also follow all procedures required by The School Code and court decisions.

14. Notice of intent not to rehire shall be given to the probationary teacher prior to official Board action. If the probationary teacher is completing his/her fourth year, said notice shall include a written statement of reasons. The teacher shall be apprised of the time when the motion shall be offered not to rehire so the teacher may be present and make a statement.

15. All teachers shall be rated as to standards of performance using the following rating scale in both formal and summative evaluations:

   EXCELLENT
   PROFICIENT
   NEEDS IMPROVEMENT
   UNSATISFACTORY

This process will be determined by the Joint Evaluation Committee which will be comprised of equal numbers of teachers and administrators and appointed by the Union President and the Superintendent or designee.
16. Official evaluation forms pertaining to members of the bargaining unit shall be included under separate cover. Forms may be changed at the recommendation of the Evaluation Committee consisting of both Administration and faculty. Recommendation by the committee is defined as a majority vote of the committee with all members present; or, if not all members are present, the number of votes to implement a change would be the same number needed to obtain a majority if all members were present.

B. Consulting Teachers and Remediation

1. In the case that a consulting teacher is needed for remediation the evaluator of the teacher who was rated "unsatisfactory" will select from teachers who meet the following criteria:
   a. Is a teacher as defined by this Agreement
   b. Has at least five (5) years of teaching experience
   c. Has a 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
   e. Otherwise meets the requirements of School Code

2. Where no teachers who meet these criteria are available within the district, the district shall request and the State Board of Education shall supply, to participate in the remediation process, an individual who meets these criteria.

3. The Board 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 name 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, 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 ten (10) school days of receipt of request for such roster, then the Administration may select any consulting teacher, provided however that the selected consulting teacher is not a newly eligible teacher that 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.

4. A consulting teacher shall receive released time (schedule to be worked out as part of any remediation plan) to perform his/her duty as a consulting teacher.

5. Any teacher on continued contractual service who receives an overall evaluation 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, and a consulting teacher selected by the evaluator. 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.

6. The evaluator must conduct a mid-point and final evaluation of the teacher during the remediation period, and meet with the teacher within 10 school days after the evaluation to provide a copy of the evaluation and discuss the written evaluation and ratings. 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. If the teacher on remediation status is subsequently evaluated with an overall rating of proficient or higher, the teacher shall be reinstated to the regular evaluation schedule for tenured teachers. If the teacher does not receive another unsatisfactory evaluation for seven (7) years, the remediation plan and previous unsatisfactory evaluation shall be removed from the teacher’s official personnel file, if so requested by the teacher. 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 Section 24-12 of the Illinois School Code.

7. The consulting teacher shall not be required by either party to participate in any dismissal hearing. The Board shall hold harmless consulting teachers from any legal liability arising from the performance of their responsibilities as consulting teachers.

C. Needs Improvement Rating

Within thirty (30) days of receiving a teacher receiving an evaluation rating of needs improvement, the evaluator and teacher shall develop a professional development plan.

D. Personnel Files

Teachers shall be informed no later than ten (10) school days after the commencement of the school term of procedures employed by the Administration in placing materials in the teachers’ files and the opportunity to respond thereto unless such procedures have not changed from the preceding school term; in any case, a copy of such information shall be included in the teachers’ handbook each year. New employees shall be informed of such procedures within four (4) weeks of the first day of employment. In any case, a teacher may submit written response to any item placed in the personnel file in accordance with the above procedures within ten (10) working days of notice of inclusion or by the end of the school term, whichever is longer. Such deadline shall be extended if additional information bearing on the item placed in the personnel file becomes available after the deadline; in such case, the teacher shall have ten (10) working days from receipt of this additional information to submit a written response.

Each teacher shall have the right, upon request, to review the contents of his/her personnel file. The teacher shall make an appointment with the Associate Superintendent or designee for such review. Upon the teacher’s written request, a Union representative may accompany the teacher in this review. Such review shall be conducted in the presence of the designated administrator. Material which may be of a disciplinary nature placed in the teacher’s file will be removed after five (5) years if no other incidents occur during that period of time, if the teacher has never been placed on remediation by the Board or received a Notice of Remedy from the Board, with the written removal request being the responsibility of the teacher to initiate. Confidential material, such as recommendations by colleges or universities, or evaluations by previous employers, shall not be placed in the teacher’s personnel file described herein. Information which has not previously been made known to the teacher in writing may not be used for disciplinary purposes.
ARTICLE VI
WORKING CONDITIONS

A. School Year
The school year shall consist of one hundred eighty-two (182) workdays, and five (5) workdays for emergency purposes. Any unneeded emergency days up to a maximum of five (5) workdays shall be removed from the school year calendar. A minimum of one (1) work day per school year from among the one hundred eighty-two (182) work days shall be designated as a non-pupil attendance day to be held between the first and second semesters and at least one-half (1/2) of which shall be used as a records/grade day for teachers, provided such day shall qualify as a legal non-pupil attendance day.

B. School Day/Teacher Load
The normal teacher load each day shall consist of eight (8) consecutive periods unless otherwise agreed upon by the Union. The day shall consist of:

1. Five (5) academic classes that follow normal teaching expectancies.

2. One-half (1/2) supervisory period for the full year or one (1) supervisory period for one (1) semester. For core teachers, this supervision will be in a resource room for students as determined by the Administration and subject to the constraints of building facilities and student scheduling and enrollment. For non-core teachers, this supervision may include cafeteria duty, study halls or other duties as needed within the school day, but shall not include activities that require prior planning.

3. One and one-half (1 ½) preparation periods for the full year or one (1) preparation period one semester and two (2) preparation periods the other semester.

4. One (1) duty-free lunch period.

5. Lunch and preparation periods may be used for other meetings at the option of the teacher.

6. During lunch periods and preparation periods during which a teacher has no supervisory responsibilities, the teacher may leave the school building without loss of pay or leave time, provided said teacher signs out in the main office, indicating the teacher’s destination, and provided the teacher signs in upon return to the District. As professionals, teachers agree not to use preparation periods away from the building for business that could be routinely taken care of on non-school hours.

7. Each full-time teacher shall schedule fifty (50) minutes per five-day week as regular office hours. This time shall be used to meet with students, to return phone calls to parents, to confer with administrators and other teachers, and to perform the other many responsibilities that devolve upon the teacher as a professional. Each teacher’s schedule shall be submitted for approval to the Principal or designee in the first week of the semester. Schedules that are designed to accomplish these purposes shall not be denied. From time to time, as the needs of the teacher change, such teacher may amend the previously submitted schedule subject to approval.
On a given day, all or part of such above time may be waived without loss of leave, pay, or benefits, when, because of occasional unforeseen circumstance or emergency, the teacher must leave immediately after the end of the last period or must arrive just before the start of first period. In such instance, the teacher shall so notify the Principal or designee as soon as possible. Such waiver shall not be unreasonably denied.

In the event that an alternative schedule is used, the schedule will be altered to guarantee equality within 5 minutes of meeting times in all classes by the end of the following week.

8. 20 days of the school year shall be designated for School Improvement Days (SIP). 2 full SIP days or 4 half SIP days shall be reserved for use by the Administration if they so wished. All other SIP days will be jointly determined by the Administration, Lead Teachers and Assistant Superintendent for Instructional Services. These days are reserved for the continued development and planning for Professional Learning Teams.

In the event that an alternative schedule is implemented that provides time for Professional Learning Teams to meet, the Administration and the Union may agree to eliminate the 20 SIP days.

9. Guidance Counselors will receive 10 days for use during the summer, which will be jointly scheduled by the Guidance Lead Counselors and the Administration. Counselors may use all or none of these days, and will receive payment at the current summer school rate of pay.

C. Assignments

1. **Voluntary Transfer Between Buildings**

Teachers shall have a right to request a voluntary transfer between buildings for the following school term by placing such request in writing and submitting the request to the designated administrator, no later than February 1st of the preceding school year.

Timely submitted building transfer requests shall be honored if appropriate to do so after the Administration considers various factors. The Administration may consider overall distribution of experience levels at each building; each individual teacher's experience, strengths, and weaknesses; number of teachers needed at each location; certification and legal qualification requirements; seniority in the District.

If the transfer is not granted, the teacher, upon written request, shall receive the reasons in writing. Voluntary transfer requests to vacant positions shall not be unreasonably denied.

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

2. **Involuntary Transfer Between Buildings**

Before any involuntary transfer from one building to the other becomes necessary, the Administration shall first actively seek qualified volunteers as determined in accordance with the criteria below. If no volunteers are found, the Administration shall consider overall distribution of experience levels at each building; each individual teacher's experience, strengths, and weaknesses; number of teachers needed at each location; certification and legal qualification requirements; seniority in the District. No single criteria shall be determinative.

Any teacher, who is involuntarily transferred, upon written request, shall receive the reasons in writing. Involuntary transfers shall not be made unreasonably.
This subsection does not apply to changes of assignment within each building nor transfers as a result of reduction-in-force.

3. **Travel Between Buildings**
   Teachers who are assigned regular school day assignments (excluding co-curricular assignments) at both campuses on the same day shall be reimbursed for travel between such high schools at the District mileage rate. Payment for mileage shall occur within sixty (60). Teachers shall not be scheduled to travel during the preparation period or duty-free lunch period as provided in Article VI, (B) (3) and (4), respectively.

4. **Notice of Assignments**
   Teachers shall be given written notice of their tentative assignments for the forthcoming school term prior to the end of the current school term. Teachers shall be notified in writing of any anticipated change in that assignment as soon as practicable, such notice to be mailed to the address on file with the Board if school is not then in session, or by personal delivery via email or written communication to the teacher. The teacher shall be given the opportunity to discuss this change by requesting a conference within one (1) week of the notice having been given or mailed. If the notice is given after June 30, the teacher may submit his/her resignation within two (2) weeks of the date of such notice, such resignation to be effective no earlier than fifteen (15) calendar days from the date thereof. If the notice is given after the first day of student attendance, the teacher may submit his/her resignation within two (2) weeks of the date of such notice, such resignation to be effective as soon as a suitable replacement can be employed. Any resignation pursuant to this Section shall not be subject to any policy on liquidated damages as may be hereafter adopted by the Board arising from said resignation.

D. **Extra-Curricular Assignments**
   **Posting and Offering Requirement**
   Assignments of positions listed in Appendix B except Head Coaching positions shall be offered first to certificated district personnel qualified for the positions and who shall fulfill all aspects of such positions before offering them to others. For Head Coaching positions, assignments shall be offered first to certificated district personnel who apply and who have equal or greater qualifications than external applicants for the same position before offering them to others. All vacancies in the positions listed in Appendix B shall be posted in the faculty bulletin for a period of not less than five (5) consecutive school days before any such position is filled, or if it is during the school term, may instead be sent to all employees via electronic mail which shall remain available for response for five (5) consecutive school days. Whenever it is known that a position for the following school year will be vacant, the posting or e-mail notification shall occur before the end of the school term preceding the start date of the position. In case of emergency, as determined by the Superintendent, nothing shall prohibit the Board from employing an individual on a temporary basis until the position is filled pursuant to this Section.

E. **Posting of Supervisory Positions**
   A complete listing of anticipated compensatory supervisory assignments (Saturday School, etc.) for the following school term shall be posted by electronic mail.

F. **Substitution**
   Class substitution by teachers during their preparation period shall be voluntary. Assignments shall be made on an impartial basis for the best interest of the educational program with reimbursement according to Appendix B-2. No teacher shall be required to make up student contact time outside the normal school day without compensation at the pro-rated substitute rate. A teacher who provides additional student contact time on his/her own initiative acknowledges that no compensation shall be received for such time.
Teachers assigned to substitute in industrial arts classes shall not be compelled to allow students to operate machinery if the teacher is not qualified to supervise said machinery. The Administrator responsible for the substitution assignments or designee shall make assignments known to the teacher by electronic mail or orally.

G. **Summer Programs**

If a summer program is conducted by the Board, preference for employment shall, to the extent feasible, be given to the teacher as defined herein. No other provision of this Agreement shall be applicable to any summer program.

H. **Faculty Meetings**

A teacher shall not be required to attend a meeting outside his/her normal school day more than once per academic quarter provided at least one (1) week's notice is given in advance. Otherwise, a teacher shall not be required to attend any meetings outside his/her normal school day except in unusual or unanticipated circumstances. No meetings shall be conducted for longer than fifty (50) minutes after the close of the student day of the building of assignment for that teacher, except in an emergency.

I. **Teacher Congress**

Once per semester, the building administration at both campuses will schedule a voluntary, after school meeting open to all employees.

The sole purpose of these two meetings will be for employees to voice directly to building administration their concerns, questions and suggestions for the maintenance and administration of the school.

The meeting will be of a length satisfactory to those in attendance, but not to exceed one hour, and the Principal and Associate Principal will be in attendance. Minutes will be kept and disseminated via electronic mail within three days.

J. **Student Discipline**

1. Student discipline, as used herein, shall mean the expectation and enforcement of a reasonable standard of orderly student behavior to permit effectuation of the educational program.

2. The Board recognizes its responsibility to give reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom.

3. A teacher shall be responsible for the conduct of his/her class and for maintaining order in his/her presence in the school building and on school grounds.

4. A teacher may exclude a pupil from a class period when, in the opinion of the teacher, the grossness of an offense, the persistence of the behavior, or the disruptive effect of any violation makes the continued presence of the pupil in the classroom intolerable. Before taking such action, the teacher shall:
   a. give the student fair warning;
   b. give the student explicit and clear instructions of what behavior is expected.

When a student is so excluded by a teacher, the student shall be sent from the classroom to the dean. The teacher involved in the incident shall submit a timely explanation of the nature of the offense.

The dean shall take appropriate action seeking to solve the discipline problem. Should this decision include the readmittance of the pupil to class, the teacher shall be notified in writing of the conditions under which readmittance is granted. It is understood that
the written response shall be accomplished as soon as practical after a student returns to class

K. **Facilities/Equipment/Assistance**

1. At least one (1) teacher working area per building for use of all teachers separate from the teachers' lounge shall be established. The Board shall seek to provide appropriate facilities to permit teachers to better meet their teaching assignments.

2. The Board shall provide a clerical assistant to process teacher mail and to handle the teachers' duplicating and typing needs of school-related materials, subject to the supervision of the Principal or designee.

   Employees may use the mailboxes and any intra-building mail system for personal or Union related materials, so long as such use does not disrupt the normal operation of the District. Employees shall have direct access to mailboxes, if desired, for purposes of distributing the above materials, provided such direct access does not disrupt the normal mailbox operations of the District. Use of school mail services shall be without U.S. postage unless otherwise required by the U.S. Postal Service. Furthermore, the Union shall indemnify and hold harmless the Board from any liability, damages, fines or other costs arising from the Union or any bargaining unit member's use of such mail service.

3. Teachers shall be provided with desks and filing cabinets.

4. Parking facilities shall be provided for teachers. The Administration shall make reasonable effort to maintain this area, including the feasible removal of snow and ice in the winter months, and the plowing of the faculty lot before the student lot. The provision of such facility is for the convenience of the teachers and the Board assumes no responsibility of liability thereby.

5. A teachers' lounge shall be available within each school building.

6. A teacher shall not be required to work under unsafe or hazardous conditions or to perform tasks which would endanger his/her health or safety, provided this Section shall not be construed to terminate, reduce, or otherwise affect a teacher's obligation toward students.

L. **Reduction in Force/Seniority**

1. Before the Board shall reduce staff through the issuance of honorable discharges pursuant to Section 24-11 and 24-12 of The School Code, the Superintendent shall discuss with the Union the effects of such reduction. Teachers honorably discharged who shall subsequently be rehired by the Board shall be credited with all past experience previously acknowledged by the District and shall be credited with any sick leave they had accumulated prior to such discharge.

2. In the event it becomes necessary to reduce the number of teachers for economic reasons or because of reduction or elimination of programs, the Board shall in all respects adhere to the procedures and criteria governing such dismissals which are set forth in The School Code.

3. The Honorable Dismissal Committee will yearly assess the overall summative scores. If the Committee finds that a downward trend exists by majority vote, the Union may grieve the summative scores for remedy.

4. For purposes of this Section, "seniority" and "continued service" shall mean tenured service in the District uninterrupted by resignation or reemployment. Leaves of absence shall not be deemed an interruption of service, but any unpaid leave of absence of one
(1) semester or more shall not be included in the computation of seniority or continued service.

5. If seniority of teachers shall be equal, preference shall be determined by date of signing initial contract.

6. Prior to November 1 of each school term, the Administration shall post in the teachers' lounge a listing of the seniority rank of all tenured teachers in the School District. Each teacher shall have thirty (30) employment days after posting to file written objection to his/her ranking and shall detail the alleged specific error in the ranking. Failure to make such timely objection shall be deemed acceptance of the ranking and the teacher cannot thereafter challenge his/her seniority for the school term.

M. Lead Teacher Positions
Seventeen (17) teachers shall be hired for the position of Lead Teacher and shall receive an annual stipend per school year. The amount of the stipend shall be based on the number of teachers for whom the Lead Teacher is responsible, excluding themselves, but including Special Education and ELL teacher they are responsible for, as specified below:

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<tr>
<th>Non-Core Lead Teachers</th>
<th>Core Lead Teachers</th>
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<tr>
<td>10 teachers or fewer</td>
<td>10 teachers or fewer</td>
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<td>$6,500</td>
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<td>11-15 teachers</td>
<td>11-15 teachers</td>
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<td>16-20 teachers</td>
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<td>21 or more teachers</td>
<td>21 or more teachers</td>
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<td>$8,500</td>
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</tbody>
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Guidance Lead Counselors shall be paid a stipend of $5,000.

Two Special Education Liaisons shall be hired for the 2013-2015 school years and paid a stipend of $6,000 per year. These positions shall be eliminated after the 2014-2015 school year.

PLT leaders shall receive a stipend. Each department shall receive a consistent dollar amount based upon past practice to be divided amongst the PLT leaders.

Lead Teacher shall not be assigned a supervision. An Assistant Lead Teacher will be hired to assist each Core Lead Teacher and the Foreign Language and Physical Development Lead Teachers. Each Assistant Lead Teacher will be paid a stipend of $1,500. Business, Fine Arts and Industrial Technology Lead Teachers shall have a release period to compensate for travel between buildings.

The job descriptions of the Lead Teacher, Assistant Lead Teacher, Lead Guidance Counselor and Special Education Liaison shall be filed under separate cover.
N. **Mentoring Committee**
The Administration will convene a committee a minimum of twice yearly, once a semester, to plan and evaluate a mentoring program. The committee will be made up of a number of Administrators, Lead Teachers and Union Leadership as decided by the committee.

O. **Appendix B Committee**
The Administration will convene a committee a minimum of twice yearly, once a semester, to plan and evaluate Appendix B positions. The committee will be made up of a number of Administrators, Union Members as decided by the committee. The role of the committee will be to review and evaluate existing Appendix B positions, possible new positions and categories for any new or existing positions. The committee will decide the rules and norms for the committee which shall be kept under separate cover.

**ARTICLE VII**

**LEAVES OF ABSENCE**

A. **Sick Leave**
At the start of the 2014-2015 school year, each regular full-time Schedule A and B teacher who begins the school year as a paid employee of the District shall be entitled to 12 (twelve) sick leave days with full pay per school year. Schedule C teachers shall receive 5 (five) sick days with full pay per school year, unless they are established under TRS Tier 1 or 2. Sick leave shall accumulate without limit.

Employees who:
- Accumulate 90 unused sick days, shall receive two (2) additional sick days for each applicable year
- Accumulate 120 unused sick days, shall receive four (4) additional sick days for each applicable year
  - Accumulate 140 unused sick days, shall receive six (6) additional sick days for each applicable year
  - Accumulate 180 unused sick days, shall receive eight (8) additional sick days for each applicable year

Employees who do not use any sick days shall receive five (5) extra sick days per applicable year.

Employees who are not sick on any Monday, Friday, Institute Days, and the day before or after an Institute Day or holiday shall receive 5 extra sick days.

Use of personal days shall not affect the ability to receive sick leave ‘bonus’ days. Employees on any unpaid leave shall not be eligible to receive sick leave ‘bonus’ days.

The provisions related to sick day accumulation and ‘bonus’ days shall sunset June 30, 2018.

The Board may require a physician's certificate, or if the treatment is by prayer or spiritual means, that of a spiritual advisor or practitioner of such person's faith, as a basis for pay during leave after an absence of three (3) consecutive days for personal illness, or 30 days for birth or as it may deem necessary in other cases. If the Board does require a physician's certificate or a certificate from a spiritual advisor as a basis for pay during leaves of less than three (3) consecutive days, the Board shall pay, from school funds, the
expenses incurred by the teacher or other employee in obtaining the certificate. For paid leave for adoption or placement for adoption, the Board may require that the teacher or other employee provide evidence that the formal adoption process is underway, and such leave is limited to 30 days unless a longer leave has been negotiated with the exclusive bargaining representative.

If an employee leaves employment of the District prior to the end of the school term, the number of days granted in Paragraph one above shall be reduced pro-rata by the portion of the school term the employee is no longer employed by the District. The employee will be held liable to repay the District for days used and not earned. If the employee does not work the entire year due to a leave, the allocation of sick days will be prorated based upon the number of days physically worked divided by the number of days in their contract. Any reduction will be from accumulated sick leave or deducted from the employee’s last paycheck of the year. Sick leave for employees hired after the start of the school term or year or who begin paid status after the start of the school term or year shall be pro-rated accordingly.

Sick leave shall be interpreted to mean personal illness, quarantine at home, serious illness or death in the immediate family or household, or others, as determined by the Administration, or birth, adoption, or placement for adoption. Such decision shall be non-precedentia1. The immediate family for purposes of this Section shall include: spouse, children, parents, parents-in-law, brothers, sisters, grandparents, great-grandparents, grandchildren, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, and legal guardians or wards. Sick leave shall not be applicable to surgical or other procedures, which may be postponed without significant medical effect to the summer or a school holiday or a vacation period. Serious illness shall be defined as that which jeopardizes the life of the family member or a medical emergency, which confronts a family member.

The exact number of sick days to which each employee shall be entitled during the school year shall be made available through the applicable employee management system.

B. Funeral Leave
Funeral leave of a maximum of three (3) workdays shall be granted for each death in the immediate family as defined above and grandparents of spouse. Funeral leave of one (1) workday shall be granted for each death of an aunt, uncle, niece, or nephew if the employee utilizes such day for attendance at the funeral. Additional funeral leave may be granted by the Superintendent. Funeral leave shall be non-cumulative.

C. Personal Leave
Beginning in 2014-2015, each full-time Schedule A and B teacher shall be allowed up to three (3) work days non-cumulative personal leave for each school year at full pay. Each full-time Schedule C teacher shall be allowed up to three (3) work days non-cumulative personal leave for each school year at full pay. Except in case of emergencies, two (2) work days written notice of the necessity for personal leave shall be submitted to the Superintendent or designee. In the case of emergency or in the event it is not possible to give the two (2) work days notice, the emergency shall be explained to the Superintendent or designee who may grant such leave. The work day immediately preceding or immediately following a legal holiday or school recess shall not be recognized as a personal leave day except in case of emergency, religious holiday or other appropriate unavoidable conflict. Unused personal leave days shall accumulate as sick leave.

Personal business, as defined herein, shall mean an activity that requires the employee’s presence 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 any activity producing taxable income (other than the sale of the employee's residence). Employees shall not be required to provide the specific reason for the leave, but shall affirm that such use is consistent with the provisions of this Section. Personal business may include, but is not limited to, attending weddings, graduations, and religious obligations along with taking a child to or from college.

Personal days cannot be used in the first or last week of school unless preapproved for dropping off/picking up college dependents.

The employee will be held liable to repay the District for days used and not earned. If the employee does not work the entire year due to a leave, the allocation of sick days will be prorated based upon the number of days physically worked divided by the number of days in their contract. Any reduction will be from accumulated sick leave or deducted from the employee's last paycheck of the year.

In addition to the above, upon written application to the Superintendent or designee, at least five (5) days in advance, the Board shall grant an employee a leave of absence without loss of pay for one (1) work day during each school year for the purpose of observing a recognized religious holiday of the employee's faith. This leave shall not be applicable to any religious observance which does not compel absence from employment.

D. Unpaid Leaves of Absence
1. Types of Unpaid Leaves

Employees may be eligible for unpaid leaves of absence for any of the following reasons subject to the general conditions for leave (Subsection E.2. below) and any other specific conditions which may apply as set forth in Subparagraphs E.1.a. through E.1.e. below.

   a. Parental Leave

      Any teacher who has entered upon contractual continued service, any third and fourth year probationary teacher, and any classified employee who has completed two (2) full years of service in the District, shall be entitled to parental leave without pay, and without other benefits except as provided in the Family and Medical Leave Act of 1993 (FMLA), subject to the general conditions of Subsection E.2. below. The effective dates of the leave shall be determined pursuant to Subparagraph E.2.c. below.

      Nothing in this Subsection shall be construed as requiring any employee to apply for a parental leave. An employee not eligible for or not desiring parental leave may utilize accumulated sick leave during any period of disability related to her pregnancy as follows. Prior to the delivery of the child, the employee is entitled as much leave as a qualified medical professional determines is necessary as a result of an employee's disability related to pregnancy, provided that the employee submits documented proof of such determination. After the delivery of the child, the employee is entitled to thirty (30) work days sick leave to be utilized within forty-two (42) calendar days. If a qualified medical professional determines that the employee requires additional sick leave or disability time beyond the forty-two (42) day period, then the employee shall be entitled to those days upon submission of proper documentation, only in this instance shall said employee be allowed to use additional sick leave. If such employee shall have exhausted accumulated sick leave, the employee shall be granted a leave of absence without pay, and without other benefits except as provided in the FMLA and Illinois School Code during such period of disability subject to Subparagraph E.1.b. and Subsection E.2. below.
b. **Disability Leave**

Any employee who is temporarily disabled and has exhausted all available sick leave shall be entitled to disability leave without pay, and without other benefits except as provided in the FMLA and TRS subject to the general conditions of Subsection E.2. below. Such leave shall be for temporary disability only.

If an employee has provided the District with a physician’s statement which states that the employee is fit and able to return to work, but the District has obtained a physician’s statement which states that the employee is not fit and able to return to work, then the District may require the employee to remain away from work by placing the employee on paid administrative leave without loss of sick leave until such time as the physicians of both the employee and the District are in agreement as to the fitness and ability of the employee to return to work. If the physicians are unable to agree on the employee’s fitness and ability to return to work within one (1) week of being notified by the parties of the other physician’s conflict of opinion, a third physician mutually selected by the District and the Union shall assess the employee’s fitness and ability to return to work. Both the District and the employee agree to abide by the third physician’s opinion. The employee shall reasonably cooperate with the District in assisting the physicians in making a timely determination. If the physicians agree or the third physician determines that the employee should not have returned to work, then the District shall deduct the amount of paid administrative leave which was paid out to the employee from the employee’s salary or sick leave. If the physicians agree or the third physician determines that the employee should have returned to work, then the employee shall be allowed to retain the amount of paid administrative leave which was paid out to the employee.

c. **Unpaid Sabbatical Leave**

Any teacher may request a leave without pay or other Board paid benefits for the purpose of engaging in study at an accredited college or university and reasonably related to his/her professional responsibilities, participating in exchange teaching programs in other school districts, states, territories, or countries; foreign or military teaching programs; the Peace Corps; employee Corps of Job Corps as a full time participant in such programs; or a cultural travel or work program related to his/her professional responsibilities; to serve as a consultant or director of a teacher center; or for other such purposes as determined by the Board and subject to the general conditions set forth in Subsection E.2. below.

d. **Public Office Leave**

A leave of absence shall be granted to any employee for the purpose of serving in a state or national public office to the extent necessary for such activities subject to the general conditions of Subsection E.2. below.

e. **Part-Time Leave of Absence**

Upon written request of the employee and approval of the Board, a non-probationary employee may be granted a Part-Time Leave of Absence. This may be on a daily basis, on a weekly basis, or a combination of the two. The granting of a Part-Time Leave of Absence shall have no effect on the tenure or non-probationary status of the employee.

If granted, Part-Time Leaves of Absence shall be for specific periods of time. This time period shall not be greater than one (1) calendar year; however, the employee
may ask for renewal of the Part-Time Leave of Absence and it may be granted at
the sole and non-precedential discretion of the Board.

Employees on Part-Time Leave of Absence shall receive pay and benefits on a
basis prorated to the proportion of active non-Leave of Absence employment.
Seniority shall accrue proportionately to the time actively at work. Whenever an
employee works the equivalent of fifty percent (50%) or greater of a work year
during one (1) or more work years (whether part of each work day for the full work
year or the full work day for part of the work year), that employee shall be eligible to
advance on the salary schedule the next school year. Time worked in excess of
fifty percent (50%) shall not be cumulative.

2. General Conditions for Leaves of Absence
   Unless otherwise set forth in this Agreement, any leave of absence granted by the Board
   for the reasons stated in Subsection E.1. above is subject to the following general terms
   and conditions:

   a. Time Lines for Requesting Leaves
      Application for an unpaid leave shall be made in writing to the Superintendent or
designee at least ninety (90) calendar days prior to the proposed start of the leave,
except if the reason giving rise to the leave request occurs after the ninety (90)
calendar day deadline. Except for parental leave or leaves for which the reason giving
rise to occurs later than the deadline, leaves for the following school year shall have
applications submitted no later than February 1 of the preceding school year.

   b. Medical Substantiation
      Any request for a leave based upon personal medical reasons shall be accompanied
by a physician’s statement including the nature, anticipated extent, and duration of
medical disability. If requested in writing by the District, evidence from a qualified
physician indicating the employee’s ability to perform all assigned duties shall be
submitted at least seven (7) calendar days prior to the return of any employee on an
unpaid leave for personal medical reasons.

   c. Sick Leave
      Sick leave shall not be applicable during the period of any unpaid leave, except upon
mutual agreement on a non-precedential basis between the employee and the
Superintendent in the interests of continuity of instruction. Any accumulated sick leave
available at the commencement of the leave shall be available to the employee upon
return to regular employment in the District.

   d. Insurance Benefits
      An employee on an unpaid leave of absence may maintain insurance benefits by
making timely payment of all premiums which may be due to the Business Office or
elsewhere pursuant to its direction. Nothing in this Subparagraph shall be deemed to
deprive any employee of paid insurance benefits provided for in the FMLA.

   e. Notice of Intent to Return
      Any employee granted an unpaid leave shall advise the Superintendent or designee in
writing no later than February 1 prior to the termination of such leave that he/she
intends to return to regular employment. Failure to advise the Superintendent or
designee of intent to return as required by this Subparagraph shall be treated as an
election not to return to regular employment and as a resignation from the District.

   f. Non-tenured Teachers and Other Employees
      A leave may be granted to an employee with less than two (2) full years of service to
the District by action of the Board, subject to all the conditions applicable to a tenured
teacher, provided the term of such leave shall not be considered in computing full-time employment under Section 24-11 of The School Code for purposes of continuous employment necessary to attain contractual continued service status. Upon return from such leave, the teacher shall be considered to have commenced the first probationary year. However, leaves taken in accordance with the District’s Family and Medical Leave Policy (FMLA) and the Family Medical Leave Act and/or leaves of absence of ninety (90) working days or less shall not constitute a break in probationary service with the District.

The granting of unpaid leave to any employee with less than two (2) full years of service to the District shall not constitute a precedent for the granting or withholding of leave to any other such employee. Each request shall be judged on its own merits and shall be within the sole discretion of the Board. Nothing in this Subparagraph shall be deemed to deprive any employee of any right to a leave as provided for in the FMLA.

g. **Advancement on Compensation Schedule After Leave of Absence**
   For purposes of advancement on the compensation schedule or receiving the regular wage rate increase, an employee who shall be regularly employed one half (1/2) or more of the working days for that employee during that employee’s work year shall be entitled to advancement thereon or wage rate increase as though the entire year had been completed.

h. **Board Discretion**
   Notwithstanding the general conditions set forth above, the Board retains the sole discretion to grant or extend any discretionary unpaid leave of absence under any conditions deemed appropriate. The granting or denying of an unpaid leave or extension shall be non-precedential with respect to any other request for leave by an employee in the District. Nothing in this Subparagraph shall be deemed to deprive any employee of any right to a leave as provided for in the FMLA.

i. **Eligibility for Further Leaves**
   Anything in the Section to the contrary notwithstanding, an employee who has been granted an unpaid leave of absence shall not become eligible for a subsequent leave unless and until such employee has returned to regular employment for at least one (1) complete school term, provided, under exceptional circumstances, the Board may grant such leave in its sole and absolute discretion. The granting or withholding of such leave shall be without precedential effect. Nothing in this Subparagraph shall be deemed to deprive any employee of any right to a leave as provided for in the FMLA.

j. **Employer Rights - FMLA**
   Nothing in ARTICLE VII, LEAVES OF ABSENCE, E, Unpaid Leaves of Absence, shall be construed to deprive the Board of any employer rights provided for in the FMLA.

E. **Military Leave**
   The contractual continued service status of a teacher shall not be affected by virtue of his/her induction or enlistment for military duty in any branch of the armed forces of the United States. Probationary teachers who are inducted into the military service of the United States shall be granted leave without pay; such leave shall not exceed five (5) years.

The period of time of the leave and of any year of employment which shall be less than an entire school term shall not constitute any time necessary for employment prior to achieving tenured status.
F. **Professional Leave**
Upon approval of the Superintendent or designee, teachers may attend with full pay professional conferences, meetings, or workshops. Upon approval, teachers may also be reimbursed for necessary out-of-pocket expenses incurred in such attendance. Application for leave to attend such meetings shall be submitted in writing to the Superintendent or designee as soon as practicable. If timely application for leave for activities is denied by the Principal, the appeal may be brought to the Assistant Superintendent for Instructional Services.

Professional leave shall be approved and distributed among staff on an equitable and consistent basis. The Union acknowledges that equitable and consistent application does not mean pure quotas or an even numeric distribution, and that several other factors also must be considered. This Paragraph shall be considered non-contractual in nature in order to allow the parties an opportunity to monitor the issue. Consequently, grievances arising under this Paragraph shall not be processed beyond the Superintendent level.

G. **Jury Duty & Court Leave**
The Board shall pay the regular salary to employees subpoenaed as witnesses or called to serve as jurists. The employee shall return the pay received for jury duty to the District.

H. **Accident Leave**
In case of any accident or injury arising out of and in the course of employment, and while the employee is acting pursuant to Board policy, the involved employee shall make every effort to report the incident immediately according to District procedures. The Board shall continue the employee’s wages in full until Worker’s Compensation payments begin and after such payments begin, the Board shall pay the difference between Worker’s Compensation payments and the contractual salary or wages of the employee for a period not to exceed thirty (30) calendar days. All such payments shall be without reduction in accumulated sick leave of the employee. This Paragraph shall cease to be effective on such date, as the employee shall qualify for disability benefit under the Illinois Teachers’ Retirement System or the Illinois Municipal Retirement Fund.

I. **Emergency School Closing**
When the school is officially closed by the Superintendent, no leave days previously arranged by an employee shall be deducted for such emergency days.
ARTICLE VIII

COMPENSATION AND FRINGE BENEFITS

A. Payroll Procedure

1. Teachers' paychecks shall be issued on the last scheduled Friday payday in the month of August and thereafter bi-weekly on Friday. If the regular pay date falls on a day when school is not in session (except during summer recess), checks shall be issued on the last day of the school session preceding the regular pay date.

2. Any balance in the Board's contractual salary due a teacher shall be paid to that individual on the second payday after the last day of pupil attendance.

3. All coaches and sponsors currently receiving payment for Appendix B activities shall have the choice to receive such payment with regular salary or to receive payment at the end of each season, provided that the coaches and sponsors notify the District of their choice within two (2) weeks of being notified that he or she has received the position. If the coach or sponsor has not notified the District of his or her choice during the two (2) week period, the coach or sponsor shall receive their pay with regular salary. For purposes of this paragraph, the end of the season for all Fall activities will be the last pay day in October. The end of the season for all Winter activities will be the last pay day in February. The end of the season for all Spring activities will be the last pay day in May. Coaches and Sponsors of yearlong activities may elect to receive one-third (1/3) of their stipends on each of the above dates. If an employee who is scheduled to be a coach or sponsor receives payment with regular salary in advance of performing the assignment and then does not perform the assignment, the District shall have the right to recover the advance payment through payroll deduction on whatever schedule it deems appropriate, with notice to that employee; alternatively, the employee shall reimburse the District the entire amount paid in advance owed to the District.

Except as provided below, paychecks shall be evenly divided by the expected yearlong wages to be earned, and shall be paid as with the first payday for regular part-time employees, wages shall be evenly divided over twenty-four (24) checks or twenty-six (26) checks, with the final check issued on the last scheduled Friday payroll in June or the last scheduled Friday payroll in July, respectively. Any corrections because of adjustments such as unpaid leave, overtime, and the like, shall be made as soon as practicable.
B. Insurance and Other Benefits

1. Amount of Contribution and Policies of Insurance

   Beginning July 1st, 2014, The Board shall contribute for each full-time teacher and for each regular full-time and regular part-time classified employee one hundred percent (100%) of the cost of the premium for individual coverage for a group hospital/major medical policy of insurance. The Board shall also contribute:

**PPO 500**

   - **Single**: 100% premium covered by the district
   - **Employee + Spouse**: Single premium + $100 per month
   - **Employee + Children**: Single premium + $160 per month
   - **Family**: Single premium + $600 per month

**PPO 750**

   - **Single**: 100% premium covered by the district
   - **Employee + Spouse**: Single premium + $90 per month
   - **Employee + Children**: Single premium + $135 per month
   - **Family**: Single premium + $565 per month

**HMO Illinois**

   - **Single**: 100% premium covered at HMO Illinois premium rate
   - **Employee + Spouse**: The Board will contribute an amount equal to the monthly single premium for PPO 500
   - **Employee + Children**: The Board will contribute an amount equal to the monthly single premium for PPO 500
   - **Family**: The Board will contribute an amount equal to the monthly single premium for PPO 500 + $200 per month

**HMO Blue Advantage**

   - **Single**: 100% premium covered at HMO Blue Advantage premium rate
   - **Employee + Spouse**: The Board will contribute an amount equal to the monthly single premium for PPO 750
   - **Employee + Children**: The Board will contribute an amount equal to the monthly single premium for PPO 750
   - **Family**: The Board will contribute an amount equal to the monthly single premium for PPO 750 + $175 per month

Except as otherwise provided herein, such coverage shall be for twelve (12) month periods commencing July 1. Such group hospital/major medical policies of insurance shall provide no less coverage than the policies selected by the Board and Union for the 2004-05 insurance year except with respect to changes that are required to be made at the initiation of the insurance carrier.

Teachers who are leaving the District for reasons other than retirement shall have insurance provided by the District through June 30th.

The Board shall also contribute for such employees the cost of the premium for thirty thousand dollars ($30,000) of group life insurance and individual coverage under a group dental policy of insurance. Such dental policy shall provide no less coverage than that in effect during the previous insurance year. Except as otherwise provided herein, such coverage shall be for twelve (12) month periods commencing September 1.

Premiums and costs shall be allocated to the year in which the coverage or event occurs and without regard to billing date or date of presentation of invoice.
Anything in the Agreement to the contrary notwithstanding, the Board’s obligation to continue any insurance coverage or other program hereunder shall cease thirty (30) calendar days after termination of employment.

All insurance coverage shall be for twelve (12) calendar months commencing as nearly as practicable to the beginning of the school term, provided that for newly employed teachers coverage shall commence as soon as the carrier shall permit but in no event more than thirty (30) calendar days following acceptance of the application by the carrier.

Employees shall be eligible for a one-time $500 cash incentive for movement from HMO single to PPO single insurance coverage.

2. **Section 125 Plan**
   a. The Board shall establish an IRS Section 125 Plan. The purpose of this plan is to tax shelter employee premiums, non-reimbursed medical expenses and dependent day care costs.

   b. The Board shall pay any upfront fees and costs incurred in initiating this plan. Each employee who chooses to participate shall pay any monthly fees required for such participation.

3. **Insurance Advisory Committee (IAC)**
   a. The Insurance Advisory Committee shall be comprised of three (3) members to be appointed by the Superintendent and three (3) members to be appointed by the Union President. The IAC shall meet not less than quarterly. The IAC shall advise the Board and the Union on issues related to the Group Medical and Dental Insurance Plan ("GMDIP"), including:

   1) risk and premiums;
   2) coverage;
   3) carrier/vendor/Third Party Administrator;
   4) available options;
   5) structure of insurance coverage;
   6) other issues related to the GMDIP.

   b. The IAC shall receive from the District and Union all information necessary to adequately study these issues.

   c. An agenda of matters to be discussed by either party shall be provided to the other, in writing, no less than three (3) workdays prior to an IAC meeting.

   d. Any recommendation of the IAC shall be negotiated by both the Board and the Union prior to implementation.

   e. The IAC shall initiate its meetings by October 1st each year. It shall submit its recommendation to the Board no later than April 30th. If no recommendation is made to the Board by April 30th, then the parties shall proceed to abide by the provisions of paragraph (d) of this subsection. If either party rejects the recommendation in part or in whole or fails to take action within thirty (30) days of the recommendation, then the parties shall proceed to abide by the provisions of paragraph (d) of this subsection.
4. **National Health Care Reform**

a. For purposes of this Paragraph, fringe benefit shall be defined as any compensation other than direct wages that are received by an employee under the terms of this Agreement which are financed either wholly or in part by the employer, or by means of a salary reduction agreement between the employer and the individual employee.

b. If a change in applicable federal or state statute causes a previously untaxed fringe benefit to become a portion of an employee's taxable compensation, then the parties agree to reopen the Agreement for renegotiations; the Agreement shall be reopened for negotiation only to the extent necessary to deal with the specific fringe benefit(s) which has heretofore been untaxed but which may have become taxable. The sole purpose of reopening portions of this Agreement for renegotiations as described herein shall be to reduce, insofar as possible, any additional tax liability which an employee might suffer as a result of the change in applicable federal or state statute.

c. If a change in applicable federal or state statute causes a substantive change in the benefit level, structure, or delivery system of a fringe benefit, then the parties agree to reopen the Agreement for renegotiations; the Agreement shall be reopened for negotiation only to the extent necessary to deal with the specific fringe benefit which is subject to a change as described herein. The sole purpose of reopening portions of this Agreement for renegotiations as described herein shall be to bring applicable provisions of the Agreement in compliance with applicable federal or state statute.

d. Nothing in this Section shall be construed to require any increase in the Board's contribution as provided for in Subsection B. 1. above, except that if any change in applicable federal or state statute requires a change in such contributions, then the parties agree to reopen this Agreement for renegotiations on that issue.

5. **Domestic Partner**
Warren recognizes domestic partnerships for health care benefits as per applicable laws. Should the laws change to no longer recognize domestic partnerships, Warren reserves the right to maintain these benefits.

C. **TRS Contributions**
The Board shall remit for each teacher the full employer percentage required by law.

D. **Job Postings**
Any job vacancy shall be posted for a period of not less than five (5) working days before being permanently filled. A temporary employee may be employed during this posting period if needed; however, no position shall be permanently filled until the end of the posting period. Employees may apply for the posted position subject to the posted terms and conditions. If an employee is not selected, upon written request, the employee shall be given the reasons for the decision in writing.

E. **Compensation and Wages for New Employees**
All new teachers will be hired at BA 1 or MA 1 depending upon positions.
F. **Horizontal Movement on Compensation Schedule**

1. Teachers shall typically take graduate level courses at or through an accredited four year college or university that must pertain to District school improvement goals including but not limited to RII, professional learning team departmental goals, CRISST training, differentiated instructional techniques, scientifically based effective teaching techniques, scientifically based classroom management techniques, and curriculum in the subject area in which the teacher is certified, or in the field of education, in order to move horizontally on the Compensation Schedule. Coursework or seminars related to coaching or activity sponsorship responsibilities will not be approved.

   Both in person and on line course work will be accepted for lane change and tuition reimbursement as long as the on line course work includes interactive activities. In the context of an online course, an 'interactive' course is one in which participants must log in at the same time and interact with each other as in a face-to-face setting OR one in which the interaction must be instructor lead discussion through an on-line forum.

   All course work to be submitted for reimbursement or lane change usage must be approved by Superintendent or designee.

   A certified employee shall qualify for horizontal movement when official notice and transcripts covering courses completed is received by the Superintendent or his/her designee. All horizontal movement shall occur with the first check of the first semester. Revision of compensation shall occur retroactive to the beginning of the school term (first check) if unofficial notification is received prior to the first day of classes and an official transcript is received within thirty (30) days after the beginning of the school term.

   Schedule A employees shall be eligible for only one (1) lane change per year. Schedules B and C employees are eligible for only one (1) multiple lane change year after four (4). Beginning with year five (5), Schedules B and C employees are eligible for only one (1) lane change per year.

   In addition to the foregoing, credit for horizontal movement to the BA+15 column shall only be awarded for course credits earned following acquisition of the BA degree. Similarly, credit for horizontal movement to the MA+15, MA+30, MA+45, and MA+60/Doctorate lanes shall only be awarded for course credits earned following acquisition of the MA degree. Movement into MA+60/Doctorate lane shall end after the 2014/2015 school year. All currently MA+60/Doctorate eligible employees must have met movement requirements. Employees currently on MA+60/Doctorate lane or those achieving the step by the end of the 2014-2015 school year shall continue on the salary schedule with this designation.

   Any teacher who has been granted credit for horizontal movement for course credits earned prior to acquisition of the DA and/or MA degrees in any school year prior to the 1993-94 school year shall suffer no loss of credits because of the language of this paragraph.

G. **Overload Compensation**

If the best interests of the District require additional class assignments, the affected teacher shall be compensated per class period rate of pay times number of days worked pursuant to the appropriate Appendix of this Agreement.
H. Service Recognition Teachers
A service recognition payment shall be made to any teacher retiring from School District 121 who makes application for retirement benefits from the Teachers' Retirement System. Such payment shall be determined by multiplying the unused accumulated sick leave days of the teacher in excess of those days attributable toward retirement credit by fifty dollars ($50). This payment shall be made after retirement so as not to be considered creditable earnings.

I. Retiree Insurance or Post Retirement Bonus Payment
The Board shall pay each teacher who retires who enrolls in the Teacher Retirement System's health insurance plan or in any other plan outside the plan provided by the Board, and waives their rights under COBRA, either the retirement bonus amount of ten thousand dollars ($10,000) in one lump sum payment or two thousand four hundred dollars ($2,400) per year for a five (5) year period for the payment of single/dependent coverage, depending upon the teacher's choice. Either choice shall be payable after retirement so as not to be considered creditable earnings. This benefit will only be available to teachers who have taught for fifteen (15) years or more in the district.

J. Tax Sheltered Annuities
At the request of any employee, the Board shall make a payroll deduction to be forwarded to a tax sheltered annuity of the employee's choice.

K. Appendix B-2: Extra Duties
The Athletic Director and Activities Director will maintain a list of all employees who express interest via email in an extra duty position. These duties will be assigned on a rotating and equitable basis. No employee will be considered for a second duty until the other applicants have been given the opportunity for an extra duty assignment. Some duties will be exempt from this rotation, as they require a specific skill set. Yearly, the Athletic Director will meet with the Union President to determine these exemptions. This list will be under another cover.

L. Appendix B-1: Co-Curricular
All employees hired into a co-curricular position will be paid as noted in Appendix B-1.

M. Longevity Pay
Teacher Longevity-Master Lane or Beyond:
Each teacher on the Master lane or beyond who has received salary plus longevity on or before the 2007-2008 school year, or any teacher who is newly eligible for longevity (having spent a school year on the last step of the Master lane or beyond of the salary schedule), shall receive a salary increase of 3.5% of the teacher's prior year's salary. Longevity shall no longer appear on the salary schedule.

Hires during or after the 2011-2012 school year will receive longevity of 2.25% of the teacher's prior year's salary.

Horizontal Movement for Teachers on Longevity-Master Lane or Beyond:
If a teacher on longevity moves horizontally to a higher lane, for the year that the horizontal move is made, that teacher shall receive their prior year's salary, plus the difference at Step 16 between the old and new lanes for that year, plus the 3.5% longevity increase. For the years following, the teacher shall receive the standard 3.5% longevity salary increase of 3.5% of the teacher's prior year's salary (inclusive of the difference at Step 16 amount and the prior year's 3.5% increase) as before the horizontal move was made by the teacher.

For example if an employee on longevity with a Masters in 2006-2007 school year making $77,495 in 2006-2007 horizontally moves to Masters +15 in the 2007-2008 school year, this employee shall receive $77,495 (the prior year's salary) plus the difference between step
16 MA and step 16 MA +15, which in 2007-2008 is $78,932 minus $76,914 (which is $2,018) plus 3.5% increase.

$77,495
$79,513
$82,295.96

*The preceding example does not apply to those on 2.25% longevity.

N. Curriculum Writing
Teachers who write curriculum shall receive compensation at the rate of thirty four dollars ($34) per hour to begin in the 2015-2016 school year.

Curriculum writing shall remain a voluntary activity. Curriculum writing compensation shall accrue for any time spent writing new curricula, assessments for collection of data to satisfy state standards, or updating of established curricula, provided such time has been pre-approved by the Superintendent or designee in writing.

O. TRS Penalty Avoidance Provision
Illinois has enacted legislation which will require the District to pay a penalty to the Illinois Teachers' Retirement System ("TRS") in the form of an "excess salary contribution" for any certified employee who receives creditable earnings greater than 106% of his/her prior year's creditable earnings in any service year which is used by TRS to calculate that employee's pension annuity. Those service year's which may be subject to such a penalty are those four consecutive years of the employee's last ten years during which the employee earned his/her highest creditable earnings (typically, the last four years of the employee's career). It is the mutual agreement of both the District and the Union that every reasonable effort be taken to avoid the expenditure of the District's financial resources on such an unnecessary penalty. Consequently, those employees who are within ten (10) years of FIRST BECOMING ELIGIBLE to retire (not actual retirement) under TRS shall be compensated in accordance with the compensation terms of this Agreement, PROVIDED such compensation shall never be permitted to exceed 106% of the employee's prior year's creditable earnings. In the event that the District determines that the compensation terms of this Agreement would cause such an employee to exceed the aforementioned 106%, the District shall be authorized to make the necessary adjustments in the employee's compensation so as not to exceed the aforementioned 106% provided the District shall first notify the Union president and the employee in writing prior to making any required adjustment in compensation.

If an employee wishes to challenge a determination by the District that he/she is not within fifteen (15) years of first becoming eligible to retire, the employee may do so by providing to the District a recent copy of TRS verification of his/her creditable service, creditable earnings and age. The District shall review the matter and respond accordingly.

NOTE: For purposes of determining whether an employee has exceeded the above 106% calculation, the District shall not include any creditable earnings which are statutorily exempt from the TRS "excess salary contribution."
P. DISTRICT 121 RETIREMENT INCENTIVES – OPTION A (Non-ERO) AND OPTION B (ERO)

1. OPTION A – ENHANCED RETIREMENT BENEFIT (SALARY ENHANCEMENT, INSURANCE AND SICK LEAVE PAY)

For those certified employees who are able to achieve exemption by age (60) or service (35 years) and thereby assist the District in avoiding the penalties associated with the TRS early retirement option (ERO), and who otherwise meet the following eligibility requirements, such employees shall be entitled to an enhanced retirement benefit package.

a. ELIGIBILITY REQUIREMENTS

1. the employee must NOT be eligible for the statutory TRS Early Retirement Option Plan (For those who are ERO eligible, see the ERO retirement benefit below); and

2. must have completed at least fifteen (15) consecutive full-time teaching years of service at Warren Township High School as of his/her last teaching day with the District; and

3. must have submitted a written irrevocable retirement notice to the Superintendent or designee, no earlier than March 1st of the fifth year prior to retirement but no later than August 1st of the fourth school year prior to retirement and must have his/her retirement application accepted by TRS within 6 months following said resignation from the District; and

4. must have submitted a signed promissory note with the above mentioned retirement notice which shall provide that in the event any employee receiving the Option A benefits retires earlier than agreed under the above provisions AND such early retirement causes the District to suffer a TRS excess salary contribution/penalty, said employee shall be required to repay the difference between the salary enhancement and the ordinary salary the employee would have received under the applicable salary schedule. The promissory note shall be in the form which appears as Appendix H to this Agreement; and

5. must have submitted a TRS verification of the employee's creditable service, earnings estimated as of his/her time of retirement.

RETIREMENT BENEFITS:
For those employees who meet the above eligibility requirements, the District shall provide the following three (3) enhanced retirement benefits:

1. Salary Enhancement (6% Payments) – The District shall increase the base salary paid to the employee during his/her fifth year prior to retirement by 5% for each of the employee's final four years immediately prior to retirement, less any compensation for which services are no longer rendered by the employee. These payments shall be in lieu of the ordinary salary due under this Agreement; and

2. Post-Retirement Insurance Benefit - The District shall pay each employee who enrolls in the Teacher Retirement System’s health insurance plan or in any other plan outside the plan provided by the Board, and who waives their rights under COBRA, either the retirement bonus amount of ten thousand dollars ($10,000) in one lump sum payment or two thousand four hundred dollars ($2,400) per year for a five (5) year period for the payment of single/dependent
coverage, depending upon the employee's choice. Either choice shall be payable after retirement so as not to be considered creditable earnings and

3. Post-Retirement Unused Sick Leave Payment—The District shall pay a service recognition payment for eligible unused sick leave days. Eligibility for such payment shall be determined by multiplying the unused accumulated sick leave days of the employee in excess of those days eligible for retirement credit by fifty dollars ($50). This payment shall be made after retirement so as not to be considered creditable earnings.

2. **OPTION D—EARLY RETIREMENT OPTION (ERO)**
   For those employees who opt for the State's Early Retirement Option (ERO), such employees shall be responsible for payment of the employee's portion of the ERO payment (with the Board being responsible for payment of its portion). For retirement's effective beginning with 2011-2012 school year, the District may limit the number of employees receiving the benefit.

3. **INDIVIDUAL RETIREMENT PLANS**
   The Board reserves the right to enter into individual retirement plans in those instances that are determined by the Board to be mutually beneficial to the District and the employee, provided notice of such an individual retirement plan is given to the Union President.

4. **REOPENER IN THE EVENT OF CHANGES IN THE ILLINOIS TEACHERS' RETIREMENT SYSTEM**
   In the event of any changes to the Illinois Teachers' Retirement System which impact the District's cost, the employee's costs or otherwise affects the financial impact of these retirement benefits, both the Board and the Union reserve the right to reopen negotiations regarding any or all of the retirement benefits contained in this Agreement.

Q. **Employee Assistance Program**
The District offers an Employee Assistance Program (EAP).

R. **Tuition Reimbursement**
The Board will reimburse the cost of tuition for coursework taken in the 2013-2014 school year or thereafter by any full-time tenured teacher and regular full-time and regular part-time classified employee with at least four prior years of service to the District up to a maximum of $750 per school year ($500 for full-time third and fourth year non-tenured teachers) provided the following conditions are met:

1. The coursework is completed through an approved university or college as posted in the Faculty Lounge or approved through the criteria found herein;
2. The employee shall have attained a grade of "B" or higher or "pass" in a "pass or fail" course;
3. The employee shall submit evidence of successful completion of the course in the form of an official transcript;
4. The employee shall submit a tuition bill.
ARTICLE IX
GRIEVANCE PROCEDURE

A. Definitions
1. Any claim by the Union or an employee that there has been:
   a. a violation, misinterpretation, or misapplication of the terms of this Agreement;
   b. or violation, misinterpretation, or misapplication of any policy of the Board, shall be
      a grievance. However, classified employees and the Union on issues solely
      concerning classified employees may not grieve any alleged violation,
      misinterpretation, or misapplication of Subparagraph b. above.

2. All time limits shall consist of teacher employment days, except during the summer
   recess when “days” as used in this Article shall mean days on which the District
   Business Office is open.

3. At least one (1) Union representative may be present at any meeting, hearing, appeal,
   or other proceeding relating to a grievance which has been formally presented. Nothing
   contained herein shall be construed as limiting the right of any employee having a
   grievance to discuss the matter informally with a supervisor and having the grievance
   adjusted without intervention of the Union, provided the Union has been notified at the
   request of the employee and the adjustment is not inconsistent with the terms of this
   Agreement.

B. Formal Procedure
   The parties hereto acknowledge that it is usually most desirable for an employee and
   his/her immediately involved supervisor to resolve problems through free and informal
   communications. If, however, such informal processes fail to satisfy the employee, a
   grievance may be processed as follows:
   1. The employee, Union and supervisor shall meet at an agreed upon time to discuss
      the grievance within five (5) days of the occurrence or the date the grievant had
      knowledge of the occurrence in order to identify mutually acceptable remedies.

2. In the event that the employee, Union and supervisor cannot come to consensus,
   the Superintendent or designee and the Union president or designee shall meet
   within five (5) days in order to identify mutually acceptable remedies to be shared
   with the employee and supervisor.

3. If the grievance is not resolved in either meeting, the employee or the Union shall
   present the grievance in writing to the supervisor immediately involved within five
   (5) days from the date of the second meeting. The supervisor shall arrange for a
   meeting to take place within four (4) days after the receipt of the grievance. The
   grievant(s) shall be present for the meeting, and a Union member may be present.
   The supervisor shall provide a written answer of the grievance to the aggrieved
   employee and the union within eight (8) days after the meeting. This answer shall
   include the reasons for the decision.

4. If the grievance is not resolved at Step No. 1, then the Union or the grievant may
   refer the grievance to the Superintendent or official designee within six (6) days
   after receipt of the Step No. 1 answer or within eight (8) days after the Step No. 1
meeting, whichever is later. The Superintendent shall arrange for a meeting with
the grievant(s) to take place within five (5) days of the receipt of the appeal. A
Union member may be present. Each party shall have the right to include in its
representation such witnesses and counselors, as it deems necessary to develop
facts pertinent to the grievance. Upon conclusion of the hearing, the
Superintendent shall have eight (8) days in which to provide this written decision
with reasons to the Union.

5. If the Union is not satisfied with the disposition of the grievance at Step No. 2 or the
time limits expire without the issuance of the Superintendent’s written reply, the
Union may submit the grievance to final and binding arbitration. The American
Arbitration Association (AAA) shall be requested to provide panel(s) of arbitrators
from which one (1) shall be selected. The same procedure shall apply to Section A,
1(b) of this Article as to Article A, 1(a) same Section, except that it shall terminate
in advisory arbitration and shall not be litigable. If a demand for arbitration is not
filed within thirty (30) days of the date of the Superintendent’s decision, then the
grievance shall be deemed withdrawn.

a. Neither the Board nor the Union shall be permitted to assert any grounds or
evidence before the arbitrator, which was not previously disclosed to the other
party.

b. The arbitrator shall have no power to alter, expand, or enlarge the terms of this
Agreement.

c. The arbitrator is empowered to include in any award such financial
reimbursement or other remedies as he judges to be proper.

d. Each party shall bear the full costs for its representation in the arbitration. The
cost of the arbitration and the AAA shall be divided equally between the
parties.

e. The Board shall retain a court reporter for all arbitrations and the parties shall
share the cost of such court reporter and the arbitrator’s copy of the transcript.

C. General Provisions
1. If the Union and the Superintendent agree, Step No. 1 and/or Step No. 2 of the
grievance procedure may be by-passed and the grievance brought directly to the next
step.

2. Grievances involving more than one (1) supervisor may be initially filed at Step No. 2.

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

4. A Union representative may be present at any level of the proceedings provided herein
at the request of the employee involved therein.

5. When an employee is not represented by the Union, on its request, the Union shall
have the right to have its representative present to state its view at all formal stages of
the grievance procedure.
6. The Board and the Administration shall cooperate with the Union in its investigation of any grievance, and, further, they shall furnish the Union with readily available information requested for the processing of any grievance.

7. An employee who participates in these grievance procedures shall not be subjected to discipline or reprisal of any kind because of such participation.

8. The failure of an employee or the Union to act on any grievance within the prescribed time limits shall act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.

9. Should the processing of any grievance require that an employee or a Union representative be released from his/her regular assignment, he/she shall be released without loss of pay or benefits.

10. Hearings and conferences other than arbitration hearings under this procedure shall be conducted at the District at a time which shall afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present, to attend and shall be held, insofar as possible, after regular school hours, or during non-teaching time of personnel involved. When such hearings and conferences are held, at the option of the Administration, during school hours, all employees whose presence is required shall be excused with pay, for all such purposes. The location of arbitration hearings shall be alternated between the District and an office of the Union provided the Union has an office location available in Gurnee.

11. All documents dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

12. A grievance may be withdrawn at any level without establishing precedent, but if withdrawn shall be treated as though never having been filed.
ARTICLE X
DURATION AND RELATED TECHNICAL CLAUSES

A. Duration
This Agreement shall be effective May 13, 2014 and shall continue in effect until May 13, 2018.

B. Complete Understanding
The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto and each waives the right to bargain any additional matters during the term of this Agreement except as otherwise provided herein. The terms and conditions may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written amendment executed according to the provisions of this Agreement.

C. Savings
Should any Article, Section, or Clause of this Agreement be declared illegal by a court of competent jurisdiction, said Article, Section, or Clause, as the case may be, shall be automatically amended from this Agreement to the extent that it violated the law. The remaining Articles, Sections, and Clauses shall remain in full force and effect for the duration of the Agreement if not affected by the amended Article, Section, or Clause.

D. Amendment
This Agreement shall be subject to change or supplement at any time by mutual consent of the parties hereto. Any such change or supplemental Agreement shall be reduced to writing, signed by the parties, and submitted to the Board and Union for approval.

E. No Strike
The Union hereby agrees not to strike, or engage in, support, or encourage, any concerted refusal to render full and complete services to the School District.
IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives on this day of May 13, 2014.

FOR THE BOARD OF EDUCATION, WARREN TOWNSHIP HIGH SCHOOL, DISTRICT 121, LAKE COUNTY, ILLINOIS

John Anderson  
Board President  
5/13/14

Barbara Conway  
Board Secretary  
5/13/14

FOR THE WARREN TOWNSHIP FEDERATION OF TEACHERS, A COUNCIL OF THE LAKE COUNTY FEDERATION OF TEACHERS, LOCAL 504, IFT-AFTEFL-CIO

Tim Peterson  
Union President  
5/13/14

Cheryl Anderson  
Union Secretary  
5/13/14
### Schedule A

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Any employee on BA step 10 and BA15 step 12 will remain frozen at the salary in effect when they first enter those cells until they change to another lane.
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Any employee on BA step 10 and BA15 step 12 will remain frozen at the salary in effect when they first enter those cells until they change to another lane.
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**2017-2018**

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Any employee on BA step 10 and BA15 step 12 will remain frozen at the salary in effect when they first enter those cells until they change to another lane.
## Schedule B/C

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### Schedule B/C

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## Schedule B/C
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Any employee on BA step 10 and BA15 step 12 will remain frozen at the salary in effect when they first enter those cells until they change to another lane.
Appendix B-1
Co-Curricular Positions

CATEGORY I

Band Director
Baseball Varsity Head Coach
Basketball Boys’ Head Coach
Basketball Girls’ Head Coach
Cheerleading Head Coach
Chorus Director
Coordinator Assistant Sports (all three seasons)
Devilettes Head Coach
FBLA Head Advisor
Football Head Coach
Soccer Boys’ Head Coach
Soccer Girls’ Head Coach
Softball Girls’ Head Coach
Speech Contest Head Coach
Swimming Boys’ Head Coach
Swimming Girls’ Head Coach
Tennis Boys’ Head Coach
Tennis Girls’ Head Coach
Track Boys’ Head Coach
Track Girls’ Head Coach
Volleyball Boys’ Head Coach
Volleyball Girls’ Head Coach
Wrestling Head Coach

CATEGORY II

Band Assistant Director (2)
Baseball Assistants (5)
Basketball Boys’ Assistants (5)
Basketball Girls’ Assistants (5)
Bowling Head Coach
Cheerleading Assistant (2)
Creations Sponsor
Cross Country Boys’ Head Coach
Cross Country Girls’ Head Coach
Devilettes Assistant
FBLA Co-Advisors (2)
Football Assistants (“1
Golf Boys’ Head Coach
Golf Girls’ Head Coach
Gymnastics Varsity Head Coach
Newspaper Advisor
Soccer Boys’ Assistants (5)
Soccer Girls’ Assistants (5)
Softball Assistants (5)
Speech Contest Assistant Coach (3)
Student Council Advisors (2)
Swimming Boys’ Assistant
Swimming Girls’ Assistant
Swimming (Diving) Boys’ Coach

52
CATEGORY II (Cont.)

Swimming (Diving) Girls' Coach
Tennis Boys' Assistants (3)
Tennis Girls' Assistants (3)
Track Boys' Assistants (4)
Track Girls' Assistants (4)
Volleyball Boys' Assistants (4)
Volleyball Girls' Assistants (4)
Wrestling Assistants (5)
Yearbook Advisor

CATEGORY III

Band- Jazz Band Director (2)
Bowling Assistant
Council for Exceptional Children Advisor (3)
Cross Country Boys' Assistant
Cross Country Girls' Assistant
Drama- Full-Length Fall Play Director
Drama- Full-Length Spring Play Director
Drama Club Advisors (3)
FIRST Robotics Advisors (3)
Golf Boys' Assistant
Golf Girls' Assistant
Gymnastics Assistant
SOS Advisors (3)
Tech Team T-Squared Advisor
Winter Colorguard Advisor

CATEGORY IV

Academic Team Advisor (2)
Astronomy Club Advisor
Band- Pep Band Director
Band- Show Band Director
Drama- Full Length Play Technical Director (2)
Drama- One Act Play Director (2)
Drama- Variety Show Director
Drama- Children's Play Director
Jr. Varsity Winter Guard Advisor
Math Team Advisor (2)
MECS Advisor (2)
Multicultural Student Union Advisor (2)
National Honor Society Advisor
Science Olympiad Advisor
Ski Club Advisor

CATEGORY V

Class Sponsor- Junior Class (2)
Class Sponsor- Senior Class (2)
Drama- Variety Show Technical Director
Drama- Children's Play Technical Director
Drama- One-Act Play Technical Director
Drama- Full Length Play Costumer (2)
**Appendix B-2**

**2013-18**

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## Appendix B Level I

### 2013-2018

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Appendix B Level III

2013-2018

Appendix B Staff will receive a 1% increase above their prior year stipend. Staff does not move down a step but will move horizontally each year.

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**Appendix B Level IV**

**2013-2018**

Appendix B Staff will receive a 1% increase above their prior year stipend. Staff does not move down a step but will move horizontally each year.

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Appendix B Level V

2013-2018

Appendix B Staff will receive a 1% increase above their prior year stipend. Staff does not move down a step but will move horizontally each year.

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Appendix B Level VI

2013-2018

Appendix B Staff will receive a 1% Increase above their prior year stipend. Staff does not move down a step but will move horizontally each year.

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APPENDIX D

Warren Township High School District 121
Section R, Option A Retirement Benefits
Promissory Note (Payback Agreement)

Employee Name:

Date:

I have requested to participate in the Option A – Retirement Benefits contained in Section R of Article VIII of the 2013-2018 Collective Bargaining Agreement.

As a condition of participation, I understand that I must meet all of the requirements of Section R which include among them the following pertinent parts:

...must have submitted a signed promissory note with the above mentioned retirement notice. The promissory note shall be in the form which appears as Appendix E to this Agreement.

...must have submitted a signed promissory note with the above mentioned retirement notice which shall provide that in the event any teacher receiving the Option A benefits retires earlier then agreed under the above provisions AND such early retirement causes the District to suffer a TRS excess salary ERO contribution/penalty, said teacher shall be required to repay the difference between the salary enhancement and the ordinary salary the teacher would have received under the applicable salary schedule.

If such a contribution/penalty does result, I understand that I must reimburse the District for any retirement enhancements the District paid if the change in my retirement date will cause the District to pay an ERO “excess salary contribution” to TRS. If my retirement causes the District to pay an “excess salary contribution,” I will repay to the District an amount equal to the difference between the retirement enhancement and my ordinary, creditable earnings had I not participated in the Program. Such repayment shall be made by equal payroll deductions for the remainder of the school year in which I notify the Board of Education of my inability to fulfill the terms of the agreement. In the event that there are no remaining payroll checks due to me, any amount due to the Board of Education will be repaid over a time period established by the Board of Education.

I understand that should I default in the above referenced payment, the District shall be entitled to pursue a legal claim against me in a court of competent jurisdiction. I further agree that in the event of a default of this Promissory Note, the District shall seek not only repayment as described above, but shall also be entitled to seek reimbursement of all costs and fees incurred by the Board of Education in collecting the balance due.

By signing this agreement, I agree to the terms stated above. Failure to return this Agreement will negate my request for participation in the Plan.

I freely consent to the terms of this Agreement.

_________________________  ______________________
Name                        Date
AGREEMENT

BETWEEN THE

BOARD OF EDUCATION
WARREN TOWNSHIP HIGH SCHOOL DISTRICT #121
LAKE COUNTY, ILLINOIS

AND THE

WARREN TOWNSHIP HIGH SCHOOL
FEDERATION OF TEACHERS
A COUNCIL OF THE LAKE COUNTY FEDERATION OF TEACHERS
LOCAL 504, IFT-AFT/AFL-CIO

FOR THE SCHOOL YEARS
2013-2014
2014-2015
2015-2016
2016-2017
2017-2018

CLASSIFIED
CLASSIFIED

PREAMBLE

The Board of Education of District No. 121, Lake County, Illinois, hereinafter referred to as the "Board," and the Warren Township High School Federation of Teachers, a Council of the Lake County Federation of Teachers, Local 504, IFT-AFT/AF-WCIO, hereinafter referred to as the "Union," recognize their common aim of providing the best education possible for the youth of the District.

It is the belief that the best interests of School District No. 121 shall be served through a professional approach to education, mutual understanding, and cooperation between the School Board, the administrative and supervisory staff, and the professional teaching personnel and classified employees. To this end, free and open exchange of views is desirable and necessary, with all parties or their designated representatives, participating in deliberations leading to the determination of matters defined as negotiable in Article I, Section B.

This Agreement or any of its parts contained herein shall not be misconstrued as an attempt to establish an illegal collective bargaining device contrary to the spirit and intent of The Illinois School Code; nor shall this Agreement establish any limitation on the right of any individuals concerned with matters subject to the power of the Board of Education to approach the Board of Education at any reasonable time to discuss problems; nor shall this Agreement limit the right of any employee to join or not to join any Union or organization as he/she sees fit, or to appear before the Board of Education alone or with counsel where such appearance is appropriate; nor shall this Agreement divest the Board of Education of any legal or constitutional function or representation or vest such function to the Union.

As of its commencement date, July 1, 2013, this contract supersedes and replaces all past agreements and contracts in place between the Parties, and as such, any such prior agreements and contracts are terminated.
ARTICLE I

GENERAL PROVISIONS

A. Parties to the Agreement
This Agreement is made and entered by and between the Board of Education, Warren Township High School District No. 121, Lake County, Illinois, and the Warren Township High School Federation of Teachers, a Council of the Lake County Federation of Teachers, Local 504, IFT-AFT/AFL-CIO.

B. Scope
The Union and the Board agree that wages, hours, terms and conditions of employment, as required by law, and other matters by mutual agreement shall be negotiable.

C. Recognition
The Board recognizes the Union as the sole negotiating agent for all regularly employed full-time and part-time office, secretarial, and clerical employees, nurses, paraprofessionals, custodial maintenance and grounds, and all regularly employed full-time and part-time technology, except all administrative staff transportation department staff including bus drivers the central office staff, network administrator, substitutes, and any other position hereafter established whose responsibilities include the making of consequential recommendations to hire, transfer, assign, promote, evaluate, discharge or discipline other employees, office secretarial/clerical employees, and other confidential, supervisory and managerial employees as defined by the Illinois Educational Labor Relations Act.

It is understood that from time to time job titles and duties may change, certain jobs may be eliminated, and others may be created in their place; in such circumstance, the parties agree that the listed job titles shall serve as a guide for similar positions not listed, and the definitions in the Illinois Educational Labor Relations Act shall be used in determining whether or not a particular position is included in or excluded from the bargaining unit.

D. Definitions
1. Classified employee: all personnel represented by the Union in the negotiating unit as determined by Section C above other than teachers.
2. Regular full-time classified employee: a classified employee not in a temporary status regularly scheduled to work the District's full-time work day during the work year (twelve months).
3. Regular part-time classified employee: a classified employee not in a temporary status regularly scheduled to work the District's full-time work day for less than twelve months during the work year.
4. Employee: all employees represented by the Union in the negotiating unit as determined in Section C above.
5. Day: all references to day shall be assumed to mean work day unless otherwise noted.

E. Exclusive Rights
The Board agrees not to negotiate with any other organization or any employee individually with respect to any matter covered by this Agreement.
F. Individual Agreement
The Board shall not issue individual classified employee contracts or employment agreements during negotiations, mediation, or third party appeal or before agreement has been reached between the Board and the Union, except that the Board may issue individual contracts to probationary and newly employed teachers whose contracts shall be adjusted to conform with any negotiation settlements.

G. Management Rights - Classified Staff
1. It is understood and agreed that the Board has and retains all the customary and usual rights, functions and authority of management.
2. The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State and of the United States, except as legally delegated through this Collective Bargaining Agreement.
3. Except as provided in the Agreement, the Board hereby retains and reserves unto itself the following rights:
   a. To execute managerial, organizational and administrative control of the District and its properties and facilities;
   b. To direct the work of its employees, determine the time and hours of operation and determine the kinds and levels of services to be provided and the methods and means of providing those services, including entering into contracts with private vendors for services;
   c. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, discipline or dismissal; and to review, evaluate, promote and assign all such employees;
   d. To establish standards of employee conduct and maintain supervisory functions which shall, in the interest of the District and its employees, support and promote effective school operations; to require employees to adhere to established policies and practices; and to require of employees ethical behavior at all times in addition to practicing sound judgment and conscientiously discharging their duties;
   e. To establish educational policies, goals and objectives; to ensure rights and educational opportunities for students; to determine staffing patterns; to determine the number and kinds of personnel required in order to maintain the efficiency of District operations with appropriate input from the Union as required by law.
   f. To build, move or modify facilities; establish budget procedures and determine budgetary allocations; and take action on any matter in the event of an emergency.
4. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, in adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the terms of this Agreement and applicable laws.
5. Failing to exercise any rights hereby reserved to it, or its exercising any such function in a particular way, shall not be deemed a waiver of the Board’s right to exercise such functions or preclude the Board from exercising the same in some other way not in conflict with the terms of the Agreement.
ARTICLE II
NEGOTIATION PROCEDURES

A. **Demand to Bargain**
   A request to negotiate a renewal or revision of this Agreement for the coming year shall be made before January 1 to be submitted in writing by the Union to the Superintendent or his/her representative or by the Board to the President of the Union. A meeting shall be held within sixty (60) calendar days of the delivery of the request. Facts, opinions, and proposals shall be freely exchanged during the meeting or meetings in an effort to reach mutual understanding and agreement on matters defined as negotiable in Article I, Section B.

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

C. **Financial Information**
   The Union shall be furnished on request all regularly and routinely prepared information concerning the financial condition of the school, including annual financial statements and adopted budget. In addition, the Board and the Administration shall grant reasonable requests for other readily available and pertinent information, which may be relevant to negotiations. Nothing herein shall require the Board to research and assemble information.

D. **Union Representatives**
   The Union shall provide the Board and the Superintendent with the names of its duly authorized representatives within twenty (20) calendar days of their appointment and shall notify them of any changes within twenty (20) calendar days there from.

E. **Impasse**
   If agreement is not reached on all items within forty-five (45) calendar days of the onset of the forthcoming school term, or all proposals have been thoroughly discussed with no indication of possible agreement, either party may declare to the other in writing that an impasse exists and call for a mediator. A written request for mediation by one party shall be considered a joint request for mediation, and the other party shall join in the request.

F. **Impasse Resolution**
   1. When an impasse has been declared, the parties shall seek to agree upon a mediator, and failure to do so within ten (10) calendar days of the call for mediation, under the preceding Section the Federal Mediation and Conciliation Service shall be requested by the parties to appoint a mediator from its staff. If for any reason it is not possible for the Federal Mediation and Conciliation Service to provide a mediator within fifteen (15) calendar days of the request to it, the parties shall join in a request to the American Arbitration Association (AAA) to provide a mediator in accordance with its procedures and practices. The mediator shall meet with the parties or their representatives, or both, forthwith, either jointly or separately, and shall take such steps, as he/she may deem appropriate to persuade the parties to resolve their differences and effect a mutually acceptable Agreement. The mediator shall not, without the consent of both parties, make finding of fact or recommend terms of settlement.
2. If agreement cannot be reached through deliberation with a mediator, the parties may agree to other third party efforts to resolve the issue, including the use of a fact finder or interest arbitrator.

3. The costs for the mediator or for persons involved with other third party efforts shall be equally shared by the Board and the Union.

G. Tentative Agreement/Ratification
   The recommendation proposed by the Negotiating Committee shall be reduced to writing and shall be recommended to the entire Board and to the entire membership of the Union. Both parties must vote to approve the proposal in order for it to become an Agreement binding upon both parties.

H. Copies of Agreement
   The Union shall assume all responsibility and cost related to the typing of this Agreement for execution by the parties. Upon execution of the Agreement, the Union shall assume all responsibility for the printing of sufficient copies of this Agreement for the parties within thirty (30) calendar days so that each employee, administrator, and Board member may have a copy. The Board shall reimburse the Union for the cost of such printing, not to exceed one thousand dollars ($1,000). The Union also agrees to provide the Board with sufficient copies for its needs.
ARTICLE III
UNION RIGHTS

A. Dues Deduction
Any employee may sign and deliver to the Board an assignment authorizing deduction of membership dues. Pursuant to such authorization, the Board shall deduct one sixteenth (1/16th) of such dues from the salary check of the employee for sixteen (16) pay dates, with the first deduction commencing with the second paycheck in October and the last deduction on the sixteenth paycheck from which dues are deducted. Such dues which have been deducted shall be remitted to the Union within ten (10) working days of such deduction. Deductions for employees delivering assignment authorizing deduction of membership dues after the second paycheck in October shall be treated on the same one sixteenth (1/16th) amount of annual dues commencing with the next salary check, at least ten (10) calendar days after receipt of the authorization, and continuing through the final scheduled deduction. An employee’s deduction assignment may be withdrawn in writing by the employee upon thirty (30) days’ notice in writing to the Secretary of the Union.

The Union agrees to indemnify and hold harmless the Board and all its agents from any and all claims, demands, suits, and costs incurred in making deductions, transmitting funds to the Union, or any other reasonable action taken or omitted for the purpose of complying with this Article.

B. COPE Contributions
Upon receipt of a voluntary authorization in writing by an employee, the Board shall deduct from the employee’s salary the amount authorized by the employee for the Lake County Federation of Teachers Committee on Political Education (COPE). Such deduction shall be made the second paycheck in October and forwarded to the Treasurer of the Union within ten (10) calendar days after such deductions were made, and the amount deducted for each, provided written authorization is received by the business office at least ten (10) working days prior to such paycheck. Union dues and COPE deductions shall be written in separate checks.

C. Fair Share
All classified employees covered by this Agreement who are not members of the Union, and so long as they remain non-members of the Union, shall 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. Payroll deduction shall occur along the same time frames as dues deduction.

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 fair share fee payment shall be deducted by the Board from the earnings of the non-member employees and paid to the Union.

Non-member employees who object to the amount of the fair share fee have the right to file an unfair labor practice charge against the Union pursuant to Paragraph 1714(b)(1) of the Illinois Educational Labor Relations Act. Additionally, non-member employees who object to the amount of the fair share fee or who have bona fide religious objections have the right to file such objection pursuant to the internal Fair Share Implementation Program procedures established by the Union. Upon any such filing (other than bona fide religious objections) 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 any and all claims, demands, actions, complaints, suits, or other forms of liability that shall arise out of or by reason of action taken by the Board for the purposes of complying with the above provisions of this Section, or in reliance on any list, notice, certification, affidavit or assignment furnished under any of such provisions.

D. **Weekly Meetings with Administration**
   Once per week, the Superintendent or designee will meet with the Union President or designee for the expressed purpose discussing Union and District issues and business in order to avoid the grievance process when possible and to act in an advisory role.

   The weekly meetings will be mutually agreed upon within the first two weeks of the first semester.

E. **Staff Congress**
   Once per semester, the building principals shall call a voluntary, after school meeting to allow Membership the opportunity to voice concerns, ask questions and offer solutions in regards to the health and direction of the District. Classified employees will be allowed to attend these meetings even if they occur during their regular work hours. A copy of the minutes of the meeting will be made available to all staff via electronic mail.

F. **School Calendar**
   The Superintendent or designee shall consult with the President of the Union or designee and shall make every effort to agree upon the school calendar prior to submission of recommendations to the Board of Education.

G. **Release Time for Union Officers**
   Upon written advanced notice to the Superintendent or designee of at least five (5) working days, a leave of absence shall be granted to the Union President and/or one (1) designee for up to two (2) work days to attend Union conventions, with the Union reimbursing the District for one-half (1/2) of the cost of the substitute(s) within thirty (30) calendar days of the request. The Union President or designee shall be granted released time to attend any grievance or arbitration conducted during the normal work day.

   The Union President and Grievance Chair shall not be assigned a supervisory period.

H. **Use of Facilities**
   The Union may use school buildings for meetings to transact official Union business for reasonable time periods. Notice of such intended use must be given the Superintendent in advance and approved as not interfering with previously scheduled use of building facilities or scheduled faculty functions. If special custodial service is required, the Board may make a reasonable charge for this service.

I. **Bulletin Boards**
   Bulletin Board space at each campus shall be provided for the exclusive use of the Union in the school for posting notices of activities and other matters of Union concern.
J. **Board Meetings/Documents**

1. The Board shall place on the agenda of Board meetings for consideration any matter brought to its attention for its consideration by the Union so long as these matters are made known in writing to the Superintendent three (3) school days prior to the regular Board meeting. Upon request of the Superintendent, the Union representatives shall meet with the Superintendent prior to the Board meeting in an attempt to resolve the problem.

2. Upon request, two (2) copies of all Board minutes shall be given to the President of the Union within forty-eight (48) hours after they have been prepared, but in no event later than the beginning of the next regular Board meeting. This may be accomplished by placing such minutes in his/her school mailbox.

3. The Board shall notify the Union of any contemplated changes of policy affecting employee working conditions not covered by this Agreement and afford the Union an opportunity to speak to this issue at the meeting of the Board at which a vote thereon is anticipated.

   The Board shall furnish the Union President with a copy of the agenda of each Board meeting, if there be such agenda, no later than ten o’clock (10:00) a.m. on the morning of such meeting.

4. Before any Board meeting, the Secretary of the Board shall provide at least one (1) of the designated representatives of the Union with the same written information that was provided the press on the night of the meeting.

5. Upon request, the Board shall furnish the Union with quarterly statements of financial position, the final budget, the annual auditor’s report, the school policy manual, and revisions after such documents have been adopted by the Board.

6. Names of newly hired employees shall be available to the Union within fourteen (14) calendar days after approval of their contracts by the Board.

K. **Institute Days**

   One hour shall be set aside on the schedule of each local institute for a Union membership meeting as determined by Union and Administration agreement. Classified employees shall be released with pay to attend Union membership meetings on institute days.

L. **Non-Discrimination**

   The Board shall not discriminate against any employee with respect to wages, hours, terms or conditions of employment by reason of his/her membership in the Union. The Union shall not permit, encourage, or otherwise discriminate against any other employee of the District that is not a member of the Union.

M. **Confidential Relations**

   The Union’s views on matters relating to supervisor-teacher or Board-teacher relationships shall not be discussed in the presence of students.
ARTICLE IV
EMPLOYEE RIGHTS

A. Legal Rights
Nothing contained herein shall be construed to deny any employee his/her rights under The School Code of the State of Illinois or under other applicable laws and regulations. This Section shall not be construed so as to incorporate into this Agreement The School Code or any other constitution, statute, regulation, or court decision, nor to make grievable hereunder pursuant to the procedures prescribed in Article IX hereof any alleged violation of such school code, constitution, statute, regulation, or court decision.

B. Appearance Before Board
When any employee is required to appear before the Board or any Board committee concerning any matter which could adversely affect the continuation of that employee in his/her employment, or his/her salary or any increments pertaining thereto, the employee shall be given reasonable prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Union present to advise him/her and represent him/her during such meeting or interview.

C. Union Activity
Employees shall have the right to organize, join, and assist employee organizations, to participate in professional negotiations with the Board through representatives of their own choosing, and to engage in other lawful activities, individually or in concert, for the purpose of establishing, maintaining, protecting, or improving conditions of employment. Employees shall also have the right to refrain from any or all such activities.

D. Employee Protection
1. Any case of assault upon an employee while on duty with the school system shall be promptly reported in writing to the Board or its designee. The Board shall provide reasonable assistance to the employee to advise the employee of his/her rights and obligations with respect to such assault, and the Board shall render all reasonable assistance to the employee in connection with the handling of the incident by the appropriate authorities, including at the request of the employee, an opportunity to submit questions regarding such matter to legal counsel provided by the Board.

2. Any employee who shall be required to be absent from his/her duties because of court proceedings or related investigations growing out of a suit against him/her for performance of his/her duties while operating within Board policy shall not suffer any loss of salary.

3. Any complaint directed toward a classified employee shall be reported to the classified employee and supervisor/designee. No disciplinary action shall be taken before an administrative-classified employee conference is held.

4. In accordance with the applicable provisions of The School Code, the Board shall provide indemnification and protection against claims and suits.

E. Use of Tobacco on School Property
1. Any from violation of the policy on the Use of Tobacco on School Property may be subject to disciplinary action, including termination.

2. With regard to the policy on the Use of Tobacco on School Property, it shall apply to all District employees, Board members, administrators, students and visitors to the District.
ARTICLE V
CLASSIFIED EMPLOYEE PERFORMANCE AND DUTIES

A. Job Descriptions
The duties of the classified employees shall be defined in accordance with their job descriptions. Job descriptions shall be developed by the Administration with timely input from the Union and/or the employee and approved by the District. A copy of the job description applicable for the employee's particular classified position shall be provided to that employee within a reasonable time upon assuming a bargaining unit position, and upon request thereafter.

B. Probationary Period
All new employees shall be probationary for the first two years of employment. During this period, the Board may terminate the employee without cause. After the probationary period, the employee may be dismissed only for cause or reduction-in-force.

C. Discipline
At any meeting with an administrator during which discipline may be considered the employee shall have the right to Union representation. Any discipline more severe than a verbal reprimand shall be progressive in nature and for cause.

D. Reduction-in-Force (RIF)
For the purposes of reduction-in-force, the bargaining unit shall be divided as follows among the classifications found in ARTICLE VIII - COMPENSATION AND FRINGE BENEFITS, Section H.
Job Classifications:
Job Classifications I (see below)
Job Classification III
Job Classification IV
Job Classification V
Job Classification VI-A, VI-B, VI-C and VI-D
Job Classification VII

Upon the decision of the School Board to reduce the number of employees, it shall designate such reduction by the job classification groupings as above. The employee with the least seniority within the job classification grouping shall be dismissed, unless the remaining employees in the job classification are not qualified to fill the job of the least senior employee. In such an event, the next least senior employee with a job that can be filled by remaining qualified employees within the classification shall be dismissed.

In accordance with ARTICLE VIII, COMPENSATION AND FRINGE BENEFITS, Section H. Job Classifications, Job Classifications I is comprised of five wage range levels. It is understood that each wage range level of employees within Job Classifications I represents a grouping of jobs whose qualifications and responsibilities are reasonably similar, with those in Level 5 requiring the greatest degree of qualifications and responsibilities. As a result, unless special circumstances to the contrary are present, employees within a level shall be considered qualified to fill the job of employees within that level and those levels with jobs requiring less qualifications and responsibilities. Conversely, unless special circumstances to the contrary are present, employees within a level shall not be considered qualified to fill the job of employees in those levels with jobs requiring greater qualifications and responsibilities.
E. Personnel Files

1. Employees shall be informed no later than ten (10) school days after the commencement of the school term of procedures employed by the Administration in placing materials in the employees' files and the opportunity to respond thereto unless such procedures have not changed from the preceding school term; in any case, a copy of such information shall be included in the employees' handbook each year. New employees shall be informed of such procedures within four (4) weeks of the first day of employment. In any case, an employee may submit written response to any item placed in the personnel file in accordance with the above procedures within ten (10) working days of notice of inclusion or by the end of the school term, whichever is longer. Such deadline shall be extended if additional information bearing on the item placed in the personnel file becomes available after the deadline; in such case, the employee shall have ten (10) working days from receipt of this additional information to submit a written response.

2. Each employee shall have the right, upon request, to review the contents of his/her personnel file. The employee shall make an appointment with the Principal or designee for such review. Upon the employee's written request, a Union representative may accompany the employee in this review. Such review shall be conducted in the presence of the designated administrator. Material which may be of a disciplinary nature placed in the employee's file will be removed after five (5) years if no other incidents occur during that period of time, if the employee has never been placed on remediation by the Board or receiver; a Notice of Remedy from the Board, with the written removal request being the responsibility of the employee to initiate. Confidential material, such as recommendations by colleges or universities, or evaluations by previous employers, shall not be placed in the employee's personnel file described herein.

F. Evaluation

1. A common evaluation instrument will be used in the evaluation of employees. The Union may submit recommendations to the Administration concerning an evaluation instrument, but the content of the evaluation instrument shall be at the sole discretion of the Administration.

2. Within thirty (30) working days after employment or following a significant change in the evaluation instrument, employees shall be notified of the evaluation instrument in use and expectations for their job performance.

3. Generally, work shall be evaluated on an informal, on-going basis. When deemed appropriate by the Administration, the evaluation shall include an observation of the employee’s performance. Observations shall be of reasonable length.

4. Within five (5) employee working days following the writing of the evaluation, the evaluator shall have a meeting with the employee to discuss the evaluation. At such conference, the evaluator shall give a copy of the evaluation to the employee and, thereafter, properly place the evaluation in the employee's personnel file. As part of such an evaluation, the evaluator shall seek to identify ways by which the employee may overcome deficiencies, which are noted. The employee shall acknowledge receipt of such copy by signing the evaluation. The signature of the employee does not necessarily indicate agreement with the evaluation. Within fifteen (15) employee working days of receipt of the evaluation, the employee may attach any rebuttal or comments. The attachment shall be placed in the personnel file.

5. Probationary employees will receive at least one formal evaluation each year during the two year probationary period. Beginning with the school year following completion of the two year probationary period, each non-probationary classified employee shall receive at least one (1) formal evaluation every two (2) school years.
G. Jobs Postings
Any job vacancy shall be posted for a period of not less than five (5) working days before being permanently filled. A temporary employee may be employed during this posting period if needed; however, no position shall be permanently filled until the end of the posting period. Employees may apply for the posted position subject to the posted terms and conditions. If an employee is not selected, upon written request, the employee shall be given the reasons for the decision in writing.

H. Wage Reclassification
An employee may apply for wage reclassification based on the responsibilities of the job and the duties regularly performed by the individual. An employee shall be given copies of any job descriptions upon request. The employee who wishes to apply for reclassification shall file the request, along with rationale for this change, to the immediate supervisor not more than once during the term of any Collective Bargaining Agreement; a copy of the request shall be provided to the Union, and the Union may submit its reaction to the request in writing within ten (10) work days of receipt. The supervisor shall respond with the decision, compete with rationale and response to each point in the application if denied, within thirty (30) work days of receipt of the application or the reaction of the Union, whichever is later; a copy of the response shall be provided to the Union. If the employee is not satisfied with the response, that employee may appeal the decision to the Superintendent by filing a written request to do so within ten (10) working days of receipt of the response.

The decision to the application for wage reclassification shall be forthcoming based on the merits of the request. It is not appropriate for the supervisor to deter a decision to the next collective bargaining between the Union and the Board, unless such negotiations are imminent or are already underway at the time the response is due.
ARTICLE VI

WORKING CONDITIONS - CLASSIFIED EMPLOYEES

A. **Work Day**

The typical work day for Classification I employees (office workers) is from 7:30 a.m. to 4:00 p.m. at O'Plaine Campus and from 7:00 a.m. to 3:30 p.m. at Almond Campus. Starting and ending times may be adjusted according to the needs of the District or at the mutual agreement of the employee and supervisor. Except in an emergency, the District shall provide two (2) weeks written notice before changing any regular shift hours. Each work day shall contain two (2) separate paid fifteen (15) minute duty free breaks and one thirty (30) minute unpaid duty free lunch. Breaks and/or lunch may be combined to allow a classified employee up to one (1) hour of consecutive duty free time provided that the classified employee obtains prior supervisor approval. This cannot be used at the start or the end of a work day.

The normal workday for Classification III employees (nurses) shall start ten (10) minutes before the first period and shall end ten (10) minutes after the last period. Nurses shall receive a fifty (50) minute lunch, and two (2) fifteen (15) minute break periods, one in the morning and one in the afternoon, each workday.

The normal workday for Classification IV employees (paraprofessionals) shall start ten (10) minutes before first period and shall end ten (10) minutes after last period. Paraprofessionals shall receive a fifty (50) minute lunch period, each workday.

Classification VI employees (custodial and maintenance) the District shall provide two (2) weeks written notice before changing any regular shift hours. Each work day shall contain two (2) separate paid fifteen (15) minute duty free breaks and one thirty (30) minute unpaid duty free lunch.

The normal work day for Classification VII (technology technicians) shall be from 7:30 a.m. to 4:00 p.m. at O'Plaine Campus and from 7:00 a.m. to 3:30 p.m. at Almond Campus. Technology technicians shall have a thirty (30) minute lunch break and two (2) fifteen (15) minute break periods.

Employees scheduled to work during summer recess shall work the days and hours designated by the District; the District shall provide two (2) weeks written notice before changing any regular shift hours, unless otherwise agreed to by the employee.

Each hourly classified employee shall maintain an accurate record of working time by means of a District provided timekeeping device.

If an employee, by mutual agreement with the employer, attends a training session off-site outside the employee's regular working hours, the employee shall be compensated for such additional hours, plus shall be paid the District mileage rate for travel between the District and the site. If an employee, by mutual agreement with the employer, attends a training session on-site outside the employee's regular working hours, the employee shall be compensated for such additional hours.

When the cafeteria is closed during the employee's lunch period, the lunch period shall be extended by fifteen (15) minutes, with a corresponding extension of the workday, so long as a majority of the employees in a work group desire the change; in such case, all employees in the work group shall follow the revised schedule. Work groups shall be defined as: maintenance employees; custodial employees; and secretarial employees who work in the same office area. Work groups housed in different buildings shall be treated as separate work groups.

This provision shall be subject to the right of the immediate supervisor to deny the extension of the lunch period/work day, provided such denial is not unreasonable.
B. **Overtime**

All hourly employees shall be paid one and one-half (1-1/2) times their hourly rate for hours worked in excess of 40 hours per week. Any hours worked Saturday or Sunday shall be compensated at one and one-half (1-1/2) times the regular rate regardless of the forty (40) hour rule. From among hours paid but not worked, only holidays shall count as hours worked for purposes of the FLSA forty (40) hour rule.

C. **Work Year**

The work year is based upon the legal school year running from July 1 to the following June 30. The school term shall be the one hundred eighty-two (182) days set by the Board pursuant to *The Illinois School Code*. The District may elect to declare a shutdown of school operations for bargaining unit classified employees which shall be unpaid, unless the employee elects to use available vacation or personal leave (for which no reason need be given and any proximity limitations to holidays and vacation periods are waived), in which case the employee shall be paid for such vacation days or personal leave days. There shall be a maximum of three (3) such days per work year, and all such days shall be designated no later than March 1st of the preceding school year.

Employees who are regular full-time employees shall work twelve (12) months per work year. Employees who are regular part-time employees shall work the school term and any other days before, during (includes "not in attendance" days as identified in the school calendar) and after the school term deemed necessary by the District.

The District shall inform the regular part-time employees of their work schedule for the ensuing school term and additional days deemed necessary no later than July 1. No later than July 1, the District shall inform said employees of the earliest date by which the employee may be required to start work for the ensuing school term. Nothing herein shall prohibit an employee not given the above notice from voluntarily agreeing with the District to work additional days.

For paraprofessionals and nurses, the school year shall consist of one hundred eighty-two (182) workdays. The nurses shall also have five (5) workdays for emergency purposes. Any unneeded emergency days up to a maximum of five (5) workdays shall be removed from the school year calendar. Compensation for the paraprofessionals' work year shall be as provided in ARTICLE VIII, Section I. Compensation for the nurses' work year shall be as provided in ARTICLE VIII, Section I.

The work year for regular part-time technology technicians shall consist of two hundred (200) workdays, beginning approximately August 1 of each year. The Technology Administrator shall notify the technology technicians by July 1 of each year of their start dates for the next school year.
D. **Vacations**
Each regular full-time employee shall be entitled to vacation in accordance with the following provisions:

1. **Vacation Accrual**
   Vacation shall accrue on a monthly basis during a fiscal year (July 1 to June 30) beginning with the first date of employment as a regular full-time employee, in accordance with the following rates of accrual:

<table>
<thead>
<tr>
<th>Length Of Service</th>
<th>Rate of Accrual</th>
</tr>
</thead>
<tbody>
<tr>
<td>For each full month of service</td>
<td>0.417 of a vacation day</td>
</tr>
<tr>
<td>from the first month to the 12th month</td>
<td>per full month</td>
</tr>
<tr>
<td>13th month to 60th month</td>
<td>0.833 of a vacation day</td>
</tr>
<tr>
<td>61st month to 144th month</td>
<td>1.250 of a vacation day</td>
</tr>
<tr>
<td>145th month and thereafter</td>
<td>1.666 of a vacation day</td>
</tr>
</tbody>
</table>

For purposes of this Agreement, length of service shall mean length of continuous service to the District. Length of continuous service for purposes of determining eligibility for movement from one rate of accrual to another shall be computed as of the first date of employment as a regular full-time employee and each anniversary date thereafter. The transfer of a regular part-time employee to a regular full-time position shall not be deemed an interruption in service. In such cases, the length of service shall be determined by dividing the number of years of continuous service as a regular part-time employee by one and two tenths (1.2), rounded to the nearest whole number.

2. **Eligibility for Use of Accrued Vacation for Buildings and Grounds**
   Requests for vacation for the months of June, July, and August will be processed on a first come first served basis.

E. **Holidays**
All hourly employees, including paraprofessionals paid hourly, shall be granted the day off with pay for each of the following holidays:

- Independence Day (regular full-time employees only); if Independence Day falls on a weekend, it shall be observed on the nearest weekday
- Labor Day
- Columbus Day
- Veteran's Day (when it falls on a weekday)
- Thanksgiving Day
- Thanksgiving Friday
- Christmas Eve Day (when it falls on a weekday for regular full-time employees)
- Christmas Day
- New Year's Eve Day (when it falls on a weekday for regular full-time employees)
- New Year's Day
- Martin Luther King Day
- Lincoln's Birthday (when it falls on a weekday)
- Pulaski Day
- Memorial Day
Any hours actually worked with Supervisor approval on a scheduled holiday shall be compensated at two and one-half times the hourly rate for all time worked.

If the State of Illinois or the District declares any of the above to be dropped from the list of recognized school holidays, that day shall no longer be a paid holiday. In such case, the wage rate of each hourly classified employee shall be increased by five cents ($0.05) per hour above and beyond any other increase, beginning at the start of the school year in which the change is implemented.

When a holiday falls within a period of paid leave or vacation, the holiday shall not be deducted from such leave or vacation. To be eligible for holiday pay, an employee must have been employed for fifteen (15) calendar days prior to the holiday. An employee must have worked or been authorized leave on the workday before and after the paid holiday to receive pay for the holiday.

F. School Closing
When school is canceled or shortened due to inclement weather or other emergencies, regular full-time employees shall not be required to work and shall suffer no loss or reduction in pay. Regular part-time employees shall receive no loss or reduction in pay in the event that school is closed early as a result of inclement weather or other emergencies and the shortened day qualified as a legal school day. In the event of an early closing, the released time for employees is at the discretion of the Administration. This section shall not apply to Classification VI employees.

G. Mailboxes
Employees may use the mailboxes and any intra-building mail system for personal or Union related materials, so long as such use does not disrupt the normal operation of the District. Employees shall have direct access to mailboxes, if desired, for purposes of distributing the above materials, provided such direct access does not disrupt the normal mailbox operations of the District. Use of school mail services shall be without U.S. postage unless otherwise required by the U.S. Postal Service. Furthermore, the Union shall indemnify and hold harmless the Board from any liability, damages, fines or other costs arising from the Union or any bargaining unit member's use of such mail service.

H. Assignment
1. Voluntary Transfer Between Buildings
   Classified staff employees shall have a right to request a voluntary transfer between buildings for the following school term by placing such request in writing and submitting the request to the designated administrator, no later than April 30 of the preceding school year.

   Timely submitted building transfer requests shall be honored if appropriate to do so after the Administration considers various factors. The Administration may consider continuity with the supervisor; overall distribution of experience and skill levels at each building; each individual classified staff employee's experience, strengths, and weaknesses; number of classified staff employees needed at each location; seniority in the District.

   If the transfer is not granted, the classified staff employee, upon written request, shall receive the reasons in writing. Voluntary transfer requests to vacant positions shall not be unreasonably denied.

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

   Transfer requests submitted after the April 30 deadline may be considered, but application of the provisions of this subsection shall be at the discretion of the administration.
2. **Involuntary Transfer Between Buildings**
   Before any involuntary transfer from one building to the other becomes necessary, the Administration shall first actively seek qualified volunteers as determined in accordance with the criteria below. If no volunteers are found, the Administration shall consider continuity with the supervisor; overall distribution of experience and skill levels at each building; each individual classified staff employee's experience strengths, and weaknesses; number of classified staff employees needed at each location; seniority in the District. No single criteria shall be determinative.
   The preceding paragraph does not apply to changes of assignment within each building nor transfers as a result of reduction-in-force.
   Any classified staff employee, who is involuntarily transferred, upon written request, shall receive the reasons in writing. Involuntary transfers shall not be made unreasonably. If the employee disagrees with the transfer, he/she may submit a written appeal to the Superintendent.

3. **Travel Between Buildings**
   Classified employees who are assigned workday assignments at both campuses on the same day shall be reimbursed for travel between such high schools at the District mileage rate. Requests for mileage reimbursement shall be made within 60 days.

1. **Part-Time Leaves of Absence**
   Upon written request of the employee and approval of the Board, a non-probationary employee may be granted a Part-Time Leave of Absence. This may be on a daily basis, on a weekly basis, or a combination of the two.
   The granting of a Part-Time Leave of Absence shall have no effect on the tenure or non-probationary status of the employee.
   
   If granted, Part-Time Leaves of Absence shall be for specific periods of time. This time period shall not be greater than one (1) calendar year; however, the employee may ask for renewal of the Part-Time Leave of Absence and it may be granted at the sole and non-precedential discretion of the Board.
   
   Employees on Part-Time Leave of Absence shall receive pay and benefits on a basis prorated to the proportion of active non-Leave of Absence employment. Seniority shall accrue proportionately to the time actively at work. Whenever an employee works the equivalent of fifty percent (50%) or greater of a work year during one (1) or more work years (whether part of each work day for the full work year or the full work day for part of the work year), that employee shall be eligible to advance on the salary schedule the next school year. Time worked in excess of fifty percent (50%) shall not be cumulative.
ARTICLE VII

LEAVES OF ABSENCE

A. Sick Leave
At the start of the 2014-2015 school year, each regular full-time classified employee who begins the school year as a paid employee of the district shall be entitled to a total of fourteen (14) sick leave days with full pay per school year. Each part-time classified employee begins the school year as a paid employee, shall be entitled to a total of twelve (12) sick leave days with full pay per school year. Such days shall be available at the start of the school term. Such sick leave shall accumulate without limit.

The Board may require a physician’s certificate, or if the treatment is by prayer or spiritual means, that of a spiritual advisor or practitioner of such person’s faith, as a basis for pay during leave after an absence of three (3) consecutive days for personal illness, or 30 days for birth or as it may deem necessary in other cases. If the Board does require a physician’s certificate or a certificate from a spiritual advisor as a basis for pay during leaves of less than three (3) consecutive days, the Board shall pay, from school funds, the expenses incurred by the employee in obtaining the certificate. For paid leave for adoption or placement for adoption, the Board may require that the employee provide evidence that the formal adoption process is underway, and such leave is limited to 30 days unless a longer leave has been negotiated with the exclusive bargaining representative.

If an employee leaves employment of the District prior to the end of the school term, the number of days granted in Paragraph one above shall be reduced pro-rata by the portion of the school term the employee is no longer employed by the District. Such employee is liable to repay the District for sick days used but not earned. This Paragraph shall not apply to employees who begin an unpaid leave of absence after the start of the school term. Sick leave for employees hired after the start of the school term or year or who begin paid status after the start of the school term or year shall be pro-rated accordingly.

Sick leave shall be interpreted to mean personal illness, quarantine at home, serious illness or death in the immediate family or household, or others, as determined by the Administration, or birth, adoption, or placement for adoption. Such decision shall be non-precedential. The immediate family for purposes of this Section shall include: spouse, children, parents, parents-in-law, brothers, sisters, grandparents, great-grandparents, grandchildren, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, and legal guardians or wards. Sick leave shall not be applicable to surgical or other procedures, which may be postponed without significant medical effect to the summer or a school holiday or a vacation period. Serious illness shall be defined as that which jeopardizes the life of the family member or a medical emergency, which confronts a family member. The exact number of sick days to which each employee shall be entitled during the school year shall be made available through the applicable employee management system.

B. Funeral Leave
Funeral leave of a maximum of three (3) workdays shall be granted for each death in the immediate family as defined above and grandparents of spouse. Funeral leave of one (1) workday shall be granted for each death of an aunt, uncle, niece, or nephew if the employee utilizes such day for attendance at the funeral. Additional funeral leave may be granted by the Superintendent. Funeral leave shall be non-cumulative.
C. Personal Leave
At the start of the 2014-2015 school year, each classified employee shall be allowed up to three (3) work days non-cumulative personal leave for each school year at full pay. Except in case of emergencies, two (2) work days written notice of the necessity for personal leave shall be submitted to the Superintendent or designee. In the case of emergency or in the event it is not possible to give the two (2) work days notice, the emergency shall be explained to the Superintendent or designee who may grant such leave. The work day immediately preceding or immediately following a legal holiday or school recess shall not be recognized as a personal leave day except in a case of emergency, religious holiday or other appropriate unavoidable conflict. Unused personal leave days shall accumulate as sick leave.

Personal business, as defined herein, shall mean an activity that requires the employee’s presence 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 include weddings, graduations, and religious obligations. Personal days cannot be used in the first or last week of school unless preapproved for dropping off/picking up college dependents. Personal leave shall not include any activity producing taxable income (other than the sale of the employee’s residence). Employees shall not be required to provide the specific reason for the leave, but shall affirm that such use is consistent with the provisions of this Section.

In addition to the above, upon written application to the Superintendent or designee, at least five (5) days in advance, the Board shall grant an employee a leave of absence without loss of pay for one (1) work day during each school year for the purpose of observing a recognized religious holiday of the employee’s faith. This leave shall not be applicable to any religious observance which does not compel absence from employment.

D. Unpaid Leaves of Absence

1. Types of Unpaid Leaves
Employees may be eligible for unpaid leaves of absence for any of the following reasons, subject to the general conditions for leave (Subsection D.2. below) and any other specific conditions which may apply as set forth in Subparagraphs D.1.a. through D.1.d. below.

a. Parental Leave
Any classified employee who has completed two (2) full years of service in the District, shall be entitled to parental leave without pay, and without other benefits except as provided in the Family and Medical Leave Act of 1993 (FMLA), subject to the general conditions of Subsection D.2. below. The effective dates of the leave shall be determined pursuant to Subparagraph D.2.c. below.

Nothing in this Subsection shall be construed as requiring any employee to apply for a parental leave. An employee not eligible for or not desiring parental leave may utilize accumulated sick leave during any period of disability related to her pregnancy as follows. Prior to the delivery of the child, the employee is entitled as much leave as a qualified medical professional determines is necessary as a result of an employee's disability related to pregnancy, provided that the employee submits documented proof of such determination. After the delivery of the child, the employee is entitled to thirty (30) work days sick leave to be utilized within forty-two (42) calendar days. If a qualified medical professional determines that the employee requires additional sick leave or disability time beyond the forty-two (42) day period, then the employee shall be entitled to those days upon submission of proper documentation. If such employee shall have exhausted accumulated sick leave, she shall be granted a leave of absence without pay, and without other benefits except as provided in the FMLA, during such period of disability subject to Subparagraph D.1.b. and Subsection D.2. below.

b. Disability Leave
Any employee who is temporarily disabled and has exhausted all available sick leave shall be entitled to disability leave without pay, and without other benefits except as provided in the FMLA,
(except as eligible under TRS) subject to the general conditions of Subsection D.2. below. Such leave shall be for temporary disability only.

If an employee has provided the District with a physician's statement which states that the employee is fit and able to return to work, but the District has obtained a physician's statement which states that the employee is not fit and able to return to work, then the District may require the employee to remain away from work by placing the employee on paid administrative leave without loss of sick leave until such time as the physicians of both the employee and the District are in agreement as to the fitness and ability of the employee to return to work. If the physicians are unable to agree on the employee's fitness and ability to return to work within one (1) week of being notified by the parties of the other physician's conflict of opinion, a third physician mutually selected by the District and the Union shall assess the employee's fitness and ability to return to work. Both the District and the employee agree to abide by the third physician's opinion. The employee shall reasonably cooperate with the District in assisting the physicians in making a timely determination. If the physicians agree or the third physician determines that the employee should not have returned to work, then the District shall deduct the amount of paid administrative leave which was paid out to the employee from the employee's salary or sick leave. If the physicians agree or the third physician determines that the employee should have returned to work, then the employee shall be allowed to retain the amount of paid administrative leave which was paid out to the employee.

c. **Public Office Leave**
A leave of absence shall be granted to any employee for the purpose of serving in a state or national public office to the extent necessary for such activities subject to the general conditions of Subsection D.2. below.

d. **Part-Time Leave of Absence**
Upon written request of the employee and approval of the Board, an employee may be granted a Part-Time Leave of Absence. This may be on a daily basis, on a weekly basis, or a combination of the two.

The granting of a Part-Time Leave of Absence shall have no effect on the status of the employee. If granted, Part-Time Leaves of Absence shall be for specific periods of time. This time period shall not be greater than one (1) calendar year; however, the employee may ask for renewal of the Part-Time Leave of Absence and it may be granted at the sole and non-precedential discretion of the Board.

Employees on Part-Time Leave of Absence shall receive pay and benefits on a basis prorated to the proportion of active non-Leave of Absence employment. Seniority shall accrue proportionately to the time actively at work. Whenever an employee works the equivalent of fifty percent (50%) or greater of a work year during one (1) or more work years (whether part of each work day for the full work year or the full work day for part of the work year), that employee shall be eligible to advance on the salary schedule the next school year. Time worked in excess of fifty percent (50%) shall not be cumulative.

e. **General Leave**
Any employee may request a leave without pay, and without other benefits except as provided in the FMLA and Illinois School Code, for such other purposes deemed appropriate as determined by the Board subject to the general conditions of Subsection D.2. below.
2. **General Conditions for Leaves of Absence**

Unless otherwise set forth in this Agreement, any leave of absence granted by the Board for the reasons stated in Subsection D1. above is subject to the following general terms and conditions:

a. **Time Lines for Requesting Leaves**

Application for an unpaid leave shall be made in writing to the Superintendent or designee at least ninety (90) calendar days prior to the proposed start of the leave, except if the reason giving rise to the leave request occurs after the ninety (90) calendar day deadline. Except for parental leave or leaves for which the reason giving rise to occurs later than the deadline, leaves for the following school year shall have applications submitted no later than February 1 of the preceding school year.

b. **Medical Substantiation**

Any request for a leave based upon personal medical reasons shall be accompanied by a physician's statement including the nature, anticipated extent, and duration of medical disability. If requested in writing by the District, evidence from a qualified physician indicating the employee's ability to perform all assigned duties shall be submitted at least seven (7) calendar days prior to the return of any employee on an unpaid leave for personal medical reasons.

c. **Structuring of Leave**

The employee and the Superintendent or designee shall agree on a plan for the commencement and termination of any leave of absence recommended for approval, giving primary consideration to mainenance of continuity of instruction for the students to the maximum degree possible. Unless expressly agreed otherwise, leaves shall be for a period of up to two (2) years. Such leaves shall commence upon 1) the date agreed upon by the Superintendent or designee and the employee; or 2) the actual date of disability, whichever shall first occur; provided, however, that this language shall not prevent the use of accumulated sick leave for any period of disability prior to the start of any unpaid leave of absence agreed to under the terms of this Section (also see d. below). Leaves, which commence during the summer recess, shall begin on July 1.

Nothing in this Subparagraph shall be deemed to deprive any employee of any structure of leave provided for in the FMLA.

d. **Sick Leave**

Sick leave shall not be applicable during the period of any unpaid leave, except upon mutual agreement on a non-precedential basis between the employee and the Superintendent in the interests of program continuity. Any accumulated sick leave available at the commencement of the leave shall be available to the employee upon return to regular employment in the District.

e. **Insurance Benefits**

An employee on an unpaid leave of absence may maintain insurance benefits by making timely payment of all premiums which may be due to the Business Office or elsewhere pursuant to its direction. Nothing in this Subparagraph shall be deemed to deprive any employee of paid insurance benefits provided for in the FMLA.

f. **Notice of Intent to Return**

Any employee granted a leave of absence advise the Superintendent or designee in writing no later than February 1 prior to the termination of such leave that he/she intends to return to regular employment. Failure to advise the Superintendent or designee of intent to return as required by this Subparagraph shall be treated as an election not to return to regular employment and as a resignation from the District.
g. **Employees with less than 2 years of service**
A leave may be granted to an employee with less than two (2) full years of service to the District by action of the Board, subject to all the conditions applicable to a non-probationary employee, provided the term of such leave shall not be considered in computing full-time employment. Leaves taken in accordance with the District’s Family and Medical Leave Policy (FMLA) and the Family Medical Leave Act and/or leaves of absence of ninety (90) working days or less shall not constitute a break in probationary service with the District.

The granting of unpaid leave to any employee with less than two (2) full years of service to the District shall not constitute a precedent for the granting or withholding of leave to any other such employee. Each request shall be judged on its own merits and shall be within the sole discretion of the Board. Nothing in this Subparagraph shall be deemed to deprive any employee of any right to a leave as provided for in the FMLA.

h. **Advancement on Compensation Schedule After Leave of Absence**
For purposes of advancement on the compensation schedule or receiving the regular wage rate increase, an employee who shall be regularly employed one half (1/2) of the working days for that employee during that employee’s work year or more shall be entitled to advancement thereon or wage rate increase as though the entire year had been completed.

i. **Board Discretion**
Notwithstanding the general conditions set forth above, the Board retains the sole discretion to grant or extend any discretionary unpaid leave of absence under any conditions deemed appropriate. The granting or denying of an unpaid leave or extension shall be non-precedential with respect to any other request for leave by an employee in the District. Nothing in this Subparagraph shall be deemed to deprive any employee of any right to a leave as provided for in the FMLA.

j. **Eligibility for Further Leaves**
Anything in the Section to the contrary notwithstanding, an employee who has been granted an unpaid leave of absence shall not become eligible for a subsequent leave unless and until such employee has returned to regular employment for at least one (1) complete school term, provided, under exceptional circumstances, the Board may grant such leave in its sole and absolute discretion. The granting or withholding of such leave shall be without precedential effect. Nothing in this Subparagraph shall be deemed to deprive any employee of any right to a leave as provided for in the FMLA.

k. **Employer Rights - FMLA**
Nothing in ARTICLE VII, LEAVES OF ABSENCE, D, Unpaid Leaves of Absence, shall be construed to deprive the Board of any employer rights provided for in the FMLA.

E. **Military Leave**
The contractual continued service status of a classified employee shall not be affected by virtue of his/her induction or enlistment for military duty in any branch of the armed forces of the United States. Classified employees who are inducted into the military service of the United States shall be granted leave without pay; such leave shall not exceed five (5) years.

The period of time of the leave and of any year of employment which shall be less than an entire school term shall not constitute any time necessary for employment prior to achieving non-probationary status.
F. **Professional Leave**
   A classified employee shall be released from work with full pay in order to attend a class, workshop, or seminar related to the employee's assignment if preapproved by the employee's supervisor or if such attendance is requested by the employee's supervisor.

   Professional leave shall be approved and distributed among staff on an equitable and consistent basis. The Union acknowledges that equitable and consistent application does not mean pure quotas or an even numeric distribution, and that several other factors also must be considered. This Paragraph shall be considered non-contractual in nature in order to allow the parties an opportunity to monitor the issue. Consequently, grievances arising under this Paragraph shall not be processed beyond the Superintendent level.

G. **Jury & Court Duty Leave**
   The Board shall pay the regular salary to employees subpoenaed as witnesses or called to serve as jurists. The employee shall return the pay received for jury duty to the District.

H. **Accident Leave**
   In case of any accident or injury arising out of and in the course of employment, and while the employee is acting pursuant to Board policy, the involved employee shall make every effort to report the incident immediately according to District procedures. The Board shall continue the employee's wages in full until Worker’s Compensation payments begin and after such payments begin, the Board shall pay the difference between Worker’s Compensation payments and the contractual salary or wages of the employee for a period not to exceed thirty (30) calendar days. All such payments shall be without reduction in accumulated sick leave of the employee. This Paragraph shall cease to be effective on such date, as the employee shall qualify for disability benefit under the Illinois Municipal Retirement Fund.

I. **Emergency School Closing**
   When the school is officially closed by the Superintendent, no leave days previously arranged by an employee shall be deducted for such emergency days.
ARTICLE VIII

COMPENSATION AND FRINGE BENEFITS

A. Payroll Procedure

1. Payroll checks for hourly regular part time classified employees shall be issued beginning on the first scheduled payday payroll in August and thereafter bi-weekly on Friday. If a regular payday falls on a day when employees are not working, checks shall be issued on the workday preceding the payday.

2. Any balance in the Board's contractual salary due a paraprofessional, nurse, or part-time technology technician shall be paid to that individual on the next biweekly date following the last scheduled payday date of the current school year.

3. Payroll checks for regular full time classified employees shall be issued beginning on the first scheduled Friday payroll in July and thereafter bi-weekly on Friday. If a regular payday falls on a day when employees are not working, checks shall be issued on the workday preceding the payday.

Except as provided below, paychecks shall be evenly divided by the expected year-long wages to be earned, and shall be paid as with the first payday for regular part-time employees, wages shall be evenly divided over twenty-four (24) checks or twenty-six (26) checks, with the final check issued on the last scheduled Friday payroll in June or the last scheduled Friday payroll in July, respectively. Any corrections because of adjustments such as unpaid leave, overtime, and the like, shall be made as soon as practicable.

B. Insurance and Other Benefits

1. Amount of Contribution and Policies of Insurance

   Beginning July 1st, 2014, The Board shall contribute for each full-time teacher and for each regular full-time and regular part-time classified employee one hundred percent (100%) of the cost of the premium for individual coverage for a group hospital/major medical policy of insurance. The Board shall also contribute:

   **PPO 500**
   - **Single:** 100% premium covered by the district
   - **Employee + Spouse:** Single premium + $100 per month
   - **Employee + Children:** Single premium + $160 per month
   - **Family:** Single premium + $600 per month

   **PPO 750**
   - **Single:** 100% premium covered by the district
   - **Employee + Spouse:** Single premium + $90 per month
   - **Employee + Children:** Single premium + $135 per month
   - **Family:** Single premium + $565 per month

   **HMO Illinois**
   - **Single:** 100% premium covered at HMO Illinois premium rate
   - **Employee + Spouse:** The Board will contribute an amount equal to the monthly single premium for PPO 500
   - **Employee + Children:** The Board will contribute an amount equal to the monthly single premium for PPO 500
   - **Family:** The Board will contribute an amount equal to the monthly single premium for PPO 500 + $200 per month
HMO Blue Advantage

Single: 100% premium covered at HMO Blue Advantage premium rate
Employee + Spouse: The Board will contribute an amount equal to the monthly single premium for PPO 750
Employee + Children - The Board will contribute an amount equal to the monthly single premium for PPO 750
Family: The Board will contribute an amount equal to the monthly single premium for PPO 750 + $175 per month

Except as otherwise provided herein, such coverage shall be for twelve (12) month periods commencing July 1. Such group hospital/major medical policies of insurance shall provide no less coverage than the policies selected by the Board and Union for the 2004-05 insurance year except with respect to changes that are required to be made at the initiation of the insurance carrier.

The Board shall also contribute for such employees the cost of the premium for thirty thousand dollars ($30,000) of group life insurance and individual coverage under a group dental policy of insurance. Such dental policy shall provide no less coverage than that in effect during 2004-05 insurance year. Except as otherwise provided herein, such coverage shall be for twelve (12) month periods commencing September 1.

2. Less Than Full Time Service
   a. Regular part time classified employees employed less than full time shall receive an allowance pro rata based upon the percentage of employment.

   b. Employees working less than a full year (based upon a one hundred eighty two (182) day calendar shall receive an allowance pro rata. Any insurance coverage shall be effective as soon as possible after initial employment.

3. Section 125 Plan
   a. The Board shall establish an IRS Section 125 Plan. The purpose of this plan is to tax shelter employee premiums, non-reimbursed medical expenses and dependent day care costs.

   b. The Board shall pay any upfront fees and costs incurred in initiating this plan. Each employee who chooses to participate shall pay any monthly fees required for such participation.

4. Insurance Advisory Committee (IAC)
   a. The Insurance Advisory Committee shall be comprised of three (3) members to be appointed by the Superintendent and three (3) members to be appointed by the Union President. The IAC shall meet not less than quarterly. The IAC shall advise the Board and the Union on issues related to the Group Medical and Dental Insurance Plan ("GMDIP"), including:

      1) risk and premiums;
      2) coverage;
      3) carrier/vendor/Third Party Administrator;
      4) available options;
      5) structure of insurance coverage;
      6) other issues related to the GMDIP.

   b. The IAC shall receive from the District and Union all information necessary to adequately study these issues.

   c. An agenda of matters to be discussed by either party shall be provided to the other, in writing, no less than three (3) workdays prior to an IAC meeting.
d. Any recommendation of the IAC shall be negotiated by both the Board and the Union prior to implementation.

e. The IAC shall initiate its meetings by October 1st each year. It shall submit its recommendation to the Board no later than April 30th. If no recommendation is made to the Board by April 30th, then the parties shall proceed to abide by the provisions of paragraph (d) of this subsection. If either party rejects the recommendation in part or in whole or fails to take action within thirty (30) days of the recommendation, then the parties shall proceed to abide by the provisions of paragraph (d) of this subsection.

5. **Miscellaneous Provisions**
   a. Premiums and costs shall be allocated to the year in which the coverage or event occurs and without regard to billing date or date of presentation of invoice.

   b. Anything in the Agreement to the contrary notwithstanding, the Board’s obligation to continue any insurance coverage or other program hereunder shall cease thirty (30) calendar days after termination of employment.

   All insurance coverage shall be for twelve (12) calendar months commencing as nearly as practicable to the beginning of the school term, provided that for new employees coverage shall commence as soon as the carrier shall permit but in no event more than thirty (30) calendar days following acceptance of the application by the carrier.

6. **National Health Care Reform**
   a. For purposes of this Paragraph, fringe benefit shall be defined as any compensation other than direct wages that are received by an employee under the terms of this Agreement which are financed either wholly or in part by the employer, or by means of a salary reduction agreement between the employer and the individual employee.

   b. If a change in applicable federal or state statute causes a previously untaxed fringe benefit to become a portion of an employee’s taxable compensation, then the parties agree to reopen the Agreement for renegotiations, the Agreement shall be reopened for negotiation only to the extent necessary to deal with the specific fringe benefit(s) which has heretofore been untaxed but which may have become taxable. The sole purpose of reopening portions of this Agreement for renegotiations as described herein shall be to reduce, insofar as possible, any additional tax liability which an employee might suffer as a result of the change in applicable federal or state statute.

   c. If a change in applicable federal or state statute causes a substantive change in the benefit level, structure, or delivery system of a fringe benefit, then the parties agree to reopen the Agreement for renegotiations; the Agreement shall be reopened for negotiation only to the extent necessary to deal with the specific fringe benefit which is subject to a change as described herein. The sole purpose of reopening portions of this Agreement for renegotiations as described herein shall be to bring applicable provisions of the Agreement in compliance with applicable federal or state statute.

   d. Nothing in this Section shall be construed to require any increase in the Board’s contribution as provided for in Subsection B. 1. above, except that if any change in applicable federal or state statute requires a change in such contributions, then the parties agree to reopen this Agreement for renegotiations on that issue.
C. **Compensation and Wages for New Employees**
   The following shall be the starting hourly wage rates for classified employees newly hired to the District:
   - **CLASSIFICATION I:** see Classified Staff Salary Schedule
   - **CLASSIFICATION III:** School Certified Nurses follow Certified Salary Schedule; Nurses are placed in lane V, CNA and Student Assistant Nurses are placed in lane IV
   - **CLASSIFICATION IV:** paraprofessionals not less than $14.00; job coach not less than $18
   - **CLASSIFICATION VI A-D:** not less than $11.50

   Classification I and III new hires are placed on a step on the Classified Staff Salary Table commensurate with prior experience, but not higher than an existing employee on the same level and with like experience. For other hourly employees (such as Classification VI), in determining hourly wage rates for new classified employees, no such employee shall be hired above the minimum hourly wage rates specified above except for reasonable cause, taking into account special considerations such as the new employee’s certification, qualifications, prior experience, prior job performance or special supplementary skills as such considerations relate to the position.

   The starting salary for regular part-time technology technicians shall be no less than thirty-three thousand dollars per year. The starting salary for regular full-time technology technicians shall be no less than thirty-nine thousand dollars per year.

D. **Service Recognition**
   **Classified Staff**
   A service recognition payment shall be made to any classified employee retiring from School District 121 who makes application for retirement benefits from the Illinois Municipal Retirement Fund. Such payment shall be determined by multiplying the unused accumulated sick leave days of the classified employee in excess of those days attributable toward retirement credit by fifteen dollars ($15).

E. **Tax Sheltered Annuities**
   At the request of any employee, the Board shall make a payroll deduction to be forwarded to a tax sheltered annuity of the employee's choice.

F. **Appendices**
   The attached Appendices describing the various forms of compensation are herewith a part of this Agreement.

G. **Job Classifications**
   **CLASSIFICATION I:** Secretarial employees
   - **Level 1:** Receptionist
   - Receptionist
   - **Level 2:** Clerk
   - Attendance Clerk
   - Mail Clerk/Teacher Secretary
   - Registrar Clerk/Attendance
   - **Level 3:** Secretaries & Assistants
   - Technology Department Assistant
   - Student Services Secretary
   - Administrative Secretary
   - Business Office Assistant
Level 4: Administrative Support
Educational Technology Department Secretary
Registrar
Special Education Secretary
Administrative Assistant: Curriculum
Bilingual Secretary

Level 5: Administrative Assistant
Administrative Assistant to Principal and Assistant Principal
Administrative Assistant to Buildings and Grounds
Administrative Assistant to the District Special Education Department
Administrative Assistant to the Athletic Director
Student Information System Manager

CLASSIFICATION III
Nurse
CNA
Student Assistant Nurse

CLASSIFICATION IV
Paraprofessionals
Job Coach

CLASSIFICATION VI-A: Licensed

CLASSIFICATION VI-B: Non-licensed Maintenance

CLASSIFICATION VI-C: Custodial, Grounds Staff

CLASSIFICATION VI-D: Utility Staff
District Courier
Shipping and Receiving/ Warehouse Clerk

CLASSIFICATION VII
Two (2) Lead Technology Technicians
Technology Technician

Nothing herein shall require the Board to fill each of these positions, nor is there any implication concerning the number of employees actually assigned to any of the listed positions.

H. **Classified Employee Wages**
The hourly wage rate for returning Classification I, III, IV, and VII employees, and the annual salary for technology technicians, shall be increased by 3% each year respectively for three years starting with the 2015-2016 school year. The hourly wage rate for returning Classification VI A-D Employees shall be increased by 2.25% each year respectively for three years.

Certified school nurses will be paid on the certified salary schedule.

Classification I-Level V is to be $1.00 per hour the dollar amount calculated for this same step in Level-IV, multiplied by 2030 hours to get the anticipated annual rate.

I. **Shift Differential**
In addition to the regular hourly wage rate, Classification VI classified employees shall receive a shift differential of twenty cents ($0.20) per hour for each non-overtime actual shift hour worked between the hours of 5:00 p.m. and 7:00 a.m.
J. **Longevity Pay**

Each classified employee hired after July 1, 2011 will not receive longevity pay but will be eligible for stipends for additional job-related training.

Each classified employee hired before July 1, 2011, paid on an hourly rate who has completed at least seven (7) consecutive years of employment as determined by the employment anniversary date shall receive twenty cents ($0.20) per hour in addition to the regular rate of pay. Each classified employee hired before July 1, 2011, paid on an hourly rate who has completed at least fourteen (14) consecutive years of employment as determined by the employment anniversary date shall receive forty five cents ($0.45), (i.e., $0.25 plus the initial $0.20) per hour in addition to the regular rate of pay.

**Paraprofessional and Technology Technician Longevity**

Each paraprofessional and technology technician hired before July 1, 2011, who has completed at least ten (10) consecutive years of employment as determined by the employment anniversary date shall receive one thousand dollars ($1,000) in addition to the regular annual salary. Each paraprofessional and technology technician hired before July 1, 2011, who has completed at least fifteen (15) consecutive years of employment as determined by the employment anniversary date shall receive one thousand five hundred dollars ($1,500) in addition to the regular annual salary. Each paraprofessional and technology technician hired before July 1, 2011, who has completed at least twenty (20) consecutive years of employment as determined by the employment anniversary date shall receive two thousand dollars ($2,000) in addition to the regular annual salary. The aforementioned amounts shall not be cumulative.

K. **Classified Staff Retirement Incentive**

This Section shall apply to classified staff employees only.

Upon written irrevocable retirement notice to the Superintendent or designee, no later than September 1st (or within thirty calendar days following execution of this or a successor Collective Bargaining Agreement, whichever is later) of the fourth school year prior to the one at the end of which the employee shall retire, the District shall increase the regular compensation for that employee to a total amount equal to five percent (5%) greater than the compensation amount earned by that employee during the preceding school year, plus longevity, for four (4) consecutive years. That is, the employee shall receive the Retirement Incentive increase of five percent (5%) in place of any other raise, and not in addition to any such raise.

To be eligible:

1. the employee must be eligible to retire under the Illinois Municipal Retirement Fund;

2. must have completed at least ten (10) years of service at Warren Township High School at the time the retirement is effective;

3. must have received longevity pay during the prior school year (if in a job category for which such payment is contained in the Collective Bargaining Agreement); and

4. must have submitted a signed promissory note with the above mentioned retirement notice which shall provide that in the event any employee receiving retirement benefits retires earlier than agreed under the above provisions AND such early retirement causes the District to suffer a IMRF excess salary contribution/penalty, said employee shall be required to repay the difference between the salary enhancement and the ordinary salary the employee would have received under the applicable salary schedule. The promissory note shall be in the form which appears as an appendix to this Agreement.

L. **Employee Assistance Program**

The District shall provide an Employee Assistance Program (EAP).
ARTICLE IX

GRIEVANCE PROCEDURE

A. Definitions
1. Any claim by the Union or an employee that there has been:
   a. a violation, misinterpretation, or misapplication of the terms of this Agreement;
   b. or violation, misinterpretation, or misapplication of any policy of the Board, shall be a grievance. However, classified employees and the Union on issues solely concerning classified employees may not grieve any alleged violation, misinterpretation, or misapplication of Subparagraph b. above.
2. All time limits shall consist of employment days, except during the summer recess when "days" as used in this Article shall mean days on which the District Business Office is open.
3. At least one (1) Union representative may be present at any meeting, hearing, appeal, or other proceeding relating to a grievance which has been formally presented. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with a supervisor and having the grievance adjusted without intervention of the Union, provided the Union has been notified at the request of the employee and the adjustment is not inconsistent with the terms of this Agreement.

B. Formal Procedure
The parties hereto acknowledge that it is usually most desirable for an employee and his/her immediately involved supervisor to resolve problems through free and informal communications. If, however, such informal processes fail to satisfy the employee, a grievance may be processed as follows:

1. The employee, Union and supervisor shall meet at an agreed upon time to discuss the grievance within five (5) days of the occurrence or the date the grievant had knowledge of the occurrence in order to identify mutually acceptable remedies.

2. In the event that the employee, Union and supervisor cannot come to consensus, the Superintendent or designee and the Union president or designee shall meet within five (5) days in order to identify mutually acceptable remedies to be shared with the employee and supervisor.

3. If the grievance is not resolved in either meeting, the employee or the Union shall present the grievance in writing to the supervisor immediately involved within five (5) days from the date of the second meeting. The supervisor shall arrange for a meeting to take place within four (4) days after the receipt of the grievance. The grievant(s) shall be present for the meeting, and a Union member may be present. The supervisor shall provide a written answer of the grievance to the aggrieved employee and the Union within eight (8) days after the meeting. This answer shall include the reasons for the decision.

4. If the grievance is not resolved at Step No. 1, then the Union or the grievant may refer the grievance to the Superintendent or official designee within six (6) days after receipt of the Step No. 1 answer or within eight (8) days after the Step No. 1 meeting, whichever is later. The Superintendent shall arrange for a meeting with the grievant(s) to take place within five (5) days of the receipt of the appeal. A Union member may be present. Each party shall have the right to include in its representation such witnesses and counselors, as it deems necessary to develop facts pertinent to the grievance. Upon
conclusion of the hearing, the Superintendent shall have eight (8) days in which to provide this written
decision with reasons to the Union.

5. If the Union is not satisfied with the disposition of the grievance at Step No. 2 or the time limits expire
without the issuance of the Superintendent’s written reply, the Union may submit the grievance to final
and binding arbitration. The American Arbitration Association (AAA) shall be requested to provide
panel(s) of arbitrators from which one (1) shall be selected. The same procedure shall apply to Section
A, 1(b) of this Article as to Article A, 1(a) same Section, except that it shall terminate in advisory
arbitration and shall not be litigable. If a demand for arbitration is not filed within thirty (30) days of the
date of the Superintendent’s decision, then the grievance shall be deemed withdrawn.

a. Neither the Board nor the Union shall be permitted to assert any grounds or evidence before the
arbitrator, which was not previously disclosed to the other party.

b. The arbitrator shall have no power to alter, expand, or enlarge the terms of this Agreement.

c. The arbitrator is empowered to include in any award such financial reimbursement or other
remedies as he judges to be proper.

d. Each party shall bear the full costs for its representation in the arbitration. The cost of the arbi-
tration and the AAA shall be divided equally between the parties.

e. The Board shall retain a court reporter for all arbitrations and the parties shall share the cost of
such court reporter and the arbitrator’s copy of the transcript.

C. General Provisions

1. If the Union and the Superintendent agree, Step No. 1 and/or Step No. 2 of the grievance procedure
may be by-passed and the grievance brought directly to the next step.

2. Grievances involving more than one (1) supervisor may be initially filed at Step No. 2.

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

4. A Union representative may be present at any level of the proceedings provided herein at the request
of the employee involved therein.

5. When an employee is not represented by the Union, on its request, the Union shall have the right to
have its representative present to state its view at all formal stages of the grievance procedure.

6. The Board and the Administration shall cooperate with the Union in its investigation of any grievance,
and, further they shall furnish the Union with readily available information requested for the processing
of any grievance.

7. An employee who participates in these grievance procedures shall not be subjected to discipline or
reprisal of any kind because of such participation.

8. The failure of an employee or the Union to act on any grievance within the prescribed time limits shall
act as a bar to any further appeal and an administrator’s failure to give a decision within the time limits
shall permit the grievant to proceed to the next step. The time limits, however, may be extended by
mutual agreement.

9. Should the processing of any grievance require that an employee or a Union representative be
released from his/her regular assignment, he/she shall be released without loss of pay or benefits.
10. Hearings and conferences other than arbitration hearings under this procedure shall be conducted at the District at a time which shall afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present, to attend and shall be held, insofar as possible, after regular school hours, or during non-teaching time of personnel involved. When such hearings and conferences are held, at the option of the Administration, during school hours, all employees whose presence is required shall be excused, with pay, for all such purposes. The location of arbitration hearings shall be alternated between the District and an office of the Union, provided the Union has an office location available in Gurnee.

11. All documents dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

12. A grievance may be withdrawn at any level without establishing precedent, but if withdrawn shall be treated as though never having been filed.


ARTICLE X

DURATION AND RELATED TECHNICAL CLAUSES

A. Duration
   This Agreement shall be effective May 13, 2014 and shall continue in effect until May 13, 2018.

B. Complete Understanding
   The terms and conditions set forth in this Agreement represent the full and complete understanding and
   commitment between the parties hereto and each waives the right to bargain any additional matters
   during the term of this Agreement except as otherwise provided herein. The terms and conditions may be
   altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the
   parties in a written amendment executed according to the provisions of this Agreement.

C. Savings
   Should any Article, Section, or Clause of this Agreement be declared illegal by a court of competent
   jurisdiction, said Article, Section, or Clause, as the case may be, shall be automatically amended from this
   Agreement to the extent that it violated the law. The remaining Articles, Sections, and Clauses shall
   remain in full force and effect for the duration of the Agreement if not affected by the amended Article,
   Section, or Clause.

D. Amendment
   This Agreement shall be subject to change or supplement at any time by mutual consent of the parties
   hereto. Any such change or supplemental Agreement shall be reduced to writing, signed by the parties,
   and submitted to the Board and Union for approval.

E. No Strike
   The Union hereby agrees not to strike, or engage in, support, or encourage, any concerted refusal to
   render full and complete services to the School District.
### APPENDIX E-1

2014-2015 Classification I, III, and IV Staff Salary Schedule

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Classified Staff is placed in the lane appropriate to their level.
Each returning employee moves to the next greater step.
After Step 19, salary will increase by 2.25% over the previous year's salary.
Level V shows an anticipated annual salary as opposed to an hourly rate.
APPENDIX E-2

2015-2016 Classification I, III, and IV Staff Salary Schedule

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Classified Staff is placed in the lane appropriate to their level.
Each returning employee moves to the next greater step.
After Step 19, salary will increase by 3% over the previous year’s salary.
Level V shows an anticipated annual salary as opposed to an hourly rate.
## APPENDIX E-3

### 2016-2017 Classification I, III, and IV Staff Salary Schedule

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Classified Staff is placed in the lane appropriate to their level.
Each returning employee moves to the next greater step.
After Step 19, salary will increase by 3% over the previous year’s salary.
Level V shows an anticipated annual salary as opposed to an hourly rate.
### APPENDIX E-4

#### 2017-2018 Classification I, III, and IV Staff Salary Schedule

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</table>

Classified Staff is placed in the lane appropriate to their level.
Each returning employee moves to the next greater step.
After Step 19, salary will increase by 3% over the previous year’s salary.
Level V shows an anticipated annual salary as opposed to an hourly rate.
IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives on this day of May 13, 2014.

FOR THE BOARD OF EDUCATION, WARREN TOWNSHIP HIGH SCHOOL, DISTRICT 121, LAKE COUNTY, ILLINOIS

John Anderson  
Board President  
5/13/14  
Date

Barbara Conway  
Board Secretary  
5/13/14  
Date

FOR THE WARREN TOWNSHIP FEDERATION OF TEACHERS, A COUNCIL OF THE LAKE COUNTY FEDERATION OF TEACHERS, LOCAL 504, IFT-AFTE-AFL-CIO

Tim Peterson  
Union President  
5/13/14  
Date

Cheryl Anderson  
Union Secretary  
5/13/14  
Date