

AGREEMENT

BETWEEN THE

BOARD OF EDUCATION

GRANT COMMUNITY HIGH SCHOOL DISTRICT NO. 124
LAKE COUNTY, ILLINOIS

AND THE



GRANT COUNCIL

LAKE COUNTY FEDERATION OF TEACHERS
LOCAL NO. 504, IFT-AFT/AFL-CIO

FOR THE SCHOOL YEARS

2009-2013

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PREAMBLE

A. Parties to the Agreement

This Agreement is by and between the Board of Education of High School District No. 124, Lake County, Illinois, hereinafter referred to as the "Board" and the Grant Council, a Council of the Lake County Federation of Teachers, Local 504, Illinois Federation of Teachers, American Federation of Teachers, American Federation of Labor-Congress of Industrial Organizations, hereinafter referred to as the "Union."

B. Recognition

The Board recognizes the Union as the exclusive bargaining agent for all certified (full and regular part-time) teaching, guidance, dean, and library/media personnel of the School District (which employees are hereinafter referred to as "teachers") with respect to wages, hours, terms and conditions of employment to the extent required by law, or in the absence thereof as covered by this Agreement.

Any part-time teacher regularly teaching fewer than three (3) classes, as defined by normal teacher load elsewhere herein, shall not be considered a regular part-time employee. Any teacher (excluding deans and curriculum facilitators) who has other responsibilities which include making meaningful recommendations for the hiring, transfer, promotion, discipline or dismissal of teachers, which teachers shall include administrative team members who teach fewer than 3/11 FTE as defined by normal teacher load elsewhere herein, shall not be considered part of the bargaining unit.

A short-term (temporary) teacher shall be deemed a "teacher" (i.e., part of the bargaining unit described above) only if employed continuously for one (1) academic semester, not including summer school, or more. A person receiving an employment contract for one (1) semester or more shall be deemed a "teacher" effective his/her first day of service pursuant to such contract. A short-term (temporary) teacher employed continuously to substitute for the same teacher for more than ten (10) consecutive working days, shall not be deemed a member of this bargaining unit covered by this Agreement until the teacher has been continuously employed for one (1) academic semester or more, except that after substituting for the same teacher for ten (10) consecutive days, he/she shall be compensated as though he/she were a regular teacher at Step O B.A. lane.

ARTICLE I

TEACHERS' RIGHTS

A. Notification of Vacancies

The Board shall notify the Union President or designee and all certified staff of all new and promotional vacancies open to certified staff as they occur. Such vacancies shall include, but are not limited to, any and all extra-curricular vacancies (coaching positions, sponsorships, etc.) and any and all extra-duty vacancies (morning cafeteria, morning gym lobby, detentions, etc.). All notices shall be posted on the Union bulletin board located in the teacher work room as well as sent via the District's e-mail system to all presently employed certified staff in both cases at least five (5) week days before the application deadline. Postings shall include pay rates.

B. Supervisory Conference

1. When a teacher is required to appear before the Board or before any Board Committee concerning any matter, which could directly affect the continuation of that teacher in his/her employment, the teacher shall be given prior written notice of the reason(s) for such meeting or interview and shall be entitled to have a representative present during such meeting. Except in an emergency, such notice shall be given no less than forty-eight (48) clock hours prior to such meeting.
2. A teacher shall have similar notice and right of representation if required to meet with administrator(s) at which time the teacher shall be advised of a recommendation to dismiss, demote or suspend without pay. Except in an emergency, such notice shall be given no less than twenty-four (24) clock hours prior to such meeting.
3. Any action taken at such meetings shall be promptly communicated to the teacher in writing within two (2) business days.

C. Affiliation

Teachers shall have the right to join or not join the Union. Newly employed bargaining unit members shall be advised in writing that the Union is the recognized bargaining agent for all teachers.

D. Reprisal

The Board shall not discriminate against any teacher with respect to hours, wages, terms or conditions of employment by reason of his/her membership in the Union, participation in any lawful activities of the Union, or institution of any grievance under this Agreement.

E. Seniority

As used in this Agreement or as the same may be affected by any provision of the Illinois School Code, "seniority" shall mean continuous, full-time employment as a teacher by the Board.

Employment shall not be deemed interrupted by any leave of absence, provided any unpaid leave of absence of more than one (1) semester duration shall not be included in the computation of years of service. If seniority shall be equal as between teachers, the following tie-breakers shall be utilized:

1. First, the teacher being compensated for the more advanced degree and additional hours pursuant to the Compensation Schedule shall be deemed to have the greater seniority.
2. Second, the teacher with the greater total length of public school teaching in the United States shall be deemed to have the greater seniority.
3. Finally, a lottery shall be employed.

The Board shall post a seniority list no later than February 1st of each year in the teachers' lounge and furnish the Union President with a copy of such list.

The Union makes no representation with respect to employment service prior to the 1986-87 school term and neither acknowledges nor agrees to the accuracy of any previous seniority list or record of employment service that pre-dates this Section. Neither party waives its right to present its position, documentation, and records with respect to prior employment service at some later date if the need should arise.

ARTICLE II

UNION RIGHTS

A. Dissemination of Information to the Union

The Board shall furnish the Union President or designee the minutes of the Board meeting, the agenda of any upcoming Board meeting, the monthly statement of financial position, a copy of the Board policy manual, a current faculty list with current salaries showing lane and step placement on the salary schedule and total years of District service for each teacher, a list of all new hires for the current year showing their lane and step placement on the salary schedule and their years of experience used for salary schedule placement purposes, the current audit, approved tentative budget, and approved final budget.

B. Union's Right to Appear Before the Board

The Union President or designee shall be given the opportunity during the early portion of each regular Board of Education meeting to address the Board briefly, provided such remarks shall exclude any reference to grievances or negotiations in process and that the Superintendent be advised of the substance of such remarks at least twenty-four (24) hours in advance of the meeting. If the Union President or designee intends to address the Board on a permissible subject which has arisen within twenty-four (24) hours of a Board meeting, the Union President or designee may briefly address the Board on that subject so long as the superintendent is advised of the substance of such remarks prior to the beginning of the meeting.

C. Union Announcements

The Union shall have the right to briefly address the faculty at the first faculty meeting of the school year without commenting on matters then in controversy.

D. Use of School Facilities and Equipment

1. The Union shall have the right to hold membership meetings outside the normal teacher day on school property, provided such meetings in no way interfere with any aspect of the total instructional program. If such meetings entail additional maintenance, custodial or other expenses, the Union shall pay such costs. Except in emergencies, notification for such use shall be submitted to the Superintendent or designee at least twenty-four (24) hours in advance of the time of intended use. If the meeting shall involve more than fifteen (15) persons where less than ninety percent (90%) of those attending are teachers, this Paragraph shall not apply.
2. The Union shall have the right to use the District's teacher mailboxes for official Union materials (but not including any individual flyers/notices regarding endorsements of political candidates) provided such materials shall be properly identified as official Union publications and a copy thereof concurrently provided to the Superintendent.
3. The Union shall have the right to post official Union announcements and materials (but not including any individual flyers/notices regarding endorsements of political candidates) on a designated bulletin board in the Teacher Work Room.

4. The Union shall have the right to use Board duplicating equipment for Union announcements (exclusive of political endorsements) if such is available and provided the Union shall reimburse the Board for any supplies used and for any damage caused by misuse.

E. Dues Deduction

1. The Board shall deduct from the pay of each teacher membership dues of the Union and its affiliates, provided that at the time of such deduction there is in possession of the Board a current written authorization for dues deduction voluntarily executed by the teacher. Such authorization shall specify the amount of dues to be deducted from the teacher's salary.
2. The amount specified shall be pro-rated and deducted from the monthly paycheck starting in October and ending in May, provided the amount to be deducted shall not vary during this period. Termination of employment for any reason shall constitute revocation of authorization for dues deduction. Any other revocation of authorization for dues deduction shall be made in accordance with the terms set forth in the authorization currently in use.
3. The Union shall indemnify and save harmless the Board and all of its agents and employees from any and all reasonable demands, suits and costs resulting from any reasonable action taken or omitted by the Board or any of its agents or employees for the purpose of complying with the provisions of this Section.

F. School Calendar

The Union President or designee shall be given the opportunity to meet with the Superintendent to review the calendar prepared for the forthcoming school term prior to submission to the Board of Education.

G. Vending Machines

Net profits of vending machines placed in teachers' lounges and/or dining room shall be the property of the Union and shall be used solely for teacher welfare.

H. Released 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 Union officer(s) for up to two (2) days to attend the Union convention, provided the Union shall promptly reimburse the Board for the cost of any substitute for the teacher(s) granted such leave.

The Union President shall be released from supervisory duty during each school year to engage in activities related to union duties. These duties will include meetings between the Superintendent and/or designee and the Union President held at a minimum of once each month. In the event the Union President is not a classroom teacher, that individual may engage in activities related to union duties not to exceed the equivalent of fifty (50) minutes per day for one semester or twenty-five (25) minutes per day for the school year.

The Union President or designee shall be granted released time to attend any grievance or arbitration hearing conducted during the normal teacher workday.

I. COPE Deduction

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

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

J. Fair Share

All teachers covered by this Agreement who are not 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.

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

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

The Union shall indemnify and hold harmless the Board of Education, its members, officers, agents, and employees from and against any and all claims, demands, actions, complaints, suits or other

forms of liability, including, but not limited to, damages, attorneys' fees, and costs that shall arise out of or by reason of action taken by the Board for the purpose of complying with the above provisions of this Article, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any of such provisions.

K. Teacher Workday

The Board and Union mutually agree to review the daily schedule and teacher workday on an annual basis. The Board and Union must ratify any changes prior to becoming effective.

ARTICLE III

WORKING CONDITIONS

A. School Year/School Term

The calendar adopted by the Board of Education shall not include more than one hundred eighty-five (185) teacher employment days of which five (5) days shall be designated strictly for potential utilization as emergency days as permitted under law. Emergency days not utilized by the end of the school term shall become non-employment days for teachers.

Two (2) teacher attendance days per year shall be declared non-pupil attendance days. One (1) additional Staff development Day may be scheduled by the Board of Education. Said day shall be a non-student attendance day. Each teacher shall be compensated two hundred twenty-five (\$225) dollars for attendance at said day.

B. Assignments/Teaching Supplies

Teachers shall be notified in writing of their assignments for the following school year as to grade level, number of sections and/or subject area as soon as practicable but not later than May 1. A copy of the notification to teachers shall also be provided to the Union President not later than May 1. A teacher's assignment may be changed subsequent to such notification. However, if a teacher's assignment is to be changed, the teacher shall be informed as soon as practicable of the change and the reason(s) for the change and may discuss such change with the appropriate administrator. Teacher orders for classroom supplies for the following year shall be turned into the teacher's immediate supervisor no later than May 15 each year. Teachers shall have a reasonable expectation to receive such supplies at the beginning of each school term. All department staff will be informed of their budget by May 1, so that teachers will have enough time to order by May 15.

C. Normal Teacher Load

The normal teacher load shall average five and one-half (5 ½) period-long assignments per school term. Typically, this shall consist of five (5) assignments one semester and six (6) assignments the other semester.

Any Advanced Placement (AP) class with a lab component shall be one and one-half (1.5) period-long assignments in length starting with the 2010-2011 school term.

Each teacher may be requested by the administration to attend meetings during a planning period up to fifteen (15) times per school term without pay to attend meetings. Should a teacher be requested by administration to attend meetings during more than fifteen (15) planning periods in a school term, he/she shall received internal substitute pay per Article VIII. F. of the Agreement.

During any one school term, each full-time special education teacher shall receive two (2) paperwork days to be mutually determined by the teacher and the special education administration and approved by the Principal.

Each special education study support class shall conform as closely as possible to all corresponding special education teacher's caseload. Exceptions will be kept to a minimum.

D. Preparation

The Board acknowledges the desirability in terms of maximizing educational opportunities of limiting the number of separate classroom preparations that a teacher must regularly make. The parties also acknowledge that this principle must be considered in the context of the number and type of staff that are available, the interest of students in obtaining a varied educational experience, scheduling difficulties, financial constraints and the like. The Board acknowledges that under normal conditions and where economically and administratively feasible, it is educationally desirable to limit the number of class preparations by teachers. In the event circumstances require class preparation in excess of three (3) preparations for a teacher, the Union president and teacher shall receive a written explanation.

E. Classroom Interruption

Every effort shall be made to hold classroom interruptions to a minimum.

F. Student Discipline

The parties acknowledge that the teacher retains the prime responsibility for maintenance of discipline in the classroom and on school grounds. It is also recognized that a teacher has the right to temporarily remove a student from a classroom if the student's behavior is so disruptive as to be a threat to the safety of any person or if it precludes the continuation of the educational process. Such removal shall be in accordance with established procedures which shall provide that the teacher may discuss with the Dean the future educational placement of such student at a time which is mutually convenient for the Dean and teacher.

The Union shall be entitled to representation on the Discipline Committee. Prior to the start of the school term, the Union President or designee shall appoint a Union representative(s) to serve on the committee for the coming school term. The Union representative(s) shall have equal status with other representatives on the committee.

The Board and Administration shall utilize local law enforcement officers or other security personnel to assist during the school day whenever reasonably and economically feasible.

G. Lounges and Dining Room

The Board shall provide a teachers' dining room.

H. Summer School

If a summer school shall be conducted by the Board, teachers shall be notified of anticipated teaching opportunities therein by May 1 or as soon thereafter as practicable. Where qualifications are equal, a reasonable effort shall be made to select teachers for such opportunities in lieu of non-teachers.

I. Student Grades

It shall be the responsibility of the teacher to submit the teacher's students' grades to the administration by the end of the third school day after the close of the first and third quarters, and the

second school day following the end of the first semester.

At the end of the second semester, it shall be the responsibility of the teacher to submit the teacher's senior student's grades to the administration by the end of the second school day of underclassmen final exams assuming that senior student final exams occur prior to the onset of underclassmen final exams.

At the end of the second semester, underclassmen student grades shall be due before leaving campus on the last day of the school year. If first semester exams are postponed, student grades shall be due at the conclusion of the third, fourth or fifth day following the end of the first semester depending on the number of semester exam days that are postponed.

Such grades shall be recorded on the students' records unless a protest of the grade is made and, after appropriate administrative proceedings, the Board of Education decides another grade is appropriate. If a grade is challenged, the teachers shall provide the Board of Education adequate information in support of the contested grade.

Teachers who fail to submit student grades to the registrar by the timelines defined above; may be subject to written reprimand by the Superintendent. Teachers who, as a result of emergency, fail to submit grades in accordance with the above guidelines shall not be subject to written reprimand by the Superintendent.

The records day at the end of each semester will be eliminated and one student attendance day will be added prior to exams each semester.

J. Educational Policy Committee

An Educational Policy Committee, which shall include at least five (5) teachers appointed by the Union President or designee shall be established. Because of the recognized concern about and the complex nature of the problems associated with freedom of individual expression in the classroom, reduction in teaching staff due to economic factors and reduced enrollment, and the size of the class as it affects the education of students, the Committee shall consider such matters as well as any other matter it deems relevant to the improvement of the educational program of the District.

Prior to November 15 of each year, the Committee shall meet with the Superintendent or designee on a mutually agreeable time and date (but not during the normal teacher workday) to discuss these specifically enumerated issues. Five (5) days prior to such meeting, the Committee shall provide the Superintendent or designee a copy of the proposed agenda for the meeting. After this meeting, the Committee shall meet at such times and places as it deems appropriate (but not during the normal teacher workday).

If the Committee shall reach any recommendations, such shall be put in writing and submitted to the Superintendent, together with any dissenting views. At the Committee's request, a copy of such recommendations shall be transmitted to the Board by the Superintendent no later than forty-five (45) calendar days following its original submission to the Superintendent. The Board or its designee shall inform the Committee of what actions the Board takes on such recommendations.

In no event shall the Committee make any recommendations on matters covered by this Agreement or with respect to any matter on which a grievance is then pending.

K. Teacher Workday

The normal teacher workday, including parent conference days, shall not exceed seven (7) clock hours and five (5) minutes including lunch, provided this shall not be construed as obviating teacher participation in extra-curricular activities, occasional faculty meetings, graduation ceremonies, programs for parent visitation, or any other functions vital to the educational program or functioning of the District. The normal bell schedule shall be as set forth in Appendix D. However, the bell schedule shall not preclude one (1) or more teachers from accepting; with prior written agreement, a seven (7) hour five (5) minute workday outside the normal bell Schedule D. Teachers shall be on campus and available for student/parent consultation ten (10) minutes prior to the start of the first class period of the day.

L. Health and Safety

Teachers shall not be required to work under conditions that impair their safety. Teachers shall not be required to search for bombs. They shall advise administration or a dean of any atypical circumstances which might be pertinent. Nothing in this Paragraph shall be construed as excusing teachers from the responsibility of reasonably assuring the safety and welfare of students. The Board shall make a good faith effort to install and maintain in proper working order, a communication system with devices in each classroom/instructional area, for the purpose of contacting the main office. Teachers shall not be required to administer prescription medication to students. Teachers shall not be required to provide ongoing health intervention such as suctioning, catheterizing and tube feeding. The Board shall seek to maintain appropriate temperature levels in instructional areas.

M. Use of Equipment

Teachers shall have direct (hands on) access to school telephones, printers, computers, duplicating equipment (plain paper copiers, except those in the central administrative office) and classroom teaching technology for school business purposes when they are not otherwise in use, provided no equipment shall be removed from school premises without express authority of the Superintendent or designee.

N. Departmental Meetings and Staff Development Meetings

A reasonable effort shall be made to schedule staff, departmental, and other teacher and teacher-administrator meetings into the regular teacher workday. The majority of staff meetings will be designated for teachers to meet at department or division levels to focus on curriculum, teaching strategies and assessment.

O. Teacher Assignments and Class Scheduling

A reasonable effort shall be made to assign teachers to their major field of study. Prior to scheduling teachers into specific class sections for the next school term Division Head shall seek to solicit teacher input regarding those assignments and consider that input when making final assignments.

P. Professional Courtesy and Respect

The Board and teachers acknowledge that teachers and administrators should be treated with appropriate professional courtesy and respect by each other. Sensitive discussions shall not be held in the presence of students.

Q. Librarian

The librarian shall work two hundred (200) days, ten (10) of which shall be prior to the first teacher employment day of the school term and five (5) days after the last teacher employment day of the school term. The librarian's workday shall be from 7:30 am to 3:30 pm. The librarian shall be compensated, based on his/her placement on the salary schedule, for fifty (50) additional minutes daily and fifteen (15) additional work days annually.

ARTICLE IV

EVALUATION AND FILES

A. Evaluation (Formal)

1. Prior to the completion of any formal evaluation, the teacher shall be apprised of the instrument which is to be utilized as part of such evaluation. The applicable instrument shall be placed in the teachers' handbook. The teacher shall also be apprised of any criteria, which is atypical with respect to the evaluation of teachers.
2. Each formal evaluation shall include a classroom observation of reasonable length. The evaluator shall notify the teacher at least twenty-four (24) hours before the formal evaluation and shall make his/her presence known upon entering the classroom or teaching area. In the absence of a twenty-four (24) hour notice, such formal evaluation shall automatically be considered atypical; and the teacher shall automatically be granted, upon written request, a second evaluation.

If the teacher feels that his/her performance is atypical during the observation, the teacher may request a second observation. Such written request, which shall include a description of the atypical factors, shall be granted. Except with respect to making the evaluator's presence known upon entering the classroom or teaching area, this Subsection shall not be applicable to any observation which is part of a remedial plan adopted following the passage of a notice of remedial warning with respect to the teacher affected thereby.

3. Within fifteen (15) teacher employment days following the formal observation(s), the evaluator shall meet with the teacher to review the conclusions of the evaluator. At such time the evaluator shall present his/her evaluation in writing. A copy of such evaluation shall be given to the teacher. 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 the copy of the written evaluation. The parties acknowledge that an effective written evaluation would include a listing of the teacher's strengths and areas of concern, with supporting reasons for the comments made, and that where feasible it would also include recommendations to seek to assist the teacher to overcome any deficiencies noted therein.
4. If the teacher feels his/her written evaluation is incomplete, inaccurate or unjust, the teacher may put his/her objections in writing. Both the teacher and evaluator shall date and sign all copies of the written objection, but the signature of the evaluator shall not necessarily indicate agreement with the 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 original evaluation and shall likewise be made a part of the teacher's personnel file, provided such comments shall be filed within fifteen (15) teacher employment days of the date following the conference with the evaluator.
5. No observation, which shall be part of a formal evaluation process, shall be conducted without the knowledge of the teacher.
6. A formal teacher observation shall be preceded by a conference between the evaluator and the teacher to review the pertinent factors anticipated to be involved in the evaluation process, unless it is mutually agreed upon by the teacher and the evaluator to forego such conference.

7. Teachers in contractual continued service (tenured) shall be formally evaluated at least one (1) time in the course of every two (2) school years.

B. Evaluation Performance Categories

Grant Community High School District No. 124 recognizes the three categories of performance as noted in the Illinois School Code: excellent, satisfactory and unsatisfactory.

C. Non-Tenured Teachers

1. The parties acknowledge that it is appropriate for a non-tenured teacher to work with his/her mentor.
2. The Administration shall make an effort to assign first year non-tenured teachers five and one-half (5 ½) period-long assignments per semester.
3. Non-tenured teachers shall be formally observed a minimum of three (3) times during the school year. At least two (2) such formal observations must occur during the first semester and at least one (1) such formal observation must occur during the second semester. The summative evaluation shall be provided no later than the deadline under School Code (105 ILCS 5/24-11) for non-renewal notification to a non-tenured teacher. Failure to provide the summative evaluation shall not be a basis to challenge the validity of the non-renewal notification. The evaluator or other appropriate administrator shall advise the non-tenured teacher at the teacher's receipt of the summative evaluation of the probability for continued employment.

D. Consulting Teachers

1. Eligibility

A teacher shall be eligible to work as a consulting teacher provided the teacher meets the following criteria:

- a. Has at least five (5) years of teaching experience in the District.
- b. Has reasonable familiarity with the assignment of the teacher to whom he/she may serve as a consultant.
- c. Has received an "Excellent" on his/her most recent evaluation.

2. Selection Procedure

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 include the discipline and/or qualified teaching area of each teacher. When a consulting teacher is needed and written notice of such is delivered to the Union, 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 seven (7) school days of receipt of request for such roster, and 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. Should all eligible consulting teachers decline to serve, the Board shall ask the state to furnish a consulting teacher. To the extent possible, consulting teachers shall be selected on a rotating basis.

3. Compensation

Consulting teachers shall be compensated as mutually agreed by such consulting teacher, the Union, and the Board.

4. Participation in Dismissal Hearings

The consulting teacher shall not be required by either party to participate in any dismissal hearing.

5. Outside Consulting Teachers

Nothing in this Agreement shall apply to a consulting teacher who is not a member of the bargaining unit.

E. Remediation Procedures

1. Any tenured teacher 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, the Superintendent, and the consulting teacher.

The written remediation plan shall be dated and signed by all the participants, with one (1) copy sent to the Union President and one (1) copy provided to the teacher. In the event the participants are unable to reach consensus on a remediation plan, the Superintendent or designee shall be permitted to complete and implement the plan. In such case, any other participant may put his/her objections in writing; and a copy of such objections shall be attached to the plan for informational purposes only.

2. Any teacher on remediation status shall be formally evaluated and rated once every (30) school days for the ninety (90) school day remediation period immediately following receipt of an Unsatisfactory rating. 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 Satisfactory or better, the teacher shall be reinstated to a schedule of biennial evaluation. If the teacher on remediation status is still evaluated with an overall rating of Unsatisfactory at the end of the ninety (90) school day remediation plan, the Board shall automatically institute dismissal procedures against the teacher in accordance with the School Code.

F. Personnel File

1. The Board shall maintain an official personnel file for each teacher. The location of such file shall be made known to all teachers. A copy of all evaluative material affecting a teacher shall be placed in the teacher's personnel file, and the originator of such material shall be identified. The teacher may respond to such material in writing and such response shall also be made part of the personnel file, provided such comments shall be filed within fifteen (15) teacher employment days of the date when such was first made known to the teacher.

2. Each teacher shall have the right, upon request, to review the contents of his/her own personnel file. A representative of the Union may, at the teacher's request, accompany the teacher in this review. Such review shall be during normal office business hours (but not including the time when teachers have other instructional responsibilities) and in the presence of a designated employee of the Board. If at the time of the requested inspection personnel are not readily available to conduct such review with the teacher, the teacher may request that an appointment be made for such review as soon thereafter as shall be feasible.
3. No one shall remove any material from a personnel file without the expressed written consent of both the Board and the teacher, but a teacher shall have the right to copy any material in the file, or to have such copies mechanically made by District office personnel at the usual and customary cost.
4. Confidential material, such as recommendations by colleges or universities, or evaluations or recommendations of a teacher by a previous employer, shall not be deemed to be a part of the teacher personnel file described in this Section.
5. The material in the teacher's personnel file shall not be made known to persons other than administrators or members of the Board of Education, or counsel for the Board of Education, or as required by law, except with the written consent of the teacher.

G. Monitoring

The Board shall not record any Union meeting. The Board shall not record any teachers' meeting, conference or classroom proceeding without the knowledge of the teacher.

ARTICLE V

TEACHER RECERTIFICATION

The Board recognizes that certified staff members have a responsibility to maintain their professional certification. As a courtesy, the administration will inform staff of the expiration date of their certificate.

ARTICLE VI

LEAVES

A. Sick Leave

Each teacher shall be entitled to a total of thirteen (13) days sick leave per school year without loss of pay. Such leave shall accumulate to a total of three hundred ninety (390) days. Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family (as defined in the School Code) or household. No teacher shall suffer a deduction in accumulated sick leave days as a result of non-attendance at the additional Board scheduled Staff Development Day described in Article III A of this Agreement.

B. Bereavement Leave

If the teacher shall be absent as a result of the death of his/her spouse, parent, brother, sister, or child, the first three (3) days per occurrence shall not be deducted from accumulated sick leave. If such absence shall be due to the death of his/her parent-in-law, brother-in-law, sister-in-law, grandparent, grandchild, ex-spouse or legal guardian, the first day of such absence per occurrence shall not be deducted from accumulated sick leave.

In the case of a Grant Community High School current student death whose funeral and/or visitation service(s) are scheduled only during a teacher workday, the deceased student's current teachers, coaches, and guidance counselor plus either the social worker or psychologist shall be provided an opportunity to attend the funeral or visitation service(s) without a pay deduction.

C. Personal Business Leave

The Board shall grant two (2) days of leave which can be used for personal business. Personal business leave may be used only for matters, which cannot be handled during non-school days or hours. Except in the case of emergencies, a written statement indicating an intention to utilize personal business leave shall be submitted at least two (2) school days prior to the date of proposed absence to the Superintendent or designee and shall include a statement stating that the personal business cannot be done at a different time. Such leave shall be deemed to be approved if not disapproved within two (2) school days of its having been filed. An emergency application shall also set forth the nature of such emergency. The first three (3) and last three (3) teacher employment days of the school term and the day immediately preceding or following a legal holiday, vacation or school recess shall not be available for personal business leave, except in the case of an emergency or for observance of a recognized religious holiday of the teacher's faith or when a teacher has been granted a personal leave prior to such period but inclement weather prevents the teacher's return to the District. Any teacher, who does not use the two (2) days of personal business leave, shall be awarded additional accumulated sick leave of an equivalent amount.

D. Unpaid Leave (Non-Disability/Pregnancy/Adoption/Etc.)

Nothing in this Section shall be construed as requiring any teacher to apply for an unpaid leave of absence. A non-tenured teacher or a tenured teacher not desiring an unpaid leave of absence may utilize accumulated sick leave during any period for temporary disability. If such teacher shall have

exhausted accumulated sick leave, the teacher shall be granted an unpaid leave during the temporary disability. Such teacher shall return to employment immediately following the termination of such temporary disability.

Unpaid leave of absence shall apply to situations of non-disability, including but not limited to such situations as might result from pregnancy, adoption, and child-rearing. Unpaid leave of absence shall apply equally to both male and female teachers. Nothing herein shall preclude a teacher from taking an unpaid leave of absence where he or she may otherwise be entitled to take a temporary disability leave. As used hereafter, "teacher" means a tenured teacher, except in Sub-Section 7, which is applicable only to non-tenured teachers, and in Sub-Sections 8, 9, and 10 which are applicable to all teachers. "School term" is defined as that portion of the school year when school is in session.

A teacher shall receive an unpaid leave of absence upon request subject to the conditions hereinafter set forth. Such leave may be used during and after any period of temporary disability or following the use of sick leave during any period of temporary disability. The leave is subject to the following conditions:

1. The teacher shall make written request to the Superintendent or designee for unpaid leave of absence at least three (3) months prior to the onset of the requested leave, but not less than one (1) month prior to the end of the school term, if at all possible.
2. In cases of pregnancy, the teacher shall provide a written statement from an obstetrician or physician indicating the expected date of delivery.
3. The Superintendent or designee and the teacher shall agree on the dates of commencement and termination of the leave, taking into consideration maintenance of continuity of instruction (e.g., grading periods), the needs of the teacher, and other pertinent medical-related and time factors. The unpaid leave of absence shall not exceed the balance of the school term in which it commences and one (1) additional school term. Any unpaid leave of absence, which commences during the summer recess, shall be deemed to begin at the start of the ensuing school term. Every effort shall be made to have the unpaid leave of absence terminate immediately prior to the start of a new school term.
4. Sick leave shall not be applicable during any unpaid leave of absence. Any accumulated sick leave available at the commencement of the unpaid leave of absence shall be available to the teacher upon return to employment. Insurance benefits normally provided by the Board shall not be applicable during any unpaid leave of absence except as provided in Sub-Section 5, below. Where the unpaid leave of absence commences or terminates during the course of a school term, available Board paid insurance benefits for that portion of the school term worked by the teacher shall be computed pro-rata. (Example: A teacher who works one (1) semester shall receive six (6) months of Board paid insurance benefits.)
5. With the consent of the carrier, the teacher may maintain insurance benefits while on unpaid leave of absence by making timely payment of all premiums, which may be due to the District's Business Office or elsewhere pursuant to its direction.
6. Any teacher desiring unpaid leave of absence as a result of becoming an adoptive parent shall notify the Superintendent or designee, in writing, upon the initiation of such adoption proceedings. Unpaid leave of absence shall be granted upon satisfactory written notification to the Superintendent or designee of the date the child is expected to be received. It shall be the responsibility of the applying teacher to keep the Superintendent or designee informed on the status of the proceeding and, as soon as known, the expected date of the delivery of the child. This Sub-Section shall not apply if the adopted child is attending school (except kindergarten) at the time the child is received.

7. An unpaid leave of absence may be granted to a non-tenured teacher by action of the Board, subject to all the conditions applicable to a tenured teacher, and 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 the continuous employment necessary to attain contractual continued service status. Upon the return from such leave, the teacher shall be considered to have commenced his or her first probationary year. The granting of an unpaid leave of absence to any non-tenured teacher shall not constitute a precedent for the granting or withholding of leave to any other non-tenured teacher. Each request shall be judged on its own merits and shall be within the sole discretion of the Board. Additional conditions or restrictions may be established for any such leave, provided nothing herein shall be construed as requiring any non-tenured teacher to apply for such leave or to accept the conditions established therefore.
8. As a condition precedent to the granting of an unpaid leave of absence of four (4) calendar months or more, the teacher shall sign a promissory note agreeing to return to employment at the termination of the unpaid leave of absence for a minimum period of one (1) year. Any teacher who fails to comply with the promissory note shall be subject to the liquidated damage provision contained in the promissory note.
9. The Board shall indemnify and hold harmless the Union, its affiliates, members, officers, agents, and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability, including, but not limited to, damages, attorney's fees, and costs that shall arise out of or by reason of action taken by the Board or a teacher as a result of the requirements of the promissory note or an executed promissory note. In the event of a dispute arising out of the requirement of the promissory note or an executed promissory note, a party may proceed to expedited arbitration which shall result in a binding and final decision.
10. A teacher who has been granted an unpaid leave of absence as defined under Article VI.D.3. shall not become eligible for a subsequent unpaid leave of absence unless and until such teacher has returned to full-time service for at least one (1) year, provided that the Board may grant such a subsequent leave in its sole and absolute discretion. The granting or withholding of such a subsequent leave shall be without precedential effect.
11. The teacher shall notify the Superintendent in writing of his/her intentions to return for the following year no later than February 1st prior to the conclusion of the school year.

PROMISSORY NOTE

In consideration of the Board of Education of Grant Community High School District No. 124 ("Board"), Lake County, Illinois, granting the undersigned an unpaid non-disability leave of absence of four (4) calendar months or more for the period beginning _____ and _____ ending _____, and in consideration of the Board holding open a position for the undersigned for that period, I, _____, a teacher at the District hereby promise to return to the employ of the board for one (1) year upon the completion of my unpaid non-disability leave of absence. In the event I do not return to the employ of the District or do not return for the stated length of time, as promised above, I shall pay to the Board as liquidated damages the sum of \$500, unless failure to return or not returning for the stated period of time is due to death, permanent disability, spousal relocation which renders commuting to the District unreasonable, or health of infant requires parental attendance on a continuing basis. Payment shall be made to the Board upon demand.

Date: _____ Signed: _____

E. Sabbatical Leave

If the Board shall grant sabbatical leave, such shall be in accordance with The School Code and such other regulations, as the Board shall prescribe.

F. Jury Duty Leave

The Board shall pay the regular salary to teachers called to serve as jurists. The teachers so summoned shall reimburse the Board in the amount of any per diem compensation (excluding reimbursed expenses for travel) received for such service. Teachers so summoned shall make every effort to meet their classes when their services are not required by the court.

G. Exchange Teachers' Leave

The Board shall grant any tenured teacher a leave of absence without pay or other cost to the Board for a period of one (1) complete year to teach in a foreign country under the provisions of the Exchange Teacher Program (P.L. 584, 79th Congress and P.L. 402, 80th Congress, as amended).

H. Political Leave

The Board shall grant leave of absence without pay to a tenured teacher to serve in an elected national, state or county office, provided the Board shall not be obligated to re-employ such teacher until the start of the school term next following the expiration of such term of office.

I. Leave of Absence Without Pay

1. The Board shall grant a leave of absence of up to two (2) years without pay in the event of a prolonged illness of a teacher on contractual continued service or the illness of the teacher's spouse, parent, brother, sister, or child.
2. The Board may grant a leave of absence without pay to a teacher on contractual continued service for a period up to one (1) school year for any meritorious purpose. The Board may extend such leave of absence for one (1) additional school year upon the written request of the teacher made at least ninety (90) days prior to the end of the first school year. Such leave or any extension thereof shall be at the sole discretion of the Board and the granting, extending or withholding of leave shall be non-precedential as regards any other application.

J. Partial Leave Day

1. Leaves of absence shall be computed in units of half-days, provided an authorized absence of one (1) period or less shall not be computed and absences of more than four (4) periods shall be computed as two (2) half-days. This Paragraph shall not be applicable to any teacher employed less than full-time.
2. Regular part-time teachers who have four (4) or more teaching assignments shall be credited with one-half ($\frac{1}{2}$) day absence whenever an authorized absence covers two (2) or fewer teaching assignments.
3. Authorized absences for one (1) period or less, where a substitute must be hired, must be

authorized by the respective area head or designee, and will be limited to one (1) absence per semester. Absences involving school business shall not count under this section.

K. Report of Sick Leave

At the end of each school year, each teacher shall receive written notice of his/her accumulated leave time.

L. Teaching Experience and Leaves

Any teacher who during any school term completes one (1) semester of teaching or ninety-three (93) work days, whichever shall be the lesser, shall have such school term computed as a year of teaching experience in the District.

M. Insurance While On Unpaid Leave

Teachers on unpaid leave of absence may, at their own option, and with the approval of the insurance carrier and the timely payment of the appropriate premium, continue to be covered under the group insurance carrier.

ARTICLE VII

GRIEVANCE PROCEDURE

A. Purpose

The primary purpose of this procedure is to secure at the lowest possible level an equitable solution to the problems of the parties. Nothing contained herein shall be construed as limiting the right of any teacher with a grievance to discuss the matter informally with any appropriate member of the Board or Administration.

B. Definition

1. A grievance is a claim by the Union and/or a teacher or group of teachers that there has been a violation, misinterpretation or misapplication of the terms of this Agreement.
2. As used in this Article, "days" shall mean teacher employment days, except during the summer recess when it shall mean days on which the District business Office shall be open.

C. Procedure

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

1. Step One. The teacher or the Union may present the grievance in writing to the Superintendent within forty five (45) days from the date of the occurrence giving rise to the grievance. A meeting to discuss the grievance shall be held within ten (10) days of the filing of the grievance. The Superintendent shall provide a written answer of the grievance to the aggrieved teacher and the Union no later than ten (10) days following the meeting, including reasons for the decisions.
2. Step Two. If the Union is not satisfied with the disposition of the grievance at Step One or the time limits expire without the issuance of the Superintendent's written reply, the Union may submit the grievance to binding arbitration. The arbitrator shall be selected by the parties or from a panel or panels to be secured from the American Arbitration Association. If a demand for arbitration is not filed within thirty (30) days of the date for the Step One answer, then the grievance shall be deemed withdrawn.
 - a. The arbitrator shall have no power to alter or enlarge the terms of this Agreement.
 - b. Each party shall bear the full costs for its representation in the arbitration. The cost of the arbitrator and the AAA shall be divided equally between the parties.
 - c. If either party requests a transcript of the proceedings, that party shall bear the full costs of that transcript. If both parties order a transcript, the cost shall be divided equally between the parties.

At any time subsequent to the filing of the initial grievance and prior to the submission of the grievance to binding arbitration, either the Union or the Board (but not any individual grievant) may unilaterally request that time lines be frozen, provided the maximum amount of time such may be frozen by any one party in the processing of any single grievance shall be thirty (30) calendar days.

D. Withdrawal

A grievance may be withdrawn at any time without precedential effect, but, if withdrawn, shall be treated as though never having been filed.

ARTICLE VIII

SALARIES AND FRINGES

A. Payroll Procedure

1. Each teacher shall have the option of:
 - a. Receiving salary in eighteen (18) periods with payday being on the fifteenth day of the month, and on the last working day of the month beginning in August. If the fifteenth day of the month is a non-attendance day, pay day shall be on the last working day prior to the fifteenth.
 - b. Receiving salary in twenty-four (24) periods with payday being on the fifteenth day of the month, and on the last working day of the month beginning in August. If the fifteenth day of the month is a non-attendance day, payday shall be on the last working day prior to the fifteenth.
 - c. Starting with the 1998-99 school year teachers shall be strongly encouraged to enroll in direct deposit. Teachers who so enroll shall receive pay vouchers on each scheduled pay date. Enrollment forms must be received in the Business Office within the first thirty (30) days of the school term.
2. Teachers who resign during the school year shall be paid for the period of actual employment. The amount due the teacher shall be paid not more than thirty (30) calendar days after termination of employment.
3. Teachers who teach an extra class shall be paid the extra salary at the next regularly scheduled payroll immediately following the end of the semester in which the class is taught.
4. Coaches shall be paid in two (2) payments, near the midpoint and at the end of their season(s). The midpoints of the fall/winter spring seasons shall be defined herein as the last regular payday in September/December/April respectively.
5. Teachers with extra-curricular assignments of a continuing nature shall receive payment twice each school term. The first payment shall be made at the end of the first semester, and the second payment shall be made on the last day of the school term. Other extra-curricular assignments shall be paid within forty-five (45) calendar days following completion of the assignment.
6. Teachers with extra Driver Education classes shall be paid upon the submission of all necessary forms and information.
7. Pay for internal substitution shall occur on the payroll corresponding to the pay period during which internal substitution took place.
8. Summer school teachers shall be paid on the next regularly scheduled payroll date after the conclusion of each summer school session. Each installment shall be delivered to the teacher following submission of grades and all other necessary information. If permitted by law, Social Security (F.I.C.A.) deductions shall be taken in two quarters.
9. Upon the written authorization of the teacher, salary deductions shall be made from the salary of the teacher to the extent possible and after all deductions required by law have been made for:

- a. Union dues as otherwise provided herein
- b. A tax-sheltered annuity of the teacher's choice, provided that a valid service provider agreement is in effect. Such designation must be in an amount not less than twenty-five (\$25).
- c. U.S. Savings Bonds
- d. Others, as approved by the Superintendent or designee

The Board may prescribe reasonable rules for such deductions.

10. Teachers employed less than full-time, or whose employment terminates by mutual agreement of the teacher and the Board, or whose employment terminates by order of the Board, shall receive pro-rata compensation and benefits based upon the actual period of employment. All benefits shall be based on a calendar year beginning September 1, notwithstanding the actual opening day of school. Any teacher whose benefits must be computed pro-rata shall have such done by dividing the actual number of workdays, starting September 1, by one hundred eighty-five (185) and multiplying this number by the annual benefit involved. In the case of insurance premiums, the final result shall be rounded to the nearest month. In the case of leave time, the final result shall be rounded to the nearest day.
11. The Board reserves the right to hire new teachers and place them on the compensation schedule. However, in placing new teachers on the compensation schedule, no new teacher shall be placed at a step that exceeds that of a current teacher with like or greater teaching experience. Immediately after hiring a teacher, the Board shall furnish the Union President or designee with the teacher's degree level, prior teaching experience and placement on the salary schedule.

This section shall not be applicable where circumstances clearly demonstrate that the limitation described above may reasonably serve as an impediment to the ability of the Board to employ appropriately trained teachers to meet the needs of the School District. Such need may arise from a very limited pool of candidates for the teaching position and/or from disadvantageous sequences of events which cause the hiring process to be initiated at a time when there is a limited opportunity to screen for candidates (e.g., during the school term or shortly prior to its commencement). If the Superintendent believes the foregoing conditions apply, he shall promptly notify the Union President in writing with a full exposition of the applicable and qualifying reasons therefore. Upon request of the Union President, the Superintendent shall promptly meet to discuss the matter, at which the Union President may be accompanied by other Union officers. This exception shall not apply where the hiring objective is solely to employ a candidate who also has skills which have application to extra-curricular positions, or who is multi-certified (unless such multiple certifications are clearly necessary for the operation of the District). This exception shall not be used more than two (2) times during the life of the Agreement. No new hire placed on the salary schedule under this exception shall be placed higher than two (2) steps above the normal placement in absence of this exception. A new hire placed above the normal placement level shall be informed by the Superintendent at the time of placement of such, and further informed that such placement is subject to the grievance procedure. The foregoing shall be construed as a grievable standard.

B. Cafeteria/Flexible Benefits Plan

1. The Board shall retain all insurance coverage as provided teachers at the outset of the 2009-2010 school year, provided upon written agreement of the Superintendent or designee and the Union President or designee, any of such coverage's may be amended upon the giving of reasonable notice to all teachers.

Teachers are not required to take District provided medical insurance. The Board shall pay 100% of the single dental premium for each teacher. By no later than July 15 of each fiscal year, the Board shall notify teachers of the upcoming school year's insurance rates for single and single plus categories.

The Board shall pay flex monies to each teacher in an amount equal to four thousand eight hundred twenty-eight dollars (\$4,828) toward the cost of Board provided or privately obtained health insurance coverage. The Board shall pay forty percent (40%) of the difference between the cost of the single health premium and the cost of the single plus/family premiums for teachers who select such coverage up to a maximum of: two hundred fifty thousand dollars (\$250,000) in 2009-2010; three hundred thousand dollars (\$300,000) in 2010-2011; three hundred fifty thousand dollars (\$350,000) in 2011-2012; and four hundred thousand dollars (\$400,000) in 2012-2013.

The Board shall bear the responsibility of covering any additional premium costs above the yearly allotted flex monies for Board provided single medical coverage.

2. If at any time during the term of this Agreement an insufficient number of teachers elect to participate in this policy of insurance as to endanger or preclude the continuation of the group, such participation shall be mandatory for such number of teachers as shall be required to maintain the group policy. Teachers shall be selected for such mandatory participation on a basis inverse to their seniority (continuous employment by the Board). If employees other than teachers participate in this policy of insurance, this Paragraph shall be applied proportionately to all employee groups (administrators, non-certificated staff and teachers).
3. The Board shall maintain and provide administration of a Cafeteria/Flexible Benefits Plan (hereinafter "plan"), which meets the requirements of Section 125 of the Internal Revenue Code. If at any time such Section 125 or its underlying regulations shall be amended, the parties shall promptly meet to agree upon an amendment of such plan. The plan shall be developed in consultation with the Union and shall provide an opportunity, pursuant to relevant internal Revenue Service Guidelines and Regulations, for teachers to deduct:
 - a. Insurance Premiums (Individual Health, Individual Dental, Dependent Health, Dependent Dental, Term Life up to \$50,000 maximum, Disability Income)
 - b. Non-Reimbursed Medical/Dental Costs (subject to Section 213(d) of the Internal Revenue Code)
 - c. Child/Dependent Care Costs up to \$5,000 maximum per year (subject to Section 129(e)(1) of the internal Revenue Code)

and other items as may be hereafter agreed between the Board and the Union from their overall compensation, as defined in Section O, and to be subsequently reimbursed therefore upon the timely filing of evidence of payment of such insurance or other costs.

4. Each teacher shall declare, pursuant to the direction of the Business Office or Plan Administrator, their anticipated annual cost of benefits under the plan for the twelve (12) month period September through August, provided such anticipated cost does not exceed ten thousand dollars

(\$10,000). Such declaration shall be irrevocable for the twelve (12) month period September through August except as may be necessitated by a change in status. If Individual or Dependent Health Insurance is selected by the teacher, the Board shall pay those amounts directly to the carrier as they become due on behalf of the teacher. Teachers shall be reimbursed their other declared cost on a monthly basis, provided the teacher has filed evidence of payment.

5. Should the total annual evidence of payment submitted by the teacher for each category selected under Paragraph 3 above, exceed the declared anticipated cost, the teacher shall receive as reimbursement the declared anticipated cost. Should the total annual evidence of payment submitted by the teacher for each category selected under Paragraph 3 above, prove less than the declared anticipated cost, the teacher shall receive as reimbursement only the amount as specified through evidence of payment.
6. Part-time teachers shall be eligible for full deferral of their actual additional costs pursuant to the flexible benefit plan.

C. Personal Injury and Liability Insurance

Whenever a teacher is absent from school as a result of personal injury arising out of and in the course of his/her employment and while the teacher was acting pursuant to Board policy and administrative direction and this injury results in eligibility for Worker's Compensation, he/she shall have the option of 1) receiving such Worker's Compensation without salary and without deduction of accumulated sick leave, or 2) with salary and deduction of sick leave, provided the Worker's Compensation payments are endorsed to the Board.

D. Tuition Reimbursement

Full-time teachers who take approved graduate courses at an accredited institution of high learning shall be reimbursed up to a maximum of one thousand eight hundred ninety-eight dollars (\$1,898) per year in 2009-2010, one thousand nine hundred thirty-six dollars (\$1,936) per year in 2010-2011, one thousand nine hundred seventy-five dollars (\$1,975) per year in 2011-2012, and two thousand fifteen dollars (\$2,015) per year in 2012-2013.

As used herein, tuition shall not include non-residency fees, activity fees, laboratory fees, books, housing, meals, transportation or the like. Courses must be successfully completed in the year in which reimbursement is sought. Reimbursement shall be made within forty-five (45) calendar days of submission of evidence of successful completion of approved coursework to the Board. Reimbursement shall not be made for correspondence courses nor for any course completed after March 15 unless the teacher has returned to full-time employment in the District in the succeeding school term.

An approved course is one which the Superintendent or designee has pre-approved in writing. Approval shall be granted to graduate courses (which otherwise complies with this Section) in the teacher's current field, *i.e.*, directly related to courses being taught by the teacher in the regular program of the District or any course required as part of an approved graduate program. Teachers who are enrolled in an approved graduate program, shall be granted approval for online/correspondence courses that are required as part of the graduate program. Teachers who are enrolled in graduate courses beyond their Master's degree, shall be granted approval for one (1) online/correspondence course per year for graduate courses (which otherwise complies with this Section) in the teacher's current field. A confirming letter into an approved graduate program from the institution must be on file in the Business Office prior to course approval. Reimbursement shall be paid only after presentation of a paid receipt and evidence that a grade of C or better or satisfactory work was performed.

In the event the District requires a teacher to take coursework or acquire a license/certificate, the cost of such coursework, licensure or certification shall be paid in full by the District and not considered tuition reimbursement.

E. Complimentary Tickets

All teachers shall receive complimentary admission to all school sponsored events conducted in the District and complimentary admission for their immediate family at all athletic events sponsored by and held in the District, provided this Section shall not be applicable to tournaments.

F. Internal Substitute Pay

Any teacher who assumes responsibility for another teacher's class shall be paid at the rate of twenty-nine dollars and ninety-four cents (\$29.94) for the 2009-2010 school year, thirty dollars and fifty-four cents (\$30.54) for the 2010-2011 school year, thirty-one dollars and fifteen cents (\$31.15) for the 2011-2012 school year, and thirty-one dollars and seventy-seven cents (\$31.77) for the 2012-2013 school year. Any teacher covering the class or other assignment of one (1) or more other teachers in addition to covering his/her own assignment ("double duty subbing") shall be paid at the same rate as a teacher who substitutes during his/her preparation period. All internal substitutes shall earn one (1) period of pay per assignment covered.

G. Overload Assignment Pay

If a teacher shall be given an academic class for the duration of a semester in excess of the normal teacher load, the teacher shall receive an additional stipend of three thousand five hundred eighty-one dollars (\$3,581) for such semester during the 2009-2010 school year, three thousand six hundred fifty-three dollars (\$3,653) for such semester during the 2010-2011 school year, three thousand seven hundred twenty-six dollars (\$3,726) during the 2011-2012 school year, and three thousand eight hundred one dollars (\$3,801) during the 2012-2013 school year.

Before implementing any overload assignment, such shall be discussed with the teacher. The Board acknowledges that it is desirable to limit the number of involuntary overload assignments to those which are reasonably necessary to meet the District's obligations to students which cannot be financially and/or otherwise effectually accomplished through the addition of regular full-time or part-time staff.

H. Retirement System Payments

The Board shall remit for each teacher the ITRS percentage of 9.4%/ITRS Factor 0.103753 Illinois Teachers' Retirement System (ITRS) contribution including increases up to 0.2% (or up to 9.6%) for the term of this Agreement.

I. Professional Meetings

1. Teachers shall have a reasonable expectation to attend at least one (1) appropriate professional meeting, such as a seminar, convention, or workshop. The Board shall annually establish a budget for such attendance. Teachers shall make every effort to file their applications with their area administrator at least twenty-one (21) calendar days prior to the professional meeting. A

committee consisting of the Union president or designee, one (1) additional Union member, and two (2) persons appointed by the Superintendent of designee shall evaluate and grant applications to attend professional meetings. Applications shall indicate the relevance of the professional meeting to the applicant's teaching assignment, anticipated expenses, and proposed method and timeline of disseminating information to appropriate staff members. The Board shall, where feasible, pre-pay expenses (especially registration fees and meals which are part of the program of the professional meeting) and shall reimburse the teacher for other expenses, as prescribed in subsections a-d below, upon presentation of appropriate receipts or other documentation. Attendance on any day shall not be approved if two (2) teachers have been previously granted permission to attend a professional meeting, athletic clinic or workshop on such date, except as the Superintendent or designee shall specifically authorize.

- a. The cost of housing, if necessary, at the lowest reasonable rates up to \$100 per person per day for a maximum of two (2) nights, provided that the anticipated cost is presented with the original application for attendance, such cost is approved, and the appropriate receipt is presented for reimbursement;
 - b. Meals at a rate of fifty-four dollars (\$54.00) per day in 2009-2010, fifty-five dollars and eight cents (\$55.08) per day in 2010-2011, fifty-six dollars and eighteen cents (\$56.18) per day in 2011-2012, and fifty-seven dollars and thirty cents (\$57.30) per day in 2012-2013 for three (3) meals, if the teacher is required to stay overnight at the location of the professional meeting and provided that the teacher submits the appropriate receipts for reimbursement;
 - c. Necessary actual expenses when a vehicle is provided by the Board or, when the Board does not provide a vehicle, at the mileage rate in effect at the onset of the school year authorized by the Internal Revenue Service for deductions without evidentiary justification, up to a two hundred twenty-five dollar (\$225) maximum;
 - d. Other necessary expenses (such as the required registration fees, tolls, and parking) as approved by the Administration.
2. If the teacher does not stay overnight at the location of the professional meeting or if the teacher should purchase fewer than three (3) meals, then reimbursement for meals shall be eighteen percent (18%) of the daily rate for breakfast, thirty-two percent (32%) of the daily rate for lunch, and fifty percent (50%) of the daily rate for dinner, provided the teacher submits the appropriate receipt(s) for reimbursement. In the case of all professional meetings approved by the Administration which include as part of the program(s) (a) pre-determined meal(s) at (a) pre-determined price(s), the Board shall pay the full cost of such meal(s) notwithstanding the rates as set forth above.

J. Coaches

1. If the Board shall employ one (1) or more persons to coach a sport, at least one (1) of such persons shall be designated as the head coach.
2. The Head Coach in each sport or his/her designee, and one assistant shall have a reasonable expectation to attend one (1) clinic or workshop annually and be reimbursed expenses therefore prescribed by Section I above. In the event a coach serves in more than one (1) sport, the coach shall be allowed to attend one (1) additional athletic clinic or workshop. Head Coaches or a designated assistant coach in that sport shall have the right to attend the final post-season state tournament in the sport which they have coached and be reimbursed their expenses therefor as prescribed by Section I, above. One designated assistant coach shall have the right to attend the final post-season state tournament in each sport and be reimbursed his/her expenses therefor as prescribed by Section I, above. Other assistant coaches shall have the right to attend one (1)

final post-season state tournament in one (1) of the sports in which they have coached and the Board shall pay the cost of the substitute teacher.

Attendance on any day shall not be approved if two (2) teachers have been previously granted permission to attend a professional meeting, athletic clinic or workshop on such date, except as the Superintendent or designee shall specifically authorize.

3. Coaches shall be compensated pursuant to Appendix B of this Agreement.

K. Extra-Curricular Activities

Administration will hire bargaining unit members first, but will reserve the right to hire the most qualified individual for the position. Teachers who are authorized by the Board to perform extra-curricular activities shall be compensated pursuant to Appendix B of this Agreement.

L. Retirement Benefits

1. Retirement Benefits Based on Years of Service and Non-ERO Retirement

Eligible teachers applying for this benefit must submit a written request to the Superintendent and his/her ITRS Personal Statement of Benefits on or before the February 1 of the school year in which the teacher expects to receive his/her first salary retirement benefit but not earlier than the preceding October 1st of that same school year. Teachers submitting a written request under this section shall not be eligible for horizontal movement on the salary schedule subsequent to submitting such request.

Such retirement benefits shall not be payable in any respect if the Board is or shall be obligated to make any payments pursuant to the Early Retirement Option (ERO) of the Illinois Pension Code or any other retirement or pension benefit which may be hereinafter established or created.

No more than three (3) teachers shall be eligible to retire under this benefit in any single year. Immediately following the deadline date each year, teachers making application shall be notified as to their acceptance for the benefit. Should more than three (3) teachers apply in a single year, the three (3) teachers with the greatest District seniority shall be selected.

A teacher who gives notice of retirement prior to having completed thirty-five (35) years of creditable service with ITRS at the time of such notice shall, concurrent with such notice, execute a promissory note payable to the Board for the amount of retirement benefits to be paid hereunder by the Board, provided nothing herein shall preclude the teacher and the Board from adjusting the original proffered date of retirement to a later date which would qualify the teacher to full retirement benefits without discount and without giving rise to any required Board payment to ITRS as a consequence of such retirement. In the absence of a contrary agreement between the teacher and the Board, such later date shall occur at the end of an academic semester or at such time as the Board shall secure what it deems to be a qualified replacement.

PROMISSORY NOTE

I, _____, assert and promise as follows:

On the date of my retirement as a full-time teacher at Grant Community High School District No. 124, I will have attained at least age sixty (60) or have attained at least thirty-five (35) years of service credit with the Illinois Teachers' Retirement System (ITRS), OR I will have attained whatever

requirements may be necessary under Illinois Pension Code to eliminate any employer paid retirement penalty on my behalf. In the event that unforeseen circumstances prevent me from attaining the above, I agree to remain a full-time teacher at Grant Community High School District No. 124 until such time as I do and to otherwise comply with the applicable provision of the Collective Bargaining Agreement in force between the Board of Education of Grant Community High School District No. 124 and the Grant Council of the Lake County Federation of Teachers, Local 504, IFT-AFT/AFL-CIO.

If for any reason I should default on the above requirements, then for value received, I promise to pay to the order of the Board of Education of Grant Community High School District No. 124, the total sum of One Dollar (\$1.00), plus all amounts (including withholding and other taxes) added to my overall compensation by the Board of Education of Grant Community High School District No. 124 as a consequence of my having elected retirement pursuant to Section L.1 of Article VIII of the Collective Bargaining Agreement in effect between said Board of Education and the Grant Council of the Lake County Federation of Teachers, Local 504, IFT-AFT/AFL-CIO. Such payment shall be made no later than my final day of service with Grant Community High School District No. 124.

I agree that should I default in the above referenced payment, I hereby waive any notice of default and service of process and confess to a judgment that may be entered against me in a court of competent jurisdiction. I further agree that in the event of a default of this agreement, I will pay all costs and fees (including attorney's fees) incurred by the Board of Education of Grant Community High School District No. 124 in collecting the balance due.

_____	_____
Signed	Date
WITNESSES:	
_____	_____
	Date
_____	_____
	Date

A. Retirement Benefit with Twenty Years of Full-Time Employment

In order to be eligible for this benefit, teachers at the date of retirement must:

- i) have completed at least twenty (20) years of full-time employment with the District, AND
- ii) have attained at least age 60 or have attained at least thirty-five (35) years of service credit with Illinois Teachers' Retirement System (ITRS), OR
- iii) have attained whatever requirements may be necessary under Illinois Pension Code to eliminate any employer paid retirement penalty on behalf of the teacher.

For up to the last four (4) years of the eligible teacher's employment, the teacher shall receive a six percent (6%) increase in overall compensation above the overall compensation of the preceding year. If the teacher announces retirement in the fifth year prior to retirement, an eleven percent (11%) increase in overall compensation above the overall compensation of the preceding year shall be awarded. Overall compensation is defined as salary as listed on the salary schedule plus flex monies (collectively referred to as "basic compensation"), plus any Board paid ITRS contribution, including any vertical salary step increase or longevity payment, but excluding extra-curricular salaries and stipends.

Example: Teacher retiring in June of 2014
 Notice between 10-1-09 and 2-1-10
 Overall compensation in 2008-09 = \$50,000

2009-10 \$55,500 (11% increase over 08/09) + Extra-curricular & Stipends
 2010-11 \$58,830 (6% increase over 09/10) + Extra-curricular & Stipends

2011-12 \$62,360 (6% increase over 10/11) + Extra-curricular & Stipends
 2012-13 \$66,101 (6% increase over 11/12) + Extra-curricular & Stipends
 2013-14 \$70,067 (6% increase over 12/13) + Extra-curricular & Stipends

B. Retirement Benefit with Ten Years of Full-Time Employment

In order to be eligible for this benefit, teachers at the date of retirement must:

- i) have completed at least ten (10) years of full-time employment with the District, AND
- ii) have attained at least age 60 or have attained at least thirty-five (35) years of service credit with Illinois Teachers' Retirement System (ITRS), OR
- iii) have attained whatever requirements may be necessary under Illinois Pension Code to eliminate any employer paid retirement penalty on behalf of the teacher.

For up to the last four (4) years of the eligible teacher's employment, the teacher shall receive a six percent (6%) increase in overall compensation above the overall compensation of the preceding year. Overall compensation is defined as salary as listed on the salary schedule plus flex monies (collectively referred to as "basic compensation"), plus any Board paid ITRS contribution, including any vertical salary step increase or longevity payment, but excluding extra-curricular salaries and stipends.

Example: Teacher retiring in June of 2015
 Notice between 10-1-11 and 2-1-12
 Overall compensation in 2010-11 = \$50,000

2011-12 \$53,000 (6% increase over 10/11) + Extra-curricular & Stipends
 2012-13 \$56,180 (6% increase over 11/12) + Extra-curricular & Stipends
 2013-14 \$59,551 (6% increase over 12/13) + Extra-curricular & Stipends
 2013-15 \$63,124 (6% increase over 13/14) + Extra-curricular & Stipends

- 2. Teachers aged fifty-five (55) years or older, with a minimum of ten (10) years full-time employment in the District immediately preceding their retirement who retire under the provisions of the Illinois Teacher's Retirement System (ITRS) and who are not covered by another employer's insurance program, may enroll in a qualified Health Maintenance Organization (HMO) or in the hospital-surgical-major medical insurance group plan provided by the ITRS. Upon receipt of proof of payment, the Board shall promptly reimburse the retiree for the premium for the individual coverage under such plan, provided such premium reimbursement shall not exceed the then current cost of the single premium in the group plan provided by ITRS, not to exceed one hundred dollars (\$100) per month. This sub-section shall cease to be operative upon the death of the retiree or after a period equal to the length of the teacher's consecutive full-time service to the District or after fifteen (15) years, whichever shall first occur.
- 3. Teachers who terminate their service with the Board and retire from teaching may, at their option, continue in the group health/major medical and/or dental insurance plans provided by the Board in accordance with COBRA and any other applicable statute.
- 4. Nothing contained herein shall limit the right of the Board to offer additional retirement incentives to individual teachers. The Union shall consider any such additional incentives offered by the Board as non-precedential with respect individual teachers and future contractual agreements between the Board and the Union. Nothing in this Agreement shall preclude an agreement between a teacher and the Board to adjust the teacher's salary during the final five (5) years of employment in the District, provided that at the time of such agreement the Union is so notified.

M. Horizontal Compensation Movement

Placement on compensation column is contingent upon the filing with the Business Office of official transcript(s). Horizontal movement shall be made effective at the onset of the school term or at the

mid-point of the school term, provided notice of qualification shall be filed in advance of the school term/second semester and the transcript filed within thirty (30) calendar days after the onset of the school term/semester.

N. Compensation

Teachers shall receive salary as shown in Appendices A (1) – A (4), flex monies as defined in Article VIII. B. and ITRS contributions as defined in Article VIII. H. and the complete total shall be called overall compensation.

Regular part-time teachers shall receive pro-rata overall compensation.

The above shall constitute each teacher's overall compensation for purposes of the Cafeteria/Flexible Benefits Plan.

Each teacher's total compensation, for purposes of TRS contributions as outlined in Section I, shall equal the teacher's overall compensation plus any other compensation due the teacher herein.

O. Computer Technology Training

The District shall provide compensation in the amount of two hundred dollars (\$200) per teacher for staff development training in computer technology, subject to the following conditions:

1. Compensation shall be offered annually for the term of this Agreement.
2. Compensation shall only be available for training provided at Grant Community High School by organizations authorized by the Board.
3. Unused training dollars shall not be cumulative from year to year nor transferable from teacher to teacher.
4. Appropriate training materials shall be provided with the course offering(s). Should Division Heads determine additional materials are needed for the curriculum responsibility of any given teacher, said materials shall be included in the normal budgeting process for the particular department.
5. Course credit for computer training shall not qualify toward horizontal movement on the salary schedule.
6. Should a teacher enroll in a class and fail to attend, said teacher shall be liable for costs incurred by the District resulting from non-attendance. Should non-attendance result from circumstances beyond the teacher's control, no liability shall be incurred.

P. Longevity

Each teacher who was at the end of his/her respective salary schedule column during the previous school year, and who remains in the same lane and who shall receive no vertical increment during the current school year, shall receive an increase in salary equal to three and one-half percent (3.5%) in school years 2009-2010, 2010-2011, and 2011-2012 and four percent (4.0%) in school year 2012-2013 above the salary paid to that teacher for the previous school year.

Each teacher who was at the end of his/her respective compensation column during the previous school year, and who moves to a higher lane horizontally but shall not receive a vertical increment during the current school year, shall receive an increase in salary equal to three and one-half percent (3.5%) in school years 2009-2010, 2010-2011, and 2011-2012 and four percent (4.0%) in school year 2012-2013 above the salary paid to that teacher for the previous school year, plus one thousand seven hundred fifty dollars (\$1,750).

This longevity stipend shall be payable to the teacher in their regular paycheck over eighteen (18) or twenty-four (24) periods.

Q. Restriction on BA and BA+15 Lanes of Salary Schedule

Access below Step 13, on the BA salary lane, as numbered on the 1994-95 salary schedule, and Step 14 on the BA+15 salary lane, as numbered on the 1994-95 salary schedule, shall be available only to teachers on tenure at the start of the 1994-95 school term. There shall be no access for non-tenured teachers or new hires in subsequent years.

R. Homebound Tutoring Pay

Any teacher who performs homebound tutoring services shall be paid at the rate of thirty-nine dollars and seventy cents (\$39.70) per hour in the 2009-2010 school year, forty dollars and forty-nine cents per hour (\$40.49) per hour in the 2010-2011 school year, and forty-one dollars and thirty cents (\$41.30) per hour in the 2011-2012 school year, and forty-two dollars and thirteen cents (\$42.13) per hour in the 2012-2013 school year.

ARTICLE IX

DURATION AND RELATED CLAUSES

A. Duration of Contract

This Agreement shall be effective on August 24, 2009 and shall continue in effect through the day preceding the onset of the 2013-2014 school term.

B. Date to Start Negotiations

The parties agree to enter into negotiations for a Successor Agreement not later than January 15 of the year in which this Agreement expires.

C. Negotiations Procedures

During negotiations, the parties shall offer proposals and counterproposals and exchange relevant points of view. Either party may utilize the services of consultants or representatives in negotiations.

D. Time for Negotiations

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

E. Technical Clauses

1. Separability

Should any Article, Section or Clause of this Agreement be declared illegal by a court of competent jurisdiction, said Article, Section or Clause shall be deleted from this Agreement. The remaining Articles, Sections or Clauses shall remain in full force and effect for the duration of this Agreement if not affected by the deleted Article, Section or Clause.

2. Complete Understanding

The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto. 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.

3. Waiver of Additional Bargaining

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or by specific agreement of the parties, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, for the life of this Agreement, the parties each voluntarily and unqualifiedly waive any right which might otherwise exist under law, practice or custom to negotiate over any matter during the term of this Agreement and each agrees that the other shall

not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

4. Board Policy

This contract and its provisions shall be deemed the policy of the Board and supersedes any Board policy that is presently to the contrary. Except as hereinabove otherwise provided, the Board reserves the right to amend its policies other than as contained in this Agreement from time to time as deemed necessary.

F. Management Rights

It is expressly understood and agreed that all functions, rights, powers or authority of the administration of the School District and of the Board of education which are not specifically limited by the express language of this Agreement are retained by the Board, provided such right shall not be exercised as to violate any of the specific provisions of this Agreement.

G. No-Strike Clause

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

H. Typing and Printing of This Agreement

The Union shall assume all responsibility and cost related to the typing of this Agreement for execution by the parties. Upon execution of this Agreement, the Union shall assume all responsibility for the printing of sufficient copies of this Agreement for the parties. The Board shall reimburse the Union for one-half (½) the cost of such printing.

IN WITNESS WHEREOF:

President, Board of Education
School District No. 124,
Lake County, Illinois

President, Grant Council, a
Council of the Lake County
Federation of Teachers, Local
504, IFT-AFT/AFL-CIO

Dated:_____

Dated:_____

APPENDIX A (1)

2009-2010 Salary Schedule without TRS

Step	BA	BA+15	MA	MA+15	MA+30	MA+45
0	\$34,595	\$35,045	\$36,205	\$37,414	\$38,676	\$39,991
1	\$35,097	\$36,257	\$37,467	\$38,726	\$40,040	\$41,409
2	\$36,257	\$37,466	\$38,727	\$40,040	\$41,409	\$42,838
3	\$37,466	\$38,726	\$40,041	\$41,409	\$42,838	\$44,327
4	\$38,726	\$40,040	\$41,410	\$42,838	\$44,327	\$45,877
5	\$40,040	\$41,409	\$42,839	\$44,327	\$45,877	\$47,495
6	\$41,409	\$42,838	\$44,328	\$45,877	\$47,495	\$49,181
7	\$42,838	\$44,327	\$45,879	\$47,495	\$49,181	\$50,940
8	\$44,327	\$45,877	\$47,497	\$49,181	\$50,940	\$52,715
9	\$45,877	\$47,495	\$49,183	\$50,940	\$52,772	\$54,682
10	\$47,495	\$49,181	\$50,942	\$52,772	\$54,682	\$56,674
11	\$49,181	\$50,940	\$52,774	\$54,682	\$56,674	\$58,751
12	\$50,940	\$52,772	\$54,685	\$56,674	\$58,751	\$60,916
13	\$52,772	\$54,682	\$56,678	\$58,751	\$60,916	\$63,173
14	\$54,682	\$56,674	\$58,754	\$60,916	\$63,173	\$65,525
15	\$56,674	\$58,751	\$60,919	\$63,173	\$65,525	\$67,977
16		\$60,916	\$63,176	\$65,525	\$67,977	\$70,535
17			\$65,529	\$67,977	\$70,535	\$73,200

2009-2010 Salary Schedule with TRS

Step	BA	BA+15	MA	MA+15	MA+30	MA+45
0	\$38,184	\$38,681	\$39,961	\$41,296	\$42,689	\$44,140
1	\$38,738	\$40,019	\$41,354	\$42,744	\$44,194	\$45,705
2	\$40,019	\$41,353	\$42,745	\$44,194	\$45,705	\$47,283
3	\$41,353	\$42,744	\$44,195	\$45,705	\$47,283	\$48,926
4	\$42,744	\$44,194	\$45,706	\$47,283	\$48,926	\$50,637
5	\$44,194	\$45,705	\$47,284	\$48,926	\$50,637	\$52,423
6	\$45,705	\$47,283	\$48,927	\$50,637	\$52,423	\$54,284
7	\$47,283	\$48,926	\$50,639	\$52,423	\$54,284	\$56,225
8	\$48,926	\$50,637	\$52,425	\$54,284	\$56,225	\$58,184
9	\$50,637	\$52,423	\$54,286	\$56,225	\$58,247	\$60,355
10	\$52,423	\$54,284	\$56,227	\$58,247	\$60,355	\$62,554
11	\$54,284	\$56,225	\$58,249	\$60,355	\$62,554	\$64,847
12	\$56,225	\$58,247	\$60,359	\$62,554	\$64,847	\$67,236
13	\$58,247	\$60,355	\$62,559	\$64,847	\$67,236	\$69,727
14	\$60,355	\$62,554	\$64,850	\$67,236	\$69,727	\$72,323
15	\$62,554	\$64,847	\$67,240	\$69,727	\$72,323	\$75,030
16		\$67,236	\$69,731	\$72,323	\$75,030	\$77,853
17			\$72,328	\$75,030	\$77,853	\$80,795

All prior year teachers shall advance one (1) vertical step each year.

APPENDIX A (2)

2010-2011 Salary Schedule without TRS

Step	BA	BA+15	MA	MA+15	MA+30	MA+45
0	\$34,595	\$35,045	\$36,205	\$37,414	\$38,676	\$39,991
1	\$35,097	\$36,257	\$37,467	\$38,726	\$40,040	\$41,409
2	\$36,257	\$37,466	\$38,727	\$40,040	\$41,409	\$42,838
3	\$37,466	\$38,726	\$40,041	\$41,409	\$42,838	\$44,327
4	\$38,726	\$40,040	\$41,410	\$42,838	\$44,327	\$45,877
5	\$40,040	\$41,409	\$42,839	\$44,327	\$45,877	\$47,495
6	\$41,409	\$42,838	\$44,328	\$45,877	\$47,495	\$49,181
7	\$42,838	\$44,327	\$45,879	\$47,495	\$49,181	\$50,940
8	\$44,327	\$45,877	\$47,497	\$49,181	\$50,940	\$52,715
9	\$45,877	\$47,495	\$49,183	\$50,940	\$52,772	\$54,682
10	\$47,495	\$49,181	\$50,942	\$52,772	\$54,682	\$56,674
11	\$49,181	\$50,940	\$52,774	\$54,682	\$56,674	\$58,751
12	\$50,940	\$52,772	\$54,685	\$56,674	\$58,751	\$60,916
13	\$52,772	\$54,682	\$56,678	\$58,751	\$60,916	\$63,173
14	\$54,682	\$56,674	\$58,754	\$60,916	\$63,173	\$65,525
15	\$56,674	\$58,751	\$60,919	\$63,173	\$65,525	\$67,977
16		\$60,916	\$63,176	\$65,525	\$67,977	\$70,535
17			\$65,529	\$67,977	\$70,535	\$73,200

2010-2011 Salary Schedule with TRS

Step	BA	BA+15	MA	MA+15	MA+30	MA+45
0	\$38,184	\$38,681	\$39,961	\$41,296	\$42,689	\$44,140
1	\$38,738	\$40,019	\$41,354	\$42,744	\$44,194	\$45,705
2	\$40,019	\$41,353	\$42,745	\$44,194	\$45,705	\$47,283
3	\$41,353	\$42,744	\$44,195	\$45,705	\$47,283	\$48,926
4	\$42,744	\$44,194	\$45,706	\$47,283	\$48,926	\$50,637
5	\$44,194	\$45,705	\$47,284	\$48,926	\$50,637	\$52,423
6	\$45,705	\$47,283	\$48,927	\$50,637	\$52,423	\$54,284
7	\$47,283	\$48,926	\$50,639	\$52,423	\$54,284	\$56,225
8	\$48,926	\$50,637	\$52,425	\$54,284	\$56,225	\$58,184
9	\$50,637	\$52,423	\$54,286	\$56,225	\$58,247	\$60,355
10	\$52,423	\$54,284	\$56,227	\$58,247	\$60,355	\$62,554
11	\$54,284	\$56,225	\$58,249	\$60,355	\$62,554	\$64,847
12	\$56,225	\$58,247	\$60,359	\$62,554	\$64,847	\$67,236
13	\$58,247	\$60,355	\$62,559	\$64,847	\$67,236	\$69,727
14	\$60,355	\$62,554	\$64,850	\$67,236	\$69,727	\$72,323
15	\$62,554	\$64,847	\$67,240	\$69,727	\$72,323	\$75,030
16		\$67,236	\$69,731	\$72,323	\$75,030	\$77,853
17			\$72,328	\$75,030	\$77,853	\$80,795

All prior year teachers shall advance one (1) vertical step each year.

APPENDIX A (3)

2011-2012 Salary Schedule without TRS

Step	BA	BA+15	MA	MA+15	MA+30	MA+45
0	\$34,595	\$35,045	\$36,205	\$37,414	\$38,676	\$39,991
1	\$35,097	\$36,257	\$37,467	\$38,726	\$40,040	\$41,409
2	\$36,257	\$37,466	\$38,727	\$40,040	\$41,409	\$42,838
3	\$37,466	\$38,726	\$40,041	\$41,409	\$42,838	\$44,327
4	\$38,726	\$40,040	\$41,410	\$42,838	\$44,327	\$45,877
5	\$40,040	\$41,409	\$42,839	\$44,327	\$45,877	\$47,495
6	\$41,409	\$42,838	\$44,328	\$45,877	\$47,495	\$49,181
7	\$42,838	\$44,327	\$45,879	\$47,495	\$49,181	\$50,940
8	\$44,327	\$45,877	\$47,497	\$49,181	\$50,940	\$52,715
9	\$45,877	\$47,495	\$49,183	\$50,940	\$52,772	\$54,682
10	\$47,495	\$49,181	\$50,942	\$52,772	\$54,682	\$56,674
11	\$49,181	\$50,940	\$52,774	\$54,682	\$56,674	\$58,751
12	\$50,940	\$52,772	\$54,685	\$56,674	\$58,751	\$60,916
13	\$52,772	\$54,682	\$56,678	\$58,751	\$60,916	\$63,173
14	\$54,682	\$56,674	\$58,754	\$60,916	\$63,173	\$65,525
15	\$56,674	\$58,751	\$60,919	\$63,173	\$65,525	\$67,977
16		\$60,916	\$63,176	\$65,525	\$67,977	\$70,535
17			\$65,529	\$67,977	\$70,535	\$73,200

2011-2012 Salary Schedule with TRS

Step	BA	BA+15	MA	MA+15	MA+30	MA+45
0	\$38,184	\$38,681	\$39,961	\$41,296	\$42,689	\$44,140
1	\$38,738	\$40,019	\$41,354	\$42,744	\$44,194	\$45,705
2	\$40,019	\$41,353	\$42,745	\$44,194	\$45,705	\$47,283
3	\$41,353	\$42,744	\$44,195	\$45,705	\$47,283	\$48,926
4	\$42,744	\$44,194	\$45,706	\$47,283	\$48,926	\$50,637
5	\$44,194	\$45,705	\$47,284	\$48,926	\$50,637	\$52,423
6	\$45,705	\$47,283	\$48,927	\$50,637	\$52,423	\$54,284
7	\$47,283	\$48,926	\$50,639	\$52,423	\$54,284	\$56,225
8	\$48,926	\$50,637	\$52,425	\$54,284	\$56,225	\$58,184
9	\$50,637	\$52,423	\$54,286	\$56,225	\$58,247	\$60,355
10	\$52,423	\$54,284	\$56,227	\$58,247	\$60,355	\$62,554
11	\$54,284	\$56,225	\$58,249	\$60,355	\$62,554	\$64,847
12	\$56,225	\$58,247	\$60,359	\$62,554	\$64,847	\$67,236
13	\$58,247	\$60,355	\$62,559	\$64,847	\$67,236	\$69,727
14	\$60,355	\$62,554	\$64,850	\$67,236	\$69,727	\$72,323
15	\$62,554	\$64,847	\$67,240	\$69,727	\$72,323	\$75,030
16		\$67,236	\$69,731	\$72,323	\$75,030	\$77,853
17			\$72,328	\$75,030	\$77,853	\$80,795

All prior year teachers shall advance one (1) vertical step each year.

APPENDIX A (4)

2012-2013 Salary Schedule without TRS

Step	BA	BA+15	MA	MA+15	MA+30	MA+45
0	\$34,751	\$35,203	\$36,368	\$37,582	\$38,850	\$40,171
1	\$35,255	\$36,420	\$37,636	\$38,900	\$40,220	\$41,595
2	\$36,420	\$37,635	\$38,901	\$40,220	\$41,595	\$43,031
3	\$37,635	\$38,900	\$40,221	\$41,595	\$43,031	\$44,526
4	\$38,900	\$40,220	\$41,596	\$43,031	\$44,526	\$46,083
5	\$40,220	\$41,595	\$43,032	\$44,526	\$46,083	\$47,709
6	\$41,595	\$43,031	\$44,527	\$46,083	\$47,709	\$49,402
7	\$43,031	\$44,526	\$46,085	\$47,709	\$49,402	\$51,169
8	\$44,526	\$46,083	\$47,711	\$49,402	\$51,169	\$52,952
9	\$46,083	\$47,709	\$49,404	\$51,169	\$53,009	\$54,928
10	\$47,709	\$49,402	\$51,171	\$53,009	\$54,928	\$56,929
11	\$49,402	\$51,169	\$53,011	\$54,928	\$56,929	\$59,015
12	\$51,169	\$53,009	\$54,931	\$56,929	\$59,015	\$61,190
13	\$53,009	\$54,928	\$56,933	\$59,015	\$61,190	\$63,457
14	\$54,928	\$56,929	\$59,018	\$61,190	\$63,457	\$65,820
15	\$56,929	\$59,015	\$61,193	\$63,457	\$65,820	\$68,283
16		\$61,190	\$63,460	\$65,820	\$68,283	\$70,852
17			\$65,824	\$68,283	\$70,852	\$73,529

2012-2013 Salary Schedule with TRS

Step	BA	BA+15	MA	MA+15	MA+30	MA+45
0	\$38,356	\$38,855	\$40,141	\$41,482	\$42,881	\$44,339
1	\$38,913	\$40,199	\$41,540	\$42,936	\$44,393	\$45,911
2	\$40,199	\$41,539	\$42,937	\$44,393	\$45,911	\$47,495
3	\$41,539	\$42,936	\$44,394	\$45,911	\$47,495	\$49,146
4	\$42,936	\$44,393	\$45,912	\$47,495	\$49,146	\$50,865
5	\$44,393	\$45,911	\$47,496	\$49,146	\$50,865	\$52,659
6	\$45,911	\$47,495	\$49,147	\$50,865	\$52,659	\$54,528
7	\$47,495	\$49,146	\$50,867	\$52,659	\$54,528	\$56,478
8	\$49,146	\$50,865	\$52,661	\$54,528	\$56,478	\$58,446
9	\$50,865	\$52,659	\$54,530	\$56,478	\$58,509	\$60,627
10	\$52,659	\$54,528	\$56,480	\$58,509	\$60,627	\$62,836
11	\$54,528	\$56,478	\$58,512	\$60,627	\$62,836	\$65,138
12	\$56,478	\$58,509	\$60,630	\$62,836	\$65,138	\$67,539
13	\$58,509	\$60,627	\$62,840	\$65,138	\$67,539	\$70,041
14	\$60,627	\$62,836	\$65,142	\$67,539	\$70,041	\$72,649
15	\$62,836	\$65,138	\$67,542	\$70,041	\$72,649	\$75,367
16		\$67,539	\$70,044	\$72,649	\$75,367	\$78,204
17			\$72,653	\$75,367	\$78,204	\$81,158

All prior year teachers shall advance one (1) vertical step each year.

APPENDIX B

COACHES AND EXTRA-CURRICULAR SALARY SCHEDULE

All coaching and extra-curricular positions shall be paid the percentage as listed in the schedule of the following annual rates:

\$8,263 in 2009-10
 \$8,428 in 2010-11
 \$8,597 in 2011-12
 \$8,769 in 2012-13

%

Group I:	Boys Basketball	100%
	Girls Basketball	100%
	Wrestling	100%
	Baseball	100%
	Football	100%
	Girls Softball	100%
	Asst. Coaches more than 5 yrs. exp.	80%
	Asst. Coaches 5 yrs. or less exp.	70%
	Band Director	80%

(NOTE: Band Director consists of after school performances of Marching Band and Concert Band)

Group II:	Boys Track + (extra for winter season)	80% + (20%)
	Girls Track + (extra for winter season)	80% + (20%)
	Assistant Track Coach more than 5 yrs. exp. + (extra for winter season)	64% + (16%)
	Assistant Track Coach 5 yrs. or less exp. + (extra for winter season)	56% + (14%)
	Boys Tennis	80%
	Girls Tennis	80%
	Volleyball	80%
	Bowling	80%
	Cross Country	80%
	Golf	80%
	Asst. Coaches more than 5 yrs. exp.	64%
	Asst. Coaches 5 yrs. or less exp.	56%
	Boys' Head Soccer	80%
	Boys' Assistant Soccer	64/56%
	Girls' Head Soccer	80%
	Head Cheerleader- Fall	60%
	Head Cheerleader - Winter	70%
	Asst. Cheerleader more than 5 yrs. exp. - Fall	25%
	Asst. Cheerleader more than 5 yrs. exp. - Winter	30%
	Asst. Cheerleader 5 yrs. or less exp. - Fall	21%
	Asst. Cheerleader 5 yrs. or less exp. - Winter	27%

Group III:	Musical Director	75%
	Ticket Manager (Boys Only) (NOTE: 78% if Girls continue)	50%
	Weight Room Management - Morning	25%
	Weight Room Management - After School	25%
	Basketball Scorer (V-S/H-A/Tourn.)	44%
	Jazz Band Director	50%
	Madrigals Director (Includes Swing Choir and Chorus)	35%
Group IV:	Fall & Winter Dance Team	40%
	Senior Class Sponsor	35%
	Junior Class Sponsor	35%
	Intramurals	35%
	Newspaper*	35%
	Flag Corp Director	40%
	Academic/TEAMS Coach	35%
Group V:	National Honor Society	45%
	Musical Chorus Director	25%
	Musical Orchestra Director	25%
	Fall Play	50%
Group VI:	Sophomore Class Sponsor	20%
	Freshman Class Sponsor	20%
	School Publicity	20%
	Yearbook*	30%
	Student Council*	50%
	Basketball Timers (V-S/H only)	17%
	Pep Band Director	17%
Group VII:	Literary Magazine	10%
	Football Timer (V-S/H only)	8%
	Variety Show Sponsor	5%
	Environmental Club	10%
	Snow Dog Club	5%
	Art Club	5%

*Meets during school day. Should any or all of these positions begin meeting as an after school activity as opposed to a normal class assignment, the compensation shall increase to 43%.

The Union President shall be given a copy of each extra-curricular contract together with a job description for each activity each year.

Per event activities (ticket takers, timers, scorers, officials, door guards, crowd control, etc.) shall be paid at the rate of \$85.80 during the 2009-10 school year, \$87.52 during the 2010-11 school year, \$89.27 during the 2011-12 school year, and \$91.05 during the 2012-13 school year per event and/or evening. All day events shall be paid at one and one-half (1 ½) times these per event and/or evening rates.

There are certain functions during the school year where chaperones are necessary (i.e. prom, dances). Chaperones approved by Administration for those functions shall be paid at the rate of \$84.54 during the 2009-10 school year, \$86.23 during the 2010-11 school year, \$87.96 during the 2011-12 school year, and \$89.71 during the 2012-13 school year per event and/or evening.

Clubs compensated on the "Coaches and Extra-curricular Salary Schedule" shall meet Board established guidelines for minimum student participation and minimum number of student meetings/events. These guidelines shall be jointly established by the Board of Education and the Union no later than November 1, 2006.

Any Board approved new extracurricular activity (excluding all interscholastic athletics) shall be compensated at a minimum rate of 5% of the annual rate.

APPENDIX C

EXTRA DRIVER EDUCATION SALARY SCHEDULE

The hourly rate of pay for extra Driver Education (classroom and behind the wheel) shall be:

2009-10	\$37.86
2010-11	\$38.62
2011-12	\$39.39
2012-13	\$40.18

APPENDIX D

BELL SCHEDULE

PERIOD	STARTS	ENDS
0	7:05	7:55
1	8:00	8:50
2	8:55	9:45
3	9:50	10:40
4	10:45	11:10
5	11:15	11:40
6	11:45	12:10
7	12:15	12:40
8	12:45	1:10
9	1:15	2:05
10	2:10	3:00

Classes in progress during a 4, 5, 6, 7 or 8 class may at the teacher's option use the passing period as a class break.

LETTER OF UNDERSTANDING

Prior to the start of summer school, individual contracts shall be issued to summer school teachers specifying the hourly rate of pay, the number of hours to be worked per day, and the number of days to be worked. Summer school pay shall be considered creditable earnings with respect to the Illinois Teachers Retirement System.

The hourly rate of pay each summer shall be:

2009-10	\$38.41
2010-11	\$39.18
2011-12	\$39.96
2012-13	\$40.76

Should the Board wish to change the above rates of pay for one (1) or more of the summers involved, it may serve notice of intent to do so by May 1 of any year. Such notice shall be considered an exception to the conditions of Article IX, Section E, 3. Waiver of Additional Bargaining.

For the Board: _____ Date: _____

For the Union: _____ Date: _____

LETTER OF UNDERSTANDING

In the negotiations leading to this Agreement, the parties discussed at length the need for enhanced supervision of students in the halls, cafeteria, and library. In particular, this need is greatest during the lunch periods.

The Board agrees to explore avenues for meeting this need. If financially possible and desirable, the Board shall make a reasonable effort to enhance supervision during these times. The final decision for any change in supervision standards rests solely with the Board.

This Letter of Understanding is not a part of the Agreement and is not subject to enforcement through the grievance procedure.

For the Board: _____ Date: _____

For the Union: _____ Date: _____

LETTER OF UNDERSTANDING

CLASS SIZE

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

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

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

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

For the Board: _____ Date: _____

For the Union: _____ Date: _____

MEMORANDUM OF AGREEMENT

INSURANCE COVERAGE

The following addition shall be made to the 2009-2013 Collective Bargaining Agreement between the Grant Community High School District No. 124 Board of Education ("District") and the Grant Council, Lake County Federation of Teachers, Local 504, IFT-AFT/AFL-CIO ("Union") and shall be subject to the terms and provisions thereof:

The Board shall provide a Well Adult Care two hundred fifty dollars (\$250) annual benefit and a Well Child Care two hundred fifty dollars (\$250) annual benefit at the Board's expense.

Effective January 1, 2010, the following changes shall occur to Plan B:

- 1) The Board shall provide deductibles of five hundred dollars (\$500) for single coverage and one thousand dollars (\$1,000) for single plus/family coverage.
- 2) The Board shall provide out of pocket maxima of one thousand dollars (\$1,000) for single coverage and two thousand dollars (\$2,000) for single plus/family coverage.
- 3) The Board shall provide prescription co-pays in the amount of \$10/\$20/\$30 for single and single plus/family coverage.
- 4) The Board shall provide office co-pays in the amount of thirty dollars (\$30) for single and single plus/family coverage.

Starting with the 2012-2013 school year, the Board shall provide a life time maximum of two million dollars (\$2,000,000) for single/single plus coverage.

This memorandum of agreement represents the mutual and voluntary consent of the parties to execute an addition to the 2009-2013 Collective Bargaining Agreement.

For the Board: _____ Date: _____

For the Union: _____ Date: _____

LETTER OF AGREEMENT

SCHEDULE FOR TEACHERS' MEETINGS ON SCHOOL IMPROVEMENT DAYS

For each school year, starting with the 2009-2010 school year, late start days will replace all but one of the previous early release days.

In order to have more time for teacher meetings at department or division levels and to be able to focus on curriculum, teaching strategies, assessment, etc., teachers will arrive at 7:30 a.m. and meet until approximately 9:00 a.m. on late start days.

At the end of each school year, the Superintendent and Union President will meet to review the success of this model and to determine whether to continue this model or make changes to this model for the following school year.

For the Board: _____ Date: _____

For the Union: _____ Date: _____