

# **AGREEMENT**

**BETWEEN THE  
BOARD OF EDUCATION  
AND THE  
LAKE PARK EDUCATION ASSOCIATION**



**2018-2022**

**LAKE PARK COMMUNITY HIGH SCHOOL DISTRICT 108  
590 S. MEDINAH ROAD  
ROSELLE, ILLINOIS 60172**

## **ACKNOWLEDGEMENTS**

The following individuals represented the Lake Park Education Association (LPEA) and the Board of Education by attending formal discussions on this Agreement during the spring of 2018 on the following dates: April 16, April 23, and April 30, 2018.

Date of Tentative Agreement	April 20, 2018
Date of LPEA ratification	May 16, 2018
Date of Board ratification	May 21, 2018

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The following individuals represented the Lake Park Education Association and the Board of Education during discussions to revise this text to include all applicable Memoranda of Understanding.

### **Representing the Board of Education**

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### **Representing the Lake Park Education Association**

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The revisions to this Agreement were reviewed, edited and recommended by legal counsel representing the Lake Park Education Association and the Board of Education.

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## **ARTICLE 1: RECOGNITION**

### **1.1 Recognition Exceptions**

The Board of Education of District No. 108, DuPage County, Illinois, hereinafter the “Board,” recognizes the Lake Park Education Association, hereinafter the “Association” (acknowledged as an affiliate of the IEA/NEA), as the exclusive employee representative for all employees, including contracted substitutes, provided such shall exclude the Superintendent; Assistant Superintendents; Principal; Associate Principals; Assistant Principals; Directors; Administrative Assistants (Superintendent, Business Services, Human Resources, Curriculum, Principal); Senior Accountant; Human Resources Manager; Director of Communications; Manager of Development; Network Manager; Manager of Information Systems; Custodial/Maintenance Supervisors; Weekend Security Personnel; Substitutes; Student Employees; Temporary Employees; and all other personnel having a preponderance of management or supervisory responsibilities, whether such positions are now in existence or shall be hereafter created. If the Board shall reinstate the position of department administrator in a fashion similar to that which prevailed prior to this Agreement, such position shall be deemed within the bargaining unit.

As used herein, the term “employee” shall refer to all bargaining unit members. The term “teacher” shall refer to all bargaining unit members employed in a position requiring teacher certification. The term “ESP” employee shall refer to all bargaining unit members other than teachers.

### **1.2 Amendment to the Agreement**

No amendment to this Agreement shall be effective unless agreed to in writing by the Board and the Association.

### **1.3 Exclusive Representation**

For the duration of this Agreement, the Board agrees not to negotiate with or recognize any employee organization other than the Lake Park Education Association IEA/NEA.

## **ARTICLE 2: GENERAL ASSOCIATION RIGHTS**

### **2.1 Board Meeting Agenda**

The Association may submit suggested items for consideration of the Board to add to its agenda at any regular Board meeting thereof, provided such shall be in writing and received by the Superintendent or designee at least five (5) working days prior to such meeting of the Board. The Association President or designee shall have the right to address the Board during that portion of the meeting set aside for visitors' comments, which right shall be no less comprehensive than that extended to other visitors, or to submit written comments to the Board of Education which, if received on a timely basis by the Superintendent or designee, shall be included in the agenda materials furnished to the members of the Board of Education for such regular meeting.

### **2.2 Board Meeting Notice**

The Board shall advise the Association President or designee of the regular meeting schedule and of any changes thereof, and shall provide notice of any special meeting of the Board in the same manner as such notice is given to the media or by leaving a copy of such notice in the school mailbox of the Association President or designee.

### **2.3 Board Documents**

The Board agrees to deliver to the Association a copy of the agenda and copies of the public materials pertaining to the agenda prior to each Board meeting at the time such materials are released to the media or no later than 3:00 p.m. on the day of the meeting, whichever is earlier.

### **2.4 Board Minutes**

A copy of all Board minutes, including all attachments, shall be provided to the Association President promptly following the approval of such minutes.

### **2.5 Board Policy and FOIA Requests**

The Board agrees to furnish to the Association all information available to the public upon request as per the Public Records Act and the Freedom of Information Act and Board policies adopted to implement these statutes.

### **2.6 Association Announcements**

Announcements of Association business, which have no impact on the student body, shall be published in an electronic newsletter, electronic mail communication, or through a department representative.

## **2.7 Association Announcements—Intercom**

With the approval of the Principal or designee, announcements of Association business, which have no impact on the student body, may be read over the intercom system in each building. All such announcements shall be outside the regular student attendance day when the main offices are open.

## **2.8 New Employee Information**

Upon the request of the Association President or designee, the Board shall furnish the residential address of a new employee.

## **2.9 Exclusive Representation**

The rights granted herein to the Association shall not be granted or extended to any competing employee organization.

## **2.10 Association Mailbox**

The District will provide an Association mailbox at each campus. Such facility will be included within the cluster of mailboxes provided to serve regular faculty members.

## **2.11 Access to Building**

The Association shall have the right to make reasonable use of meeting rooms within the school buildings subject to the following:

- 2.11.1** Meetings shall not conclude less than ten (10) minutes prior to the beginning of the students' school day nor shall any meeting commence less than ten (10) minutes after students' dismissal without express authorization in advance by the Principal or designee. Any such authorization shall be within the sole discretion of the Principal or designee and shall be non-precedential. Employees assigned to regular duties at the time of such meeting shall not attend such meeting without the express approval of his/her supervisor.
- 2.11.2** The room desired to be utilized shall be designated at least two (2) certified workdays in advance by written communication to the Principal, or designee, of the building involved. A copy of such request shall concurrently be filed with the Superintendent or designee.
- 2.11.3** The Association shall promptly recompense the Board for any damage done by such use. It shall seek to leave the room/facility in the condition in which it was prior to such use.

**2.11.4** Such a meeting shall not include more than ten percent (10%) of persons in attendance who are not members of the bargaining unit, provided this Section shall not apply to any meeting of fifteen (15) persons or less.

**2.11.5** Such use may be denied, cancelled, or transferred to another facility if the Principal and/or Superintendent or their designees reasonably determine the needs of the District so require.

**2.11.6** During any Building or District meeting, the Association typically may be placed on the agenda for up to fifteen (15) minutes. Upon request, the District will notify the Association, in writing, of the reason for any denial. Any determination by the Board pursuant to this Section shall have no precedential effect.

## **2.12 Association Business on School Property**

Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property as permitted by law and subject to prior appropriate notice to the Principal or designee, provided this Section shall not be construed as authorizing any interference with the performance of duties of any employee of the Board.

## **2.13 Internal Communications—Mailboxes**

The Association may use District mailboxes for the distribution of a reasonable quantity of official Association communications to employees provided such communications shall be brought to the Principal or designee and thereupon identified as official Association documents and a copy of such be concurrently furnished to the Principal or designee. The Principal or designee shall promptly have such communications placed in the mailbox of each employee, provided this Section shall not apply to any communication that makes any attack, slur, or innuendo upon any member of the Board of Education or its agents or its employees.

## **2.14 Access to School Equipment**

The Association shall have access to School District equipment in a manner authorized by the Superintendent or designee, when such equipment is not otherwise being used for school business purposes. The Association agrees to reimburse the Board for any supplies used and for damage caused by misuse.

## **2.15 Association Dues Deductions**

The Board shall honor all authorizations for deduction of Association dues, including dues of organizations with which the Association is affiliated, subject to reasonable regulations that may be prescribed from time to time. The Board shall remit such deducted dues to the Association President or designee within fifteen (15) calendar days. The Association shall hold

the Board harmless with respect to such deductions if made in accordance with its authorization.

## **2.16 Credit Union**

The Board shall honor all authorizations for a deduction of any amount up to and including the total amount of the employee's check to be deposited in an employee-designated account at DuPage Credit Union. Nothing herein shall preclude the Board from adding additional financial institutions provided the latter may be discontinued at any time upon the giving of forty-five (45) days' calendar notice to the Association President or designee except as an emergency may dictate a shorter notice to the Association.

## **2.17 Fair Share (Maintenance of Membership)**

Each bargaining unit member (except as otherwise provided herein) as a condition for his/her employment, on or before thirty (30) working days from the date of commencement of regular duties shall join the Association or pay a "fair share fee" to the Association in an amount determined by the Association in accordance with the terms of the Illinois Educational Labor Relations Act.

In the event that the bargaining unit member does not pay his/her "fair share" directly to the Association, the Board shall deduct the "fair share" fee from the wages of the non-member. Such fee shall be paid to the Association by the Board no later than ten (10) days following the deduction.

In the event of any legal action against the employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

**2.17.1** The Employer gives immediate notice of such action in writing to the Association and permits the Association intervention as a party if it so desires, and

**2.17.2** The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and all appellate levels.

The Association agrees that in any action so defended, it will indemnify and hold harmless the employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's non-negligent compliance with this Article.

It is expressly understood that this save harmless provision will not apply to any claim, demand, suit, or other form of liability that may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.

The obligation to pay a fair share fee will not apply to any Employee who, on the basis of a bonafide religious tenet or teaching of a church or religious body of which such Employee is a member or a belief sincerely held with the strength of traditional religious views, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collection of the entire fee, the Association will make payment on behalf of the Employee to a mutually agreeable non-religious charitable organization as per Association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.



## **ARTICLE 3: CLASS SIZE**

### **3.1 Acknowledgement**

The parties acknowledge that while educational research has not established an “ideal” class size, it is reasonably self-evident teachers are able to be more effective instructing smaller rather than larger groups of students. The parties further acknowledge that the ability to achieve appropriate class size is affected by reasonably available financial resources and physical plant, scheduling considerations, evolving technology that may affect the ability to deliver instruction to varying numbers of students, and other pertinent factors.

### **3.2 Affirmation**

The parties also affirm that in determining appropriate class size, careful consideration needs to be given to special needs students, including those who may be enrolled from time-to-time or continuously in regular education classes. The parties further affirm that class size may be ameliorated through the provision of a teacher aide or other assistant, particularly in the enrollment of special needs students. The parties further acknowledge that special circumstances impact the determination of appropriate student load for counselors, psychologists, social workers, nurses, other health workers, and other specialists.

### **3.3 Committee Composition**

To maximize the appropriate determination of class size in accordance with the foregoing, and in accordance with the site-based decision-making philosophy as outlined in Article 20, the Board shall promptly form a committee to examine issues related to class size. This committee shall include an equal number of representatives appointed by the Superintendent and by the Association. The committee shall meet as needed, but especially prior to determination of staffing needs for the following school term, to seek to implement the philosophy enunciated herein. The committee may call upon the services of teachers, administrators, or others to assist it in its recommendations.

## **ARTICLE 4: OBSERVATION AND EVALUATION**

### **4.1 Licensed Evaluation**

Within 20 licensed workdays of the beginning of each school term, or a licensed staff member's initial date of employment, whichever shall occur later, the Superintendent or designee shall acquaint each new licensed staff member with the Lake Park Licensed Staff Evaluation Plan. Classroom observations shall not take place until this orientation is complete.

#### **4.1.1 Plan Elements and Commitments**

- Licensed staff members regularly assigned to more than one (1) campus shall not receive a summative evaluation at more than one (1) campus.
- Licensed staff evaluation shall follow Section 5/24A of the Illinois School Code and all the processes and timelines established in the Lake Park Licensed Staff Evaluation Plan.

#### **4.1.2 Licensed Evaluation Plan Components**

The licensed evaluation plan will consist of the following elements.

- Formal Observations (to include a pre-conference, observation, and post-conference)
- Professional Responsibilities (Domain 4)
- Professional Growth Planning (Non-Teaching Licensed Staff Only)
- Student Growth (Teaching Licensed Staff Only)
- Student Growth Reflection (Teaching Licensed Staff Only)

#### **4.1.3 Licensed Evaluation Formal Observation Timelines**

The licensed evaluation formal observation process shall adhere to the following timelines.

- The pre-observation conference shall occur within five (5) workdays of the scheduled observation date.
- The post-observation conference shall typically occur within five (5) workdays following the formal observation.
- Licensed staff shall receive a written evaluation within a reasonable period following the formal observation, typically no more than fifteen (15) workdays after the formal observation. The evaluator will sign this document and the licensed staff member shall acknowledge receipt of the document with his or her signature.

#### **4.1.4 Licensed Staff Summative Evaluation and Performance Rating**

Licensed staff will receive a performance evaluation rating at the end of their evaluation cycle from their assigned evaluator at a designated summative conference, which the evaluator will conduct no later than May 15 in the second year of a tenured staff member's evaluation cycle or by March 15 for non-tenured staff. Licensed staff will receive one of the possible ratings

identified in Section 5/24A of the Illinois School Code. The evaluator will sign this document and the licensed staff member shall acknowledge receipt of the document with his or her signature.

#### **4.1.5 Professional Development Plan (PDP)**

Tenured Licensed staff members receiving a “Needs Improvement” rating in their final performance evaluation shall develop a professional development plan, in consultation with their evaluator, designed to address the areas of weakness identified in the summative evaluation in accordance with the procedures specified in Section 5/24A of the Illinois School Code and the Lake Park Licensed Staff Evaluation Plan. Non-tenured licensed staff members will engage in the professional development planning process should the district decide to continue their employment into a future school year.

#### **4.1.6 Remediation**

Within thirty (30) school days after a tenured licensed staff member has been notified of an “Unsatisfactory” rating, the District will develop and begin to implement a remediation plan to correct deficiencies. The Principal will develop a remediation plan in consultation with a consulting licensed staff member who the Board of Education will chose from a list of possible candidates prepared by the Association President and the Superintendent. Licensed staff members must provide consent to serve as a consulting licensed staff member in the remediation process.

The remediation process will follow all of the processes and procedures detailed in Section 24A of the Illinois School Code and the Lake Park Licensed Staff Evaluation Plan.

##### **4.1.6.1 Consulting Licensed Staff**

It is agreed that any statements made by a licensed staff member to anyone about a licensed staff member formally under remediation, which are related to the function of a consulting licensed staff member, are confidential and may not be used by the Board, its agents, or the licensed staff member under remediation in any subsequent evaluations, conversations, or licensed dismissal hearings. It is the intent of the parties that any statements made by the consulting licensed staff member to or about the licensed staff member under remediation shall be in strict confidence. The consulting licensed staff member is not authorized or required to evaluate the remediating licensed staff member, and cannot testify at any subsequent licensed dismissal hearing.

- The Board acknowledges that in the role of a consulting licensed staff member, the licensed staff member retains all of the protection of The School Code with respect to being defended and held harmless by the Board of Education.
- Consulting licensed staff members shall be provided reasonable clerical assistance for the performance of their required duties and such released time

or other compensation as the Board, the Association, and the consulting licensed staff member shall agree upon.

- At the conclusion of the summative appraisal conference, the Principal will ask each licensed staff member who meets the qualifications for being a consulting licensed staff member, under Section 5/24A of the Illinois School Code, if he or she would be willing to be a consulting licensed staff member if the need for those services should arise.
- The Principal will compile a list of licensed staff members willing to consult and will forward the list to the Superintendent and the President of the Association as soon after April 1 as shall be possible.
- Lists of potential consulting licensed staff members, as well as the names of licensed staff members to be remediated, will be held in strictest confidence by all members of the administration and by the President of the Association, as is normal practice in matters pertaining to personnel.
- To choose a consulting licensed staff member, the Association President will prepare a list of possible candidates, as will the Superintendent. The Board of Education will choose a consulting licensed staff member, with the consulting licensed staff member's consent.
- When a consulting licensed staff member is not available in the School District, the State Board of Education shall be requested to provide one. This consulting licensed staff member shall be governed by all appropriate articles of this Agreement to the extent allowed by law or regulation.
- Those persons chosen to be consulting licensed staff members shall, at the Board's expense, be provided training in their roles and responsibilities.

#### **4.1.7 Dismissal**

Any licensed tenured staff member who fails to complete the ninety (90) school day remediation plan with a "Proficient" or better rating will be dismissed in accordance with Sections 5/24A and 5/24-12 of the Illinois School Code. Any licensed staff member who is rated "Excellent" or "Proficient" upon completion of the remediation period will be evaluated in the school year immediately following the "Unsatisfactory" rating which initiated the remediation process.

#### **4.1.8 Timely Notice of Weakness**

The Board acknowledges the desirability of prompt notification of the identification of a licensed staff member's problem or weakness.

## **4.2 ESP Evaluation**

Before the end of September of each year, or within thirty (30) calendar days of initial employment, whichever shall occur later, the Superintendent or designee shall acquaint each

new ESP employee with the existing ESP employee evaluation procedures. Classroom observations shall not take place until this orientation is complete.

#### **4.2.1 Plan Elements and Commitments**

- ESP employees regularly assigned to more than one (1) campus shall be advised, upon request, which administrator(s) is/are their primary evaluator(s).
- All formal evaluations of the ESP employee shall be conducted with the knowledge of the employee.
- Any informal observations which are to be used to evaluate the ESP employee shall be reduced to writing and shall be discussed with the employee within a reasonable period, typically within fifteen (15) workdays following the informal observation. The employee shall acknowledge the receipt of the informal evaluation in writing, and it shall go into the employee's personnel file.
- The Administration shall make every reasonable effort to summatively evaluate each ESP employee at least once in a two-year period.
- Each formal written evaluation shall seek to take into consideration all pertinent aspects of the employee's job description.
- At the request of the ESP employee, the evaluation conference shall include a review of the major duties of such employee.
- A copy of each formal written evaluation shall be given to the ESP employee and a conference shall be held between the employee and the evaluator within a reasonable period, but typically no more than ten (10) workdays following the evaluation. The evaluator shall sign the evaluation and the employee shall acknowledge its receipt with his/her signature.
- If the ESP employee feels that the formal written evaluation is incomplete, inaccurate, or unjust, the employee may submit such objection in writing within ten (10) workdays for inclusion in the employee's personnel file. Such objections shall be signed by the employee and, upon request, an administrator shall acknowledge receipt of a copy thereof.
- The Board acknowledges the appropriateness of seeking to provide ESP employees with recommendations to overcome difficulties noted in the formal evaluation process.
- Additional or revised procedures may be utilized provided notice thereof shall be given to the affected ESP employee.
- No extended evaluation shall take place until such orientation has been completed.

### **4.3 Evaluation of Co-Curricular Assignments**

The Board acknowledges the desirability of observation and supervision of co-curricular assignments.

#### **4.4 Evaluation Form Conformance to Agreement**

The current appraisal document shall be made to conform to existing contractual language.

## **ARTICLE 5: GRIEVANCE PROCEDURE**

### **5.1 Definition**

A grievance shall be any claim by the Association or an employee that there has been violation, misrepresentation, or misapplication of the terms of this Agreement. As used herein, the term “days” shall mean days on which the District’s administrative offices are open.

### **5.2 Procedures**

The parties hereto acknowledge that it is usually most desirable for an employee to resolve problems through free and informal communications. Before a grievance is filed by an employee and/or the Association, the employee and/or the Association representative must meet with the immediate supervisor and/or Principal to discuss the alleged contract violation. When requested by the employee, an Association representative may accompany the employee to assist in the informal resolution of the grievance. The Association has twenty (20) days from the occurrence of the grievance to refer the grievance in writing to the Principal or designee. Within this twenty (20) day period, the parties will problem-solve and attempt to resolve the grievance informally.

**5.2.1** Step One. If the grievance is not resolved at the informal level, then the grievant or the Association may refer the grievance to the Principal in writing. Such grievance shall be submitted in writing within twenty (20) days of the occurrence of the grievance or within twenty (20) days of when occurrence should reasonably have become known. The Principal or designee shall arrange with the Association representative for a meeting to take place within twenty (20) days of the Principal’s receipt of the grievance. The grievant shall have the right to include in such representation witnesses as deemed necessary. Within twenty (20) days of the meeting, the grievant and the Association shall be provided with the Principal’s written response, including the reason(s) for the decision.

**5.2.2** Step Two. If the Association is not satisfied with disposition of the grievance at Step One, the Association may submit the grievance appeal to the Superintendent within ten (10) days for review. The Superintendent shall arrange with the Association representative for a meeting to take place within ten (10) days of the Superintendent’s receipt of the grievance appeal. The grievant shall have the right to include in such representation witnesses as deemed necessary. Within ten (10) days of the meeting, the grievant and the Association shall be provided with the Superintendent’s written response, including the reason(s) for the decision.

**5.2.3** Step Three. If the Association is not satisfied with the disposition of the grievance at Step Two, the Association may submit the grievance to final and binding arbitration utilizing voluntary labor arbitration procedures of the American Arbitration Association.

If a demand for the arbitration is not filed within thirty (30) days of the date for the previous step answer, then the grievance shall be deemed withdrawn.

**5.2.3.1** The arbitrator shall have no power to alter, modify or otherwise revise the terms of this collective bargaining agreement. The arbitrator's authority shall be strictly limited to deciding only the issue or issues presented by the Board and Association and his/her decisions shall be based exclusively upon an interpretation of the meaning or application of the express terms of the contract.

### **5.3 Bypass to the Superintendent**

If the Association and the Superintendent or their designees agree, any step of the grievance procedure may be bypassed and the grievance brought directly to the next step.

### **5.4 Bypass to Arbitration**

If the Superintendent and the Association President or their designees agree, the grievance may be submitted directly to arbitration.

### **5.5 Multiple Administrators/Supervisors**

Grievances involving two or more administrators/supervisors at separate campuses and grievances involving an administrator above the building level may be initially filed at Step Two.

### **5.6 Association Participation—Employee Represented**

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

### **5.7 Association Participation—Employee Not Represented**

When an employee is not represented by the Association, the Association shall reserve the right to have its representative present to state its views at any formal stage of the grievance procedure.

### **5.8 Board of Education/Administrative Cooperation**

The Board, through the administration, shall cooperate with the Association in the investigation of any grievance, provided the Board shall not be required to disclose any nonpublic information or do unreasonable research or assembly of information.



## **5.9 Individual Grievance**

If an individual employee files a grievance on his/her own behalf, management will inform the Association of the filing of the grievance.

## **5.10 No Reprisals Clause**

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

## **5.11 Released Time**

Should any grievance meeting or hearing require that an employee or an Association representative be present, he/she shall be released from his/her regular assignment without loss of pay or benefits. The administration shall not be obligated, however, to schedule any grievance step meeting or hearing during the licensed staff member's regular workday hours.

## **5.12 Filing of Materials**

All records related to a grievance shall be filed separately from the personnel file of the employee.

## **5.13 Grievance Withdrawal**

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

## **5.14 Grievance Time Limits**

The failure of the employee or Association to act within the time limits set forth shall preclude further appeal of the grievance. Upon the failure of the Board to meet the time limits prescribed in this procedure, the grievance may be advanced to the next highest level.

## **5.15 Arbitration**

Nothing herein shall preclude the use of expedited arbitration procedures by mutual agreement of the Board and Association.

## **5.16 Arbitration Costs**

The fees and the expenses of the arbitrator and a mutually agreed upon court reporter (if any) shall be shared equally by the parties if either party requests a transcript. If both parties order a transcript, the cost of the transcripts, including the arbitrator's copy, shall be divided equally between the Board and the Association.

## **5.17 Violations of Board Policy**

The Association or any employee may assert the violation of Board policy pursuant to a procedure which the Board of Education agrees to adopt promptly following the execution of this Agreement and to maintain in effect during the term of this Agreement. Such procedure shall parallel the grievance procedure established by this Article except that the final step shall be the discretionary determination of the Board of Education rather than binding arbitration.

## **ARTICLE 6: INSURANCE**

### **6.1 Medical/Hospital Insurance**

All licensed employees and twelve (12) months per year and ten (10) months per year ESP employees are eligible to participate in the medical/hospital plan. Part-time licensed and part-time ESP employees can obtain health insurance coverage on a pro-rata basis. Part-time licensed employees must be employed at least 0.75 FTE for paid insurance benefits eligibility. ESP staff must be assigned to work at least thirty (30) hours per week for paid insurance benefits eligibility.

The Board of Education medical insurance premium contribution shall be eighty (80%) percent of the single premium and eighty (80%) percent of the family premium for all full-time licensed employees, all twelve (12) month ESP employees and all ten (10) month ESP employees that are enrolled. The Board's premium contribution amount will be pro-rated for part-time licensed and ESP employees.

Any eligible employee who is married to another District employee who elects family medical coverage shall contribute twenty (20%) percent of the monthly family premium minus the cost of the premium for single coverage, and the Board shall pay the balance of such premium.

Coverage may continue for one or more years after starting an officially approved leave of absence (except for sabbatical leave). Board share for medical/hospital coverage is in direct proportion with percentage of salary paid during said leave. While on unpaid leave of absence, the employee shall assume full payment of premiums.

The Board shall provide medical insurance, dental, vision, and life insurance to employees on unpaid leave for up to twelve (12) weeks within a twelve (12) month period, as required by law. Employees on FMLA leave are responsible for the employee share of the medical benefit.

### **6.2 Insurance or Health Reimbursement Arrangement (HRA) Account Option**

All licensed and twelve (12) months per year and ten (10) months per year ESP employees are eligible to participate in a Health Reimbursement Arrangement (HRA) plan. If an HRA eligible employee elects not to enroll in any major medical group health plan offered by the District for which the employee is eligible, then the employee instead will receive a Board contribution to the employee's HRA account in the amount of \$1,536 for FY 2019 to be made on a pro rata monthly basis during the year. This contribution amount will increase by the CPI-U on an annual basis. The employee shall be entitled to use such HRA account contributions for purposes that are allowed pursuant to the terms of the District's HRA plan. Such HRA plan shall be administered by the Board or designee who shall be responsible for all administrative costs.

Part-time employees who regularly work the minimum hours identified for benefit coverage in section 6.1 of this agreement shall be entitled to participate in such plan or a pro-rata basis.

In order to be eligible for the HRA Account Option, the employee must provide written evidence that he/she is enrolled in an employer group health plan of the employee's spouse, domestic partner or parent which provides minimum essential coverage for the entire benefit plan year. If, and only if, an employee who declines to enroll in the District's major medical group health plan, provides written attestation that he/she is not eligible for the HRA contribution as defined in this Section, then the Board will provide a cash payment to such employee in the amount of \$1,536 to be paid on a pro-rata monthly basis during the year. No employee who declines to enroll in the District group medical health insurance under this Section is permitted to elect a cash payment in lieu of the health insurance. Such a payment will only be made at the Board's discretion to an employee who is determined by the Board to be ineligible for the HRA contribution.

### **6.3 Dental and Vision Insurance**

All licensed and twelve (12) months per year and ten (10) months per year ESP employees are eligible to participate in the dental and/or vision insurance plans. All licensed and ESP staff are required to work the minimum hours identified for benefit coverage in section 6.1 of this agreement to obtain dental and vision insurance coverage on a pro-rata basis.

The Board of Education dental and vision insurance premium contribution shall be eighty (80%) percent of the single premium and eighty (80%) percent of the family premium for all full-time licensed employees, all twelve (12) month ESP employees and all ten (10) month ESP employees. The Board's premium contribution amount will be pro-rated for part-time licensed and ESP employees.

Coverage may continue for one or more years after starting an officially approved leave of absence (except for sabbatical leave). Board share of dental and/or vision premiums are in direct proportion with percentage of salary during paid leave. While on unpaid leave of absence, the employee shall assume full payment of premiums.

### **6.4 Flexible Spending Account (FSA)**

The Flexible Spending Account (FSA) may be used to reimburse the employee for eligible medical, dental, and vision care expenses that are not paid or reimbursed by any medical, dental, or vision care insurance program the employee may have. The FSA program also includes dependent care expenditures. Employees submit receipts for paid bills and are reimbursed out of their personal FSA balance which may be administered by an outside agency contracted by the Board. The Board may prescribe reasonable administrative regulations such as payment of the claims with respect to proof of payment by the employee, submission of claims, frequency that claims are paid, etc.

## **6.5 Life Insurance**

The Board will pay one hundred percent (100%) of the cost of group term life insurance for each regular, full-time or part-time employee (excluding temporary or seasonal employees or substitutes) who works a minimum of thirty (30) hours per week and is under the age of 70 in an amount equal to two (2) times the total of base salary rounded upward to the next One Thousand Dollars (\$1,000) to a maximum of One-Hundred Seventy-Five Thousand Dollars (\$175,000).

## **6.6 Insurance Cost Committee**

The parties agree to appoint a joint committee (of not more than three persons by the Superintendent and three persons by the Association President) to investigate and study on a continuing basis all aspects of health/major medical insurance, including, but not limited to, cost containment, cost adjustment, claims processing and the like. Any recommendations flowing from such study shall be concurrently transmitted to the Board of Education and the Association for consideration.

The Insurance Committee or designees shall meet each year to discuss increases in insurance premiums and their impact on employees and the District.

## **6.7 Long Term Disability**

The Board will pay one hundred percent (100%) of the cost for long-term disability insurance coverage. All employees who regularly work the minimum hours identified for benefit coverage in section 6.1 of this agreement will be covered under a group Long Term Disability plan.

The program will replace sixty percent (60%) of an employee's basic monthly earnings less any other deductible income (as discussed in the LPHS policy) from other programs to a maximum of ninety-one percent (91%) of pre-disability earnings up to a maximum monthly benefit of \$4,000.

## **6.8 Long Term Disability with Voluntary Employee Paid "Buy Down" Option Program**

The Board will allow all employees the option to purchase, at the employee cost, an optional long-term disability buy down program that reduces the long-term disability coverage from a waiting period of 360 days down to 60 days. This would allow an employee to have a sixty-day waiting period prior to the commencement of long-term disability coverage after he/she has used all of their sick time. Employees electing this option would pay the additional cost to obtain the shorter elimination period through payroll deduction. The cost of this program will be calculated for employees on a formula determined by their salary. Employees will have the opportunity to enroll in this program at their initial time of enrollment without any evidence of insurability. They will also be able to apply during the annual Open Enrollment period.

However, eligibility will be determined by the insurance company based upon completion and acceptance of the required "Evidence of Insurability" form. This form will be available from the Business Office.

## **ARTICLE 7: DISTRICT SENIORITY**

### **7.1 Licensed Employees**

- 7.1.1** Seniority shall be defined as follows: Total years of continuous tenured service as a licensed employee in the School District; provided, however, that less than full-time service shall be computed on a pro-rata basis and that unpaid leaves of absence of ninety (90) consecutive employment days or more shall not be counted in determining seniority. Leaves of absence, whether paid or unpaid, shall not constitute a break in continuous service. Said service shall be computed from the first day of current uninterrupted employment within the District. The “first day” shall be defined as the day upon which teaching duties are first performed with all students in attendance.
- 7.1.2** If the total years of continuous tenured licensed service with the School District are equal between two or more licensed staff members, then seniority shall be determined by:
- Previous full or part-time District experience that is allowed for credit on the salary schedule, prior to the employee receiving tenure.
  - Second, education beyond the bachelor’s degree that is allowed as credit on the salary schedule.
  - Third, any further ties to be determined by drawing of lots.
- 7.1.3** At least 75 calendar days prior to the end of the school term, the Superintendent or designee shall post and make available to the Association President or designee a listing of tenured licensed staff members showing their length of service in the District and such other information as required by law.

### **7.2 ESP Employees**

- 7.2.1** Seniority shall be defined as the length of continuous service within the District as an employee commencing with the first paid workday. Leaves of absence, whether paid or unpaid, shall not be deemed to interrupt continuous service, but unpaid leaves of absence of ninety (90) consecutive employment days or more shall not be counted in determining seniority. In the event that more than one employee has the same seniority, position on the seniority list shall be determined by:
- Total employment service with the District regardless of whether or not such service is continuous.
  - Drawing of lots.
- 7.2.2** The District shall prepare and post a District-wide ESP seniority list that identifies the length of continuous service of each ESP employee. A copy of the ESP employee seniority list shall be distributed to the LPEA representative by at least 75 calendar days

prior to the end of the school term of each year, and posted in each school in an appropriate place.

**7.2.3** An ESP employee's continuous employment for seniority purposes shall be discontinued and their seniority rights forfeited upon the occurrence of the following:

- resignation
- dismissal for cause
- retirement
- expiration of the RIF recall period after RIF layoff



## **ARTICLE 8: PAID LEAVES**

### **8.1 Unused Sick Leave from Prior Years**

Each employee shall retain all unused sick leave days accumulated prior to the signing of this Agreement.

### **8.2 Sick Leave**

At the beginning of each school term, each employee shall be credited with paid sick days of leave in accordance with the sick leave allocations set forth in Sections 8.2.4 and 8.2.5, the unused portion of which shall accumulate from year to year without limitation. The leave days may be used by an employee for the following reasons and subject to the following conditions:

#### **8.2.1 Personal Illness or Disability**

The employee may use all or any portion of his/her sick leave to recover from his/her own illness or disability or quarantine at home, provided surgical or other procedures which in the judgment of the employee's physician may be safely deferred to a vacation or recess period shall be so deferred.

#### **8.2.2 Illness in the Immediate Family**

The employee may use leave days for serious illness or death in the immediate family or household, or for birth, adoption, or placement for adoption. Immediate family shall be interpreted as parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians. Sick leave used for birth, adoption or placement for adoption is limited to thirty (30) days or physician's notification.

#### **8.2.3 Administrative/Emergency Leave**

In the sole discretion of the Superintendent or designee, an employee may be granted a leave of absence, with or without pay, to attend to an emergency situation or to enhance the performance of the employee. The Superintendent may prescribe reasonable procedures for the implementation of the foregoing. Any administrative emergency leave with pay granted hereunder shall be deducted from accumulated sick leave. The denial of such leave shall not be wholly arbitrary.

### 8.2.4 ESP Sick Leave Allocation and Employee Service Award

ESP employees shall receive 60 additional sick leave days based on years of creditable IMRF service within the District at 15, 20 and 25 years of service, in addition to the annual allotment of 15 sick leave days.

Completed Years of District Service	Number of Sick Leave Days Allocated
0 – 14	15
15	75
16 – 19	15
20	75
21 – 24	15
25	75
26 or more	15

### 8.2.5 Licensed Employees Sick Leave Allocation

Licensed employees who meet the following years of service requirement will receive sick leave days according to the following schedule. The number of sick leave days allocated to licensed employees is based upon their respective years of District service and shall constitute the employee's normal annual allotment of sick leave days as defined by the Illinois Pension Code and TRS rules.

Completed Years of District Service	Number of Sick Leave Days Allocated
0 – 9	15
10 – 14	17
15 – 19	19
20 – 24	21
25 or more	24

The licensed employee's annual sick leave days allocation shall be subject to TRS rules. If this graduated sick leave allocation schedule results in any TRS penalty payment obligations to the District, the Association and Board agree to immediately rescind the graduated sick leave allocation.

## 8.3 Sick Leave Bank

The purpose of the Sick Leave Bank is to provide extended sick leave to eligible staff members who incur or experience an acute, catastrophic, or prolonged illness or injury that is considered life threatening or could result in a serious residual disability. The participation of eligible licensed and ESP staff in the bank shall be on a voluntary basis.

### **8.3.1 Administration of Sick Leave Bank**

The Sick Leave Bank will be administered by the LPEA. A staff member's eligibility for Sick Leave Bank days and the number of sick leave days awarded will be determined solely by the LPEA. The LPEA trustees and LPEA President or designee will review Sick Leave Bank applications and notify the applicant and the Assistant Superintendent for Educational Services the number of days awarded.

### **8.3.2 Eligibility**

Any current or newly hired LPHS staff member shall be eligible to join the Sick Leave Bank, with the exception of members of the administration, provided all of the following conditions are met:

- The employee must incur or experience an acute, catastrophic, or prolonged illness or injury that is considered life threatening or could result in a serious residual disability. Examples of acute or prolonged illness or injury which would qualify for drawing from the bank include:
  - A serious chronic or debilitating illness, impairment, injury, or physical/mental conditions that involves high intensity or high frequency of treatment; or
  - A long-term condition that is so serious that if not treated would likely result in a an extended period of incapacity or death; or
  - Emergency surgery;
- Elective surgery does not qualify as personal illness for purposes of drawing from the sick leave bank; and

The employee meets all of the use conditions specified in section 8.3.5 below.

### **8.3.3 Donation of Days**

#### **8.3.3.1 Current Staff Members**

Current staff members may elect to join the Sick Leave Bank during an annual Sick Leave Bank election period limited to the first two (2) weeks of student attendance each school year. If a current staff member elects to join the Sick Leave Bank and submits a timely request during the Sick Leave Bank election period, they must immediately donate one sick leave day for each school year that the Sick Leave Bank has been in effect (i.e., since 2009-2010), or the staff member's initial workday, whichever date is later. Any current staff member who joins the Sick Leave Bank will not have access to the Bank for one school year after they become a member. Current staff members will be able to access the Sick Leave Bank, if necessary, on the first work day of the school year following their timely election to join the Bank.

### **8.3.3.2 Newly Hired Staff Members**

Newly hired staff members will be given the opportunity to join the Sick Leave Bank for a period of one (1) year from their date of hire. New hires shall only become eligible to use days from the Sick Leave Bank once they elect to participate.

### **8.3.3.3 Annual Donation of Days**

Each staff member electing to join the Sick Leave Bank will donate one (1) day each year. If the Sick Leave Bank reaches a low of 45 days at any time, all eligible members will be required to donate an additional day to continue their membership. If the staff member has no sick days left to contribute, the contribution will be made on the first day of the next fiscal year when the yearly allotment is awarded (typically July 1).

### **8.3.3.4 Sick Leave Bank Roll Over**

All unused days in the Sick Leave Bank will rollover into the following school year.

### **8.3.3.5 Terms of Membership**

Once a staff member has joined the Sick Leave Bank, he or she is a member until he or she is no longer an employee of LPHS provided he or she continues to donate any sick leave days required to maintain membership. If he or she decides to discontinue contribution to the Sick Leave Bank, the staff member is no longer eligible for Sick Leave Bank membership.

### **8.3.3.6 Retiree Sick Day Donation**

Any employee retiring from the District may elect to voluntarily donate any uncompensated, accrued unused sick leave days not otherwise submitted to TRS or IMRF for retirement service credit to the Sick Leave Bank provided the donation occurs during their last year of District service and before their final workday. Notice of any voluntary donation of sick leave days should be submitted to the LPEA Sick Leave Bank Trustees and the Assistant Superintendent for Educational Services.

### **8.3.3.7 Termination of Enrollment**

To discontinue membership, the staff member must notify the LPEA President or designee in writing no later than June 30 of the current school year.

### **8.3.3.8 Board of Education**

Nothing in this section shall be construed to obligate the Lake Park Board of Education to donate sick leave days to the bank for any reason(s) whatsoever.

#### **8.3.4 Catastrophic Illness Clause**

In the event a staff member suffers a catastrophic illness, each Sick Leave Bank member shall be allowed to contribute a maximum of two (2) additional sick leave days designated to said staff member. No such days may be used by a staff member with a catastrophic illness until the affected staff member has exhausted his or her accumulated sick leave, personal leave, vacation leave, if applicable, and any days made available through the Sick Leave Bank. In the event the additional days contributed due to the staff member's catastrophic illness are unused, said days shall be added to the Sick Leave Bank.

#### **8.3.5 Use of the Sick Leave Bank**

All vested staff members may apply for use of the Sick Leave Bank once their own accumulated sick leave, personal leave, and if applicable, vacation leave have been depleted and a three (3) day pay deduction period has been exhausted for each incident of prolonged illness. Any vested staff member that meets one of the following conditions may not apply to use the sick leave bank.

1. The staff member is receiving benefits from the TRS or IMRF system due to a work related accident (worker's compensation).
2. The staff member is on a paid or unpaid, Board approved, leave of absence, except for any FMLA leave.

If a staff member has utilized the Sick Leave Bank for a particular illness and has a relapse from the same illness, as certified by a licensed practitioner within a period of twenty (20) calendar days following the conclusion of the first period of absence, any continued absence of five (5) consecutive days shall be considered a continuation of the same extended illness and the three (3) day pay deduction period shall not apply.

The staff member must submit in writing to the LPEA and Sick Leave Bank trustees an application request to utilize the Sick Leave Bank.

The application shall be accompanied by documentation from a licensed practitioner which confirms the staff member's inability to work due to their prolonged illness or injury. The LPEA Sick Leave Bank trustee(s) will notify the applicant and the Assistant Superintendent for Educational Services of the number of days awarded to each applicant.

After the LPEA trustees' review of the applications and documentation, an initial allotment of up to twenty (20) days could be granted. At the end of the twenty (20) days, if the staff member receiving Sick Leave Bank days is still unable to return to work, an additional ten (10) days will be granted without an additional three (3) day pay deduction wait period. Documentation of the staff member's continued prolonged illness or injury and the need for additional days shall come from a licensed practitioner.

The Sick Leave Bank shall be used only for the personal prolonged illness or injury of the staff member.

### **8.3.6 Union/Administration Notification**

The Assistant Superintendent for Educational Services shall determine by May 1 and give written notification by May 15 to the Association President the number of available sick days in the Sick Leave Bank each year.

### **8.3.7 Hold Harmless Clause**

The LPEA agrees to indemnify and hold harmless the Board, its members, employees and agents for and against any claims, grievances, actions, causes of action, or liability resulting from the LPEA's operation and administration of the Sick Leave Bank, including, but not limited to, any claims based upon the LPEA or the LPEA trustees' denial or an employee's application for Sick Leave Bank benefits.

## **8.4 Personal Injury While On-The-Job**

An employee receiving Worker's Compensation shall receive the difference between such compensation and the employee's regular salary due pursuant to Appendix A or B, and such shall be deducted from accumulated sick leave, provided this section shall not be applicable if or when the employee shall have exhausted all such accumulated sick leave. If the Worker's Compensation is being paid as a consequence of injury arising solely out of the negligence of the Board or arising from an assault by a student while the employee was acting in consonance with Board policy and administrative direction, no deduction from accumulated sick leave will be made for a period not to exceed ninety (90) days.

## **8.5 Personal Business Leave**

At the beginning of each school term, each employee shall be credited with two (2) days of personal business leave that shall be deducted from accumulated sick leave. After completing four (4) years of service in the District, employees shall be granted three (3) days of personal leave that shall be deducted from accumulated sick leave. Such leave shall be without loss of salary or benefits. Personal business leave shall not be used for business which can reasonably be conducted at any other time and shall not be used for the production of income in the service of another employer or in self-employment. Employees shall notify his/her immediate supervisor at least one (1) employment day in advance of such leave except in an emergency when such notification shall be as soon as feasible. Such notification shall include a written affirmation that the leave will be utilized in accordance with the standard set forth herein. Personal business leave shall not be used during the first ten (10) actual employment days of the school term, the last five (5) employment days of the school term, or on the days preceding or following a holiday or vacation period applicable to the affected employee.

## **8.6 Personal Leave for Religious Purposes**

Each employee shall be granted two (2) days for the personal observation of recognized religious holidays of the employee's faith. Such days shall be deducted from accumulated sick leave.

## **8.7 General Leave of Absence**

The Superintendent may grant a leave of absence, with or without pay, to a staff member for a purpose the Superintendent deems appropriate and beneficial to the School District upon such terms and conditions as the Superintendent may elect. The granting, withholding or conditioning of such leave of absence will be non-precedential with respect to any other request for leave by such staff or any other staff member.

## **8.8 Jury Duty Leave**

Any employee called for jury duty shall suffer no loss of salary or benefits as a consequence of such jury duty. Any employee who is subpoenaed to appear as a witness in a criminal proceeding shall suffer no loss of pay or other benefits as a consequence of responding to such subpoena, provided any days missed from employment shall be deducted from accumulated sick leave.

## **8.9 Professional Leave**

Employees elected or otherwise selected to serve on the State Board of Education/Department of Education Committee or Task Force and/or similar professional advisory/policy-making body may be allowed adequate leave time to attend required meetings and activities.

## **8.10 Association Leave**

Up to twelve (12) days in total per school term shall be available to the Association to allow employees to attend meetings of the Association's affiliates or to conduct official Association business, provided the Association shall, in advance of any such usage, reimburse the Board in an amount equal to the pay of a short-term substitute employee if one is assigned or engaged by the Board, and provided at least seven (7) working days notice of intent to use such days shall be given in writing to the Superintendent or designee as to the identity of the employees who will be utilizing such leave. If unused, up to two (2) days per school term which are unused for Association leave may be carried forward to a following school term, provided no more than two (2) such days may be carried forward from one school term to the next. In addition to the twelve (12) total days allocated per school term, two (2) additional days shall be available to the Association for the purpose of allowing ten (10) and /or twelve (12) month ESP employees to attend meetings of the Association's affiliates when students are not in attendance. Such would exclude summer school unless the ESP employee works with students. ESP employees requesting such leaves shall be pre-approved by the Superintendent or

designee. If ESP employees are denied by the Superintendent, a request may be made for other ESP members to attend. No more than four (4) licensed and/or ESP employees shall utilize this leave on the same day and, whenever possible, no more than two (2) licensed employees may attend from the same building. No individual employee shall be absent pursuant to this paragraph more than eight (8) days per school term.

In lieu of the Association reimbursing the Board as provided in the preceding paragraph, the Association may arrange for internal substitution for the licensed staff member on Association leave, provided such internal substitution 1) shall be without compensation; 2) shall be fully arranged and disclosed with the written Notice of Intent to use the day for leave; and 3) shall provide such substitution only during their planning/preparation period.

### 8.11 Vacation Leave

The Board shall grant paid vacation to full-time (eight hours per day) twelve (12) month ESP employees as follows.

Every full-time 12-month employee shall be eligible for paid vacation time based on the number of completed years of service as a full-time employee in the district as of June 30 each year as specified in the appropriate schedule that follows. Newly hired employees shall earn vacation time at a rate of 6 2/3 hours of vacation leave for each month of employment through June 30 which becomes available for use as of the subsequent July 1. From July 1 through June 30 of the next year, this same 12-month employee will begin earning their second year of vacation time as defined in the Vacation Accruals for 12-Month Staff Hired on 7/01/2009 and Beyond table.

#### Vacation Accruals for 12-Month Staff Hired Prior to 07/01/2009

<b>Years Completed</b>	<b>12-Month ESP Staff (hired prior to 07/01/2009)</b>	<b>Custodial/Maintenance (hired prior to 07/01/2009)</b>
0.5	1 week (5 days)	1 week (5 days)
1	1 week (5 days)	1 week (5 days)
2	2 weeks (10 days)	2 weeks (10 days)
3	2 weeks & 4 floater days (14 days)	2 weeks (10 days)
4	2 weeks & 4 floater days (14 days)	2 weeks (10 days)
5	3 weeks & 4 floater days (19 days)	2 weeks (10 days)
6	3 weeks & 4 floater days (19 days)	3 weeks & 1 floater day (16 days)
7	3 weeks & 4 floater days (19 days)	3 weeks & 1 floater day (16 days)
8	3 weeks & 4 floater days (19 days)	3 weeks & 1 floater day (16 days)
9	3 weeks & 4 floater days (19 days)	3 weeks & 1 floater day (16 days)
10	3 weeks & 4 floater days (19 days)	3 weeks & 1 floater day (16 days)
11	3 weeks & 4 floater days (19 days)	4 weeks & 2 floater days (22 days)
12	3 weeks & 4 floater days (19 days)	4 weeks & 2 floater days (22 days)
13	3 weeks & 4 floater days (19 days)	4 weeks & 2 floater days (22 days)
14	3 weeks & 4 floater days (19 days)	4 weeks & 2 floater days (22 days)
15	4 weeks & 4 floater days (24 days)	4 weeks & 2 floater days (22 days)



**Vacation Accruals for 12-Month Staff Hired on 07/01/2009 and Beyond  
(Includes all ESP/Maintenance/Custodial staff members)**

<b>Years Completed</b>	<b>12-Month Staff</b>
1	2 weeks (10 days)
2	2 weeks (10 days)
3	2 weeks (10 days)
4	2 weeks (10 days)
5	2 weeks (10 days)
6	3 weeks & 1 floater day (16 days)
7	3 weeks & 1 floater day (16 days)
8	3 weeks & 1 floater day (16 days)
9	3 weeks & 1 floater day (16 days)
10	3 weeks & 1 floater day (16 days)
11	4 weeks & 2 floater days (22 days)
12	4 weeks & 2 floater days (22 days)
13	4 weeks & 2 floater days (22 days)
14	4 weeks & 2 floater days (22 days)
15	4 weeks & 2 floater days (22 days)

**8.11.1 Vacation Scheduling**

All vacation time must be applied for thirty (30) days prior to the starting date of vacation. Should there be a duplication of requests, the supervisor will determine, based on District needs, which vacation will be granted. The employee will be given approval/denial of vacation time 1 (one) week after making their request. In cases of a supervisor denying an employee's request to use earned vacation time, the supervisor shall provide the employee with a written statement of the reason for denial using whichever electronic system is currently in use to track and manage such time in the District. Such requests shall not be denied in an arbitrary or discriminatory manner.

No vacations will be granted during the week preceding the closing date of school, and one week prior to the opening of school.

**8.11.2 Vacation Carryover**

Unused vacation days shall accumulate no more than five (5) days from year to year. Any vacation days not taken shall not accumulate beyond August 31 of the contract year. In the sole discretion of the Superintendent or designee, an employee may be granted use of vacation time during restricted vacation periods. Any such agreement shall be non-precedential. Any unused vacation days beyond the maximum carryover of five (5) days will be forfeited.

### **8.11.3 Floater Days**

The Board shall grant floater days to full-time (eight hours per day) twelve (12) month ESP employees as defined in section 8.11. Floater days may not be carried over from one year to the next and are not earned days like vacation. Anyone leaving the district with unused floater days forfeits his or her right to those days.

## **8.12 Recess Work Schedule Options**

### **8.12.1 Winter/Spring Recess**

During the winter and spring recess work periods, building hours of operation shall be posted as Monday through Friday from 7:30 a.m. to 3:30 p.m. Unless a legal school holiday or non-attendance day fall within one of these work periods, all twelve (12) month ESP employees are expected to work 40 hours per week. Upon prior notice and approval of their supervisor, employees may start their shift during the winter and spring recesses as early as 6:30 a.m. and end their shift as late as 3:30 p.m. provided they do not exceed 8 hours of work during any given day. Any 12-month employee may be required to work specific hours on any given recess day to ensure there is adequate office coverage. Employees whose regular job assignment is similar to the coverage needs in the building will be considered first to fill coverage gaps. Employees may elect to take vacation time to reduce the number of hours they work per day during the winter and spring work periods; any vacation time used for this purpose or for the purpose of taking an extended vacation leave during the winter and spring work periods must be requested at least 30-days prior to the beginning of the specific recess.

### **8.12.2 Summer Recess**

During the summer work period, building hours of operation shall be posted as Monday through Thursday from 7:00 a.m. to 3:00 p.m. The summer work period begins on the first Monday in June that follows the last day of student attendance and ends one week before students return to school. All twelve-month ESP employees are expected to work 40 hours per week during the summer work period. Any 12-month employee may be required to work specific hours on any given recess day to ensure there is adequate office coverage. Upon the request of the administration for the purpose of office coverage, an employee may be directed to work specific hours within the range specified for any given day of the summer work period. Employees may elect to take vacation time to reduce the number of hours they work per day during the summer work period; any vacation time used for this purpose or for the purpose of taking an extended vacation leave during the summer work period must be requested by May 1.

## **8.13 Holiday Pay**

Full time ESP employees will be paid at the employee's regular rate of pay for holidays in accordance with current practice, provided ESP employees working less than twelve (12)

months but at least nine (9) months shall also be paid for a holiday which occurs on a day which would otherwise be a regular workday for such employees.

### **8.14 Military Leave of Absence**

A military leave of absence shall be granted to any employee who is mobilized to active duty, service or training by order of the President or Governor. The employee shall continue to receive the same regular base salary plus any health insurance benefits he or she was receiving at the time of mobilization, minus the amount of base pay received for military service for the duration of his or her employment contract with the District.

### **8.15 Summary of Leave Account**

The Board shall provide each employee with an online account that identifies the total amount of leave time accumulated. This online account shall be updated as the District finalizes its payroll on a bi-monthly basis.

## **ARTICLE 9: SABBATICAL LEAVE**

### **9.1 Adopt Existing Board Policy for Paid Leaves of Absence**

The purpose of this policy is to provide financial assistance to individuals pursuing an advanced education program, beyond the master's degree, consistent with the philosophy and objectives of District 108.

### **9.2 Eligibility for Sabbatical Leave**

- 9.2.1** Each person classified as a licensed employee shall be eligible following four consecutive years of employment in the District. Applications shall be considered on their individual merits.
- 9.2.2** Requests for consideration by the Board of Education must be made by means of a letter of application addressed to the Board of Education. The letter of application must indicate the type of program the individual proposes to pursue and the value of the proposed program to the District.
- 9.2.3** A proposed program of graduate work beyond the master's degree shall be required, typically, for consideration to be given, but exceptions in which unusually significant benefits can be shown for the District will be given consideration on a limited, individual basis.
- 9.2.4** An individual granted a paid leave of absence by the Board of Education shall not be eligible, for the period of the leave, to receive payments under the tuition reimbursement program.

### **9.3 Provisions for Sabbatical Leave**

- 9.3.1** The individual shall be relieved from performing, during the period of the leave, the duties normally associated with his/her employment by the District.
- 9.3.2** The individual shall provide consultant and advisory services to the District, during the period of the leave, on matters within the particular competency of the individual in the educational field.
- 9.3.3** The individual shall provide to the Board, in writing, the nature of the activity to which the individual is to be assigned and in which the individual is to be engaged during the leave, with the stipulation that should the individual fail to execute successfully the stipulated activities, the agreement between the Board and the individual would be automatically terminated, and in such event the individual would be required to return to the Board any payments made to the individual by the Board under the terms of the leave of absence agreement.

**9.3.4** The individual shall provide to the Board written verification of the individual's successful execution of the activities specified to be undertaken during the period of leave.

**9.3.5** The tenure status of the individual shall be protected, if applicable, during the period of the leave.

**9.3.6** March 15th of each school year shall be the deadline date for formal written requests to be received by the Board for paid leaves of absence requests applicable to the following school year.

## **9.4 Quotas for Sabbatical Leave**

A quota system, specifying the number of leaves of absence to be available each year, is not established. The number of leaves of absence granted each year shall not exceed in cost to the District the accumulated funds budgeted for leaves of absence purposes.

## **9.5 Payment Schedule for Sabbatical Leave**

<b>Years of Continuous Employment at Lake Park</b>	<b>Percentage of Salary<sup>1</sup></b>
4	35%
5	40%
6	45%
7 or more	50%

The Board of Education shall continue to pay the Board's established share of the life insurance, the hospitalization and major medical insurance, the dental insurance, and the disability insurance programs for each individual granted a paid leave of absence, provided the individual continues to pay his/her share of the premium costs. Payments to the State Teachers' Retirement System covering the period of the leave of absence shall not be the responsibility of the Board of Education.

<sup>1</sup> Salary shall be the base salary for the contract year of the leave of absence.

## **9.6 Conditions of Payment for Sabbatical Leave**

**9.6.1** The individual must agree to return to District 108 for a minimum of two (2) consecutive years immediately following the paid leave of absence.

**9.6.2** If the individual should fail to return as specified, he/she shall be obligated to treat the payment as a loan which must be paid in its entirety within two (2) years of September 1, following the year of the leave.

- 9.6.3** If the individual should fail to return for the second (2nd) year following the leave, he/she shall be obligated to repay fifty percent (50%) of the amount of the payment within two (2) years of September 1, following the year of the leave.

## **ARTICLE 10: UNPAID LEAVES OF ABSENCE**

### **10.1 Exchange/Military Teaching Programs**

An unpaid leave of absence of up to two (2) years may be granted to an employee, upon application, for the purpose of participating as a full-time participant in such programs as exchange teaching programs in other school districts, states, territories, or countries; foreign or military teaching programs, the Peace Corps, Teacher Corps, or Job Corps; or to serve as a consultant or director of a teacher center. Upon return from such leaves, an employee shall be placed at the same position on the salary schedule as he/she would have been had he/she worked in the District during such period.

### **10.2 Professional Growth**

An unpaid leave of absence of up to one (1) year may be granted to any employee, upon application, for the purpose of engaging in study at an accredited college or university directly related to his/her professional responsibilities. Upon written request submitted prior to March 1 of the year of leave, such unpaid leave may be extended for one (1) year.

### **10.3 Public Office**

An unpaid leave of absence, not to exceed two (2) years, shall be granted to any employee, upon application, for the purpose of serving in a state or national public office.

### **10.4 Family and Medical Leave**

In compliance with the Family and Medical Leave Act (FMLA), Lake Park High School District 108 will grant eligible staff members unpaid family and medical leaves of absence. The purpose of FMLA is to grant leave time up to twelve (12) weeks to care for the staff member's child, spouse, or parent with a serious health condition, or to provide leave if the staff member is unable to perform the essential functions of his or her job because of the staff member's own serious health condition. In addition, staff members may request an FMLA leave to attend to the birth of the staff member's child, or placement of a child for adoption or foster care with the staff member. Any such leave must be completed within twelve (12) months of the birth or placement of a child for adoption or foster care. Upon conclusion of an approved leave, the employee will be restored to his or her former position or an equivalent position.

To be eligible for FMLA leave, the staff member must have been employed by the District for at least 12 months and have worked in the District at least 1250 hours during the preceding 12-month period immediately prior to commencement of the FMLA leave.

## **10.5 Maternity/Child-Rearing**

All tenured licensed staff and non-probationary ESP employees shall be entitled to maternity/child-rearing leave without pay or other benefits subject to the following conditions:

- 10.5.1** The employee shall advise the Superintendent or designee of her pregnancy no later than the fourth month of pregnancy or upon ascertainment of such condition, whichever shall be the latter. At such time, she shall provide a written statement from her physician indicating the expected date of delivery. Application for a maternity/child-rearing leave shall be made in writing to the Superintendent or designee at least ninety (90) calendar days prior to the anticipated birth of the child.
- 10.5.2** After consultation with the employee, the Superintendent or designee shall prepare a plan for the commencement and termination of such leave, as agreed upon by the staff member, physician and the Superintendent, taking into consideration maintenance of continuity of instruction, medical factors to the maximum possible degree, and the pertinent time factors related thereto. The leave shall not exceed the balance of the school term in which it commences and one (1) additional school term. Every effort shall be made to have such leaves terminate immediately prior to the start of a new term. Such leave shall commence upon 1) the date agreed upon by the Superintendent or designee and the employee or 2) the actual date of delivery. If such leave commences during the summer recess, insurance coverage shall continue during the summer months. Notwithstanding the previous sentence, insurance coverage shall continue for one (1) calendar month following receipt of the last paycheck. Such leaves that commence during the summer recess shall begin no later than July 1.

The Superintendent or designee may waive any of the provisions of this section in his/her sole discretion, and any such waiver shall not be precedential in any respect.

- 10.5.3** Sick leave shall not be applicable during the period of the maternity/child-rearing leave. Any accumulated sick leave available at the commencement of the leave shall be available to the employee upon return to employment in the District.
- 10.5.4** With the consent of the carrier, the employee may maintain insurance benefits by making timely payments of all premiums that may be due to the District's business office or elsewhere pursuant to its direction, except as otherwise provided by law.
- 10.5.5** Adoption Leave. Any employee desiring adoption leave as a result of becoming an adoptive parent shall notify the Superintendent or designee in writing upon the initiation of such adoption proceedings. Leave 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 employee to keep the Superintendent or designee informed of the status of the proceedings, and, as soon as



known, the expected date of the delivery of the child. This section shall not be applicable if the adopted child is attending school (except kindergarten).

**10.5.6** Maternity/Child-Rearing (Non-Tenured Licensed Staff). Non-tenured licensed staff shall be eligible for maternity/child-rearing leave with discretionary, non-precedential approval of the Board, subject to all the conditions applicable to tenured licensed staff.

**10.5.7** Anything in Section 10.4 to the contrary notwithstanding, an employee who has been granted a maternity/child-rearing leave of absence shall not become eligible for a subsequent maternity leave unless and until such employee has returned to full-time service for at least two (2) complete semesters excluding summer school, provided under exceptional circumstances the Board may grant such a leave in its sole and absolute discretion. The granting or withholding of such leave shall be without precedential effect.

**10.5.8** Nothing in Section 10.4 shall be construed as requiring any employee to apply for a maternity/child-rearing leave. An employee not eligible for or not desiring maternity leave may utilize sick leave during any period of disability related to her pregnancy and/or to the delivery of the child. If such employee shall have exhausted accumulated sick leave, she shall be granted a leave of absence without pay or other benefits during such period of disability. Such employee shall return to employment immediately following the termination of actual disability.

## **10.6 Unemployment Compensation Waiver**

An employee granted a leave of absence hereunder shall agree as a condition precedent to waive any claim to unemployment compensation.

## **10.7 Notice of Leave Termination**

In all instances where a licensed staff member is granted an unpaid leave of absence of eight (8) calendar months or more, as a condition thereof, he/she shall advise the Superintendent or designee in writing, not later than November 1 if the leave is to terminate at the end of the first semester and February 15 if the leave is to terminate at the end of the second semester, that he/she intends to return to employment.

In all instances where an ESP employee is granted an unpaid leave of absence of six (6) calendar months or more, as a condition thereof, he/she shall advise the Superintendent or designee in writing no later than three (3) months prior to the termination of such leave, that he/she intends to return to employment.

Failure to advise the Superintendent or designee of intent to return as required by the preceding sentences in a timely manner shall be treated as an election not to return to employment and as a resignation from the District.

## **ARTICLE 11: REDUCTION IN FORCE**

### **11.1 Licensed Staff**

**11.1.1** Reduction in force shall be pursuant to state law.

**11.1.2** Recall period shall be per statute. Notification procedure shall be as follows:

The employer is responsible for sending notice of vacancy to the most senior qualified licensed staff member in RIF group 3 or 4 on the District's Sequence of Dismissal ("SOD") list. A copy of this article shall be enclosed with the notice. Notice will be sent to the last address on file with the employer. The licensed staff member must give written response within seven (7) days of receipt of the notice or ten (10) days after mailing of notice by personal service or licensed mail.

### **11.2 ESP Staff**

**11.2.1** "Layoff" as used herein shall mean a reduction by the Board in the number of employees.

**11.2.2** No ESP employee shall be laid off pursuant to a necessary reduction in the work force unless said ESP employee shall have been notified of said layoff at least thirty (30) calendar days prior to the effective date of the layoff. In the event of a reduction in work force, the employer shall first lay off probationary ESP employees, then the least senior ESP employee by job classification and provided the remaining employees are fully qualified to perform the work. For purposes of this Section, "job classification" shall mean the job categories listed in 17.16.

**11.2.3** In the event of a reduction in the work hours in a job classification, ESP employees with the greater seniority may use same to maintain their normal work schedule by displacing ESP employees with less seniority, provided the ESP employees with the greater seniority are fully qualified to do the work.

**11.2.4** Laid-off ESP employees shall be recalled in order of seniority, with the most senior being recalled first, to any position for which they are qualified.

Notices of recall shall be sent by certified mail to the last known address as shown on the employer's records or by personal service. The recall notice shall state the time and date on which the ESP employee is to report back to work.

The employee must give written response to such recall notice within seven (7) calendar days of personal service or within ten (10) calendar days of mailing, whichever shall first occur.

### **11.3 Subcontracting Services**

The Board affirms that at the time of the execution of this Agreement it has no intention to subcontract services currently being performed by ESP employees.

If the Board seeks to explore potential subcontracting of bargaining unit work or services, it will notify the LPEA. If the Board's preliminary investigation of potential subcontracted services options discloses that subcontracting is a viable and cost effective alternative to existing bargaining unit services, the Board and LPEA will immediately appoint a joint committee to discuss options. The Board and LPEA will share information regarding such investigation as soon as it becomes available.

The parties agree to the following as mutual concerns if subcontracting were to be implemented at some future date:

- efficiency and effectiveness of services;
- financial savings; and
- impact on LPEA employees.

## **ARTICLE 12: RETIREMENT**

### **12.1 Licensed Staff**

#### **12.1.1 Licensed Staff—Notice of Retirement**

The licensed staff member must submit an irrevocable letter of retirement to the Superintendent or designee by the deadlines established in each of the plan alternatives identified in section 12.1.2 that states his or her desire to participate in the Retirement Benefit Option Plan. The employee must clearly indicate his or her retirement date and the specific RBOP option they wish to utilize.

#### **12.1.2 Lake Park Retirement Benefit Option Plan (RBOP) Information**

##### **12.1.2.1 RBOP Purpose**

The purpose of the Lake Park Retirement Benefit Option Plan is to provide appropriate monetary recognition to full-time licensed staff who have devoted lengthy and continuous service to Lake Park High School District 108.

The RBOP provides a significant financial incentive which will be of benefit to the District in the recruitment and retention of highly qualified candidates for licensed staff positions.

##### **12.1.2.2 RBOP Eligibility and Terms**

To qualify for the Lake Park Retirement Benefit Option Plan, the licensed staff member must have completed twenty (20) or more consecutive years of service as a licensed employee at Lake Park High School District 108. For purposes of licensed employees' eligibility for retirement benefits under this plan, total consecutive years of licensed service in the District will count as years of District service.

To be considered for this Retirement Benefit Option Plan, the licensed staff member must:

1. Have at least twenty (20) consecutive years of Lake Park District service as a licensed employee. (Accrued, unused sick leave days do not count towards years of District service for retirement benefit eligibility purposes.)
2. Must provide an irrevocable written notice of retirement by the date identified in one of the alternative options listed in 12.1.2.3. Each licensed staff member must sign an Agreement confirming their eligibility for this Retirement Benefit Option Plan, acknowledging that their retirement notice is irrevocable, and agreeing to reimburse the District for additional retirement benefit payments if they fail to

comply with the contractual requirements for the Retirement Benefit Option Plan as provided in this Section 12.1.2.

3. The employee must retire without the District incurring a TRS six percent (6%) earnings increase cap penalty.
4. The employee must retire at the end of the first school year the employee is eligible to retire without a discounted annuity (e.g., age 55 and 35 years of TRS creditable service).
5. Paid leaves of absence approved by the Board of Education are to be counted as years of District service for purposes of eligibility for retirement benefits under this plan. Board approved unpaid leaves of absence are not counted as years of District service for purposes of eligibility for RBOP benefits provided, however, that approved unpaid leaves shall not constitute a break in the licensed employee's consecutive years of service.

After a licensed employee submits a notice of retirement and is approved by the Board to receive retirement benefits under this Section 12.1, the employee and District will execute a retirement worksheet which reaffirms the employee's eligibility for contractual retirement benefits and identifies the specific benefits to be provided to the employee. On an annual basis, prior to June 1 of each school year prior to retirement, the employee, District, and Association President or designee, shall meet, if requested, to review the retirement worksheet. The intent of the annual meeting is to review the calculation of the licensed employee's annual creditable earnings increase to ensure compliance with applicable contract provisions.

### **12.1.2.3 Retirement Notice and Incentive Payments Alternatives**

#### **12.1.2.3.1 RBOP Option A: Four (4) Years Notice of Retirement**

Licensed staff members meeting the guidelines established in 12.1.2 must notify, in writing, the Superintendent or designee of his or her desire to participate in the RBOP no later than March 1 of the year prior to the employee's last four years of employment as detailed in 12.1.1. Once approved by the Board, eligible staff members will receive \$500 for each year of consecutive licensed Lake Park District Service up to a maximum of thirty-five (35) years hereinafter referred to as the "bonus." This bonus shall be divided into four separate payments which will be added to the eligible employee's creditable earnings and paid on an annual basis provided an individual payment does not cause an employee's creditable earnings to exceed the TRS six percent (6%) earnings increase cap. In such an event, the eligible employee will only receive a bonus in an amount that will prevent the eligible employee's earnings from exceeding the TRS six percent (6%) earnings increase cap. The remainder

of the bonus dollars not allocated this particular year will be applied to a future year's bonus where the employee's creditable earnings do not exceed the TRS six percent (6%) earnings increase cap. If after the eligible employee's four bonus payments, bonus dollars remain due to the TRS six percent (6%) earnings increase cap, the employee will receive the remaining dollars within 60-90 days after the eligible employee's final work day. Any bonus dollars added to an eligible employee's creditable earnings will not increase the eligible employee's base salary and will not be cumulative (i.e., added to the prior year's bonus payment) from one year to the next.

#### **12.1.2.3.2 RBOP Option B: Three (3) Years Notice of Retirement**

Licensed staff members meeting the guidelines established in 12.1.2 must notify, in writing, the Superintendent or designee of his or her desire to participate in the RBOP no later than March 1 of the year prior to the employee's last three years of employment as detailed in 12.1.1. Once approved by the Board, eligible staff members will receive \$500 for each year of consecutive licensed Lake Park District Service up to a maximum of thirty-five (35) years hereinafter referred to as the "bonus." This bonus shall be divided into four separate payments, three of which will be added to the eligible employee's creditable earnings and paid on an annual basis (and the fourth bonus payment paid post-retirement as set forth below) provided an individual payment does not cause an employee's creditable earnings to exceed the TRS six percent (6%) earnings increase cap. In such an event, the eligible employee will only receive a bonus in an amount that will prevent the eligible employee's earnings from exceeding the TRS six percent (6%) earnings increase cap. The remainder of the bonus dollars not allocated this particular year will be applied to a future year's bonus where the employee's creditable earnings do not exceed the TRS six percent (6%) earnings increase cap. If after the eligible employee's three bonus payments, bonus dollars remain due to the TRS six percent (6%) earnings increase cap, the employee will receive the remaining dollars and the fourth bonus payment as a post-retirement payout. If the eligible employee's creditable earnings do not exceed the TRS six percent (6%) earnings increase cap and the employee receives all three bonus payments as additions to their creditable earnings, they will receive their fourth payment within 60-90 days after the eligible employee's final work day. Any bonus dollars added to an eligible employee's creditable earnings will not add to the eligible employee's base salary and will not compound from one year to the next.

#### **12.1.2.3.3 RBOP Option C: Two (2) Years Notice of Retirement**

Licensed staff members meeting the guidelines established in 12.1.2 must notify, in writing, the Superintendent or designee of his or her desire to

participate in the RBOP no later than March 1 of the year prior to the employee's last two years of employment as detailed in 12.1.1. Once approved by the Board, eligible staff members will receive \$500 for each year of consecutive licensed Lake Park District Service up to a maximum of thirty-five (35) years hereinafter referred to as the "bonus." This bonus shall be divided into four separate payments, two of which will be added to the eligible employee's creditable earnings and paid on an annual basis (and the third and fourth bonus payments paid post-retirement as set forth below) provided an individual payment does not cause an employee's creditable earnings to exceed the TRS six percent (6%) earnings increase cap. In such an event, the eligible employee will only receive a bonus in an amount that will prevent the eligible employee's earnings from exceeding the TRS six percent (6%) earnings increase cap. The remainder of the bonus dollars not allocated this particular year will be applied to a future year's bonus where the employee's creditable earnings do not exceed the TRS six percent (6%) earnings increase cap. If after the eligible employee's two bonus payments, bonus dollars remain due to the TRS six percent (6%) earnings increase cap, the employee will receive the remaining dollars and the third and fourth bonus payments within 60-90 days after the eligible employee's final work day. If the eligible employee's creditable earnings do not exceed the TRS six percent (6%) earnings increase cap and the eligible employee receives both bonus payments as additions to their creditable earnings, they will receive their third and fourth payments as a post-retirement payout. Any bonus dollars added to an eligible employee's creditable earnings will not add to the eligible employee's base salary and will not compound from one year to the next.

#### **12.1.2.3.4 RBOP Option D: One (1) Year Notice of Retirement**

Licensed staff members meeting the guidelines established in 12.1.2 must notify, in writing, the Superintendent or designee of his or her desire to participate in the RBOP no later than March 1 of the year prior to the desired year of retirement as detailed in 12.1.1. Once approved by the Board, eligible staff members will receive \$500 for each year of consecutive Lake Park District Service as a licensed employee up to a maximum of thirty-five (35) years. The service benefit will be paid within 60-90 days after the licensed staff member's final workday. Payment shall be made in a lump sum or payable to the licensed staff member's 403(b) account based upon the licensed employee's written election.

#### **12.1.2.3.5 No Prior Notice of Retirement or Retirement Beyond Initial TRS Retirement Eligibility**

Any licensed staff member who submits a notice of retirement after March 1 in the year prior to their final year of employment, or any licensed staff member who elects to work beyond their initial TRS eligibility without a discounted annuity (e.g., age 55 and 35 years of TRS creditable service), will:

- a. forfeit any Retirement Benefit Option Plan Payment or lump sum post-retirement payment for which they may have been eligible; and
- b. receive annual creditable earnings increases limited to a one percent (1.00%) increase for the duration of their employment in the District.

#### **12.1.2.4 RBOP Insurance Benefits**

All licensed employees who are approved for retirement under the RBOP, and who have the District's group health insurance plan in effect at the time of retirement will receive \$340 per month for single coverage or \$680 per month for family coverage to be applied to the Teachers' Retirement Insurance Program (TRIP) for ten years from their date of retirement or upon the employee's death, whichever occurs first. The dental and vision benefits will continue to be the amount of employee's benefit at the time of the employee's retirement for ten years from their date of retirement or upon the employee's death, whichever occurs first. If an employee changes from family to single coverage during that ten (10) year period, no amount of the difference may be applied to another benefit.

Upon retirement, a licensed employee who currently receives the District's monthly health reimbursement arrangement credit allotment, as outlined in section 6.2, will be entitled to continue this benefit for ten (10) years from the date of retirement or until the employee's death, whichever occurs first.

Supplemental medical insurance is not available from the District.

#### **12.1.3 Discontinued Extra-Duty Stipend Adjustments**

Prior to the start of each school year following the licensed staff member's notification and approval for retirement under paragraph 12.1.2.3 the Board shall notify the retiring licensed staff member of any extra-duty stipend activities performed by the retiring licensed staff member in the previous school year which were included in the licensed staff member's TRS creditable earnings ("Stipend Activity"). The six percent (6.0%) creditable earnings increase granted under the RBOP provision in subparagraph 1 above is contingent upon the retiring licensed staff member continuing to annually perform the Stipend Activities in each subsequent school year prior to their retirement. If the Administration elects to assign the retiring licensed staff member to any extra-duty Stipend Activities that the licensed staff member did not



perform in the school year of their retirement notification, any such extra-duty stipend payments will be paid to the licensed staff member thirty (30) days after their final work day. The licensed staff member's annual pre-retirement creditable earnings shall not exceed a 6.0% annual increase as provided in paragraph 12.1.2.3, subparagraph 2 above. If the Board or Administration elects to eliminate or discontinue any of the Stipend Activities previously performed by the retiring licensed staff member, the licensed staff member's base creditable earnings will not be readjusted or reduced. If the licensed staff member's Stipend Activities include a committee assignment and the committee is discontinued, the licensed staff member can select an alternative committee for which they are qualified without any readjustment or reduction in their base creditable earnings. Nor will the licensed staff member's based creditable earnings be readjusted or reduced if the licensed staff member performs a substantially equivalent amount of Stipend Activities in the subsequent school year. A retiring licensed staff member can elect to change his/her Stipend Activities on an annual basis if approved in advance by the Administration. If, however, the retiring licensed staff member elects not to perform the Stipend Activities in a subsequent school year, the retiring licensed staff member's compensation will be reduced by the amount of creditable earnings attributable to the Stipend Activities not performed.

## **12.2 ESP Employees**

Upon retirement from the District, each ESP employee with twenty (20) or more years of total service to the District shall be paid an additional \$10.00 for each full month of service, such amount to be added to the employee's salary in the last year of employment. (Example: An ESP employee who upon retirement has served twenty (20) full years of twelve (12) months each would receive \$2,400.00. An ESP employee who upon retirement has served twenty (20) full years of ten (10) months each would receive \$2,000.00.) As used herein, "year" shall mean twelve (12) calendar months except that it shall mean ten (10) calendar months for those full-time ESP employees regularly employed ten (10) months of the year. Any service by a regular ten (10) month employee during the summer recess shall not be computed as additional experience credit for purpose of eligibility for any District retirement benefit or program.

The additional payment and benefits provided by this section shall be applicable only if written notice of retirement is given at least sixty (60) calendar days in advance of the date of retirement.

**12.2.1** ESP retirees with twenty (20) or more years of total school district service who have the District's group health insurance plan in effect at the time of retirement will receive \$340 per month for single coverage or \$680 per month for family coverage for a period of up to ten (10) years from their date of retirement or upon the employee's death, whichever occurs first. When a retiree becomes Medicare eligible, Medicare will become their primary carrier and LPHS plan will become their secondary carrier. The dental and vision benefits will continue to be the amount of the employee's benefit at the time of the employee's retirement for ten (10) years from their date of retirement

or upon the employee's death, whichever occurs first. If an employee changes from family to single coverage during that ten (10) year period, no amount of the difference may be applied to another benefit.

**12.2.2** Upon retirement, an ESP who currently receives the District's monthly health reimbursement arrangement (HRA) credit allotment, as provided in section 6.2, will be entitled to continue this benefit for ten (10) years from the date of retirement or until the employee's death, whichever occurs first.

### **12.3 Board Policy Retirement**

If any terms or provisions of this Article XII conflict or are inconsistent with the terms of any Board Policy related to licensed employee retirement benefits, the terms of this contract Article shall control.

### **12.4 Reopener – Pension Cost Shift**

If there are changes to the Teachers' Retirement System (TRS) or an increase to the District-required TRS contribution that increase the Board's costs from the implementation of a change to TRS or a reduction to the teachers' TRS retirement benefits, then either party shall be entitled to reopen Article 17 of this 2018-2022 Agreement, subject to the limitations and procedures set forth in this Article.

When reopening the contract for the express purpose described above is deemed necessary, the Board and the Association will convene a negotiating committee to make recommendations with respect to any or all items contained in Article 12. This negotiating committee's recommendation(s) will be made to the entire Board and Association no later than ninety (90) days following the first meeting of the negotiating committee.

Both parties will agree on the method for conducting the reopener negotiations, with interest-based bargaining to be considered as the preferred option.

In the unlikely event that the negotiating committee is unable to reach an agreement, the Board and the Association each reserve their procedural and substantive rights under the Illinois Educational Labor Relations Act to reach a settlement.

## **ARTICLE 13: EMPLOYEE RIGHTS**

### **13.1 Suspension with Cause**

Employees shall not be suspended without pay or held on step except for cause.

### **13.2 Investigatory Interview**

If the District decides to conduct an investigatory interview of an employee, the employee shall be entitled to the presence of an Association representative at the interview if: (a) the employee requests a representative; and (b) there exists reasonable grounds to believe that the interview may be used to support disciplinary action against the employee or another bargaining unit member. If the employee requests Association representation, the District may either conduct the investigatory interview with the Association representative present or simply proceed with the investigation, without interviewing the employee, as the District may deem appropriate.

### **13.3 Personnel File Review**

Each employee shall have the right, upon request, to review the contents of said employee's personnel file, provided such review shall occur during normal business hours. Advance notice of up to twenty-four (24) hours may be required by the Board. A representative of the Association may, at the employee's request, accompany the employee for this review. No evaluative materials shall be placed in the file that the employee has not first seen and been made aware of the intention to place such material in the file. The employee shall have the right to add a rebuttal to any material placed in his/her file if submitted within five (5) working days of the employee's receipt of a copy of the original material. Nothing shall be permanently removed from the file without the consent of the Board and the employee.

### **13.4 Assault Upon an Employee**

Any case of assault upon an employee shall be promptly reported to the Board or its designee. If the assault occurred while on school business, was committed by a student enrolled in the District, was entirely unprovoked and the employee was acting in accordance with Board policy and administrative direction, the employee shall suffer no loss of benefits as a consequence of such assault between the date thereof and when the employee would otherwise qualify for disability benefits of any kind or for thirty (30) calendar days, whichever shall first occur.

### **13.5 Employee Charged with Assault**

If an employee shall be charged with unlawfully assaulting a student, and the employee has acted in accordance with Board policy and administrative direction, the Board shall seek to assist the employee in dealing with law enforcement authorities.

### **13.6 Parent Complaints**

The Administration shall notify employees of any complaint received against the employee which is deemed consequential, is substantive, and requires consideration of potential corrective action by the employee. The Administration shall refer the parent to an initial parent-employee conference, except where the employee admits engaging in alleged misconduct or the complaint allegations involve the employee's alleged harassment, misconduct, or unprofessional conduct.

### **13.7 Contracts Consistent with Agreement**

Any contracts issued by the Board to individual employees shall not be inconsistent with this Agreement.

### **13.8 District Use of Security Cameras**

Security cameras are to be used for security of the building. Security cameras will not be utilized for employee surveillance or monitoring employee conduct or performance. Security cameras will not be located in classrooms, locker rooms, or employee break rooms. The intent of utilizing security cameras and videotapes will not be to observe employee performance or otherwise be accessed as documentation in the employee evaluation process.

Video from the security cameras may be reviewed by the District's personnel in connection with investigations of suspected criminal, disciplinary or security violations or incidents. Initial access to security camera data involving District personnel will be limited to the Superintendent, Principal, assistant principals, and police consultants. The review of data will take place in an office determined by the Superintendent or designee. If the review of security camera video reveals alleged incidents of employee misconduct, the following process will be followed:

1. The Superintendent will be notified of suspected criminal, disciplinary or security violations.
2. The LPEA will be notified if there is evidence that indicates that security violations may have taken place. Such notification shall be in writing.
3. Should an employee request representation, both the LPEA and employee may review the video.
4. The employee will be represented by the LPEA in all investigatory meetings regarding alleged misconduct unless the employee declines LPEA representation.
5. Any discipline that may be imposed against the employee as a result of the misconduct investigation shall be in accordance with applicable provisions in the Collective Bargaining Agreement.

Video data from the cameras may be stored for up to the amount of days the system allows unless there is cause to believe the video data would document a criminal or security incident. The LPEA will be informed in such a situation.

All employees shall be informed annually at the beginning of each school year, in writing, of the use of the security cameras and such notification will be part of new employee orientation.

## **ARTICLE 14: NEGOTIATION PROCEDURE**

### **14.1 Notice to Bargain Time Limits**

Except as provided by law, but not later than March 20 of the calendar year in which this Agreement expires, the Board agrees to begin negotiations with the Association over a Successor Agreement.

### **14.2 Negotiation Representatives**

Each party shall select its own representatives. The parties mutually pledge that their representative will be delegated all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

### **14.3 Negotiations—Release Time**

When negotiations are conducted during regular work hours, released time shall be provided for the Association's negotiating committee members, provided nothing herein shall imply that negotiations need be conducted during regular work hours or that released time shall be provided for any licensed staff member involved in any co-curricular activity.

### **14.4 Copies of the Agreement**

There shall be two signed copies of any Agreement. One copy shall be retained by the Board and one by the Association.

### **14.5 Reproduction of the Agreement**

Within thirty (30) working days following the execution of this Agreement, the Board shall reproduce copies thereof in sufficient volume to provide a copy to each member of the Association Executive Board, Board of Education, and Administration. The cost of such reproduction shall be shared equally by the Board and the Association. The Board shall also post an electronic copy of this Agreement for the membership on District technology systems and provide the means for membership to print the Agreement if they desire.

### **14.6 Changes in the Agreement**

The Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

## **ARTICLE 15: LICENSED ASSIGNMENTS**

### **15.1 Notice of Assignment**

The Board shall advise each licensed staff member of his/her tentative assignment for the forthcoming school term not later than the last licensed workday of the previous school term. As used herein, "assignment" means the specific courses to be taught by the teacher, not including non-instructional supervisory and/or co-curricular duties.

### **15.2 Notice of Change in Initial Assignment**

If any assignment is changed during the summer recess, the licensed staff member affected shall be notified prior to the first student attendance day of the affected school term. Upon the request of the licensed staff member, the change(s) shall be reviewed by an appropriate administrator.

### **15.3 Licensed Staff Assigned to Both Buildings**

Employees who are assigned to more than one school shall have their schedules arranged so that travel time does not infringe upon the traveling employee's lunch period.

### **15.4 Licensed Staff Required to Provide Transportation Between Assignments**

Employees who are required to use their own transportation in the performance of their duties and licensed staff members who are assigned to more than one school per day shall be reimbursed for all such travel from the first work location to the final work location of the day. Such reimbursement shall be at the IRS allowance.

### **15.5 Departmental Committees**

The Board shall make a reasonable effort to limit the number of departmental committees.

### **15.6 Meeting Attendance**

#### **15.6.1 Meetings Outside Normal Duty Hours**

Licensed staff members shall not be required to attend more than two (2) meetings per month outside of normal duty hours. A third meeting may be called if necessary. No additional meetings shall be called except in an emergency.

#### **15.6.2 Licensed Staff Attendance at Evening Meetings**

Except in an emergency, licensed staff members shall not be required to attend more than four (4) evening meetings per school year. This section shall not be applicable to licensed staff in

special education or to licensed staff who do not have a regular classroom teaching assignment. As used in this section, eighth grade orientation night shall not be construed as an evening meeting. Licensed staff members who are assigned to more than one campus may be required to attend two (2) additional or a total of six (6) evening meetings per school year.



## **ARTICLE 16: VOLUNTARY TRANSFERS**

### **16.1 Vacancy Definition**

A “vacancy” occurs whenever a current or newly created bargaining unit position exists and cannot be filled from licensed staff members on a recall list or currently employed staff.

### **16.2 Posting Vacancies**

Whenever a vacancy occurs, a notice and summary thereof shall be posted electronically on the District’s current recruitment platform and said notice shall be sent electronically to all staff members. All employees maintain the right to make unlimited inquiries about any District vacancy.

### **16.3 Employee Application for Vacant Positions**

Employees who apply for such vacancies shall submit their applications to the Superintendent or designee within the time limit specified in the notice.

## **ARTICLE 17: WORKDAY/WORK HOURS/COMPENSATION**

### **17.1 Licensed Workday**

**17.1.1** The normal workday for licensed staff shall not exceed an eight (8) hour work day, except that newly hired licensed staff members may be required to also assume a co-curricular assignment for the first five (5) years of employment or, multiple special services as defined in Appendix F.

**17.1.2** All licensed personnel who work less than a full-time assignment will receive salary based on a pro-rata basis.

### **17.2 Licensed Staff Work Calendar**

The school calendar shall consist of one hundred eighty-five (185) days. Unused emergency days may be declared days on which licensed staff members shall be excused from attendance. Any licensed workdays beyond one hundred eighty-five (185) shall be compensated at 1/185 of the affected licensed staff member's base compensation schedule (Appendix A), and any deduction for nonperformance shall be similarly computed.

### **17.3 Licensed Load**

The standard weekly teacher load consists of twenty-five (25) periods of student instruction and five (5) periods of flexible student tutorial and/or student supervision. As used herein, "student supervision" shall refer to study hall supervision, cafeteria supervision, control center supervision, but may also include other building supervision in as needed situations as determined by the building administration. "Student tutorial" time shall refer to office hours determined by teacher and the administration, in conjunction with department and scheduling needs, to allow flexible time with students and/or staff. Flexible time may be created by combining study halls and rotating supervision thereof. Once a schedule of such tutorial/supervision coverage is achieved, times and areas for tutorials will be posted throughout the building. The balance of the teacher workday shall be available to the teacher as planning/preparation time. As used herein, "planning/preparation time" shall include parent or student or administrator conferences, Individual Education Programs (IEP) conferences, and the like. Guidance counselors, librarians, learning resource center personnel, audio-visual personnel, psychologists, social workers, deans and the like shall not be subject to this section, but shall receive a fifteen (15) minute break each morning and afternoon on days when students are present. Special education teachers shall be accommodated to the extent feasible considering the needs of their students. Traveling teachers will only be used for supervision on an as needed basis to be determined by the building administration. When scheduling supervision, utilizing traveling teachers and new teachers will be the secondary option after the campus-based teacher pool has been exhausted. Traveling teachers and new teachers will be teamed unless collaboration between the administration and Association deems otherwise.

The teams determine a predictable pattern of assignment in collaboration with the administration. Every effort will be made to assign teams to appropriate settings and corresponding levels of responsibility. Nothing herein precludes the Board from eliminating supervision for licensed staff during this Agreement.

## **17.4 Licensed Salary**

The licensed employees' salaries shall be paid in accordance with the schedules attached as Appendix A. The base salary for licensed staff will be increased by 2.00% for 2018-2019, 1.75% for 2019-2020, 1.50% for 2020-2021, and 1.50% for 2021-2022.

**17.4.1** Step B of Appendix A will be used for initial placement for licensed staff members without previous licensed experience and new to the District on the bachelor's or master's schedule.

**17.4.2** For the placement of new staff with previous years of experience, the counting of these years of service will begin at Step A of Appendix A on both the bachelor's and master's schedules.

**17.4.3** The Lake Park Education Association and the District agree that if an individual completes a Master's degree, that individual may move from the Bachelor's degree to a Master's degree in that same year without application of the one salary lane per year limitation on horizontal lane advancement.

## **17.5 Department Restructured Responsibility Stipends**

The stipends for the restructured department responsibilities will be as specified in Appendix F.

## **17.6 Licensed Staff as Substitute**

A licensed staff member shall not be required to substitute for another teacher during his/her duty-free lunch period, except in an emergency, in which instance a provision for lunch shall be made.

## **17.7 Licensed Staff as Substitute—Compensation**

Any licensed staff member required to be an internal substitute during his/her planning preparation period shall be compensated as specified in Appendix F. The Board shall make every reasonable effort to find volunteers for such substitution prior to assigning a licensed staff member thereto.

## **17.8 Program Coordinator Compensation**

Coordinators' pay for The Assistant Activities and Assistant Athletic Directors, the Applied Arts, Driver Education (within school year), Driver Education (summer), Athletic Event, Maintenance, and English Language Coordinators shall be as specified in Appendix F.

## **17.9 Mentor Compensation**

The stipend for being a mentor in the Peer Resource Program is \$1,250.00 for the two (2) year mentorship. The stipend will be awarded in three payments—two in the first year and one in the second year.

## **17.10 Lancer University**

**17.10.1** Lancer University participants have the option of selecting Licensed Professional Development Unit (CPDU) credit or Board credit on the salary schedule. One hour of professional development is equivalent to one CPDU<sup>1</sup> and fifteen (15) hours of professional development is equivalent to one Board credit hour<sup>2</sup> for the purposes of horizontal salary schedule advancement.

<sup>1</sup> Per ISBE guidelines for CPDU values for Professional Development Activities

<sup>2</sup> Board credit hours cannot be earned for the same class more than one time

**17.10.2** Lancer University instructors have the option of selecting curriculum pay, CPDU's, or Board credit.

### **17.10.2.1 Curriculum Pay**

**First-Time Workshops:** Presenters of first-time workshops will receive one hour of curriculum pay for every hour of presenting. In addition, for preparation purposes, first-time presenters will receive an additional two hours of curriculum pay for every hour of presenting.

**Repeat Workshops:** For workshops that are presented on an ongoing basis, presenters will receive one hour of curriculum pay for every hour of presenting. In addition, for preparation purposes, repeat presenters will receive one total additional hour of curriculum pay.

## **17.11 Summer School**

### **17.11.1 Summer School Work Rate**

The summer work rate shall be specified in Appendix F and apply to all licensed staff members teaching summer school. The foregoing shall be applicable only to teachers hereunder. No

other provisions of this Agreement shall be applicable to Alternative School and Summer School (except that Article V shall apply to the above).

#### **17.11.2 Vacancies in Summer School**

When a vacant Summer School position is posted, preference in staff hiring shall be based on an equitable selection process.

Preference in staff hiring shall be determined by the administration, based upon the following:

- The qualified<sup>1</sup> LPHS teacher who teaches the same or like course during any regular school year.
- The qualified<sup>1</sup> LPHS teacher from the school department.
- Any qualified<sup>1</sup> LPHS teacher.
- A qualified<sup>1</sup> teacher from outside LPHS.

<sup>1</sup> The administration shall determine which teachers are qualified and such qualifications may include without limitation the teacher's knowledge of subject matter; possession of instructional skills appropriate to the students; experience; endorsements; certifications; professional recommendations; formal evaluations; the District's ability to cover unforeseen needs; and administrative professional judgment.

### **17.12 Summer Curriculum Project Compensation**

Summer project compensation will be as specified in Appendix F.

### **17.13 Counselor Summer Schedule**

Summer work for counselors is designed to assist in facilitating a smooth and successful start to the school year and provide for a better use of counselor time during the summer through updating student schedules as a result of second semester and summer school work, enrolling move-in students, and completing student schedules prior to their release to students before the beginning of the school year. In general, the per diem summer work days will be designated for counselors to attend to work related to their student caseload and not to attend to the routine operations of the counseling office during the summer break period. This routine operations work will be the responsibility of the counselor identified to complete the non-per diem day summer work as set forth in section 17.13.2.

#### **17.13.1 Per Diem Summer Work**

- Each counselor will have four (4) days of per diem summer work available for student registration/scheduling/rescheduling.
- During a particular summer, if a counselor or an administrator feels there is additional time needed because of a unique situation, a review of the request

will be conducted by the Principal and the Assistant Superintendent for Educational Services.

- For the four (4) days per counselor, two (2) of the days shall be utilized within ten (10) days after second semester grades have been entered on the student information system. In a typical year, these days will be utilized before June 30.
- The fact that these days are considered for per diem payment will in no way set a precedent for other summer project/curricular work currently paid at the Licensed Summer Work rate.
- The remaining two (2) days will be utilized within the ten (10) days prior to opening day.
- If at any point the negotiated Agreement is reopened, the number of days that counselors have available for per diem summer work will be subject to negotiations.

#### **17.13.2 Non Per Diem Day Summer Work**

- Counselors will ensure summer building coverage in the form of one counselor per building per week of the summer break period.
- Counselors will ensure adequate counselor support for each textbook distribution day at each campus.
- Counselors will receive the Licensed Summer Work rate for any non-per diem summer work.

### **17.14 Dean Pre-School/Extra Duty Compensation**

Deans will receive time and compensation to attend to student transitions and academic and behavioral needs.

**17.14.1** Each Dean shall receive per diem pay for four (4) days immediately preceding opening day to attend to student transitions and orientation.

**17.14.2** Each Dean shall work up to sixty-five (65) hours of safety and security supervision at the Dean Safety and Security Supervision rate specified in Appendix F.

- Prom
- Post-Prom
- Homecoming
- Graduation
- Home Football Games
- Girls Football
- Other Competitions/Events as identified by the Principal or designee.

**17.14.3** Payment for any additional safety and security supervision work defined under section 17.14.2 shall be made only after verification of the hours worked for the identified events is confirmed.

## **17.15 ESP Workday**

**17.15.1** The normal workday for ESP employees shall not exceed eight (8) clock hours, exclusive of the 30-minute duty-free meal break. The District may establish an alternate workweek (Tuesday through Saturday) for custodial/maintenance employees provided that said employees volunteer for the assignment. Employees hired after August 21, 1989, may be assigned an alternate work week at the discretion of the District.

**17.15.2** All ESP personnel who work less than a full-time assignment will receive salary based on a pro-rata basis.

## **17.16 Categories for ESP Employment**

Educational Support Personnel will be placed into categories I→IX for compensation.

These positions from prior CBA classifications will be placed into the respective categories.

### **CATEGORY I**

Hall Monitors  
Security (Evening/Weekend)

### **CATEGORY II**

Attendance Office – EC & WC

### **CATEGORY III**

Accompanist  
Alternative Education  
Career Center  
Class.com  
Computer Lab  
ESL  
Fitness Center  
Nurses' Office  
Reading  
Resource Center  
Safety Monitors  
Special Education

### **CATEGORY IV-V**

Business Office – AC  
Duplication  
Receptionist – AC

**CATEGORY VI**

Activities Director Secretary  
Athletic Director Secretary  
Assistant Principal Secretary  
Associate Principal Secretary  
Community Relations – AC  
Guidance Office – EC & WC  
Special Education Director Secretary

**CATEGORY VII**

Custodial Staff

**CATEGORY VIII**

Maintenance Staff

**CATEGORY IX**

Accounts Receivable/Payable  
Benefits  
Data and Information Management  
Payroll  
Registrar  
Science Lab  
Technology

## **17.17 Calendars for ESP Staff**

### **17.17.1 Group A 10-Month Employees**

Group A 10-month employees shall work a minimum of 192 work days per school year to include the following days.

- Two (2) work days prior to opening day
- All student attendance days
- Full work days on all SMART days
- Full work days on all testing days
- One (1) work day after the last day of student attendance

#### Group A ESP Positions

- Career Center Aide
- Clerk/Receptionist/Typists
- Health Aides
- Media Services Aides
- Safety Monitors
- Science Lab Aides
- Security



### **17.17.2 Group B 10-Month Employees**

Group B 10-month employees shall work a minimum of 190 work days per school year to include the following specific days.

- Opening day(s) of school
- One (1) work day after the last day of student attendance
- Work a 0.75 of a full work day (15-minutes beyond student dismissal time) on testing days, SMART days, or any shortened student attendance days (6.5 hours for a regular 8 hours paid employee or 6.0 hours for a regular 7.5 hours paid employee)

Group B 10-month employees will not be scheduled to work on a non-student attendance day with the exceptions of the following days or with the prior approval of a supervisor to complete a specific task.

- Opening day(s)
- Final Exam Day(s)
- One (1) work day after the last day of student attendance

Group B ESP Positions

- Accompanist
- General Education Instructional Aides
- Fitness Center Aides
- Hall Monitors
- Special Education Instructional Aides

## **17.18 ESP Salary**

The ESP employees' salaries shall be paid in accordance with the schedules attached as Appendix B. The base salary for ESP staff will be increased by 2.00% for 2018-2019, 1.75% for 2019-2020, 1.50% for 2020-2021, and 1.50% for 2021-2022.

**17.18.1** Beginning with 2009-10, all future cost comparisons for ESP staff will be made per work category calendar.

**17.18.2** Appendix B of the Agreement (Job Classification and Hourly Rates by Year) defines the hourly rates of pay for ESP staff. In order to provide equity in salary step placement for ESP staff members moving from 10-month Clerk/Typist/Receptionist positions to 12-month Clerk or Secretary positions the following guideline will apply:

- Salary placement will be step to step. However, the District is not obligated to exceed a fifteen percent (15%) hourly rate of pay gain for any employee within these groups. Any amount of hourly rate increase exceeding fifteen percent

(15%) would need to be reviewed with the LPEA before a recommendation is brought to the Board for approval.

- The LPEA acknowledges that these hourly salary rate adjustments represent the sum of all adjustments for all employees who have moved from 10-month to 12-month support staff positions.

### **17.19 Overtime**

When an ESP employee is required to return to his/her building after completion of his/her regular shift, such employee shall be compensated for at least two (2) hours.

If overtime shall be compensated by a provision other than compensatory time, the pay for such for ESP employees shall be included no later than the second pay period following the overtime worked. Nothing herein shall preclude the use of compensatory time within the discretion of the Board as permitted by law.

### **17.20 Job Sharing**

Nothing in this Agreement shall be construed as precluding the Board of Education from approving an arrangement of job sharing between two (2) tenured teachers. Any such arrangement shall be non-precedential and in the sole discretion of the Board of Education.

### **17.21 Summer Work—10-Month ESP Staff**

ESP 10-month employees will be compensated at their current hourly rate for summer assignments, similar to their current position.

**17.21.1** ESP 10-month employees who are hired for a posted summer vacancy will be compensated at the hourly rate specified in the posting.

**17.21.2** Preference in selection of the ESP staff will be given to the Lake Park staff member whose 10-month assignment is the same or similar to the summer assignment or work in the school department.

**17.21.3** Additionally, ESP employees who possess the skill set needed for the vacancy, aligned with the following criteria: experience, certifications (where applicable), recommendation, professional judgment, and evaluation will receive preferential consideration for any available positions.

### **17.22 Position Review for ESP Staff**

An ESP who believes their position is misclassified must begin the review process by bringing their concerns forward to their immediate supervisor. The supervisor will work with the Principal or designee to review the current job description and revise it with any new responsibilities. If the Principal supports the employee's and the supervisor's

recommendations, he or she will coordinate an appointment with the Assistant Superintendent for Educational Services to discuss the proposed changes.

After studying the request, the Assistant Superintendent for Educational Services will work with the Superintendent who will make the final decision about whether to present a step change to the Board of Education at a future regular Board meeting.

If the immediate supervisor does not support the employee's recommendations, he or she has the right to schedule an appointment with the Principal to present his or her request. If the Principal does not support the employee's recommendations, he or she has the right to schedule an appointment with the Assistant Superintendent for Educational Services to present his or her request. The Assistant Superintendent for Educational services will work with the Superintendent who will make the final decisions about whether to present a step change to the Board of Education at a future regular Board meeting.

### **17.23 Duty-Free Meal Break**

All employees who work at least seven and a half (7.5) continuous hours shall be entitled to an unpaid 30-minute duty-free meal break. Any ESP employee that has been called to a job duty during his/her duty-free meal break shall be paid for that particular meal break or given compensatory time off (unless on the same day a reasonable alternate duty-free break is provided to begin no later than the employee's sixth (6th) hour of work).

**17.23.1** The voluntary assumption of a duty by an employee shall not be deemed a response to a job duty pursuant to the preceding paragraph.

**17.23.2** For all custodial/maintenance employees, the first break time will occur no earlier than one (1) hour after the start of the shift. The second break time will conclude no later than one (1) hour before the end of the shift.

### **17.24 Pay Period Options**

The compensation prescribed in Appendices A and B shall be paid in twenty (20) or twenty-four (24) installments. Such payment shall be in twenty-four (24) installments unless a contrary election is made in writing to the business office prior to September 1.

### **17.25 Extra-Curricular Assignments and Compensation**

The base stipend contract amount will be increased by 2.00% for 2018-2019, 1.75% for 2019-2020, 1.50% for 2020-2021, and 1.50% for 2021-2022.

Positions on the co-curricular schedule shall be compensated pursuant to Appendices C and/or D of this Agreement. Retiring staff members who continue their co-curricular contracts without a break in service in the co-curricular assignment after retirement shall maintain their step placement on the co-curricular schedule until a break in service occurs. Retiring staff members

who discontinue their co-curricular contracts but subsequently return to a co-curricular assignment will be placed on the schedule as negotiated by the administration and the retired staff member.

## **17.26 Tuition Reimbursement**

Each staff member is eligible for individual reimbursement for actual tuition (exclusive of all fees) approved in advance by the Superintendent or designee, not to exceed one hundred twenty (\$120.00) dollars per credit hour, for courses successfully completed at a recognized institution of higher learning.

**17.26.1** Tuition Reimbursement Guidelines (Standards/Practices) shall state the guidelines for staff participation in the tuition reimbursement program. (See Lance website for specific guidelines).

**17.26.2** A maximum annual pool of \$76,133 is budgeted for tuition reimbursement each school year for contract years 2018-2019, 2019-2020, 2020-2021, and 2021-2022 with an increase of 3.00% per year, if the budgeted amount is reached or exceeded.

**17.26.3** Staff may access tuition reimbursement dollars after his/her initial year of employment.

**17.26.4** The guidelines for Tuition Reimbursement referenced in Paragraph 17.26.1 above shall include the following priority conditions for receipt of available tuition reimbursement funds: 1) licensed staff members in approved graduate programs leading to a first Master's degree; 2) staff members who are accessing tuition reimbursement for the first time; 3) staff members who are pursuing professional development which addresses District goals (Strategic Plan) or School Improvement Plan targets (SMART goals); and 4) staff members who are pursuing professional development credits.

**17.26.5** As referenced on the Lance website, when a staff member is directed to participate in professional development activities to improve required job skills by an administrator, the District shall pay related tuition or registration fees. Such expenses shall not be deducted from the tuition reimbursement budgeted funds.

## **17.27 Special Service Compensation**

Positions on the special services schedule shall be compensated pursuant to Appendix F.

**17.27.1** Employees will be given first opportunity on a voluntary basis to serve as chaperones/workers for school events (i.e., dances or plays, sports events, etc.) and paid as described in above sections.

**17.27.2** Payment for these events will be made no later than the second pay period following the date of the event worked if the business office has received all documentation five (5) working days before pay day.

## **17.28 Reopener — Property Tax Freeze**

If legislation is enacted that imposes a property tax freeze, then the Board shall be entitled to reopen Article 17 of this Agreement.

When reopening the contract for the express purpose described above is deemed necessary, the Board and the Association will convene a negotiating committee to make recommendations with respect to any or all items regarding teacher compensation. This negotiating committee's recommendation(s) will be made to the entire Board and Association no later than ninety (90) days following the first meeting of the negotiating committee.

Both parties will agree on the method for conducting the reopener negotiations, with interest-based bargaining to be considered as the preferred option.

In the unlikely event that the negotiating committee is unable to reach an agreement, the Board and the Association each reserve their procedural and substantive rights under the Illinois Educational Labor Relations Act to reach a settlement.

## **ARTICLE 18: OBLIGATIONS UNDER THIS AGREEMENT**

### **18.1 Purpose**

The provisions of this Agreement shall constitute a binding obligation of the parties for the duration hereof or until changed by written, mutual consent. The parties agree that their undertakings in this Agreement are mutual. Any previously adopted policy, rule, or regulation of the parties which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement.

### **18.2 Obligation to Bargain**

The parties agree that they will not be obligated to bargain collectively during the duration of this Agreement regarding any term or condition of employment which was the subject of bargaining during the negotiations culminating in the 2013-2017 Agreement, provided that if one or more of the occurrences described in subparagraphs 18.2.1 through 18.2.6 (below) should occur, the Association or the Board may request in writing that the other party enter into good faith discussions/negotiations to consider a possible amendment to this Agreement to accommodate such occurrence. The absence of such request in one instance shall be non-precedential. If such a request is made no later than sixty (60) calendar days following the occurrence described in subparagraphs 18.2.1 through 18.2.6 (below), the party shall commence such negotiations within thirty (30) calendar days of the delivery of the request, but such request shall not give rise to the negotiations of any provision of this Agreement not directly impacted by such occurrence, and shall not otherwise affect this Agreement except as expressly set forth below.

#### **18.2.1 State Funding of Public Education**

The adoption of revisions to the method of funding public education resulting in an increase or decrease of revenues of one (1%) percent or more as compared to what such revenues would have been in the absence of such revisions.

#### **18.2.2 State Tax Cap Adjustments**

Any alteration in the "tax cap" upward or downward of one (1%) percent or more (exclusive of annual fluctuations arising from changes in the current Consumer Price Index formula). (For reference purposes, the comparable amount comprised of both CPI and new growth changes was 3.54 %.)

#### **18.2.3 Consumer Price Index Changes**

Any change in the method of calculation of the Consumer Price Index—Urban ("CPI-U") index by the Bureau of Labor Statistics of the U.S. Department of Labor which would cause an increase or a reduction in the current calculation of such amount of one percent (1%) or more.

(Example: If the current CPI-U calculation were to show an annual increase of three percent (3%), and a new method of calculation would produce a figure of four percent (4%) or more, or two percent (2%) or less, this subparagraph would apply.)

#### **18.2.4 New Growth Properties**

The amount of “new growth,” in assessable property in the District (sometimes identified as “new construction history” used for tax cap) would be reduced by 1.25% or more as compared to the preceding fiscal year, or reduced by two percent (2%) or more on the average for the preceding two (2) fiscal years. (To identify this factor, the “new growth” in the District for the school year 1999-2000 which would be levy year 1998 and CPI year 1997, was 1.86% for the school year 1998-1999 which would be levy year 1997 and CPI year 1996, was 2.65%.)

#### **18.2.6 Annual Cost of Insurance**

During the 2018-2019, 2019-2020, 2020-2021, and 2021-2022 school years the average bargaining unit employee benefit cost for health insurance (including the FSA option), dental insurance, vision insurance, life insurance, disability insurance and tuition reimbursement cumulatively exceeds 125% of the actual cost of such benefits in the 2017-2018 school year.

If in any one year the increase in medical costs per bargaining unit member is ten (10%) or greater, the LPEA and Board agree to take action on cost containment. If no other agreement to contain the costs of medical insurance is reached before June 30 of each school year, the Board will pay the first 9.00% of increased medical insurance premium costs; the remaining increased costs are shared 50/50 between the Board and the LPEA.

The LPEA and the Board agree to use actual Education and Operations and Maintenance fund costs divided by the Full-Time-Equivalent (FTE) count of ESP and licensed bargaining unit members (full-time and part-time). The count for licensed staff equals all full-time and part-time licensed staff members reported on the annual Employment Information System (EIS) minus administrative staff. The count for ESP staff equals the total ESP FTE at the time the EIS is computed minus non-bargaining unit employees (confidential and LPEA-exempt).

The Employment Information System FTE is determined by October 1 of each school year. All related costs from the Education and Operations and Maintenance funds are used to define the total cost of health insurance. The base cost value must be the most recent actual dollars, not estimated. Therefore, the base cost value must be from FY2018 for an FY2019 application of this language.

#### **18.2.7 TRS Retirement Legislation Reopener Provision**

If the Illinois General Assembly enacts legislation during the term of this 2018–2022 Collective Bargaining Agreement which affects TRS employer or employee contributions, benefits, or increases the District’s TRS retirement costs, the parties agree to a limited contract reopener

solely to address the impact of the statutory changes on the District's or employee's TRS retirement contributions, costs, or employer financial penalties.

The party seeking to reopen the contract pursuant to this provision shall submit a written request to the other party. Such written request shall include the relevant statute which triggers the right to reopen the contract under the terms of this limited reopener provision. In the event that the contract is reopened, negotiations shall commence at a mutually agreed time, not to exceed thirty (30) days from the date of the limited reopener request.



## **ARTICLE 19: SEPARABILITY**

### **19.1 Provisions Contrary to Law**

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

### **19.2 Negotiations Time Limits**

It is further agreed that within fifteen (15) working days of receipt of notification of such findings by any court of competent jurisdiction, negotiations shall commence for the purpose of seeking to reach agreement on the affected matter.

## **ARTICLE 20: SITE-BASED DECISION MAKING**

### **20.1 Definition**

The Board and the Association recognize that arrangements pursuant to which employees are given increased responsibility for making decisions with regard to day-to-day affairs can often foster the collegial exchange of ideas and information that is desirable for effective professional practice, and can thereby improve the educational process. Accordingly, in order to encourage the development and implementation of site-based decision making arrangements in the District, the parties agree as follows:

### **20.2 Board, Association and Administration Meetings**

The Board of Education, the Association President and designees, and the Superintendent and designees, agree to meet in a collaborative effort, as situations necessitate or as requested by any one of the three parties, to foster continuing improvement by addressing issues of mutual interest, monitoring progress, and when appropriate, generating statements. The agenda for each such meeting shall be jointly prepared by the Superintendent (in consultation with the Board of Education) and the Association President. Such meetings shall be noticed and conducted in accordance with the applicable provisions of the Illinois Open Meetings Law.

### **20.3 District Round Table**

The District Round Table shall meet each semester as necessary. The Round Table will consist of the Superintendent and, administrative designees, the President of the Board of Education, the Association President and designees appointed from the Association Executive Board. The group will establish its own rules of procedure.

### **20.4 Departmental/Building Committees**

As used herein, "Department" means Alternative, Career and Technical Education and Fine Arts, English, Educational Support Personnel, Maintenance (Custodial), Mathematics, Media Services, Physical, Health, and Driver Education, Pupil Personnel Services, Science, Social Studies, Special Education, Student Services, Technology Services, and World Languages. "Building" means the East Campus and West Campus.

**20.4.1** Employees may form a group in each department and building by electing the members thereof. All employees within such affected department and/or building shall be eligible to vote for the appropriate committee. Nothing herein, subject only to the provision of this Agreement, shall preclude all of the members of a department from serving as a committee of the whole and/or establishing appropriate subcommittees. Each committee may hear any matter pertinent to its scope.

**20.4.2** The Principal or designees shall be advised reasonably in advance of any building or department meeting hereunder and of the anticipated agenda thereof. All recommendations shall be reduced to writing and reviewed at a subsequent meeting of the same committee, provided a copy thereof shall be transmitted in advance of such second meeting to the Principal or designee. If consensus of employees and administrators is reached, a copy shall be given to the Superintendent or designee and thereafter implemented unless expressly disapproved, amended or delayed by the Superintendent or designee.

If disapproved, amended or delayed, the reason thereof shall be submitted to the committees described in Sections 20.3 and 20.4, above, provided nothing herein shall be construed as to preclude any decision in the interim by an appropriate administrator, if otherwise consistent with the other Articles in this Agreement, deemed necessary or desirable for the effective operation of the schools.

## **ARTICLE 21: NO STRIKE; NO REPRISALS**

### **21.1 No Strike**

During the term of this Agreement, neither employee nor the Association shall at any time engage in a strike.

### **21.2 No Reprisals**

The parties agree that no reprisals of whatsoever nature shall be taken with respect to any employee, officer, or agent of the Board of Education because of his or her lawful participation in the strike in the School District commencing September 12, 1989, or because of his/her non-participation in such strike.

## **ARTICLE 22: DURATION OF AGREEMENT**

### **22.1 Contract and Agreement**

Any contract between the Board and any employee shall be subject to the terms of this Agreement.

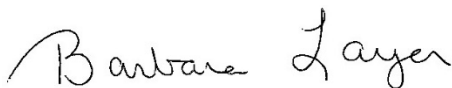
### **22.2 Effective Date of the Agreement**

This Agreement shall be effective upon the date of its execution except for those provisions wherein it is expressly stated that such shall be effective at some other date.

### **22.3 End Date of the Agreement**

This Agreement shall continue in effect except as otherwise specifically provided herein until 11:59 p.m. of the day preceding the first day of the 2022-2023 school term.

**For the Board of Education**



\_\_\_\_\_  
President



\_\_\_\_\_  
Secretary

\_\_\_\_\_  
May 21, 2018

Date

**For the Association**



\_\_\_\_\_  
President



\_\_\_\_\_  
Secretary



\_\_\_\_\_  
Secretary

\_\_\_\_\_  
May 21, 2018

Date

## APPENDIX A: LICENSED SALARY SCHEDULE

### 2018-2019

Licensed Salary Schedule 2018-2019 School Year (FY19)						
Step	B+00	B+15	M+00	M+15	M+30	M+45
A	\$48,786	\$51,226	\$54,641	\$57,568	\$60,495	\$63,423
B	\$51,226	\$53,665	\$57,568	\$60,495	\$63,423	\$66,350
C	\$53,665	\$56,104	\$60,495	\$63,423	\$66,350	\$69,277
D	\$56,104	\$58,543	\$63,423	\$66,350	\$69,277	\$72,204
E	\$58,543	\$60,984	\$66,350	\$69,277	\$72,204	\$75,132
F	\$60,984	\$63,423	\$69,277	\$72,204	\$75,132	\$78,058
G	\$63,423	\$65,861	\$72,204	\$75,132	\$78,058	\$80,985
H	\$65,861	\$68,300	\$75,132	\$78,058	\$80,985	\$83,912
I	\$68,300	\$70,741	\$78,058	\$80,985	\$83,912	\$86,840
J			\$80,985	\$83,912	\$86,840	\$89,767
K			\$83,912	\$86,840	\$89,767	\$92,694
L			\$86,840	\$89,767	\$92,694	\$95,621
M			\$89,767	\$92,694	\$95,621	\$98,549
N			\$92,694	\$95,621	\$98,549	\$101,476
O			\$95,621	\$98,549	\$101,476	\$104,403
P			\$98,549	\$101,476	\$104,403	\$107,331
Q			\$101,476	\$104,403	\$107,331	\$110,257
R			\$104,403	\$107,331	\$110,257	\$113,184
S			\$107,331	\$110,257	\$113,184	\$116,111
T					\$116,111	\$119,038
U						\$121,966
<b>Top - No step</b>						
	<b>3.00%</b>	<b>3.00%</b>	<b>3.00%</b>	<b>3.00%</b>	<b>3.00%</b>	<b>3.00%</b>

**2019-2020**

Licensed Salary Schedule						
		Step A 1.75%		Top - No step movement		2.50%
2019-2020 School Year (FY20)						
Step	B+00	B+15	M+00	M+15	M+30	M+45
A	\$49,640	\$52,123	\$55,597	\$58,576	\$61,554	\$64,533
B	\$52,123	\$54,605	\$58,576	\$61,554	\$64,533	\$67,511
C	\$54,605	\$57,086	\$61,554	\$64,533	\$67,511	\$70,490
D	\$57,086	\$59,568	\$64,533	\$67,511	\$70,490	\$73,468
E	\$59,568	\$62,051	\$67,511	\$70,490	\$73,468	\$76,447
F	\$62,051	\$64,533	\$70,490	\$73,468	\$76,447	\$79,424
G	\$64,533	\$67,014	\$73,468	\$76,447	\$79,424	\$82,403
H	\$67,014	\$69,496	\$76,447	\$79,424	\$82,403	\$85,381
I	\$69,496	\$71,979	\$79,424	\$82,403	\$85,381	\$88,360
J			\$82,403	\$85,381	\$88,360	\$91,338
K			\$85,381	\$88,360	\$91,338	\$94,317
L			\$88,360	\$91,338	\$94,317	\$97,295
M			\$91,338	\$94,317	\$97,295	\$100,274
N			\$94,317	\$97,295	\$100,274	\$103,252
O			\$97,295	\$100,274	\$103,252	\$106,231
P			\$100,274	\$103,252	\$106,231	\$109,209
Q			\$103,252	\$106,231	\$109,209	\$112,187
R			\$106,231	\$109,209	\$112,187	\$115,165
S			\$109,209	\$112,187	\$115,165	\$118,144
T					\$118,144	\$121,122
U						\$124,101
Top - No step movement						
	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%

**2020-2021**

Licensed Salary Schedule						
Step A 1.50%			Top - No step movement			2.00%
2020-2021 School Year (FY21)						
Step	B+00	B+15	M+00	M+15	M+30	M+45
A	\$50,385	\$52,905	\$56,431	\$59,455	\$62,478	\$65,501
B	\$52,905	\$55,424	\$59,455	\$62,478	\$65,501	\$68,524
C	\$55,424	\$57,943	\$62,478	\$65,501	\$68,524	\$71,548
D	\$57,943	\$60,462	\$65,501	\$68,524	\$71,548	\$74,571
E	\$60,462	\$62,982	\$68,524	\$71,548	\$74,571	\$77,594
F	\$62,982	\$65,501	\$71,548	\$74,571	\$77,594	\$80,616
G	\$65,501	\$68,020	\$74,571	\$77,594	\$80,616	\$83,639
H	\$68,020	\$70,539	\$77,594	\$80,616	\$83,639	\$86,662
I	\$70,539	\$73,059	\$80,616	\$83,639	\$86,662	\$89,686
J			\$83,639	\$86,662	\$89,686	\$92,709
K			\$86,662	\$89,686	\$92,709	\$95,732
L			\$89,686	\$92,709	\$95,732	\$98,755
M			\$92,709	\$95,732	\$98,755	\$101,779
N			\$95,732	\$98,755	\$101,779	\$104,802
O			\$98,755	\$101,779	\$104,802	\$107,825
P			\$101,779	\$104,802	\$107,825	\$110,848
Q			\$104,802	\$107,825	\$110,848	\$113,870
R			\$107,825	\$110,848	\$113,870	\$116,893
S			\$110,848	\$113,870	\$116,893	\$119,917
T					\$119,917	\$122,940
U						\$125,963
Top - No step movement						
	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%



**2021-2022**

Licensed Salary Schedule						
Step A 1.50%			Top - No step movement			2.00%
2021-2022 School Year (FY22)						
Step	B+00	B+15	M+00	M+15	M+30	M+45
A	\$51,141	\$53,699	\$57,278	\$60,347	\$63,415	\$66,484
B	\$53,699	\$56,256	\$60,347	\$63,415	\$66,484	\$69,553
C	\$56,256	\$58,813	\$63,415	\$66,484	\$69,553	\$72,621
D	\$58,813	\$61,369	\$66,484	\$69,553	\$72,621	\$75,690
E	\$61,369	\$63,927	\$69,553	\$72,621	\$75,690	\$78,759
F	\$63,927	\$66,484	\$72,621	\$75,690	\$78,759	\$81,826
G	\$66,484	\$69,041	\$75,690	\$78,759	\$81,826	\$84,894
H	\$69,041	\$71,597	\$78,759	\$81,826	\$84,894	\$87,963
I	\$71,597	\$74,156	\$81,826	\$84,894	\$87,963	\$91,031
J			\$84,894	\$87,963	\$91,031	\$94,100
K			\$87,963	\$91,031	\$94,100	\$97,169
L			\$91,031	\$94,100	\$97,169	\$100,237
M			\$94,100	\$97,169	\$100,237	\$103,306
N			\$97,169	\$100,237	\$103,306	\$106,374
O			\$100,237	\$103,306	\$106,374	\$109,443
P			\$103,306	\$106,374	\$109,443	\$112,512
Q			\$106,374	\$109,443	\$112,512	\$115,579
R			\$109,443	\$112,512	\$115,579	\$118,647
S			\$112,512	\$115,579	\$118,647	\$121,716
T					\$121,716	\$124,785
U						\$127,853
Top - No step movement						
	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%

## **APPENDIX B:**

### **EDUCATIONAL SUPPORT PERSONNEL SALARY SCHEDULE**

#### **2018-2019**

ESP Salary Schedule			Step	2.00%	Top - No step movement			3.50%
<b>2018-2019 School Year (FY19)</b>								
Step	CAT I	CAT II	CAT III	CAT IV-V	CAT VI	CAT VII	CAT VIII	CAT IX
A	\$11.55	\$12.97	\$14.42	\$16.32	\$17.82	\$19.03	\$21.08	\$21.71
B	\$11.90	\$13.39	\$14.89	\$16.88	\$18.41	\$19.67	\$21.78	\$22.34
C	\$12.31	\$13.82	\$15.36	\$17.40	\$18.98	\$20.28	\$22.48	\$22.96
D	\$12.67	\$14.25	\$15.84	\$17.93	\$19.58	\$20.91	\$23.18	\$23.61
E	\$13.06	\$14.70	\$16.31	\$18.48	\$20.19	\$21.52	\$23.86	\$24.24
F	\$13.43	\$15.14	\$16.80	\$19.03	\$20.76	\$22.17	\$24.58	\$24.89
G	\$13.81	\$15.56	\$17.28	\$19.55	\$21.34	\$22.80	\$25.27	\$25.51
H	\$14.20	\$15.98	\$17.75	\$20.10	\$21.93	\$23.43	\$25.94	\$26.13
I	\$14.58	\$16.41	\$18.23	\$20.63	\$22.52	\$24.05	\$26.65	\$26.76
J	\$14.96	\$16.85	\$18.70	\$21.20	\$23.11	\$24.68	\$27.36	\$27.41
K	\$15.35	\$17.26	\$19.18	\$21.71	\$23.70	\$25.33	\$28.06	\$28.01
L	\$15.72	\$17.70	\$19.65	\$22.26	\$24.28	\$25.93	\$28.73	\$28.66
M	\$16.10	\$18.12	\$20.12	\$22.80	\$24.89	\$26.57	\$29.44	\$29.30
N	\$16.50	\$18.54	\$20.60	\$23.34	\$25.47	\$27.18	\$30.14	\$29.94
O	\$16.88	\$18.97	\$21.07	\$23.86	\$26.06	\$27.80	\$30.83	\$30.58
P	\$17.26	\$19.40	\$21.53	\$24.41	\$26.64	\$28.42	\$31.51	\$31.20
Q	\$17.63	\$19.82	\$22.02	\$24.96	\$27.23	\$29.03	\$32.22	\$31.84
<b>Top - No step movement</b>								
	<b>3.50%</b>	<b>3.50%</b>	<b>3.50%</b>	<b>3.50%</b>	<b>3.50%</b>	<b>3.50%</b>	<b>3.50%</b>	<b>3.50%</b>

**2019-2020**

ESP Salary Schedule		Step 1.75%			Top - No step movement			3.00%
2019-2020 School Year (FY20)								
Step	CAT I	CAT II	CAT III	CAT IV-V	CAT VI	CAT VII	CAT VIII	CAT IX
A	\$11.75	\$13.20	\$14.67	\$16.61	\$18.13	\$19.36	\$21.45	\$22.09
B	\$12.11	\$13.62	\$15.15	\$17.18	\$18.73	\$20.01	\$22.16	\$22.73
C	\$12.53	\$14.06	\$15.63	\$17.70	\$19.31	\$20.63	\$22.87	\$23.36
D	\$12.89	\$14.50	\$16.12	\$18.24	\$19.92	\$21.28	\$23.59	\$24.02
E	\$13.29	\$14.96	\$16.60	\$18.80	\$20.54	\$21.90	\$24.28	\$24.66
F	\$13.67	\$15.40	\$17.09	\$19.36	\$21.12	\$22.56	\$25.01	\$25.33
G	\$14.05	\$15.83	\$17.58	\$19.89	\$21.71	\$23.20	\$25.71	\$25.96
H	\$14.45	\$16.26	\$18.06	\$20.45	\$22.31	\$23.84	\$26.39	\$26.59
I	\$14.84	\$16.70	\$18.55	\$20.99	\$22.91	\$24.47	\$27.12	\$27.23
J	\$15.22	\$17.14	\$19.03	\$21.57	\$23.51	\$25.11	\$27.84	\$27.89
K	\$15.62	\$17.56	\$19.52	\$22.09	\$24.11	\$25.77	\$28.55	\$28.50
L	\$16.00	\$18.01	\$19.99	\$22.65	\$24.70	\$26.38	\$29.23	\$29.16
M	\$16.38	\$18.44	\$20.47	\$23.20	\$25.33	\$27.03	\$29.96	\$29.81
N	\$16.79	\$18.86	\$20.96	\$23.75	\$25.92	\$27.66	\$30.67	\$30.46
O	\$17.18	\$19.30	\$21.44	\$24.28	\$26.52	\$28.29	\$31.37	\$31.12
P	\$17.56	\$19.74	\$21.91	\$24.84	\$27.11	\$28.92	\$32.06	\$31.75
Q	\$17.94	\$20.17	\$22.41	\$25.40	\$27.71	\$29.54	\$32.78	\$32.40
<b>Top - No step</b>								
	<b>3.00%</b>	<b>3.00%</b>	<b>3.00%</b>	<b>3.00%</b>	<b>3.00%</b>	<b>3.00%</b>	<b>3.00%</b>	<b>3.00%</b>

## 2020-2021

ESP Salary Schedule		Step 1.50%			Top - No step movement			2.50%
2020-2021 School Year (FY21)								
Step	CAT I	CAT II	CAT III	CAT IV-V	CAT VI	CAT VII	CAT VIII	CAT IX
A	\$11.93	\$13.40	\$14.89	\$16.86	\$18.40	\$19.65	\$21.77	\$22.42
B	\$12.29	\$13.82	\$15.38	\$17.44	\$19.01	\$20.31	\$22.49	\$23.07
C	\$12.72	\$14.27	\$15.86	\$17.97	\$19.60	\$20.94	\$23.21	\$23.71
D	\$13.08	\$14.72	\$16.36	\$18.51	\$20.22	\$21.60	\$23.94	\$24.38
E	\$13.49	\$15.18	\$16.85	\$19.08	\$20.85	\$22.23	\$24.64	\$25.03
F	\$13.88	\$15.63	\$17.35	\$19.65	\$21.44	\$22.90	\$25.39	\$25.71
G	\$14.26	\$16.07	\$17.84	\$20.19	\$22.04	\$23.55	\$26.10	\$26.35
H	\$14.67	\$16.50	\$18.33	\$20.76	\$22.64	\$24.20	\$26.79	\$26.99
I	\$15.06	\$16.95	\$18.83	\$21.30	\$23.25	\$24.84	\$27.53	\$27.64
J	\$15.45	\$17.40	\$19.32	\$21.89	\$23.86	\$25.49	\$28.26	\$28.31
K	\$15.85	\$17.82	\$19.81	\$22.42	\$24.47	\$26.16	\$28.98	\$28.93
L	\$16.24	\$18.28	\$20.29	\$22.99	\$25.07	\$26.78	\$29.67	\$29.60
M	\$16.63	\$18.72	\$20.78	\$23.55	\$25.71	\$27.44	\$30.41	\$30.26
N	\$17.04	\$19.14	\$21.27	\$24.11	\$26.31	\$28.07	\$31.13	\$30.92
O	\$17.44	\$19.59	\$21.76	\$24.64	\$26.92	\$28.71	\$31.84	\$31.59
P	\$17.82	\$20.04	\$22.24	\$25.21	\$27.52	\$29.35	\$32.54	\$32.23
Q	\$18.21	\$20.47	\$22.75	\$25.78	\$28.13	\$29.98	\$33.27	\$32.89
<b>Top - No step</b>								
	<b>2.50%</b>	<b>2.50%</b>	<b>2.50%</b>	<b>2.50%</b>	<b>2.50%</b>	<b>2.50%</b>	<b>2.50%</b>	<b>2.50%</b>

**2021-2022**

ESP Salary Schedule		Step 1.50%			Top - No step movement			2.50%
2021-2022 School Year (FY22)								
Step	CAT I	CAT II	CAT III	CAT IV-V	CAT VI	CAT VII	CAT VIII	CAT IX
A	\$12.11	\$13.60	\$15.11	\$17.11	\$18.68	\$19.94	\$22.10	\$22.76
B	\$12.47	\$14.03	\$15.61	\$17.70	\$19.30	\$20.61	\$22.83	\$23.42
C	\$12.91	\$14.48	\$16.10	\$18.24	\$19.89	\$21.25	\$23.56	\$24.07
D	\$13.28	\$14.94	\$16.61	\$18.79	\$20.52	\$21.92	\$24.30	\$24.75
E	\$13.69	\$15.41	\$17.10	\$19.37	\$21.16	\$22.56	\$25.01	\$25.41
F	\$14.09	\$15.86	\$17.61	\$19.94	\$21.76	\$23.24	\$25.77	\$26.10
G	\$14.47	\$16.31	\$18.11	\$20.49	\$22.37	\$23.90	\$26.49	\$26.75
H	\$14.89	\$16.75	\$18.60	\$21.07	\$22.98	\$24.56	\$27.19	\$27.39
I	\$15.29	\$17.20	\$19.11	\$21.62	\$23.60	\$25.21	\$27.94	\$28.05
J	\$15.68	\$17.66	\$19.61	\$22.22	\$24.22	\$25.87	\$28.68	\$28.73
K	\$16.09	\$18.09	\$20.11	\$22.76	\$24.84	\$26.55	\$29.41	\$29.36
L	\$16.48	\$18.55	\$20.59	\$23.33	\$25.45	\$27.18	\$30.12	\$30.04
M	\$16.88	\$19.00	\$21.09	\$23.90	\$26.10	\$27.85	\$30.87	\$30.71
N	\$17.30	\$19.43	\$21.59	\$24.47	\$26.70	\$28.49	\$31.60	\$31.38
O	\$17.70	\$19.88	\$22.09	\$25.01	\$27.32	\$29.14	\$32.32	\$32.06
P	\$18.09	\$20.34	\$22.57	\$25.59	\$27.93	\$29.79	\$33.03	\$32.71
Q	\$18.48	\$20.78	\$23.09	\$26.17	\$28.55	\$30.43	\$33.77	\$33.38
<b>Top - No step</b>								
	<b>2.50%</b>	<b>2.50%</b>	<b>2.50%</b>	<b>2.50%</b>	<b>2.50%</b>	<b>2.50%</b>	<b>2.50%</b>	<b>2.50%</b>

## **APPENDIX C:** **ATHLETICS CO-CURRICULAR CONTRACT POLICY**

### **LEVEL A**

Boys' Basketball, Head  
Boys' Football, Head  
Boys' Swimming, Head  
Boys' Wrestling, Head  
Girls' Basketball, Head  
Girls' Swimming, Head

### **LEVEL B**

Boys' Baseball, Head  
Boys' Gymnastics, Head  
Boys' Soccer, Head  
Girls' Gymnastics, Head  
Girls' Soccer, Head  
Girls' Softball, Head  
Cheerleading-Fall, Head  
Cheerleading-Winter, Head

### **LEVEL C**

Boys' Basketball, Asst. (5)  
Boys' Bowling Head  
Boys' Cross Country, Head  
Boys' Football, Asst. (11)  
Boys' Golf, Head  
Boys' Outdoor Track, Head  
Boys' Tennis, Head  
Boys' Volleyball, Head  
Boys' Wrestling, Asst. (4)  
Girls' Badminton, Head  
Girls' Basketball, Asst. (5)  
Girls' Bowling, Head  
Girls' Cross Country, Head  
Girls' Golf, Head  
Girls' Outdoor Track, Head  
Girls' Tennis, Head  
Girls' Volleyball, Head  
Lancettes (Poms)-Fall, Head  
Lancettes (Poms)-Winter, Head

### **LEVEL D**

Athletic Trainer (1)-Fall  
Athletic Trainer (1)-Winter  
Boys' Baseball, Asst. (5)  
Boys' Gymnastics, Asst. (2)  
Boys' Indoor Track, Head  
Boys' Soccer, Asst. (5)  
Boys' Swimming, Asst. (2)  
Girls' Gymnastics, Asst. (2)  
Girls' Indoor Track, Head  
Girls' Soccer, Asst. (4)  
Girls' Softball, Asst. (4)  
Girls' Swimming, Asst. (1)  
Cheerleading-Fall, Asst. (1)  
Cheerleading-Winter, Asst. (1)

### **LEVEL E**

Athletic Trainer (1)-Spring  
Boys' Bowling, Asst. (1)  
Boys' Cross Country, Asst. (1)  
Boys' Golf, Asst. (1)  
Boys' Indoor Track, Asst. (4)  
Boys' Outdoor Track, Asst. (4)  
Boys' Tennis, Asst. (2)  
Boys' Volleyball, Asst. (3)  
Girls' Badminton, Asst. (2)  
Girls' Bowling, Asst. (1)  
Girls' Cross Country, Asst. (1)  
Girls' Indoor Track, Asst. (4)  
Girls' Outdoor Track, Asst. (4)  
Girls' Tennis, Asst. (2)  
Girls' Volleyball, Asst. (4)  
Girls' Golf, Asst. (1)  
Lancettes (Poms)-Fall, Asst. (1)  
Lancettes (Poms)-Winter, Asst. (1)

### **LEVEL F**

Special Olympics Coordinators (2)  
Lancettes (Poms)-Fall, Asst. (1)  
Lancettes (Poms)-Winter, Asst. (1)

**APPENDIX D:**  
**ACTIVITIES CO-CURRICULAR CONTRACT POLICY**

**LEVEL A**

Newspaper, Sponsor<sup>3</sup>  
Yearbook, Sponsor<sup>3</sup>

**LEVEL B**

Band-Marching, Director

**LEVEL C**

Drama-Musical, Director<sup>3</sup>  
Music-Instrumental, Director  
Music-Vocal, Director  
Drama-Prod. Asst. (Costumes)<sup>3</sup>  
Drama-Prod. Asst. (Props & Box  
Office)<sup>3</sup>  
Speech, Head Coach

**LEVEL D**

Earth Club, Sponsor  
Junior Class, Sponsor (2)  
Yearbook, Prod. Asst. (2)<sup>3</sup>  
Speech, Asst. Coach (1+(2)<sup>1</sup>)

**LEVEL E**

Band-Marching, Asst. Dir.  
Band-Marching, Drill Inst.  
Band-Marching, Percussion Inst.  
Color Guard, Coach (2)  
Dance Ensemble, Sponsor (2+(1)<sup>1</sup>)  
Fishing Club-Head Coach  
Interact  
National Honor Society, Sponsor (2)  
Senior Class, Sponsor (2)  
Student Council EC (2)  
Student Council WC (2)  
Wellness Coordinator (2)  
Winterguard, Head Coach

**LEVEL F**

Drama-Three Act, Director (3)<sup>3</sup>  
Drama-Children's Play, Director<sup>3</sup>  
Drama-Contest Play, Director<sup>3</sup>  
Drama-Group Interp., Director<sup>3</sup>  
Homecoming, Director  
Math Team, Sponsor (2+(2)<sup>1</sup>)  
Rube Goldberg  
Snowball, Sponsor  
Stand for the Silent  
Vex Robotics  
Winterguard, Asst. Coach<sup>1</sup>  
Youth & Government (3+(2)<sup>1</sup>)

## LEVEL G

Band-Jazz, Director<sup>3</sup>  
Career & Tech Ed. (2)

- DECA Sponsor

Creative Arts Club, Sponsor  
Drama- Musical Asst. Direct  
(5)

- Choreographer 4  
- Pit Band Director<sup>2</sup>  
- Vocal Director

Earth Club, EC, Asst. Sponsor  
Fishing Club/Team,  
Sponsor/Asst. Coach  
Freshman Class, Sponsor (2)

Gay-Straight Alliance (2)

Homecoming, Asst. Director  
Key Club

Lancer HEROES

Music Ensemble-Percussion  
Scholastic Bowl,  
Coach/Sponsor

Sophomore Class, Sponsor

Snowball, Asst. Sponsor

Stand for the Silent-Assistant

Veterans Service Organization

<sup>1</sup> Additional position(s) may be added based upon the number of student participants

<sup>2</sup> 1-2 musicals per year

<sup>3</sup> Sponsor/director credit years may accrue within their categories

<sup>4</sup> 1-2 shows

## LEVEL H

Band-Pep, Director<sup>3</sup>  
Chess Team/Club, Sponsor/Head  
Coach

Earth Club WC, Asst. Sponsor

Foreign Exchange Coord. (3)  
Girl Up

Int'l Thespian Society, Sponsor  
Music-Vocal Accompanist<sup>4</sup>  
Poetry Club

Psychology Club, Sponsor  
Science Club/Team, Sponsor (2)

Wonder Diversity Club, Sponsor  
(2)

X-Treme Adventure Club,  
Sponsor (2)

## LEVEL I

Art Club, Sponsor  
Chess Team/Club, Asst. Coach

Creative Arts Club (Literacy Mag),  
Prod. Asst.<sup>3</sup>

CTE/DECA, Asst. Sponsor  
FCCLA, Sponsor (2)

French Club, Sponsor  
Future Medical Professionals  
Gamers' Club, Sponsor  
German Club, Sponsor  
Poetry Club-Assistant

Spanish Club, Sponsor

Talent Show, Sponsor



## **APPENDIX E:** **CO-CURRICULAR SALARY SCHEDULE**

Step Base	Number of Contracts	Level A Index	Level B Index	Level C Index	Level D Index	Level E Index	Level F Index	Level G Index	Level H Index	Level I Index
	School Yr									
I	<b>1</b>	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount
\$48,786	2018-2019	\$6,098	\$5,366	\$4,635	\$3,781	\$3,171	\$2,805	\$2,195	\$1,464	\$732
\$49,640	2019-2020	\$6,205	\$5,460	\$4,716	\$3,847	\$3,227	\$2,854	\$2,234	\$1,489	\$745
\$50,385	2020-2021	\$6,298	\$5,542	\$4,787	\$3,905	\$3,275	\$2,897	\$2,267	\$1,512	\$756
\$51,141	2021-2022	\$6,393	\$5,626	\$4,858	\$3,963	\$3,324	\$2,941	\$2,301	\$1,534	\$767
II	<b>2-5</b>	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount
\$48,786	2018-2019	\$7,318	\$6,342	\$5,610	\$4,708	\$4,147	\$3,659	\$2,805	\$1,951	\$1,220
\$49,640	2019-2020	\$7,446	\$6,453	\$5,709	\$4,790	\$4,219	\$3,723	\$2,854	\$1,986	\$1,241
\$50,385	2020-2021	\$7,558	\$6,550	\$5,794	\$4,862	\$4,283	\$3,779	\$2,897	\$2,015	\$1,260
\$51,141	2021-2022	\$7,671	\$6,648	\$5,881	\$4,935	\$4,347	\$3,836	\$2,941	\$2,046	\$1,279
III	<b>6-9</b>	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount
\$48,786	2018-2019	\$8,538	\$7,440	\$6,464	\$5,488	\$4,879	\$4,391	\$3,415	\$2,439	\$1,586
\$49,640	2019-2020	\$8,687	\$7,570	\$6,577	\$5,585	\$4,964	\$4,468	\$3,475	\$2,482	\$1,613
\$50,385	2020-2021	\$8,817	\$7,684	\$6,676	\$5,668	\$5,039	\$4,535	\$3,527	\$2,519	\$1,638
\$51,141	2021-2022	\$8,950	\$7,799	\$6,776	\$5,753	\$5,114	\$4,603	\$3,580	\$2,557	\$1,662
IV	<b>10-14</b>	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount
\$48,786	2018-2019	\$9,513	\$8,416	\$7,196	\$6,342	\$5,610	\$4,879	\$3,903	\$2,927	\$1,708
\$49,640	2019-2020	\$9,680	\$8,563	\$7,322	\$6,453	\$5,709	\$4,964	\$3,971	\$2,978	\$1,737
\$50,385	2020-2021	\$9,825	\$8,691	\$7,432	\$6,550	\$5,794	\$5,039	\$4,031	\$3,023	\$1,763
\$51,141	2021-2022	\$9,972	\$8,822	\$7,543	\$6,648	\$5,881	\$5,114	\$4,091	\$3,068	\$1,790
V	<b>15-19</b>	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount
\$48,786	2018-2019	\$9,879	\$8,781	\$8,123	\$7,074	\$6,220	\$5,366	\$4,391	\$3,415	\$1,829
\$49,640	2019-2020	\$10,052	\$8,935	\$8,265	\$7,198	\$6,329	\$5,460	\$4,468	\$3,475	\$1,862
\$50,385	2020-2021	\$10,203	\$9,069	\$8,389	\$7,306	\$6,424	\$5,542	\$4,535	\$3,527	\$1,889
\$51,141	2021-2022	\$10,356	\$9,205	\$8,515	\$7,415	\$6,520	\$5,626	\$4,603	\$3,580	\$1,918
VI	<b>20</b>	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount
\$48,786	2018-2019	\$10,367	\$9,245	\$8,538	\$7,440	\$6,659	\$5,781	\$4,757	\$3,659	\$1,951
\$49,640	2019-2020	\$10,549	\$9,407	\$8,687	\$7,570	\$6,776	\$5,882	\$4,840	\$3,723	\$1,986
\$50,385	2020-2021	\$10,707	\$9,548	\$8,817	\$7,684	\$6,878	\$5,971	\$4,913	\$3,779	\$2,015
\$51,141	2021-2022	\$10,867	\$9,691	\$8,950	\$7,799	\$6,981	\$6,060	\$4,986	\$3,836	\$2,046

## APPENDIX F

### SPECIAL SERVICES

#### General

<u>Licensed Work</u>	<b>2018-2019</b>	<b>2019-2020</b>	<b>2020-2021</b>	<b>2021-2022</b>
Dean Safety and Supervision	\$62.62	\$63.72	\$64.68	\$65.65
Driver Education (Certified/Beyond Normal Working Hours)	\$43.02	\$43.77	\$44.43	\$45.10
Evening School (Certified)	\$34.91	\$35.52	\$36.05	\$36.59
Internal Substitute (Certified-During Plan/Prep)	\$34.91	\$35.52	\$36.05	\$36.59
Summer Projects (Mini-grants)	\$34.91	\$35.52	\$36.05	\$36.59
Summer Work (Summer School/Counselor)	\$43.02	\$43.77	\$44.43	\$45.10
<u>Licensed Assistant Directors/Coordinators</u>	<b>2018-2019</b>	<b>2019-2020</b>	<b>2020-2021</b>	<b>2021-2022</b>
Applied Arts	\$6,067.71	\$6,173.90	\$6,266.51	\$6,360.50
Assistant Activities Director	\$4,162.01	\$4,234.84	\$4,298.37	\$4,362.84
Assistant Athletic Director	\$6,676.38	\$6,793.21	\$6,895.11	\$6,998.54
Athletic Event Coordinator	\$6,676.38	\$6,793.21	\$6,895.11	\$6,998.54
Driver Education (Summer School)	\$485.87	\$494.38	\$501.79	\$509.32
Driver Education (within School Year)	\$6,067.71	\$6,173.90	\$6,266.51	\$6,360.50
EL Coordinator	\$1,040.50	\$1,058.71	\$1,074.59	\$1,090.71
Maintenance Coordinator	\$2,778.37	\$2,826.99	\$2,869.40	\$2,912.44
Job Duty During Lunch Break (ESP)	Hourly Rate or Comp Time or Alt Time in Same Day			
Tuition Reimbursement (Licensed/ESP)	\$120/semester credit hour (pre-approved)			
Return After Regular Day (ESP)	2 Hour Minimum Recall to Work			

## Department Responsibilities

<b><u>AP Committee</u></b>	<b>2018-2019</b>	<b>2019-2020</b>	<b>2020-2021</b>	<b>2021-2022</b>
Career & Technical Education and Fine Arts	\$523.17	\$532.33	\$540.32	\$548.42
English	\$523.17	\$532.33	\$540.32	\$548.42
Mathematics	\$523.17	\$532.33	\$540.32	\$548.42
Media Services	\$0.00	\$0.00	\$0.00	\$0.00
Physical Education, Health & Driver Education	\$0.00	\$0.00	\$0.00	\$0.00
Pupil Personnel Services	\$523.17	\$532.33	\$540.32	\$548.42
Science	\$523.17	\$532.33	\$540.32	\$548.42
Social Studies	\$523.17	\$532.33	\$540.32	\$548.42
Special Education	\$0.00	\$0.00	\$0.00	\$0.00
World Languages	\$523.17	\$532.33	\$540.32	\$548.42
Committee Co-Chair (in addition to the above amount)	\$523.17	\$532.33	\$540.32	\$548.42
<b><u>Budget</u></b>	<b>2018-2019</b>	<b>2019-2020</b>	<b>2020-2021</b>	<b>2021-2022</b>
Career & Technical Education and Fine Arts	\$1,046.35	\$1,064.66	\$1,080.63	\$1,096.84
English	\$523.17	\$532.33	\$540.32	\$548.42
Mathematics	\$523.17	\$532.33	\$540.32	\$548.42
Media Services	\$523.17	\$532.33	\$540.32	\$548.42
Physical Education, Health & Driver Education	\$784.76	\$798.50	\$810.47	\$822.63
Pupil Personnel Services	\$523.17	\$532.33	\$540.32	\$548.42
Science	\$784.76	\$798.50	\$810.47	\$822.63
Social Studies	\$523.17	\$532.33	\$540.32	\$548.42
Special Education	\$523.17	\$532.33	\$540.32	\$548.42
Technology	\$784.76	\$798.50	\$810.47	\$822.63
World Languages	\$523.17	\$532.33	\$540.32	\$548.42

<b><u>Lancer Way Committee</u></b>	<b>2018-2019</b>	<b>2019-2020</b>	<b>2020-2021</b>	<b>2021-2022</b>
Career & Technical Education and Fine Arts	\$523.17	\$532.33	\$540.32	\$548.42
EC Committee Co-Chair	\$523.17	\$532.33	\$540.32	\$548.42
English	\$523.17	\$532.33	\$540.32	\$548.42
Mathematics	\$523.17	\$532.33	\$540.32	\$548.42
Media Services	\$523.17	\$532.33	\$540.32	\$548.42
Physical Education, Health & Driver Education	\$523.17	\$532.33	\$540.32	\$548.42
Pupil Personnel Services	\$523.17	\$532.33	\$540.32	\$548.42
Science	\$523.17	\$532.33	\$540.32	\$548.42
Social Studies	\$523.17	\$532.33	\$540.32	\$548.42
Special Education	\$523.17	\$532.33	\$540.32	\$548.42
WC Committee Co-Chair	\$523.17	\$532.33	\$540.32	\$548.42
World Languages	\$523.17	\$532.33	\$540.32	\$548.42
<b><u>Learning Innovators Team Committee</u></b>	<b>2018-2019</b>	<b>2019-2020</b>	<b>2020-2021</b>	<b>2021-2022</b>
Career & Technical Education and Fine Arts	\$523.17	\$532.33	\$540.32	\$548.42
English	\$523.17	\$532.33	\$540.32	\$548.42
Mathematics	\$523.17	\$532.33	\$540.32	\$548.42
Media Services	\$523.17	\$532.33	\$540.32	\$548.42
Physical Education, Health & Driver Education	\$523.17	\$532.33	\$540.32	\$548.42
Pupil Personnel Services	\$523.17	\$532.33	\$540.32	\$548.42
Science	\$523.17	\$532.33	\$540.32	\$548.42
Social Studies	\$523.17	\$532.33	\$540.32	\$548.42
Special Education	\$523.17	\$532.33	\$540.32	\$548.42
Technology (Committee Co-Chair)	\$1,046.35	\$1,064.66	\$1,080.63	\$1,096.84
World Languages	\$523.17	\$532.33	\$540.32	\$548.42

<b><u>Team Leader</u></b>	<b>2018-2019</b>	<b>2019-2020</b>	<b>2020-2021</b>	<b>2021-2022</b>
Career & Technical Education and Fine Arts	\$3,348.32	\$3,406.91	\$3,458.02	\$3,509.89
English	\$3,348.32	\$3,406.91	\$3,458.02	\$3,509.89
Mathematics	\$3,348.32	\$3,406.91	\$3,458.02	\$3,509.89
Media Services	\$3,348.32	\$3,406.91	\$3,458.02	\$3,509.89
Physical Education, Health & Driver Education	\$3,348.32	\$3,406.91	\$3,458.02	\$3,509.89
Pupil Personnel Services	\$3,348.32	\$3,406.91	\$3,458.02	\$3,509.89
Science	\$3,348.32	\$3,406.91	\$3,458.02	\$3,509.89
Social Studies	\$3,348.32	\$3,406.91	\$3,458.02	\$3,509.89
Special Education	\$3,348.32	\$3,406.91	\$3,458.02	\$3,509.89
World Languages	\$3,348.32	\$3,406.91	\$3,458.02	\$3,509.89

**Activities**

<b><u>EVENT WORKERS</u></b>	<b>2018-2019</b>	<b>2019-2020</b>	<b>2020-2021</b>	<b>2021-2022</b>
Chaperone (Box Office, Usher, Dance Chaperone)	\$60.45	\$61.51	\$62.43	\$63.36
Prom	\$80.99	\$82.40	\$83.64	\$84.89
<b><u>BUS CHAPERONES</u></b>	<b>2018-2019</b>	<b>2019-2020</b>	<b>2020-2021</b>	<b>2021-2022</b>
One (1) Day Trip	\$60.45	\$61.51	\$62.43	\$63.36
Overnight	\$161.96	\$164.80	\$167.27	\$169.78
<b><u>JUDGES</u></b>	<b>2018-2019</b>	<b>2019-2020</b>	<b>2020-2021</b>	<b>2021-2022</b>
Mathletes	\$60.45	\$61.51	\$62.43	\$63.36
Scholastic Bowl (Prelims Only)	\$60.45	\$61.51	\$62.43	\$63.36
Scholastic Bowl (Prelims & Finals = 1.5 X Base)	\$90.68	\$92.26	\$93.65	\$95.05
Speech (3 Rounds)	\$80.99	\$82.40	\$83.64	\$84.89
Speech (4 Rounds)	\$122.04	\$124.18	\$126.04	\$127.93

## Athletics

<b><u>GAME OFFICIALS</u></b>	<b>2018-2019</b>	<b>2019-2020</b>	<b>2020-2021</b>	<b>2021-2022</b>
Announcer	\$60.45	\$61.51	\$62.43	\$63.36
Scoreboard Operator	\$60.45	\$61.51	\$62.43	\$63.36
Timer	\$60.45	\$61.51	\$62.43	\$63.36
Official Scorer	\$60.45	\$61.51	\$62.43	\$63.36
Track	\$60.45	\$61.51	\$62.43	\$63.36
Cross Country	\$60.45	\$61.51	\$62.43	\$63.36
2 Games or 2 Levels (1.5 X Base Rate)	\$90.68	\$92.26	\$93.65	\$95.05
<b><u>GAME WORKERS</u></b>	<b>2018-2019</b>	<b>2019-2020</b>	<b>2020-2021</b>	<b>2021-2022</b>
Ushers	\$60.45	\$61.51	\$62.43	\$63.36
Ticket-Taker	\$60.45	\$61.51	\$62.43	\$63.36
Statistician (Home or Away)	\$60.45	\$61.51	\$62.43	\$63.36
Video	\$60.45	\$61.51	\$62.43	\$63.36
<b><u>FOOTBALL WORKERS</u></b>	<b>2018-2019</b>	<b>2019-2020</b>	<b>2020-2021</b>	<b>2021-2022</b>
Sophomore/Varsity (2 X Base Rate)	\$120.91	\$123.02	\$124.87	\$126.74
Lower-Level; Single Games	\$60.45	\$61.51	\$62.43	\$63.36
<b><u>BUS CHAPERONES</u></b>	<b>2018-2019</b>	<b>2019-2020</b>	<b>2020-2021</b>	<b>2021-2022</b>
One (1) Day Trip	\$59.57	\$60.61	\$61.52	\$62.44
Overnight	\$161.96	\$164.80	\$167.27	\$169.78
<b><u>TOURNAMENT WORKERS</u></b>	<b>2018-2019</b>	<b>2019-2020</b>	<b>2020-2021</b>	<b>2021-2022</b>
½ Day Tournament	\$80.99	\$82.40	\$83.64	\$84.89
All Day Tournament	\$161.96	\$164.80	\$167.27	\$169.78

## **APPENDIX H:** **CONSUMER PRICE INDEX**

### **H.1 Definition**

If the Consumer Price Index—Urban (CPI-U) of the Bureau of Labor Statistics of the U.S. Department of Labor for the twelve (12) months ending December, 2009, shall be in excess of 3.5%, the salary schedules for all employees for the years 2009-2010, 2010-2011, 2011-2012, and 2012-2013, shall be adjusted by increasing the amount in each cell by the amount by which such CPI-U exceeds 3% appears in such schedule, or if the amount of such CPI-U shall be less than 2.5%, the amount in such salary schedules for the forgoing three (3) years shall be the amount by which such CPI-U is less than 3%. (Example: If the CPI-U for the twelve months ending December, 2009, is 3.7%, then the payment schedules shall be increased by 7/10% of one (1) percent over what is set forth in this Agreement; if such CPI-U is 2.4%, the payment schedules shall be reduced by 6/10% of one (1) percent. As used herein, “payment schedules” includes the salary schedules of all employees and compensation for special services enumerated in Section 17 and Appendix F. The National CPI-U for December 2009 is announced in January, 2010.

The Association and the Board of Education have adjusted the negotiation method since 2009 to reflect economic conditions and state funding issues. By moving to a two-year model and adjusting the percentages based on these necessities, the District has been able to maintain a responsible budget by suspending the use of this article.

### **H.2 National Standard for CPI-U**

The national values of the Consumer Price Index—Urban (CPI-U) shall be the standard of measurement for changes in the CPI that impact this Agreement.



## **APPENDIX I:** **MEMORANDA OF UNDERSTANDING**

Memoranda of Understanding associated with the 2013-2017 Agreement between the Board of Education and the Lake Park Education Association

(Note: All memoranda prefixed by an “X” in the number column were not included in Appendix I of the 2000-2006 Agreement)

<b>No.</b>	<b>Date</b>	<b>Signatures</b>	<b>Subject and Comments</b>
X-1	11/8/1989	Gale Gross (VP, BofE E) and Michael Dice	Non-precedential memorandum of understanding. Forms a committee to review class size and teacher load. Language part of 1993ff Agreement(s).
X-2	1/22/1991	James Slezak and Greg Wintersteen	Waiver of Article 17.2 (the five class clause) for the piloting of business class by Steve Jones.
X-3	1/22/1991	James Slezak and Greg Wintersteen	Interpretation of Article 7.1.1 and 7.1.2 (unpaid leave of absence in relation to seniority). Past practice prevails over Agreement for unpaid LOA.
X-4	3/15/1991	James Slezak, Gale Gross and Greg Wintersteen	Non-precedential memorandum of understanding. Agreement to recommend to the Board a 20-day half-paid leave of absence for Mary O’Reilly during the first semester of the 1991-1992 school year.
X-5	6/4/1991	James Slezak and Greg Wintersteen	Supplement to the Agreement. Adds language to Article 12.2.1b describing retirement benefits for 10-month classified employees. This language was modified in subsequent Agreements.

No.	Date	Signatures	Subject and Comments
1	3/17/1994	Dale Budde and Michael Dice	Supplement to the 1993-1998 Agreement. Timeline for definition of issues for bargaining defined. Priorities for adjustments with tax cap including special services, medical insurance costs, salary increases and extra-duty contracts.
2	5/24/1995	William Horvath, David W. Smith and Michael Dice	Amendment to the 1993-1998 Agreement. Defined guidelines for tuition reimbursement for staff. Effective August 1, 1995. (Item 11 was removed from the agreement in the 1997-2003 and the 2000-2006 Agreements.)
3	10/31/1995	William Horvath, Joan Stinton and Michael Dice	Amendment to the 1993-1998 Agreement. Revised contract language to remove statements requiring a re-payment of retirement benefits paid from the Lake Park Trust if the recipient failed to remain in retirement for one year following retirement.
4	7/25/1996	Joan Stinton and Michael Dice	Amendment to the 1993-1998 Agreement. 1-Defined how health insurance costs for the 95-96 and 96-97 school year would be funded. 2-Defined the basis for salary scatter gram charts for 10 and 12 month employees as 198 and 261 days respectively. 3-Defined Step B as initial placement for teachers on the salary schedule. 4-Defined salary step placement for new teachers with more than two years of experience. This MOU is a continuing part of the Agreement.

No.	Date	Signatures	Subject and Comments
5	5/8/1997	David W. Smith and Dean Bladel	Amendment to the 1993-1998 Agreement. 1-Non-precedential waving of posting requirements for one position. 2-Definition of vacation rights for 12-Month Technology Aide. 3-Describes option for moving more than one salary lane from a bachelor's to master's degree. 4-Clarifies tuition reimbursement for workshops that offer credit as the difference between the guidelines and cost reimbursed by the District for a workshop.
6	6/6/1997	David W. Smith and Michael Dice	Amendment to the 1997-2003 Agreement. Defines the summer work obligations of counselors. Shall be deemed a continuing part of the Agreement.
7	10/8/ 1997	David W. Smith and Michael Dice	Amendment to the 1997-2003 Agreement. Approval of the Peer Resource Program pilot for the 1997-98 school. The Peer Resource Program was approved by the Board for continuation in June, 1998.
8	7/16/1998	David W. Smith and Michael Dice	Amendment to the 1997-2003 Agreement. Corrected a typographical error regarding "Gap" insurance. Defined guidelines for the catheterization of students by classified personnel and cost for same.
9	4/5/1999	David W. Smith and Michael Dice	Amendment to the 1997-2003 Agreement. Stated that interactive video courses can be considered within the guidelines for reimbursement.
10	1/12/2000	David W. Smith and Michael Dice	Amendment to the 1997-2003 Agreement. President's Day was defined as a paid vacation day in February in lieu of Lincoln's Birthday. Shall be deemed a continuing part of the Agreement.

No.	Date	Signatures	Subject and Comments
11	1/31/ 2000	David W. Smith and Michael Dice	Amendment to the 1997-2003 Agreement. Specifies that interactive internet coursework can be considered within the guidelines for tuition reimbursement through the first day of the 2003-2004 school term. The extension of this agreement approved by Roundtable April 8, 2003. Shall be deemed a continuing part of the Agreement.
12	3/20/2000	Patricia Szerlong, David W. Smith and Michael Dice	Amendment to the 1997-2003 Agreement. 1-Defines a restructuring of the Lake Park retirement plan and its review prior to January 2003. 2-It removes "continuous" years of service and adds "total" years of service to the definition of eligible years for participation in the program. Shall be deemed a continuing part of the Agreement.
13	4/20/2000	David W. Smith and Michael Dice	Amendment to the 1997-2003 Agreement. This memo defined expanded summer work options for 12-month employees.
14	5/22/2000	David W. Smith and Michael Dice	Amendment to the 1997-2003 Agreement. Defined limitations to work breaks for custodial and maintenance employees. Shall be deemed a continuing part of the Agreement.
15	7/24/2000	David W. Smith and Michael Dice	Amendment to the 2000-2006 Agreement. Set the hourly rate of pay for Alternative School teachers as equal to the Summer School rate. It also defines the function of Evening School (as work with students on university-based correspondence courses) and the rate of pay based upon duration of the coursework. Shall be deemed a continuing part of the Agreement.

No.	Date	Signatures	Subject and Comments
16	11/2/2000	David W. Smith and Michael Dice	Amendment to the 2000-2006 Agreement. Provided a one semester review of the application of Summer School hiring criteria to Alternative School. This was a non-precedential agreement that has lapsed and is no longer in effect.
17	5/8/2001	David W. Smith and Michael Dice	Amendment to the 2000-2006 Agreement. Defines the hiring limitations associated with a Special Education Aide. A series of up to four, one-year contracts was available in this situation only.
18	5/8/2001	David W. Smith and Michael Dice	Amendment to the 2000-2006 Agreement. Modifies the summer work options for 12-month employees. This memorandum supersedes the April 20, 2000 memorandum of understanding.
19	5/30/2001	David W. Smith and Michael Dice	Amendment to the 2000-2006 Agreement. Modifies the summer work options for 12-month employees within the maintenance classification. This memorandum supersedes the May 8, 2001 memorandum of understanding.
20	6/18/2001	David W. Smith and Andy Livingston	Amendment to the 2000-2006 Agreement. Reclassifies certain 12-month clerks to 12-month secretaries. The Board authorized this change in April, 2000 within a package of staffing changes for FY02.
21	6/18/2001	David W. Smith and Andy Livingston	Amendment to the 2000-2006 Agreement. Clarifies a reduction of retirement benefits to licensed employees based upon loss of interest by the Lake Park Retirement Fund due to early withdrawal for funds for salary enhancements. Shall be deemed a continuing part of the Agreement.

No.	Date	Signatures	Subject and Comments
22	1/28/2002	Joan Stinton and Andy Livingston	Amendment to the 2000-2006 Agreement. Re-defines military leave of absence as a paid leave. New language for the Agreement was defined. Shall be deemed a continuing part of the Agreement.
23	9/23/2002	Joan Stinton and Andy Livingston	Amendment to the 2000-2006 Agreement. Defines conditions for the hiring and release of a one-to-one aide in special education. Supersedes the May 8, 2001 memorandum of understanding. Shall be deemed a continuing part of the Agreement.
24	11/18/2002	John Butts, Joan Stinton and A. Livingston	Non-precedential memorandum of understanding. This memorandum describes a retirement offer to a former employee, Chou Yang.
25	4/28/2003	Roundtable Committee with Board approval	Re-authorization of the "Tuition Reimbursement Guidelines (Standards and Practices) Dated 5/95" and re-authorized in 1/31/2000. Board approval of Roundtable Committee recommendation. Shall be deemed a continuing part of the Agreement.
26	4/28/2003	John Butts, Marty Tasch, and Andy Livingston	Reviews and refines summer work hour options for 12-month employees. This MOU replaces and supersedes MOUs 13, 18, and 19. Shall be deemed a continuing part of the Agreement.
27	12/15/2003	John Butts, Marty Tasch, and Andy Livingston	Clarifies specific language items within the Agreement. 1-Removes vendor names. 2-Defines CPU-I. 3-Retirement contribution based upon total salary. 4-Re-authorizes Lake Park Retirement Fund modified distribution plan. Shall be deemed a continuing part of the Agreement.

No.	Date	Signatures	Subject and Comments
28	6/28/2004	John Butts, Marty Tasch, and Andy Livingston	1-Defines salary step placement for support staff moving from 10-month to 12-month positions. 2-Reclassifies four staff members. Shall be deemed a continuing part of the Agreement.
29	9/26/2005	John Butts, Barbara Layer, and Andy Livingston	1-Defines the duration of the Agreement. 2-Defines articles of agreement based upon negotiations conducted during Spring, 2005. 2-Identifies “B” items that need to be resolved before June 1, 2006.
30	9/26/2005	John Butts, Barbara Layer, and Andy Livingston	District Use of Security Cameras.
31	9/26/2005	John Butts, Barbara Layer, and Andy Livingston	1-Defines the use of security cameras within the school district.
32	11/28/05	John Butts, Barbara Layer and Andy Livingston	One-time retirement incentive offered to LP classified employees with minimum 20 years’ service and minimum age 55, who retire before 6/30/06.
33	4/24/06	John Butts, Barbara Layer and Andy Livingston	B Item subcontracting services—BOE will notify LPEA 30 days if it explores contracted services—joint committee to discuss.
34	4/24/06	John Butts, Barbara Layer and Andy Livingston	B Item stipends.
35	6/26/06	John Butts, Barbara Layer and Andy Livingston	Pilot agreement for Operation and Maintenance. Maintenance employee moves from WC to EC custodial for 1 year.
36	10/24/06	John Butts, Barbara Layer and Andy Livingston	Guidelines for classified retirement incentive program. See MOU #32.
37	11/27/06	John Butts, Barbara Layer and Andy Livingston	Teacher evaluation pilot program.

<b>No.</b>	<b>Date</b>	<b>Signatures</b>	<b>Subject and Comments</b>
38	5/21/07	John Butts, Barbara Layer and Andy Livingston	Acceptable use of District technology system.
39	6/23/08	John Butts, Barbara Layer and Andy Livingston	Teacher evaluation pilot program guidelines.
40	6/22/09	John Butts, Barbara Layer and Andy Livingston	Teacher Performance Category Ratings
41	06/28/2010	Lynn Panega, Barbara Layer and Donald Fulmer	Restructured School Day
42	06/28/2010	Lynn Panega, Barbara Layer and Donald Fulmer	Summer Work Hours
43	11/11/2010	Lynn Panega, Barbara Layer and Donald Fulmer	Athletics Coaches Evaluation
44	11/22/2010	Lynn Panega, Barbara Layer and Donald Fulmer	Departmental Leadership Responsibilities
45	2/28/2012	Lynn Panega, Bob Marino and Donald Fulmer	Creation of Substitute Custodian/Summer Helper Positions
46	8/28/2013	Lynn Panega, Bob Marino and Donald Fulmer	Minimum Hours Required for Health Benefit Coverage
47	12/16/2013	Lynn Panega, Bob Marino and Donald Fulmer	Departmental Leadership and Responsibilities- Teacher Evaluation
48	1/26/2015	Lynn Panega, Bob Marino and Ben Hare	ESP Retirement Incentive for Fiscal Year 2015
49	4/27/2016	Lynn Panega, Barbara Layer and Ben Hare	Benefit to Employees Who Elect Not to Enroll in the District Major Medical Group Health Insurance Plans
50	9/26/2016	Lynn Panega, Barbara Layer and Ben Hare	Department Restructured Responsibilities