Contract
2006-2010

OFFICIAL COPY

AGREEMENT

Between

The Board of Education
Lemont Township High School District 210
Cook/DuPage Counties of Illinois

and the

Association of Lemont Teachers

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AGREEMENT BETWEEN THE BOARD OF EDUCATION OF LEMONT TOWNSHIP HIGH SCHOOL DISTRICT 210 AND THE ASSOCIATION OF THE LEMONT TEACHERS

PREAMBLE

This Agreement, between the Board of Education of District 210, Cook and DuPage Counties, Lemont, Illinois, and the Association of Lemont Teachers, incorporates a number of understandings which derive from the parties' mutual beliefs that each pupil is entitled to an education of the highest quality and that the attainment of this objective is dependent upon the quality and morale of the employees.

ARTICLE I - RECOGNITION AND BOARD RIGHTS

1.1 Recognition

The Board of Education, District 210, Cook and DuPage Counties, Lemont, Illinois, hereinafter referred to as the "Board," hereby recognizes the Association of Lemont Teachers, a local affiliate of the IEA/NEA, hereinafter referred to as the "Association," as the sole and exclusive bargaining representative for all full-time/part-time certified teaching personnel of District 210 with regard to salaries, working hours, grievances, and specific items that pertain to educational development and growth of teachers and working conditions.

1.2 Board Rights

It is expressly understood and agreed that all functions, rights, power, or authority of the Administration of the School District and the Board of Education which are not specifically limited by the expressed language of this Agreement are retained by the Board provided, however, that no such right shall be exercised so as to violate any of the specific provisions of this agreement.

1.3 Fair Share

A. Each Bargaining Unit Member, as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, which ever is later, shall join the Association or pay a fair share fee to the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state, and national dues.

B. In the event that the Bargaining Unit Member does not pay his/her fair share fee directly to the Association by a certain date as established by the Association, the Board shall deduct the fair share from the wages of the non-member.

C. Such fee shall be paid to the Association by the Board no later than ten (10) days following deduction.

D. In the event of any legal action against the Board 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:

1. The Board give immediate notice of such action in writing to the Association, and permits the Association intervention as a party if it so desires; and,

2. The Board 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.

E. The Association agrees that in any action so defended, it will indemnify and hold harmless the Board from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Board's compliance with this Article. It is expressly understood that this hold harmless provision will not apply to any claim, demand, suit, or other form of liability which 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.

F. The obligation to pay a fair share fee will not apply to any Employee who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such Employee is a member, 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 in 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.

G. This Article shall not apply to those District 210 employees not members of the Association as of June 30, 1986. No such employee shall be required by this District to pay any fair share fee.

ARTICLE II - TEACHER ASSOCIATION RIGHTS

2.1 Teacher Discipline

Rules and regulations governing teacher conduct shall be reasonable, and enforcement of teacher discipline shall be fair. This provision shall only apply to forms of discipline other than dismissal and formal remediation because dismissal of non-tenured teachers shall be at the discretion of the Board and dismissal and formal remediation of tenured teachers shall be handled exclusively by means of the tenured teacher dismissal and formal remediation procedures established by the Illinois State Board of Education. Consequently, dismissal procedures for both non-tenured and tenured teachers and formal remediation for tenured teachers shall not be subject to the grievance procedure.

2.2 Non-Discrimination

The Board shall not discriminate against any teacher for reason of race, creed, color, marital status, age, sex, sexual orientation or national origin. See Section 2.8 below for resolution of any dispute regarding this section.

2.3 Right of Representation

When a teacher is required to appear before the Board or the Administration concerning any matter which could adversely affect the teacher's employment, the teacher's position, or the teacher's compensation, the teacher shall be entitled to have a member of the Association present. When a teacher is required to appear before the Board, the teacher shall be advised of the reason(s) for the meeting in writing at least five (5) work days prior to the Board meeting, except in case of an extreme emergency, in which case the teacher shall be notified as soon as possible.

2.4 Personnel File

The official personnel file for each teacher shall be maintained in the District Office. No evaluative material shall be placed in the file unless the teacher has had an opportunity to read such material. The teacher shall acknowledge that he/she has read any materials evaluative in nature by affixing his/her signature on the copy to be filed. Each teacher shall have the right, within forty-eight (48) hours of making a request, to review the contents of said teacher's file and to place therein written reactions to any of its contents provided any such written reaction is submitted by the teacher within sixty (60) calendar days following the date on which the evaluative material was added to the personnel file.

2.5 School Code Rights

Nothing contained herein shall be construed to deny any teacher his/her rights under the School Code of the State of Illinois. See Section 2.8 below for resolution of any dispute regarding this section.

2.6 Staff Representation

Teachers shall have the right to elect members of the Association to participate in professional negotiations with the Board.

2.7 Association Leave

In the event the Association elects to send a delegate to the Representative Assembly of the I.E.A., the delegate shall be excused without loss of salary not to exceed two days.

2.8 Dispute Resolution – Sections 2.2 and 2.5 Above

It is the desire of the parties that any dispute regarding sections 2.2 and 2.5 above be resolved in-district, if possible. Therefore, any dispute involving section 2.2 and 2.5 shall first be addressed by means of Step I, II and III of the Grievance Procedure. If the dispute remains unresolved, the parties agree that the teacher may pursue the matter by means of the appropriate governmental administrative agency or court due to the expertise of the agency or court, and not by means of Step IV of the Grievance Procedure.

ARTICLE III - SCHOOL CALENDAR

3.1 School Calendar

The Administration and the Association will meet to discuss the school calendar.

ARTICLE IV - TEACHER EVALUATION

4.1 Minimum Requirements

The process of teacher evaluation will be in accordance with the requirements set forth by the State of Illinois.

4.2 Orientation

Teachers shall receive an orientation on the teacher evaluation procedures prior to the commencement of those procedures.

4.3 Instructional Improvement/Evaluation Plan

An Instructional Improvement/Evaluation Plan shall be developed by a joint committee of teachers and administrators, and this plan shall be subject to Board and Association approval as to the procedural aspects of the plan as acknowledged in section 4.7 below.

4.4 Formal Observations

Formal observations of a teacher shall be conducted with the full prior knowledge of the teacher and in accordance with the Lemont Township High School Instructional Improvement/Evaluation Plan. This provision shall not be construed to limit informal, unannounced observations, the results of which may be considered as part of the teacher's evaluation.

4.5 Instructional Improvement/Evaluation Committee

A joint committee of teachers and administrators shall monitor and assess the Instructional Improvement/Evaluation Plan and, when appropriate, make recommendations for improvement to the Superintendent.

4.6 Employee Evaluation Statement

The teacher shall have the right to attach an explanation to any evaluations or other materials that are placed in the teacher's personal file, provided the teacher does so within sixty (60) calendar days following notice to the teacher of such evaluations or other material.

4.7 Association Rights and Management Rights

The parties acknowledge the right of the Association to receive notice and an opportunity to negotiate any changes to the procedural aspects of the Lemont Township Instructional/Evaluation Plan, and the management rights of the Board to establish substantive criteria for the plan.

ARTICLE V - TEACHER COMPENSATION AND FRINGE BENEFITS

5.1 Experience Credit

A newly employed teacher shall be awarded full credit for his/her first eight years of elementary, middle, or high school teaching experience outside of the District. Other types of teaching experience will be granted on a case by case basis as determined by the Superintendent. Additional credit may be granted at the discretion of the Superintendent not to exceed the teacher's total years of experience.

5.2 Twelve-Month Pay Schedule

Teachers' salaries will be paid every two weeks on a twelve-month basis.

5.3 Mileage

The faculty will be reimbursed at the prevailing IRS rate for use of privately owned vehicles on approved trips regarding school business.

5.4 Pay-Days (School not in session)

With the exception of winter and spring breaks, if a regular pay date during the school term falls on a day when school is not in session, teachers shall receive their checks on the last work day prior thereto. Checks during the spring, summer, and winter breaks will be mailed on dates consistent with the language in Section 5.2 of this agreement, whenever possible.

5.5 Major Medical, Term, and Dental Insurance

All faculty members will receive a Major Medical Insurance Plan, $30,000-Term Life Insurance, and Dental Insurance. The rules and regulations of the Illinois State Insurance Commission shall apply to the insurance plans.

2006-2007 Insurance Contribution

The District will pay the entire premium for each teacher and 50% of the premium for dependent medical and dental coverage, plus $350 in additional dependent medical and/or dental coverage. Any faculty members not electing to participate in the program will not be reimbursed or offered any alternates. The District may elect to offer an HMO option.

2007-2008 Insurance Contribution

Effective the 2007-2008 contract year, each teacher electing to take District insurance coverage shall pay the amount of premium increase, if any, which is in excess of 12.5% over the 2006-2007 premium, with the Board paying the first 12.5% of any such premium increase except that the Board's payment of the first 12.5% of any premium increase shall be made in accordance with the 2006-2007 contribution formula specified above.

2008-2009 Insurance Contribution

Effective the 2008-2009 contract year, each teacher electing to take District insurance coverage shall continue to pay the amount of premium increase, if any, as was paid by the teacher in 2007-2008, plus the amount of the 2008-2009 premium increase, if any, which is in excess of 12.5% over the 2007-2008 premium, with the Board continuing to pay the amount of premium increase, if any, as was paid by the Board in 2007-2008, plus the first 12.5% of any 2008-2009 premium increase except that the Board's payment of the first 12.5% of any 2008-2009 premium increase shall be made in accordance with the 2006-2007 contribution formula specified above.

2009-2010 Insurance Contribution

Effective the 2009-2010 contract year, each teacher electing to take District insurance coverage shall continue to pay the amount of premium increase, if any, as was paid by the teacher in 2007-2008 and 2008-2009, plus the amount of the 2009-2010 premium increase, if any, which is in excess of 12.5% over the 2008-2009 premium, with the Board continuing to pay the amount of premium increase, if any, as was paid by the Board in 2007-2008 and 2008-2009, plus the first 12.5% of any 2009-2010 premium increase except that the Board's payment of the first 12.5% of any 2009-2010 premium increase shall be made in accordance with the 2006-2007 contribution formula specified above.

It is the hope of the parties that periodic recommendations from the insurance committee as set forth in section 5.51 below, changes in retiree insurance from the District plan to the TRIP HMO plan and the Board's willingness to pay for the first 12.5% of any annual insurance premium increases will minimize the likelihood of any premium increases affecting the faculty.

Insurance provisions, regulations, and exclusions are outlined and explained in the Lemont Township High School District 210 Employees' Group Health Plan and any periodic supplements. A copy of this plan and supplements will be provided to all certified employees who have not been provided a current copy previously. The failure of an employee to receive a copy of the plan or supplement shall have no effect whatsoever on the insurance obligations of the District. The parties acknowledge that any changes in the benefits as outlined in the plan shall be subject to the law regarding the right of the parties to receive notice of proposed changes and an opportunity to negotiate.

If it is determined by court of law that any portion or provision of this article is found to be illegal or unconstitutional, it is hereby agreed that said findings shall not affect the remaining provisions of this article. Additionally, in such an event or due to legislative requirements, the parties hereby agree to re-open the contract for the limited and express purpose only of addressing any findings by a court or legislative action as to any section of this article.

5.51 Insurance Committee

An insurance committee composed of two (2) members appointed by the board and two members appointed by the ALT Executive Board will meet quarterly to review problems with the current insurance plan, discuss needed changes and or adjustments to the current plan as well as the possibility of changing insurance providers. This committee shall be considered advisory in nature only and shall be empowered only to make recommendations to the parties.

5.6 Professional Growth Reimbursement and Salary Adjustments

5.61 Tuition

The Board of Education will pay each teacher the maximum of $150 per credit hour for each course pre-approved by the Superintendent under 5.67.

5.62 Additional Training

Whenever a teacher is requested by the School District to acquire additional credit in a specific subject beneficial to the District, the District will reimburse the teacher for the cost of the course charged to meet the requirements of the School District. Written pre-approval must be documented and signed b the superintendent

5.63 Lane Freeze

Teachers employed after 1965 will not progress beyond the fourteenth year B.A. salary schedule lane without movement to the MA lane.

5.64 Salary Freeze

Effective September, 1973, any new teachers hired by District 210 will be required to complete a B.A. +30 or a M.A. degree in their teaching or related area within a period of six years. Failure to comply with this policy will result in a salary freeze of the six-year salary schedule line. Effective with the 2001-2003 contract, anyone who has been frozen at the six-year salary step but subsequently reaches the B.A.+30 or M.A. lane shall be placed at the step he or she would have attained through accumulated experience had he or she never been frozen. Effective with the 2006-2010 contract, the B.A.+30 lane shall no longer be available and shall be deleted from the salary schedule. Grandfather Provision: Four employees to be identified by a Memorandum of Understanding between the parties and who were still placed on BA+30 lane as of the 2005-2006 school year shall be permitted to remain on the BA+30 lane until they either move to an MA lane or leave the employ of the District.

5.65 Salary Adjustments

All Salary Adjustments for additional training shall be made twice a year, September 1st and March 1st.

5.66 Undergraduate Credit - Full Credit

Undergraduate courses taken when no graduate credit is available and at the direction of and with the approval of the Superintendent will count full credit toward a lane change and will be reimbursed at the full credit level.

5.67 Graduate Credit

Graduate courses may count toward a lane change when these courses are pre-approved and are part of a pre-approved, self-designed program or a graduate level degree or certificate program from an accredited university. Graduate courses which are not part of a pre-approved, self-designed program or a graduate level degree or certificate program as described above may be approved by the Superintendent under unique circumstances provided it is acknowledged by the parties that such approval shall be considered the exception to the rule and such requests may be denied by the Superintendent within his/her discretion.

5.7 Contribution to Teachers' Retirement System

5.71 District Portion

Pursuant to authority granted by the Pension Reform Act, 1974, Section 414(h), of the Internal Revenue Code, the Board shall remit (deduct) for each teacher the applicable statutory percentage (as of July 1, 2005, the percentage was 9.4%) of the teacher's salary as defined by the Teachers' Retirement System, to the Teachers' Retirement System, State of Illinois, to be applied to each teacher's retirement account.

5.72 Hold Harmless

The Association agrees to indemnify and hold harmless of the Board, its members, its agents, and its employees from any and all claims, demands, actions, complaints, suits, or other liability by reason of faithful payment of contributions to the Teachers' Retirement System pursuant to the provisions of this Section.

5.8 Retirement (Ordinary Non-AERO Retirement)

In general, staff retirements shall be effective at the close of the regular school year. To receive maximum retirement benefits, staff members contemplating retirement should make their intentions known to the Board of Education in a timely fashion so that the proper forms can be processed and other necessary arrangements can be made.

Faculty who voluntarily retire and who have at least 15 years of District service shall follow the conditions listed below for the faculty member to terminate their employment.

- The applicant must be a full-time faculty member and have at least 15 years of credited service at Lemont Township High School District 210.

- The applicant must be non-AERO eligible by being either at least 60 years of age or being at least age 55 and having at least thirty-five (35) years of TRS creditable service as of the separation date

- An irrevocable notice of retirement must be submitted by June 30 of the year prior to the year in which the retirement benefits of this section shall commence.

- For those employees who meet the above eligibility requirements of this section, the Board of Education will pay one hundred percent (100%) of the major medical insurance premiums for the employee and his/her eligible dependents upon retirement if the employee elects to purchase TRIP HMO insurance if covered at the time of retirement. In addition, the Board will pay one hundred percent (100%) of the dental insurance premium on the plan available in the District for the individual employee only. Payments shall continue until such individuals reach the age of eligibility for Medicare or death, which ever occurs first. Also, the employee may elect to continue participation of his/her dependents on the District dental plan, with such dependent's premium to be paid by the employee until employee's age eligibility for Medicare or death, provided such dependent's were covered at the time of retirement.

- In addition, employees who meet the above eligibility requirements will receive an annual salary in an amount equal to one hundred and six percent (106%) of their prior year's base salary (excluding other extra curricular or stipend payments) for a maximum of their last three (3) years (with two or one year options available) of full-time employment or until retirement, whichever occurs first, in lieu of any scheduled salary.

- Should an employee die prior to reaching an age of eligibility for Medicare, payments will cease.

5.81 Early Retirement (AERO)

In general, staff retirements shall be effective at the close of the regular school year. To receive maximum retirement benefits, staff members contemplating retirement should make their intentions known to the Board of Education in a timely fashion so that the proper forms can be processed and other necessary arrangements can be made.

- The applicant must be a full-time faculty member and have at least 15 years of credited service at Lemont Township High School District 210.

- If an eligible applicant aged 55- 59 provides the Board with an irrevocable notice of retirement by June 30 of the year prior to the year in which the retirement benefits of this section shall commence, the Board shall provide a salary equal to one hundred and six percent (106%) of the prior year's salary (excluding other extra-curricular or stipend payments), in lieu of scheduled salary, for full-time employment as follows:

- Beginning Age 55 for 4 years, then retirement; or
- Beginning Age 56 for 4 years, then retirement; or
- Beginning Age 57 for 3 years, then retirement; or
- Beginning Age 58 for 3 years (with 2 year option available), then retirement; or
- Beginning Age 59 for 3 year (with 2 or 1 year option available), then retirement.

Such applicant waives his/her rights to all other benefits provided in the retirement policy contained in section 5.81 above except the major medical benefits as outlined in section 5.81 above.

- The Board shall pay the Employer and Employee AERO payments as determined by the Teachers Retirement System of the State of Illinois.

- Retired employees may be required to work for the District a maximum of 25 days per year as a consultant/substitute.

- All requirements of the Teachers Retirement System of Illinois apply to these retirement plans.

- If it is determined by court of law that any portion or provision of this article is found to be illegal or unconstitutional, it is hereby agreed that said findings shall not affect the remaining provisions of the article. Additionally, in such an event or due to legislative requirements, the parties hereby agree to re-open the contract for the limited and express purpose only of addressing any findings by a court or legislative action as to any section of this article.

5.9 Part-Time Teachers

The Association and the Board recognized that the educational needs of the school are best met through the employment of full-time teachers for all teaching positions whenever possible.

5.91 Fringe Benefits – Part-Time Teachers

Part-time teachers employed sixty percent of a full time assignment or more shall receive those benefits accorded by the Board of Education to the full-time staff.

5.92 Seniority and Step Advancement - Part-Time Teachers

A teacher who is a part-time employee does not accrue seniority while he/she is part-time. Seniority is based on a full year of attendance as a full-time employee. A part-time teacher who is employed eighty percent (80%) time or more shall be permitted to advance one step on the salary schedule for each year employed in such capacity unless provided otherwise in the Agreement. A part-time teacher who is employed less than eighty percent (80%) shall not be permitted to advance on the salary schedule.

5.93 Tenure Status - Part-Time Teachers

A part-time teacher does not accrue time toward tenure. Accrual of tenure is based on consecutive full years of attendance as a full-time teacher.

5.10 Job Share Opportunity

Job share opportunities are available upon approval of the Superintendent and the Board of Education. The position to be shared must be a full time position within a single department. Any job share opportunity approved will be at no additional cost to the school district.

5.11 Dependent Care Expenses

A Dependent Care Expenses Program is available to employees through the District's Health Care Benefits Administrator. The costs of administering this program will be paid as follows:

A. Initial start-up costs will be shared equally by the Board and the Association.

B. Annual fees will be shared equally by the participants of the program not to exceed $50 per participant per year. If any additional annual fees remain, those additional fees will be shared equally by the Board and the Association.

C. Fees charged for individual accounts will be paid by the respective participants.

5.12 Extra-Curricular Activity Attendance

As part of his/her regular assignment, each full-time faculty member will attend two extra-curricular events per year. At the beginning of each year, each teacher will sign

up for two events on a form provided by the Office of the Assistant Principal for Extra-curricular Activities. Attendance at these events is not considered a supervisory assignment.

ARTICLE VI - NON-INTERRUPTION OF WORK

6.1 Work Stoppage

The Association agrees that neither the Association nor any of the employees covered by the Agreement will instigate, promote, sponsor, engage in, or condone any strike, slowdown, concerted stoppage of work, or any other intentional interruption of the operations of the Board regardless of the reason for so doing during the term of this agreement.

ARTICLE VII - LEAVES

7.1 Leave of Absence Without Pay

7.11 Leave of Absence

A leave of absence without pay for educational, political office, military service, child-rearing, or physical incapacity may be granted by the Board upon recommendation of the Superintendent for not more than two (2) consecutive semesters. If it is in the best interest of the employee and the District, an additional two semesters can be recommended for approval to the Board.

Family medical leave will be granted within this general leave section in accordance with the *Family Medical Leave Act.*

7.12 Written Request - Leave of Absence w/o Pay

A written request for a leave of absence without pay must be made prior to April 1st, for fall semester consideration, and prior to October 1st, for spring semester consideration. When emergency or unusual circumstances prevent this deadline from being met, a written request must be made as early as possible.

7.13 Benefits - Leave of Absence w/o Pay

An employee on leave of absence without pay may keep his/her insurance, health, life, and dental, in effect by making the necessary contributions to the District at his/her own expense. Lack of regular and timely payment will result in termination of this benefit.

7.14 Seniority - Leave of Absence w/o Pay

An employee granted leave under this provision does not accrue seniority or advance on the salary schedule while on leave. Seniority and advancement on the salary schedule is based on a full year of attendance.

7.15 Tenure Status Leave of Absence w/o Pay

No teacher shall enter upon tenure while on a leave of absence without pay. Accrual of tenure is based on consecutive full years of attendance as a full-time teacher.

7.16 Proportioning of Medical/Personal Paid Leave - Leave of Absence w/o Pay

An employee who is granted an unpaid leave for a semester will receive ½ of the allotted paid medical or personal business leave days for the school year in which the leave is taken. An employee who is granted an unpaid leave for an entire school year will receive none of the allotted paid medical leave or personal leave days for the school year in which the leave is taken.

7.17 Returning Statement

The employee shall notify the Superintendent of his/her decision to return to or terminate his/her position at least ninety (90) calendar days prior to the beginning of the semester in which the reinstatement is to begin.

7.2 Leave with Pay - Medical

The Board shall grant sick leave at full pay to any teacher for absences resulting from personal illness, or death, or other health related emergency involving any member of the immediate family as defined by the Illinois School Code. The Board shall grant medical leave at full pay to any teacher for absences resulting from the death of any member of the immediate family as defined by the Illinois School Code. Employees shall apply in writing to the Superintendent on the appropriate form for any medical leave.

7.21 Days of Entitlement - Medical Leave

Each full-time faculty member is entitled to 15 days of medical leave per year. The accumulation of medical leave days is unlimited.

7.22 Use of Medical Leave for Child Birth

Any employee who gives birth to a child may use accumulated medical leave for recuperation purposes for any school day during a six-week period commencing

on the day of the child's birth. A medical certificate is required. (See Section 7.25)

7.23 Deduction Provision - Medical Leave

Time missed in any day shall be counted in quarter (1/4) hours.

7.24 Exceeding Allotment - Medical Leave

An employee who exceeds their total number of accumulated sick days shall be docked 1/180 of the yearly salary for each day absent.

7.25 Medical Certificate - Medical Leave

A medical certificate for any absence over five consecutive days is required. This certificate should confirm the employee's need to miss work and his/her ability to return to full-time employment. This medical certificate is also required for absences due to childbirth and should indicate the first date of expected absence required and the date of expected return to full employment.

7.26 Unused Medical Leave - Retirement

Upon retirement from District 210, the District shall assist each faculty member in verifying and applying the accumulated unused sick days to pension credit through TRS to the extent permitted by law.

7.3 Leave with Pay - Personal Business

The Board shall grant personal leave at full pay which can be used for personal business that cannot be conducted at times other than during the employee's work day. Employees shall apply in writing to the Superintendent on the appropriate from for any personal business leave forty-eight (48) hours in advance of the absence. If an emergency exists the employee should notify the Superintendent as soon as possible. Personal business leave shall not be allowed or taken before or after a holiday, holiday weekend, or vacation breaks including winter vacation, spring vacation, and summer vacation with the exception of the need to take such a personal business day for the observance of a religious holiday

7.31 Days of Entitlement

Each employee shall be entitled to two (2) days per year. Beginning with the 1994-95 school year, unused personal business days will accumulate in each teacher's personal leave bank to a maximum of five such days. When the personal leave bank is at its maximum of five days, additional unused personal business days will be added to accumulated medical leave and shall be available for the teacher's use as sick leave.

7.32 Deduct Provisions - Period

Time missed in a day shall be counted in quarter (1/4) hours.

7.33 Exceeding Allotment - Personal Business Leave

An employee who exceeds their total number of accumulated personal business days shall be docked 1/180 of the yearly salary for each day absent. In the event of unusual circumstances the Superintendent may allow a teacher to borrow one or two personal business leave days from the subsequent school year.

7.34 Excessive Requests - Personal Business Leave

In the event that too many teachers request personal leave, resulting in adverse efficiency in the operation of the school, or part thereof, the Administration may limit the number of teachers who take personal business leave.

ARTICLE VIII - GRIEVANCE PROCEDURE

8.1 Definition

A Grievance shall be any claim by the Association, an Employee, or group of employees that there has been a violation, misinterpretation, or misapplication of the terms of this agreement.

A. All time limits consist of school days with one exception. When a grievance is submitted fewer than ten (10) days before the close of the current school term, then time limits shall consist of all week days.

8.2 Procedures

The parties acknowledge that it is usually most desirable for an Employee and the Employer to resolve problems through free and informal communications. However, a grievance shall be processed as follows:

A. Step I

The grievant shall present the grievance in writing within fifteen (15) days of the incident giving rise to the grievance, or within fifteen (15) days of the date on which a reasonable person should have known of the existence of a grievance. In so doing, the grievance shall set forth the details of the alleged violation, the specific sections of the Agreement allegedly violated and the remedy sought. The immediately involved supervisor will arrange for a meeting to take place within five (5) days after receipt of the grievance. The Association's representative, the grievant, and the immediately involved supervisor shall be

present for the meeting. Within five (5) days of the meeting, the grievant and the Association shall be provided with the supervisor's written response, including the reasons for this decision.

B. Step II

If the grievance is not resolved at Step I, then the Association may refer the grievance to the Superintendent or the Superintendent's official designee within fifteen (15) days after receipt of the Step I answer. The Superintendent shall arrange, with the Association representative, for a meeting to take place within five (5) days of the Superintendent's receipt of the appeal. Within five (5) days of the meeting, the Association shall be provided with the Superintendent's written response, including the reasons for the decision.

C. Step III

If the grievance is not resolved at Step II, then the Association may refer the grievance to the Board of Education within fifteen (15) days after receipt of the Step II answer. The Board shall arrange with the Association representatives for a meeting to take place within five (5) working days of the Board's receipt of the appeal. Within five (5) days of the meeting, the Association shall be provided with the Board's written response, including the reasons for the decision.

D. Step IV

If the Association is not satisfied with the disposition of the grievance at Step III, the Association may submit the grievance to final and binding arbitration. If a demand for arbitration is not filed with the Employer within thirty (30) days of the date of the Step III answer, then the grievance shall be deemed withdrawn. If within fifteen (15) days of the filing of the demand with the Board the parties cannot agree on an arbitrator, the demand shall be submitted to the American Arbitration Association which shall act as the administrator of the proceedings. The costs of acquiring an arbitrator (excluding attorneys for the respective parties) shall be paid by the parties on an equal basis.

8.3 Bypass

By mutual agreement, any step of the grievance procedure may be bypassed.

ARTICLE XII - DURATION OF AGREEMENT

12.1 Length of Agreement

This Agreement shall be effective as of July 1, 2006, and shall continue in full force and effect through June 30, 2010.

ARTICLE XIII - EXECUTION OF AGREEMENT

This Agreement is signed this 19th day of June, 2006.

IN WITNESS THEREOF:

For the Association of the Lemont Teachers:

President

Secretary

For the Board of Education School District 210:

President

Secretary

APPENDIX A – SALARY

2006-2007 Proposed Salary Schedule
(TRS included)
LHS Staff 2006-07

(See footnotes 1 and 2)

Step	B.A.	B.A.+15	M.A.	M.A.+15	M.A.+30	M.A.+45	2nd M.A. CAS EdD.
1	43,578	44,886	48,028	49,469	50,953	52,481	54,056
2	45,724	47,006	53,036	54,436	54,526	54,615	56,145
3	46,365	47,666	53,736	55,158	56,622	58,130	59,683
4	47,015	48,336	54,447	55,890	57,376	58,907	60,483
5	47,676	49,016	55,168	56,633	58,141	59,695	61,295
6	48,346	49,706	55,900	57,387	58,918	60,495	62,119
7	49,026	50,407	56,644	58,153	59,707	61,307	62,956
8	51,485	52,866	57,398	58,930	60,507	62,132	63,805
9	54,485	55,866	59,228	61,072	62,914	63,835	64,755
10	55,866	57,248	60,609	62,452	64,294	65,215	66,137
11	57,248	58,628	62,998	64,840	66,681	67,602	68,524
12	58,628	60,009	66,598	68,440	70,281	71,202	72,124
13	60,009	61,392	68,440	70,281	72,124	73,045	73,966
14	61,392	65,998	70,281	72,124	73,966	75,426	75,807
15			72,124	73,966	75,807	76,728	77,650
16			73,966	75,807	77,650	78,571	79,492
17			76,727	78,570	80,412	81,333	82,253
18			78,570	80,412	82,253	83,174	84,095
19			80,412	82,253	84,095	85,017	85,938
20			82,253	84,095	85,938	86,858	87,779
21			84,095	85,938	87,779	88,700	89,621
22			86,859	88,701	90,543	91,464	92,385
23			88,701	90,543	92,385	93,306	94,227

APPENDIX A – SALARY

2007-2008 Proposed Salary Schedule
(TRS included)
LHS Staff 2007-08

(See footnotes 1 and 2)

Step	B.A.	B.A.+15	M.A.	M.A.+15	M.A.+30	M.A.+45	2nd M.A. CAS EdD.
1	44,886	46,232	49,469	50,953	52,481	54,056	55,677
2	46,821	48,134	54,998	56,450	56,543	56,636	58,222
3	47,478	48,810	55,724	57,199	58,717	60,281	61,891
4	48,143	49,496	56,462	57,958	59,499	61,087	62,721
5	48,820	50,192	57,209	58,728	60,292	61,904	63,563
6	49,506	50,899	57,968	59,510	61,098	62,733	64,417
7	50,203	51,617	58,740	60,305	61,916	63,575	65,285
8	52,721	54,135	59,522	61,110	62,746	64,431	66,166
9	55,793	57,207	61,419	63,332	65,242	66,197	67,151
10	57,207	58,622	62,852	64,763	66,673	67,628	68,584
11	58,622	60,035	65,329	67,239	69,148	70,103	71,059
12	60,035	61,449	69,062	70,972	72,881	73,836	74,793
13	61,449	62,865	70,972	72,881	74,793	75,748	76,703
14	62,865	67,582	72,881	74,793	76,703	78,217	78,612
15			74,793	76,703	78,612	79,567	80,523
16			76,703	78,612	80,523	81,478	82,433
17			79,566	81,477	83,387	84,342	85,296
18			81,477	83,387	85,296	86,251	87,207
19			83,387	85,296	87,207	88,163	89,118
20			84,309	86,197	88,086	89,029	89,973
21			86,197	88,086	89,973	90,918	91,862
22			89,030	90,919	92,807	93,751	94,695
23			90,919	92,807	94,695	95,639	96,583

Longevity Increment

Steps 24 – 30	$1,600
Steps 31 and beyond	$1,800

APPENDIX A – SALARY

2008-2009 Proposed Salary Schedule
(TRS included)
LHS Staff 2008-09

(See footnotes 1 and 2)

Step	B.A.	B.A.+15	M.A.	M.A.+15	M.A.+30	M.A.+45	2nd M.A. CAS EdD.
1	46,681	48,082	50,967	52,496	54,070	55,693	57,363
2	48,082	49,524	56,648	58,144	58,240	58,335	59,969
3	49,524	51,010	57,396	58,915	60,479	62,089	63,748
4	51,010	52,540	58,155	59,697	61,284	62,919	64,602
5	52,540	54,116	58,925	60,490	62,101	63,761	65,470
6	54,116	55,740	59,707	61,296	62,931	64,615	66,350
7	55,740	57,412	60,502	62,114	63,774	65,483	67,244
8	57,412	59,134	61,307	62,944	64,628	66,364	68,151
9	59,134	60,908	63,262	65,232	67,199	68,183	69,165
10	60,908	62,736	64,737	66,706	68,673	69,657	70,642
11	62,736	64,618	67,289	69,256	71,223	72,206	73,191
12	64,618	66,556	71,134	73,101	75,068	76,052	77,036
13	66,556	68,553	73,101	75,068	77,036	78,020	79,004
14	68,553	70,610	75,068	77,036	79,004	80,563	80,970
15			77,036	79,004	80,970	81,954	82,939
16			79,004	80,970	82,939	83,922	84,906
17			81,953	83,921	85,889	86,873	87,855
18			83,921	85,889	87,855	88,839	89,823
19			85,889	87,855	89,823	90,808	91,791
20			86,055	87,982	89,910	90,872	91,836
21			87,982	89,910	91,836	92,799	93,763
22			90,873	92,801	94,728	95,691	96,655
23			92,801	94,728	96,655	97,618	98,582

Longevity Increment

Steps 24 – 30	$2,000
Steps 31 and beyond	$2,200

APPENDIX A – SALARY

2009-2010 Proposed Salary Schedule
(TRS included)
LHS Staff 2009-10

(See footnotes 1 and 2)

Step	B.A.	B.A.+15	M.A.	M.A.+15	M.A.+30	M.A.+45	2nd M.A. CAS EdD.
1	48,082	49,524	52,496	54,070	55,693	57,363	59,084
2	49,428	50,911	56,800	58,504	60,259	62,067	63,929
3	50,812	52,336	58,107	59,850	61,645	63,495	65,400
4	52,235	53,802	59,443	61,226	63,063	64,955	66,904
5	53,697	55,308	60,810	62,635	64,514	66,449	68,443
6	55,201	56,857	62,209	64,075	65,997	67,977	70,017
7	56,746	58,449	63,640	65,549	67,515	69,541	71,627
8	58,335	60,085	65,103	67,057	69,068	71,140	73,275
9	59,969	61,768	66,601	68,599	70,657	72,777	74,960
10	61,648	63,497	68,133	70,177	72,282	74,450	76,684
11	63,374	65,275	69,700	71,791	73,944	76,163	78,448
12	65,148	67,103	71,303	73,442	75,645	77,914	80,252
13	66,973	68,982	73,199	75,395	77,385	79,707	82,098
14	68,848	70,913	75,147	77,401	79,165	81,540	83,986
15			77,145	79,460	81,065	83,415	85,918
16			79,198	81,573	83,010	85,334	87,894
17			81,969	84,429	85,916	88,320	90,970
18			84,150	86,674	88,201	90,670	93,390
19			86,388	88,980	90,547	93,082	95,874
20			87,943	90,581	92,177	94,757	97,600
21			89,526	92,212	93,836	96,463	99,357
22			91,138	93,872	95,525	98,199	101,145
23			92,878	95,561	97,245	99,967	102,966

Longevity Increment

Steps 24 – 30	$2,000
Steps 31 and beyond	$2,200

Appendix A - Footnotes

1. Based on approved scattergrams dated May 5, 2006 at 5:05 p.m. for the 2005-2006 school year equaling a base cost of $6,395,326, new schedules shall equal:

2006-2007	6%
2007-2008	5%
2008-2009	4%
2009-2010	4%

2. Note: Effective the fifth school year prior to the first year upon which a teacher becomes eligible for retirement under the terms of the Illinois Teachers' Retirement System (either AERO or ordinary retirement), such teacher's annual salary shall not be permitted to exceed more than 6% of the teacher's prior year's creditable earnings, notwithstanding the salary schedule or any other compensation provisions of this Agreement.

APPENDIX B

LEMONT TOWNSHIP HIGH SCHOOL DISTRICT 210

Extra-Curricular Base Schedule

The first ten steps of the following schedules will be used to determine the extra-curricular pay scale:

Salary Stipend: Percentage x Experience Base Figure

Longevity: Steps 11-19 will be determined by multiplying the Step 10 figure by 1.07 times the appropriate percentage.

Steps 20 and beyond will be determined by multiplying the Step 10 figure by 1.14 times the appropriate percentage.

	2006-2007	2007-2008	2008-2009	2009-2010
1	43,578	44,886	46,681	48,082
2	45,724	46,821	48,082	49,428
3	46,365	47,478	49,524	50,812
4	47,015	48,143	51,010	52,235
5	47,676	48,820	52,540	53,697
6	48,346	49,506	54,116	55,201
7	49,026	50,203	55,740	56,746
8	51,485	52,721	57,412	58,335
9	54,485	55,793	59,134	59,969
10	55,866	57,207	60,908	61,648

LEMONT TOWNSHIP HIGH SCHOOL DISTRICT 210

Clubs and Activities

Position	06-10 Percent
Activities Director	12
Art Club Sponsor	4
Chess Club Sponsor	4
Children's Theater - Spring	
Head Sponsor	7
Asst. Sponsor	4
Class Sponsors	
Seniors –	3
Juniors –	4
Sophomores –	3
Freshmen –	3
Concert Band Head Sponsor	7
Assistant Concert Band	5
Creative Writing Journal	4
C.S.F.E. Sponsor	4
Detention Supervisor	9
Drama Club (Two Plays Per Year)	
Head (Per Play)	7
Assistant (Per Play)	4
Entrepreneur Club	4
Foreign Language Club Sponsor	5
Great Books	7
J.E.T.S.	8
Marching Band Head Sponsor	13
Assistant Marching Band	9
Mathletes Team	
Head	8
Assistant	6

Clubs and Activities (cont.)

Position	06-10 Percent
Musical	
Producer	6
Accompanist	5
Acting Director	5
Choreographer	5
Orchestra Director	5
Vocal Director	5
National Honor Society	8
Newspaper	
Sponsor teaches class	3.5
Sponsor does not teach	7
Office Education	4
Outdoor Club	6
	6
	4
Scholastic Bowl	3
Science Club	8
Science Fiction Club	4
Social Studies Club	4
Speech Sponsor	8
Student Council	
Head Sponsor	11
Assistant Sponsor	8
Yearbook	11

Clubs and Activities (cont.)

Substituting for an 87-Minute (Block) Class during the Regular School Term; Homebound Tutoring (Pro-rated to an hourly basis):

$51.00

Summer School Teaching; Curriculum/Instruction Projects:

$31.00

Substituting for After School Detention Program; Saturday Detention Program:

$28.00

Substituting for Lunch Room Supervision:

$27.50

NOTE: Rates take effect on the first day of school in the respective years. Rates are per full period with the exception of Summer School Teaching and Curriculum/Instruction Projects, which are per clock hour. Half period (Lunch Room) supervision will be compensated at half the full period rate.

LEMONT TOWNSHIP HIGH SCHOOL DIST. 210

Athletics

Position	Percent 06-10
Assistant Athletic Director	12
Conditioning Coach	9
Strength Coach	9
Boys Sports:	
Baseball Head Coach	12
Baseball Assistant Coach	8
Basketball Head Coach	16
Basketball Assistant Coach	10
Cross Country Coach	12
Cross Country Assistant Coach	8
Football Head Coach	16
Football Assistant Coaches	10
Golf Head Coach	12
Golf Assistant Coach	8
Soccer Head Coach	12
Soccer Assistant Coach	8
Tennis Head Coach	12
* Track Head Coach	12
* Track Assistant Coach	8
Volleyball Head Coach	12
Wrestling Head Coach	16
Wrestling Assistant Coach	10
Girls' Sports:	
Basketball Head Coach	16
Basketball Assistant Coach	10
Bowling Coach	12
Golf Head Coach	12
Soccer Coach	12
Soccer Assistant Coach	8
Softball Head Coach	12
Softball Assistant Coach	8
Swimming Head Coach	12
Tennis Head Coach	12
Tennis Assistant Coach	8

Girls Sports (cont.)

* Track Head Coach	12
* Track Assistant Coach	8

* NOTE: Track coaches who also coach track during the indoor season will receive an additional 2% on their normal track coaching stipend.

Volleyball Head Coach	16
Volleyball Assistant Coach	10
Pom Pon Head Coach	
Fall	5
Winter	6
Pom Pon Assistant Coach	
Fall	3
Winter	3.5
Cheerleader Head Coach:	
Basketball.....	7
Football	7
Cheerleader Assistant Coach	
Basketball.....	4
Football	4

Event Supervisors

Athletic Ticket Sellers	$45.00
Bus Sponsors	50.00
Class Sponsors, Chaperones, and Supervisors	45.00
Track Workers	50.00
Timer, Scorer, Announcer and Supervisor:	
Football	60.00
All Sports other than Football and Track	45.00

NOTE: Ticket sellers for football who are asked and agree to supervise the game from half-time of the varsity game through its conclusion will receive an additional $15.

Summer Coaching

The Board shall contribute $5,000 per sport to a summer coaching stipend fund. Head coaches shall receive 50% of the total money contributed, with the remaining 50% to be disbursed among assistant coaches using the appropriate formula below.

To calculate head/assistant coach per diem:

Head Coaches Pay equals 50% of total dollars divided by the total number of days head coaches contribute.

Assistant Coaches Pay equals 50% of total dollars divided by the total number of days assistant coaches contribute.

head/assistant coach will earn the per diem multiplied by the number of days worked over the

Division Chairs

Compensation:

9% Extra Curricular salary stipend and
$25 for each full time equivalent staff supervised and
$150 for each additional department supervised and
$240 for each tenured teacher evaluated each year and
$420 for each non-tenured teacher evaluated each year.

Release Time
Each Division Chair will receive release time according to the number of staff supervised:

0-5 staff	0.5 block per day (1 release period every other day)
6-8 staff	1.0 block per day
9-10 staff	1.5 blocks per day
11+staff	2.0 blocks per day

Counselors

For additional scheduled work days during the summer, the compensation shall be the same rate as the Summer School Teaching; Curriculum/Instruction Projects: