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

July 1, 2010 – June 30, 2013

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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 Teacher Defined

As used herein the word "teacher" refers to all of the members of the bargaining unit, including, but not limited to: teacher, social worker, guidance counselor, dean, school nurse, school psychologist, LRC Director, speech pathologist, and division chair.

1.3 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.

1.4 Fair Share

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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, whichever 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.

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 will seek input from the ALT membership when developing 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 teachers 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.

2010-2011 Insurance Contribution

The Board will pay the amount of the entire 2009-2010 premium for each teacher and 50% of the 2009-2010 premium for dependent medical and dental coverage, plus the amount of the 2010-2011 premium increase, if any, up to 12.5% over the 2009-2010 premium, according to the same contribution formula (100% for the teacher and 50% for dependent coverage), plus $350 in additional dependent medical and/or dental coverage. 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 2009-2010 premium. Any teachers not electing to participate in the program will not be reimbursed or offered any alternates. The District may elect to offer an HMO option.

2011-2012 Insurance Contribution

Effective the 2011-2012 contract year, each teacher electing to take District insurance coverage shall continue to pay the amount of the premium increase, if any, as was paid by the teacher in 2010-2011 plus the amount of the 2011-2012 premium increase, if any, which is in excess of 12.5% over the 2010-2011 premium, with the Board continuing to pay the amount of the premium increase, if any, as was paid by the Board in 2010-2011 plus the first 12.5% of any 2011-2012 premium increase, except that the Board's payment of the first 12.5% of any 2011-2012 premium increase shall be made in accordance with the 2010-2011 contribution formula specified above.

2012-2013 Insurance Contribution

Effective the 2012-2013 contract year, each teacher electing to take District insurance coverage shall continue to pay the amount of the premium increase, if any, as was paid

by the teacher in 2011-2012 plus the amount of the 2012-2013 premium increase, if any, which is in excess of 12.5% over the 2011-2012 premium, with the Board continuing to pay the amount of the premium increase, if any, as was paid by the Board in 2011-2012 plus the first 12.5% of any 2012-2013 premium increase, except that the Board's payment of the first 12.5% of any 2012-2013 premium increase shall be made in accordance with the 2010-2011 contribution formula specified above.

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 up to five (5) members appointed by the board and up to five (5) members appointed by the ALT Executive Board will meet as needed or requested 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

Excluding individuals in a doctoral program, the Board of Education will pay each teacher the maximum of $150 per credit hour or the maximum of $100 per quarter hour for each course pre-approved by the Superintendent under 5.65.

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 by the superintendent.

5.63 Salary Adjustments

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

5.64 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.

5.65 Graduate Credit

Graduate courses may count toward a lane change when these courses are pre-approved and are part of a pre-approved graduate level degree or certificate program from an accredited university. The degree must (1) be in the area in which the teacher is certified, in the area in which the teacher is currently teaching, or be based on teaching pedagogy, and (2) be deemed in the best interest of the District by the Superintendent. Graduate courses or programs which are not part of a pre-approved 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.

.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-ERO Retirement)

In general, staff retirements shall be effective at the close of the regular school year. To receive maximum retirement benefits, teachers 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.

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

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

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

- The applicant must NOT have received an increase in creditable earnings of greater than 6% in any year preceding commencement of the "106%" salary enhancement which, if combined with the years of this plan, would have resulted in a TRS penalty to the District (so-called "look back"); and

- The applicant has submitted a signed promissory note (in the form appearing as Appendix C to this Agreement) wherein the teacher promises to pay back the difference between the sum of the total salary enhancements received under this plan minus the actual salary the teacher would have received in accordance with the regular salary schedule of the District, if a change in the teacher's retirement date results in any TRS penalty to the District; and

- 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 teachers who meet the above eligibility requirements of this section, the Board of Education will pay directly to TRS on behalf of the retiree one hundred percent (100%) of the major medical insurance premium for the individual retiree and a maximum of seven hundred dollars ($700) per month to TRS toward the cost TRIP

of dependent coverage, if the teacher so elects, subject to the following additional requirement:

The individual teacher and, if elected for TRS insurance, his/her dependent(s) must have been enrolled in the District's insurance program no later than the enrollment period immediately preceding the date by which this Agreement requires notice of retirement, and must maintain such coverage until the teacher's final date of employment.

Any amounts owed above and beyond the $700 will be the responsibility of the teacher. Payments for the teacher and his/her dependant, if applicable, shall continue until the teacher's age of eligibility for Medicare or death, whichever occurs first. 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 teacher only. Also, the teacher may elect to continue participation of his/her dependent(s) on the District dental plan, with such dependent's premium to be paid by the teacher until the teacher's age of eligibility for Medicare or death, provided such dependents were covered at the time of retirement.

- In addition, teachers who meet the above eligibility requirements and have submitted their irrevocable notice of retirement 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 four (4) years (with three (3), two (2), or one (1) year options available) of full-time employment or until retirement, whichever occurs first, in lieu of any scheduled salary.

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

5.81 Early Retirement (ERO) and Severance Payment Plan

In general, staff retirements shall be effective at the close of the regular school year. To receive maximum retirement benefits, teachers 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 teacher and have at least 15 years of credited service at Lemont Township High School District 210.

- The ERO eligible applicant aged 55-59 must provide 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.

- In consideration of the teacher's June 30 notice of ERO retirement and retirement, the District shall pay such applicant a post-retirement severance payment of $20,000.

- 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 recognize 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 eighty percent of a full-time assignment or more shall receive those insurance benefits afforded by the Board of Education to the full-time staff. Part-time teachers employed for less than eighty percent of a full-time assignment shall not receive any of the insurance benefits afforded to full-time staff, except that those teachers who were involuntarily reduced to a position of sixty percent or more shall continue to receive those insurance benefits afforded to full-time teachers. Part-time teachers, whether above or below eighty percent, shall be afforded a proportionate share, calculated on an hourly basis, of the sick leave and personal leave days granted to full-time employees. For example, using fifteen (15) days per year (6 hours each day), a full-time teacher would get 90 hours of leave per year, and a part-time teacher working a sixty percent assignment would get sixty percent of that leave, or 54 hours, per year.

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 by the participants as follows:

A. Annual fees will be shared equally by the participants of the program.

B. 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 teacher 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.

5.13 Teaching and Learning Night

It is the professional obligation and responsibility of teachers to be present at the Teaching & Learning event in the fall semester. In exchange for the time worked, a 1:00 p.m. dismissal will be in place on the Wednesday preceding Thanksgiving Day and the last day of final exams prior to Winter Break, provided that teachers shall fulfill all their professional duties/responsibilities prior to leaving for Thanksgiving and Winter Break, including, but not limited to, completing and submitting semester grades.

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 four (4) 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* (refer to Skyward Employee Access or teacher handbook for complete details of FMLA).

Parent/child-rearing leave will be granted within this general leave section in accordance with the Board Policy on Child-Rearing Leave (refer to Skyward Employee Access or teacher handbook for complete details).

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

A teacher 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

A teacher 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

A teacher 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. A teacher 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 teacher 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, quarantine at home, serious illness or death involving any member of the immediate family (as defined by the Illinois School Code) or household, or birth, adoption, or placement for adoption. 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 electronically to their Division Chair, the Principal, and the Superintendent for any medical leave.

7.21 Days of Entitlement - Medical Leave

Each full-time teacher 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 teacher 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 in accordance with 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

Teachers who exceed 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

The Board may require certification as a basis for pay during leave after an absence of five (5) days for personal illness or thirty (30) days for birth or as the Board may deem necessary in other cases. This certificate should confirm the teacher's need to miss work and his/her ability to return to full-time employment. If the Board does require a certificate as a basis for pay during leave of less than five (5) days for personal illness, the Board shall pay the expenses incurred by the teacher in obtaining the certificate. For paid leave for adoption or placement for adoption, the Board may require that the teacher provide evidence that the formal adoption process is underway, and such leave is limited to 30 days.

7.26 Unused Medical Leave - Retirement

Upon retirement from District 210, the District shall assist each teacher 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 teacher's work day. Teachers shall apply electronically to their Division Chair, the Principal, and 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 teacher 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 break 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 teacher 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 (5) such days. When the personal leave bank is at its maximum of five (5) 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

Teachers who exceed 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, a teacher, or group of teachers 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 a teacher 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 IX - NEGOTIATIONS PROCEDURE

9.1 Negotiations Provisions

The parties shall commence bargaining for a successor agreement on or before March 1 of the last year of the contract or such other date as the parties may mutually agree, and shall bargain as per the *Illinois Educational Labor Relations Act* and its Rules and Regulations.

ARTICLE X - EFFECTIVE AGREEMENT

10.1 Terms and Conditions

The terms and conditions set forth in this Agreement represent the full and complete understanding between the Board and the Association. The terms and conditions of this Agreement may be modified only through the written mutual consent of the Board and the Association.

10.2 Teacher Contracts

The terms and conditions of this Agreement shall be reflected in individual contracts or employment agreements.

10.3 Court Ruling

If any provisions of this Agreement are, or shall be at anytime contrary to statutory law or decisions of the Courts, or adversely affect the payment of state or federal funds to the District, or the recognition or accreditation of the District by the State Board of Education, then that provision shall be unenforceable while all other provisions of this Agreement shall continue in effect.

ARTICLE XI - PROFESSIONAL DUES

11.1 Dues Check-off

The Board will make available payroll deductions for professional dues as required in Section 24-21.1 of the School Code provided the Association indemnifies and holds harmless the Board from any and all claims, demands, suits, and costs incurred in

connection with any such claim, demand, or suit, resulting from any reasonable action taken or omitted by the employer for the purpose of complying with the provisions of this section.

ARTICLE XII - DURATION OF AGREEMENT

12.1 Length of Agreement

This Agreement shall be effective as of July 1, 2010, and shall continue in full force and effect through June 30, 2013.

ARTICLE XIII - EXECUTION OF AGREEMENT

This Agreement is signed this 10th day of May, 2010.

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

2010-2011 SALARY SCHEDULE (TRS Included) *(see footnotes 1 and 2)*							
Step	**BA+0**	**BA+15**	**MA+0**	**MA+15**	**MA+30**	**MA+45**	**CAS 2nd MA**
1	$48,443	$49,895	$54,071	$55,692	$57,364	$59,371	$61,152
2	$49,552	$51,038	$57,226	$58,943	$60,711	$62,533	$64,408
3	$50,939	$52,467	$58,543	$60,299	$62,107	$63,971	$65,891
4	$52,366	$53,937	$59,889	$61,685	$63,536	$65,442	$67,406
5	$53,831	$55,446	$61,266	$63,105	$64,998	$66,947	$68,956
6	$55,339	$56,999	$62,676	$64,556	$66,492	$68,487	$70,542
7	$56,888	$58,595	$64,117	$66,041	$68,021	$70,063	$72,164
8	$58,481	$60,235	$65,591	$67,560	$69,586	$71,674	$73,825
9	$60,119	$61,922	$67,101	$69,113	$71,187	$73,323	$75,522
10	$61,802	$63,656	$68,644	$70,703	$72,824	$75,008	$77,259
11	$63,532	$65,438	$70,223	$72,329	$74,499	$76,734	$79,036
12	$65,311	$67,271	$71,838	$73,993	$76,212	$78,498	$80,854
13	$67,140	$69,154	$73,484	$75,689	$77,965	$80,305	$82,714
14	$69,020	$71,090	$75,440	$77,703	$79,759	$82,152	$84,616
15	$70,608	$72,725	$77,446	$79,770	$81,592	$84,041	$86,562
16	$72,232	$74,398	$79,507	$81,891	$83,550	$85,974	$88,553
17	$73,893	$76,109	$81,574	$84,020	$85,500	$87,894	$90,531
18	$75,592	$77,860	$84,478	$87,012	$88,545	$91,024	$93,754
19	$77,331	$79,650	$86,725	$89,327	$90,900	$93,445	$96,248
20	$79,110	$81,482	$89,042	$91,713	$93,329	$95,941	$98,820
21	$80,929	$83,357	$90,645	$93,365	$95,009	$97,669	$100,599
22	$82,791	$85,274	$92,277	$95,045	$96,719	$99,426	$102,409
23	$84,695	$87,235	$93,937	$96,756	$98,461	$101,217	$104,253

Longevity Increment
Steps 24 and beyond $3,000

8.906 is TRS amount

2011-2012 SALARY SCHEDULE (TRS Included) *(see footnotes 1 and 2)*							
Step	**BA+0**	**BA+15**	**MA+0**	**MA+15**	**MA+30**	**MA+45**	**CAS 2nd MA**
1	$48,927	$50,394	$55,017	$56,667	$58,368	$60,707	$62,528
2	$49,856	$51,352	$57,798	$59,532	$61,318	$63,158	$65,053
3	$51,227	$52,763	$58,897	$60,664	$62,483	$64,358	$66,289
4	$52,661	$54,241	$60,527	$62,342	$64,213	$66,139	$68,124
5	$54,135	$55,760	$61,919	$63,777	$65,690	$67,660	$69,691
6	$55,652	$57,321	$63,343	$65,243	$67,200	$69,216	$71,293
7	$57,209	$58,926	$64,800	$66,744	$68,746	$70,809	$72,933
8	$58,811	$60,576	$66,290	$68,279	$70,327	$72,437	$74,611
9	$60,459	$62,272	$67,815	$69,850	$71,945	$74,104	$76,327
10	$62,151	$64,015	$69,375	$71,456	$73,600	$75,807	$78,082
11	$63,891	$65,808	$70,971	$73,100	$75,292	$77,551	$79,878
12	$65,680	$67,651	$72,603	$74,781	$77,024	$79,334	$81,715
13	$67,520	$69,545	$74,267	$76,495	$78,796	$81,160	$83,595
14	$69,410	$71,492	$75,972	$78,251	$80,608	$83,026	$85,517
15	$71,007	$73,136	$77,992	$80,332	$82,542	$84,936	$87,484
16	$72,640	$74,818	$80,067	$82,468	$84,356	$86,890	$89,496
17	$74,310	$76,539	$82,149	$84,613	$86,325	$88,856	$91,522
18	$76,020	$78,300	$84,184	$86,709	$88,236	$90,707	$93,428
19	$77,768	$80,101	$87,336	$89,957	$91,541	$94,104	$96,926
20	$79,557	$81,943	$89,634	$92,323	$93,950	$96,579	$99,477
21	$81,386	$83,828	$92,064	$94,826	$96,496	$99,197	$102,173
22	$83,258	$85,756	$93,721	$96,533	$98,233	$100,983	$104,012
23	$85,173	$87,728	$95,510	$98,270	$100,001	$102,801	$105,885

Longevity Increment
Steps 24 and beyond $3,000

,906
TRS

2012-2013 SALARY SCHEDULE (TRS Included) *(see footnotes 1 and 2)*							
Step	**BA+0**	**BA+15**	**MA+0**	**MA+15**	**MA+30**	**MA+45**	**CAS 2nd MA**
1	$49,416	$50,898	$56,117	$57,800	$59,535	$61,921	$63,778
2	$50,579	$52,097	$58,954	$60,723	$62,544	$64,421	$66,354
3	$51,842	$53,396	$59,751	$61,543	$63,389	$65,291	$67,250
4	$53,267	$54,865	$61,241	$63,078	$64,970	$66,920	$68,928
5	$54,758	$56,401	$62,940	$64,829	$66,774	$68,777	$70,841
6	$56,292	$57,980	$64,388	$66,320	$68,309	$70,358	$72,470
7	$57,867	$59,604	$65,869	$67,845	$69,880	$71,977	$74,136
8	$59,488	$61,272	$67,384	$69,406	$71,487	$73,632	$75,842
9	$61,154	$62,988	$68,934	$71,002	$73,132	$75,326	$77,586
10	$62,866	$64,752	$70,520	$72,635	$74,814	$77,058	$79,370
11	$64,626	$66,565	$72,142	$74,306	$76,534	$78,831	$81,196
12	$66,435	$68,429	$73,801	$76,015	$78,295	$80,643	$83,063
13	$68,296	$70,345	$75,492	$77,757	$80,096	$82,499	$84,974
14	$70,208	$72,314	$77,225	$79,542	$81,938	$84,396	$86,928
15	$71,823	$73,977	$78,998	$81,369	$83,822	$86,337	$88,928
16	$73,475	$75,679	$81,100	$83,532	$85,832	$88,323	$90,973
17	$75,165	$77,419	$83,246	$85,742	$87,705	$90,339	$93,049
18	$76,894	$79,200	$85,270	$87,827	$89,604	$92,231	$94,997
19	$78,662	$81,022	$87,620	$90,249	$91,838	$94,410	$96,604
20	$80,472	$82,885	$89,956	$92,655	$94,287	$96,927	$99,834
21	$82,322	$84,792	$93,205	$96,002	$97,692	$100,427	$103,440
22	$84,216	$86,742	$95,736	$98,608	$100,345	$103,154	$106,248
23	$86,153	$88,737	$97,459	$100,383	$102,152	$105,011	$108,161

Longevity Increment
Steps 24 and beyond $3,000

Appendix A - Footnotes

1. Based on approved scattergrams dated December 1, 2009 for the 2009-2010 school year equaling a base cost of $7,741,790, new schedules shall equal:

2010-2011	3.00% (including step)
2011-2012	3.25% (including step)
2012-2013	3.70% (Including step)

2. All lane headings that represent credit hours after a certain degree (e.g., BA+15) are in reference to semester hours. Any credit hours based on quarter hours should be converted to semester hours using the following formula: 1 semester hour equals 1.5 quarter hours.

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.

Step	2010-2011	2011-2012	2012-2013
1	$ 48,443	$ 48,927	$ 49,416
2	$ 49,552	$ 49,856	$ 50,579
3	$ 50,939	$ 51,227	$ 51,842
4	$ 52,366	$ 52,661	$ 53,267
5	$ 53,831	$ 54,135	$ 54,758
6	$ 55,339	$ 55,652	$ 56,292
7	$ 56,888	$ 57,209	$ 57,867
8	$ 58,481	$ 58,811	$ 59,488
9	$ 60,119	$ 60,459	$ 61,154
10	$ 61,802	$ 62,151	$ 62,866

LEMONT TOWNSHIP HIGH SCHOOL DISTRICT 210

Clubs and Activities

Sub-Category:	I	Management		
Parameters:	*A*	*Level of Responsibility*		
	B	*Student Impact*		
	8	Activities Director	8	PAC Manager

Sub-Category:	II	Competitive - EC							
Parameters:	*A*	*Length of Season*							
	B	*Number of Competitions*							
	C	*Level of Responsibility*							
	D	*Student Impact*							
	8	Mathletes	5	Chess	4	FBLA	3	Bass Fishing	
	8	Speech	5	Contest Play	4	Robotics	3	JETS	
			5	Group Interpretation	4	Scholastic Bowl	3	WYSE	
			5	Mathletes Assistant					
			5	Speech Assistant					

Sub-Category:	III	Performance - EC				
Parameters:	*A*	*Length of Season*				
	B	*Level of Responsibility*				
	C	*Student Impact*				
	7	Drama Club - Children's Play Director	5	Drama Club - Children's Play Technical/Assistant Director	4	Drama Club - Children's Play Set Construction
	7	Drama Club - Fall Play Director	5	Drama Club - Fall Play Technical/Assistant Director	4	Drama Club - Fall Play Set Construction
	7	Drama Club - Winter Play Director	5	Drama Club - Winter Play Technical/Assistant Director	4	Drama Club - Winter Play Set Construction
			5	Musical Accompanist	4	Musical Set Construction
			5	Musical Acting Director	4	Musical Technical/Assistant Director
			5	Musical Choreographer		
			5	Musical Orchestra Director		
			5	Musical Producer		
			5	Musical Vocal Director		

Sub-Category:	IV	Co-Curricular						
Parameters:	*A*	*Competitive/Non-Competitive*						
	B	*Length of Program/Season*						
	C	*Level of Responsibility*						
	D	*Student Impact*						
	13	Marching Band	7	Concert Band	5	Concert Band Assistant	4	Creative Writing Journal
			9	Marching Band Assistant	5	Newspaper	3	Great Books - Freshman*
							3	Great Books - Sophomore*
							3	Great Books - Junior*
							3	Great Books - Senior*
							*	add 1% for great books head

Sub-Category:	V	Service/Academic/Other						
Parameters:	*A*	*Number of Meetings/Events*						
	B	*Level of Responsibility*						
	C	*Student Impact*						
	11	Yearbook	6	CSFE	4	Class Sponsor - Junior	3	Art Club
			8	Student Council	4	Foreign Language Club	3	Class Sponsor - Freshman
			8	National Honor Society	4	Photography	3	Class Sponsor - Sophomore
					4	Science Club	3	Class Sponsor - Senior
					4	Student Council Assistant	3	Gay Straight Alliance
					4	National English Honor Society	3	Science Fiction Club
					4	Social Studies Club		

Clubs and Activities (cont.)

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

$38.82 per hour (w/ TRS)

Summer School Teaching; Curriculum/Instruction Projects (Pro-rated to an hourly basis):

$34.22 per hour (w/ TRS)

Saturday Detention Program (Pro-rated to an hourly basis):

$30.91 per hour (w/ TRS)

Substituting for Lunch Room Supervision (Pro-rated to an hourly basis):

$30.35 per hour (w/ TRS)

After School Detention Supervision or Substituting for After School Detention Program (Pro-rated to an hourly basis):

$27.59 per hour (w/ TRS)

NOTE: Rates take effect on the first day of school in the respective years.

LEMONT TOWNSHIP HIGH SCHOOL DIST. 210

Athletics

Percent	Position Title
12	Assistant Athletic Director
9	Athletics Conditioning
9	Athletics Strength
12	Boys Baseball (Head)
8	Boys Baseball Assistant
16	Boys Basketball (Head)
10	Boys Basketball Assistant
12	Boys Bowling (Head)
16	Boys Football (Head)
10	Boys Football Assistant
12	Boys Golf (Head)
8	Boys Golf Assistant
12	Boys Soccer (Head)
8	Boys Soccer Assistant
12	Boys Tennis (Head)
8	Boys Tennis Assistant
12	*Boys Track (Head)
8	*Boys Track Assistant
12	Boys Volleyball (Head)
10	Boys Volleyball Assistant
16	Boys Wrestling (Head)
10	Boys Wrestling Assistant
12	Coed Cross Country (Head)
8	Coed Cross Country Assistant
16	Girls Basketball (Head)

10	Girls Basketball Assistant
12	Girls Bowling (Head)
8	Girls Bowling Assistant
7	Girls Cheerleading (Fall) (Head)
4	Girls Cheerleading (Fall) Assistant
7	Girls Cheerleading (Winter) (Head)
4	Girls Cheerleading (Winter) Assistant
12	Girls Golf (Head)
5	Girls Poms (Fall) (Head)
3	Girls Poms (Fall) Assistant
6	Girls Poms (Winter) (Head)
3.5	Girls Poms (Winter) Assistant
12	Girls Soccer (Head)
8	Girls Soccer Assistant
12	Girls Softball (Head)
8	Girls Softball Assistant
12	Girls Swimming (Head)
8	Girls Swimming Assistant
12	Girls Tennis (Head)
8	Girls Tennis Assistant
12	*Girls Track (Head)
8	*Girls Track Assistant
16	Girls Volleyball (Head)
10	Girls Volleyball Assistant

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

Event Supervisors

(all amounts are per event and include TRS)

Athletic and PAC Ticket Sellers	$49.67
Bus Sponsors	$55.19
Chaperones and Supervisors	$49.67
Timer, Scorer, Announcer and Supervisor:	
Football	$66.23
Track	$55.19
All PAC events & sports other than Football and Track	$49.67

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.

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

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.

Summer School Staff Selection Procedures

1. The summer school director shall distribute annually by April 15, to each teacher an inquiry form that shall be completed no later than April 30 by any teacher who would be available for summer school teaching. Failure of interested teachers to respond by April 30 shall free the District from any obligation to consider that teacher for summer school teaching.

2. Summer school teaching assignments shall first be filled by qualified District 210 teachers. First priority shall be given to teachers within the department offering the summer school course. Second priority shall be given to District teachers and staff who are qualified in the subject area of the course. For purposes of this paragraph, "qualified" shall include ISBE certification, endorsements and other ISBE legal qualifications, and/or federal "highly qualified" requirements.

3. The summer school director shall notify selected teachers of their tentative assignments (contingent upon enrollment) no later than ten business days before the opening date of the summer session and of any subsequent assignment changes (such as cancellation of the class due to lack of enrollment) as soon as feasible.

4. The teacher workday shall be the length of class and an additional one half hour of plan and prep time.

Appendix C - Promissory Note

Employee Name: _____

Date: _____

I have requested to participate in the Ordinary Retirement Plan (the "Plan") as contained in Article 5.8 of the Collective Bargaining Agreement.

As a condition of participation in the Plan, I understand that I must meet all of the requirements of Article 5.8, which include among them the following pertinent part:

The applicant has submitted a signed promissory note (in the form appearing as Appendix C to this Agreement) wherein the teacher promises to pay back the difference between the total salary enhancements received under this plan minus the actual salary the teacher would have received in accordance with the regular salary schedule of the District, if a change in the teacher's retirement date results in any TRS penalty to the District;

In the event that I decide to retire earlier than indicated in my initial notice of retirement, I understand that I must reimburse the District for any retirement salary enhancements the District paid if my decision to retire early will cause the District to pay an "excess salary contribution" or an Early Retirement Option ("ERO") contribution to TRS. If my retirement causes the District to pay an "excess salary contribution" or ERO contribution to TRS, I will repay to the District an amount equal to the difference between the retirement salary enhancement minus my ordinary, creditable earnings had I not participated in the Program. Such repayment shall be made by equal payroll deductions for the remainder of the school year in which I notify the Board of Education of my inability to fulfill the terms of the agreement. In the event that there are no remaining payroll checks due to me, any amount due to the Board of Education will be repaid over a time period mutually agreed between the employee and the District. In the absence of an agreement, any amount due to the Board of Education will be repaid in twelve (12) equal monthly payments over the course of one (1) calendar year beginning July 1 following retirement.

I agree that should I default in the above referenced payment, I hereby waive any notice of default and service of process and confess to a judgment that may be entered against me in a court of competent jurisdiction. I further agree that in the event of a default of this Promissory Note I will pay all costs and fees incurred by the Board of Education in collecting the balance due. By signing this agreement, I agree to the terms stated above. Failure to return this agreement will negate my request for participation in the Plan. I freely consent to the terms of this Agreement.

_____ _____

Name Date

TO: **Members of the Association of Lemont Teachers**

FROM: **Sandy Doebert, Superintendent**

SUBJECT: **Memorandum of Understanding**
2006/2007 Faculty Work Day

DATE: **January 27, 2010**

This document constitutes a written memorandum to outline the non-contractual parameters of the faculty work day. This same information will be present in the Employee Handbook redeveloped for the faculty beginning with the 2006-7 school year.

School Year

The regular school year for faculty members will consist of 176 pupil attendance days and four (4) teacher institute days. Five (5) emergency days will be also present in the official school calendar to allow for emergency contingencies such as "snow days" when school must be cancelled due to weather Or other emergency conditions and then the day made up in accordance with the school code. If these emergency days are not used, the calendar will be updated each spring to reflect that change. Select faculty members may work additional days beyond the regular school year as part of additional responsibilities for which they receive a stipend or as a result of their personal choice.

School Day

The regular school day for faculty members will begin at a minimum of 25 minutes before the start of the first class and 14 minutes after the end of the last period. Currently, this results in a regular school day that begins at 7:35 and ends at 2:51. Select faculty members may work additional time beyond the regular school day as part of additional responsibilities for which they receive a stipend or as a result of their personal choice.

Within the regular school day each faculty member will have the opportunity for a duty free lunch that is equal in length to a student's lunch period. Select faculty members may opt to work during that period at their own discretion. Faculty members that opt to be employed for lunch duty will be paid an additional stipend as outlined in the Agreement between the ALT and the District.

A teacher will teach for six (6) blocks out of every eight (8) block period of time. The remaining two (2) blocks are reserved for plan and preparations. Currently, blocks are 87 minutes in length. Select faculty members may opt to substitute for other staff members during their plan and prep time upon request. Teachers assigned to teach more than six (6) blocks will receive an additional $1/6^{th}$ of their salary for each block taught beyond six (6).

Professional Learning Communities (PLC's) are considered a professional responsibility of all faculty members. Each faculty member is expected to serve on at least one PLC. The Professional Learning Community period is currently held on most Wednesday mornings for 45 minutes from 7:45-8:30 with an attempt to avoid weeks with altered schedules such as the last week of each semester when finals are given. Members of individual PLC's may choose to spend additional time in this collaborative activity.

By agreement of the Board of Education and the Association of Lemont Teachers, this Memorandum shall be considered non-contractual in nature, is provided for informational purposes only and may be changed from time to time, subject to the negotiation rights of the Association as may be required by law. Therefore, this Memorandum shall not be subject to the grievance and arbitration provisions of the Collective Bargaining Agreement.

This Memorandum of Understanding is signed this 10th day of May, 2010.

IN WITNESS THEREOF:

For the Association of the Lemont Teachers:

President

Secretary

For the Board of Education of School District 210:

President

Secretary

TO: **Sandy Doebert, Superintendent**
Lemont High School District 210 Board of Education

FROM: **Members of the Association of Lemont Teachers**

SUBJECT: **Memorandum of Understanding**
Ad hoc Extra-Curricular Committee

DATE: **January 27, 2010**

This document constitutes a written memorandum to outline the agreement between the Association of Lemont Teachers (ALT) and the Administration of District 210 relating to the formation and function of an ad hoc extra-curricular committee.

Extra Curricular Committee:

1. A committee shall be formed as an advisory body to discuss extra-curricular positions and compensation and to make non-binding recommendations to the administration regarding same. The advisory committee will also discuss and make recommendations to amend the extra-curricular rubric as needed. This committee shall consist of no fewer than three members of ALT (of which at least two shall be from the negotiation team) and no fewer than three members of the administration.
2. The committee shall meet on an as needed/as requested basis. Meeting requests can be initiated by either ALT or the administration.
3. The committee shall provide input on changes to compensation for existing extra-curricular clubs and organizations. No change in compensation for items expressly included in the Agreement will occur unless the change is ratified by the ALT executive board and the District 210 Board.
4. When a new club/activity not contained in the Agreement is approved by the administration/board, the committee shall meet before the end of the academic year to provide input to the administration on the compensation for the sponsor of the new club.
5. All changes to take effect at the beginning of the next academic year.
6. The committee shall use the rubric created by the committee in January 2010, which may be revisited for revision by the committee as needed, to annually evaluate the effectiveness of the clubs and organizations in the areas of:
    a. Competitiveness (as applicable)
    b. Length of season/program
    c. Level of responsibility
    d. Number of competitions (as applicable)
    e. Number of meetings/events
    f. Professional competitive rates (as applicable)
    g. Student impact

    The committee shall provide an annual report of these evaluations to the administration, the Board, and the ALT executive board.
7. The committee shall develop and draft proposed job descriptions for the sponsors of each club and organization. Such job descriptions are merely advisory and may be used by the administration and the ALT executive board as they deem appropriate.

By agreement of the Association of Lemont Teachers and the Board of Education, this Memorandum shall be considered non-contractual in nature and therefore not subject to the grievance and arbitration procedures set forth in the Collective Bargaining Agreement, but is subject to the negotiation rights of the Association as may be required by law (i.e., the Board must bargain economic decisions and the impact of non-economic decisions).

This Memorandum of Understanding is signed this 10th day of May, 2010.

IN WITNESS THEREOF:

For the Association of the Lemont Teachers:

President

Secretary

For the Board of Education of School District 210:

President

Secretary

TO: **Members of the Association of Lemont Teachers**

FROM: **Sandy Doebert, Superintendent**

SUBJECT: **Memorandum of Understanding**
Step Advancement Following Removal of Salary Freezes

DATE: **January 27, 2010**

In the 2006-2010 Agreement, teachers hired by the District on or after September, 1973 were required to complete an M.A. degree in their teaching or related area within a period of six (6) years from their initial employment. Failure to comply with this policy would result in a salary freeze of the six year salary schedule line. Similarly, teachers employed after 1965 could not progress beyond the fourteenth year B.A. salary schedule lane without movement to the M.A. lane.

Effective the 2010-2011 school year, teachers will no longer be required to complete a M.A. degree within those time frames. Any teachers employed eighty percent of a full-time assignment or more who were previously frozen shall be eligible to move a step on an annual basis, but shall not be permitted to recapture any previously lost steps.

Grandfather Provision: The teachers employed eighty percent of a full-time assignment or more who were frozen as of the 2009-2010 school year but subsequently obtain a M.A. degree shall be placed at the step they would have attained through accumulated experience had they never been frozen.

This Memorandum of Understanding is signed this 10th day of May, 2010.

IN WITNESS THEREOF:

For the Association of the Lemont Teachers:

President

Secretary

For the Board of Education of School District 210:

President

Secretary

TO: **Members of the Association of Lemont Teachers**

FROM: **Sandy Doebert, Superintendent**

SUBJECT: **Memorandum of Understanding**
Insurance Benefits for those Part-Time Teachers Currently Governed by 60% Rule

DATE: **January 27, 2010**

In the 2006-2010 Agreement, part-time teachers who were employed sixty percent of a full-time assignment or more received the same insurance benefits as full-time teachers. Effective the 2010-2011 school year, the three (3) part-time teachers who worked more than sixty percent but less than one hundred percent during the 2009-2010 school year (Kathleen Fiala-Cline, Sandra Henderson, and Stephanie Bushnell) shall continue to receive the same insurance benefits as full-time teachers unless and until they make a voluntary decision to move to an assignment of less than sixty percent, in which case they will henceforth be governed by the new eighty percent rule set forth in Section 5.91 of the Agreement. These three (3) part-time teachers shall be entitled to sick and personal days as set forth in Section 5.91 of the Agreement.

This Memorandum of Understanding is signed this 10th day of May, 2010.

IN WITNESS THEREOF:

For the Association of the Lemont Teachers:

President

Secretary

For the Board of Education of School District 210:

President

Secretary

TO: **Members of the Association of Lemont Teachers**

FROM: **Sandy Doebert, Superintendent**

SUBJECT: **Memorandum of Understanding**
Calculation of Salary for Individuals on Half Steps

DATE: **January 27, 2010**

During the 2009-2010 school year, three (3) individuals (Cindy Kennedy, Jan Keogh, and Dave Michalak) sat on half steps for salary purposes. These three (3) individuals will be paid to their highest fully-completed step. For example, an individual at Step 24½ will be paid at Step 24.

This Memorandum of Understanding is signed this 10th day of May, 2010.

IN WITNESS THEREOF:

For the Association of the Lemont Teachers:

President

Secretary

For the Board of Education of School District 210:

President

Secretary

TO: **Members of the Association of Lemont Teachers**

FROM: **Sandy Doebert, Superintendent**

SUBJECT: **Memorandum of Understanding**
Activities Director Stipend

DATE: **January 27, 2010**

The Activities Director during the 2009-2010 school year, Ken Ferry, provided he continues to serve in that role until his retirement, shall be grandfathered at the previous 12% rate until his retirement in 2013.

This Memorandum of Understanding is signed this 10th day of May, 2010.

IN WITNESS THEREOF:

For the Association of the Lemont Teachers:

President

Secretary

For the Board of Education of School District 210:

President

Secretary

TO: **Members of the Association of Lemont Teachers**

FROM: **Sandy Doebert, Superintendent**

SUBJECT: **Memorandum of Understanding**
Tuition Reimbursement and Lane Advancement for Current Doctoral Candidates

DATE: **January 27, 2010**

Those two teachers who, at the end of the 2009-2010 school year, were in the process of completing a doctoral program approved by the Superintendent, Sandra Kramer Henderson and Karen Alemen, shall continue to be eligible for tuition reimbursement from the Board of Education up to a maximum of $150 per credit hour or the maximum of $100 per quarter hour for each course pre-approved by the Superintendent under 5.65. Upon attainment of their respective degrees under their current pre-approved doctoral programs, these teachers' tuition reimbursement will henceforth be governed by Section 5.61 of the Agreement.

The deletion of doctoral degrees from the salary schedule notwithstanding, the two teachers named above shall nevertheless be entitled to advance to the CAS/2nd MA Lane after submitting to the Board appropriate evidence of their attainment of their respective degrees under their current pre-approved doctoral programs.

This Memorandum of Understanding is signed this 10th day of May, 2010.

IN WITNESS THEREOF:

For the Association of the Lemont Teachers:

President

Secretary

For the Board of Education of School District 210:

President

Secretary

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TO: **Members of the Association of Lemont Teachers**

FROM: **Dr. Mary Ticknor, Superintendent** MT

SUBJECT: **Memorandum of Understanding**
Drama Club Set Construction Stipend for Fall, Winter, Children's Plays and Musical Productions

DATE: **November 19, 2012**

In the *2010-2013 Agreement Between Lemont Township High School District 210 and the Association of Lemont Teachers,* the Drama Club Set Construction stipend rate is listed at 4% for each production (fall, winter, and children's plays as well as the musical). Both parties acknowledge this stipend rate of 4% is applicable to bargaining unit members who do not teach LHS Theatre Tech classes.

Effective the 2012-2013 school year, the Drama Club Set Construction stipend rate shall be 3% if the set construction position for any of the productions is filled by a bargaining unit member who also concurrently teaches Theatre Tech classes.

This Memorandum of Understanding is signed this 19th day of November, 2012.

IN WITNESS THEREOF:

For the Association of the Lemont Teachers:

President

Secretary

For the Board of Education of School District 210:

President

Secretary

expenditures which were excluded in determining the fair share. The amount certified by the Union shall not include any fees for contributions related to the election or support of any candidate for political office.

The Union shall indemnify and hold harmless the Board, it's members, officers, agents, and employees, from and against any and all claims, demands, actions, complaints, suits, or other action, taken by the Board for the purposes of complying with the above provisions of this Article.

Article XVIII – Probation – Termination – Layoff

New employees are subject to a six month probationary period during which time the employee shall demonstrate ability and demeanor satisfactory to the employer. During the probationary period, the Board may release such employee at its sole discretion without giving rise to a grievance. No employee shall acquire seniority rights until the probationary period shall be completed. If the employee remains in the employ of the Board beyond that time the employee shall have seniority dated from the first day of employment. For this purpose a partial day worked shall be considered a full day. If more than one employee is hired on any one day and no determination can be made as who is senior, the determination shall be made by lot.

Employees hired into one of the classifications covered under this Agreement who have continuous prior employment in another position within the school shall have the total of such continuous employment counted for purpose of vacation or sick leave accrual.

General seniority shall date from the date of original entry into one of the classifications of the Bargaining Unit.

Classification seniority shall be considered to be all seniority earned in a classification and shall date from the date of the most recent entry into a classification covered by this Agreement.

All seniority shall terminate under one of the following conditions:

a. Resignation
b. Discharge for just cause
c. Acceptance of a pension due to service from the Board
d. Failure to return from an authorized leave
e. Failure to return from a lay-off within the prescribed time

Layoff shall be in accordance with classification seniority should a reduction in force become necessary. The affected employee shall immediately exercise general seniority to bump the junior general seniority employee in a lower level, pay rate, or shall accept the lay-off. The reverse procedure shall be followed for

recall before any new people are employed. Employees laid off from any classification shall not lose seniority or benefits held at time of lay-off. Said employee upon being notified, must report within fifteen (15) working days to retain his/her seniority. Failure to report within fifteen (15) working days, or failure to make arrangements to return satisfactory to the employer within that period will forfeit all rights of seniority.
Employees who are to be laid off, following the above described procedure, shall be given fifteen (15) working days notice or fifteen (15) days pay. It is the intention that employees so affected will have as much advance notice as possible.

Article XIX – Promotion – Transfer

It shall be the policy of the school district to inform all Bargaining Unit employees of new positions or vacancies in positions already established. Any Bargaining Unit employee shall have the opportunity to apply for such a position. Any Bargaining Unit employee who applies for and is appointed to such a position is subject to a six month probationary period during which time the employee shall demonstrate ability and demeanor satisfactory to the employer. During the probationary period, the Board may return such employee to his or her previous position at the current rate of pay for that position at its sole discretion without giving rise to a grievance.

Article XX – Personnel File

Upon written request an employee shall have the right to review and have reproduced at his/her own expense all the material in the employees personnel file (except prior job references and the reports of personal conferences). Such review and reproduction shall be in the presence of a representative of the Superintendent.

An employee shall have the right to insert material in the employee's personnel file that is relevant to the employee's service including the right to reply to any material in the personnel file at any time.

No material derogatory to an individual's conduct, service, character or personality shall be placed in an employee's personnel file unless the employee receives a copy of such material, and notification the said material is being placed in the file. Such material may not be used as proof of a propensity to commit such act(s) but may be considered in determining the appropriate level of progressive discipline.

Article XXI – Duration of Agreement

This Agreement shall become effective on July 1, 2011 and shall continue in full force and effect through June 30, 2015 and from year to year thereafter unless sixty (60) days prior to June, 2015, or sixty (60) days prior to June 30th of any year there-after, the Board of Education of District 210 notifies the Union or the

Union notifies the Board of Education if its desire to make certain changes or amendments to this Agreement. If the parties are unable to agree upon the proposed changes or amendments on or before the 30th day of June next following the date in which notice is given, this Agreement shall expire on such 30th day of June unless both parties to this Agreement agree to extend the Agreement.

Notice to change or amend this Agreement shall be in writing to the President of Local No. 1 or to the Superintendent of District 210.

This Agreement is made in duplicate and each copy is an original.

Executed at Lemont, Illinois, this 1st day of July, 2011

Board of Education Representative	Local No. 1 Representative
_____	_____
Beverly Marzec President	Timothy P. Healy Vice President