Fwd: Records request for study at Yale University

3 messages

Luis Correa <lcorrea@d56.org> Wed, Oct 28, 2026 at 2:28 PM
To: Aurora Orozco <aorozco@d56.org>

---------- Forwarded message ---------
From: **Biasi, Barbara** <barbara.biasi@yale.edu>
Date: Wed, Oct 28, 2026 at 1:51 PM
Subject: Records request for study at Yale University
To: lcorrea@d56.org <lcorrea@d56.org>

Dear FOIA Officer,

My name is Barbara Biasi and I am an Associate Professor of Economics at Yale University. As part of a research project on teacher compensation across districts over time, I am compiling a database of collective bargaining agreements covering U.S. public school teachers over the past twenty years.

Under the Illinois Freedom of Information Act (5 ILCS 140), I am requesting copies of the following public records of Gurnee School District 56:

1. Each collective bargaining agreements between Gurnee School District 56 and the teachers' union, covering the certificated (teacher) bargaining unit and in effect at any time between 2001 and 2017. These may also be called master agreements, negotiated agreements, professional agreements, or contracts. I have located some agreements but am missing those covering 2001-2017.

2. Any memorandum of understanding, extensions, reopeners, or tentative agreements that amended those agreements during the same period.

3. The certificated salary schedules attached to or adopted under those agreements.

Electronic copies, preferably PDFs, are welcome, including scans of signed originals. Please send them to barbara.biasi@yale.edu. If the records are available online, links to the relevant documents would also be helpful.

If any part of this request is unclear or would require substantial effort to fulfill, please let me know so I can clarify or narrow it. If fees are expected to exceed $25 please contact me before incurring those charges.

These records will be used solely for academic research; this request is not for a commercial purpose.

Thank you for your time and assistance.

Barbara Biasi

Professor, Yale School of Management

barbara.biasi@yale.edu

Aurora Orozco <aorozco@d56.org> Fri, Oct 30, 2026 at 10:12 AM
To: barbara.biasi@yale.edu
Cc: Luis Correa <lcorrea@d56.org>

Good morning, Professor Biasi,

Thank you for your FOIA request.

Attached are the collective bargaining agreements for Gurnee School District 56 in response to your request.

Please let me know if you have any questions.

Thank you,
Aurora Orozco
Gurnee School District 56

[Quoted text hidden]

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" We are not myths of the past, ruins in the jungle, or zoos. We are people and we want to be respected not to be victims of intolerance and racism." -Rigoberta Menchu

4 attachments

GU CBA 2008-11 Extension Final.pdf
217K

Gurnee Teachers CBA 2016-2019.pdf
798K

Gurnee Teachers CBA 2013-2016.pdf
214K

Gurnee Teachers CBA 2001-2003.pdf
468K

Biasi, Barbara <barbara.biasi@yale.edu> Fri, Oct 30, 2026 at 10:25 AM
To: Aurora Orozco <aorozco@d56.org>

Thanks!
—

Barbara Biasi
Associate Professor of Economics, Yale School of Management
http://www.barbarabiasi.com
barbara.biasi@yale.edu

On Oct 30, 2026, at 11:13 AM, Aurora Orozco <aorozco@d56.org> wrote:

AGREEMENT

BETWEEN THE

BOARD OF EDUCATION

GURNEE SCHOOL DISTRICT #56
LAKE COUNTY, ILLINOIS

AND THE

GURNEE FEDERATION OF TEACHERS

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

FOR THE SCHOOL YEARS
2005 - 2006
2006 - 2007
2007 – 2008
2008-2009 Extension
2009-2010 Extension
2010-2011 Extension

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ARTICLE I

RECOGNITION

1.1 Recognition

A. The Board of Education of District 56, Lake County, Illinois, hereinafter referred to as the "Board," hereby recognizes the Gurnee Federation of Teachers, a Council of the Lake County Federation of Teachers, Local 504, IFT-AFT/AFL-CIO, hereinafter referred to as the "Union" as the sole and exclusive negotiating agent for all regularly employed full-time certificated teaching personnel, certified nurses, social workers, and all regular full and part-time psychologists. The intent shall be to exclude from the bargaining unit: Administrators (including Superintendent, the Superintendent's staff and assistants, principals, and all other administrators), counselors, teacher aides, clerks, any employee who spends more than fifty percent (50%) of his/her time supervising other teachers, and all other non-teaching staff.

B. Teachers regularly employed on a part-time basis shall be recognized as members of the bargaining unit, but benefits extended to such teachers shall be apportioned fractionally consistent with their part-time status where possible. Substitute teachers shall not be included in this group and shall be excluded from the bargaining unit.

C. The term "teacher" when used hereinafter in this Agreement shall refer to members of the bargaining unit as defined above.

D. The Board agrees not to negotiate with any teacher's organization other than the Union during the life of this Agreement. The Board further agrees not to negotiate with any individual teacher on matters covered in the four corners of this Agreement during the life of this Agreement.

E. Individual teacher contracts shall conform to the provisions of this Agreement.

1.2 Freedom to Join the Union

The Board shall not discriminate against any teacher by reason of his membership in the Union. Neither shall the Union discriminate against any teacher by reason of his non-membership in the Union.

1.3 Resolution of Questions

The Superintendent or his/her designee shall meet at least once a month with the President of the Union or his/her designee, for the purpose of discussing questions. Such meetings shall be at a mutually agreeable time and place.

The Union President or designee shall be given the opportunity during a regular Board meeting to address the Board briefly, provided such remarks shall exclude any references to grievances or negotiations then in process, and provided further that the Superintendent be advised in writing of the substance of such remarks at least four (4) calendar days in advance of the meeting.

It is understood that where discussions covered under Paragraph 1 are forwarded to the Board by the Superintendent and Union, said discussions shall be excluded under Paragraph 2 of this Section.

1.4 Educational Issues Committee

A joint Educational Issues Committee shall be established consisting of four (4) teachers appointed by the Union President or designee and four (4) persons appointed by the Superintendent or designee, at least one (1) of whom shall not be a building principal. The EIC shall meet within ten (10) working days of a written request for such meeting, provided such request shall be accompanied by the proposed agenda which shall be discussed during the meeting and that, except by mutual consent, there shall be no obligation to meet more frequently than once each two (2) calendar months. The agenda shall not include individual personnel items, any pending grievance or any pending item being negotiated. The District shall provide to the Union president a written response to concerns raised by the Union during the EIC meeting within ten (10) school days of such meeting unless otherwise agreed upon between the District and the Union.

1.5 Early Release Days Committee

An Early Release Days Committee shall be established during the 2007-2008 school year consisting of equal numbers of teachers and administrations. The ERDC shall be responsible for assisting in determining the content of early release days during the 2007-2008 school year subject to approval by the Board of Education. The ERDC shall also be responsible for seeking additional early release days for 2008-2009 and subsequent school years pending approval by the Board of Education.

ARTICLE II

PAYROLL DEDUCTIONS

2.1 Dues Deduction

A. Any teacher who is a member of the Union may sign and deliver to the Board office an assignment authorizing deduction of Union dues in an amount specified by Local 504. The assignment shall specify the total amount of annual and monthly dues. Such authorization and assignment shall continue in effect from year to year unless canceled in writing by the originating teacher prior to October 1 of any new school year. Termination of employment for any reason shall constitute revocation of authorization for dues deduction.

B. The Board shall deduct monthly dues beginning in October and continuing through June when assignment cards have been received, providing that the Board has no responsibility for collecting past or overdue dues. It shall be the responsibility of the Union to collect directly from the teachers:

1. Dues owed after cancellation of a deduction authorization.

2. Dues owed before the time the deduction authorization became effective.

3. Dues missed because of insufficient earnings.

C. The Board shall remit monthly to the Treasurer of the Union the total amount of money deducted for that period. The first such payment shall be made by October 28 of any school year and by the 28th of each month thereafter. Such remittance shall be accompanied by a listing of the names of teachers from whose salary the dues were deducted.

2.2 Fair Share

All teachers covered by this Agreement who are not members of the Union shall pay to the Union their fair share of the cost of the services rendered by the Union that are chargeable to non-members under state and federal law.

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

This fair share agreement shall safeguard the right of non-association of teachers based upon bona fide religious tenets or teaching of a church or religious body of which such teachers are members. Such teachers may be required to pay an amount equal to their fair share under this Agreement to a non-religious charitable organization mutually agreed upon by the teachers affected and the Union, or if no mutual agreement is reached, from an approved list of charitable organizations established

by the Illinois Educational Labor Relations Board. Non-member teachers who object to the amount of the fair share fee have the right to file an unfair labor practice charge against the Union pursuant to Paragraph 1714(b)(1) of the Illinois Educational Labor Relations Act. The Union and the Board shall comply with the fair share rules of the IELRB.

2.3 COPE Deduction

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

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

2.4 Other Deductions

The Board shall without charge, and upon written request, deduct from the respective employee salary such payments as directed for selected annuity programs, investment funds and group insurance programs.

New teachers not covered by annuity programs, investment funds, or group insurance programs may participate either in existing programs or in new programs. New programs must comply with District 56 requirements for approved programs.

In the event the Union becomes liable for any claims, demands, suits, or other forms of action because of its compliance with this provision, the Board agrees to immediately increase the maximum number of programs and decrease the total number of teachers needed to start a new program in order to meet the substance of said action.

2.5 Hold Harmless

The Union agrees to indemnify and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Board for the purpose of complying with any of the provisions of this Article or in reliance of any assignment furnished under the provisions of this Article.

ARTICLE III

UNION TEACHER RIGHTS

3.1 Union Announcements

The Union shall be permitted to communicate through the intra-district mail system if such system exists. The Union also shall be permitted to communicate through use of teacher mailboxes for legal Union business. A bulletin board reserved for Legal Union Activity announcements shall be provided in each school.

3.2 Use of Facilities

The Board and/or the Superintendent shall grant the Union use of school facilities for Union meetings, at reasonable times and providing no other scheduled events conflict, subject to the following conditions:

A. Request for use of facilities shall be made to the Superintendent at least twenty-four (24) hours in advance of proposed use.

B. Nothing herein shall prevent the Board from charging reasonable fees for use of school facilities where costs are incurred.

C. It is understood by the parties that no more than one (1) meeting per month should be necessary.

3.3 Dissemination of Information

The Board shall furnish the Union President, in response to reasonable requests, readily available public information.

3.4 Student Discipline

A. A teacher may exclude a pupil from a class period when in the opinion of the teacher the grossness of an offense or the persistence of the behavior has a disruptive effect on the other students.

B. When a pupil is so excluded by a teacher, the student shall be sent from the classroom to the building administrative office and the problem shall be referred for solution to the building principal or his/her designee. The teacher shall be notified in writing of the resolution of the problem prior to the student's return to the classroom.

C. Nothing contained in this Article shall be construed as rescinding the obligation of the teacher to exercise the maturity, restraint, patience and judgment which is normally required in the guidance and training of youth.

3.5 Student Grades

Grades shall be final as reported by the teacher unless disputed. Disputed grades may be changed by the Administration. Teachers shall have the right and opportunity to attach comments to any grade change made by the Administration.

3.6 Complaints Against Teachers

A complaint related to a specific teacher that might lead to disciplinary action shall be made known to the teacher promptly. The principal (if requested by either the teacher and/or parent) shall attempt to arrange a parent-teacher or parent-teacher-principal conference.

If the complaint is to become a matter of record, said complaint must be reduced to writing and the teacher shall be provided with a copy and may attach a response to the official records at the time the complaint is reduced to writing.

When students are to be questioned about a complaint or incident, a reasonable effort shall be made to have another adult present at the time of the questioning. The teacher against whom a complaint is alleged may request who the second adult will be. During questioning, the sole purpose of the presence of the second adult is to observe and listen to the questioning process. A reasonable attempt shall be made to keep students involved in an incident separated until each has been questioned.

3.7 Teacher Personnel File

The Board shall maintain in the District a personnel file on each teacher. A teacher shall have the right to inspect this file during regular business hours provided such inspection shall not interfere with the teacher's regularly assigned duties. Such inspection shall take place only in the presence of an administrator or administrative designee. Individual copies of any non-confidential material shall be given the teacher on request.

3.8 Teacher Privacy

A. The right of teachers to receive mail and/or correspondence with a specifically named addressee shall not be infringed upon by any Board member, supervisor, administrator or other representative of the Board.

B. Each building shall have a telephone for teacher's use to conduct school business.

3.9 Classroom Interruptions

Administration shall attempt to keep classroom interruptions to a minimum.

3.10 Duty-Free Lunch

Teachers shall have a duty-free lunch period consistent with the provisions of The School Code of Illinois, Section 24-9, 1992 issue.

3.11 Right of Privacy

Without a teacher's permission, no portions of a teacher's file shall be disclosed to third parties except as required by law or as shall be necessary in the performance of the Board's or Administration's responsibility.

3.12 Teacher Recertification Issues

The District shall serve as liaison between all teachers and the Regional Office of Education (ROE)/Illinois State Board of Education (ISBE) regarding all certification and recertification issues.

ARTICLE IV

EMPLOYEE EVALUATION

4.1 Evaluation of Classroom Performance

Teachers shall be formally evaluated in writing following the Professional Growth Plan. Evaluations shall be conducted by administrators as designated by the Superintendent.

Tenure Teachers (A through E)

A. The administrator shall make himself/herself available for questions regarding the Professional Growth Plan.

B. Teachers on contractual continued service shall be evaluated at least once in the course of every two (2) years.

C. A conference between the evaluator and the teacher shall be held prior to the end of the school year.

D. Teachers shall be permitted to attach written comments to their written evaluations and such comments shall become part of the evaluation.

E. Teachers shall sign the goal setting form original to indicate they have read the comments contained therein.

Non-Tenure Teachers (F through N)

F. The administrator shall make himself/herself available for questions regarding the Professional Growth Plan.

G. Each formal evaluation for teachers not on contractual continued service shall consist of a pre-conference, a formal observation, and a post-conference.

H. Pre-observation and post observation conferences shall be done in-person, with the evaluating administrator and the teacher both present. Both the teacher and the evaluating administrator shall initial all forms to verify that the meetings have taken place.

I. A conference between the evaluator and the teacher shall be held no later than ten (10) school days after the evaluation observation has been completed.

J. The evaluator shall provide the employee both constructive assistance to improve the quality of instruction as well as a written statement of deficiencies (where deficiencies are noted). Suggestions for improving deficiencies shall be offered by the evaluator in writing, recognizing that the responsibility for improvement rests with the teacher. Teachers shall be provided a copy of the completed written documentation at the time of the post-conference unless the teacher shall agree to an alternate time.

K. During the teacher's first year in the District, this shall include a minimum of three (3) formal evaluations. The first evaluation must be completed by November 1; the second by January 25; and the summative evaluation by March 15.

L. During the teacher's second year, this shall include a minimum of two (2) formal evaluations. The first evaluation must be completed by November 1; the summative evaluation by March 15.

M. During the teacher's third and fourth years respectively, this shall include a minimum of one (1) formal evaluation each year. The summative evaluation must be completed by March 15.

N. Teachers shall be permitted to attach written comments to their written evaluations and such comments shall become part of the evaluation.

4.2 Consulting Teacher

In compliance with the Illinois School Code, a teacher may be appointed as a consulting teacher if he/she has at least five (5) years of teaching experience and otherwise complies with the requirements of such an appointment. No teacher shall be required to serve as a consulting teacher if unwilling to do so. Consulting teachers shall be compensated by stipend and/or release time appropriate to the anticipated extent and nature of such consultation. The amount and nature of such compensation shall be as agreed between the Board, the Union, and the consulting teacher.

4.3 Informal Evaluation

Nothing contained herein shall limit the right of management to utilize informal observations and other firsthand evaluative criteria for considering competency of any teacher. These informal evaluations shall be reduced to writing and submitted to the teacher as in 4.1, E., before they have any impact regarding the teacher's personnel file.

"Informal" shall be defined as an evaluation conducted during the teacher workday which may not result in a written document, but which may result in a discussion between the teacher and principal. Where deficiencies are observed, suggestions for improving deficiencies shall be offered by the evaluator in writing, recognizing that the responsibility for improvement rests with the teacher.

4.4 Grievability

Any grievance filed relative to this Article shall be limited to violations of the specific procedures as outlined in the Professional Growth Plan and in 4.1, A., through 4.1, H., in this Article.

ARTICLE V

WORKING CONDITIONS

5.1 School Year

The school year shall consist of not more than one hundred eighty-five (185) days, of which one hundred eighty (180) shall be scheduled by the Board as pupil attendance days. No fewer than five (5) of the one hundred eighty-five (185) days shall be declared by the Superintendent and the Board as special holidays or non-school days, provided that no emergencies make it necessary to use them as school days.

5.2 Stipulated Workday

All certified personnel shall be required to be in the building seven and one-half (7 ½) hours including a duty-free lunch. Teachers shall be required to remain as assigned for extra duties, parent conferences and open houses. Other regularly scheduled activities for which teachers are required to remain outside the school day shall be reasonable in both number and duration. Administrators must give each teacher reasonable notice of any such additional activity to be required.

Faculty and committee meetings may each occur once per month when conducted during teachers' plan time excluding emergencies as defined by the Administration. Other committee meetings will be voluntary.

The final two (2) full school days of the school year shall be shortened pupil attendance days (five (5) hours). The balance of that pupil attendance day shall be utilized as a teacher records completion day.

Where on a rare occasion a teacher has a prior commitment, he/she may have permission to be excused immediately after student dismissal provided said teacher is not required to be in attendance at a previously scheduled meeting and/or school function.

The teacher shall not be required to take leave time until such time when the total amount of minutes used for said appointments adds up to one-half (1/2) day, in which case one-half (1/2) day of sick leave shall be deducted during the then current school year.

Any changes in the weekly amount of plan time shall only occur with the consensus of the scheduling committee whose faculty members shall be appointed by the Union president or his/her designee.

5.3 Bus Duty

Teachers who perform morning bus duty prior to the start of school shall be permitted afternoon release time at the end of the school day equal to the time spent at morning duty, or shall receive compensation as provided in Article VIII, Section 8.5, at the teacher's discretion, regardless of whether the teacher is required to or voluntarily agrees to perform such duty. Additionally, a teacher who performs morning bus duty that extends in whole or in part into the stipulated workday, may extend his/her workday by the same amount of time spent on workday bus duty, and shall receive compensation as provided above for the amount of time spent on this bus duty during the workday;

alternatively, at the discretion of the teacher, such teacher may choose not to extend his/her workday, but shall then not be compensated for time spent on bus duty during that workday.

The Board shall seek teacher volunteers. In the event an adequate number of said personnel is not available, the Board shall employ non-teaching personnel to perform bus duty. Where said volunteers are not available, the Administration reserves the right to assign District staff on a rotating basis. When school scheduled meetings and/or parent teacher conferences conflict with compensatory release time, the teacher may defer use of same for an extended period not to exceed ten (10) school days.

5.4 Posting of Vacancies

The Board shall post teaching and administrative vacancies as they occur and newly created positions for a period of five (5) working days in each building prior to permanently filling said vacancy. During the summer months said vacancies shall be posted in the Administration Office.

5.5 Transfers

Prior to transferring a teacher involuntarily between teams, grades or buildings due to a reduction in sections, Administration and affected teacher(s) shall consult regarding said change in assignment in the following manner:

A. If a non-tenured teacher qualified for said change in assignment is available to be transferred, the non-tenured teacher will be transferred prior to a tenured teacher.

B. Within the pool of non-tenured teachers qualified for transfer, seniority will not apply.

C. Non-tenured teachers cannot be transferred for two consecutive years unless no other qualified non-tenured teachers are available for transfer.

D. If no qualified non-tenured teachers are available for said transfer, qualified tenured teachers will become eligible for said transfer based on seniority.

E. Conditions listed above do not preclude Administration from transferring a tenured or non-tenured teacher who is agreeable to said transfer.

5.6 School Calendar

The Superintendent or designee shall consult with the Union President or designee and shall make a reasonable effort to agree upon the school calendar prior to submission of recommendations to the Board.

5.7 Lunchroom/Playground Duty

Lunchroom monitors shall continue to supervise student lunch and playground activity at all facilities without teacher assistance.

ARTICLE VI

GRIEVANCE PROCEDURE

6.1 Definitions

A. Any claim by a teacher, or the Union if said claim is of a class action nature or pertains to administrative staff beyond the building level, that there has been a violation, misrepresentation, or misapplication of the terms of this Agreement shall constitute a grievance.

B. All time limits consist of school days, except that when a grievance is submitted fewer than ten (10) days before the close of the current school term, time limits shall consist of all weekdays.

6.2 Statement of Basic Principles

A. Every full-time teaching employee covered by this Agreement shall have the right to present grievances in accordance with these procedures, with or without representation as defined in formal steps beyond the building level. Nothing contained in this Article or elsewhere in this Agreement shall be construed to prevent any individual teacher from discussing a problem with the Administration and having it adjusted without intervention or representation by organization representatives.

B. A teacher who participates in these grievance procedures shall not be discriminated against, or be subjected to discipline or reprisal by organization representatives.

C. The failure of a grievant or the Union to act on any grievance within the prescribed time limits shall act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step.

D. The Union shall be notified of the final disposition of grievance within ten (10) days which disposition shall not be in conflict with any of the terms or conditions of this Agreement.

E. Conferences under this procedure shall be conducted at a time and place which shall afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present, to attend and shall be held, insofar as possible, after regular school hours or during non-teaching time of personnel involved. When such hearings and conferences are held at the option of the Superintendent, during school hours, all employees whose presence is required shall be excused with pay for that purpose.

F. It is agreed that any investigation or other handling or processing of any grievance by the grieving teacher or teacher organization representatives shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the teaching staff.

6.3 Procedures

A. First Step

An attempt shall be made to resolve any grievance in informal, verbal discussion between complainant and his/her immediate superior. The teacher may bypass this First Step if he/she chooses.

B. Second Step

If the grievance cannot be resolved informally, the aggrieved teacher shall file the grievance in writing, and at a mutually agreeable time discuss the matter with the principal. The written grievance shall state the nature of the grievance, shall note the clause or clauses of the Agreement allegedly violated, and shall state the remedy requested. The filing of the grievance at the Second Step must be within twenty (20) days from the date of the occurrence of the event giving rise to the grievance or when the teacher should reasonably have been aware of the occurrence. The principal or other administrator who has authority to make a decision on the grievance shall make such decision and communicate it in writing to the teacher and the Superintendent within ten (10) days.

C. Third Step

In the event a grievance has not been satisfactorily resolved at the Second Step, the aggrieved teacher shall file, within five (5) school days of the principal's written decision or answer at the Second Step, a copy of the grievance with the Superintendent. The aggrieved teacher shall send a copy of such grievance to the Union President. Within ten (10) days after such written grievance is filed, the aggrieved, a representative of the aggrieved, as desired, the principal, and the Superintendent, or his/her designee, shall meet to resolve the grievance. The Superintendent, or his/her designee, shall file an answer within ten (10) days of the Third Step grievance meeting and communicate it in writing to the teacher, the principal, and the Union President. The teacher, upon request to the Union, may have a Union representative present.

D. Fourth Step

If the Union is not satisfied with the disposition of the grievance at Step Three or the time limits expire without the issuance of the Superintendent's written reply, the Union may submit the grievance to binding arbitration. The parties shall select a mutually acceptable arbitrator or, in the absence of agreement on the selection of an arbitrator, may submit the grievance under the Voluntary Labor Arbitration Rules of the American Arbitration Association (AAA), which shall act as the administrator of the proceedings. If the demand for arbitration is not filed within thirty (30) days of the date for the Step Three answer, then the grievance shall be deemed withdrawn.

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

2. The arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore, or add to the provisions of the Agreement. His/her authority shall be strictly limited to deciding only the issue or issues presented to him/her in writing by the School Board and the Union, and his/her decision must be based solely upon his/her interpretation of the meaning or application of the express relevant language of the Agreement.

3. Each party shall bear the full cost for its representation in the arbitration. The cost of the arbitrator and the AAA shall be divided equally between the Board and the Union.

4. If either party requests a transcript of the proceedings, that party shall bear the full cost of that transcript. If both parties order a transcript, the cost of the two (2) transcripts shall be divided equally between the Board and the Union.

E. Bypass to Superintendent

If the Union and the Superintendent agree, Step Two of the grievance procedure may be bypassed and the grievance brought directly to Step Three.

F. Bypass to Binding Arbitration

If the Superintendent and the Union agree, a grievance may be submitted directly to binding arbitration.

G. Class Grievance

Class grievance involving one (1) or more teachers or one (1) or more supervisors, and grievances involving an administrator above the building level may be initially filed by the Union at Step Three.

H. Union Participation - Teacher Not Represented

When a teacher is not represented by the Union, the Union reserves the right to have a representative present at Step Three proceedings.

I. Grievance Withdrawal

A grievance may be withdrawn at any level without establishing precedent.

ARTICLE VII

LEAVES

7.1 Sick Leave

Each teacher shall be granted fourteen (14) sick leave days per school year. Any unused sick leave days shall accumulate without limit.

Sick leave shall be interpreted to mean personal illness, quarantine or serious illness or death in the immediate family or household (immediate family shall include: parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in- law, sisters-in-law, and legal guardians). Absence due to pregnancy related disability shall be treated as sick leave.

7.2 Personal Business Leave

A. Each teacher shall be given two (2) days personal leave at full pay per school year to be used for personal business, which cannot be conducted except during regular school hours. No reason for such leave need be given. Such leave shall accumulate to a maximum of four (4), so that no more than six (6) days are available the following year (that is, if a teacher uses no personal business leave days for two consecutive years, the teacher will have four accumulated days plus two days for the following year). Except in cases of an emergency, written advance notice of the necessity for personal leave shall be submitted three (3) school days prior to date of leave to the Superintendent or his/her designee. In the case of an emergency, the teacher must provide reason for the leave as soon as possible and in any event, no later than the day he/she returns to duty. Personal leave shall not be customarily honored immediately prior to or after vacation periods or holidays except by specific approval of the Superintendent; personal leave shall customarily be approved on these days in the case of an emergency, or when the scheduling of the reason-giving rise to the request is beyond the control of the teacher. No more than three (3) teachers from a given attendance center may take personal leave on the same day. No teacher may use personal business leave on more than two consecutive workdays.

B. Any unused personal leave over four in number remaining at the end of a school year shall be added to the teacher's accumulated sick leave.

C. Alternatively to B. above, all remaining unused personal business leave at the end of the teacher's last year of employment in the District shall be added to the teacher's accumulated sick leave.

D. Teachers required to attend court hearings other than jury duty shall be able to use not more than five (5) sick days after exhaustion of personal leave for said purpose during the school year. The District may require evidence of required obligations.

E. In addition to the above, upon written application to the Superintendent, at least five (5) days in advance, the Board shall grant an employee a leave of absence without loss of pay for two (2) work days during each school year for the purpose of observing a recognized religious holiday of the employee's faith. This leave shall not be applicable to any religious observance which does not compel absence from employment.

7.3 Professional Leave

Administration may grant leave to attend and/or prepare for a professional conference or presentation. A request for said leave must be in writing. Authority to grant or not to grant professional leave shall rest solely with the Administration. Such leave shall be at full pay and shall not be charged to annual sick or personal leave.

7.4 Jury Duty

The Board shall pay the regular salary to teachers called for jury duty but shall deduct any compensation received for such duty with the exception of compensation received for travel allowance.

7.5 Report of Leave

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

7.6 Fractional Leave

Any teacher on leave for a fractional portion of a school day shall have his/her accumulated leave charged with said fractional value on a half-day basis.

7.7 Sabbatical Leave

Upon application in writing, teachers may be granted sabbatical leave.

7.8 Military Leave

Certified personnel who are called for emergency, short- term military service while under full-time contract to the District shall be granted leave without pay. Such leave shall not be charged to annual sick or personal leave.

7.9 Foreign Exchange Leave

The Board may grant any tenured teacher a leave of absence for a period of one (1) year to teach in a foreign country.

7.10 Leaves of Absence Without Pay

A. Leaves of absence may be granted without pay to tenured teachers who have rendered satisfactory service to the District and who desire to return to employment in a similar capacity at a time, as defined below, consistent with the needs of the District.

B. Leaves of absence without pay for not more than one (1) year may be granted to tenured teachers according to the following conditions:

   1. Written requests for leaves of absence without pay should be made at least three (3) months before the leave is desired, subject to approval by the Board.

2. Dates of departure, return and notification of intent to return shall be determined by the teacher and the Superintendent prior to initiating the request to the Board.

3. Leaves may, unless stipulated to the contrary in this Agreement, be granted for:

   a. Advanced study leading to a degree in an approved university.

   b. Educationally related travel if the applicant provides an itinerary and an explanation of how such travel shall improve the educational program.

   c. Military service.

   d. Parental leave.

   e. Other reasons acceptable to the Board, which shall improve the educational program in the District.

4. With the consent of the carrier, the teacher may maintain insurance benefits by making timely payments of all premiums, which may be due to the District's Business Office or elsewhere pursuant to its direction.

5. Any teacher who has been employed ninety-three (93) or more days of the school term in which such leave commences shall be entitled to such advancement on the salary schedule as the teacher would have had if the leave had not been granted. If the leave exceeds the school term in which it commences, the second school term shall not be considered for step advancement on the salary schedule.

6. If a teacher is granted an unpaid leave of eight (8) calendar months or more, as a condition thereof, the teacher shall advise the Superintendent or designee in writing no later than February 15 prior to the termination of such leave that he/she intends to return to employment, provided that the Superintendent or designee has first mailed a reminder of this condition to the teacher no later than February 1. Failure to timely advise the Superintendent or designee of intent to return as required above shall be treated as a voluntary election not to return to employment and as a resignation from the District. Failure of the Superintendent or designee to timely send the letter of reminder shall waive the teacher from all obligations hereunder.

7.11 Maternity/Child Rearing Leave

A teacher who has entered upon contractual continued service shall be granted maternity/child rearing leave without pay or other benefits subject to the following conditions: (As used herein, "teacher" means a tenured teacher, except in Section E, which is applicable only to non-tenured teachers.).

A. The teacher shall advise the Superintendent or designee of her pregnancy no later than the fourth month of pregnancy or upon ascertainment of such condition, whichever shall be the later. At such time, she shall provide a written statement from her obstetrician or physician indicating the expected date of delivery. Application for a maternity/child rearing leave shall be made in writing to the Superintendent or designee at least one hundred twenty (120) calendar days prior to the anticipated birth of the child.

B. In consultation with the teacher, the Superintendent or designee shall prepare a plan for the commencement and termination of such leave, taking into consideration maintenance of continuity of instruction and medical factors to the maximum possible degree, and the pertinent

time factors related thereto. The leave shall not exceed the balance of the school term in which it commences and one (1) additional school term. Every effort shall be made to have such leave terminate immediately prior to the start of a new school term. Such leave shall commence upon the date agreed upon by the Superintendent or designee and the teacher. Such leaves, which commence during the summer recess, shall begin no later than July 1.

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

C. A teacher shall be allowed to use up to forty-five (45) consecutive days of sick leave directly following the birth of a child. Any teacher who has medical reason with written explanation from a physician for continued sick leave beyond the forty-five (45) days shall be allowed to utilize additional sick leave days for the specified period. Any other alteration or extension of the forty-five (45) days are left to the discretion of the Superintendent or designee, and such decision shall be without precedential effect. Following this period of time, sick leave shall not be applicable during the period of the maternity/child rearing leave. Any accumulated sick leave available at the commencement of the unpaid leave shall be available to the teacher upon return to employment in the District.

D. Any teacher desiring adoption leave as a result of becoming an adoptive parent shall notify the Superintendent or designee, in writing, upon the initiation of such adoption proceedings. Leave shall be granted, as in Section B above, upon satisfactory written notification to the Superintendent or designee of the date the child is expected to be received. It shall be the responsibility of the applying teacher to keep the Superintendent or designee informed on the status of the proceedings, and, as soon as known, the expected date of the delivery of the child. This Section shall not be applicable if the adopted child is ten (10) or more years of age at the time the child is received.

E. A maternity/child rearing leave may be granted to a non-tenured teacher under unusual circumstances by action of the Board, subject to all the conditions applicable to a tenured teacher, and provided the term of such leave shall not be considered in computing full-time employment under Section 24-11 of the Illinois School Code for purposes of the continuous employment necessary to attain contractual continued service status. Upon the return from such leave, the teacher shall be considered to have commenced her first probationary year. The granting of maternity leave to any non-tenured teacher shall not constitute a precedent for the granting or withholding of leave to any other non-tenured teacher. Each request shall be judged on its own merits and shall be within the sole discretion of the Board. Additional conditions or restrictions may be established for any such leave, provided nothing herein shall be construed as requiring any non-tenured teacher to apply for such leave or to accept the conditions established.

F. A teacher who has been granted a maternity/child rearing leave of absence shall not become eligible for a subsequent maternity/child rearing leave unless and until such teacher has returned to full-time service for at least one (1) complete school term provided under exceptional circumstances the Board may grant such a leave in its sole and absolute discretion. The granting or withholding of such leave shall be without precedential effect.

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

H. A male teacher who has entered upon contractual continued service shall be entitled to a child rearing leave of absence, provided the teacher complies with all of the applicable notice and

other requirements of this Section. Eligibility for such leave shall arise upon the anticipated birth of a child, which the teacher has fathered, or upon his planned adoption of a child.

I. If a teacher brings into his or her home a newly adopted child, such teacher shall be allowed to utilize up to forty-five (45) consecutive sick leave days and/or personal leave days with pay, upon imminent arrival of the child into the home. Any alteration or extension of the forty-five (45) days is left to the discretion of the Superintendent or designee, and such decision shall be without precedential effect. The intent of this leave is to allow the teacher time to prepare for the arrival of a child new to the teacher, and to grant a period of time for the parent and the child to form a relationship with each other.

7.12 Bereavement Leave

Bereavement leave of a maximum of two (2) days shall be granted for each death in the immediate family, as defined elsewhere herein, and grandparents of the spouse. Additional bereavement leave may be granted by the Superintendent in his/her discretion and without precedential effect.

7.13 Family and Medical Leave

A. All teachers who have been employed for at least twelve (12) months and for at least one thousand two hundred fifty (1,250) hours during the year preceding the start of the leave shall be eligible for family and medical leave.

B. Eligible teachers shall be entitled to unpaid leave of up to twelve (12) weeks during any one school year for the following reasons:

1. the birth of a child and to care for such child;

2. the placement of a child for adoption or foster care;

3. the care for the teacher's spouse, child, parent or parent-in-law with serious health condition;

4. because of the teacher's own serious health condition.

C. Serious health condition shall mean an illness, injury, impairment, or physical or mental health condition that involves:

1. any period of incapacity or treatment connected with inpatient care in a hospital, hospice, or residential medical care facility, or

2. continuing treatment by (or under the supervision of) a health care provider.

D. A teacher may elect to take up to twelve (12) weeks of family and medical leave to which the teacher is entitled as one block of time, or on an intermittent or reduced leave schedule.

E. A teacher who is on leave shall continue to receive health care benefits under the same terms and conditions as other teachers not on leave.

F. This Section shall be consistent with the Family and Medical Leave Act of 1993 (Public Law 103-3) and the U.S. Department of Labor regulations pertaining thereto (29 C.F.R. Part 825).

7.14 District Emergency Sick Leave Bank Plan

A. Establishing the Sick Leave Bank

Each eligible District 56 employee may voluntarily donate one (1) sick leave day to establish and become a member (hereinafter referred to as "Member Employee") of an Emergency Sick Leave Bank. The maximum number of days held in the District Emergency Sick Leave Bank will not exceed one hundred eighty (180) days. A new employee who wishes to become a member of the District Emergency Sick Leave Bank will be asked to volunteer one (1) sick day. To enroll, the Emergency Sick Leave Bank Enrollment Form must be submitted to the Business Office by 4:00 p.m., September 15 of any given year. Upon request of the Union President, the Superintendent shall provide to the Union President in writing an updated balance for the Sick Leave Bank inclusive of days donated by each member no later than June 30 each year.

The Superintendent or designee will implement procedures for this program. If a concern arises, the Superintendent will discuss the concern with the Union President. If no mutually agreeable resolution can be reached, the decision of the Superintendent is grievable according to the Grievance Procedure in the Collective Bargaining Agreement.

B. General Conditions

If the Emergency Sick Leave Bank falls below twenty (20) days, each Member Employee will again volunteer at least one (1) day in order to maintain membership in the Emergency Sick Leave Bank. Any sick day donated will be non-refundable.

Upon depletion of his/her sick leave and personal leave days, a Member Employee may make application to use the Emergency Sick Leave Bank days. Emergency Sick Leave Bank days will only be approved for catastrophic illness, accident, prolonged illness, or other circumstances as determined by the Superintendent that may affect the employee or any member of his/her immediate family (as defined in the current Collective Bargaining Agreement).

The maximum number of days drawn by any participating Member Employee shall be twelve (12) days per incident in any one (1) year.

C. Procedure for Use of Emergency Sick Leave Bank

Any participating Member Employee will be entitled to draw from the Emergency Sick Leave Bank provided the following three (3) conditions are met:

1. The participating Member Employee has used all his/her personal accumulated sick days and personal days.

2. The participating Member Employee shall produce a Licensed Medical Doctor's certificate as proof of need.

3. The participating Member Employee has been absent more than five (5) consecutive work days in connection with the same illness and/or incident. Exceptions such as chemotherapy treatment, renal dialysis, etc., will be approved at the discretion of the Superintendent.

Any participating Member Employee who has used the maximum number of Emergency Sick Leave Bank days will again be eligible to use the Emergency Sick Leave Bank after conditions 1-3 above are met for a second illness. However, the five (5) day waiting period referenced in C.3. will be waived.

If an illness carries into the next school year, conditions 1-3 must be met again before the individual is eligible to use the Emergency Sick Leave Bank again.

ARTICLE VIII

FRINGE BENEFITS/SUPPLEMENTAL COMPENSATION

8.1 Pay Periods

Teachers shall be paid regular compensation in twenty-six (26) pro-rata bi-weekly installments beginning on the first Friday of the school term. Payday shall be every other Friday thereafter, except when that Friday is a non-workday, in which case payday shall be the last workday prior thereto.

Teachers shall be paid Section 8.2 Extra Duty Schedule compensation on separate checks apart from regular compensation.

8.2 Extra Duty Schedule

3rd - 5th GRADES	**2005-06**	**2006-07**	**2007-08**	**2008-09**	**2009-10**	**2010-11**
After School Sports	$1,877	$1,924	$1,972	$2,021	$2,072	$2,123
After School Singing Club	$938	$961	$985	$1,010	$1,035	$1,061
American Girls Club Sponsor	$1,217	$1,247	$1,278	$1,310	$1,343	$1,377
American Girls Club Sponsor	$1,217	$1,247	$1,278	$1,310	$1,343	$1,377
Art Sponsor	$1,277	$1,309	$1,342	$1,375	$1,410	$1,445
Band Director	$3,567	$3,656	$3,748	$3,841	$3,937	$4,036
Chorus Sponsor	$1,362	$1,396	$1,431	$1,467	$1,504	$1,541
Computer Workshop Sponsor	$1,108	$1,136	$1,164	$1,193	$1,223	$1,254
Dance Club	$938	$961	$985	$1,010	$1,035	$1,061
Dance Club	$938	$961	$985	$1,010	$1,035	$1,061
Drama Club Musical Director	$1,958	$2,007	$2,057	$2,108	$2,161	$2,215
Drama Club Director	$1,958	$2,007	$2,057	$2,108	$2,161	$2,215
Foreign Language Club	$938	$961	$985	$1,010	$1,035	$1,061
Foreign Language Club	$938	$961	$985	$1,010	$1,035	$1,061
Literary Magazine Sponsor	$938	$961	$985	$1,010	$1,035	$1,061
Destination Imagination Sponsor	$1,460	$1,496	$1,533	$1,572	$1,611	$1,651
Public Relations	$884	$906	$928	$951	$975	$1,000
Readers Club	$885	$907	$929	$953	$976	$1,001
Science Club Sponsor	$1,108	$1,136	$1,164	$1,193	$1,223	$1,254
Science Club Sponsor	$1,108	$1,136	$1,164	$1,193	$1,223	$1,254
Science Club Sponsor	$369	$378	$388	$397	$407	$417
Science Club Sponsor	$369	$378	$388	$397	$407	$417
Science Club Sponsor	$369	$378	$388	$397	$407	$417
Service Council Sponsor	$383	$393	$403	$413	$423	$434
Service Council Sponsor	$383	$393	$403	$413	$423	$434
Service Council Sponsor	$383	$393	$403	$413	$423	$434
Service Council Sponsor	$383	$393	$403	$413	$423	$434
Service Council Sponsor	$383	$393	$403	$413	$423	$434

KINDERGARTEN - 2nd GRADES	**2005-06**	**2006-07**	**2007-08**	**2008-09**	**2009-10**	**2010-11**
Art Sponsor	$1,277	$1,309	$1,342	$1,375	$1,410	$1,445
Public Relations	$884	$906	$928	$951	$975	$1,000

6th - 8th GRADES	2005-06	2006-07	2007-08	2008-09	2009-10	2010-11
Athletic Director	$4,632	$4,748	$4,866	$4,988	$5,113	$5,241
8th Grade Basketball/Boys	$3,746	$3,840	$3,936	$4,034	$4,135	$4,239
7th Grade Basketball/Boys	$3,746	$3,840	$3,936	$4,034	$4,135	$4,239
8th Grade Basketball/Girls	$3,746	$3,840	$3,936	$4,034	$4,135	$4,239
7th Grade Basketball/Girls	$3,746	$3,840	$3,936	$4,034	$4,135	$4,239
Wrestling	$3,746	$3,840	$3,936	$4,034	$4,135	$4,239
Cheerleading	$2,723	$2,792	$2,861	$2,933	$3,006	$3,081
Pom Pons	$2,723	$2,792	$2,861	$2,933	$3,006	$3,081
Track/Boys	$2,723	$2,792	$2,861	$2,933	$3,006	$3,081
Track/Girls	$2,723	$2,792	$2,861	$2,933	$3,006	$3,081
Cross Country	$2,188	$2,243	$2,299	$2,357	$2,416	$2,476
8th Grade Soccer	$2,188	$2,243	$2,299	$2,357	$2,416	$2,476
7th Grade Soccer	$2,188	$2,243	$2,299	$2,357	$2,416	$2,476
8th Grade Volleyball/Girls	$2,188	$2,243	$2,299	$2,357	$2,416	$2,476
7th Grade Volleyball/Girls	$2,188	$2,243	$2,299	$2,357	$2,416	$2,476
8th Grade Volleyball/Boys	$2,188	$2,243	$2,299	$2,357	$2,416	$2,476
7th Grade Volleyball/Boys	$2,188	$2,243	$2,299	$2,357	$2,416	$2,476
Assistant Wrestling	$2,623	$2,689	$2,756	$2,825	$2,895	$2,968
Assistant Track/Boys	$1,907	$1,954	$2,003	$2,053	$2,104	$2,157
Assistant Track/Girls	$1,907	$1,954	$2,003	$2,053	$2,104	$2,157
Cross Country Assistant	$1,532	$1,571	$1,610	$1,650	$1,691	$1,734
Intramural Director	$938	$961	$985	$1,010	$1,035	$1,061
Intramural (11 Positions)	$468	$480	$492	$504	$517	$530
6th Grade Band Director	$3,567	$3,656	$3,748	$3,841	$3,937	$4,036
7th & 8th Grade Band Director	$4,539	$4,652	$4,768	$4,888	$5,010	$5,135
Art Sponsor	$1,277	$1,309	$1,342	$1,375	$1,410	$1,445
Art Sponsor	$938	$961	$985	$1,010	$1,035	$1,061
Newspaper Advisor	$1,704	$1,746	$1,790	$1,835	$1,880	$1,927
Assistant Newspaper Advisor	$1,055	$1,081	$1,108	$1,136	$1,164	$1,193
Student Council Co-Sponsor	$1,842	$1,888	$1,935	$1,984	$2,033	$2,084
Student Council Co-Sponsor	$1,842	$1,888	$1,935	$1,984	$2,033	$2,084
Student/Service Council	$1,149	$1,178	$1,207	$1,237	$1,268	$1,300
Yearbook Advisor	$1,704	$1,746	$1,790	$1,835	$1,880	$1,927
Assistant Yearbook Advisor	$1,055	$1,081	$1,108	$1,136	$1,164	$1,193
Chorus Director (6,7,8) (includes Swing Choir)	$2,469	$2,531	$2,594	$2,659	$2,726	$2,794
Drama Director (6,7,8)	$4,539	$4,652	$4,768	$4,888	$5,010	$5,135
Assistant Drama	$938	$961	$985	$1,010	$1,035	$1,061
Major Production Sponsor (Musical)	$3,746	$3,840	$3,936	$4,034	$4,135	$4,239
Choreographer (Musical)	$1,217	$1,247	$1,278	$1,310	$1,343	$1,377
Dinner Theater Sponsor (			$985	$1,010	$1,035	$1,061
Musical Director	$1,874	$1,921	$1,969	$2,018	$2,068	$2,120
Audio Visual/LRC Club	$938	$961	$985	$1,010	$1,035	$1,061
Computer Club	$1,108	$1,136	$1,164	$1,193	$1,223	$1,254
History Club Sponsor	$1,217	$1,247	$1,278	$1,310	$1,343	$1,377
Literary Club	$938	$961	$985	$1,010	$1,035	$1,061
Math Club Sponsor	$1,108	$1,136	$1,164	$1,193	$1,223	$1,254
National Junior Honor Society Sponsor	$1,108	$1,136	$1,164	$1,193	$1,223	$1,254
Public Relations	$938	$961	$985	$1,010	$1,035	$1,061

Science Club Sponsor	$938	$961	$985	$1,010	$1,035	$1,061
Academic Bowl	$1,584	$1,623	$1,664	$1,705	$1,748	$1,792
Outdoor Adventure	$1,405	$1,440	$1,476	$1,513	$1,551	$1,590
Other Activities as approved (Minimum)	$938	$961	$985	$1,010	$1,035	$1,061

KINDERGARTEN - 8th GRADE (GURNEE GRADE)	**2005-06**	**2006-07**	**2007-08**	**2008-09**	**2009-10**	**2010-11**
Gurnee Grade Service Council	$1,149	$1,178	$1,207	$1,237	$1,268	$1,300
Literary Magazine	$938	$961	$985	$1,010	$1,035	$1,061
National Junior Honor Society (6, 7, 8)		$961	$985	$1,010	$1,035	$1,061
Yearbook Advisor		$961	$985	$1,010	$1,035	$1,061
Actors' Guild		$961	$985	$1,010	$1,035	$1,061
Intramural Positions (one each Fall, Winter, Spring)			$492	$504	$517	$530

Written contracts shall be issued for each position.

8.3 Internal Substitution

The Board shall compensate teachers at the rate of twenty-four dollars and seventy-five cents ($24.75) per hour in 2005-2006, twenty-five dollars and seventy-nine cents ($25.79) per hour in 2006-2007, twenty-seven dollars ($27.00) per hour in 2007-2008, twenty-eight dollars and thirty-five cents ($28.35) per hour in 2008-2009, twenty-nine dollars and seventy-seven cents ($29.77) per hour in 2009-2010, and thirty-one dollars and twenty-six cents ($31.26) per hour in 2010-2011, for classes teachers are required to teach in excess of their regularly assigned teaching load.

8.4 Student Supervision

When it is necessary for a building administrator to make any duty assignments outside the basic classroom function of instruction as an extra assignment, it shall be first offered to the teaching staff on a voluntary basis. If the Administration is unable to fill said assignment on a volunteer basis, involuntary assignments shall be rotated on a fair and equitable basis within the staff.

The Board shall compensate teachers at the rate of thirty-eight dollars and forty-nine cents ($38.49) per after school activity in 2005-2006, thirty-nine dollars and eighty-four cents ($39.84) per after school activity in 2006-2007, forty-one dollars and twenty-three cents ($41.23) per after school activity in 2007-2008, forty-two dollars and sixty-seven cents ($42.67) per after school activity in 2008-2009, forty-four dollars and seventeen cents ($44.17) per after school activity in 2009-2010, and forty-five dollars and seventy-one cents ($45.71) per after school activity in 2010-2011.

For the purpose of this Section, qualifying activities shall be defined as follows:

A. Athletic supervision
B. Athletic scorekeeper
C. Athletic timekeeper
D. Student chaperone
E. Other as approved by Superintendent (shall be paid)

Teachers in a supervisory role would qualify for compensation at one (1) personal leave day for each overnight spent with students. This would be awarded the school year following the activity.

8.5 Bus Duty

Those teachers who perform bus duty shall be compensated at the rate of fourteen dollars ($14.00) per session in 2005-2006, 2006-2007, and 2007-2008. Those teachers who perform bus duty shall be compensated at the rate of fifteen dollars ($15.00) per session in 2008-2009, 2009-2010, and 2010-2011.

8.6 Summer School Program Compensation

Compensation for any summer school program shall be at the rate of thirty-five dollars and one cent ($35.01) per hour in 2005-2006, thirty-six dollars and forty-eight cents ($36.48) per hour in 2006-2007, thirty-eight dollars and twenty cents ($38.20) per hour in 2007-2008, forty dollars and eleven cents ($40.11) per hour in 2008-2009, forty-two dollars and twelve cents ($42.12) per hour in 2009-2010, and forty-four dollars and twenty-two cents ($44.22) per hour in 2010-2011.

Each summer school teacher shall be entitled to one (1) sick leave day without loss of pay per summer. Such leave shall not accumulate from year to year. The hours to be worked shall be set forth in writing and signed by the individual teachers involved and the Administration prior to the opening of the summer school program.

8.7A Early Retirement

A. A teacher may elect to participate in the early retirement plan of the District if the teacher:

   1. is otherwise eligible to participate in the state's early retirement plan;

   2. gives written notice to the Superintendent by February 1 of the year of retirement;

   3. has served a minimum of ten (10) years of continuous teaching in the District.

B. The Board shall make its required contribution to the state and shall pay one hundred percent (100%) of the teacher's one-time contribution.

8.7B Retirement Incentive

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

A. have served a minimum of ten (10) years of teaching in the District (excluding time on unpaid leave of absence), AND
B. have attained at least age 60 or have attained at least thirty-five (35) years of service credit with the Illinois Teachers' Retirement System (ITRS), OR
C. have attained whatever requirements may be necessary under Illinois Pension Code to eliminate any employer paid retirement penalty on behalf of the teacher.

For up to the last four (4) years of the eligible teacher's employment, the teacher shall receive a six percent (6%) increase in basic compensation over the basic compensation of the preceding year. Basic compensation is defined as salary compensation inclusive of longevity plus the Sheltering Teacher Retirement Contribution as set forth in Section 9.3.

Eligible teachers applying for this incentive must submit a written notice to the Superintendent on or before the last day of the school term of the year prior to the first year in which the teacher expects a six percent (6%) increase in basic compensation. An exception shall be made for those teachers intending to retire at the end of the 2008-2009 school term and for whom the Board shall pay the first

six percent (6%) increase in the 2005-2006 school term, wherein written notices shall be accepted on or before February 1, 2006.

A teacher who gives written notice of retirement shall, upon the Board's approval of such notice, execute a promissory note payable to the Board for the amount of retirement incentives to be paid hereunder by the Board, provided nothing herein shall preclude the teacher and the Board from adjusting the original proffered date of retirement to a later date which would qualify the teacher to full retirement incentives without discount and without giving rise to any required Board payment to ITRS as a consequence of such retirement.

PROMISSORY NOTE

I, _____, assert and promise as follows:

On the date of my retirement as a full-time teacher at Gurnee School District #56, I will have attained at least age sixty (60) or have attained at least thirty-five (35) years of service credit with the Illinois Teachers' Retirement System (ITRS), OR I will have attained whatever requirements may be necessary under Illinois Pension Code to eliminate any employer paid retirement penalty on my behalf. In the event that unforeseen circumstances prevent me from attaining the above, I agree to remain a full-time teacher at Gurnee School District #56 until such time as I do and to otherwise comply with the applicable provision of the Collective Bargaining Agreement in force between the Board of Education of Gurnee School District No. 56 and the Gurnee Federation of Teachers of the Lake County Federation of Teachers, Local 504, IFT-AFT/AFL-CIO.

If for any reason I should default on the above requirements, then for value received, I promise to pay to the order of the Board of Education of Gurnee School District #56, the total sum of all amounts (including withholding and other taxes) added to my compensation by the Board of Education of Gurnee School District #56 as a consequence of my having elected retirement pursuant to Article VIII.7.B. of the Collective Bargaining Agreement in effect between said Board of Education and the Gurnee Federation of Teachers of the Lake County Federation of Teachers, Local 504, IFT-AFT/AFL-CIO. Such payment shall be made no later than my final day of service with Gurnee School District #56.

I agree that should I default in the above referenced payment, I hereby waive any notice of default and service of process and confess to a judgment that may be entered against me in a court of competent jurisdiction. I further agree that in the event of a default of this agreement, I will pay all costs and fees (including attorney's fees) incurred by the Board of Education of Gurnee School District #56 in collecting the balance due.

_____ _____
Signed Date

WITNESSES:

_____ _____
Date

_____ _____
Date

8.8 Retirement Benefits

A. A service recognition payment shall be made to any teacher who has accumulated in excess of one hundred seventy (170) unused sick leave days. Such payment shall be determined by multiplying the unused accumulated sick leave days of the teacher in excess of one hundred seventy (170) days by the amount equal to one-half (1/2) of the daily substitute rate paid by the District during the first year of this Agreement at the time of the teacher's retirement. Such

payment will be paid in an amount not to exceed a total salary increase of six percent (6%) in the final year's basic compensation over the previous year's basic compensation. In the event the service recognition payment is in excess of such six percent (6%) increase, the teacher shall receive the remainder of the payment in a lump sum no later than September 30 of the fiscal year immediately following the year of retirement.

B. The Board shall also make an annual contribution for a three (3) year period on behalf of each teacher who retires and who is enrolled in the Teacher Retirement System's health insurance plan in an amount of three thousand two hundred fifty dollars ($3,250) for the payment of single/dependent coverage.

8.9 Committee and Paperwork Pay

Any committee meeting time or paperwork (state goals, curriculum planning, etc.) performed for the District outside the normal school day shall be voluntary and shall be compensated at the rate of thirty-four dollars and sixty-seven cents ($34.67) per hour in 2005-2006, thirty-five dollars and eighty-eight cents ($35.88) per hour in 2006-2007, thirty-seven dollars and fourteen cents ($37.14) per hour in 2007-2008, thirty-eight dollars and forty-four cents ($38.44) per hour in 2008-2009, thirty-nine dollars seventy-nine cents ($39.79) per hour in 2009-2010, and forty-one dollars and eighteen cents ($41.18) per hour in 2010-2011. Every effort shall be made to hold teacher absence from the classroom for such work to a minimum.

8.10 Tuition Reimbursement

When a teacher has completed one (1) year of employment in the District and has been rehired for the succeeding school year, the teacher shall be eligible for tuition reimbursement of up to one hundred dollars ($100) in 2005-2006, 2006-2007, and 2007-2008 and up to one hundred ten dollars ($110) in 2008-2009, 2009-2010, and 2010-2011 per graduate credit hour or a pro-rated amount with the approval of the Superintendent in the event such coursework ensues prior to completion of the first year of employment with the District. Part-time teachers shall be eligible for tuition reimbursement at the above hourly rate, pro-rated according to the percentage of the teacher's employment.

The following are the maximum caps:
Non-Tenure Teachers (except as noted below) - A maximum allowance of six (6) times the above hourly rate per school year.

Tenure Teachers, and Non-Tenure Full or Part-time Teachers who have completed at least two (2) years of service in the District - A maximum allowance of nine (9) times the above hourly rate per school year.

Such courses must be pre-approved and earned at an accredited college. Reimbursement shall be approved provided:

A. The teacher was employed for either a full school year (August through June) or a full calendar year (Example: November 1 through October 31) before the first class session of the college course; and

B. The course(s) are graduate course(s) in an area which, in the judgment of the Superintendent or designee, shall be of professional benefit to both the teacher and District (undergraduate courses may be approved if directly related to a teacher's current teaching assignment); and

C. It is strongly encouraged that written applications for approval be received at the District Office two (2) calendar weeks before the first class. If it is not possible to submit the applications within that time frame, written applications shall be submitted as soon as is practicable thereafter; and

D. A grade of B or above is obtained in the course, or the grade of "Pass" in the event the course is offered on a pass-fail basis; and

E. Evidence of completion of the course is submitted to the Superintendent or designee, in the form of an official transcript of credits or grade card, within sixty (60) days following completion of the course if such is available within this timeline; and

F. Evidence of tuition payment is submitted in the form of a paid receipt or canceled check which identifies the amount of tuition paid, and is submitted to the District Office on or before the tenth of the month in which the School Board shall authorize payment; and

G. Tuition reimbursement shall be paid within ten (10) calendar days following the first regularly scheduled School Board meeting held after the required evidence has been submitted; and

H. In order for a teacher who leaves the District between school terms to receive payment, the class must be completed no later than June 30 immediately following that teacher's last school term with the District.

8.11 Detention Duty

Teachers who perform detention Duty shall be paid at the rate of twenty-six dollars and three cents ($26.03) per activity in 2005-2006, twenty-six dollars and ninety-four cents ($26.94) per activity in 2006-2007, twenty-seven dollars and eighty-eight cents ($27.88) per activity in 2007-2008, twenty-eight dollars and eighty-six cents ($28.86) per activity in 2008-2009, twenty-nine dollars and eighty-seven cents ($29.87) per activity in 2009-2010, and thirty dollars and ninety-one cents ($30.91) per activity in 2010-2011.

Detention Duty shall occur outside the contractual workday. Teachers must receive building principal approval prior to a student serving detention. Any reason for non-approval shall be provided to the teacher by the building principal.

8.12 Kindergarten Screening

Kindergarten screening shall be compensated at the rate of twenty-eight dollars and ninety-two cents ($28.92) per hour in 2005-2006 and thirty dollars and thirteen cents ($30.13) per hour in 2006-2007, thirty-one dollars and fifty-five cents ($31.55) per hour in 2007- 2008, thirty-three dollars and thirteen cents ($33.13) per hour in 2008-2009, thirty-four dollars and seventy-eight cents ($34.78) per hour in 2009-2010, and thirty-six dollars and fifty-two cents ($36.52) per hour in 2010-2011.

ARTICLE IX

COMPENSATION

9.1 Placement on Salary Schedule

Unless otherwise modified by the Agreement, the three criteria to be used in determining a teacher's initial placement on the salary schedule (Section 9.2) are: (1) degree or degrees earned, (2) hours beyond a degree, and (3) total years of teaching experience at time of hire. New teachers with prior teaching experience shall be minimally awarded one (1) year of District 56 teaching credit for purposes of salary schedule placement for every two (2) years of previous teaching experience not to exceed actual total years of previous teaching experience.

9.2 Salary Schedules

Salary Schedule 2005-2006

Level	BS	BS+8	BS+16	BS+24	BS+36/MS	MS+10	MS+20	MS+30	MS+45
B	$29,572	$30,755	$31,985	$33,264	$34,595	$35,979	$37,418	$38,915	$40,471
C	$30,392	$31,608	$32,872	$34,187	$35,555	$36,977	$38,456	$39,994	$41,594
D	$31,912	$33,188	$34,516	$35,897	$37,332	$38,826	$40,379	$41,994	$43,674
E	$33,508	$34,848	$36,242	$37,691	$39,199	$40,767	$42,398	$44,094	$45,857
F	$35,183	$36,590	$38,054	$39,576	$41,159	$42,805	$44,518	$46,298	$48,150
G	$36,942	$38,420	$39,957	$41,555	$43,217	$44,946	$46,743	$48,613	$50,558
H	$38,789	$40,341	$41,954	$43,633	$45,378	$47,193	$49,081	$51,044	$53,086
I	$40,729	$42,358	$44,052	$45,814	$47,647	$49,553	$51,535	$53,596	$55,740
J	$42,765	$44,476	$46,255	$48,105	$50,029	$52,030	$54,111	$56,276	$58,527
K	$44,903	$46,699	$48,567	$50,510	$52,530	$54,632	$56,817	$59,090	$61,453
L	$47,148	$49,034	$50,996	$53,036	$55,157	$57,363	$59,658	$62,044	$64,526
M	$49,506	$51,486	$53,546	$55,687	$57,915	$60,231	$62,641	$65,146	$67,752
N	$51,981	$54,060	$56,223	$58,472	$60,811	$63,243	$65,773	$68,404	$71,140
O			$59,034	$61,395	$63,851	$66,405	$69,061	$71,824	$74,697
P				$64,465	$67,044	$69,725	$72,514	$75,415	$78,432
Q					$70,396	$73,212	$76,140	$79,186	$82,353
Longevity	$1,832	$1,905	$2,030	$2,164	$2,305	$2,397	$2,493	$2,593	$2,697

Each returning teacher moves forward one (1) level over the previous year.

Salary Schedule 2006-2007

Level	BS	BS+8	BS+16	BS+24	BS+36/MS	MS+10	MS+20	MS+30	MS+45
B	$30,163	$31,370	$32,625	$33,930	$35,287	$36,698	$38,166	$39,693	$41,281
C	$30,947	$32,185	$33,472	$34,811	$36,204	$37,652	$39,158	$40,724	$42,353
D	$31,806	$33,078	$34,401	$35,777	$37,208	$38,696	$40,244	$41,854	$43,528
E	$33,396	$34,732	$36,121	$37,566	$39,068	$40,631	$42,256	$43,947	$45,705
F	$35,066	$36,468	$37,927	$39,444	$41,022	$42,663	$44,369	$46,144	$47,990
G	$36,819	$38,292	$39,823	$41,416	$43,073	$44,796	$46,588	$48,451	$50,389
H	$38,660	$40,206	$41,814	$43,487	$45,227	$47,036	$48,917	$50,874	$52,909
I	$40,593	$42,217	$43,905	$45,661	$47,488	$49,387	$51,363	$53,417	$55,554
J	$42,622	$44,327	$46,100	$47,945	$49,862	$51,857	$53,931	$56,088	$58,332
K	$44,754	$46,544	$48,406	$50,342	$52,355	$54,450	$56,628	$58,893	$61,248
L	$46,991	$48,871	$50,826	$52,859	$54,973	$57,172	$59,459	$61,837	$64,311
M	$49,341	$51,314	$53,367	$55,502	$57,722	$60,031	$62,432	$64,929	$67,526
N	$51,808	$53,880	$56,035	$58,277	$60,608	$63,032	$65,554	$68,176	$70,903
O			$58,837	$61,191	$63,638	$66,184	$68,831	$71,584	$74,448
P				$64,250	$66,820	$69,493	$72,273	$75,164	$78,170
Q					$70,161	$72,968	$75,886	$78,922	$82,079
Longevity	$1,804	$1,876	$2,000	$2,130	$2,271	$2,362	$2,456	$2,555	$2,657

Each returning teacher moves forward one (1) level over the previous year.

Salary Schedule 2007-2008

Level	BS	BS+8	BS+16	BS+24	BS+36/MS	MS+10	MS+20	MS+30	MS+45
B	$30,767	$31,997	$33,277	$34,608	$35,993	$37,432	$38,929	$40,487	$42,106
C	$31,753	$33,023	$34,344	$35,718	$37,146	$38,632	$40,178	$41,785	$43,456
D	$32,578	$33,881	$35,236	$36,646	$38,111	$39,636	$41,221	$42,870	$44,585
E	$33,482	$34,821	$36,214	$37,662	$39,169	$40,736	$42,365	$44,060	$45,822
F	$35,156	$36,562	$38,025	$39,545	$41,127	$42,772	$44,483	$46,263	$48,113
G	$36,914	$38,390	$39,926	$41,523	$43,184	$44,911	$46,707	$48,576	$50,519
H	$38,759	$40,310	$41,922	$43,599	$45,343	$47,157	$49,043	$51,005	$53,045
I	$40,697	$42,325	$44,018	$45,779	$47,610	$49,514	$51,495	$53,555	$55,697
J	$42,732	$44,441	$46,219	$48,068	$49,990	$51,990	$54,070	$56,233	$58,482
K	$44,869	$46,663	$48,530	$50,471	$52,490	$54,590	$56,773	$59,044	$61,406
L	$47,112	$48,997	$50,956	$52,995	$55,115	$57,319	$59,612	$61,996	$64,476
M	$49,468	$51,446	$53,504	$55,644	$57,870	$60,185	$62,592	$65,096	$67,700
N	$51,941	$54,019	$56,180	$58,427	$60,764	$63,194	$65,722	$68,351	$71,085
O			$58,988	$61,348	$63,802	$66,354	$69,008	$71,769	$74,639
P				$64,415	$66,992	$69,672	$72,459	$75,357	$78,371
Q					$70,342	$73,155	$76,082	$79,125	$82,290
Longevity	$2,037	$2,119	$2,259	$2,406	$2,565	$2,668	$2,774	$2,885	$3,001

Each returning teacher moves forward one (1) level over the previous year.

Salary Schedule 2008-2009

Level	BS	BS+8	BS+16	BS+24	BS+36/MS	MS+10	MS+20	MS+30	MS+45
B	$31,550	$32,811	$34,123	$35,488	$36,909	$38,384	$39,919	$41,517	$43,177
C	$32,496	$33,795	$35,147	$36,553	$38,016	$39,536	$41,117	$42,762	$44,472
D	$33,538	$34,879	$36,274	$37,725	$39,234	$40,803	$42,436	$44,133	$45,898
E	$34,409	$35,785	$37,216	$38,706	$40,253	$41,864	$43,538	$45,279	$47,091
F	$35,364	$36,778	$38,249	$39,779	$41,370	$43,025	$44,746	$46,536	$48,397
G	$37,132	$38,617	$40,162	$41,767	$43,438	$45,176	$46,983	$48,863	$50,817
H	$38,989	$40,548	$42,170	$43,857	$45,611	$47,435	$49,332	$51,306	$53,358
I	$40,937	$42,575	$44,278	$46,049	$47,891	$49,807	$51,799	$53,871	$56,026
J	$42,984	$44,704	$46,492	$48,352	$50,286	$52,297	$54,389	$56,565	$58,827
K	$45,134	$46,939	$48,817	$50,769	$52,799	$54,912	$57,109	$59,393	$61,769
L	$47,391	$49,285	$51,257	$53,307	$55,440	$57,658	$59,964	$62,362	$64,857
M	$49,760	$51,751	$53,820	$55,973	$58,212	$60,540	$62,962	$65,480	$68,100
N	$52,248	$54,337	$56,511	$58,771	$61,122	$63,567	$66,110	$68,754	$71,505
O			$59,337	$61,711	$64,179	$66,746	$69,416	$72,192	$75,080
P				$64,796	$67,388	$70,083	$72,886	$75,802	$78,834
Q					$70,757	$73,588	$76,531	$79,592	$82,775
Longevity	$2,178	$2,265	$2,415	$2,573	$2,743	$2,852	$2,966	$3,085	$3,208

Each returning teacher moves forward one (1) level over the previous year.

Salary Schedule 2009-2010

Level	BS	BS+8	BS+16	BS+24	BS+36/MS	MS+10	MS+20	MS+30	MS+45
B	$32,374	$33,668	$35,015	$36,415	$37,872	$39,387	$40,962	$42,601	$44,305
C	$33,345	$34,678	$36,065	$37,508	$39,009	$40,568	$42,191	$43,879	$45,634
D	$34,345	$35,718	$37,147	$38,633	$40,179	$41,785	$43,456	$45,196	$47,003
E	$35,446	$36,864	$38,338	$39,872	$41,466	$43,125	$44,851	$46,645	$48,510
F	$36,367	$37,821	$39,334	$40,908	$42,543	$44,246	$46,015	$47,856	$49,770
G	$37,376	$38,871	$40,426	$42,042	$43,724	$45,474	$47,292	$49,184	$51,151
H	$39,245	$40,814	$42,447	$44,144	$45,910	$47,746	$49,656	$51,643	$53,708
I	$41,207	$42,855	$44,569	$46,352	$48,206	$50,134	$52,139	$54,225	$56,394
J	$43,267	$44,998	$46,797	$48,669	$50,616	$52,641	$54,747	$56,937	$59,214
K	$45,430	$47,247	$49,137	$51,103	$53,147	$55,272	$57,484	$59,783	$62,174
L	$47,702	$49,609	$51,594	$53,658	$55,804	$58,036	$60,358	$62,773	$65,283
M	$50,087	$52,090	$54,174	$56,341	$58,594	$60,939	$63,376	$65,911	$68,547
N	$52,591	$54,695	$56,882	$59,158	$61,525	$63,985	$66,545	$69,206	$71,974
O			$59,726	$62,115	$64,600	$67,184	$69,871	$72,667	$75,573
P				$65,222	$67,831	$70,543	$73,365	$76,300	$79,352
Q					$71,222	$74,071	$77,033	$80,116	$83,319
Longevity	$2,218	$2,307	$2,459	$2,620	$2,793	$2,905	$3,021	$3,142	$3,268

Each returning teacher moves forward one (1) level over the previous year.

Salary Schedule 2010-2011

Level	BS	BS+8	BS+16	BS+24	BS+36/MS	MS+10	MS+20	MS+30	MS+45
B	$33,241	$34,570	$35,953	$37,391	$38,887	$40,442	$42,059	$43,743	$45,492
C	$34,238	$35,607	$37,031	$38,513	$40,054	$41,655	$43,321	$45,055	$46,857
D	$35,265	$36,675	$38,142	$39,668	$41,256	$42,905	$44,621	$46,407	$48,262
E	$36,323	$37,776	$39,287	$40,858	$42,493	$44,192	$45,959	$47,799	$49,710
F	$37,487	$38,987	$40,546	$42,169	$43,854	$45,609	$47,434	$49,331	$51,304
G	$38,461	$40,000	$41,599	$43,264	$44,994	$46,794	$48,665	$50,612	$52,637
H	$39,529	$41,110	$42,754	$44,464	$46,243	$48,093	$50,016	$52,017	$54,097
I	$41,505	$43,165	$44,892	$46,687	$48,554	$50,496	$52,516	$54,618	$56,802
J	$43,581	$45,323	$47,136	$49,022	$50,983	$53,022	$55,142	$57,349	$59,643
K	$45,759	$47,590	$49,493	$51,473	$53,532	$55,673	$57,900	$60,216	$62,625
L	$48,047	$49,969	$51,967	$54,047	$56,208	$58,456	$60,795	$63,227	$65,756
M	$50,449	$52,467	$54,566	$56,749	$59,018	$61,379	$63,835	$66,388	$69,044
N	$52,972	$55,090	$57,294	$59,586	$61,970	$64,449	$67,026	$69,707	$72,496
O			$60,158	$62,566	$65,069	$67,671	$70,378	$73,192	$76,120
P				$65,693	$68,321	$71,054	$73,896	$76,852	$79,926
Q					$71,738	$74,607	$77,591	$80,695	$83,923
Longevity	$2,260	$2,351	$2,506	$2,670	$2,846	$2,960	$3,078	$3,201	$3,330

Each returning teacher moves forward one (1) level over the previous year.

9.3 Sheltering Teacher Retirement Contribution

According to authority granted by the Pension Reform Act of 1974, Section 414(h)(2) of the Internal Revenue Code, the Board of Education agrees to pay to the Teacher Retirement System on behalf of each teacher, from the established compensation schedule, the required percentage of earnings reflected for each teacher remaining due after the Board's payment of an amount equal to the full TRS payment by a teacher located in the initial level of column BS+8 Step C. In the event that the Board payment exceeds the required TRS contribution on behalf of a teacher, said additional monies shall become salary. Any additional monies due to TRS by the teacher will be withheld and sheltered by the Board of Education. The Board shall continue to pay to TRS from future established compensation schedules, on behalf of each teacher, the required percentage of the teacher's respective gross scheduled earnings. Should any of the above be declared improper by an IRS ruling or opinion, that clause or portion thereof shall be deleted from this Agreement to the extent that it violates the ruling or opinion.

9.4 Insurance: Group Major Medical, Dental and Term Life

The Board shall provide the full individual premium for employee group major medical insurance for PPO 200 or HMO. In addition, the Board shall pay on behalf of each teacher who chooses dependent medical insurance coverage thirty percent (30%) of the additional premium required for such dependent coverage for PPO 200 or HMO. With the onset of the 2005-2006 school year, the PPO 100 will be offered as an option to all employees. The cost difference between PPO 100 and PPO 200 for single coverage will be paid by the employee. For employees who choose PPO 100 dependent coverage, the Board shall pay an equivalent dollar amount as provided to employees under the dependent PPO 200 plan. The Board agrees to provide the full individual premium for dental insurance in addition to its medical premiums. The Board shall provide each teacher with fifty

thousand dollars ($50,000) group term life insurance coverage. The Board shall reimburse each teacher up to five hundred fifty dollars ($550) per individual or family, after a two hundred dollar ($200) deductible has been paid by the teacher (applicable to stop loss and including eye care costs). Effective with the onset of the 2005-2006 school year, all current indemnity covered employees shall elect either PPO 100, PPO 200, or HMO coverage. Changes in insurance coverage and the insurance carrier shall be by mutual agreement of the parties.

Part-time teachers shall receive Board contribution toward employee coverage, as outlined above, on a pro-rata basis.

9.5 Flexible Benefit Plan

The Board shall establish a flexible benefit plan. Such plan shall be developed in consultation with the Union and shall provide an opportunity, pursuant to relevant Internal Revenue Service Guidelines and Regulations, for teachers to deduct:

A. Dependent Health Insurance
B. Dependent Dental Insurance
C. Additional Term Life Insurance
D. Disability Income Insurance
E. Other Non-Reimbursed Medical/Dental Costs
F. Child/Dependent Care Costs

and other items as may be hereafter agreed between the Board and the Union from their overall compensation and to be subsequently reimbursed therefor upon the timely filing of evidence of payment of such insurance or other costs and with the other provisions of such flexible benefit plan.

Each teacher shall declare, not later than September 1 of each school year, their anticipated annual cost of benefits under the plan for the twelve (12) month period September through August, in a manner and amount in compliance with an Internal Revenue Service Section 125 Plan. Teachers shall be reimbursed up to one-half (1/2) their declared cost on the first payday in April, provided the teacher has filed evidence of payment in the month of March. Teachers shall be reimbursed their remaining declared cost, or their entire declared cost if no reimbursement was earlier claimed, on the first payday in the October next, provided the teacher has filed evidence of payment in the month of September.

Should the evidence of payment submitted by the teacher exceed the declared anticipated cost, the teacher shall receive as reimbursement the declared anticipated cost. Should the evidence of payment submitted by the teacher prove less than the declared anticipated cost, the teacher shall receive as reimbursement only the amount as specified through evidence of payment. Any remaining amount of money shall revert to the Board.

9.6 Compensation of Social Workers

Social Workers shall be hired on the MS+30 Lane of the salary schedule.

9.7 Compensation of Psychologists

Psychologists shall be hired of the MS+30 Lane of the salary schedule.

9.8 Horizontal Advancement on the Salary Schedule

Beginning with the 1998-99 school year, each teacher with the equivalent of BS+36 shall be placed on the BS+36/MS Lane at the appropriate level. No teacher so placed shall be allowed to move horizontally to a Lane higher than the BS+36/MS Lane unless the teacher first receives a Masters' Degree.

9.9 Horizontal Advancement Beyond the Masters' Degree

Credits which are earned prior to completion of the Masters' Degree shall not be used in allowing a teacher horizontal advancement beyond the BS+36/MS Lane.

9.10 Longevity Compensation

A teacher who reaches the final step of his/her salary schedule Lane shall begin to receive Longevity payments in addition to the amount listed on that salary schedule cell plus any other compensation, beginning with the first year that such teacher does not have room to advance a step, and for each ensuing year in which the teacher does not have room to advance a step.

The amount for this Longevity compensation is calculated as follows: First calculate a dollar amount that is equal to the dollar raise between the base year median step and the following step for the destination year.

The median step is defined to be the median cell of all listed cells within that teacher's salary schedule lane; if there are an even number of cells in that Lane the average of the two median steps shall be used.

All Longevity payments shall be cumulative; that is, the calculated amount shall be added to the teacher's total compensation each year thereafter, and shall be added to each following year's Longevity payments, in turn.

Sample Calculation: If a teacher is unable to advance a level on the salary schedule in the MS+45 column from the 2005-2006 school year to the 2006-2007 school year, his/her longevity shall be computed as follows:

- The median of column MS+45 in 2005-2006 is ($55,740 + $58,527)/2 = $57,133.50 (average of Levels I and J).
- A teacher able to advance a level from the median in 2005-2006 in the following year (in 2006-2007) would have a median salary of ($58,332 +$61,248)/2 = $59,790 (averages of Level J and K).
- The difference between the medians of these two years ($59,790 - $57,133.50 = $2656.50 = $2657) is equivalent to the longevity for the MS+45 column during the 2006-2007 school year.

Starting with the 2008-2009 school year, teachers receiving longevity shall receive the scheduled longevity increase but no less than three and one-half percent (3.5%) each year, if applicable.

9.11 Traveling Teachers

Teachers who as part of their teaching assignment must travel between attendance centers shall be reimbursed for mileage when using a personal vehicle at the yearly mileage rate as provided under IRS rules and regulations.

ARTICLE X

DURATION AND TECHNICAL CLAUSES

10.1 Duration

This Agreement shall become effective at 12:01 a.m. on the first day of the 2005-2006 school term and shall continue in effect until 11:59 p.m. on the last day prior to the opening of the 2011-2012 school year. When either party executes written notification to the other party prior to April 1 of the year the Agreement terminates that it wishes to renegotiate the Agreement, the parties shall meet no later than the first Monday of May to receive the Union proposal and negotiations shall within thirty (30) days continue in an effort to secure a Successor Agreement. The Agreement may be continued by mutual consent.

10.2 Management Rights

It is understood that all rights, powers and authority of the Board and/or its administrative staff not specifically limited by the language of this Agreement are retained by the Board. The Board, however, shall not take any action, which shall violate any of the specific provisions of this Agreement.

10.3 Recognition of This Agreement

This Agreement supersedes and nullifies all previous written and verbal negotiation agreements between the Board and the Union.

10.4 Separability

Should any Article, Section, or Clause of this Agreement be declared illegal by a court of competent jurisdiction, then that part shall be deleted from this Agreement to the extent that it violates the law. The remaining Articles, Sections and Clauses shall remain in effect. Should any additional modification or change be made in this Agreement, it shall be necessary that the parties mutually agree in writing.

10.5 Individual Contracts

Terms and conditions of this Agreement shall be stipulated in individual contracts or employment agreements.

10.6 No-Strike Provision

As provided in law, the Union agrees that it shall not strike for the duration of this Agreement.

10.7 Zipper Clause

The parties each voluntarily and unqualifiedly waive any rights which might otherwise exist under law to negotiate over any matter during the term of this Agreement, and each agrees that the other shall not be obligated to bargain collectively during the term of this Agreement with respect to any matter (except as otherwise specifically provided herein) even though each subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed the Agreement.

IN WITNESS THEREOF, this Agreement is signed this _____ day of _____, 2007.

FOR THE GURNEE FEDERATION OF TEACHERS
LAKE COUNTY FEDERATION OF TEACHERS
LOCAL 504, IFT-AFT/AFL-CIO

_____
President

_____
Secretary

FOR THE BOARD OF EDUCATION OF
GURNEE SCHOOL DISTRICT 56
LAKE COUNTY, ILLINOIS

_____
President

_____
Secretary

MEMORANDUM OF AGREEMENT

REEMPLOYMENT OF RETIRED GURNEE DISTRICT 56 TEACHERS

The following agreement is made between the Gurnee District #56 Board of Education ("District") and the Gurnee Federation of Teachers, Lake County Federation of Teachers, Local 504, IFT-AFT/AFL-CIO ("Union") and shall be subject to the terms and provisions of the 2008-2011 Collective Bargaining Agreement Extension between the parties:

Retired Gurnee District #56 teachers returning to the District as teachers after retirement shall be placed on the salary schedule in the same manner as new employees per Article 9, Section 1 of the Collective Bargaining Agreement and shall not be eligible for insurance benefits or Illinois Teachers' Retirement System (ITRS) contributions. In the event a returning retired teacher works full time in a Regional Office of Education designated critical shortage area within the District, the teacher shall be entitled to full single insurance coverage as provided in the Collective Bargaining Agreement.

FOR THE GURNEE FEDERATION OF TEACHERS
LAKE COUNTY FEDERATION OF TEACHERS
LOCAL 504, IFT-AFT/AFL-CIO

_____
President

_____
Secretary

FOR THE BOARD OF EDUCATION OF
GURNEE SCHOOL DISTRICT 56
LAKE COUNTY, ILLINOIS

_____
President

_____
Secretary

MEMORANDUM OF AGREEMENT

COMPENSATORY RELEASE TIME FOR COMMITTEE WORK

Teachers who have given notice of retirement may desire to take part in committee work pursuant to section 8.9 of the Collective Bargaining Agreement without earning hourly compensation that would increase their credible earnings beyond 6% and thereby create ITRS funding liability for the Board.

Therefore, the District 56 Board of Education and the Gurnee Federation of Teachers agree that such teachers, who are approved by the District for committee work, will receive compensatory release time in full day or half day increments to be taken during the school year in which it is earned. The days will be mutually agreed upon between the teachers and the principal.

FOR THE GURNEE FEDERATION OF TEACHERS
LAKE COUNTY FEDERATION OF TEACHERS
LOCAL 504, IFT-AFT/AFL-CIO

_____
President

_____
Secretary

FOR THE BOARD OF EDUCATION OF
GURNEE SCHOOL DISTRICT 56
LAKE COUNTY, ILLINOIS

_____
President

_____
Secretary

AGREEMENT

BETWEEN THE

BOARD OF EDUCATION

GURNEE SCHOOL DISTRICT #56
LAKE COUNTY, ILLINOIS

AND THE

GURNEE FEDERATION OF TEACHERS

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

FOR THE SCHOOL YEARS

2001 - 2002
2002 - 2003

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ARTICLE I

RECOGNITION

1.1 Recognition

A. The Board of Education of District 56, Lake County, Illinois, hereinafter referred to as the "Board," hereby recognizes the Gurnee Federation of Teachers, a Council of the Lake County Federation of Teachers, Local 504, IFT-AFT/AFL-CIO, hereinafter referred to as the "Union" as the sole and exclusive negotiating agent for all regularly employed full-time certificated teaching personnel, certified nurses, social workers, and all regular full and part-time psychologists. The intent shall be to exclude from the bargaining unit: Administrators (including Superintendent, the Superintendent's staff and assistants, principals, and all other administrators), counselors, teacher aides, clerks, any employee who spends more than fifty percent (50%) of his/her time supervising other teachers, and all other non-teaching staff.

B. Teachers regularly employed on a part-time basis shall be recognized as members of the bargaining unit, but benefits extended to such teachers shall be apportioned fractionally consistent with their part-time status where possible. Substitute teachers shall not be included in this group and shall be excluded from the bargaining unit.

C. The term "teacher" when used hereinafter in this Agreement shall refer to members of the bargaining unit as defined above.

D. The Board agrees not to negotiate with any teacher's organization other than the Union during the life of this Agreement. The Board further agrees not to negotiate with any individual teacher on matters covered in the four corners of this Agreement during the life of this Agreement.

E. Individual teacher contracts shall conform to the provisions of this Agreement.

1.2 Freedom to Join the Union

The Board shall not discriminate against any teacher by reason of his membership in the Union. Neither shall the Union discriminate against any teacher by reason of his non-membership in the Union.

1.3 Resolution of Questions

The Superintendent or his/her designee shall meet at least once a month with the President of the Union or his/her designee, for the purpose of discussing questions. Such meetings shall be at a mutually agreeable time and place.

The Union President or designee shall be given the opportunity during a regular Board meeting to address the Board briefly, provided such remarks shall exclude any references to grievances or negotiations then in process, and provided further that the Superintendent be advised in writing of the substance of such remarks at least four (4) calendar days in advance of the meeting.

It is understood that where discussions covered under Paragraph 1 are forwarded to the Board by the Superintendent and Union, said discussions shall be excluded under Paragraph 2 of this Section.

1.4 Educational Issues Committee

A joint Educational Issues Committee shall be established consisting of three (3) teachers appointed by the Union President or designee and three (3) persons appointed by the Superintendent or designee, at least one (1) of whom shall not be a building principal. The EIC shall meet within ten (10) working days of a written request for such meeting, provided such request shall be accompanied by the proposed agenda and that, except by mutual consent, there shall be no obligation to meet more frequently than once each two (2) calendar months. The agenda shall not include individual personnel items, any pending grievance or any pending item being negotiated.

ARTICLE II

PAYROLL DEDUCTIONS

2.1 Dues Deduction

A. Any teacher who is a member of the Union may sign and deliver to the Board office an assignment authorizing deduction of Union dues in an amount specified by Local 504. The assignment shall specify the total amount of annual and monthly dues. Such authorization and assignment shall continue in effect from year to year unless canceled in writing by the originating teacher prior to October 1 of any new school year. Termination of employment for any reason shall constitute revocation of authorization for dues deduction.

B. The Board shall deduct monthly dues beginning in October and continuing through June when assignment cards have been received, providing that the Board has no responsibility for collecting past or overdue dues. It shall be the responsibility of the Union to collect directly from the teachers:

1. Dues owed after cancellation of a deduction authorization.

2. Dues owed before the time the deduction authorization became effective.

3. Dues missed because of insufficient earnings.

C. The Board shall remit monthly to the Treasurer of the Union the total amount of money deducted for that period. The first such payment shall be made by October 28 of any school year and by the 28th of each month thereafter. Such remittance shall be accompanied by a listing of the names of teachers from whose salary the dues were deducted.

2.2 Fair Share

All teachers covered by this Agreement who are not members of the Union shall pay to the Union their fair share of the cost of the services rendered by the Union that are chargeable to non-members under state and federal law.

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

This fair share agreement shall safeguard the right of non-association of teachers based upon bona fide religious tenets or teaching of a church or religious body of which such teachers are members. Such teachers may be required to pay an amount equal to their fair share under this Agreement to a non-religious charitable organization mutually agreed upon by the teachers affected and the Union, or if no mutual agreement is reached, from an approved list of charitable organizations

established by the Illinois Educational Labor Relations Board. Non-member teachers who object to the amount of the fair share fee have the right to file an unfair labor practice charge against the Union pursuant to Paragraph 1714(b)(1) of the Illinois Educational Labor Relations Act. The Union and the Board shall comply with the fair share rules of the IELRB.

2.3 COPE Deduction

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

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

2.4 Other Deductions

The Board shall without charge, and upon written request, deduct from the respective employee salary such payments as directed for selected annuity programs, investment funds and group insurance programs.

New teachers not covered by annuity programs, investment funds, or group insurance programs may participate either in existing programs or, upon the written request of a group of at least five (5) teachers, in new programs.

In the event the Union becomes liable for any claims, demands, suits, or other forms of action because of its compliance with this provision, the Board agrees to immediately increase the maximum number of programs and decrease the total number of teachers needed to start a new program in order to meet the substance of said action.

2.5 Hold Harmless

The Union agrees to indemnify and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Board for the purpose of complying with any of the provisions of this Article or in reliance of any assignment furnished under the provisions of this Article.

ARTICLE III

UNION TEACHER RIGHTS

3.1 Union Announcements

The Union shall be permitted to communicate through the intra-district mail system if such system exists. The Union also shall be permitted to communicate through use of teacher mailboxes for legal Union business. A bulletin board reserved for Legal Union Activity announcements shall be provided in each school.

3.2 Use of Facilities

The Board and/or the Superintendent shall grant the Union use of school facilities for Union meetings, at reasonable times and providing no other scheduled events conflict, subject to the following conditions:

A. Request for use of facilities shall be made to the Superintendent at least twenty-four (24) hours in advance of proposed use.

B. Nothing herein shall prevent the Board from charging reasonable fees for use of school facilities where costs are incurred.

C. It is understood by the parties that no more than one (1) meeting per month should be necessary.

3.3 Dissemination of Information

The Board shall furnish the Union President, in response to reasonable requests, readily available public information.

3.4 Student Discipline

A. A teacher may exclude a pupil from a class period when in the opinion of the teacher the grossness of an offense or the persistence of the behavior has a disruptive effect on the other students.

B. When a pupil is so excluded by a teacher, the student shall be sent from the classroom to the building administrative office and the problem shall be referred for solution to the building principal or his/her designee. The teacher shall be notified of the disposition of the problem.

C. Nothing contained in this Article shall be construed as rescinding the obligation of the teacher to exercise the maturity, restraint, patience and judgment which is normally required in the guidance and training of youth.

3.5 Student Grades

Grades shall be final as reported by the teacher unless disputed. Disputed grades may be changed by the Administration. Teachers shall have the right and opportunity to attach comments to any grade change made by the Administration.

3.6 Complaints Against Teachers

A complaint related to a specific teacher that might lead to disciplinary action shall be made known to the teacher promptly. The principal (if requested by either the teacher and/or parent) shall attempt to arrange a parent-teacher or parent-teacher-principal conference.

If the complaint is to become a matter of record, said complaint must be reduced to writing and the teacher shall be provided with a copy and may attach a response to the official records at the time the complaint is reduced to writing.

When students are to be questioned about a complaint or incident, a reasonable effort shall be made to have another adult present at the time of the questioning. The teacher against whom a complaint is alleged may request who the second adult will be. During questioning, the sole purpose of the presence of the second adult is to observe and listen to the questioning process. A reasonable attempt shall be made to keep students involved in an incident separated until each has been questioned.

3.7 Teacher Personnel File

The Board shall maintain in the District a personnel file on each teacher. A teacher shall have the right to inspect this file during regular business hours provided such inspection shall not interfere with the teacher's regularly assigned duties. Such inspection shall take place only in the presence of an administrator or administrative designee. Individual copies of any non-confidential material shall be given the teacher on request.

3.8 Teacher Privacy

A. The right of teachers to receive mail and/or correspondence with a specifically named addressee shall not be infringed upon by any Board member, supervisor, administrator or other representative of the Board.

B. Each building shall have a telephone for teacher's use to conduct school business.

3.9 Classroom Interruptions

Administration shall attempt to keep classroom interruptions to a minimum.

3.10 Duty-Free Lunch

Teachers shall have a duty-free lunch period consistent with the provisions of The School Code of Illinois, Section 24-9, 1992 issue.

3.11 Right of Privacy

Without a teacher's permission, no portions of a teacher's file shall be disclosed to third parties except as required by law or as shall be necessary in the performance of the Board's or Administration's responsibility.

3.12 Teacher Recertification Issues

A. Local Professional Development Committee (LPDC)

There shall be one (1) LPDC to serve all teachers throughout the District. On this Committee there shall be a minimum of three (3) teachers appointed by the Union President; one (1) administrator and one (1) at-large member appointed by the Administration. There shall also be one (1) alternate teacher appointed by the Union President who shall participate only when a Certificate Renewal Plan (CRP) of one of the regular committee members is being voted upon. Additional LPDC members will be added if the entire LPDC agrees upon the need.

B. Terms of LPDC Members

LPDC members appointed by the Union will serve until they decide to resign or until the Union President dismisses them.

C. Release Time and Reimbursement for LPDC Members

LPDC Committee members will be given release time, or will be reimbursed as per the rate cited in ARTICLE VIII, Section 8.9 Committee and Paperwork Pay for time spent beyond the regular school day. The Committee shall decide their schedule. While it is acknowledged that there is a preference to meet after school, the option to meet during school hours shall be available when needed.

ARTICLE IV

EMPLOYEE EVALUATION

4.1 Evaluation of Classroom Performance

Teachers shall be formally evaluated in writing following the Professional Growth Plan. Evaluations shall be conducted by administrators as designated by the Superintendent.

Tenure Teachers (A through E)

A. The administrator shall make himself/herself available for questions regarding the Professional Growth Plan.

B. Teachers on contractual continued service shall be evaluated at least once in the course of every two (2) years.

C. A conference between the evaluator and the teacher shall be held prior to the end of the school year.

D. Teachers shall be permitted to attach written comments to their written evaluations and such comments shall become part of the evaluation.

E. Teachers shall sign the goal setting form original to indicate they have read the comments contained therein.

Non-Tenure Teachers (F through N)

F. The administrator shall make himself/herself available for questions regarding the Professional Growth Plan.

G. Each formal evaluation for teachers not on contractual continued service shall consist of a pre-conference, a formal observation, and a post-conference.

H. Pre-observation and post observation conferences shall be done in-person, with the evaluating administrator and the teacher both present. Both the teacher and the evaluating administrator shall initial all forms to verify that the meetings have taken place.

I. A conference between the evaluator and the teacher shall be held no later than ten (10) school days after the evaluation observation has been completed.

J. The evaluator shall provide the employee both constructive assistance to improve the quality of instruction as well as a written statement of deficiencies (where deficiencies are noted). Suggestions for improving deficiencies shall be offered by the evaluator in writing, recognizing that the responsibility for improvement rests with the teacher. Teachers shall be provided a copy of the completed written documentation at the time of the post-conference unless the teacher shall agree to an alternate time.

J. During the teacher's first year in the District, this shall include a minimum of three (3) formal evaluations. The first evaluation must be completed by November 1; the second by January 25; and the summative evaluation by March 15.

K. During the teacher's second year, this shall include a minimum of two (2) formal evaluations. The first evaluation must be completed by November 1; the summative evaluation by March 15.

L. During the teacher's third and fourth years respectively, this shall include a minimum of one (1) formal evaluation each year. The summative evaluation must be completed by March 15.

M. Teachers shall be permitted to attach written comments to their written evaluations and such comments shall become part of the evaluation.

4.2 Consulting Teacher

In compliance with the Illinois School Code, a teacher may be appointed as a consulting teacher if he/she has at least five (5) years of teaching experience and otherwise complies with the requirements of such an appointment. No teacher shall be required to serve as a consulting teacher if unwilling to do so. Consulting teachers shall be compensated by stipend and/or release time appropriate to the anticipated extent and nature of such consultation. The amount and nature of such compensation shall be as agreed between the Board, the Union, and the consulting teacher.

4.3 Informal Evaluation

Nothing contained herein shall limit the right of management to utilize informal observations and other firsthand evaluative criteria for considering competency of any teacher. These informal evaluations shall be reduced to writing and submitted to the teacher as in 4.1, E., before they have any impact regarding the teacher's personnel file.

"Informal" shall be defined as an evaluation conducted during the teacher workday which may not result in a written document, but which may result in a discussion between the teacher and principal. Where deficiencies are observed, suggestions for improving deficiencies shall be offered by the evaluator in writing, recognizing that the responsibility for improvement rests with the teacher.

4.4 Grievability

Any grievance filed relative to this Article shall be limited to violations of the specific procedures as outlined in the Professional Growth Plan and in 4.1, A., through 4.1, H., in this Article.

ARTICLE V

WORKING CONDITIONS

5.1 School Year

The school year shall consist of not more than one hundred eighty-five (185) days, of which one hundred eighty (180) shall be scheduled by the Board as pupil attendance days. No fewer than five (5) of the one hundred eighty-five (185) days shall be declared by the Superintendent and the Board as special holidays or non-school days, provided that no emergencies make it necessary to use them as school days.

5.2 Stipulated Workday

All certified personnel shall be required to be in the building seven and one-half (7 ½) hours including a duty-free lunch period except that teachers shall be required to remain as assigned for extra duties, faculty meetings, parent conferences and open houses, other regularly scheduled events and emergencies as defined by the Administration. The additional activities for which teachers are required to remain outside the school day shall be reasonable in both number and duration. Administrators must give each teacher reasonable notice of any such additional activity to be required.

The final two (2) full school days of the school year shall be shortened pupil attendance days (five (5) hours). The balance of that pupil attendance day shall be utilized as a teacher records completion day.

Where on a rare occasion a teacher has a prior commitment, he/she may have permission to be excused immediately after student dismissal provided said teacher is not required to be in attendance at a previously scheduled meeting and/or school function.

The teacher shall not be required to take leave time until such time when the total amount of minutes used for said appointments adds up to one-half (1/2) day, in which case one-half (1/2) day of sick leave shall be deducted during the then current school year.

5.3 Bus Duty

Teachers who perform morning bus duty prior to the start of school shall be permitted afternoon release time at the end of the school day equal to the time spent at morning duty, or shall receive compensation as provided in Article VIII, Section 8.5, at the teacher's discretion, regardless of whether the teacher is required to or voluntarily agrees to perform such duty. Additionally, a teacher who performs morning bus duty that extends in whole or in part into the stipulated workday, may extend his/her workday by the same amount of time spent on workday bus duty, and shall receive compensation as provided above for the amount of time spent on this bus duty during the workday; alternatively, at the discretion of the teacher, such teacher may choose not to extend his/her workday, but shall then not be compensated for time spent on bus duty during that workday.

The Board shall seek teacher volunteers. In the event an adequate number of said personnel is not available, the Board shall employ non-teaching personnel to perform bus duty. Where said volunteers are not available, the Administration reserves the right to assign District staff on a rotating basis. When school scheduled meetings and/or parent teacher conferences conflict with

compensatory release time, the teacher may defer use of same for an extended period not to exceed ten (10) school days.

5.4 Posting of Vacancies

The Board shall post teaching and administrative vacancies as they occur and newly created positions for a period of five (5) working days in each building prior to permanently filling said vacancy. During the summer months said vacancies shall be posted in the Administration Office.

5.5 Transfers

Prior to transferring a teacher involuntarily between grades or buildings, the Administration and affected teacher(s) shall consult regarding said change in assignment. In the event the teacher disagrees with said transfer, the teacher shall not be so transferred except as follows in which case the Board retains the right to transfer involuntarily:

A. Where the teacher is the only qualified teacher to fill said position;

B. Where transfers involve movement of entire grade levels between buildings;

C. Where no qualified teachers are agreeable to a transfer, in which case the least senior teacher shall be transferred; and

D. Where a transfer is to an open or newly created position, seniority does not apply.

5.6 School Calendar

The Superintendent or designee shall consult with the Union President or designee and shall make a reasonable effort to agree upon the school calendar prior to submission of recommendations to the Board.

5.7 Lunchroom/Playground Duty

Lunchroom monitors shall continue to supervise student lunch and playground activity at all facilities without teacher assistance.

ARTICLE VI

GRIEVANCE PROCEDURE

6.1 Definitions

A. Any claim by a teacher, or the Union if said claim is of a class action nature or pertains to administrative staff beyond the building level, that there has been a violation, misrepresentation, or misapplication of the terms of this Agreement shall constitute a grievance.

B. All time limits consist of school days, except that when a grievance is submitted fewer than ten (10) days before the close of the current school term, time limits shall consist of all weekdays.

6.2 Statement of Basic Principles

A. Every full-time teaching employee covered by this Agreement shall have the right to present grievances in accordance with these procedures, with or without representation as defined in formal steps beyond the building level. Nothing contained in this Article or elsewhere in this Agreement shall be construed to prevent any individual teacher from discussing a problem with the Administration and having it adjusted without intervention or representation by organization representatives.

B. A teacher who participates in these grievance procedures shall not be discriminated against, or be subjected to discipline or reprisal by organization representatives.

C. The failure of a grievant or the Union to act on any grievance within the prescribed time limits shall act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step.

D. The Union shall be notified of the final disposition of grievance within ten (10) days which disposition shall not be in conflict with any of the terms or conditions of this Agreement.

E. Conferences under this procedure shall be conducted at a time and place which shall afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present, to attend and shall be held, insofar as possible, after regular school hours or during non-teaching time of personnel involved. When such hearings and conferences are held at the option of the Superintendent, during school hours, all employees whose presence is required shall be excused with pay for that purpose.

F. It is agreed that any investigation or other handling or processing of any grievance by the grieving teacher or teacher organization representatives shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the teaching staff.

6.3 Procedures

A. First Step

An attempt shall be made to resolve any grievance in informal, verbal discussion between complainant and his/her immediate superior. The teacher may bypass this First Step if he/she chooses.

B. Second Step

If the grievance cannot be resolved informally, the aggrieved teacher shall file the grievance in writing, and at a mutually agreeable time discuss the matter with the principal. The written grievance shall state the nature of the grievance, shall note the clause or clauses of the Agreement allegedly violated, and shall state the remedy requested. The filing of the grievance at the Second Step must be within fifteen (15) days from the date of the occurrence of the event giving rise to the grievance or when the teacher should reasonably have been aware of the occurrence. The principal or other administrator who has authority to make a decision on the grievance shall make such decision and communicate it in writing to the teacher and the Superintendent within ten (10) days.

C. Third Step

In the event a grievance has not been satisfactorily resolved at the Second Step, the aggrieved teacher shall file, within five (5) school days of the principal's written decision or answer at the Second Step, a copy of the grievance with the Superintendent. The aggrieved teacher shall send a copy of such grievance to the Union President. Within ten (10) days after such written grievance is filed, the aggrieved, a representative of the aggrieved, as desired, the principal, and the Superintendent, or his/her designee, shall meet to resolve the grievance. The Superintendent, or his/her designee, shall file an answer within ten (10) days of the Third Step grievance meeting and communicate it in writing to the teacher, the principal, and the Union President. The teacher, upon request to the Union, may have a Union representative present.

D. Fourth Step

If the Union is not satisfied with the disposition of the grievance at Step Three or the time limits expire without the issuance of the Superintendent's written reply, the Union may submit the grievance to binding arbitration. The parties shall select a mutually acceptable arbitrator or, in the absence of agreement on the selection of an arbitrator, may submit the grievance under the Voluntary Labor Arbitration Rules of the American Arbitration Association (AAA), which shall act as the administrator of the proceedings. If the demand for arbitration is not filed within thirty (30) days of the date for the Step Three answer, then the grievance shall be deemed withdrawn.

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

2. The arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore, or add to the provisions of the Agreement. His/her authority shall be strictly limited to deciding only the issue or issues presented to him/her in writing by the School Board and the Union, and his/her decision must be based solely upon his/her interpretation of the meaning or application of the express relevant language of the Agreement.

3. Each party shall bear the full cost for its representation in the arbitration. The cost of the arbitrator and the AAA shall be divided equally between the Board and the Union.

4. If either party requests a transcript of the proceedings, that party shall bear the full cost of that transcript. If both parties order a transcript, the cost of the two (2) transcripts shall be divided equally between the Board and the Union.

E. Bypass to Superintendent

If the Union and the Superintendent agree, Step Two of the grievance procedure may be bypassed and the grievance brought directly to Step Three.

F. Bypass to Binding Arbitration

If the Superintendent and the Union agree, a grievance may be submitted directly to binding arbitration.

G. Class Grievance

Class grievance involving one (1) or more teachers or one (1) or more supervisors, and grievances involving an administrator above the building level may be initially filed by the Union at Step Three.

H. Union Participation - Teacher Not Represented

When a teacher is not represented by the Union, the Union reserves the right to have a representative present at Step Three proceedings.

I. Grievance Withdrawal

A grievance may be withdrawn at any level without establishing precedent.

ARTICLE VII

LEAVES

7.1 Sick Leave

Each teacher shall be granted twelve (12) sick leave days per school year. Any unused sick leave days shall be accumulated annually to a maximum of two hundred fifty (250) days.

Sick leave shall be interpreted to mean personal illness, quarantine or serious illness or death in the immediate family or household (immediate family shall include: parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in- law, sisters-in-law, and legal guardians). Absence due to pregnancy related disability shall be treated as sick leave.

7.2 Personal Business Leave

A. Each teacher shall be given two (2) days personal leave at full pay per school year to be used for personal business, which cannot be conducted except during regular school hours. No reason for such leave need be given. Such leave shall accumulate to a maximum of four (4), so that no more than six (6) days are available the following year (that is, if a teacher uses no personal business leave days for two consecutive years, the teacher will have four accumulated days plus two days for the following year). Except in cases of an emergency, written advance notice of the necessity for personal leave shall be submitted three (3) school days prior to date of leave to the Superintendent or his/her designee. In the case of an emergency, the teacher must provide reason for the leave as soon as possible and in any event, no later than the day he/she returns to duty. Personal leave shall not be customarily honored immediately prior to or after vacation periods or holidays except by specific approval of the Superintendent; personal leave shall customarily be approved on these days in the case of an emergency, or when the scheduling of the reason-giving rise to the request is beyond the control of the teacher. No more than three (3) teachers from a given attendance center may take personal leave on the same day. No teacher may use personal business leave on more than two consecutive workdays.

B. Any unused personal leave over four in number remaining at the end of a school year shall be added to the teacher's accumulated sick leave.

C. Alternatively to B. above, all remaining unused personal business leave at the end of the teacher's last year of employment in the District shall be added to the teacher's accumulated sick leave.

D. Teachers required to attend court hearings other than jury duty shall be able to use not more than five (5) sick days after exhaustion of personal leave for said purpose during the school year. The District may require evidence of required obligations.

7.3 Professional Leave

Administration may grant leave to attend and/or prepare for a professional conference or presentation. A request for said leave must be in writing. Authority to grant or not to grant professional leave shall rest solely with the Administration. Such leave shall be at full pay and shall not be charged to annual sick or personal leave.

7.4 Jury Duty

The Board shall pay the regular salary to teachers called for jury duty but shall deduct any compensation received for such duty with the exception of compensation received for travel allowance.

7.5 Report of Leave

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

7.6 Fractional Leave

Any teacher on leave for a fractional portion of a school day shall have his/her accumulated leave charged with said fractional value on a half-day basis.

7.7 Sabbatical Leave

Upon application in writing, teachers may be granted sabbatical leave.

7.8 Military Leave

Certified personnel who are called for emergency, short- term military service while under full-time contract to the District shall be granted leave without pay. Such leave shall not be charged to annual sick or personal leave.

7.9 Foreign Exchange Leave

The Board may grant any tenured teacher a leave of absence for a period of one (1) year to teach in a foreign country.

7.10 Leaves of Absence Without Pay

A. Leaves of absence may be granted without pay to tenured teachers who have rendered satisfactory service to the District and who desire to return to employment in a similar capacity at a time, as defined below, consistent with the needs of the District.

B. Leaves of absence without pay for not more than one (1) year may be granted to tenured teachers according to the following conditions:

1. Written requests for leaves of absence without pay should be made at least three (3) months before the leave is desired, subject to approval by the Board.

2. Dates of departure, return and notification of intent to return shall be determined by the teacher and the Superintendent prior to initiating the request to the Board.

3. Leaves may, unless stipulated to the contrary in this Agreement, be granted for:

    a. Advanced study leading to a degree in an approved university.

b. Educationally related travel if the applicant provides an itinerary and an explanation of how such travel shall improve the educational program.

c. Military service.

d. Parental leave.

e. Other reasons acceptable to the Board, which shall improve the educational program in the District.

4. With the consent of the carrier, the teacher may maintain insurance benefits by making timely payments of all premiums, which may be due to the District's Business Office or elsewhere pursuant to its direction.

5. Any teacher who has been employed ninety-three (93) or more days of the school term in which such leave commences shall be entitled to such advancement on the salary schedule as the teacher would have had if the leave had not been granted. If the leave exceeds the school term in which it commences, the second school term shall not be considered for step advancement on the salary schedule.

6. If a teacher is granted an unpaid leave of eight (8) calendar months or more, as a condition thereof, the teacher shall advise the Superintendent or designee in writing no later than February 15 prior to the termination of such leave that he/she intends to return to employment, provided that the Superintendent or designee has first mailed a reminder of this condition to the teacher no later than February 1. Failure to timely advise the Superintendent or designee of intent to return as required above shall be treated as a voluntary election not to return to employment and as a resignation from the District. Failure of the Superintendent or designee to timely send the letter of reminder shall waive the teacher from all obligations hereunder.

7.11 Maternity/Child Rearing Leave

A teacher who has entered upon contractual continued service shall be granted maternity/child rearing leave without pay or other benefits subject to the following conditions: (As used herein, "teacher" means a tenured teacher, except in Section E, which is applicable only to non-tenured teachers.).

A. The teacher shall advise the Superintendent or designee of her pregnancy no later than the fourth month of pregnancy or upon ascertainment of such condition, whichever shall be the later. At such time, she shall provide a written statement from her obstetrician or physician indicating the expected date of delivery. Application for a maternity/child rearing leave shall be made in writing to the Superintendent or designee at least one hundred twenty (120) calendar days prior to the anticipated birth of the child.

B. In consultation with the teacher, the Superintendent or designee shall prepare a plan for the commencement and termination of such leave, taking into consideration maintenance of continuity of instruction and medical factors to the maximum possible degree, and the pertinent time factors related thereto. The leave shall not exceed the balance of the school term in which it commences and one (1) additional school term. Every effort shall be made to have such leave terminate immediately prior to the start of a new school term. Such leave shall commence upon the date agreed upon by the Superintendent or designee and the teacher. Such leaves, which commence during the summer recess, shall begin no later than July 1.

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

C. A teacher shall be allowed to use up to forty-five (45) consecutive days of sick leave directly following the birth of a child. Any teacher who has medical reason with written explanation from a physician for continued sick leave beyond the forty-five (45) days shall be allowed to utilize additional sick leave days for the specified period. Any other alteration or extension of the forty-five (45) days are left to the discretion of the Superintendent or designee, and such decision shall be without precedential effect. Following this period of time, sick leave shall not be applicable during the period of the maternity/child rearing leave. Any accumulated sick leave available at the commencement of the unpaid leave shall be available to the teacher upon return to employment in the District.

D. Any teacher desiring adoption leave as a result of becoming an adoptive parent shall notify the Superintendent or designee, in writing, upon the initiation of such adoption proceedings. Leave shall be granted, as in Section B above, upon satisfactory written notification to the Superintendent or designee of the date the child is expected to be received. It shall be the responsibility of the applying teacher to keep the Superintendent or designee informed on the status of the proceedings, and, as soon as known, the expected date of the delivery of the child. This Section shall not be applicable if the adopted child is ten (10) or more years of age at the time the child is received.

E. A maternity/child rearing leave may be granted to a non-tenured teacher under unusual circumstances by action of the Board, subject to all the conditions applicable to a tenured teacher, and provided the term of such leave shall not be considered in computing full-time employment under Section 24-11 of the Illinois School Code for purposes of the continuous employment necessary to attain contractual continued service status. Upon the return from such leave, the teacher shall be considered to have commenced her first probationary year. The granting of maternity leave to any non-tenured teacher shall not constitute a precedent for the granting or withholding of leave to any other non-tenured teacher. Each request shall be judged on its own merits and shall be within the sole discretion of the Board. Additional conditions or restrictions may be established for any such leave, provided nothing herein shall be construed as requiring any non-tenured teacher to apply for such leave or to accept the conditions established.

F. A teacher who has been granted a maternity/child rearing leave of absence shall not become eligible for a subsequent maternity/child rearing leave unless and until such teacher has returned to full-time service for at least one (1) complete school term provided under exceptional circumstances the Board may grant such a leave in its sole and absolute discretion. The granting or withholding of such leave shall be without precedential effect.

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

H. A male teacher who has entered upon contractual continued service shall be entitled to a child rearing leave of absence, provided the teacher complies with all of the applicable notice and other requirements of this Section. Eligibility for such leave shall arise upon the anticipated birth of a child, which the teacher has fathered, or upon his planned adoption of a child.

I. If a teacher brings into his or her home a newly adopted child, such teacher shall be allowed to utilize up to forty-five (45) consecutive sick leave days and/or personal leave days with pay, upon imminent arrival of the child into the home. Any alteration or extension of the forty-five (45) days is left to the discretion of the Superintendent or designee, and such decision shall be without precedential effect. The intent of this leave is to allow the teacher time to prepare for the

arrival of a child new to the teacher, and to grant a period of time for the parent and the child to form a relationship with each other.

7.12 Bereavement Leave

Bereavement leave of a maximum of two (2) days shall be granted for each death in the immediate family, as defined elsewhere herein, and grandparents of the spouse. Additional bereavement leave may be granted by the Superintendent in his/her discretion and without precedential effect.

7.13 Family and Medical Leave

A. All teachers who have been employed for at least twelve (12) months and for at least one thousand two hundred fifty (1,250) hours during the year preceding the start of the leave shall be eligible for family and medical leave.

B. Eligible teachers shall be entitled to unpaid leave of up to twelve (12) weeks during any one school year for the following reasons:

1. the birth of a child and to care for such child;

2. the placement of a child for adoption or foster care;

3. the care for the teacher's spouse, child, parent or parent-in-law with serious health condition;

4. because of the teacher's own serious health condition.

C. Serious health condition shall mean an illness, injury, impairment, or physical or mental health condition that involves:

1. any period of incapacity or treatment connected with inpatient care in a hospital, hospice, or residential medical care facility, or

2. continuing treatment by (or under the supervision of) a health care provider.

D. A teacher may elect to take up to twelve (12) weeks of family and medical leave to which the teacher is entitled as one block of time, or on an intermittent or reduced leave schedule.

E. A teacher who is on leave shall continue to receive health care benefits under the same terms and conditions as other teachers not on leave.

F. This Section shall be consistent with the Family and Medical Leave Act of 1993 (Public Law 103-3) and the U.S. Department of Labor regulations pertaining thereto (29 C.F.R. Part 825).

7.14 District Emergency Sick Leave Bank Plan

A. Establishing the Sick Leave Bank

Each eligible District 56 employee may voluntarily donate one (1) sick leave day to establish and become a member (hereinafter referred to as "Member Employee") of an Emergency Sick Leave Bank. The maximum number of days held in the District Emergency Sick Leave Bank will not exceed one hundred eighty (180) days. A new employee who wishes to become a member of the District Emergency Sick Leave Bank will be asked to volunteer one (1) sick day. To enroll,

the Emergency Sick Leave Bank Enrollment Form must be submitted to the Business Office by 4:00 p.m., September 15 of any given year.

The Superintendent or designee will implement procedures for this program. If a concern arises, the Superintendent will discuss the concern with the Union President. If no mutually agreeable resolution can be reached, the decision of the Superintendent is grievable according to the Grievance Procedure in the Collective Bargaining Agreement.

B. General Conditions

If the Emergency Sick Leave Bank falls below twenty (20) days, each Member Employee will again volunteer at least one (1) day in order to maintain membership in the Emergency Sick Leave Bank. Any sick day donated will be non-refundable.

Upon depletion of his/her sick leave and personal leave days, a Member Employee may make application to use the Emergency Sick Leave Bank days. Emergency Sick Leave Bank days will only be approved for catastrophic illness, accident, prolonged illness, or other circumstances as determined by the Superintendent that may affect the employee or any member of his/her immediate family (as defined in the current Collective Bargaining Agreement).

The maximum number of days drawn by any participating Member Employee shall be twelve (12) days per incident in any one (1) year.

C. Procedure for Use of Emergency Sick Leave Bank

Any participating Member Employee will be entitled to draw from the Emergency Sick Leave Bank provided the following three (3) conditions are met:

1. The participating Member Employee has used all his/her personal accumulated sick days and personal days.

2. The participating Member Employee shall produce a Licensed Medical Doctor's certificate as proof of need.

3. The participating Member Employee has been absent more than five (5) consecutive work days in connection with the same illness and/or incident. Exceptions such as chemotherapy treatment, renal dialysis, etc., will be approved at the discretion of the Superintendent.

Any participating Member Employee who has used the maximum number of Emergency Sick Leave Bank days will again be eligible to use the Emergency Sick Leave Bank after conditions 1-3 above are met for a second illness. However, the five (5) day waiting period referenced in C.3. will be waived.

If an illness carries into the next school year, conditions 1-3 must be met again before the individual is eligible to use the Emergency Sick Leave Bank again.

ARTICLE VIII

FRINGE BENEFITS/SUPPLEMENTAL COMPENSATION

8.1 Pay Periods

Teachers shall be paid regular compensation in twenty-six (26) pro-rata bi-weekly installments beginning on the first Friday of the school term. Payday shall be every other Friday thereafter, except when that Friday is a non-workday, in which case payday shall be the last workday prior thereto.

Teachers shall be paid Section 8.2 Extra Duty Schedule compensation on separate checks apart from regular compensation.

8.2 Extra Duty Schedule

O'PLAINE	**2001-02**	**2002-03**
After School Sports	$1678	$1766
After School Singing Club	839	884
American Girls Club Sponsor	1089	1147
American Girls Club Sponsor	1089	1147
Art Sponsor	1142	1204
Band Director	3191	3362
Chorus Sponsor	1218	1284
Computer Workshop Sponsor	991	1044
Dance Club	839	884
Dance Club	839	884
Drama Club Musical Director	1750	1044
Drama Club Director	1750	1044
Foreign Language Club	839	884
Foreign Language Club	839	884
Literary Magazine Sponsor	839	884
O.M. Sponsor	1306	1376
Public Relations	790	833
Readers Club	791	834
Science Club Sponsor	991	1044
Science Club Sponsor	991	1044
Science Club Sponsor	330	348
Science Club Sponsor	330	348
Science Club Sponsor	330	348
Service Council Sponsor	342	361
Service Council Sponsor	342	361
Service Council Sponsor	342	361
Service Council Sponsor	342	361
Service Council Sponsor	342	361

SPAULDING		
Art Sponsor	1142	1204
Public Relations	790	833

VIKING

Athletic Director	4143	4366
8th Grade Basketball/Boys	3351	3531
7th Grade Basketball/Boys	3351	3531
8th Grade Basketball/Girls	3351	3531
7th Grade Basketball/Girls	3351	3531
Wrestling	3351	3531
8th Grade Cheerleading	2436	2567
7th Grade Cheerleading	2436	2567
Pom Pons	2436	2567
Pom Pons	2436	2567
Track/Boys	2436	2567
Track/Girls	2436	2567
Cross Country	1958	2063
8th Grade Soccer	1958	2063
7th Grade Soccer	1958	2063
8th Grade Volleyball/Girls	1958	2063
7th Grade Volleyball/Girls	1958	2063
8th Grade Volleyball/Boys	1958	2063
7th Grade Volleyball/Boys	1958	2063
Assistant Wrestling	2346	2472
Assistant Track/Boys	1705	1797
Assistant Track/Girls	1705	1797
Cross Country Assistant	1370	1444
Intramural Director	839	884
Intramural (11 Positions)	419	442
6th Grade Band Director	3191	3362
7th & 8th Grade Band Director	4060	4278
Art Sponsor	1142	1204
Art Sponsor	839	884
Newspaper Advisor	1524	1606
Assistant Newspaper Advisor	943	994
Student Council Co-Sponsor	1647	1417
Student Council Co-Sponsor	1647	1417
Student/Service Council	1027	1083
Yearbook Advisor	1524	1606
Assistant Yearbook Advisor	943	994
Chorus Director (6, 7, 8)(includes Swing Choir)	2210	2328
Drama Director (6, 7, 8)	4060	4278
Assistant Drama	839	884
Minor Production Sponsor (Straight)	1827	1925
Major Production Sponsor (Musical)	3351	3531
Choreographer (Musical)	1089	1147
Musical Director	1675	1766
Audio Visual/LRC Club	839	884
Computer Club	991	1044
History Club Sponsor	1089	1147
Literary Club	839	884
Math Club Sponsor	991	1044
National Junior Honor Society Sponsor	991	1044
Public Relations	790	833
Science Club Sponsor	839	1147
Spanish Club Sponsor	839	884
Academic Bowl	1417	1493
Outdoor Adventure	1257	1083

Other Activities as approved (Minimum)- 839 884
Written contracts shall be issued for each position.

8.3 Internal Substitution

The Board shall compensate teachers at the rate of twenty-two dollars and thirty-six cents ($22.36) per hour in 2001-2002 and twenty-three dollars and sixty-eight cents ($23.68) per hour in 2002-2003 for classes teachers are required to teach in excess of their regularly assigned teaching load.

8.4 Student Supervision

When it is necessary for a building administrator to make any duty assignments outside the basic classroom function of instruction as an extra assignment, it shall be first offered to the teaching staff on a voluntary basis. If the Administration is unable to fill said assignment on a volunteer basis, involuntary assignments shall be rotated on a fair and equitable basis within the staff.

The Board shall compensate teachers at the rate of thirty-five dollars and twelve cents ($35.12) per after-school activity in 2001-2002 and thirty-seven dollars and nineteen cents ($37.19) per after-school activity in 2002-2003.

For the purpose of this Section, qualifying activities shall be defined as follows:

A. Athletic supervision
B. Athletic scorekeeper
C. Athletic timekeeper
D. Student chaperone
E. Other as approved by Superintendent (shall be paid)

Teachers in a supervisory role would qualify for compensation at one-half (1/2) personal leave day for each overnight spent with students. This would be awarded the school year following the activity.

8.5 Bus Duty

Those teachers who perform bus duty shall be compensated at the rate of seventeen dollars and ninety-three cents ($17.93). This amount shall be paid for sessions of approximately thirty (30) minutes in duration; time served significantly in excess of or significantly less than thirty (30) minutes in duration shall be pro-rated accordingly.

8.6 Summer School Program Compensation

Compensation for any summer school program shall be at the rate of thirty-one dollars and sixty-three cents ($31.63) per hour in 2001-2002 and thirty-three dollars and fifty cents ($33.50) per hour in 2002-2003.

Each summer school teacher shall be entitled to one (1) sick leave day without loss of pay per summer. Such leave shall not accumulate from year to year. The hours to be worked shall be set forth in writing and signed by the individual teachers involved and the Administration prior to the opening of the summer school program.

8.7A Early Retirement

A. A teacher may elect to participate in the early retirement plan of the District if the teacher:

1. is otherwise eligible to participate in the state's early retirement plan;

2. gives written notice to the Superintendent by February 1 of the year of retirement;

3. has served a minimum of ten (10) years of continuous teaching in the District.

B. The Board shall make its required contribution to the state and shall pay one hundred percent (100%) of the teacher's one-time contribution.

8.7B Additional Retirement Incentive

A. A teacher may also participate in this additional retirement incentive of the District if the teacher:

1. is eligible to participate in the state's retirement plan;

2. gives written notice to the Superintendent by the last day of the school term of the year prior to retirement; and

3. has served a minimum of twenty-five (25) years of teaching in the District (excluding time on unpaid leave of absence).

The teacher's next to last year salary compensation from the salary schedule, plus any Longevity compensation, plus the Overall Compensation amount set forth in Section 9.7, shall be totaled and increased by exactly twenty percent (20%) for the teacher's final year in the District.

8.8 Retirement Benefits

A. A service recognition payment shall be made on the day of retirement to any teacher who has accumulated in excess of one hundred seventy (170) unused sick leave days. Such payment shall be determined by multiplying the unused accumulated sick leave days of the teacher in excess of one hundred seventy (170) days by the amount equal to one-half (1/2) of the daily substitute rate paid by the District at the time of the teacher's retirement.

B. The Board shall also make an annual contribution for a three (3) year period on behalf of each teacher who retires and who is enrolled in the Teacher Retirement System's health insurance plan in an amount up to two thousand one hundred ten dollars ($2,110) per year for a teacher retiring in 2001-2002 and two thousand two hundred thirty-four dollars ($2,234) per year for a teacher retiring in 2002-2003 for the payment of single/dependent coverage.

8.9 Committee and Paperwork Pay

Any committee meeting time or paperwork (state goals, curriculum planning, etc.) performed for the District outside the normal school day shall be voluntary and shall be compensated at the rate of thirty-one dollars and sixty-three cents ($31.63) per hour in 2001-2002 and thirty-three dollars and fifty cents ($33.50) per hour in 2002-2003. Every effort shall be made to hold teacher absence from the classroom for such work to a minimum.

8.10 Tuition Reimbursement

When a teacher has completed one (1) year of employment in the District and has been rehired for the succeeding school year, the teacher shall be eligible for tuition reimbursement of up to seventy-

nine dollars ($79) per graduate hour for coursework begun during the 2001-2002 school year (July 1 through June 30) and eighty-four dollars ($84) per graduate hour for coursework begun during the 2002-2003 school year (July 1 through June 30). Part-time teachers shall be eligible for tuition reimbursement at the above hourly rate, pro-rated according to the percentage of the teacher's employment.

The following are the maximum caps:
Non-Tenure Teachers (except as noted below) - A maximum allowance of six (6) times the above hourly rate per school year.

Tenure Teachers, and Non-Tenure Full or Part-time Teachers who have completed at least two (2) years of service in the District - A maximum allowance of nine (9) times the above hourly rate per school year.

Such courses must be pre-approved and earned at an accredited college. Reimbursement shall be approved provided:

A. The teacher was employed for either a full school year (August through June) or a full calendar year (Example: November 1 through October 31) before the first class session of the college course; and

B. The course(s) are graduate course in an area which, in the judgment of the Superintendent or designee, shall be of professional benefit to both the teacher and District (undergraduate courses may be approved if directly related to a teacher's current teaching assignment); and

C. It is strongly encouraged that written applications for approval be received at the District Office two (2) calendar weeks before the first class. If it is not possible to submit the applications within that time frame, written applications shall be submitted as soon as is practicable thereafter; and

D. A grade of B or above is obtained in the course, or the grade of "Pass" in the event the course is offered on a pass-fail basis; and

E. Evidence of completion of the course is submitted to the Superintendent or designee, in the form of an official transcript of credits or grade card, within sixty (60) days following completion of the course if such is available within this timeline; and

F. Evidence of tuition payment is submitted in the form of a paid receipt or canceled check which identifies the amount of tuition paid, and is submitted to the District Office on or before the tenth of the month in which the School Board shall authorize payment; and

G. Tuition reimbursement shall be paid within ten (10) calendar days following the first regularly scheduled School Board meeting held after the required evidence has been submitted; and

H. In order for a teacher who leaves the District between school terms to receive payment, the class must be completed no later than June 30 immediately following that teacher's last school term with the District.

8.11 Detention Duty

Teachers who perform detention Duty shall be paid at the rate of twenty-three dollars and seventy-five cents ($23.75) per activity in 2001-2002 and twenty-five dollars and fifteen cents ($25.15) per activity in 2002-2003.

8.12 Kindergarten Screening

Kindergarten screening shall be compensated at the rate of twenty-six dollars and thirteen cents ($26.13) per hour in 2001-2002 and twenty-seven dollars and sixty-seven cents ($27.67) per hour in 2002-2003.

ARTICLE IX

COMPENSATION

9.1 Salary Schedules

Salary Schedule 2001-2002

Level	BS	BS+8	BS+16	BS+24	BS+36 MS	MS+10	MS+20	MS+30
2	26,697	27,765	28,875	30,030	31,231	32,481	33,780	35,131
3	28,032	29,153	30,319	31,532	32,793	34,105	35,469	36,888
4	29,433	30,611	31,835	33,108	34,433	35,810	37,242	38,732
5	30,905	32,141	33,427	34,764	36,154	37,601	39,105	40,669
6	32,450	33,748	35,098	36,502	37,962	39,481	41,060	42,702
7	34,073	35,436	36,853	38,327	39,860	41,455	43,113	44,837
8	35,776	37,207	38,696	40,243	41,853	43,527	45,268	47,079
9	37,565	39,068	40,630	42,256	43,946	45,704	47,532	49,433
10	39,443	41,021	42,662	44,368	46,143	47,989	49,908	51,905
11	41,416	43,072	44,795	46,587	48,450	50,388	52,404	54,500
12	43,486	45,226	47,035	48,916	50,873	52,908	55,024	57,225
13	45,661	47,487	49,386	51,362	53,416	55,553	57,775	60,086
14	47,944	49,861	51,856	53,930	56,087	58,331	60,664	63,091
15	50,341	52,354	54,449	56,627	58,892	61,247	63,697	66,245
16			57,171	59,458	61,836	64,310	66,882	69,557
17				62,431	64,928	67,525	70,226	73,035
18					68,174	70,901	73,737	76,687

Each returning teacher moves forward one (1) level over the prior year.

Salary Schedule 2002-2003

Level	BS	BS+8	BS+16	BS+24	BS+36 MS	MS+10	MS+20	MS+30	MS+45
2	26,913	27,989	29,109	30,273	31,484	32,744	34,053	35,416	36,832
3	28,259	29,389	30,565	31,787	33,059	34,381	35,756	37,186	38,674
4	29,672	30,858	32,093	33,376	34,711	36,100	37,544	39,046	40,608
5	31,155	32,401	33,697	35,045	36,447	37,905	39,421	40,998	42,638
6	32,713	34,021	35,382	36,798	38,269	39,800	41,392	43,048	44,770
7	34,349	35,722	37,151	38,637	40,183	41,790	43,462	45,200	47,008
8	36,066	37,509	39,009	40,569	42,192	43,880	45,635	47,460	49,359
9	37,869	39,384	40,959	42,598	44,302	46,074	47,917	49,833	51,827
10	39,763	41,353	43,007	44,728	46,517	48,377	50,312	52,325	54,418
11	41,751	43,421	45,158	46,964	48,843	50,796	52,828	54,941	57,139
12	43,838	45,592	47,416	49,312	51,285	53,336	55,470	57,688	59,996
13	46,030	47,872	49,786	51,778	53,849	56,003	58,243	60,573	62,996
14	48,332	50,265	52,276	54,367	56,541	58,803	61,155	63,601	66,145
15	50,748	52,778	54,889	57,085	59,368	61,743	64,213	66,781	69,453
16			57,634	59,939	62,337	64,830	67,424	70,120	72,925
17				62,936	65,454	68,072	70,795	73,627	76,572
18					68,726	71,475	74,334	77,308	80,400
Long.	1,738	1,807	1,914	2,028	2,147	2,233	2,323	2,416	n/a

Each returning teacher moves forward one (1) level over the previous year.

9.2 Sheltering Teacher Retirement Contribution

According to authority granted by the Pension Reform Act of 1974, Section 414(h)(2) of the Internal Revenue Code, the Board of Education agrees to pay to the Teacher Retirement System on behalf of each teacher, from the established compensation schedule, the required percentage of earnings reflected for each teacher. The Board shall continue to pay to TRS from future established compensation schedules, on behalf of each teacher, the required percentage of the teacher's respective gross scheduled earnings. Should any of the above be declared improper by an IRS ruling or opinion, that clause or portion thereof shall be deleted from this Agreement to the extent that it violates the ruling or opinion.

9.3 Insurance: Group Major Medical, Dental and Term Life

The Board shall provide the full individual premium for employee group major medical insurance. The Board agrees to provide the full individual premium for dental insurance in addition to its medical premiums. In addition, the Board shall pay on behalf of each teacher who chooses dependent insurance coverage thirty percent (30%) of the additional premium required for such dependent coverage. The Board shall provide each teacher with fifty thousand dollars ($50,000) group term life insurance coverage. The Board shall reimburse each teacher up to five hundred fifty dollars ($550) per individual or family, after a one hundred dollar ($100) deductible has been paid by the teacher

(applicable to stop loss and including eye care costs). Effective with the onset of the 2001-2002 school year, all new teachers shall have the coverage option of either PPO or HMO coverage. Changes in insurance coverage and the insurance carrier shall be by mutual agreement of the parties.

9.4 Flexible Benefit Plan

The Board shall establish a flexible benefit plan. Such plan shall be developed in consultation with the Union and shall provide an opportunity, pursuant to relevant Internal Revenue Service Guidelines and Regulations, for teachers to deduct:

A. Dependent Health Insurance
B. Dependent Dental Insurance
C. Additional Term Life Insurance
D. Disability Income Insurance
E. Other Non-Reimbursed Medical/Dental Costs
F. Child/Dependent Care Costs

and other items as may be hereafter agreed between the Board and the Union from their overall compensation and to be subsequently reimbursed therefor upon the timely filing of evidence of payment of such insurance or other costs and with the other provisions of such flexible benefit plan.

Each teacher shall declare, not later than September 1 of each school year, their anticipated annual cost of benefits under the plan for the twelve (12) month period September through August, in a manner and amount in compliance with an Internal Revenue Service Section 125 Plan. Teachers shall be reimbursed up to one-half (1/2) their declared cost on the first payday in April, provided the teacher has filed evidence of payment in the month of March. Teachers shall be reimbursed their remaining declared cost, or their entire declared cost if no reimbursement was earlier claimed, on the first payday in the October next, provided the teacher has filed evidence of payment in the month of September.

Should the evidence of payment submitted by the teacher exceed the declared anticipated cost, the teacher shall receive as reimbursement the declared anticipated cost. Should the evidence of payment submitted by the teacher prove less than the declared anticipated cost, the teacher shall receive as reimbursement only the amount as specified through evidence of payment. Any remaining amount of money shall revert to the Board.

9.5 Compensation of Social Workers

Social Workers shall be hired on the MS+30 Lane of the salary schedule.

9.6 Compensation of Psychologists

Psychologists shall be hired of the MS+30 Lane of the salary schedule.

9.7 Overall Compensation

Each teacher shall have overall compensation defined as their compensation as listed in the salary schedule plus two thousand six hundred seventy-five dollars ($2,675) in 2001-2002; and two thousand eight hundred thirty-three dollars ($2,833) beginning in 2002-2003.

Part-time teachers shall receive such overall compensation and Board contribution toward employee coverage as outlined in Section 9.3, above, on a pro-rata basis. However, such part-time teachers shall be eligible for full deferral of their actual additional costs pursuant to the flexible benefit plan.

9.8 Horizontal Advancement on the Salary Schedule

Beginning with the 1998-99 school year, each teacher with the equivalent of BS+36 shall be placed on the BS+36/MS Lane at the appropriate level. No teacher so placed shall be allowed to move horizontally to a Lane higher than the BS+36/MS Lane unless the teacher first receives a Masters' Degree.

9.9 Horizontal Advancement Beyond the Masters' Degree

Credits which are earned prior to completion of the Masters' Degree shall not be used in allowing a teacher horizontal advancement beyond the BS+36/MS Lane.

9.10 Longevity Compensation

A teacher who reaches the final step of his/her salary schedule Lane shall begin to receive Longevity payments in addition to the amount listed on that salary schedule cell plus any other compensation, beginning with the first year that such teacher does not have room to advance a step, and for each ensuing year in which the teacher does not have room to advance a step.

The amount for this Longevity compensation is calculated as follows: First calculate a dollar amount that is equal to the dollar raise between the base year median step and the following step for the destination year. Second, add that amount to the base year salary for that individual teacher. Third, subtract the amount on the last step of the teacher's Salary Schedule lane in the destination year from that figure.

The median step is defined to be the median cell of all listed cells within that teacher's salary schedule lane; if there are an even number of cells in that Lane the average of the two median steps shall be used.

Because of restructuring of the Salary Schedules during this Agreement, the first paragraph of this Section during the 2001-2003 Agreement shall only be applicable during the 2002-2003 school year as follows: BS Lane: $1,741; BS+8 Lane: $1,810; BS+16 lane: $1,918.

All Longevity payments shall be cumulative; that is, the calculated amount shall be added to the teacher's total compensation each year thereafter, and shall be added to each following year's Longevity payments, in turn.

ARTICLE X

DURATION AND TECHNICAL CLAUSES

10.1 Duration

This Agreement shall become effective at 12:01 a.m. on the first day of the 2001-2002 school term and shall continue in effect until 11:59 p.m. on the last day prior to the opening of the 2003-2004 school year. When either party executes written notification to the other party prior to April 1 of the year the Agreement terminates that it wishes to renegotiate the Agreement, the parties shall meet no later than the first Monday of May to receive the Union proposal and negotiations shall within thirty (30) days continue in an effort to secure a Successor Agreement. The Agreement may be continued by mutual consent.

10.2 Management Rights

It is understood that all rights, powers and authority of the Board and/or its administrative staff not specifically limited by the language of this Agreement are retained by the Board. The Board, however, shall not take any action, which shall violate any of the specific provisions of this Agreement.

10.3 Recognition of This Agreement

This Agreement supersedes and nullifies all previous written and verbal negotiation agreements between the Board and the Union.

10.4 Separability

Should any Article, Section, or Clause of this Agreement be declared illegal by a court of competent jurisdiction, then that part shall be deleted from this Agreement to the extent that it violates the law. The remaining Articles, Sections and Clauses shall remain in effect. Should any additional modification or change be made in this Agreement, it shall be necessary that the parties mutually agree in writing.

10.5 Individual Contracts

Terms and conditions of this Agreement shall be stipulated in individual contracts or employment agreements.

10.6 No-Strike Provision

As provided in law, the Union agrees that it shall not strike for the duration of this Agreement.

10.7 Zipper Clause

The parties each voluntarily and unqualifiedly waive any rights which might otherwise exist under law to negotiate over any matter during the term of this Agreement, and each agrees that the other shall not be obligated to bargain collectively during the term of this Agreement with respect to any matter (except as otherwise specifically provided herein) even though each subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed the Agreement.

IN WITNESS THEREOF, this Agreement is signed this _____ day of _____, 2001.

FOR THE GURNEE COUNCIL
LAKE COUNTY FED. OF TEACHERS
LOCAL 504, IFT-AFT/AFL-CIO

_____
President

_____
Secretary

FOR THE BOARD OF EDUCATION OF
GURNEE SCHOOL DISTRICT 56
LAKE COUNTY, ILLINOIS

_____
President

_____
Secretary

AGREEMENT

BETWEEN THE

BOARD OF EDUCATION
GURNEE SCHOOL DISTRICT #56
LAKE COUNTY, ILLINOIS

AND THE

GURNEE FEDERATION OF TEACHERS
A COUNCIL OF THE
LAKE COUNTY FEDERATION OF TEACHERS
LOCAL 504, IFT-AFT/AFL-CIO

FOR THE SCHOOL YEARS

2013 – 2014
2014 – 2015
2015 - 2016

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ARTICLE I

RECOGNITION

1.1 Recognition

A. The Board of Education of District 56, Lake County, Illinois, hereinafter referred to as the "Board," hereby recognizes the Gurnee Federation of Teachers, a Council of the Lake County Federation of Teachers, Local 504, IFT-AFT/AFL-CIO, hereinafter referred to as the "Union" as the sole and exclusive negotiating agent for all regularly employed full-time certificated teaching personnel, certified nurses, social workers, and all regular full and part-time psychologists. The intent shall be to exclude from the bargaining unit: Administrators (including Superintendent, the Superintendent's staff and assistants, principals, and all other administrators), counselors, teacher aides, clerks, any employee who spends more than fifty percent (50%) of his/her time supervising other teachers, and all other non-teaching staff.

B. Teachers regularly employed on a part-time basis shall be recognized as members of the bargaining unit, but benefits extended to such teachers shall be apportioned fractionally consistent with their part-time status where possible. Substitute teachers shall not be included in this group and shall be excluded from the bargaining unit.

C. The term "teacher" when used hereinafter in this Agreement shall refer to members of the bargaining unit as defined above.

D. The Board agrees not to negotiate with any teacher's organization other than the Union during the life of this Agreement. The Board further agrees not to negotiate with any individual teacher on matters covered in the four corners of this Agreement during the life of this Agreement.

E. Individual teacher contracts shall conform to the provisions of this Agreement.

1.2 Freedom to Join the Union

The Board shall not discriminate against any teacher by reason of his membership in the Union. Neither shall the Union discriminate against any teacher by reason of his non-membership in the Union.

1.3 Resolution of Questions

The Superintendent or his/her designee shall meet at least once a month with the President of the Union or his/her designee, for the purpose of discussing questions. Such meetings shall be at a mutually agreeable time and place.

The Union President or designee shall be given the opportunity during a regular Board meeting to address the Board briefly, provided such remarks shall exclude any references to grievances or negotiations then in process, and provided further that the Superintendent be advised in writing of the substance of such remarks at least four (4) calendar days in advance of the meeting.

It is understood that where discussions covered under Paragraph 1 are forwarded to the Board by the Superintendent and Union, said discussions shall be excluded under Paragraph 2 of this Section.

1.4 Educational Issues Committee

A joint Educational Issues Committee shall be established consisting of four (4) teachers appointed by the Union President or designee and the Superintendent or designee. The EIC shall meet within ten (10) working days of a written request for such meeting, provided such request shall be accompanied by the proposed agenda which shall be discussed during the meeting and that, except by mutual consent, there shall be no obligation to meet more frequently than once each two (2) calendar months. The agenda shall not include individual personnel items, any pending grievance or any pending item being negotiated. The District shall provide to the Union president a written response to concerns raised by the Union during the EIC meeting within ten (10) school days of such meeting unless otherwise agreed upon between the District and the Union.

ARTICLE II

PAYROLL DEDUCTIONS

2.1 Dues Deduction

A. Any teacher who is a member of the Union may sign and deliver to the Board office an assignment authorizing deduction of Union dues in an amount specified by Local 504. The assignment shall specify the total amount of annual and monthly dues. Such authorization and assignment shall continue in effect from year to year unless canceled in writing by the originating teacher prior to October 1 of any new school year. Termination of employment for any reason shall constitute revocation of authorization for dues deduction.

B. The Board shall deduct monthly dues beginning in October and continuing through June when assignment cards have been received, providing that the Board has no responsibility for collecting past or overdue dues. It shall be the responsibility of the Union to collect directly from the teachers:

1. Dues owed after cancellation of a deduction authorization.

2. Dues owed before the time the deduction authorization became effective.

3. Dues missed because of insufficient earnings.

C. The Board shall remit monthly to the Treasurer of the Union the total amount of money deducted for that period. The first such payment shall be made by October 28 of any school year and by the 28th of each month thereafter. Such remittance shall be accompanied by a listing of the names of teachers from whose salary the dues were deducted.

2.2 Fair Share

All teachers covered by this Agreement who are not members of the Union shall pay to the Union their fair share of the cost of the services rendered by the Union that are chargeable to non-members under state and federal law.

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

This fair share agreement shall safeguard the right of non-association of teachers based upon bona fide religious tenets or teaching of a church or religious body of which such teachers are members. Such teachers may be required to pay an amount equal to their fair share under this Agreement to a non-religious charitable organization mutually agreed upon by the teachers affected and the Union, or if no mutual agreement is reached, from an approved list of charitable organizations established

by the Illinois Educational Labor Relations Board. Non-member teachers who object to the amount of the fair share fee have the right to file an unfair labor practice charge against the Union pursuant to Paragraph 1714(b)(1) of the Illinois Educational Labor Relations Act. The Union and the Board shall comply with the fair share rules of the IELRB.

2.3 COPE Deduction

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

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

2.4 Other Deductions

The Board shall without charge, and upon written request, deduct from the respective employee salary such payments as directed for selected annuity programs, investment funds and group insurance programs.

New teachers not covered by annuity programs, investment funds, or group insurance programs may participate either in existing programs or in new programs. New programs must comply with District 56 requirements for approved programs.

In the event the Union becomes liable for any claims, demands, suits, or other forms of action because of its compliance with this provision, the Board agrees to immediately increase the maximum number of programs and decrease the total number of teachers needed to start a new program in order to meet the substance of said action.

2.5 Hold Harmless

The Union agrees to indemnify and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Board for the purpose of complying with any of the provisions of this Article or in reliance of any assignment furnished under the provisions of this Article.

ARTICLE III

UNION TEACHER RIGHTS

3.1 Union Announcements

The Union shall be permitted to communicate through the intra-district mail system if such system exists. The Union also shall be permitted to communicate through use of teacher mailboxes for legal Union business. A bulletin board reserved for Legal Union Activity announcements shall be provided in each school.

3.2 Use of Facilities

The Board and/or the Superintendent shall grant the Union use of school facilities for Union meetings, at reasonable times and providing no other scheduled events conflict, subject to the following conditions:

A. Request for use of facilities shall be made to the Superintendent at least twenty-four (24) hours in advance of proposed use.

B. Nothing herein shall prevent the Board from charging reasonable fees for use of school facilities where costs are incurred.

C. It is understood by the parties that no more than one (1) meeting per month should be necessary.

3.3 Dissemination of Information

The Board shall furnish the Union President, in response to reasonable requests, readily available public information.

3.4 Student Discipline

A. Establishing and maintaining a classroom environment conducive for learning is the responsibility of the classroom teacher. Teachers will implement the framework established by the PBIS Committee for each building. Minor student behaviors should be addressed by the classroom teacher with the student and his/her parent prior to the intervention of administration through an Office Discipline Referral (ODR).

B. Some student behaviors escalate from minor to major misbehaviors due to repetitiveness and/or frequency of the behaviors. Other behaviors may also be considered major misbehaviors because they represent threats to the safety of children.

Teachers are expected to manage these behaviors as best as they can in the vicinity the misbehaviors are occurring to protect the safety of the children affected by the misbehaviors and should complete and forward an ODR to the principal or his/her designee.

A teacher may exclude a student from class for a major offense. The teacher shall be notified of the resolution of the ODR prior to the student's return to the classroom.

C. Nothing contained in this Article shall be construed as rescinding the obligation of the teacher to exercise the maturity, restraint, patience and judgment, which is normally required in the guidance and training of youth.

3.5 Student Grades

Grades shall be final as reported by the teacher unless disputed. Disputed grades may be changed by the Administration. Teachers shall have the right and opportunity to attach comments to any grade change made by the Administration.

3.6 Complaints Against Teachers

A complaint related to a specific teacher that might lead to disciplinary action shall be made known to the teacher promptly. The principal (if requested by either the teacher and/or parent) shall attempt to arrange a parent-teacher or parent-teacher-principal conference.

If the complaint is to become a matter of record, said complaint must be reduced to writing and the teacher shall be provided with a copy and may attach a response to the official records at the time the complaint is reduced to writing.

When students are to be questioned about a complaint or incident, a reasonable effort shall be made to have another adult present at the time of the questioning. The teacher against whom a complaint is alleged may request who the second adult will be. During questioning, the sole purpose of the presence of the second adult is to observe and listen to the questioning process. A reasonable attempt shall be made to keep students involved in an incident separated until each has been questioned.

3.7 Teacher Personnel File

The Board shall maintain in the District a personnel file on each teacher. A teacher shall have the right to inspect this file during regular business hours provided such inspection shall not interfere with the teacher's regularly assigned duties. Such inspection shall take place only in the presence of an administrator or administrative designee. Individual copies of any non-confidential material shall be given the teacher on request.

3.8 Teacher Privacy

A. The right of teachers to receive mail and/or correspondence with a specifically named addressee shall not be infringed upon by any Board member, supervisor, administrator or other representative of the Board.

B. Each building shall have a telephone for teacher's use to conduct school business.

3.9 Classroom Interruptions

Administration shall attempt to keep classroom interruptions to a minimum.

3.10 Duty-Free Lunch

Teachers shall have a duty-free lunch period consistent with the provisions of The School Code of Illinois, Section 24-9, 1992 issue.

3.11 Right of Privacy

Without a teacher's permission, no portions of a teacher's file shall be disclosed to third parties except as required by law or as shall be necessary in the performance of the Board's or Administration's responsibility.

3.12 Teacher Recertification Issues

The District shall serve as liaison between all teachers and the Regional Office of Education (ROE)/Illinois State Board of Education (ISBE) regarding all certification and recertification issues.

ARTICLE IV

EMPLOYEE EVALUATION

4.1 Evaluation of Classroom Performance

Teachers will be formally evaluated in writing. Evaluations will be conducted by administrators as designated by the Superintendent and will be based on formal and informal observations conducted by an administrator who will make himself/herself available for questions regarding procedures and the teacher evaluation framework. On or before September 15th of a school year in which a teacher is to receive a Performance Evaluation rating, the teacher will be supplied with the evaluation materials.

The Dean of Students position will not be an evaluator within the district. The Assessment Coordinator position may be used as an evaluator within the district, on a trial basis for the 2013-2014 school year, with the concurrence of the union president on a case-by-case basis.

The procedural aspects related to the evaluation will be aligned with Illinois State Statutes, and along with the teacher evaluation framework used to assess performance, will be cooperatively developed and agreed upon by representatives from the Board of Education and the Union. A committee of representatives from both parties will be convened on an as needed basis to review and reach agreement on any procedural changes to improve the teacher evaluation framework.

Tenure Teachers (A through L)

A. Teachers in contractual continued service will receive an evaluation at least once in the course of every two (2) years. However, any teacher in contractual continued service whose performance is rated as either “needs improvement” or “unsatisfactory” will be evaluated at least once in the year following the receive of such rating.

B. Each formal observation for teachers in contractual continued service will consist of a pre-observation conference, a formal observation, and a post-observation conference. An evaluation will consist of informal observations, a formal observation, and a performance rating. Each informal observation for teachers in contractual continued service will consist of the observation to be a minimum of 15 minutes and an offer of a post-observation conference in which written documentation from the observation will be presented.

C. Pre-observation and post-observation conferences will be done in-person, with the evaluating administrator and the teacher both present. Both the teacher and the evaluating administrator will initial all forms to verify that the meetings have taken place.

D. A post-observation conference between the evaluator and the teacher will be held no later than ten (10) school days after the formal observation has been completed. During the post-conference, ratings may be changed due to input from the teacher.

E. The evaluator will provide the teacher with constructive assistance and a written statement of deficiencies (where deficiencies are noted). Suggestions for improving deficiencies or instruction will be offered by the evaluator in writing, recognizing that the responsibility for improvement rests with the teacher. Teachers will be provided a copy of the completed Teacher Evaluation framework at the time of the post-observation conference unless the teacher agrees to an alternate time.

F. Teachers shall be permitted to attach a written response including their self-evaluation within thirty (30) calendar days of the teacher's receipt of the evaluation and any such written response shall be attached to the file copy of the evaluation in question.

G. If a tenured teacher receives either a "Needs Improvement" or "Unsatisfactory" performance rating, he/she may request one follow-up formal observation to take place within thirty (30) days from the date of the request. The information received from the follow-up formal observation will be considered along with the previous informal and formal observations in determining the teacher's performance rating.

H. In the year following the receipt of a performance rating of "Needs Improvement", a tenured teacher will be formally observed and will receive a performance rating no later than seventy-five (75) days prior to the last day of school. If the performance rating is at least "Proficient", the joint committee will meet prior to February 1st to determine, for the purpose of an honorable dismissal, whether the teacher will be moved from Group 2 to Group 3. If the joint committee does not meet prior to February 1st, the tenured teacher will be moved from Group 2 to Group 3 for the purpose of honorable dismissals.

I. Teachers will sign the evaluation form to indicate they have received and have read the comments contained therein. Their signature denotes receipt, though not necessarily acceptance of the comments contained therein.

J. Tenured teachers will be placed on an alternating evaluation cycle, but this does not restrict administrators from conducting formal and informal observations during the "off years", though a Performance Evaluation Rating will only be given in an "on-cycle" year.

K. Tenured teachers will receive their Performance Evaluation Rating after April 5th, if the previous two ratings were Proficient or Excellent.

L. If a tenured teacher receives a performance rating of "Needs Improvement", a Professional Development Plan (PDP) will be developed by the evaluator, in consultation with the teacher, within thirty (30) school days of such rating. The PDP will customarily end no sooner than twenty (20) school days and last no longer than sixty (60) school days.

Non-Tenure Teachers (M through V)

M. Each formal observation for teachers not in contractual continued service will consist of a pre-observation conference, a formal observation, and a post-observation conference. An evaluation will consist of informal observations, a formal observation, and a performance rating. Each informal observation for teachers not in contractual continued service will consist of the observation to be a minimum of 15 minutes and an offer of a post-observation conference in which written documentation from the observation will be presented.

N. During the teacher's first year in the District, the evaluation will include a minimum of three (3) formal observations, informal observations, and a performance rating. The first formal

observation must be completed by November 1; the second by January 25; the third and the performance rating by March 15.

O. During the teacher's second year, the evaluation will include a minimum of two (2) formal observations, informal observations, and a performance rating. The first formal observation must be completed by November 1; and the second and the performance rating by March 15.

P. During the teacher's third and fourth years, the evaluation will include a minimum of one (1) formal observation, informal observations, and a performance rating each year. The teacher will receive a performance rating by March 15.

Q. Pre-observation and post-observation conferences will be done in-person, with the evaluating administrator and the teacher both present. Both the teacher and the evaluating administrator will initial all forms to verify that the meetings have taken place.

R. A post-observation conference between the evaluator and the teacher will be held no later than ten (10) school days after the formal observation has been completed. During the post-conference, ratings may be changed due to input from the teacher.

S. The evaluator will provide the teacher with constructive assistance and a written statement of deficiencies (where deficiencies are noted). Suggestions for improving deficiencies or instruction will be offered by the evaluator in writing, recognizing that the responsibility for improvement rests with the teacher. Teachers will be provided a copy of the completed written documentation at the time of the post-observation conference unless the teacher agrees to an alternate time.

T. Teachers shall be permitted to attach a written response including their self-evaluation within thirty (30) calendar days of the teacher's receipt of the evaluation and any such written response shall be attached to the file copy of the evaluation in question.

U. Teachers will sign the evaluation form to indicate they have received and have read the comments contained therein. Their signature denotes receipt, though not necessarily acceptance of the comments contained therein.

V. Upon the issuance of a fifth consecutive contract, part-time teachers (FTE <1.0) may be placed on an every other year evaluation cycle.

For the purpose of placing teachers in groups (W through Y)

W. No teacher will be placed in Group 4 until all current teachers have been evaluated twice "on-cycle".

X. For the purpose of determining seniority, a current teacher's hire date shall be the contract signing date. For all hires after April 1, 2012, seniority will be determined by the time and date of job acceptance.

Y. Evaluations from other districts will not be valid for Gurnee School District #56 purposes.

4.2 Consulting Teacher

In compliance with the Illinois School Code, a teacher may be appointed as a consulting teacher if he/she has at least five (5) years of teaching experience and otherwise complies with the requirements of such an appointment. No teacher shall be required to serve as a consulting teacher if unwilling to do so. Consulting teachers shall be compensated by stipend and/or release

time appropriate to the anticipated extent and nature of such consultation. The amount and nature of such compensation shall be as agreed between the Board, the Union, and the consulting teacher.

4.3 Informal Evaluation

Nothing contained herein shall limit the right of management to utilize informal observations and other firsthand evaluative criteria for considering competency of any teacher. These informal evaluations shall be reduced to writing and submitted to the teacher as in 4.1, E., before they have any impact regarding the teacher's personnel file.

"Informal" shall be defined as an evaluation conducted during the teacher workday which may not result in a written document, but which may result in a discussion between the teacher and principal. Where deficiencies are observed, suggestions for improving deficiencies shall be offered by the evaluator in writing, recognizing that the responsibility for improvement rests with the teacher.

4.4 Grievability

Any grievance filed relative to this Article shall be limited to violations of the specific procedures as outlined in the Professional Growth Plan and in 4.1, A., through 4.1, H., in this Article.

ARTICLE V

WORKING CONDITIONS

5.1 School Year

The school year shall consist of not more than one hundred eighty-five (185) days, of which one hundred eighty (180) shall be scheduled by the Board as pupil attendance days. No fewer than five (5) of the one hundred eighty-five (185) days shall be declared by the Superintendent and the Board as special holidays or non-school days, provided that no emergencies make it necessary to use them as school days.

5.2 Stipulated Workday

All certified personnel shall be required to be in the building seven and one-half (7 ½) hours including a duty-free lunch. Teachers shall be required to remain as assigned for extra duties, parent conferences, open houses, and faculty meetings. Other regularly scheduled activities as determined by the administration and school improvement teams including professional development meetings, for which teachers are required to remain outside the school day shall be reasonable in both number and duration (one hour maximum). Teachers shall be given reasonable notice of any such additional activities requiring their attendance. The superintendent and union president will reserve the right to discuss frequency and content of these meetings assigned by the administration

Any additional committees formed outside the scope of the school improvement process shall be voluntary.

The first student day of school and the final three student days of school shall be shortened pupil attendance days (five hours). The balance of those student attendance days shall be utilized as teacher records completion days.

The teacher shall not be required to take leave time until such time when the total amount of minutes used for said appointments adds up to one-half (1/2) day, in which case one-half (1/2) day of sick leave shall be deducted during the then current school year.

Where on a rare occasion a teacher has a prior commitment, he/she may have permission to be excused immediately after student dismissal provided said teacher is not required to be in attendance at a previously scheduled meeting and/or school function.

Any changes in the weekly amount of plan time shall only occur with the consensus of the School Improvement Team (S.I.T.), whose faculty members shall be appointed by the Union president or his/her designee and the building principal, and with the concurrence of the superintendent and union president.

5.3 Bus Duty

Teachers who perform morning bus duty prior to the start of school shall be permitted afternoon release time at the end of the school day equal to the time spent at morning duty, or shall receive compensation as provided in Article VIII, Section 8.5, at the teacher's discretion, regardless of whether the teacher is required to or voluntarily agrees to perform such duty. Additionally, a teacher who performs morning bus duty that extends in whole or in part into the stipulated workday, may

extend his/her workday by the same amount of time spent on workday bus duty, and shall receive compensation as provided above for the amount of time spent on this bus duty during the workday; alternatively, at the discretion of the teacher, such teacher may choose not to extend his/her workday, but shall then not be compensated for time spent on bus duty during that workday.

The Board shall seek teacher volunteers. In the event an adequate number of said personnel is not available, the Board shall employ non-teaching personnel to perform bus duty. Where said volunteers are not available, the Administration reserves the right to assign District staff on a rotating basis. When school scheduled meetings and/or parent teacher conferences conflict with compensatory release time, the teacher may defer use of same for an extended period not to exceed ten (10) school days.

5.4 Posting of Vacancies

The Board shall post teaching and administrative vacancies as they occur and newly created positions for a period of five (5) working days in each building prior to permanently filling said vacancy. During the summer months said vacancies shall be posted in the Administration Office.

5.5 Transfers

Prior to transferring a teacher from a position involuntarily between teams, grades or buildings due to a reduction in sections or an elimination of a position, Administration and affected teacher(s) shall consult regarding said change in assignment in the following manner:

A. If a non-tenured teacher qualified for said change in assignment is available to be transferred, the non-tenured teacher will be transferred prior to a tenured teacher.

B. Within the pool of non-tenured teachers qualified for transfer, seniority will not apply.

C. A “pool” of teachers consists of those in a school’s grade level, or, for the middle school, those within a subject area.

D. Non-tenured teachers cannot be transferred for two consecutive years unless no other qualified non-tenured teachers are available for transfer.

E. If no qualified non-tenured teachers are available for said transfer, qualified tenured teachers will become eligible for said transfer based on qualifications and seniority.

F. When a reduction in sections or an elimination of a position necessitates an involuntary transfer, only one teacher will be transferred. If the district desires to make more than one transfer due to a reduction in sections or an elimination of a position, the consent of the union must be obtained beforehand.

G. Conditions listed above do not preclude Administration from transferring a tenured or non-tenured teacher who is agreeable to said transfer.

5.6 School Calendar

The Superintendent or designee shall consult with the Union President or designee and shall make a reasonable effort to agree upon the school calendar prior to submission of recommendations to the Board.

5.7 Lunchroom/Playground Duty

Lunchroom monitors shall continue to supervise student lunch and playground activity at all facilities without teacher assistance.

ARTICLE VI

GRIEVANCE PROCEDURE

6.1 Definitions

A. Any claim by a teacher, or the Union if said claim is of a class action nature or pertains to administrative staff beyond the building level, that there has been a violation, misrepresentation, or misapplication of the terms of this Agreement shall constitute a grievance.

B. All time limits consist of school days, except that when a grievance is submitted fewer than ten (10) days before the close of the current school term, time limits shall consist of all weekdays.

6.2 Statement of Basic Principles

A. Every full-time teaching employee covered by this Agreement shall have the right to present grievances in accordance with these procedures, with or without representation as defined in formal steps beyond the building level. Nothing contained in this Article or elsewhere in this Agreement shall be construed to prevent any individual teacher from discussing a problem with the Administration and having it adjusted without intervention or representation by organization representatives.

B. A teacher who participates in these grievance procedures shall not be discriminated against, or be subjected to discipline or reprisal by organization representatives.

C. The failure of a grievant or the Union to act on any grievance within the prescribed time limits shall act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step.

D. The Union shall be notified of the final disposition of grievance within ten (10) days which disposition shall not be in conflict with any of the terms or conditions of this Agreement.

E. Conferences under this procedure shall be conducted at a time and place which shall afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present, to attend and shall be held, insofar as possible, after regular school hours or during non-teaching time of personnel involved. When such hearings and conferences are held at the option of the Superintendent, during school hours, all employees whose presence is required shall be excused with pay for that purpose.

F. It is agreed that any investigation or other handling or processing of any grievance by the grieving teacher or teacher organization representatives shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the teaching staff.

6.3 Procedures

A. First Step

An attempt shall be made to resolve any grievance in informal, verbal discussion between complainant and his/her immediate superior. The teacher may bypass this First Step if he/she chooses.

B. Second Step

If the grievance cannot be resolved informally, the aggrieved teacher shall file the grievance in writing, and at a mutually agreeable time discuss the matter with the principal. The written grievance shall state the nature of the grievance, shall note the clause or clauses of the Agreement allegedly violated, and shall state the remedy requested. The filing of the grievance at the Second Step must be within twenty (20) days from the date of the occurrence of the event giving rise to the grievance or when the teacher should reasonably have been aware of the occurrence. The principal or other administrator who has authority to make a decision on the grievance shall make such decision and communicate it in writing to the teacher and the Superintendent within ten (10) days.

C. Third Step

In the event a grievance has not been satisfactorily resolved at the Second Step, the aggrieved teacher shall file, within five (5) school days of the principal's written decision or answer at the Second Step, a copy of the grievance with the Superintendent. The aggrieved teacher shall send a copy of such grievance to the Union President. Within ten (10) days after such written grievance is filed, the aggrieved, a representative of the aggrieved, as desired, the principal, and the Superintendent, or his/her designee, shall meet to resolve the grievance. The Superintendent, or his/her designee, shall file an answer within ten (10) days of the Third Step grievance meeting and communicate it in writing to the teacher, the principal, and the Union President. The teacher, upon request to the Union, may have a Union representative present.

D. Fourth Step

If the Union is not satisfied with the disposition of the grievance at Step Three or the time limits expire without the issuance of the Superintendent's written reply, the Union may submit the grievance to binding arbitration. The parties shall select a mutually acceptable arbitrator or, in the absence of agreement on the selection of an arbitrator, may submit the grievance under the Voluntary Labor Arbitration Rules of the American Arbitration Association (AAA), which shall act as the administrator of the proceedings. If the demand for arbitration is not filed within thirty (30) days of the date for the Step Three answer, then the grievance shall be deemed withdrawn.

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

2. The arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore, or add to the provisions of the Agreement. His/her authority shall be strictly limited to deciding only the issue or issues presented to him/her in writing by the School Board and the Union, and his/her decision must be based solely upon his/her interpretation of the meaning or application of the express relevant language of the Agreement.

3. Each party shall bear the full cost for its representation in the arbitration. The cost of the arbitrator and the AAA shall be divided equally between the Board and the Union.

4. If either party requests a transcript of the proceedings, that party shall bear the full cost of that transcript. If both parties order a transcript, the cost of the two (2) transcripts shall be divided equally between the Board and the Union.

E. Bypass to Superintendent

If the Union and the Superintendent agree, Step Two of the grievance procedure may be bypassed and the grievance brought directly to Step Three.

F. Bypass to Binding Arbitration

If the Superintendent and the Union agree, a grievance may be submitted directly to binding arbitration.

G. Class Grievance

Class grievance involving one (1) or more teachers or one (1) or more supervisors, and grievances involving an administrator above the building level may be initially filed by the Union at Step Three.

H. Union Participation - Teacher Not Represented

When a teacher is not represented by the Union, the Union reserves the right to have a representative present at Step Three proceedings.

I. Grievance Withdrawal

A grievance may be withdrawn at any level without establishing precedent.

ARTICLE VII

LEAVES

7.1 Sick Leave

Each teacher shall be granted fourteen (14) sick leave days per school year. Any unused sick leave days shall accumulate without limit.

Sick leave shall be interpreted to mean personal illness, quarantine or serious illness in the immediate family or household (immediate family shall include: parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians). Absence due to pregnancy related disability shall be treated as sick leave.

7.2 Personal Business Leave

A. Each teacher shall be given two (2) days personal leave at full pay per school year to be used for personal business, which cannot be conducted except during regular school hours. No reason for such leave need be given. Such leave shall accumulate to a maximum of four (4), so that no more than six (6) days are available the following year (that is, if a teacher uses no personal business leave days for two consecutive years, the teacher will have four accumulated days plus two days for the following year). Except in cases of an emergency, written advance notice of the necessity for personal leave shall be submitted three (3) school days prior to date of leave to the Superintendent or his/her designee. In the case of an emergency, the teacher must provide reason for the leave as soon as possible and in any event, no later than the day he/she returns to duty. Personal leave shall not be customarily honored immediately prior to or after vacation periods or holidays except by specific approval of the Superintendent; personal leave shall customarily be approved on these days in the case of an emergency, or when the scheduling of the reason giving rise to the request is beyond the control of the teacher. For a personal leave day immediately prior to or after vacation periods or holidays, written documentation of the event must be provided at the time of the request. No more than three (3) teachers from a given attendance center may take personal leave on the same day. The Superintendent may grant, at his/her discretion and without precedential effect, additional teachers personal leave from a given attendance center when the event is beyond the control of the teachers (for example: child's wedding, child's graduation). General practice is no teacher may use personal business leave on more than two consecutive workdays.

B. Any unused personal leave over four in number remaining at the end of a school year shall be added to the teacher's accumulated sick leave.

C. Alternatively to B. above, all remaining unused personal business leave at the end of the teacher's last year of employment in the District shall be added to the teacher's accumulated sick leave.

D. Teachers required to attend court hearings other than jury duty shall be able to use not more than five (5) sick days after exhaustion of personal leave for said purpose during the school year. The District may require evidence of required obligations.

E. In addition to the above, upon written application to the Superintendent, at least five (5) days in advance, the Board shall grant an employee a leave of absence without loss of pay for two (2) work days during each school year for the purpose of observing a recognized religious holiday

of the employee's faith. This leave shall not be applicable to any religious observance which does not compel absence from employment.

7.3 Professional Leave

Administration may grant leave to attend and/or prepare for a professional conference or presentation. A request for said leave must be in writing. Authority to grant or not to grant professional leave shall rest solely with the Administration. Such leave shall be at full pay and shall not be charged to annual sick or personal leave.

7.4 Jury Duty

The Board shall pay the regular salary to teachers called for jury duty but shall deduct any compensation received for such duty with the exception of compensation received for travel allowance.

7.5 Report of Leave

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

7.6 Fractional Leave

Any teacher on leave for a fractional portion of a school day shall have his/her accumulated leave charged with said fractional value on a half-day basis.

7.7 Sabbatical Leave

Upon application in writing, teachers may be granted sabbatical leave.

7.8 Military Leave

Certified personnel who are called for emergency, short-term military service while under full-time contract to the District shall be granted leave without pay. Such leave shall not be charged to annual sick or personal leave.

7.9 Foreign Exchange Leave

The Board may grant any tenured teacher a leave of absence for a period of one (1) year to teach in a foreign country.

7.10 Leaves of Absence Without Pay

A. Leaves of absence may be granted without pay to tenured teachers who have rendered satisfactory service to the District and who desire to return to employment in a similar capacity at a time, as defined below, consistent with the needs of the District.

B. Leaves of absence without pay for not more than one (1) year may be granted to tenured teachers according to the following conditions:

1. Written requests for leaves of absence without pay should be made at least three (3) months before the leave is desired, subject to approval by the Board.

2. Dates of departure, return and notification of intent to return shall be determined by the teacher and the Superintendent prior to initiating the request to the Board.

3. Leaves may, unless stipulated to the contrary in this Agreement, be granted for:

   a. Advanced study leading to a degree in an approved university.

   b. Educationally related travel if the applicant provides an itinerary and an explanation of how such travel shall improve the educational program.

   c. Military service.

   d. Parental leave.

   e. Other reasons acceptable to the Board, which shall improve the educational program in the District.

4. With the consent of the carrier, the teacher may maintain insurance benefits by making timely payments of all premiums, which may be due to the District's Business Office or elsewhere pursuant to its direction.

5. Any teacher who has been employed ninety-three (93) or more days of the school term in which such leave commences shall be entitled to such advancement on the salary schedule as the teacher would have had if the leave had not been granted. If the leave exceeds the school term in which it commences, the second school term shall not be considered for step advancement on the salary schedule.

6. If a teacher is granted an unpaid leave of eight (8) calendar months or more, as a condition thereof, the teacher shall advise the Superintendent or designee in writing no later than February 15 prior to the termination of such leave that he/she intends to return to employment, provided that the Superintendent or designee has first mailed a reminder of this condition to the teacher no later than February 1. Failure to timely advise the Superintendent or designee of intent to return as required above shall be treated as a voluntary election not to return to employment and as a resignation from the District. Failure of the Superintendent or designee to timely send the letter of reminder shall waive the teacher from all obligations hereunder.

7.11 Maternity/Child Rearing Leave

A teacher who has entered upon contractual continued service shall be granted maternity/child rearing leave without pay or other benefits subject to the following conditions: (As used herein, "teacher" means a tenured teacher, except in Section E, which is applicable only to non-tenured teachers.).

A. The teacher shall advise the Superintendent or designee of her pregnancy no later than the fourth month of pregnancy or upon ascertainment of such condition, whichever shall be the later. At such time, she shall provide a written statement from her obstetrician or physician indicating the expected date of delivery. Application for a maternity/child rearing leave shall be

made in writing to the Superintendent or designee at least one hundred twenty (120) calendar days prior to the anticipated birth of the child.

B. In consultation with the teacher, the Superintendent or designee shall prepare a plan for the commencement and termination of such leave, taking into consideration maintenance of continuity of instruction and medical factors to the maximum possible degree, and the pertinent time factors related thereto. The leave shall not exceed the balance of the school term in which it commences and one (1) additional school term. Every effort shall be made to have such leave terminate immediately prior to the start of a new school term. Such leave shall commence upon the date agreed upon by the Superintendent or designee and the teacher. Such leaves, which commence during the summer recess, shall begin no later than July 1.

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

C. A teacher shall be allowed the use of sick leave following the birth of a child according to when the child is born:

   August through March: up to 45 school days.

   April through June 15th: the duration of the school year, and up to 25 school days after the start of the next school year (must not exceed a total of 45 school days).

   June 16th through June 30th: up to 30 school days at the start of the next school year.

   July 1st through July 15th: up to 35 school days at the start of the next school year.

   July 16th through July 31st: up to 40 school days at the start of the next school year.

   Any teacher who has medical reason with written explanation from a physician for continued sick leave beyond the preceding allocation of days shall be allowed to utilize additional sick leave days for the specified period. Any other alteration or extension of the preceding allocation of days is left to the discretion of the Superintendent or designee, and such decision shall be without precedential effect. Following this period of time, sick leave shall not be applicable during the period of the maternity/child rearing leave. Any accumulated sick leave available at the commencement of the unpaid leave shall be available to the teacher upon return to employment in the District.

D. Any teacher desiring adoption leave as a result of becoming an adoptive parent shall notify the Superintendent or designee, in writing, upon the initiation of such adoption proceedings. Leave shall be granted, as in Section B. above, upon satisfactory written notification to the Superintendent or designee of the date the child is expected to be received. It shall be the responsibility of the applying teacher to keep the Superintendent or designee informed on the status of the proceedings, and, as soon as known, the expected date of the delivery of the child. This Section shall not be applicable if the adopted child is ten (10) or more years of age at the time the child is received.

E. A maternity/child rearing leave may be granted to a non-tenured teacher under unusual circumstances by action of the Board, subject to all the conditions applicable to a tenured teacher, and provided the term of such leave shall not be considered in computing full-time employment under Section 24-11 of the Illinois School Code for purposes of the continuous employment necessary to attain contractual continued service status. Upon the return from such leave, the teacher shall be considered to have commenced her first probationary year. The granting of maternity leave to any non-tenured teacher shall not constitute a precedent for the granting or withholding of leave to any other non-tenured teacher. Each request shall be judged on its own merits and shall be within the sole discretion of the Board. Additional conditions or

restrictions may be established for any such leave, provided nothing herein shall be construed as requiring any non-tenured teacher to apply for such leave or to accept the conditions established.

F. A teacher who has been granted a maternity/child rearing leave of absence shall not become eligible for a subsequent maternity/child rearing leave unless and until such teacher has returned to full-time service for at least one (1) complete school term provided under exceptional circumstances the Board may grant such a leave in its sole and absolute discretion. The granting or withholding of such leave shall be without precedential effect.

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

H. A male teacher who has entered upon contractual continued service shall be entitled to a child rearing leave of absence, provided the teacher complies with all of the applicable notice and other requirements of this Section. Eligibility for such leave shall arise upon the anticipated birth of a child, which the teacher has fathered, or upon his planned adoption of a child.

I. If a teacher brings into his or her home a newly adopted child, such teacher shall be allowed to utilize up to forty-five (45) consecutive sick leave days and/or personal leave days with pay, upon imminent arrival of the child into the home. The adoption leave shall be granted according to the following:

August through March: up to 45 school days.

April through June 15th: the duration of the school year, and up to 25 school days after the start of the next school year (must not exceed a total of 45 school days).

June 16th through June 30th: up to 30 school days at the start of the next school year.

July 1st through July 15th: up to 35 school days at the start of the next school year.

July 16th through July 31st: up to 40 school days at the start of the next school year.

Any alteration or extension of the forty-five (45) school days is left to the discretion of the Superintendent or designee, and such decision shall be without precedential effect. The intent of this leave is to allow the teacher time to prepare for the arrival of a child new to the teacher, and to grant a period of time for the parent and the child to form a relationship with each other.

7.12 Bereavement Leave

Bereavement leave of a maximum of five (5) days shall be granted for each death in the immediate family, as defined elsewhere herein, and grandparents of the spouse. Bereavement leave of one (1) day shall be granted for each death of a niece, nephew, aunt, or uncle. An additional day of bereavement leave may be granted for each death resulting in travel of over 250 miles. The use of sick days and personal days to extend bereavement leave would be approved by the Superintendent at his/her discretion and without precedential effect.

7.13 Family and Medical Leave

A. All teachers who have been employed for at least twelve (12) months and for at least one thousand two hundred fifty (1,250) hours during the year preceding the start of the leave shall be eligible for family and medical leave.

B. Eligible teachers shall be entitled to unpaid leave of up to twelve (12) weeks during any one school year for the following reasons:

1. the birth of a child and to care for such child;

2. the placement of a child for adoption or foster care;

3. the care for the teacher's spouse, child, parent or parent-in-law with a serious health condition;

4. because of the teacher's own serious health condition.

C. Serious health condition shall mean an illness, injury, impairment, or physical or mental health condition that involves:

1. any period of incapacity or treatment connected with inpatient care in a hospital, hospice, or residential medical care facility, or

2. continuing treatment by (or under the supervision of) a health care provider.

D. A teacher may elect to take up to twelve (12) weeks of family and medical leave to which the teacher is entitled as one block of time, or on an intermittent or reduced leave schedule.

E. A teacher who is on leave shall continue to receive health care benefits under the same terms and conditions as other teachers not on leave.

F. This Section shall be consistent with the Family and Medical Leave Act of 1993 (Public Law 103-3) and the U.S. Department of Labor regulations pertaining thereto (29 C.F.R. Part 825).

7.14 District Emergency Sick Leave Bank Plan

A. Establishing the Sick Leave Bank

Each eligible District 56 employee may voluntarily donate one (1) sick leave day to establish and become a member (hereinafter referred to as "Member Employee") of an Emergency Sick Leave Bank. The maximum number of days held in the District Emergency Sick Leave Bank will not exceed one hundred eighty (180) days. A new employee who wishes to become a member of the District Emergency Sick Leave Bank will be asked to volunteer one (1) sick day. To enroll, the Emergency Sick Leave Bank Enrollment Form must be submitted to the Business Office by 4:00 p.m., September 15 of any given year. Upon request of the Union President, the Superintendent shall provide to the Union President in writing an updated balance for the Sick Leave Bank inclusive of days donated by each member no later than June 30 each year.

The Superintendent or designee will implement procedures for this program. If a concern arises, the Superintendent will discuss the concern with the Union President. If no mutually agreeable resolution can be reached, the decision of the Superintendent is grievable according to the Grievance Procedure in the Collective Bargaining Agreement.

B. General Conditions

If the Emergency Sick Leave Bank falls below twenty (20) days, each Member Employee will again volunteer at least one (1) day in order to maintain membership in the Emergency Sick Leave Bank. Any sick day donated will be non-refundable.

Upon depletion of his/her sick leave and personal leave days, a Member Employee may make application to use the Emergency Sick Leave Bank days. Emergency Sick Leave Bank days will only be approved for catastrophic illness, accident, prolonged illness, or other circumstances as determined by the Superintendent that may affect the employee or any member of his/her immediate family (as defined in the current Collective Bargaining Agreement).

The maximum number of days drawn by any participating Member Employee shall be twelve (12) days per incident in any one (1) year.

C. Procedure for Use of Emergency Sick Leave Bank

Any participating Member Employee will be entitled to draw from the Emergency Sick Leave Bank provided the following three (3) conditions are met:

1. The participating Member Employee has used all his/her personal accumulated sick days and personal days.

2. The participating Member Employee shall produce a Licensed Medical Doctor's certificate as proof of need.

3. The participating Member Employee has been absent more than five (5) consecutive work days in connection with the same illness and/or incident. Exceptions such as chemotherapy treatment, renal dialysis, etc., will be approved at the discretion of the Superintendent.

Any participating Member Employee who has used the maximum number of Emergency Sick Leave Bank days will again be eligible to use the Emergency Sick Leave Bank after conditions 1-3 above are met for a second illness. However, the five (5) day waiting period referenced in C.3. will be waived.

If an illness carries into the next school year, conditions 1-3 must be met again before the individual is eligible to use the Emergency Sick Leave Bank again.

ARTICLE VIII

FRINGE BENEFITS/SUPPLEMENTAL COMPENSATION

8.1 Pay Periods

Teachers shall be paid regular compensation in twenty-six (26) pro-rata bi-weekly installments. The first paycheck of a pay cycle will be issued within two weeks of the first day of teacher attendance and the receipt of the last check in the prior pay cycle. Payday shall be every other Friday thereafter, except when that Friday is a non-workday, in which case payday shall be the last workday prior thereto.

Teachers shall be paid Section 8.2 Extra Duty Schedule compensation on separate checks apart from regular compensation.

8.2 Extra Duty Schedule

Written contracts shall be issued for each position.

A teacher will earn 70% of extra duty pay in his/her first year doing an extra duty, 80% the second year, 90% the third year, and full extra duty pay thereafter.

At the end of the first semester, each nonathletic activity will be reevaluated. If meetings are not being held, or if the minimum number of students is not in regular attendance, the activity will be cancelled for the year and the sponsor will be paid half their extra duty stipend for the year.

It is the understanding of both parties that members of the bargaining unit should have the first opportunity to fill extra duty positions. Extra duty positions would include those positions listed in the extra duty schedule. If no member of the bargaining unit elects to fill the vacancy, and it is assigned to an individual not in the bargaining unit but employed by the Board of Education in another capacity, that individual shall not be bumped from the position by a bargaining unit member. When that individual vacates the position, the vacancy would be offered to bargaining unit members first. All extra duty positions filled by individuals not in the bargaining unit and not employed by the Board of Education will be posted the following year. When a member moves from the bargaining unit to an administrative position, it is the expectation of both parties that the individual would vacate all of his extra duty assignments.

3rd - 5th GRADES	**2013 - 2016**
After School Sports	$2,166
Intramural Wrestling	$1,020
American Girls Club Sponsor (2 positions)	$1,404
Art Sponsor (Gurnee Days)	$1,474
Band Director	$4,116
Band (Gurnee Days)	$523
Chorus Sponsor	$1,572
Computer Workshop Sponsor	$1,279
Fitness Club	$1,082
Dance Club	$1,082
Drama Club Musical Director	$2,259

Drama Club Director	$2,259
Foreign Language Club (2 positions)	$1,082
Literary Magazine Sponsor	$1,082
Yearbook Sponsor	$1,966
Newsletter Sponsor	$1,966
Destination Imagination Sponsor	$1,684
Science Club Sponsor (2 positions)	$1,279
Science Club Sponsor (3 positions)	$426
Service Council Sponsor (lead sponsor)	$884
Service Council Sponsor (3 positions)	$442
Public Relations	$1,019
Student School Improvement (SSIP) (3 positions)	$426

KINDERGARTEN - 2nd GRADES	**2013 - 16**
Art Sponsor (Gurnee Days)	$1,474
Public Relations	$1,019

6th - 8th GRADES	**2013-16**
Athletic Director	$5,346
8th Grade Basketball/Boys	$4,323
7th Grade Basketball/Boys	$4,323
8th Grade Basketball/Girls	$4,323
7th Grade Basketball/Girls	$4,323
Wrestling	$4,323
Cheerleading	$3,143
Pom Pons	$3,143
Track/Boys	$3,143
Track/Girls	$3,143
Cross Country	$2,526
8th Grade Soccer	$2,526
7th Grade Soccer	$2,526
8th Grade Volleyball/Girls	$2,526
7th Grade Volleyball/Girls	$2,526
8th Grade Volleyball/Boys	$2,526
7th Grade Volleyball/Boys	$2,526
Assistant Wrestling	$3,027
Assistant Track/Boys	$2,200
Assistant Track/Girls	$2,200
Cross Country Assistant	$1,768
Intramural Director	$1,082
Intramural (11 Positions)	$541
6th Grade Band Director	$4,116
7th & 8th Grade Band Director	$5,238

Band (Gurnee Days) (2 positions)	$523
Art Sponsor (Gurnee Days)	$1,474
Art Sponsor (Club)	$1,082
Newspaper Advisor	$1,966
Assistant Newspaper Advisor	$1,217
Student Council Co-Sponsor (2 positions)	$2,526
Student/Service Council	$2,126
Yearbook Advisor	$1,966
Assistant Yearbook Advisor	$1,217
Chorus Director (6,7,8) (includes Swing Choir)	$2,850
Drama Director (6,7,8)	$5,238
Technical Director	$1,082
Dinner Theater Sponsor	$1,082
Major Production Sponsor (Musical)	$4,323
Choreographer (Musical)	$1,404
Musical Director	$2,162
Pit Band Director (musical)	$1,082
Computer Club	$1,279
History Club Sponsor	$1,404
Literary Club	$1,082
Math Club Sponsor	$1,279
National Junior Honor Society Sponsor	$1,279
Public Relations	$1,082
Science Club Sponsor	$1,082
Spanish Club Sponsor	$1,082
AudioVisual/LRC Club	$1,082
Outdoor Adventure	$1,622
Academic Bowl	$1,828
Team Lead (4 positions)	$1,673
Other Activities as approved (Minimum)	$1,082

KINDERGARTEN - 8th GRADE (RIVER TRAIL)	**2013-16**
Chorus Sponsor	$1,572
River Trail Service Council	$2,126
Literary Magazine/Student Newspaper	$1,082
Art Sponsor (Club)	$1,082
Art Sponsor (Gurnee Days)	$1,474
National Junior Honor Society (6, 7, 8)	$1,278
Yearbook Advisor	$1,966
Actor's Guild	$1,082
Kindness Club Sponsor	$1,474
Intramural Positions (one each Fall, Winter, Spring)	$541
Team Lead (2 positions)	$1,673

8.3 Internal Substitution

The Board shall compensate teachers at the rate thirty-one dollars and eighty-eight cents ($31.88) per hour, for classes teachers are required to teach in excess of their regularly assigned teaching load.

8.4 Student Supervision

When it is necessary for a building administrator to make any duty assignments outside the basic classroom function of instruction as an extra assignment, it shall be first offered to the teaching staff on a voluntary basis. If the Administration is unable to fill said assignment on a volunteer basis, involuntary assignments shall be rotated on a fair and equitable basis within the staff.

The Board shall compensate teachers at the rate of forty-six dollars and sixty-three cents per after school activity.

For the purpose of this Section, qualifying activities shall be defined as follows:

A. Athletic supervision

B. Athletic scorekeeper

C. Athletic timekeeper

D. Student chaperone

E. Other as approved by Superintendent (shall be paid)

Teachers in a supervisory role would qualify for compensation at one (1) personal leave day for each overnight spent with students. This would be awarded the school year following the activity.

8.5 Bus Duty

Those teachers who perform bus duty shall be compensated at the rate of fifteen dollars and thirty cents ($15.30) per day for up to 25 minutes of supervision.

8.6 Summer School Program Compensation

Compensation for any summer school program shall be at the rate forty-three dollars and eighty-six cents ($43.86) per hour

Each summer school teacher shall be entitled to one (1) sick leave day without loss of pay per summer. Such leave shall not accumulate from year to year. The hours to be worked shall be set forth in writing and signed by the individual teachers involved and the Administration prior to the opening of the summer school program.

8.7A Early Retirement

A. A teacher may elect to participate in the early retirement plan of the District if the teacher:

1. is otherwise eligible to participate in the state's early retirement plan;

2. gives written notice to the Superintendent by February 1 of the year of retirement;

3. has served a minimum of ten (10) years of continuous teaching in the District.

B. The Board shall make its required contribution to the state and the teacher shall pay one hundred percent (100%) of the teacher's one-time contribution.

8.7B Retirement Incentive

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

A. have served a minimum of ten (10) years of teaching in the District (excluding time on unpaid leave of absence), AND

B. have attained at least age 60 or have attained at least thirty-five (35) years of service credit with the Illinois Teachers' Retirement System (ITRS), OR

C. have attained whatever requirements may be necessary under Illinois Pension Code to eliminate any employer paid retirement penalty on behalf of the teacher.

For up to the last four (4) years of the eligible teacher's employment, the teacher shall receive a six percent (6%) increase in basic compensation over the basic compensation of the preceding year. Basic compensation is defined as salary compensation inclusive of longevity plus the Sheltering Teacher Retirement Contribution as set forth in Section 9.3.

Eligible teachers applying for this incentive must submit a written notice to the Superintendent on or before the last day of the school term of the year prior to the first year in which the teacher expects a six percent (6%) increase in basic compensation.

A teacher who gives written notice of retirement shall, upon the Board's approval of such notice, execute a promissory note payable to the Board for the amount of retirement incentives to be paid hereunder by the Board, provided nothing herein shall preclude the teacher and the Board from adjusting the original proffered date of retirement to a later date which would qualify the teacher to full retirement incentives without discount and without giving rise to any required Board payment to ITRS as a consequence of such retirement.

PROMISSORY NOTE

I, _____, assert and promise as follows:

On the date of my retirement as a full-time teacher at Gurnee School District #56, I will have attained at least age sixty (60) or have attained at least thirty-five (35) years of service credit with the Illinois Teachers' Retirement System (ITRS), OR I will have attained whatever requirements may be necessary under Illinois Pension Code to eliminate any employer paid retirement penalty on my behalf. In the event that unforeseen circumstances prevent me from attaining the above, I agree to remain a full-time teacher at Gurnee School District #56 until such time as I do and to otherwise comply with the applicable provision of the Collective Bargaining Agreement in force between the Board of Education of Gurnee School District No. 56 and the Gurnee Federation of Teachers of the Lake County Federation of Teachers, Local 504, IFT-AFT/AFL-CIO.

If for any reason I should default on the above requirements, then for value received, I promise to pay to the order of the Board of Education of Gurnee School District #56, the total sum of all amounts (including

withholding and other taxes) added to my compensation by the Board of Education of Gurnee School District #56 as a consequence of my having elected retirement pursuant to Article VIII.7.B. of the Collective Bargaining Agreement in effect between said Board of Education and the Gurnee Federation of Teachers of the Lake County Federation of Teachers, Local 504, IFT-AFT/AFL-CIO. Such payment shall be made no later than my final day of service with Gurnee School District #56.

I agree that should I default in the above referenced payment, I hereby waive any notice of default and service of process and confess to a judgment that may be entered against me in a court of competent jurisdiction. I further agree that in the event of a default of this agreement, I will pay all costs and fees (including attorney's fees) incurred by the Board of Education of Gurnee School District #56 in collecting the balance due.

_____ _____

Signed Date

WITNESSES:

_____ _____

Date

_____ _____

Date

8.8 Retirement Benefits

A. A service recognition payment shall be made to any teacher who has accumulated in excess of one hundred seventy (170) unused sick leave days. Such payment shall be determined by multiplying the unused accumulated sick leave days of the teacher in excess of one hundred seventy (170) days by the amount equal to one-half (1/2) of the daily substitute rate paid by the District during the first year of this Agreement at the time of the teacher's retirement. Such payment will be paid in an amount not to exceed a total salary increase of six percent (6%) in the final year's basic compensation over the previous year's basic compensation. In the event the service recognition payment is in excess of such six percent (6%) increase, the teacher shall receive the remainder of the payment in a lump sum no later than September 30 of the fiscal year immediately following the year of retirement.

B. The Board shall also make an annual contribution for a three (3) year period on behalf of each teacher who retires and who is enrolled in the Teacher Retirement System's health insurance plan in an amount of three thousand two hundred fifty dollars ($3,250) for the payment of single/dependent coverage.

C. Any teacher considering exercising 8.7B Retirement Incentive and has in excess of seventy-five (75) sick days accumulated, can request an appointment with the superintendent more than five years prior to the then teacher's eligible non-ERO retirement date to discuss early retirement options and the possible matching of accumulated sick days, up to a maximum of an additional two hundred (200) days. If these additional matching sick days are granted, they must be granted more than four years before the actual retirement date. The number of sick days added through matching will not be eligible for a service recognition payment (8.8 Retirement Benefits A.). The superintendent's granting of matching sick days is at his/her discretion and without precedential effect.

8.9 Committee and Paperwork Pay

Any committee meeting time or paperwork (state goals, curriculum planning, etc.) performed for the District outside the normal school day shall be voluntary and shall be compensated at the rate of forty-two dollars and one cent ($42.01). Every effort shall be made to hold teacher absence from the classroom for such work to a minimum.

8.10 Tuition Reimbursement

When a teacher has completed one (1) year of employment in the District and has been rehired for the succeeding school year, the teacher shall be eligible for tuition reimbursement of up to one hundred ten dollars ($110.00) per graduate credit hour or a pro-rated amount with the approval of the Superintendent in the event such coursework ensues prior to completion of the first year of employment with the District. Part-time teachers shall be eligible for tuition reimbursement at the above hourly rate, pro-rated according to the percentage of the teacher's employment.

The following are the maximum caps:
Non-Tenure Teachers (except as noted below) - A maximum allowance of six (6) times the above hourly rate per school year.

Tenure Teachers, and Non-Tenure Full or Part-time Teachers who have completed at least two (2) years of service in the District - A maximum allowance of nine (9) times the above hourly rate per school year.

Such courses must be pre-approved and earned at an accredited college. Reimbursement shall be approved provided:

A. The teacher was employed for either a full school year (August through June) or a full calendar year (Example: November 1 through October 31) before the first class session of the college course; and

B. The course(s) are graduate course(s) in an area which, in the judgment of the Superintendent or designee, shall be of professional benefit to both the teacher and District (undergraduate courses may be approved if directly related to a teacher's current teaching assignment); and

C. It is strongly encouraged that written applications for approval be received at the District Office two (2) calendar weeks before the first class. If it is not possible to submit the applications within that time frame, written applications shall be submitted as soon as is practicable thereafter; and

D. A grade of B or above is obtained in the course, or the grade of "Pass" in the event the course is offered on a pass-fail basis; and

E. Evidence of completion of the course is submitted to the Superintendent or designee, in the form of an official transcript of credits or grade card, within sixty (60) days following completion of the course if such is available within this timeline; and

F. Evidence of tuition payment is submitted in the form of a paid receipt or canceled check which identifies the amount of tuition paid, and is submitted to the District Office on or before the tenth of the month in which the School Board shall authorize payment; and

G. Tuition reimbursement shall be paid within ten (10) calendar days following the first regularly scheduled School Board meeting held after the required evidence has been submitted; and

H. In order for a teacher who leaves the District between school terms to receive payment, the class must be completed no later than June 30 immediately following that teacher's last school term with the District.

8.11 Detention Duty

Teachers who perform detention Duty shall be paid at the rate, thirty-one dollars and fifty-three cents ($31.53) per activity.

Detention Duty shall occur outside the contractual workday. Teachers must receive building principal approval prior to a student serving detention. Any reason for non-approval shall be provided to the teacher by the building principal.

8.12 Kindergarten Screening

Kindergarten screening shall be compensated with compensatory release time in full or half day increments to be taken during the school year in which it is earned. The day(s) will be mutually agreed upon between the teacher and the principal.

8.13 Compensatory Release Time

The superintendent, with the concurrence of the council president, may offer the option of compensatory release time in lieu of hourly payment. Acceptance of compensatory release time in lieu of hourly payment is voluntary. The compensatory release time may be taken on any date during the school year in which it is earned with the date being mutually agreed upon between the teacher and the principal. A single compensatory release time day may be used immediately prior or following a school vacation or holiday. The use of consecutive compensatory release time days or a personal business day(s) or a combination thereof prior to or immediately following school vacations or holidays is generally not appropriate, but the superintendent may review requests related to this subject on a case by case basis. The superintendent's granting of compensatory release time shall be without precedential effect.

ARTICLE IX

COMPENSATION

9.1 Placement on Salary Schedule

All teachers employed on or after April 1, 2013, will be placed on the salary schedule at Bachelors' Degree with 0 (zero) years of experiences. Teachers with hours beyond a Bachelors' Degree or a Masters' Degree will be permitted to move one lane on the salary schedule per year until they reach their proper lane as determined by the credits accrued after the Bachelors' Degree.

Teachers employed as a social worker, psychologist, or speech and language specialist are exempt from this requirement since their minimum level of education required to perform those jobs is a Masters' Degree. The superintendent may, when conditions dictate the need to do so, place the teacher on the salary schedule up to his/her maximum educational accruement and experience levels after consulting with the union president.

Retired Gurnee District #56 teachers returning to the District as teachers after retirement shall be placed on the salary schedule in the same manner as new above and shall not be eligible for insurance benefits or Illinois Teachers' Retirement System (ITRS) contributions. In the event a returning retired teacher works full time in a Regional Office of Education designated critical shortage area within the District, the teacher shall be entitled to full single insurance coverage as provided in the Collective Bargaining Agreement.

9.2 Salary Schedules

Salary Schedule 2013-2014

Level	BS	BS+8	BS+16	BS+24	BS+36/MS	MS+10	MS+20	MS+30	MS+45
B	$34,238	$35,607	$37,031	$38,512	$40,053	$41,655	$43,320	$45,054	$46,856
C	$35,265	$36,675	$38,142	$39,667	$41,254	$42,905	$44,620	$46,405	$48,261
D	$36,322	$37,775	$39,286	$40,857	$42,492	$44,191	$45,959	$47,797	$49,709
E	$37,412	$38,908	$40,464	$42,083	$43,767	$45,517	$47,337	$49,232	$51,200
F	$38,611	$40,156	$41,762	$43,433	$45,169	$46,977	$48,857	$50,810	$52,842
G	$39,615	$41,199	$42,847	$44,561	$46,342	$48,197	$50,124	$52,130	$54,215
H	$40,714	$42,342	$44,036	$45,796	$47,629	$49,535	$51,516	$53,577	$55,720
I	$42,749	$44,458	$46,237	$48,086	$50,010	$52,010	$54,091	$56,255	$58,504
J	$44,887	$46,683	$48,549	$50,492	$52,511	$54,611	$56,795	$59,068	$61,430
K	$47,131	$49,017	$50,976	$53,015	$55,136	$57,342	$59,636	$62,022	$64,502
L	$49,487	$51,466	$53,525	$55,667	$57,893	$60,208	$62,618	$65,121	$67,726
M	$51,962	$54,039	$56,202	$58,450	$60,787	$63,219	$65,749	$68,379	$71,113
N	$54,560	$56,742	$59,012	$61,372	$63,827	$66,381	$69,035	$71,797	$74,668
O			$61,961	$64,441	$67,020	$69,700	$72,487	$75,386	$78,401
P				$67,662	$70,369	$73,184	$76,111	$79,156	$82,322
Q					$73,889	$76,842	$79,917	$83,114	$86,439
Longevity	$2,307	$2,420	$2,580	$2,749	$2,930	$3,047	$3,169	$3,296	$3,428

Each returning teacher moves forward one (1) level over the previous year.

For the 2014-2015 School Year and Placement on the 2015-2016 Salary Schedule

For the 2014-2015 and 2015-2016 school years, salaries for those on the salary schedule will increase the equivalent of 2.75% per year, amounting to a total combined increase over the two years of just over 5.5%. The combined increase over the two years will be used to place teachers on the newly formatted 2015-2016 salary schedule (see below). Any monies from the combined increase not used to place teachers on the 2015-2016 salary schedule will be used to fund each teacher's 2014-2015 increase. Each teacher will be provided with a document prior to the 2013-2014 school year with their 2014-2015 increase and their 2015-2016 salary schedule cell shown. There will be no salary schedule for the 2014-2015 school year.

Salaries for those off schedule (longevity) in the 2014-2015 school year will increase 2%. Salaries for those off schedule (longevity) in the 2015-2016 school year will increase by the longevity amount at the bottom of the 2015-2016 Salary Schedule.

Salary Schedule 2015-2016

Level	BS	BS+8	BS+16	BS+24	MS	MS+12	MS+24	MS+36	MS+48
B	$34,238	$35,607	$37,031	$38,512	$40,053	$41,655	$43,320	$45,054	$46,856
C	$35,436	$36,853	$38,327	$39,860	$41,455	$43,113	$44,836	$46,631	$48,496
D	$36,677	$38,143	$39,669	$41,255	$42,906	$44,622	$46,405	$48,263	$50,193
E	$37,960	$39,478	$41,057	$42,699	$44,407	$46,184	$48,030	$49,952	$51,950
F	$39,289	$40,860	$42,494	$44,193	$45,962	$47,800	$49,711	$51,701	$53,768
G	$40,664	$42,290	$43,981	$45,740	$47,570	$49,473	$51,451	$53,510	$55,650
H	$42,087	$43,770	$45,521	$47,341	$49,235	$51,205	$53,251	$55,383	$57,598
I	$43,560	$45,302	$47,114	$48,998	$50,959	$52,997	$55,115	$57,321	$59,614
J	$45,085	$46,888	$48,763	$50,713	$52,742	$54,852	$57,044	$59,328	$61,700
K	$46,663	$48,529	$50,469	$52,488	$54,588	$56,771	$59,041	$61,404	$63,860
L	$48,296	$50,227	$52,236	$54,325	$56,499	$58,758	$61,107	$63,553	$66,095
M	$49,986	$51,985	$54,064	$56,226	$58,476	$60,815	$63,246	$65,777	$68,408
N	$51,736	$53,805	$55,956	$58,194	$60,523	$62,944	$65,459	$68,080	$70,803
O	$53,547	$55,688	$57,915	$60,231	$62,641	$65,147	$67,751	$70,462	$73,281
P	$55,421	$57,637	$59,942	$62,339	$64,834	$67,427	$70,122	$72,929	$75,846
Q	$57,361	$59,654	$62,040	$64,521	$67,103	$69,787	$72,576	$75,481	$78,500
R	$59,368	$61,742	$64,211	$66,779	$69,451	$72,229	$75,116	$78,123	$81,248
S	$61,446	$63,903	$66,459	$69,117	$71,882	$74,757	$77,745	$80,857	$84,091
T			$68,785	$71,536	$74,398	$77,374	$80,466	$83,687	$87,035
U				$74,039	$77,002	$80,082	$83,283	$86,616	$90,081
V					$79,697	$82,885	$86,198	$89,648	$93,234
Longevity	$1,606	$1,670	$1,766	$1,869	$1,977	$2,057	$2,139	$2,224	$2,313

9.3 Sheltering Teacher Retirement Contribution

According to authority granted by the Pension Reform Act of 1974, Section 414(h)(2) of the Internal Revenue Code, the Board of Education agrees to pay to the Teacher Retirement System on behalf of each teacher, from the established compensation schedule, the required percentage of earnings reflected for each teacher remaining due after the Board's payment of an amount equal to the full TRS payment by a teacher located in the initial level of column BS+8 Step C. In the event that the Board payment exceeds the required TRS contribution on behalf of a teacher, said additional monies shall become salary. Any additional monies due to TRS by the teacher will be withheld and sheltered by the Board of Education. The Board shall continue to pay to TRS from future established compensation schedules, on behalf of each teacher, the required percentage of the teacher's respective gross scheduled earnings. Should any of the above be declared improper by an IRS ruling or opinion, that clause or portion thereof shall be deleted from this Agreement to the extent that it violates the ruling or opinion.

9.4 Insurance: Group Major Medical, Dental and Term Life

The Board shall provide the full individual premium for employee group major medical insurance for PPO 350 or HMO. In addition, the Board shall pay on behalf of each teacher who chooses dependent medical insurance coverage thirty percent (30%) of the additional premium required for such dependent coverage for PPO 350 or HMO. PPO 200 will be offered as options to all employees. The cost difference between PPO 200 and PPO 350 for single coverage will be paid by the employee. For employees who elect PPO 200 dependent coverage, the Board shall pay an equivalent dollar amount as provided to employees under the dependent PPO 350 plan.

The Board shall provide the full individual premium for an employee, as an alternative to the PPO 350 or HMO, for the High Deductible $2500 Plan and further agrees to place one thousand five hundred dollars ($1,500) in a Health Savings Account (HSA) in the name of the employee who elects the High Deductible $2500 Plan. The administration of the HSA will comply with Internal Revenue Service (IRS) guidelines. If an employee discontinues the High Deductible Plan prior to the anniversary day of the plan, or enters the plan after the anniversary date as a result of a qualifying life event (i.e. birth of a child, loss of a spouse), the amount placed in the HSA will be adjusted on a prorated basis from the anniversary date until the date of the break of continuity with the High Deductible Plan. In addition, the Board shall pay on behalf of each teacher who chooses dependent medical insurance coverage thirty percent (30%) of the additional premium required for such dependent coverage for the High Deductible $2500 Plan.

The Board agrees to provide the full individual premium for dental insurance in addition to its medical premiums. The Board shall provide each teacher with fifty thousand dollars ($50,000) group term life insurance coverage. The Board shall reimburse each teacher up to five hundred fifty dollars ($550) per individual or family, after a two hundred dollar ($200) deductible has been paid by the teacher (applicable to stop loss and including eye care costs). Changes in insurance coverage and the insurance carrier shall be by mutual agreement of the parties.

Part-time teachers shall receive Board contribution toward employee coverage, as outlined above, on a prorated basis.

9.4A Insurance: Group Major Medical, Dental and Term Life Committee

A committee shall be formed of equal number of teachers (appointed by the union) and administrators (appointed by the superintendent) to conduct an in-depth study to determine a plan to more efficiently use the District's health insurance plan. The Director of Business Services, who will be one of the administrators selected by the superintendent, will act as the chair of the committee and will regularly schedule meetings to determine ways to reduce expenditures associated with the

health insurance plans. The committee will develop a list of recommendations to reduce health insurance costs and present them to the union membership and the Board of Education on or before April 1, 2014. It is the expectation of the Board and the union that action is taken on these recommendations by both bodies on or before May 1, 2014.

9.5 Flexible Benefit Plan

The Board shall establish a flexible benefit plan. Such plan shall be developed in consultation with the Union and shall provide an opportunity, pursuant to relevant Internal Revenue Service Guidelines and Regulations, for teachers to deduct:

A. Dependent Health Insurance

B. Dependent Dental Insurance

C. Additional Term Life Insurance

D. Disability Income Insurance

E. Other Non-Reimbursed Medical/Dental Costs

F. Child/Dependent Care Costs

and other items as may be hereafter agreed between the Board and the Union from their overall compensation and to be subsequently reimbursed therefor upon the timely filing of evidence of payment of such insurance or other costs and with the other provisions of such flexible benefit plan.

Each teacher shall declare, not later than September 1 of each school year, their anticipated annual cost of benefits under the plan for the twelve (12) month period September through August, in a manner and amount in compliance with an Internal Revenue Service Section 125 Plan. Teachers shall be reimbursed up to one-half (1/2) their declared cost on the first payday in April, provided the teacher has filed evidence of payment in the month of March. Teachers shall be reimbursed their remaining declared cost, or their entire declared cost if no reimbursement was earlier claimed, on the first payday in the October next, provided the teacher has filed evidence of payment in the month of September.

Should the evidence of payment submitted by the teacher exceed the declared anticipated cost, the teacher shall receive as reimbursement the declared anticipated cost. Should the evidence of payment submitted by the teacher prove less than the declared anticipated cost, the teacher shall receive as reimbursement only the amount as specified through evidence of payment. Any remaining amount of money shall revert to the Board.

9.6 Compensation of Social Workers

Social Workers shall be hired on the MS+24 Lane of the salary schedule as of April 1, 2013.

9.7 Compensation of Psychologists

Psychologists shall be hired on the MS+24 Lane of the salary schedule as of April 1, 2013.

9.8 Horizontal Advancement on the Salary Schedule

Beginning with the 2014-2015 school year, BS+36 will be removed from the salary schedule. No teacher shall be allowed to move horizontally to a lane higher than the BS+24 lane unless the teacher first receives a Masters' Degree. Teachers, without a Masters' Degree, currently on the BS+36/MS lane shall remain on the MS Lane. Teachers on Masters lane beyond MS will stay on their current lane, i.e. a teacher with a MS+30 hours will stay on their lane, now labeled MS+36. That same teacher will now need to earn an additional eighteen hours to move to the next lane: MS+48.

Beginning with the 2014-2015 school year, no teacher will be permitted to move horizontally more than one lane unless he/she has notified the superintendent, and been approved into a Masters' Degree program, by April 1, 2013. Those teachers qualifying for that exception will be permitted to move no more than two lanes per year as determined by the credits accrued and the lanes on the salary schedule. The lanes after Masters' Degree will be Masters +12, +24, +36, and +48 starting with the 2014-2015 school year.

IFT ER&D Courses taken from Lake County Federation of Teachers Local 504 will be counted toward horizontal movement on the salary schedule. It is understood that ER&D Courses will most likely not transfer to other school districts

9.9 Horizontal Advancement Beyond the Masters' Degree

Credits which are earned prior to completion of the Masters' Degree shall not be used in allowing a teacher horizontal advancement beyond the MS Lane.

9.10 Longevity Compensation

A teacher who reaches the final step of his/her salary schedule Lane shall begin to receive Longevity payments in addition to the amount listed on that salary schedule cell plus any other compensation, beginning with the first year that such teacher does not have room to advance a step, and for each ensuing year in which the teacher does not have room to advance a step.

The amount for this Longevity compensation is calculated as follows: First calculate a dollar amount that is equal to the dollar raise between the base year median step and the following step for the destination year.

The median step is defined to be the median cell of all listed cells within that teacher's salary schedule lane; if there are an even number of cells in that Lane the average of the two median steps shall be used.

All Longevity payments shall be cumulative; that is, the calculated amount shall be added to the teacher's total compensation each year thereafter, and shall be added to each following year's Longevity payments, in turn.

Teachers receiving longevity shall receive the scheduled longevity increase but no less than three and one-half percent (3.5%), if applicable For the 2014-2015 and 2015-2016 school years, this provision is suspended.

9.11 Traveling Teachers

Teachers who as part of their teaching assignment must travel between attendance centers shall be reimbursed for mileage when using a personal vehicle at the yearly mileage rate as provided under IRS rules and regulations.

ARTICLE X

DURATION AND TECHNICAL CLAUSES

10.1 Duration

This Agreement shall become effective at 12:01 a.m. on the first day of the 2013 - 2014 school term and shall continue in effect until 11:59 p.m. on the last day prior to the opening of the 2016 – 2017 school year. When either party executes written notification to the other party prior to April 1 of the year the Agreement terminates that it wishes to renegotiate the Agreement, the parties shall meet no later than the first Monday of May to receive the Union proposal and negotiations shall within thirty (30) days continue in an effort to secure a Successor Agreement. The Agreement may be continued by mutual consent.

10.2 Management Rights

It is understood that all rights, powers and authority of the Board and/or its administrative staff not specifically limited by the language of this Agreement are retained by the Board. The Board, however, shall not take any action, which shall violate any of the specific provisions of this Agreement.

10.3 Recognition of This Agreement

This Agreement supersedes and nullifies all previous written and verbal negotiation agreements between the Board and the Union.

10.4 Separability

Should any Article, Section, or Clause of this Agreement be declared illegal by a court of competent jurisdiction, then that part shall be deleted from this Agreement to the extent that it violates the law. The remaining Articles, Sections and Clauses shall remain in effect. Should any additional modification or change be made in this Agreement, it shall be necessary that the parties mutually agree in writing.

10.5 Individual Contracts

Terms and conditions of this Agreement shall be stipulated in individual contracts or employment agreements.

10.6 No-Strike Provision

As provided in law, the Union agrees that it shall not strike for the duration of this Agreement.

10.7 Zipper Clause

The parties each voluntarily and unqualifiedly waive any rights which might otherwise exist under law to negotiate over any matter during the term of this Agreement, and each agrees that the other shall

not be obligated to bargain collectively during the term of this Agreement with respect to any matter (except as otherwise specifically provided herein) even though each subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed the Agreement.

With the uncertainty of pension reform, health care insurance premiums, and economic conditions (CPI), the Board of Education and the Teachers' Union agree that a major change (positive or negative) from the assumptions made to establish the Teachers' Salary Schedule from school year 2013-2014 through school year 2015-2016 may require the two parties to address the impact the change could have on the salary schedule.

10.8 Typing and Printing of This Agreement

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

IN WITNESS THEREOF, this Agreement is signed this _____ day of _____, **2013.**

FOR THE GURNEE FEDERATION OF TEACHERS
LAKE COUNTY FEDERATION OF TEACHERS
LOCAL 504, IFT-AFT/AFL-CIO

_____
President

_____
Secretary

FOR THE BOARD OF EDUCATION OF
GURNEE SCHOOL DISTRICT 56
LAKE COUNTY, ILLINOIS

_____
President

_____
Secretary

AGREEMENT

BETWEEN THE

BOARD OF EDUCATION
GURNEE SCHOOL DISTRICT #56
LAKE COUNTY, ILLINOIS

AND THE

GURNEE FEDERATION OF TEACHERS
A COUNCIL OF THE
LAKE COUNTY FEDERATION OF TEACHERS
LOCAL 504, IFT-AFT/AFL-CIO

FOR THE SCHOOL YEARS

2016 – 2017
2017 – 2018
2018 - 2019

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ARTICLE I

RECOGNITION

1.1 Recognition

A. The Board of Education of District 56, Lake County, Illinois, hereinafter referred to as the "Board," hereby recognizes the Gurnee Federation of Teachers, a Council of the Lake County Federation of Teachers, Local 504, IFT-AFT/AFL-CIO, hereinafter referred to as the "Union" as the sole and exclusive negotiating agent for all regularly employed full-time certificated teaching personnel, certified nurses, social workers, and all regular full and part-time psychologists. The intent shall be to exclude from the bargaining unit: Administrators (including Superintendent, the Superintendent's staff and assistants, principals, and all other administrators), counselors, teacher aides, clerks, any employee who spends more than fifty percent (50%) of his/her time supervising other teachers, and all other non-teaching staff.

B. Teachers regularly employed on a part-time basis shall be recognized as members of the bargaining unit, but benefits extended to such teachers shall be apportioned fractionally consistent with their part-time status where possible. Substitute teachers shall not be included in this group and shall be excluded from the bargaining unit.

C. The term "teacher" when used hereinafter in this Agreement shall refer to members of the bargaining unit as defined above.

D. The Board agrees not to negotiate with any teacher's organization other than the Union during the life of this Agreement. The Board further agrees not to negotiate with any individual teacher on matters covered in the four corners of this Agreement during the life of this Agreement.

E. Individual teacher contracts shall conform to the provisions of this Agreement.

1.2 Freedom to Join the Union

The Board shall not discriminate against any teacher by reason of his membership in the Union. Neither shall the Union discriminate against any teacher by reason of his non-membership in the Union.

1.3 Resolution of Questions

The Superintendent or his/her designee shall meet at least once a month with the President of the Union or his/her designee, for the purpose of discussing questions. Such meetings shall be at a mutually agreeable time and place.

The Union President or designee shall be given the opportunity during a regular Board meeting to address the Board briefly, provided such remarks shall exclude any references to grievances or negotiations then in process, and provided further that the Superintendent be advised in writing of the substance of such remarks at least four (4) calendar days in advance of the meeting.

It is understood that where discussions covered under Paragraph 1 are forwarded to the Board by the Superintendent and Union, said discussions shall be excluded under Paragraph 2 of this Section.

1.4 Educational Issues Committee

A joint Educational Issues Committee shall be established consisting of four (4) teachers appointed by the Union President or designee and the Superintendent or designee. The EIC shall meet within ten (10) working days of a written request for such meeting, provided such request shall be accompanied by the proposed agenda which shall be discussed during the meeting and that, except by mutual consent, there shall be no obligation to meet more frequently than once each two (2) calendar months. The agenda shall not include individual personnel items, any pending grievance, or any pending item being negotiated. The District shall provide to the Union President a written response to concerns raised by the Union during the EIC meeting within ten (10) school days of such meeting unless otherwise agreed upon between the District and the Union.

ARTICLE II

PAYROLL DEDUCTIONS

2.1 Dues Deduction

A. Any teacher who is a member of the Union may sign and deliver to the Board office an assignment authorizing deduction of Union dues in an amount specified by Local 504. The assignment shall specify the total amount of annual and monthly dues. Such authorization and assignment shall continue in effect from year to year unless canceled in writing by the originating teacher prior to October 1 of any new school year. Termination of employment for any reason shall constitute revocation of authorization for dues deduction.

B. The Board shall deduct monthly dues beginning in October and continuing through June when assignment cards have been received, providing that the Board has no responsibility for collecting past or overdue dues. It shall be the responsibility of the Union to collect directly from the teachers:

1. Dues owed after cancellation of a deduction authorization.

2. Dues owed before the time the deduction authorization became effective.

3. Dues missed because of insufficient earnings.

C. The Board shall remit monthly to the Treasurer of the Union the total amount of money deducted for that period. The first such payment shall be made by October 28 of any school year and by the 28th of each month thereafter. Such remittance shall be accompanied by a listing of the names of teachers from whose salary the dues were deducted.

2.2 Fair Share

All teachers covered by this Agreement who are not members of the Union shall pay to the Union their fair share of the cost of the services rendered by the Union that are chargeable to non-members under state and federal law.

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

This fair share agreement shall safeguard the right of non-association of teachers based upon bona fide religious tenets or teaching of a church or religious body of which such teachers are members. Such teachers may be required to pay an amount equal to their fair share under this Agreement to a non-religious charitable organization mutually agreed upon by the teachers affected and the Union, or if no mutual agreement is reached, from an approved list of charitable organizations established by the Illinois Educational Labor Relations Board. Non-member teachers who object to the amount

of the fair share fee have the right to file an unfair labor practice charge against the Union pursuant to Paragraph 1714(b)(1) of the Illinois Educational Labor Relations Act. The Union and the Board shall comply with the fair share rules of the IELRB.

2.3 COPE Deduction

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

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

2.4 Other Deductions

The Board shall without charge, and upon written request, deduct from the respective employee salary such payments as directed for selected annuity programs, investment funds, and group insurance programs.

New teachers not covered by annuity programs, investment funds, or group insurance programs may participate either in existing programs or in new programs. New programs must comply with District 56 requirements for approved programs.

In the event the Union becomes liable for any claims, demands, suits, or other forms of action because of its compliance with this provision, the Board agrees to immediately increase the maximum number of programs and decrease the total number of teachers needed to start a new program in order to meet the substance of said action.

2.5 Hold Harmless

The Union agrees to indemnify and save the Board harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the Board for the purpose of complying with any of the provisions of this Article or in reliance of any assignment furnished under the provisions of this Article.

ARTICLE III

UNION TEACHER RIGHTS

3.1 Union Announcements

The Union shall be permitted to communicate through the intra-district mail system if such system exists. The Union also shall be permitted to communicate through use of teacher mailboxes for legal Union business. A bulletin board reserved for Legal Union Activity announcements shall be provided in each school.

3.2 Use of Facilities

The Board and/or the Superintendent shall grant the Union use of school facilities for Union meetings, at reasonable times and providing no other scheduled events conflict, subject to the following conditions:

A. Request for use of facilities shall be made to the Superintendent at least twenty-four (24) hours in advance of proposed use.

B. Nothing herein shall prevent the Board from charging reasonable fees for use of school facilities where costs are incurred.

C. It is understood by the parties that no more than one (1) meeting per month should be necessary.

3.3 Dissemination of Information

The Board shall furnish the Union President, in response to reasonable requests, readily available public information.

3.4 Student Discipline

A. Establishing and maintaining a classroom environment conducive for learning is the responsibility of the classroom teacher. Teachers will implement the framework established by the PBIS Committee for each building. Minor student behaviors should be addressed by the classroom teacher with the student and his/her parent prior to the intervention of administration through an Office Discipline Referral (ODR).

B. Some student behaviors escalate from minor to major misbehaviors due to repetitiveness and/or frequency of the behaviors. Other behaviors may also be considered major misbehaviors because they represent threats to the safety of children.

Teachers are expected to manage these behaviors as best as they can in the vicinity the misbehaviors are occurring to protect the safety of the children affected by the misbehaviors and should complete and forward an ODR to the principal or his/her designee.

A teacher may exclude a student from class for a major offense. The teacher shall be notified of the resolution of the ODR prior to the student's return to the classroom.

C. Nothing contained in this Article shall be construed as rescinding the obligation of the teacher to exercise the maturity, restraint, patience, and judgment, which is normally required in the guidance and training of youth.

3.5 Student Grades

Grades shall be final as reported by the teacher unless disputed. Disputed grades may be changed by the Administration. Teachers shall have the right and opportunity to attach comments to any grade change made by the Administration.

3.6 Complaints Against Teachers

A complaint related to a specific teacher that might lead to disciplinary action shall be made known to the teacher promptly. The principal (if requested by either the teacher and/or parent) shall attempt to arrange a parent-teacher or parent-teacher-principal conference.

If the complaint is to become a matter of record, said complaint must be reduced to writing and the teacher shall be provided with a copy and may attach a response to the official records at the time the complaint is reduced to writing.

When students are to be questioned about a complaint or incident, a reasonable effort shall be made to have another adult present at the time of the questioning. The teacher against whom a complaint is alleged may request who the second adult will be. During questioning, the sole purpose of the presence of the second adult is to observe and listen to the questioning process. A reasonable attempt shall be made to keep students involved in an incident separated until each has been questioned.

3.7 Teacher Personnel File

The Board shall maintain in the District a personnel file on each teacher. A teacher shall have the right to inspect this file during regular business hours provided such inspection shall not interfere with the teacher's regularly assigned duties. Such inspection shall take place only in the presence of an administrator or administrative designee. Individual copies of any non-confidential material shall be given the teacher on request.

3.8 Teacher Privacy

A. The right of teachers to receive mail and/or correspondence with a specifically named addressee shall not be infringed upon by any Board member, supervisor, administrator or other representative of the Board.

B. Each building shall have a telephone for teacher's use to conduct school business.

3.9 Classroom Interruptions

Administration shall attempt to keep classroom interruptions to a minimum.

3.10 Duty-Free Lunch

Teachers shall have a duty-free lunch period consistent with the provisions of The School Code of Illinois, Section 24-9, 1992 issue.

3.11 Right of Privacy

Without a teacher's permission, no portions of a teacher's file shall be disclosed to third parties except as required by law or as shall be necessary in the performance of the Board's or Administration's responsibility.

3.12 Teacher Recertification Issues

The District shall serve as liaison between all teachers and the Regional Office of Education (ROE)/Illinois State Board of Education (ISBE) regarding all certification and recertification issues.

ARTICLE IV

EMPLOYEE EVALUATION

4.1 Evaluation of Classroom Performance

Teachers will be formally evaluated in writing. Evaluations will be conducted by administrators as designated by the Superintendent and will be based on formal and informal observations conducted by an administrator who will make himself/herself available for questions regarding procedures and the teacher evaluation framework. On or before September 15th of a school year in which a teacher is to receive a Performance Evaluation Rating, the teacher will be supplied with the evaluation materials.

The Dean of Students position will not be an evaluator within the district.

The procedural aspects related to the evaluation will be aligned with Illinois State Statutes, and along with the teacher evaluation framework used to assess performance, will be cooperatively developed and agreed upon by representatives from the Board of Education and the Union. A committee of representatives from both parties will be convened on an as needed basis to review and reach agreement on any procedural changes to improve the teacher evaluation framework.

Tenure Teachers (A through L)

A. Teachers in contractual continued service will receive an evaluation at least once in the course of every two (2) years. However, any teacher in contractual continued service whose performance is rated as either "Needs Improvement" or "Unsatisfactory" will be evaluated at least once in the year following the receipt of such rating.

B. Each formal observation for teachers in contractual continued service will consist of a pre-observation conference, a formal observation, and a post-observation conference. An evaluation will consist of informal observations, a formal observation, and a performance rating. Each informal observation for teachers in contractual continued service will consist of the observation to be a minimum of 15 minutes and an offer of a post-observation conference in which written documentation from the observation will be presented.

C. Pre-observation and post-observation conferences will be done in-person, with the evaluating administrator and the teacher both present. Both the teacher and the evaluating administrator will initial all forms to verify that the meetings have taken place.

D. A post-observation conference between the evaluator and the teacher will be held no later than ten (10) school days after the formal observation has been completed. During the post-conference, ratings may be changed due to input from the teacher.

E. The evaluator will provide the teacher with constructive assistance and a written statement of deficiencies (where deficiencies are noted). Suggestions for improving deficiencies or instruction will be offered by the evaluator in writing, recognizing that the responsibility for improvement rests with the teacher. Teachers will be provided a copy of the completed Teacher Evaluation framework at the time of the post-observation conference unless the teacher agrees to an alternate time.

F. Teachers shall be permitted to attach a written response including their self-evaluation within thirty (30) calendar days of the teacher's receipt of the evaluation and any such written response shall be attached to the file copy of the evaluation in question.

G. If a tenured teacher receives either a "Needs Improvement" or "Unsatisfactory" performance rating, he/she may request one follow-up formal observation to take place within thirty (30) days from the date of the request. The information received from the follow-up formal observation will be considered along with the previous informal and formal observations in determining the teacher's performance rating.

H. In the year following the receipt of a performance rating of "Needs Improvement", a tenured teacher will be formally observed and will receive a performance rating no later than seventy-five (75) days prior to the last day of school. If the performance rating is at least "Proficient", the joint committee will meet prior to February 1st to determine, for the purpose of an honorable dismissal, whether the teacher will be moved from Group 2 to Group 3. If the joint committee does not meet prior to February 1st, the tenured teacher will be moved from Group 2 to Group 3 for the purpose of honorable dismissals.

I. Teachers will sign the evaluation form to indicate they have received and have read the comments contained therein. Their signature denotes receipt, though not necessarily acceptance of the comments contained therein.

J. Tenured teachers will be placed on an alternating evaluation cycle, but this does not restrict administrators from conducting formal and informal observations during the "off years", though a Performance Evaluation Rating will only be given in an "on-cycle" year.

K. Tenured teachers will receive their Performance Evaluation Rating after April 5th, if the previous two ratings were "Proficient" or "Excellent".

L. If a tenured teacher receives a performance rating of "Needs Improvement", a Professional Development Plan (PDP) will be developed by the evaluator, in consultation with the teacher, within thirty (30) school days of such rating. The PDP will customarily end no sooner than twenty (20) school days and last no longer than sixty (60) school days.

Non-Tenure Teachers (M through V)

M. Each formal observation for teachers not in contractual continued service will consist of a pre-observation conference, a formal observation, and a post-observation conference. An evaluation will consist of informal observations, a formal observation, and a performance rating. Each informal observation for teachers not in contractual continued service will consist of the observation to be a minimum of 15 minutes and an offer of a post-observation conference in which written documentation from the observation will be presented.

N. During the teacher's first year in the District, the evaluation will include a minimum of three (3) formal observations, informal observations, and a performance rating. The first formal observation must be completed by November 1; the second by January 25; the third and the performance rating by March 15.

O. During the teacher's second year, the evaluation will include a minimum of two (2) formal observations, informal observations, and a performance rating. The first formal observation must be completed by November 1; and the second and the performance rating by March 15.

P. During the teacher's third and fourth years, the evaluation will include a minimum of one (1) formal observation, informal observations, and a performance rating each year. The teacher will receive a performance rating by March 15.

Q. Pre-observation and post-observation conferences will be done in-person, with the evaluating administrator and the teacher both present. Both the teacher and the evaluating administrator will initial all forms to verify that the meetings have taken place.

R. A post-observation conference between the evaluator and the teacher will be held no later than ten (10) school days after the formal observation has been completed. During the post-conference, ratings may be changed due to input from the teacher.

S. The evaluator will provide the teacher with constructive assistance and a written statement of deficiencies (where deficiencies are noted). Suggestions for improving deficiencies or instruction will be offered by the evaluator in writing, recognizing that the responsibility for improvement rests with the teacher. Teachers will be provided a copy of the completed written documentation at the time of the post-observation conference unless the teacher agrees to an alternate time.

T. Teachers shall be permitted to attach a written response including their self-evaluation within thirty (30) calendar days of the teacher's receipt of the evaluation and any such written response shall be attached to the file copy of the evaluation in question.

U. Teachers will sign the evaluation form to indicate they have received and have read the comments contained therein. Their signature denotes receipt, though not necessarily acceptance of the comments contained therein.

V. Upon the issuance of a fifth consecutive contract, part-time teachers (FTE <1.0) may be placed on an every other year evaluation cycle.

For the purpose of placing teachers in groups (W through Y)

W. No teacher will be placed in Group 4 until all current teachers have been evaluated twice "on-cycle".

X. For the purpose of determining seniority, a current teacher's hire date shall be the contract signing date. For all hires after April 1, 2012, seniority will be determined by the time and date of job acceptance.

Y. Evaluations from other districts will not be valid for Gurnee School District #56 purposes.

4.2 Consulting Teacher

In compliance with the Illinois School Code, a teacher may be appointed as a consulting teacher if he/she has at least five (5) years of teaching experience and otherwise complies with the requirements of such an appointment. No teacher shall be required to serve as a consulting teacher if unwilling to do so. Consulting teachers shall be compensated by stipend and/or release time appropriate to the anticipated extent and nature of such consultation. The amount and nature of such compensation shall be as agreed between the Board, the Union, and the consulting teacher.

4.3 Informal Evaluation

Nothing contained herein shall limit the right of management to utilize informal observations and other firsthand evaluative criteria for considering competency of any teacher. These informal evaluations shall be reduced to writing and submitted to the teacher as in 4.1, E., before they have any impact regarding the teacher's personnel file.

"Informal" shall be defined as an evaluation conducted during the teacher workday which may not result in a written document, but which may result in a discussion between the teacher and principal. Where deficiencies are observed, suggestions for improving deficiencies shall be offered by the evaluator in writing, recognizing that the responsibility for improvement rests with the teacher.

4.4 Grievability

Any grievance filed relative to this Article shall be limited to violations of the specific procedures as outlined in the Professional Growth Plan and in 4.1, A., through 4.1, H., in this Article.

ARTICLE V

WORKING CONDITIONS

5.1 School Year

The school year shall consist of not more than one hundred eighty-five (185) days, of which one hundred eighty (180) shall be scheduled by the Board as pupil attendance days. No fewer than five (5) of the one hundred eighty-five (185) days shall be declared by the Superintendent and the Board as special holidays or non-school days, provided that no emergencies make it necessary to use them as school days.

5.2 Stipulated Workday

All certified personnel shall be required to be in the building seven and one-half (7 ½) hours including a duty-free lunch. Teachers shall be required to remain as assigned for extra duties, parent conferences, open houses, and faculty meetings. Other regularly scheduled activities as determined by the administration and school improvement teams including professional development meetings, for which teachers are required to remain outside the school day shall be reasonable in both number and duration (one hour maximum). Teachers shall be given reasonable notice of any such additional activities requiring their attendance. The Superintendent and Union President will reserve the right to discuss frequency and content of these meetings assigned by the administration

Any additional committees formed outside the scope of the school improvement process shall be voluntary.

The first student day of school and the final three student days of school shall be shortened pupil attendance days (five hours). The balance of those student attendance days shall be utilized as teacher records completion days.

The teacher shall not be required to take leave time until such time when the total amount of minutes used for said appointments adds up to one-half (1/2) day, in which case one-half (1/2) day of sick leave shall be deducted during the then current school year.

Where on a rare occasion a teacher has a prior commitment, he/she may have permission to be excused immediately after student dismissal provided said teacher is not required to be in attendance at a previously scheduled meeting and/or school function.

Any changes in the weekly amount of plan time shall only occur with the consensus of the School Improvement Team (S.I.T.), whose faculty members shall be appointed by the Union President or his/her designee and the building principal, and with the concurrence of the Superintendent and Union President.

5.3 Bus Duty

Teachers who perform morning bus duty prior to the start of school shall be permitted afternoon release time at the end of the school day equal to the time spent at morning duty, or shall receive compensation as provided in Article VIII, Section 8.5, at the teacher's discretion, regardless of whether the teacher is required to or voluntarily agrees to perform such duty. Additionally, a teacher who performs morning bus duty that extends in whole or in part into the stipulated workday, may extend his/her workday by the same amount of time spent on workday bus duty, and shall receive

compensation as provided above for the amount of time spent on this bus duty during the workday; alternatively, at the discretion of the teacher, such teacher may choose not to extend his/her workday, but shall then not be compensated for time spent on bus duty during that workday.

The Board shall seek teacher volunteers. In the event an adequate number of said personnel is not available, the Board shall employ non-teaching personnel to perform bus duty. Where said volunteers are not available, the Administration reserves the right to assign District staff on a rotating basis. When school scheduled meetings and/or parent teacher conferences conflict with compensatory release time, the teacher may defer use of same for an extended period not to exceed ten (10) school days.

5.4 Posting of Vacancies

The Board shall post teaching and administrative vacancies as they occur and newly created positions for a period of five (5) working days in each building prior to permanently filling said vacancy. During the summer months said vacancies shall be posted in the Administration Office.

5.5 Transfers

Prior to transferring a teacher from a position involuntarily between teams, grades or buildings due to a reduction in sections or an elimination of a position, Administration and affected teacher(s) shall consult regarding said change in assignment in the following manner:

A. If a non-tenured teacher qualified for said change in assignment is available to be transferred, the non-tenured teacher will be transferred prior to a tenured teacher.

B. Within the pool of non-tenured teachers qualified for transfer, seniority will not apply.

C. A “pool” of teachers consists of those in a school’s grade level, or, for the middle school, those within a subject area.

D. Non-tenured teachers cannot be transferred for two consecutive years unless no other qualified non-tenured teachers are available for transfer.

E. If no qualified non-tenured teachers are available for said transfer, qualified tenured teachers will become eligible for said transfer based on qualifications and seniority.

F. When a reduction in sections or an elimination of a position necessitates an involuntary transfer, only one teacher will be transferred. If the District desires to make more than one transfer due to a reduction in sections or an elimination of a position, the consent of the Union must be obtained beforehand.

G. Conditions listed above do not preclude Administration from transferring a tenured or non-tenured teacher who is agreeable to said transfer.

5.6 School Calendar

The Superintendent or designee shall consult with the Union President or designee and shall make a reasonable effort to agree upon the school calendar prior to submission of recommendations to the Board.

5.7 Lunchroom/Playground Duty

Lunchroom monitors shall continue to supervise student lunch and playground activity at all facilities without teacher assistance.

ARTICLE VI

GRIEVANCE PROCEDURE

6.1 Definitions

A. Any claim by a teacher, or the Union if said claim is of a class action nature or pertains to administrative staff beyond the building level, that there has been a violation, misrepresentation, or misapplication of the terms of this Agreement shall constitute a grievance.

B. All time limits consist of school days, except that when a grievance is submitted fewer than ten (10) days before the close of the current school term, time limits shall consist of all weekdays.

6.2 Statement of Basic Principles

A. Every full-time teaching employee covered by this Agreement shall have the right to present grievances in accordance with these procedures, with or without representation as defined in formal steps beyond the building level. Nothing contained in this Article or elsewhere in this Agreement shall be construed to prevent any individual teacher from discussing a problem with the Administration and having it adjusted without intervention or representation by organization representatives.

B. A teacher who participates in these grievance procedures shall not be discriminated against, or be subjected to discipline or reprisal by organization representatives.

C. The failure of a grievant or the Union to act on any grievance within the prescribed time limits shall act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step.

D. The Union shall be notified of the final disposition of grievance within ten (10) days which disposition shall not be in conflict with any of the terms or conditions of this Agreement.

E. Conferences under this procedure shall be conducted at a time and place which shall afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present, to attend and shall be held, insofar as possible, after regular school hours or during non-teaching time of personnel involved. When such hearings and conferences are held at the option of the Superintendent, during school hours, all employees whose presence is required shall be excused with pay for that purpose.

F. It is agreed that any investigation or other handling or processing of any grievance by the grieving teacher or teacher organization representatives shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the teaching staff.

6.3 Procedures

A. First Step

An attempt shall be made to resolve any grievance in informal, verbal discussion between complainant and his/her immediate superior. The teacher may bypass this First Step if he/she chooses.

B. Second Step

If the grievance cannot be resolved informally, the aggrieved teacher shall file the grievance in writing, and at a mutually agreeable time discuss the matter with the principal. The written grievance shall state the nature of the grievance, shall note the clause or clauses of the Agreement allegedly violated, and shall state the remedy requested. The filing of the grievance at the Second Step must be within twenty (20) days from the date of the occurrence of the event-giving rise to the grievance or when the teacher should reasonably have been aware of the occurrence. The principal or other administrator who has authority to make a decision on the grievance shall make such decision and communicate it in writing to the teacher and the Superintendent within ten (10) days.

C. Third Step

In the event a grievance has not been satisfactorily resolved at the Second Step, the aggrieved teacher shall file, within five (5) school days of the principal's written decision or answer at the Second Step, a copy of the grievance with the Superintendent. The aggrieved teacher shall send a copy of such grievance to the Union President. Within ten (10) days after such written grievance is filed, the aggrieved, a representative of the aggrieved, as desired, the principal, and the Superintendent, or his/her designee, shall meet to resolve the grievance. The Superintendent, or his/her designee, shall file an answer within ten (10) days of the Third Step grievance meeting and communicate it in writing to the teacher, the principal, and the Union President. The teacher, upon request to the Union, may have a Union representative present.

D. Fourth Step

If the Union is not satisfied with the disposition of the grievance at Step Three or the time limits expire without the issuance of the Superintendent's written reply, the Union may submit the grievance to binding arbitration. The parties shall select a mutually acceptable arbitrator or, in the absence of agreement on the selection of an arbitrator, may submit the grievance under the Voluntary Labor Arbitration Rules of the American Arbitration Association (AAA), which shall act as the administrator of the proceedings. If the demand for arbitration is not filed within thirty (30) days of the date for the Step Three answer, then the grievance shall be deemed withdrawn.

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

2. The arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore, or add to the provisions of the Agreement. His/her authority shall be strictly limited to deciding only the issue or issues presented to him/her in writing by the School Board and the Union, and his/her decision must be based solely upon his/her interpretation of the meaning or application of the express relevant language of the Agreement.

3. Each party shall bear the full cost for its representation in the arbitration. The cost of the arbitrator and the AAA shall be divided equally between the Board and the Union.

4. If either party requests a transcript of the proceedings, that party shall bear the full cost of that transcript. If both parties order a transcript, the cost of the two (2) transcripts shall be divided equally between the Board and the Union.

E. Bypass to Superintendent

If the Union and the Superintendent agree, Step Two of the grievance procedure may be bypassed and the grievance brought directly to Step Three.

F. Bypass to Binding Arbitration

If the Superintendent and the Union agree, a grievance may be submitted directly to binding arbitration.

G. Class Grievance

Class grievance involving one (1) or more teachers or one (1) or more supervisors, and grievances involving an administrator above the building level may be initially filed by the Union at Step Three.

H. Union Participation - Teacher Not Represented

When a teacher is not represented by the Union, the Union reserves the right to have a representative present at Step Three proceedings.

I. Grievance Withdrawal

A grievance may be withdrawn at any level without establishing precedent.

ARTICLE VII

LEAVES

7.1 Sick Leave

Each teacher shall be granted fourteen (14) sick leave days per school year. Any unused sick leave days shall accumulate without limit.

Sick leave shall be interpreted to mean personal illness, quarantine or serious illness in the immediate family or household (immediate family shall include: parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians). Absence due to pregnancy related disability shall be treated as sick leave.

Members shall not request unpaid time off. If an exception is to be considered, a meeting with the Superintendent will be required for possible approval.

7.2 Personal Business Leave

A. Each teacher shall be given two (2) days personal leave at full pay per school year to be used for personal business, which cannot be conducted except during regular school hours. No reason for such leave need be given. Such leave shall accumulate to a maximum of four (4), so that no more than six (6) days are available the following year (that is, if a teacher uses no personal business leave days for two consecutive years, the teacher will have four accumulated days plus two days for the following year). Except in cases of an emergency, written advance notice of the necessity for personal leave shall be submitted three (3) school days prior to date of leave to the Superintendent or his/her designee. In the case of an emergency, the teacher must provide reason for the leave as soon as possible and in any event, no later than the day he/she returns to duty. Personal leave shall not be customarily honored immediately prior to or after vacation periods or holidays except by specific approval of the Superintendent; personal leave shall customarily be approved on these days in the case of an emergency, or when the scheduling of the reason-giving rise to the request is beyond the control of the teacher. For a personal leave day immediately prior to or after vacation periods or holidays, written documentation of the event must be provided at the time of the request. No more than three (3) teachers from a given attendance center may take personal leave on the same day. The Superintendent may grant, at his/her discretion and without precedential effect, additional teachers personal leave from a given attendance center when the event is beyond the control of the teachers (for example: child's wedding, child's graduation). General practice is no teacher may use personal business leave on more than two consecutive workdays.

B. Any unused personal leave over four in number remaining at the end of a school year shall be added to the teacher's accumulated sick leave.

C. Alternatively to B. above, all remaining unused personal business leave at the end of the teacher's last year of employment in the District shall be added to the teacher's accumulated sick leave.

D. Teachers required to attend court hearings other than jury duty shall be able to use not more than five (5) sick days after exhaustion of personal leave for said purpose during the school year. The District may require evidence of required obligations.

E. In addition to the above, upon written application to the Superintendent, at least five (5) days in advance, the Board shall grant an employee a leave of absence without loss of pay for two (2)

work days during each school year for the purpose of observing a recognized religious holiday of the employee's faith. This leave shall not be applicable to any religious observance which does not compel absence from employment.

7.3 Professional Leave

Administration may grant leave to attend and/or prepare for a professional conference or presentation. A request for said leave must be in writing. Authority to grant or not to grant professional leave shall rest solely with the Administration. Such leave shall be at full pay and shall not be charged to annual sick or personal leave.

7.4 Jury Duty

The Board shall pay the regular salary to teachers called for jury duty but shall deduct any compensation received for such duty with the exception of compensation received for travel allowance.

7.5 Report of Leave

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

7.6 Fractional Leave

Any teacher on leave for a fractional portion of a school day shall have his/her accumulated leave charged with said fractional value on a half-day basis.

7.7 Sabbatical Leave

Upon application in writing, teachers may be granted sabbatical leave.

7.8 Military Leave

Certified personnel who are called for emergency, short-term military service while under full-time contract to the District shall be granted leave without pay. Such leave shall not be charged to annual sick or personal leave.

7.9 Foreign Exchange Leave

The Board may grant any tenured teacher a leave of absence for a period of one (1) year to teach in a foreign country.

7.10 Leaves of Absence Without Pay

A. Leaves of absence may be granted without pay to tenured teachers who have rendered satisfactory service to the District and who desire to return to employment in a similar capacity at a time, as defined below, consistent with the needs of the District.

B. Leaves of absence without pay for not more than one (1) year may be granted to tenured teachers according to the following conditions:

1. Written requests for leaves of absence without pay should be made at least three (3) months before the leave is desired, subject to approval by the Board.

2. Dates of departure, return and notification of intent to return shall be determined by the teacher and the Superintendent prior to initiating the request to the Board.

3. Leaves may, unless stipulated to the contrary in this Agreement, be granted for:

   a. Advanced study leading to a degree in an approved university.

   b. Educationally related travel if the applicant provides an itinerary and an explanation of how such travel shall improve the educational program.

   c. Military service.

   d. Parental leave.

   e. Other reasons acceptable to the Board, which shall improve the educational program in the District.

4. With the consent of the carrier, the teacher may maintain insurance benefits by making timely payments of all premiums, which may be due to the District's Business Office or elsewhere pursuant to its direction.

5. Any teacher who has been employed ninety-three (93) or more days of the school term in which such leave commences shall be entitled to such advancement on the salary schedule as the teacher would have had if the leave had not been granted. If the leave exceeds the school term in which it commences, the second school term shall not be considered for step advancement on the salary schedule.

6. If a teacher is granted an unpaid leave of eight (8) calendar months or more, as a condition thereof, the teacher shall advise the Superintendent or designee in writing no later than February 15 prior to the termination of such leave that he/she intends to return to employment, provided that the Superintendent or designee has first mailed a reminder of this condition to the teacher no later than February 1. Failure to timely advise the Superintendent or designee of intent to return as required above shall be treated as a voluntary election not to return to employment and as a resignation from the District. Failure of the Superintendent or designee to timely send the letter of reminder shall waive the teacher from all obligations hereunder.

7.11 Maternity/Child Rearing Leave

A teacher who has entered upon contractual continued service shall be granted maternity/child rearing leave without pay or other benefits subject to the following conditions: (As used herein, "teacher" means a tenured teacher, except in Section E, which is applicable only to non-tenured teachers.).

A. The teacher shall advise the Superintendent or designee of her pregnancy no later than the fourth month of pregnancy or upon ascertainment of such condition, whichever shall be the later. At such time, she shall provide a written statement from her obstetrician or physician indicating the expected date of delivery. Application for a maternity/child rearing leave shall be made in writing to the Superintendent or designee at least one hundred twenty (120) calendar days prior to the anticipated birth of the child.

B. In consultation with the teacher, the Superintendent or designee shall prepare a plan for the commencement and termination of such leave, taking into consideration maintenance of continuity of instruction and medical factors to the maximum possible degree, and the pertinent time factors related thereto. The leave shall not exceed the balance of the school term in which it commences and one (1) additional school term. Every effort shall be made to have such leave terminate immediately prior to the start of a new school term. Such leave shall commence upon the date agreed upon by the Superintendent or designee and the teacher. Such leaves, which commence during the summer recess, shall begin no later than July 1.

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

C. A teacher shall be allowed the use of sick leave following the birth of a child according to when the child is born:

   August through March: up to 45 school days.

   April through June 15th: the duration of the school year, and up to 25 school days after the start of the next school year (must not exceed a total of 45 school days).

   June 16th through June 30th: up to 30 school days at the start of the next school year.

   July 1st through July 15th: up to 35 school days at the start of the next school year.

   July 16th through July 31st: up to 40 school days at the start of the next school year.

   Any teacher who has medical reason with written explanation from a physician for continued sick leave beyond the preceding allocation of days shall be allowed to utilize additional sick leave days for the specified period. Any other alteration or extension of the preceding allocation of days is left to the discretion of the Superintendent or designee, and such decision shall be without precedential effect. Following this period of time, sick leave shall not be applicable during the period of the maternity/child rearing leave. Any accumulated sick leave available at the commencement of the unpaid leave shall be available to the teacher upon return to employment in the District.

D. Any teacher desiring adoption leave as a result of becoming an adoptive parent shall notify the Superintendent or designee, in writing, upon the initiation of such adoption proceedings. Leave shall be granted, as in Section B. above, upon satisfactory written notification to the Superintendent or designee of the date the child is expected to be received. It shall be the responsibility of the applying teacher to keep the Superintendent or designee informed on the status of the proceedings, and, as soon as known, the expected date of the delivery of the child. This Section shall not be applicable if the adopted child is ten (10) or more years of age at the time the child is received.

E. A maternity/child rearing leave may be granted to a non-tenured teacher under unusual circumstances by action of the Board, subject to all the conditions applicable to a tenured teacher, and provided the term of such leave shall not be considered in computing full-time employment under Section 24-11 of the Illinois School Code for purposes of the continuous employment necessary to attain contractual continued service status. Upon the return from such leave, the teacher shall be considered to have commenced her first probationary year. The granting of maternity leave to any non-tenured teacher shall not constitute a precedent for the granting or withholding of leave to any other non-tenured teacher. Each request shall be judged on its own merits and shall be within the sole discretion of the Board. Additional conditions or restrictions may be established for any such leave, provided nothing herein shall be construed as requiring any non-tenured teacher to apply for such leave or to accept the conditions established.

F. A teacher who has been granted a maternity/child rearing leave of absence shall not become eligible for a subsequent maternity/child rearing leave unless and until such teacher has returned to full-time service for at least one (1) complete school term provided under exceptional circumstances the Board may grant such a leave in its sole and absolute discretion. The granting or withholding of such leave shall be without precedential effect.

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

H. A male teacher who has entered upon contractual continued service shall be entitled to a child rearing leave of absence, provided the teacher complies with all of the applicable notice and other requirements of this Section. Eligibility for such leave shall arise upon the anticipated birth of a child, which the teacher has fathered, or upon his planned adoption of a child.

I. If a teacher brings into his or her home a newly adopted child, such teacher shall be allowed to utilize up to forty-five (45) consecutive sick leave days and/or personal leave days with pay, upon imminent arrival of the child into the home. The adoption leave shall be granted according to the following:

August through March: up to 45 school days.

April through June 15th: the duration of the school year, and up to 25 school days after the start of the next school year (must not exceed a total of 45 school days).

June 16th through June 30th: up to 30 school days at the start of the next school year.

July 1st through July 15th: up to 35 school days at the start of the next school year.

July 16th through July 31st: up to 40 school days at the start of the next school year.

Any alteration or extension of the forty-five (45) school days is left to the discretion of the Superintendent or designee, and such decision shall be without precedential effect. The intent of this leave is to allow the teacher time to prepare for the arrival of a child new to the teacher, and to grant a period of time for the parent and the child to form a relationship with each other.

7.12 Bereavement Leave

Bereavement leave of a maximum of five (5) days shall be granted for each death in the immediate family, as defined elsewhere herein, and grandparents of the spouse. Bereavement leave of one (1) day shall be granted for each death of a niece, nephew, aunt, or uncle. An additional day of bereavement leave may be granted for each death resulting in travel of over 250 miles. The use of sick days and personal days to extend bereavement leave would be approved by the Superintendent at his/her discretion and without precedential effect.

7.13 Family and Medical Leave

A. All teachers who have been employed for at least twelve (12) months and for at least one thousand two hundred fifty (1,250) hours during the year preceding the start of the leave shall be eligible for family and medical leave.

B. Eligible teachers shall be entitled to unpaid leave of up to twelve (12) weeks during any one school year for the following reasons:

1. the birth of a child and to care for such child;

2. the placement of a child for adoption or foster care;

3. the care for the teacher's spouse, child, parent, or parent-in-law with a serious health condition;

4. because of the teacher's own serious health condition.

C. Serious health condition shall mean an illness, injury, impairment, or physical or mental health condition that involves:

1. any period of incapacity or treatment connected with inpatient care in a hospital, hospice, or residential medical care facility, or

2. continuing treatment by (or under the supervision of) a health care provider.

D. A teacher may elect to take up to twelve (12) weeks of family and medical leave to which the teacher is entitled as one block of time, or on an intermittent or reduced leave schedule.

E. A teacher who is on leave shall continue to receive health care benefits under the same terms and conditions as other teachers not on leave.

F. This Section shall be consistent with the Family and Medical Leave Act of 1993 (Public Law 103-3) and the U.S. Department of Labor regulations pertaining thereto (29 C.F.R. Part 825).

7.14 District Emergency Sick Leave Bank Plan

A. Establishing the Sick Leave Bank

Each eligible District 56 employee may voluntarily donate one (1) sick leave day to establish and become a member (hereinafter referred to as "Member Employee") of an Emergency Sick Leave Bank. The maximum number of days held in the District Emergency Sick Leave Bank will not exceed one hundred eighty (180) days. A new employee who wishes to become a member of the District Emergency Sick Leave Bank will be asked to volunteer one (1) sick day. To enroll, the Emergency Sick Leave Bank Enrollment Form must be submitted to the Business Office by 4:00 p.m., September 15 of any given year. Upon request of the Union President, the Superintendent shall provide to the Union President in writing an updated balance for the Sick Leave Bank inclusive of days donated by each member no later than June 30 each year.

The Superintendent or designee will implement procedures for this program. If a concern arises, the Superintendent will discuss the concern with the Union President. If no mutually agreeable resolution can be reached, the decision of the Superintendent is grievable according to the Grievance Procedure in the Collective Bargaining Agreement.

B. General Conditions

If the Emergency Sick Leave Bank falls below twenty (20) days, each Member Employee will again volunteer at least one (1) day in order to maintain membership in the Emergency Sick Leave Bank. Any sick day donated will be non-refundable.

Upon depletion of his/her sick leave and personal leave days, a Member Employee may make application to use the Emergency Sick Leave Bank days. Emergency Sick Leave Bank days will only be approved for catastrophic illness, accident, prolonged illness, or other circumstances as determined by the Superintendent that may affect the employee or any member of his/her immediate family (as defined in the current Collective Bargaining Agreement).

The maximum number of days drawn by any participating Member Employee shall be twelve (12) days per incident in any one (1) year.

C. Procedure for Use of Emergency Sick Leave Bank

Any participating Member Employee will be entitled to draw from the Emergency Sick Leave Bank provided the following three (3) conditions are met:

1. The participating Member Employee has used all his/her personal accumulated sick days and personal days.

2. The participating Member Employee shall produce a Licensed Medical Doctor's certificate as proof of need.

3. The participating Member Employee has been absent more than five (5) consecutive work days in connection with the same illness and/or incident. Exceptions such as chemotherapy treatment, renal dialysis, etc., will be approved at the discretion of the Superintendent.

Any participating Member Employee who has used the maximum number of Emergency Sick Leave Bank days will again be eligible to use the Emergency Sick Leave Bank after conditions 1-3. above are met for a second illness. However, the five (5) day waiting period referenced in C.3. will be waived.

If an illness carries into the next school year, conditions 1-3 must be met again before the individual is eligible to use the Emergency Sick Leave Bank again.

ARTICLE VIII

FRINGE BENEFITS/SUPPLEMENTAL COMPENSATION

8.1 Extra Duty Pay Periods

Teachers shall be paid Section 8.2 Extra Duty Schedule compensation on separate checks apart from regular compensation. Extra Duty stipends will be paid on the last pay periods in January and May and will be pro-rated on the number of meetings and/or practices supervised that are in compliance with the contractual guidelines, i.e., minimum number of students are in attendance and minimum number of meetings or practices are conducted. If meetings are not held, or the minimum number of students is not in attendance, the sponsor will receive a reduced stipend and/or the activity will be canceled. Meetings that are canceled by the sponsor or coach must be rescheduled in order for full compensation to be awarded.

8.2 Extra Duty Schedule

Stipends will increase 2% for the 2016 – 2017 school year and will remain unchanged for the 2017-2019 school years. Written contracts shall be issued for each position.

A teacher will earn 70% of extra duty pay in his/her first year doing an extra duty, 80% the second year, 90% the third year, and full extra duty pay thereafter. If a teacher switches positions within an extra duty sport or activity (i.e. from asst. coach to head coach or from girls' basketball coach to boys' basketball coach) or takes a leave of absence of two (2) years or less, there will be no diminishment in the percentage paid the teacher.

It is the understanding of both parties that members of the bargaining unit should have the first opportunity to fill extra duty positions. Extra duty positions would include those positions listed in the extra duty schedule. If no member of the bargaining unit elects to fill the vacancy, and it is assigned to an individual not in the bargaining unit but employed by the Board of Education in another capacity, that individual shall not be bumped from the position by a bargaining unit member. When that individual vacates the position, the vacancy would be offered to bargaining unit members first. All extra duty positions filled by individuals not in the bargaining unit and not employed by the Board of Education will be posted the following year. When a member moves from the bargaining unit to an administrative position, it is the expectation of both parties that the individual would vacate all of his extra duty assignments.

3rd - 5th GRADES – (PRAIRIE TRAIL)	**2016 –2019**
After School Sports	$2,209
American Girls Club Sponsor (2 positions)	$1,443
Art Sponsor (Gurnee Days)	$1,503
Band Director	$4,198
Band (Gurnee Days)	$533
Computer Workshop Sponsor	$1,305
Dance Club	$1,104
Destination Imagination Sponsor	$1,718
Drama Club Director	$2,304
Drama Club Musical Director	$2,304
5th Grade American Civics	$1,104
Fitness Club	$1,104

Image Club	$1,104
Intramural Wrestling	
- Session #1	$552
- Session #2	$552
Newsletter Sponsor	$2,005
Public Relations – Social Media	$1,039
Science Club Sponsor (2 positions)	$1,305
Science Club Assistant Sponsor (2 positions)	$435
Service Council Sponsor (lead sponsor)	$902
Service Council Sponsor (3 positions)	$451
Singers Club	$1,603
Team Lead Jr. (3 positions)	$435
Yearbook Sponsor	$2,005

KINDERGARTEN – 2nd GRADES – (SPAULDING)	**2016 – 2019**
Art Sponsor (Gurnee Days)	$1,503
Drama Club	$1,104
Nature Mapping	$1,104
Public Relations – Social Media	$1,039
STEM Club	$1, 104

6th – 8th GRADES – (ATHLETICS)	
Athletic Director	$5,453
Basketball/Boys 7th Grade	$4,409
Basketball/Boys 8th Grade	$4,409
Basketball/Girls 7th Grade	$4,409
Basketball/Girls 8th Grade	$4,409
Cheerleading	$3,206
Cross Country	$2,577
Cross Country Assistant	$1,803
Pom Poms	$3,206
Soccer 7th Grade	$2,577
Soccer 8th Grade	$2,577
Softball Girls	$2,526
Softball Girls Assistant	$1,768
Track/Boys	$3,206
Track/Girls	$3,206
Track/Boys Assistant	$2,244
Track/Girls Assistant	$2,244
Volleyball/Girls 7th Grade	$2,577
Volleyball/Girls 8th Grade	$2,577
Volleyball/Boys 7th Grade	$2,577
Volleyball/Boys 8th Grade	$2,577
Wrestling	$4,409
Wrestling Assistant	$3,088

6th – 8th GRADES – (VIKING)	**2016-2019**
Action Club	$1,104
Adventure Club	$1,654
Art Sponsor (Gurnee Days)	$1,503
Art Sponsor (Club)	$1,104
Band Director 6th Grade	$4,198
Band Director 7th & 8th Grade	$5,343
Band (Gurnee Days) (2 positions)	$533
Choreographer (Musical)	$1,432
Chorus Director (6,7,8) (includes Swing Choir)	$2,907
Dinner Theater Sponsor	$1,104
Drama Director (6,7,8)	$5,343
History Club Sponsor	$1,432
Intramurals (8 positions)	$552
Major Production Sponsor (Musical)	$4,409
Math Club Sponsor	$1,305
Musical Director	$2,205
National Junior Honor Society Sponsor	$1,305
Pit Band Director (Musical)	$1,104
Public Relations – Social Media – Newsletter	$1,104
Scholastic Bowl	$1,865
Science Club Sponsor	$1,104
Scripps Spelling Bee	$153
Spanish Club Sponsor	$1,104
Student Council Co-Sponsors (3 positions)	$2,577
Team Lead (4 positions)	$1,673
Technology Club	$1,305
Technical Director	$1,104
Yearbook Advisor	$2,005
Yearbook Advisor Assistant	$1,241

KINDERGARTEN – 8th GRADE – (RIVER TRAIL)	**2016 – 2019**
Actor's Guild	$1,104
Art Sponsor (Gurnee Days)	$1,503
Art Sponsor (Club)	$1,104
Chorus Sponsor	$1,603
Intramural Positions (one each Fall, Winter, Spring)	$552
Literary Magazine/Student Newspaper	$1,104
National Junior Honor Society (6, 7, 8)	$1,304
Public Relations – Social Media	$1,039
Service Council Grades 6-8	$2,526
Service Council Grades K-5	$2,126
Team Lead Jr. Grades 2-7	$1,503
Team Lead (2 positions) 8th Grade	$1,706
Yearbook Advisor	$1,966
Yearbook Advisor Assistant	$1,217

All other full-time activities as approved (minimum) $1,104

8.3 Internal Substitution

The Board shall compensate teachers at the rate thirty-two dollars and fifty-two cents ($32.52) per hour, for classes teachers are required to teach in excess of their regularly assigned teaching load.

8.4 Student Supervision

When it is necessary for a building administrator to make any duty assignments outside the basic classroom function of instruction as an extra assignment, it shall be first offered to the teaching staff on a voluntary basis. If the Administration is unable to fill said assignment on a volunteer basis, involuntary assignments shall be rotated on a fair and equitable basis within the staff.

The Board shall compensate teachers at the rate of forty-seven dollars and fifty-six cents ($47.56) per after school activity.

For the purpose of this Section, qualifying activities shall be defined as follows:

A. Athletic supervision

B. Athletic scorekeeper

C. Athletic timekeeper

D. Student chaperone

E. Other as approved by Superintendent (shall be paid)

Teachers in a supervisory role would qualify for compensation at one (1) personal leave day for each overnight spent with students. This would be awarded the school year following the activity.

8.5 Bus Duty

Those teachers who perform bus duty shall be compensated at the rate of fifteen dollars and sixty-one cents ($15.61) per day for up to 25 minutes of supervision.

8.6 Summer School Program Compensation

Starting with the summer of 2017, compensation for the summer school program will be at the rate of $32.00 per hour.

Upon the issuance of a second summer school contract after August 18, 2016, the pay will be $36.00 per hour. Previous summer school experience is not applicable to this section**.**

Each summer school teacher shall be entitled to one (1) sick leave day (to be used only when the employee is unable to perform his/her duties as a result of an illness) without loss of pay per summer. Such leave shall not accumulate from year to year. The hours to be worked shall be set forth in writing and signed by the individual teachers involved and the Administration prior to the opening of the summer school program. Any other absence may result in the revocation of the summer school contract.

8.7A Early Retirement

A. A teacher may elect to participate in the early retirement plan of the District if the teacher:

1. is otherwise eligible to participate in the state's early retirement plan;

2. gives written notice to the Superintendent by February 1 of the year of retirement;

3. has served a minimum of ten (10) years of continuous teaching in the District.

B. The Board shall make its required contribution to the state and the teacher shall pay one hundred percent (100%) of the teacher's one-time contribution.

8.7B Retirement Incentive

1) The following section pertains to those forty-five (45) years of age or older as of the first day of this collective bargaining agreement (CBA):

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

A. have served a minimum of ten (10) years of teaching in the District (excluding time on unpaid leave of absence), AND

B. have attained at least age 60 or have attained at least thirty-five (35) years of service credit with the Illinois Teachers' Retirement System (ITRS), OR

C. have attained whatever requirements may be necessary under Illinois Pension Code to eliminate any employer paid retirement penalty on behalf of the teacher.

For up to the last four (4) years of the eligible teacher's employment, the teacher shall receive a six percent (6%) increase in basic compensation over the basic compensation of the preceding year. Basic compensation is defined as salary compensation inclusive of longevity.

Eligible teachers applying for this incentive must submit a written notice to the Superintendent on or before the last day of the school term of the year prior to the first year in which the teacher expects a six percent (6%) increase in basic compensation.

2) The following section pertains to those less than forty-five (45) years of age as of the CBA:
In order to be eligible for this incentive, teachers at the date of retirement must:

A. have attained at least age 60 or have attained at least thirty-five (35) years of service credit with the Illinois Teachers' Retirement System (ITRS), OR

B. have attained whatever requirements may be necessary under Illinois Pension Code to eliminate any employer paid retirement penalty on behalf of the teacher.

AND

A. have served a minimum of nineteen (19) years of teaching in the District (excluding time on unpaid leave of absence) **prior** to receiving a retirement incentive for up to the last four (4) years of the eligible teacher's employment, the teacher shall receive a six percent (6%) increase in basic compensation over the basic compensation of the preceding year. Basic compensation is defined as salary compensation inclusive of longevity, OR

B. have served a minimum of sixteen (16) years of teaching in the District (excluding time on unpaid leave of absence) **prior** to receiving a retirement incentive for up to the last three (3) years of the eligible teacher's employment, the teacher shall receive a six percent (6%) increase in basic compensation over the basic compensation of the preceding year. Basic compensation is defined as salary compensation inclusive of longevity, OR

C. have served a minimum of thirteen (13) years of teaching in the District (excluding time on unpaid leave of absence) **prior** to receiving a retirement incentive for up to the last two (2) years of the eligible teacher's employment, the teacher shall receive a six percent (6%) increase in basic compensation over the basic compensation of the preceding year. Basic compensation is defined as salary compensation inclusive of longevity, OR

D. have served a minimum of ten (10) years of teaching in the District (excluding time on unpaid leave of absence) **prior** to receiving a retirement incentive for up to the last one (1) year of the eligible teacher's employment, the teacher shall receive a six percent (6%) increase in basic compensation over the basic compensation of the preceding year. Basic compensation is defined as salary compensation inclusive of longevity.

Eligible teachers applying for this incentive must submit a written notice to the Superintendent on or before the last day of the school term of the year prior to the first year in which the teacher expects a six percent (6%) increase in basic compensation.

8.8 Retirement Benefits

A. Upon retirement, the District shall pay one-half (1/2) the current substitute teacher pay for each accumulated sick day beyond the one hundred seventieth (170th) day earned in District #56, provided the days are not used for service credit under Teachers' Retirement System. The payment will be made as a post-retirement lump sum payment. To receive this payment the retiree must:

1) Wait until his/her first TRS retirement payment is received;

2) Contact TRS and request a Claim Audit Report (report that details sick days used by TRS for retirement benefits); and

3) After receiving the Claim Audit Report, bring the original to the District within six (6) months of your initial retirement payment. The District will review the submitted Claim Audit Report, determine the retirement bonus payment due, if applicable, and then pay the lump sum amount owing to the retiree.

B. The Board shall also make an annual contribution for a three (3) year period on behalf of each teacher who retires and who is enrolled in the Teacher Retirement System's health insurance plan in an amount of three thousand two hundred fifty dollars ($3,250) for the payment of single/dependent coverage.

C. Any teacher considering exercising 8.7B Retirement Incentive and has in excess of seventy-five (75) sick days accumulated, can request an appointment with the Superintendent more than five years prior to the then teacher's eligible non-ERO retirement date to discuss early retirement options and the possible matching of accumulated sick days, up to a maximum of an additional two hundred (200) days. If these additional matching sick days are granted, they must be granted more than four years before the actual retirement date. The number of sick days added through matching will not be eligible for a service recognition payment (8.8 Retirement Benefits. The Superintendent's granting of matching sick days is at his/her discretion and without precedential effect.

8.9 Committee and Paperwork Compensation

Any committee meeting time or paperwork (state goals, curriculum planning, etc.) performed for the District outside the normal school day shall be voluntary. Members may be compensated at the discretion of the Superintendent with compensatory release time in full or half day increments to be taken during the school year in which it is earned. The day(s) will be mutually agreed upon between the teacher and the principal. If there is to be any compensation it will be determined prior to the activity or meeting. Every effort shall be made to hold teacher absence from the classroom for such work to a minimum.

8.10 Tuition Reimbursement

When a teacher has completed one (1) year of employment in the District and has been rehired for the succeeding school year, the teacher shall be eligible for tuition reimbursement of up to one hundred ten dollars ($110.00) per graduate credit hour or a pro-rated amount with the approval of the Superintendent in the event such coursework ensues prior to completion of the first year of employment with the District. Part-time teachers shall be eligible for tuition reimbursement at the above hourly rate, pro-rated according to the percentage of the teacher's employment.

The following are the maximum caps:
Non-Tenure Teachers (except as noted below) - A maximum allowance of six (6) times the above hourly rate per school year.

Tenure Teachers, and Non-Tenure Full or Part-time Teachers who have completed at least two (2) years of service in the District - A maximum allowance of nine (9) times the above hourly rate per school year.

Such courses must be pre-approved and earned at an accredited college. Reimbursement shall be approved provided:

A. The teacher was employed for either a full school year (August through June) or a full calendar year (Example: November 1 through October 31) before the first class session of the college course; and

B. The course(s) are graduate course(s) in an area which, in the judgment of the Superintendent or designee, shall be of professional benefit to both the teacher and District (undergraduate courses may be approved if directly related to a teacher's current teaching assignment); and

C. It is strongly encouraged that written applications for approval be received at the District Office two (2) calendar weeks before the first class. If it is not possible to submit the applications within that time frame, written applications shall be submitted as soon as is practicable thereafter; and

D. A grade of B or above is obtained in the course, or the grade of "Pass" in the event the course is offered on a pass-fail basis; and

E. Evidence of completion of the course is submitted to the Superintendent or designee, in the form of an official transcript of credits or grade card, within sixty (60) days following completion of the course if such is available within this timeline; and

F. Evidence of tuition payment is submitted in the form of a paid receipt or canceled check which identifies the amount of tuition paid, and is submitted to the District Office on or before the tenth of the month in which the School Board shall authorize payment; and

G. Tuition reimbursement shall be paid within ten (10) calendar days following the first regularly scheduled School Board meeting held after the required evidence has been submitted; and

H. In order for a teacher who leaves the District between school terms to receive payment, the class must be completed no later than June 30 immediately following that teacher's last school term with the District.

8.11 Detention Duty

Teachers who perform Detention Duty shall be paid at the rate of thirty-two dollars and sixteen cents ($32.16) per activity.

Detention Duty shall occur outside the contractual workday. Teachers must receive building principal approval prior to a student serving detention. Any reason for non-approval shall be provided to the teacher by the building principal.

8.12 Kindergarten Screening

Kindergarten screening shall be compensated with compensatory release time in full or half day increments to be taken during the school year in which it is earned. The day(s) will be mutually agreed upon between the teacher and the principal.

8.13 Compensatory Release Time

The Superintendent, with the concurrence of the Council President, may offer the option of compensatory release time in lieu of hourly payment. Acceptance of compensatory release time in lieu of hourly payment is voluntary. The compensatory release time may be taken on any date during the school year in which it is earned with the date being mutually agreed upon between the teacher and the principal. A single compensatory release time day may be used immediately prior or following a school vacation or holiday. The use of consecutive compensatory release time day(s) or personal business day(s) or a combination thereof prior to or immediately following school vacations or holidays is generally not appropriate, but the Superintendent may review requests related to this subject on a case by case basis. The Superintendent's granting of compensatory release time shall be without precedential effect.

8.14 Professional Partner Facilitator

The Professional Partner Facilitator will be compensated with an annual stipend of eight hundred dollars ($800.00).

ARTICLE IX

COMPENSATION

9.1 Pay Periods

Teachers shall be paid regular compensation in twenty-six (26) pro-rata bi-weekly installments. The first paycheck of a pay cycle will be issued within two weeks of the first day of teacher attendance and the receipt of the last check in the prior pay cycle. Payday shall be every other Friday.

9.2 Tier Structures and Base Salary

A. Years of work experience shall be calculated by adding the number of continuous years of work experience since the last hire date and any years of work experience from other school districts accepted by Gurnee District 56 to be used to calculate his/her salary at the time of the hire.

B. TIER 1 - Teachers with one year of teaching experience through 20 years of teaching experience.

C. TIER 2 (Longevity) - Any teacher accumulating more than 20 years of teaching experience.

D. BASE SALARY - The salary paid to teachers including increases for educational advancement (formerly lane changes) but not including any additional compensations added to the salary for extra duty pay.

9.3 Salary

A. New teachers will receive a starting salary of $39,655 for the 2016 – 2017 school year, a salary of $40,647 for the 2017 – 2018 school year, and a salary of $41,663 for the 2018 - 2019 school year.

B. Tier 1 Base Salary will be increased by the following percentages:
2016 – 2017 – Three percent (3%)

2017 – 2018 – Three percent (3%)

2018 – 2019 – Four percent (4%)

C. Tier II Base Salary will be increased by the following percentages:
2016 – 2017 – Two and one-half percent (2.5%)

2017 – 2018 – Two and one-half percent (2.5%)

2018 – 2019 – Three percent (3%)

D. All new teachers hired will be placed at the new teachers starting salary except as determined by the Superintendent in consultation with the Union President. Teachers with hours beyond a Bachelors Degree or a Masters Degree will be permitted one salary adjustment per year as outlined in Section 9.8 until they reach their proper credit level.

E. Teachers employed as a social worker, psychologist, or speech and language specialist are exempt from this requirement since their minimum level of education required to perform those jobs is a Masters Degree. The Superintendent may, when conditions dictate the need to do so, place the teacher on the salary tier up to his/her maximum educational accruement and experience levels after consulting with the Union President.

F. Retired Gurnee District #56 teachers returning to the District as teachers after retirement shall be placed on the salary tier in the same manner as new above and shall not be eligible for insurance benefits or Illinois Teachers' Retirement System (ITRS) contributions. In the event a returning retired teacher works full time in a Regional Office of Education designated critical shortage area within the District, the teacher shall be entitled to full single insurance coverage as provided in the Collective Bargaining Agreement.

9.4 Sheltering Teacher Retirement Contribution

According to authority granted by the Pension Reform Act of 1974, Section 414(h)(2) of the Internal Revenue Code, the Board of Education agrees to pay to the Teacher Retirement System on behalf of each teacher, from the established compensation schedule, the required percentage of earnings reflected for each teacher.

9.5 Insurance: Group Major Medical, Dental and Term Life

All full-time certified employees shall be offered coverage under a comprehensive group medical plan (currently PPO 350, PPO 500, PPO 750, High Deductible 2500, or HMO). The Board may offer additional insurance group plans as recommended by the insurance committee. It is understood that PPO 350 will not be offered at the conclusion of this collective bargaining agreement (CBA).

BOARD CONTRIBUTION - The Board shall annually contribute an amount not to exceed the previous year's contribution (2015- 2016 was $10,610) plus any increase in premiums up to the first three percent (3%) as well as any premium increase greater than six percent (6%).

TEACHER CONTRIBUTION - Teachers shall be responsible for any premium increase greater than three percent (3%) and up through six percent (6%) of the board's previous year's contribution, not to exceed eight percent (8%) of the total cost for the individual coverage premium.

The TEACHER CONTRIBUTION, if any, will be calculated as follows:

TEACHER CONTRIBUTION for individual coverage = Total Premium Cost of Selected Plans (PPO 350, PPO 500, PPO 750, High Deductible 2500, or HMO) minus (-) Board Contribution (as previously defined). If teacher contribution is less than zero, the teacher contribution would be zero.

TEACHER CONTRIBUTION for family coverage = Total Premium Cost of Selected Plans (PPO 350, PPO 500, PPO 750, High Deductible 2500, or HMO) minus (-) the Board Contribution, then minus (-) thirty percent (30%) of the amount not covered by the Board Contribution.

The Board will contribute for an employee, who choses the High Deductible $2500 Plan one thousand five hundred dollars ($1,500) in a Health Savings Account (HSA) in the name of the employee who elects the High Deductible $2500 Plan. The administration of the HSA will comply with Internal Revenue Service (IRS) guidelines. If an employee discontinues the High Deductible Plan prior to the anniversary day of the plan, or enters the plan after the anniversary date as a result of a qualifying life event (i.e. birth of a child, loss of a spouse), the amount placed in the HSA will be adjusted on a prorated basis from the anniversary date until the date of the break of continuity with the High Deductible Plan.

The Board agrees to provide the full individual premium for dental insurance in addition to its medical premiums. The Board shall provide each teacher with fifty thousand dollars ($50,000) group term life insurance coverage. The Board shall reimburse each teacher up to five hundred fifty dollars ($550) per individual or family, after a two hundred dollar ($200) deductible has been paid by the teacher (applicable to stop loss and including eye care costs). Changes in insurance coverage and the insurance carrier shall be by mutual agreement of the parties.

Part-time teachers shall receive Board Contribution toward employee coverage, as outlined above, on a prorated basis.

9.5A Insurance: Group Major Medical, Dental and Term Life Committee

A committee shall be formed of equal number of teachers (appointed by the Union) and administrators (appointed by the Superintendent) to conduct an in-depth study to determine a plan to more efficiently use the District's health insurance plan. The Director of Business Services, who will be one of the administrators selected by the Superintendent, will act as the chair of the committee and will regularly schedule meetings to determine ways to reduce expenditures associated with the health insurance plans. The committee will develop a list of recommendations annually to reduce health insurance costs and present them to the Union membership and the Board of Education

9.6 Flexible Benefit Plan

The Board shall establish a flexible benefit plan. Such plan shall be developed in consultation with the Union and shall provide an opportunity, pursuant to relevant Internal Revenue Service Guidelines and Regulations, for teachers to deduct:

A. Dependent Health Insurance

B. Dependent Dental Insurance

C. Additional Term Life Insurance

D. Disability Income Insurance

E. Other Non-Reimbursed Medical/Dental Costs

F. Child/Dependent Care Costs

and other items as may be hereafter agreed between the Board and the Union from their overall compensation and to be subsequently reimbursed therefor upon the timely filing of evidence of payment of such insurance or other costs and with the other provisions of such flexible benefit plan.

Each teacher shall declare, not later than September 1 of each school year, their anticipated annual cost of benefits under the plan for the twelve (12) month period September through August, in a manner and amount in compliance with an Internal Revenue Service Section 125 Plan. Teachers shall be reimbursed up to one-half (1/2) their declared cost on the first payday in April, provided the teacher has filed evidence of payment in the month of March. Teachers shall be reimbursed their remaining declared cost, or their entire declared cost if no reimbursement was earlier claimed, on the first payday in the October next, provided the teacher has filed evidence of payment in the month of September.

Should the evidence of payment submitted by the teacher exceed the declared anticipated cost, the teacher shall receive as reimbursement the declared anticipated cost. Should the evidence of payment submitted by the teacher prove less than the declared anticipated cost, the teacher shall

receive as reimbursement only the amount as specified through evidence of payment. Any remaining amount of money shall revert to the Board.

9.7 Compensation of Social Workers

Social Workers hired shall be given educational advancement credit to the level of MS+24.

9.8 Compensation of Psychologists

Psychologists hired shall be given educational advancement credit to the level of MS+24.

9.9 Graduate Credit (Educational Advancement) Leading to Salary Adjustment

Teachers shall receive a salary adjustment increase of four percent (4%) each for attaining graduate credit levels of BS+8, BS+16, BS+24, MS, MS+12, MS+24, MS+36, and MS+48. No teacher shall be permitted to attain more than a single four percent (4%) salary adjustment per year. If a teacher has earned graduate credits for more than one salary adjustment in a year, the unpaid adjustments shall be made in the following year(s); salary adjustments shall be made at the beginning of the school year.

IFT ER&D Courses taken from Lake County Federation of Teachers Local 504 will be counted toward accrued graduate credits for salary adjustment. It is understood that ER&D Courses will most likely not transfer to other school districts.

Educational advancement movement will not occur if classes are taken from a list of **unapproved** colleges and universities, as determined by the Superintendent. The list will be updated at the beginning of the school year and may be obtained from the District website.

9.9A Educational Advancement Beyond the Masters Degree

Credits which are earned prior to completion of the Masters Degree shall not be used in allowing a teacher educational advancement beyond a Masters Degree.

9.10 Traveling Teachers

Teachers, who as part of their teaching assignment must travel between attendance centers, shall be reimbursed for mileage when using a personal vehicle at the yearly mileage rate as provided under IRS rules and regulations.

ARTICLE X

DURATION AND TECHNICAL CLAUSES

10.1 Duration

This Agreement shall become effective at 12:01 a.m. on the first day of the 2016 – 2017 school term and shall continue in effect until 11:59 p.m. on the last day prior to the opening of the 2019 – 2020 school year. When either party executes written notification to the other party prior to April 1 of the year the Agreement terminates that it wishes to renegotiate the Agreement, the parties shall meet no later than the first Monday of May to receive the Union proposal and negotiations shall within thirty (30) days continue in an effort to secure a Successor Agreement. The Agreement may be continued by mutual consent.

10.2 Management Rights

It is understood that all rights, powers, and authority of the Board and/or its administrative staff not specifically limited by the language of this Agreement are retained by the Board. The Board, however, shall not take any action, which shall violate any of the specific provisions of this Agreement.

10.3 Recognition of This Agreement

This Agreement supersedes and nullifies all previous written and verbal negotiation agreements between the Board and the Union.

10.4 Separability

Should any Article, Section, or Clause of this Agreement be declared illegal by a court of competent jurisdiction, then that part shall be deleted from this Agreement to the extent that it violates the law. The remaining Articles, Sections, and Clauses shall remain in effect. Should any additional modification or change be made in this Agreement, it shall be necessary that the parties mutually agree in writing.

10.5 Individual Contracts

Terms and conditions of this Agreement shall be stipulated in individual contracts or employment agreements.

10.6 No-Strike Provision

As provided in law, the Union agrees that it shall not strike for the duration of this Agreement.

10.7 Zipper Clause

The parties each voluntarily and unqualifiedly waive any rights which might otherwise exist under law to negotiate over any matter during the term of this Agreement, and each agrees that the other shall

not be obligated to bargain collectively during the term of this Agreement with respect to any matter (except as otherwise specifically provided herein) even though each subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed the Agreement.

With the uncertainty of pension reform, health care insurance premiums, and economic conditions (CPI), the Board of Education and the Teachers' Union agree that a major change (positive or negative) from the assumptions made to establish the Teachers' Salaries from school year 2016 – 2017 through 2018-2019 may require the two parties to address the impact the change could have on the salary compensation.

10.8 Typing and Printing of This Agreement

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

IN WITNESS THEREOF, this Agreement is signed this 29th day of February, 2016.

FOR THE GURNEE FEDERATION OF TEACHERS
LAKE COUNTY FEDERATION OF TEACHERS
LOCAL 504, IFT-AFT/AFL-CIO

Kim Woodward
President

Lisa Klavin
Secretary

FOR THE BOARD OF EDUCATION OF
GURNEE SCHOOL DISTRICT 56
LAKE COUNTY, ILLINOIS

President

Secretary