

AGREEMENT

BETWEEN

**LEYDEN COMMUNITY HIGH SCHOOL
DISTRICT 212**

AND

AMERICAN FEDERATION OF TEACHERS

AND ITS AFFILIATE

**THE LEYDEN COUNCIL
OF THE
WEST SUBURBAN TEACHERS' UNION
LOCAL 571**

JULY 1, 2004 THROUGH JUNE 30, 2009

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AGREEMENT

This Agreement, made and entered into this 21st day of April, 2005, by and between the BOARD OF EDUCATION OF DISTRICT 212 (hereinafter called the "Board") and the AMERICAN FEDERATION OF TEACHERS AND its affiliate the LEYDEN COUNCIL OF THE WEST SUBURBAN TEACHERS' UNION, LOCAL 571, (hereinafter called the "Union"). This Agreement shall also be binding upon the parties' respective successors.

WITNESSETH: SCOPE

WHEREAS, the Union represents professional teachers and has as its primary interest, the welfare of the students, quality education, and professional status;

WHEREAS, the Board pursuant to the authority and responsibilities vested in it by the state of Illinois, must retain the right effectively to conduct a responsible and efficient school system for School District 212, which at all times recognizes as paramount the interests of the students therein;

WHEREAS, it is the intention of this Agreement to provide an effective and continuing means of communication between the teachers and the Board through the Administration, as well as to provide for the salary structure, fringe benefits, and employment conditions of the teachers; and

WHEREAS, it is hoped that through this Agreement and the above-mentioned communications that significant contributions may be made in the area of student welfare and overall educational excellence;

NOW, THEREFORE, the parties agree with each other as follows:

ARTICLE I – REPRESENTATION AND RECOGNITION

The Board recognizes the Union, which was certified by an election held on March 17, 1967, as the exclusive bargaining agent for full-time certificated personnel at East Leyden High School, Franklin Park, Illinois, and West Leyden High School, Northlake, Illinois, whose salaries are determined by the salary schedule in Article X of this Agreement, but excluding full-time administrative or supervisory personnel. Any teacher hired for a period of one semester or longer to fulfill requirements established for instructional personnel in the Contract and in Board Policy, e.g., preparing lesson plans, constructing tests, assigning grades, and attending parent-teacher conferences, will be placed on the salary schedule at the position to which he or she is entitled on the basis of education. This does not apply to a substitute teacher sharing a position concurrently with an individual already under contract who is temporarily absent and who is expected to resume his/her duties during the current school year, nor an individual with only a 90-day certificate, nor a paraprofessional. Personnel covered by this Agreement shall be hereinafter referred to as "teacher" or

“teachers.” The Board recognizes authorized representatives of the Union consisting of the President and Vice President of each High School, or alternates appointed by the President.

ARTICLE II – UNION SECURITY

Section 1. Union Membership

It shall not be a condition of employment for any teacher to join or maintain membership in the Union; neither shall Union officers or members intimidate or coerce teachers into joining the Union or any other teachers’ organization. However, there shall be no discrimination, interference, restraint or coercion by the Board or Administration against any employee because of his/her membership in the Union.

Section 2. Dues Check-off

Upon receipt of a lawfully executed written authorization from a teacher, the Board agrees, for the term of this Agreement or until such authorization is revoked either in accordance with its terms or by the teacher in writing, to deduct the regular monthly Union membership dues. Such deductions shall promptly be remitted to the official designated by the Union in writing to receive such deductions. The Union agrees to refund to the Board or the teacher any dues which may erroneously be deducted or any monies which may erroneously be remitted to the Union.

Section 3. Indemnification

The Union agrees to indemnify and hold the Board harmless against any and all claims, suits, orders, or judgments brought or issued against the Board as a result of any action taken or not taken by the Board pursuant to any written communication from the Union under the provisions of Article II, Section 2.

ARTICLE III – BOARD RIGHTS

It is recognized that, except as stated herein, the Board shall retain whatever rights and authority are necessary for it to carry out effectively functions under the laws of the state of Illinois, which shall include, but not be limited to, all rights exercised by the Board prior to inception of this Agreement. The Board now has in existence and may revise from time to time a manual of policy for its teachers. Nothing in this Agreement shall deprive the Board of its responsibilities delegated to it by the laws of the state of Illinois. The Board shall not discharge its responsibility to any individual or group of individuals and, therefore, its decision shall become final upon any subject under its jurisdiction.

Among the rights retained in this Agreement is the Board’s right to manage the working forces covered herein; the right to hire, assign, transfer, discharge for proper cause, promote, demote, or lay off; the right to determine the educational policies of the School District; and the right to determine the methods, means, and number of personnel needed to carry out the educational policies entrusted to the Board by law.

ARTICLE IV – WORKING SCHEDULE

Section 1. School Calendar

The school calendar is configured as follows:

| | |
|----------|---|
| 174 | Student Contact Days |
| 2 | Parent-Teacher Conference Days |
| 4 | Institute Days |
| <u>5</u> | Emergency Days (to be deleted by Board after any threat of school closing has passed) |
| 185 | |

Section 2. Compensation For Extra Days

When developing the Agreement for the following year, any days above those specified in Article IV, Section 1, shall be compensated for by increasing uniformly the salary schedule for the following year by a percentage based upon the number of additional days. Example: One (1) additional day will cause the new salary schedule to be increased by 1/180 at every step in the salary schedule.

Section 3. School Day

The Board and Union agree that all teachers of Leyden High School District 212 will work on an agreed bell schedule. Teachers are expected to be on duty each school day for a period of 8 hours, including a 30-minute lunch period, with the exception of the day before a holiday when it will be permissible to leave 10 minutes after dismissal from ACCESS period. Teaching duties during the school day include the following:

1) **Formal Teaching Assignments**

Five classes are considered the normal teaching load. In case a teacher has an additional assignment, extra pay will be earned according to Article IV, Section 3.5. However, a study hall may be assigned to replace one of the five classes. One assignment other than study hall may be made to replace a regular class. The assignment will rotate on a yearly basis unless there is the consent of the instructor. In the Spring, within two weeks after schedules have been finalized, the Superintendent and Union President will review any serious concern about these non-teaching assignments. Notwithstanding, changes may be required during the year.

2) **Preparation Time**

Teachers must have preparation time of no less than 5 class periods per week — such time to be in blocks of no less than one 48-minute block per day. In exceptional cases, where this is not possible, mutual agreement between the teacher and the Administration shall be reached as to the scheduling of preparation times. However, no exception to the 48-minute block of time can be made for non-tenured teachers, unless approved by the department chairperson.

3) **Duty-Free Lunch Time**

Teachers will be provided with at least 30 minutes consecutive duty-free lunch time, all of which shall be within the normal time of the building cafeteria. The 30 minutes shall include either the beginning or ending passing period, but not both.

4) Professional Duties

Teachers, as part of the school's task force, will be assigned by the Principal to work with students in the following ways. Those teachers who have predominantly 48-55 minute periods of instruction shall be available for assignment of up to 100 minutes per week for either academic or nonacademic supervision to be assigned during periods 1 through 10 (traditional class periods).

a) Academic Supervision

This category includes such tasks as:

- i) Resource Center supervision;
- ii) Instructional Media Center supervision (library and A.V.);
- iii) Open labs;
- iv) Individual or group help to students.

Teachers, when not involved in the tasks listed above, will be available to provide instructional help for their students.

b) Nonacademic Supervision

This category includes such tasks as:

- i) cafeteria supervision;
- ii) hall supervision excluding visitors' entrances;
- iii) study hall supervision.

In the interest of maintaining an orderly atmosphere in the school, teachers will make every effort to assist security staff to supervise the students in the building during passing periods.

c) Board-Administration Support

It is agreed that the Board of Education has a moral obligation to support the faculty in suits if they are the target of assault, assault and battery and/or aggravated assault arising from the above listed supervision.

d) Parental Contact

The Board recognizes that the first responsibility for students' success lies with them and their parents or guardians. To facilitate communication, teachers will keep parents informed of their student's progress via quarterly progress reports, quarterly report cards, twice quarterly posted grades via an electronic student management system (after implementation and training), and parent conferences each semester. As part of the parent communication process, teachers will contact parents of failing students via telephone calls or e-mail once a preferred method of communication with the parent has been established regarding students' academic progress. The responsibility for parental contact regarding all day absences lies with the deans' office.

5) Overload Teaching Assignment

A complete semester overload teaching assignment, within the normal 8-hour day, shall be compensated on a prorata basis of the teacher's regular salary. The fraction used to determine the prorata basis shall be the total number of minutes per week of the extra

formal class teaching assignment over 1600 (total minutes of the normal minimum week's load). A teacher shall have the right to refuse such overload assignments regardless of whether extra compensation is given or not.

6) Assigned In Both Buildings

Any teacher assigned teaching duties in both buildings will not be given a supervisory assignment, and will be released from Period 0/11 responsibilities one (1) day per week.

Section 4. Inservice

The time spent on various inservice projects and/or faculty meetings shall not exceed the limits set as the regular school day in Section 3 of this Article; however, group meeting time may be extended thirty (30) minutes beyond the end of ACCESS period for specific reasons, if necessary, to accommodate the Administration. There shall be at least two inservice schedules on the calendar of those months which have at least 18 school days.

Section 5. Parent-Teacher Conferences

Conference sessions shall be scheduled once each semester. The time scheduled for conferences shall begin at 1:00 p.m. and end no later than 8:30 p.m. Teachers shall remain available in an assigned classroom. Teachers will arrange appointments by phone, letter, or note. Additional conferences will be scheduled upon the request of a parent or the teacher.

Section 6. Open House

All teachers shall be present at the Open House scheduled by the Administration. In addition, teachers in given departments shall be present for specially scheduled, additional community relation events and presentations for the Board of Education, as scheduled by the Administration.

Departmental presentations shall be agreed to by two-thirds of the departments involved. On such occasions, all members of the department are expected to be present. For extra events that do not relate to an entire department there shall be a limit of two such assignments per teacher per year, unless otherwise agreed to by the teacher(s) involved.

Section 7. Late Arrival After Parent-Teacher Conferences and Open House

On days following Parent-Teacher Conferences and Open House, teachers will be on individual time until 5 minutes prior to the first assignment (class, supervision or prep). The remainder of the school day will be operated on the inservice schedule.

Section 8. Penalty for Missing Open House and Parent-Teacher Conferences

All teachers are expected to attend the two (2) Parent-Teacher Conferences and Fall Open House. If an unexcused absence occurs, as stipulated herein, they shall have one (1) day's salary deducted for missing the Parent-Teacher Conference or one-half (1/2) day's salary deducted for missing the Open House.

Section 9. Attendance at Social Programs

The Administration will notify the Union social committee three times a year of a limited number of student activities that deserve special support by teachers. The social committee will publicize these activities and, when practical, schedule Union social activities that facilitate the participation of teachers at these events.

Section 10. Period 0 / Period 11

All teachers will have the option of using Period 0 instead of Period 11 to meet with students up to two days per week subject to the following:

- 1) Teachers who choose to participate in the program must select a Monday/Wednesday Period 0 option or a Tuesday/Thursday Period 0 option. All staff must be present until 3:25 p.m. on Fridays, except on days before a holiday when they may leave 10 minutes after dismissal from ACCESS period (as per Article IV, Section 3 of the teachers' contract.)
- 2) Staff members must use their Period 1 classroom for the program or other room as assigned by the department chairperson.-
- 3) On days that teachers select Period 0 tutorials from 7:00 a.m. to 7:25 a.m., they may leave school at 3 p.m. During Period 0, teachers are expected to engage in such activities as working with students, grading papers, checking GroupWise and voice mail, calling parents, meeting with colleagues, and having students serve detentions with them.
- 4) In the event that the administration or department chair finds it necessary to hold a meeting during Period 11, all teachers are expected to attend, even if the meeting takes place on a day the employee utilized the Period 0 option.
- 5) Teachers must submit their requests for participation in this program by completing a form entitled "Request for Period 0/Period 11 Student Tutorial Option." Teachers must return the form to their department chairpersons by the beginning of the second week of the school year.
- 6) Department chairpersons will create two separate lists (by building) reflecting their staff members' choices. Department chairpersons will ensure that an equal number of teachers at each campus utilize the Monday/Wednesday Period 0 option and the Tuesday/Thursday Period 0 option. The lists must be turned in to the building principals by the end of the second week of the school year. Final approval rests with the building principals. No teacher may begin using the Period 0 option until the third week of the school year.
- 7) All participating teachers will keep a log of student names for both Period 0 and 11. This log will be issued by the building principal and is to be returned to the building principal on the last day of each semester.

Section 11. ACCESS Schedule and Procedures

The Board may establish, maintain, modify and expand a student instructional assistance program subject to the following conditions:

The first phase of the program will be a Freshman Mentoring Program beginning in the 2005-2006 school year with the following components:

- 1) Faculty Freshmen Advisors will:
 - a. be paid a stipend of \$1,800 each school year;
 - b. be assigned to the mentoring program for their school-wide service;
 - c. be selected by the Principal, taking into consideration the recommendations of a team composed of the Freshman Mentoring Coordinator, two teachers designated by the Union, who must initially be drawn from the Freshman Mentoring Committee, and the Assistant Principals;
 - d. attend no more than two days of training during the summer and periodic update and review meetings during the school term;
 - e. assist assigned freshman during the ACCESS Period, in addition to their own students on designated days of the week. The Program will begin with freshmen assigned to a Faculty Freshmen Advisors five days per week, with mentoring activities occurring three days per week and the guided study time expected of all teachers occurring two days per week. The mentoring activities will be based on the curriculum developed by the Freshman Mentoring Committee and provided through the Freshman Mentoring Coordinator.

- 2) Freshman Mentoring Coordinators will:
 - a. be limited to one per building;
 - b. be released from one instructional period per day and not be required to perform school-wide service;
 - c. be available during the ACCESS Period and at other mutually convenient times to assist Faculty Freshmen Advisors;
 - d. be selected by the principal of the building to which the Coordinator is assigned, with input from the Chair of the Freshman Mentoring Committee;
 - e. have responsibilities which include:
 - i. recruitment and training of Faculty Freshmen Advisors;
 - ii. recruitment and training of higher grade level students to assist with the mentoring of freshman;
 - iii. assess the mentoring program and make recommendations to the Principal for needed improvements;
 - iv. develop data to track student achievement;
 - v. assist the Principal and the Superintendent in preparing and presenting an annual report to the Board; and
 - vi. work with the Freshman Mentoring Committee to develop the curriculum for the Program.
 - vii. be provided clerical support.

- 3) ACCESS Period and Period 11.

An ACCESS Period for purposes of conducting the Freshman Mentoring Program will be the next-to-last period of the school day and 25 minutes in length. During the ACCESS Period, Faculty Freshmen Advisors will perform their mentoring responsibilities or, to the extent that they have fulfilled these responsibilities, be available in an assigned classroom to assist their own students in structured study

activities. Other teachers will be available in an assigned classroom to assist their own students in structured study activities.

The last period of the school day will be Period 11 which will be 25 minutes in length. During Period 11, teachers are expected to engage in such activities as working with students, grading papers, checking GroupWise and voice mail, calling parents, holding club meetings, traveling between campuses, conducting building level school-sponsored student activities, meeting with colleagues, and having students serve detentions with them. However, teachers may leave at any time after the beginning of Period 11 if participating in the Period Zero Option and having otherwise fulfilled their professional responsibilities for the day. Further, inter-scholastic athletic and other district-wide extra curricular school-sponsored student activities will not start until after Period 11.

- 4) A Freshman Mentoring Committee will:
 - a. be composed of teachers and administrators;
 - b. review the operation of the Freshman Mentoring Program on an on-going basis and assist the Principals and the Superintendent in making a report annually to the Board of Education, including recommended improvements to the Program.
 - c. develop the ACCESS Period curriculum for the Freshman Mentoring Program.
 - d. monitor achievement of the goal of the Freshman Mentoring Program to limit to 20 the number of students assigned to a Faculty Freshmen Advisor and assist in situations where it is necessary to assign a teacher to be a Faculty Freshmen Advisor to achieve this goal.

Additional phases of the student instructional assistance program shall be developed through:

- 5) A Steering Committee which will:
 - a. be composed of three teachers and three administrators, with a co-chair selected by the Union President and the other co-chair selected by the Superintendent;
 - b. consider, for recommendation to the Superintendent and the Board, improvement and expansion of the student instructional assistance program. Topics to be addressed beginning with the 2005-2006 school year and continuing in later school years will include: incentives, weekly in-service, review and modification of the Freshman Mentoring Program, academic testing and writing centers, structured study, reading periods, and bell schedule. Additional topics may be considered as appropriate to improving student academic achievement. The Steering Committee may appoint and set the responsibilities for other committees to assist the Steering Committee; and
 - c. develop and begin implementation during the 2005-2006 school year of a process and standards for evaluation and assessment of the student instructional assistance program, including reporting the results of such evaluations and assessments to the Board and presenting recommendations to the Board for adding, modifying and/or deleting programs.

- d. A Professional Issues Committee will review, and report to the Superintendent and the Union President, contractual implications and necessary contractual changes resulting from the recommendations of the Steering Committee. Recommendations of the Steering Committee which require negotiations under the Illinois Educational Labor Relations Act shall not be implemented until negotiations have been successfully concluded or terminated as permitted by law and then only after final approval by the Board. Actions taken under this Section 11 are not subject to Articles XIV and XV of this Agreement.

ARTICLE V – CONDITIONS OF EMPLOYMENT

Section 1. Furnishing Teaching Aids

The Board will continue its present practice of furnishing such teaching tools or devices and other equipment as is presently being furnished and it shall be the prerogative of the Board to approve what is necessary to continue a satisfactory teaching situation, as determined and recommended to the Board by the faculty and Administration.

Section 2. Meetings with Administration

The Board of Education in recognition of the faculty as professional educators and as an integral part of the school system will continue to seek ways of involving them in decision making. The advice and opinion of the faculty will be sought as significant change is contemplated. At the request of either party, the Superintendent (and whatever other persons the Superintendent deems necessary) shall meet at least once a month with three (3) representatives of the Union, to discuss matters relating to the implementation of this Agreement. The Principal or his/her designated representative of each school shall meet with the building representative at the request of either the Principal or the building representative, but not more often than twice monthly. Policies, procedures and educational welfare of the students may be subjects for discussion at such meetings. Such meetings are to be held at a time convenient to both parties. This section does not prohibit administrator-called meetings with any or all teachers, Union or nonunion, at any time or for any purpose appropriate to the operation and the good of the school. Except for emergencies, such meetings shall occur during the normal workday for teachers, as defined elsewhere in this Agreement.

Section 3. Reporting to Work

Teachers shall report directly to their initial work location or working area on their own time at their own expense.

Section 4. Classroom Interruptions

Classroom interruptions are to be permitted only in the case of an emergency or when no other reasonable alternative is possible.

Section 5. Intercommunication System

The intercommunication system shall not be used for observation or evaluation of teachers without prior notification.

Section 6. Teachers' Work Space

The Board will, when available and as soon as practical and without interference to the instructional process, set aside space in both the East and West campuses for teachers' work space.

Section 7. Part-Time Benefits

Any full-time tenured teacher who is required by the Administration to teach part-time shall receive all benefits on a prorata basis.

Section 8. Contractual Integrity

Should any conflicting wording exist between the Union Contract and Board Policy, the Union Contract wording shall prevail.

Section 9. Reduction in Force

In the future the Board may determine that a reduction in staff is necessary due to declining enrollments, changes in educational programming or a weakened financial position.

A reduction in force of tenured teachers, if deemed necessary by the Board, shall be in accordance with the applicable provisions of the Illinois School Code and the procedures described below.

- 1) Teachers will be classified and released by department (combining East and West as one department).
- 2) The term seniority as used in this District shall refer to the length of service as a teacher in the Leyden Community High Schools.
- 3) Probationary teachers in a given department (District-wide) are to be released from that department before any tenured teacher.
- 4) All leaves covered in the contract and/or board policy shall not constitute an interruption of service.
- 5) Tenured teachers on a part-time teaching contract shall be considered (for the purposes of this clause) the same as full-time teachers.
- 6) Teachers shall have seniority in their departments (District-wide) as determined by the date on which they signed their original contract with the District. Teachers who started at the semester shall receive 1/2 year seniority credit for that year.
- 7) Each July 1, all teachers will be classified by mutual agreement of the teacher and Administration for purposes of seniority credit. Teachers may earn seniority credit in all departments in which they meet one of the following criteria: (1) the teacher is currently assigned to teach in that department, (2) the teacher has taught in that department during two of the last ten years, or (3) the teacher has a major in the teaching area of that department and meets the applicable Illinois and federal "highly qualified" teacher requirements.

- 8) Teachers performing the following tasks shall receive additional credit for their seniority classification:
 - a. Department chairpersons shall receive 1/2 year credit for each year served in that position.
 - b. Head Varsity Football, Wrestling, Basketball, Track & Field, Swimming, and Gymnastics coaches shall receive 1/4 year credit for each year of coaching.
 - c. Sponsors of the yearbook, drama, forensics, debate, newspaper, and Student Council shall receive 1/8 year credit for each year of sponsorship.
- 9) Any reduction in staff will follow the above seniority classifications beginning with the teacher with the least seniority.
- 10) If an entire department is eliminated, the teachers shall transfer their seniority credit to another department in which they are qualified to teach under the conditions of Item 6.
- 11) During the first quarter a seniority list of all departments shall be distributed to each teacher.
- 12) Any teacher dismissed under the provisions of this clause shall be placed at the top of the list for substitution during the period of recall.

Section 10. Reduction in Force-Recall

Tenured teachers dismissed as a part of a reduction in force shall be recalled in the inverse order of the reduction in force to fill any vacancy for which they are qualified within one calendar year after the beginning of the school year after his/her layoff.

Notice of recall shall be sent to the teachers by certified mail. Teachers will notify the Administration of their intent to return within 10 days of their receipt of the notice of recall. Teachers will respond in writing by certified mail, or by personal delivery to the Superintendent's office, to the notice of recall.

Any teacher dismissed as part of a reduction in force shall be allowed to continue his/her participation in all group insurance programs during the period of recall. The expense of such participation shall be paid by the teacher.

Section 11. Evaluation

It is the expectation of the Board of Education that the quality of instruction in the system be maintained at the highest possible level. To achieve this goal, evaluation of all teachers is required, both formal and informal. The informal evaluation consists of day-to-day contacts and observations of teachers outside the classroom by supervisors and administrators. This phase of evaluation generally is not covered by written evaluation but this may be done as circumstances warrant. The formal part of evaluation consists of classroom visits, follow-up conferences, and formal written reports on the visitation.

The basis for teacher evaluation in District 212 is the form entitled "General Expectations For All Classroom Teachers in District 212."

1) Regular Evaluation

The procedure for implementing the regular evaluation is as follows:

- A. All tenured teachers will receive each year a brief orientation on the evaluation system and criteria. This orientation may be through staff meetings and/or special bulletins.
- B. The first and the second formal classroom visits by a supervisor or administrator shall be announced at least three days in advance.
- C. No tenured teacher shall be evaluated more than twice a month or more than ten (10) times a year, unless agreed to by the teacher.
- D. As soon as possible after the classroom visit, a follow-up conference will be scheduled by the teacher and supervisor to discuss the classroom observation.
- E. Following the conference, the supervisor will write the teacher a formal evaluation report on the visit and follow-up conference.
- F. All written reports on classroom visitations and any teacher follow-up reports will be included in the teacher's official file.

2) Alternative Evaluation

The Leyden High Schools District 212 believes that tenured, experienced teachers should take ownership of their professional growth. The Alternative Evaluation Plan facilitates this continuing professional development and supports Leyden's Instructional Goals. Thus, fundamental consideration in developing an Alternative Evaluation Plan is "How will this plan support and improve student learning and achievement?"

Tenured teachers with six (6) years teaching experience in the District who earned an "Excellent" rating on two (2) previous evaluation cycles are eligible for the Alternative Evaluation Plan. Tenured teachers who come to the District with teaching experience are eligible for the Alternative Evaluation Plan after they receive an "Excellent" rating on one (1) prior evaluation cycle. Principals will notify teachers by March 1 of their eligibility.

By May 1, eligible teachers should submit their Alternative Evaluation Plan proposals for the next school year to their department chairperson and Principal. The Principal will discuss the merits of the plan with the department chair. By June 1, teachers will be notified by the Principal that their proposal has been approved or rejected. The Principal will provide a rationale for the decision. Completed plans must be submitted by March 15 of the following school year to the summative evaluator.

This Alternative Evaluation Plan serves as a formal evaluation and provides a basis for teachers' biannual rating.

Section 12. Teacher Certification

Each Local Professional Development Committee (LPDC) shall consist of at least three (3) classroom teachers, the Superintendent or designee, and one (1) at-large member who shall be either a parent, a member of the business community, a community member, or an administrator.

If it is mutually agreed between the Union and the Board that additional members are to be added to the Committee, a majority of committee members must remain classroom teachers.

Section 13. Teacher Retraining

At the request of the Union President to the Superintendent, the Union and the Administration shall meet at least once each year to discuss the prospects for a reduction in force of tenured teachers and to identify opportunities for tenured teachers to retrain to avoid the reduction in force.

Tenured teachers who would be dismissed in a reduction in force will be given the opportunity to retrain for positions that are open. A committee consisting of two administrators and the two Union representatives appointed by the Superintendent and Union President, respectively, will work to determine the teachers to be retrained in light of potential staffing needs. The most senior retrained person will be placed in an open teaching position if he or she is qualified for that position at the time of the reduction in force.

If tenured teachers approved for retraining are at the top of their salary column, their college tuition and fees for retraining will be paid by the District, subject to the approval of three members of the committee. Such retraining courses will not qualify the teachers for movement on the salary schedule.

No department will be eliminated by the District during the life of the contract.

Section 14. Consulting Teacher

In addition to his/her regular salary and benefits, a consulting teacher shall receive:

- 1) A stipend of \$800;
- 2) Release from the 100 minutes of assigned supervisory duties;
- 3) Up to three released periods from regular classes per semester with prior approval of the building Principal.

Section 15. Coaches' Handbook

A procedure for the evaluation of coaches shall be established by the administration and placed in a Coaches' Handbook to be distributed to each coach at coaches' meetings to be conducted each school year by the Athletic Director. While nothing in this Section or the Coaches' Handbook changes the right of the Board to select and non-renew coaches for any lawful reason, the failure to follow the evaluation procedure in the Coaches' Handbook will be taken into account in the evaluations of the evaluators.

Section 16. Teacher Mentoring Program

The Board and Union agree to establish a teacher mentoring program within the life of this contract.

ARTICLE VI – ASSIGNMENT AND TRANSFER

Section 1. Assignments

A teacher is employed to serve the needs of the District in those areas in which he/she is qualified as per North Central Association and state of Illinois standards. A teacher newly employed by the District will be notified of his/her particular building and teaching assignment as soon as it is practical. Because of fluctuating enrollment between the Fall semester and the Spring semester, it may be necessary to make some changes in assignments. When such changes are necessary, the Administrative staff will consult with the teacher concerned as soon as the needs of the District are clearly established. Length of service and availability of transportation will be considered.

Section 2. Transfers

Transfers of teachers between buildings and/or departments will be made from time to time as District needs require under the following conditions:

- 1) Teachers not on probation wishing to be transferred should make this request in writing to the Assistant Superintendent who will, in turn, contact the High School Principals. This should be done prior to October 1 for the Spring semester and prior to March 1 for the Fall semester. Transfer requests will be reviewed when openings become available.
- 2) The primary consideration in transfer will be the needs of the District.
- 3) If two or more individuals are seeking a single position, the building Principals in consultation with the department chairpersons shall recommend to the Assistant Superintendent the individual best suited for the opening on the basis of qualifications for the particular assignment concerned.
- 4) When qualifications are equal, necessary transfers shall be decided upon a seniority basis.
- 5) All transfers are subject to approval by the Superintendent.
- 6) Individuals wishing a review of a transfer as a result of an administrative recommendation may request this by contacting the Superintendent.

Section 3. Refusal to Accept Position

In the event a teacher chooses not to accept a position offered, it shall have no effect upon his/her future opportunities for other positions that are created or become vacant.

Section 4. Discontinuing IHSA Sponsored and/or Extracurricular Activities

All teachers who have two IHSA sponsored activities will be obligated to continue those assignments until the age of 35 unless approval or release is granted by the Administration. At the age of 35, one of those assignments may be discontinued. The teacher may choose which of the two assignments he/she wishes to discontinue.

All teachers who have one IHSA sponsored activity will be obligated to continue that assignment until the age of 42 unless approval or release is granted by the Administration.

In the event a teacher chooses to discontinue any portion of his/her IHSA sponsored and/or extracurricular activities, he/she shall:

- 1) Notify the Superintendent in writing of his/her request, no later than February 1.
- 2) If the Superintendent approves the request, the resignation shall become effective at the start of the next school year.
- 3) If the Superintendent does not approve the request, the teacher will continue to accept the assignment, for at most one more year, or until a suitable replacement has been employed and is on duty, unless the resignation is upon the orders of a physician.
- 4) For teachers hired for the 2000/01 school year and beyond, the Superintendent reserves the right to require physical education majors to coach as long as they are employed by the Board.

Section 5. Preparation Limitations

In order to adequately prepare presentations and class work, no teacher should have more than two (2) different preparations per semester, and no teacher will have more than three (3) assigned preparations per semester, except courses in the following departments: Art, Business Education, English as a Second Language/Bilingual/Sheltered, Industrial Technology, Family and Consumer Sciences, Music, Special Education, LIFE, Modern Language, and Physical Education. Parties by mutual agreement can agree to waive the above mentioned preparation limitations. A separate preparation is defined as each course, individually described, in the Curriculum Guide, where a different text, course guide, and resource materials are required. Approved independent study courses will count as a preparation. Two (2) different courses meeting in the same classroom concurrently will each count as a preparation, except in Special Education, LIFE, and English as a Second Language/Bilingual/Sheltered. Any teacher with four (4) or more preparations will be released from Period 0/11 responsibilities one (1) day per week.

Section 6. Each Teacher Available to Sponsor

At the request of the Administration, any tenured teacher who is not coaching, shall accept an assignment to sponsor for at least three (3) years (up to 18th year at Leyden). Such sponsorship shall be for those activities stipulated for payment in this contract. This does not prevent voluntary sponsoring nor does it exclude or limit the years on those activities for which a specific teacher was hired. Those who have already served the three years prior to July 1, 1988, are exempt.

Section 7. Traveling Teachers

The district recognizes that it is beneficial to have teachers assigned to teach at one campus. However, conditions may exist when it is necessary for a staff member to teach at both buildings. Should this condition arise, the department chairperson will meet with the building Principals to select the staff member best suited for the job. The criteria to be used in making the assignment will be qualifications, seniority, and willingness to accept the

assignment. Traveling teachers will be released from Period 0/11 responsibilities one (1) day per week.

ARTICLE VII – GRIEVANCE PROCEDURE

Section 1. Procedure

A grievance is defined as a written claim that there has been a violation, misinterpretation or misapplication of a specific provision of the Agreement.

The following are the steps for the processing of grievances:

Step 1 The employee and/or Union on behalf of an individual or group of specific employees shall confer in a timely manner with the administrator/supervisor to attempt to resolve the grievance informally. If possible this conference shall occur within fifteen (15) school days of the occurrence.

Step 2 The employee and/or Union on behalf of an individual or group of specific employees shall submit a signed statement setting forth all the pertinent facts and dates relative to the complaint to the members of the Executive Board of the Leyden Council for the purpose of evaluating and reviewing the merits of the complaint. Should after discussion, it be deemed advisable to file the complaint as a grievance, it shall be signed by two (2) members of the Executive Board in order to guarantee the authenticity of the grievance, and four (4) copies shall be presented to the administrators within sixty (60) school days from the date of its occurrence. After receipt of the grievance, the Administration shall have ten (10) school days to set a date for the grievance hearing.

Step 3 Step 2 shall be complied with before the grievance can advance to Step 3. A grievance appealed to this Step shall be presented in writing within ten (10) school days of the Step 2 denial and discussed at a meeting of the administrator/supervisor responsible for the original decision, grievant, Union representative of the school involved, committee chairperson, and at least two (2) other administrators if desired. A written statement of the decision and the basis for the decision shall be made by the hearing administrator within ten (10) school days of said meeting. Copies of the decision shall be submitted to all previously involved persons. Should the grievance not be settled satisfactorily, the Union may appeal it to Step 4.

Step 4 A grievance appealed to this Step shall be presented and discussed at a meeting of the Superintendent, Assistant Superintendent, the administrator/supervisor responsible for the original decision, grievant, Union representative of the school involved and the committee chairperson. A written statement of the decision and the basis for the decision shall be made by the Superintendent within ten (10) school days of said meeting. Copies of the decision shall be submitted to the Board and all previously involved persons.

Step 5 Should the grievance advance to this Step, all other steps shall have been complied with and all written materials pertaining to the case shall have been filed with the Superintendent before a request is made by the grievance committee to the Board to appear at the next regularly scheduled meeting (if the Board's agenda permits time for discussion of such grievance) to present the case. Representation at this meeting shall not exceed five (5) in number (including grievant). After discussion of the grievance, an answer shall be written by the Board (within a reasonable time, not to exceed ten (10) school days) setting forth its acceptance or rejection of the grievance. Copies of the Board's answer shall be submitted to all previously involved persons.

Step 6 In the event the employee(s) and the Union are not satisfied with the disposition of the grievance at Step 5, the grievance may be submitted by the Union to binding arbitration within ten (10) school days after receipt of the Board's answer at Step 5 by requesting an arbitrator from the American Arbitration Association. The selection of the arbitrator shall follow the voluntary labor arbitrator selection procedures set forth by the American Arbitration Association. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of the Agreement. The arbitrator shall consider only the specific issues raised in the written grievance and the replies thereto. The arbitrator's decision shall be based solely upon interpretation of the meaning or application of the specific terms of this Agreement in light of the facts presented, and he/she shall have no authority to decide or make recommendations on other matters. The fee of the arbitrator shall be split between the parties. All other costs shall be borne by the party incurring the cost unless otherwise mutually agreed.

Section 2. No Interruption of Business

In the event of a dispute or difference, the party or parties involved shall continue to transact and/or conduct their business in the same manner as at the time of initiating the complaint. Should this requirement be violated, the complaint shall not proceed to the next step and shall be declared closed and not to be reopened.

Section 3. Grievance Representatives

There shall be a representative and an alternate selected by the Leyden Council Executive Board of the AFT (one from each school), to represent teachers in grievances. The names of the designated representatives and alternates shall be furnished to the Board, Superintendent, Assistant Superintendent, Principals, and Assistant Principals by September 15 of each calendar year.

Section 4. Processing Grievances

Individuals who have filed a grievance shall not be approached concerning the matter of the grievance by any Board member or administrator while the grievance is being processed, without a representative of the Grievance Committee being present.

ARTICLE VIII – MISCELLANEOUS

Section 1. No Discrimination.

The Board and Union agree to continue their policy of not discriminating against any teacher on the basis of race, creed, color, national origin, sex, marital status, age, or membership or participation in, or association with, the activities of any teachers' organization. The Board further agrees to promulgate an annual written notice to universities and placement bureaus stating that School District 212 is, and will continue to be, an equal opportunity employer.

The Union agrees, in accordance with its constitution and policy statements, to continue to admit persons to membership without discrimination against any teacher on the basis of race, color, creed, national origin, sex, age, or marital status; and to represent equally all teachers without regard to membership or participation in, or association with, the activities of any teachers' organization.

The Union or its agents will not solicit members, engage in organization work, or any other Union activities, other than those expressly stated in this Agreement, during the assigned teaching hours.

Section 2. Personnel Files

One official teacher file shall be maintained in the district administration office under the following conditions:

- 1) No material derogatory to a teacher's conduct, service, character, or personality shall be placed in the file unless the teacher has had an opportunity to read the material. The teacher shall acknowledge that he/she has read such material by affixing his/her signature on the copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed and does not necessarily indicate agreement with the contents. If he/she refuses to sign a copy for filing, such shall be noted by the administrator and the material filed within one week after a reminder notice has been sent by the administrator and a copy of the reminder sent to the Union President. Administrators may place all communications from teachers to administrators in the respective personnel files without further action.
- 2) The teacher shall have the right to answer any material filed and his/her answer shall be attached to the file copy.
- 3) Teachers have access to their personnel files including placement credentials (if the credentials are designated nonconfidential or if the placement office gives the district written authorization for the teacher to see his/her credentials). Confidential credentials not open to graduates (so designated by the respective college or university) will not be made available to teachers. In order to examine his/her official file, a teacher must schedule an appointment with the Assistant Superintendent for this purpose. This file may not be taken out of this office by the teacher.
- 4) The teacher shall receive a copy of materials in his/her official cumulative file if such materials are to be used in any form of litigation.

- 5) The teacher shall have the right to submit commendations, awards, honors, etc., for inclusion in his/her personnel file.
- 6) Upon written request, a teacher may receive a copy of those materials in his/her file (except those credentials designated by colleges and universities as "confidential"). Teachers will be required to pay 10¢ per page.
- 7) A teacher whose file is to be examined by anyone other than a school official of District 212 shall be notified in advance.
- 8) After 5 years, if there are no other negative reports, or similar instances, the derogatory material older than 5 years may be removed upon the teachers' request to the Superintendent or his/her delegate.

Section 3. Bulletin Boards

Posting of official Union notices on Board property shall be permitted and a definite space shall be allotted for this purpose in each teachers' cafeteria.

Section 4. Use of School Facilities by Union

The Union shall be allowed to schedule the use of school facilities for Union business during non-working hours. The Union shall provide the Superintendent with a schedule of proposed Union meeting dates for the semester by the end of the first week of each semester. Thereafter, the Union may schedule the use of facilities on the other dates upon five (5) days' notice to the Superintendent, subject to the prior availability of the facilities. The school mailboxes and interschool mail service may be used to facilitate the dissemination of written materials for Union purposes. Copies of all materials posted, or inserted in the majority of teachers' mailboxes, or sent electronically shall be given to all administrators and forwarded to the central office for file.

Section 5. Union Activity in Classroom

Teachers shall not use their classrooms as a place to discuss negotiations or any other matters relating to local teacher-union activities.

Section 6. Collection of Monies

Teachers shall not collect money from pupils for any purpose whatever without the prior consent or direction of the Superintendent or his/her representative.

Section 7. Nontenured Teachers

The discharge of a non-tenured teacher shall not be subject to any article of this Agreement. This Agreement shall in no way reduce the rights of a teacher under the provisions of the Teacher Tenure Act. Upon satisfactory completion of the teacher's probationary period the teacher shall be placed on tenure status with District 212, in accordance with Illinois School Law.

Section 8. Evaluation of New Teachers

The Administration shall give new teachers a written evaluation of their teaching performances, including a list of specific qualities, by April 1, of his/her first year.

Section 9. Supportive Personnel

Whenever a department or teacher has legitimate school work that its supportive personnel cannot handle, the department chairperson or teacher has the authorization to contact the office supervisor for temporary help from the secretarial pool.

Section 10. Return to Bargaining Unit

If an administrative employee of District 212, who had previously been covered by the collective bargaining unit, is returned to said unit, he/she shall assume the step in the salary schedule he/she would have attained if he/she had remained in the collective bargaining unit.

Section 11. Contract Booklet

The Board will print the contract on 8-1/2 x 11 inch paper. It is to be loose leaf bound (three-hole punch). Distribution will be made on the basis of one copy per certificated employee hired for the full year, plus 20% of the teachers employed in the system. The Board reserves the right as to type and place of printing. The contract shall become the personal property of the individual teacher.

Section 12. Number of Pupils Assigned

The average number of pupils assigned per department is listed in Appendix B.

Enrollment in laboratory courses will be capped based on the number of stations available, unless the teacher agrees to admit more students than the agreed upon limit. The Administration will work with department chairpersons to determine which courses are defined as laboratory courses.

Department chairpersons, in conjunction with Assistant Principals, may place class size limits on certain courses, as long as this does not lower department parity figures.

A committee composed of two members appointed by the Superintendent and two members appointed by the Union President will advise the Superintendent on parity and counselor case load problems and possible resolutions to the problem. The committee will meet on or after September 30 to review first semester enrollment figures, and 30 school days after the beginning of the second semester to review second semester enrollment figures.

Section 13. Due Process

Any charges, accusations or comments of a negative or derogatory nature from any source (e.g., letters, memos, phone calls) shall have no weight in the evaluation of a teacher's professional and official performance in Leyden District 212 unless:

- 1) These charges, accusations, or comments are made in writing.
- 2) A teacher shall be given the name of any person making said charge and the time and opportunity to meet with the Administration to refute the charge.

Section 14. Tax Sheltered Annuity

For a company to be eligible to offer tax sheltered annuity, its agent must have at least two signed applicants and completed information form. Neither the Board nor the Union assumes any liability for the company selected.

ARTICLE IX – LEAVES

Section 1. Accumulated Sick Leave

All teachers shall be allowed up to seventeen (17) days of possible excused absences per school year. The unused sick leave and the unused emergency leave days shall accumulate from year to year without limitation. This accumulation is not available for additional emergency leave. The Board shall provide each teacher with a report of sick leave used by the teacher, and the dates of such use. The report, issued to the teacher at the end of the second semester, shall also list the total amount of accumulated, unused sick leave days. Unused emergency days after 1980-81 will be included in this report.

Section 2. Sabbatical Leave

All certified personnel shall have an opportunity to apply for a sabbatical leave of one (1) school year for resident study, research, travel, or other purposes designed to improve the school system. The proposed plan must be approved by the Board of Education and not thereafter modified without the approval of the Board.

The Sabbatical shall be conditional upon the following:

1. The leave may be granted after completion of at least six (6) years of service as a full-time teacher, Principal or Superintendent in Leyden Community High School District 212 and may again be granted after completion of a subsequent period of six (6) years of such service.
2. The maximum number of Sabbatical Leaves per year may be no more than two (2) from the total certified staff. The Board will grant the two who are recommended by the selection committee.
3. The teacher on Sabbatical Leave shall from time to time and at the end of the leave be required to give supporting evidence of the work he/she has pursued during the time of his/her leave, including official transcripts of his/her credits, and copies of research studies. If the leave is pursued for travel, a summary of findings and relationships of the travel to school programs shall be filed in the Administration offices.
4. The applicant shall agree in writing that if at the expiration of such leave he/she does not return to and perform contractual continued service in the district for at least two (2) school years after his/her return, all sums of money including insurance premiums and other fringe benefits received from the Board during his/her Sabbatical Leave will be refunded to the Board within two (2) years of the beginning of the school year following the year of the Sabbatical Leave unless such return and performance is prevented by permanent illness or incapacity.

During absence pursuant to Sabbatical Leave, payment shall be on the following basis:

1. The teacher, Principal, or Superintendent shall receive the same basic salary as if in actual service, except that there shall be deducted there from an amount equivalent to

the amount payable for substitute service. However, such salary after deduction for substitute service shall in no case be less than the minimum provided by 24-8 of the School Code, or one-half of the basic salary, whichever is greater. The salary of the employee during the Sabbatical Leave will be paid in the same manner and at the same time that said employee would normally be paid were he/she teaching in District 212. A Sabbatical Leave may be granted to enable the applicant, if otherwise eligible, to accept scholarships for study or research. However, the person on leave shall not engage in any activity for which salary or compensation is paid unless the activity is directly related to the purpose for which the leave is granted and is approved by the Board.

2. The Board shall pay the contribution to the Teachers' Retirement System required of the person on leave computed on the annual full-time salary rate under which the member last received earnings immediately prior to the leave or a proportionate part of such rate for a partial year of Sabbatical Leave credit.
3. Unless justified by illness or incapacity, failure of any person granted a leave to devote the entire period to the purpose for which the leave was granted shall constitute a cause for removal from teaching service and any compensation from the Board of Education.
4. If during the leave, injury or illness of the employee prevents his/her completing the purpose of the leave, the Sabbatical Leave will be terminated and compensation by the Board of Education will be discontinued except that all provisions for sick leave will apply.
5. If injury, illness or death prevents the employee from fulfilling his/her agreement to return and render service in District 212, no repayment of leave salary will be required. To qualify for this provision the illness or injury must conform to the policy of the Illinois Retirement System.

Upon expiration of a leave and upon presentation of evidence satisfactory to the Board showing compliance with the conditions of the leave, the teacher, Principal, or Superintendent shall be returned to a position in the district equivalent to that formerly occupied. The contractual continued service in the district status of the person on Sabbatical Leave shall not be affected.

A Sabbatical Leave Committee composed of the Superintendent, Assistant Superintendent, the Principal of the school where the applicant is teaching, and one teacher from each school elected by the Leyden Council Executive Board of the AFT, shall make recommendations on applications to the Board.

Any employee requesting Sabbatical Leave shall submit an application to the Assistant Superintendent on/or prior to the January 15 immediately preceding the school year of the Sabbatical Leave. The applicant will meet with the Sabbatical Leave Committee on/or before February 15 to present written and verbal evidence of reasons for requesting the Sabbatical Leave. The committee in turn will consider all cases and make recommendations

to the Board of Education. Candidates will be informed of Board action on their application by March 15, of the same year. Guidelines for selection shall be as follows:

1. Evidence of proficiency as a professional educator (e.g., uses innovative practices, serves on committees, shares ideas and materials, demonstrates leadership, engages in self-assessment, etc.)
2. Evidence of professional goals and aspiration.
3. Nature of the leave; what value it possesses for the school.
4. Reasonable distribution of applicants by departments and teaching levels.
5. Previous leaves.
6. Date of application.
7. Seniority on school staff.

In the event that a sabbatical is rejected because of the district's financial condition, a waiting list of candidates shall be compiled. The waiting list shall be reviewed annually and weighted consideration given when the district's financial condition permits a resumption of sabbaticals.

Section 3. Emergency Leave

In the event that a teacher must be absent from his/her duties for a reason other than sickness, he/she may apply to the Principal for permission to be absent without loss of pay, to the extent of not more than three (3) days in any year. This is intended to allow teachers an opportunity to take care of family emergencies or urgent business matters without loss of pay. Emergency days used will be deducted from sick leave allowance. Unused emergency days will be added to the sick leave accumulation as defined in Section 1.

The teacher need not obtain permission, but merely notify the Principal or his/her delegate when such emergency leaves are used for:

- 1) religious holidays,
- 2) pressing matters that cannot be handled on weekends or evenings,
- 3) legal affairs, and
- 4) funerals, other than those elsewhere in board policy.

When a teacher is absent for more than three (3) days, or for unauthorized days of absence, there shall be a prorated deduction from the salary proportionate to the time missed. This loss of pay shall be made regardless of the actual substitute cost to the school.

For fractions of a day, private substitution arrangements will be permitted, subject to administrative approval.

If a teacher is declined emergency leave, arrangements can be made for the teacher to pay the customary substitution cost, limited to the number of possible emergency days still available to that teacher and deducted from the sick leave allowance.

Teachers may request two additional days for the purpose of observing a religious holiday. This written request must include a substantiation of the holiday, and be submitted to the building principal for approval no later than September 1. These days will be charged against the teacher's sick leave, or the teacher's pay will be docked for the time missed.

Section 4. Maternity Leave

Any teacher who becomes pregnant shall utilize sick days, if available, for the period of time she is disabled due to pregnancy and childbirth. The teacher will give the District as much notice as possible of her disability leave. The teacher who is eligible for leave under the FMLA shall, at least 30 days before the expected date of delivery of the child, notify the District in writing of her decision to either return to work at the end of the disability or to take a leave of absence for child care at the conclusion of her disability. The length of the child care leave will be measured from the date of delivery of the child and shall not exceed three (3) semesters, unless extended by the administration to the beginning of the next school year in order to maintain continuity of instruction. The leave must end at the end of a semester. The leave shall not be construed as interrupting the employee's consecutive years of service with the District, but any year in which leave exceeds that period of time allowed by the FMLA will not count toward the acquisition of tenure.

The assignment of the teacher returning from a child care leave of absence shall be at the discretion of the District provided that the assignment does not diminish the teacher's salary or benefits. Time spent on such leave shall not be counted for the purpose of computing benefits under this Agreement. A teacher on leave of absence for child care may continue in the group medical insurance program, if she chooses, at her own expense by paying the full premium at the group rate.

Section 5. Leave of Absence

Any tenured teacher may request a leave of absence by February 15 of the school year preceding the school year in which the leave will take place, unless circumstances preclude compliance with this deadline. The teacher may request one (1) or more years of leave. Requests for leaves will be presented to a screening committee composed of two (2) members appointed by the Superintendent and two (2) members appointed by the Union President. Requests for leaves will be forwarded by the committee to the Board with a "recommended" or "not recommended" motion affixed to them. "Recommended" will mean that at least two (2) members of the committee support the application. Each school year, at least one-half (½) of those applications submitted by the February 15 deadline and recommended by the committee will be granted up to a maximum of four leaves. Granting of applications submitted after the February 15 deadline will be at the discretion of the Board, after consideration of the committee's recommendation.

The teacher will give notice by certified mail to the Administration of his/her expected return to resume his/her teaching duties by February 15 of the school year before the school year of return.

If a reduction in force occurs during the leave the teacher on leave is subject to the same conditions as those who are currently teaching.

Time spent on such leave shall not be counted for the purpose of computing benefits under this Agreement.

A teacher on leave of absence may continue in the group medical insurance if he/she chooses, at his/her own expense, by paying the full premium at the group rate. All other benefits cease.

Section 6. Notification of Return from Leave

The teacher will give notice to the Administration, in writing, of his/her expected return to resume his/her teaching duties from any leave by February 15 of the year preceding the school year of return, unless extraordinary circumstances make it impossible to do so, but in no case shall notification be given past March 15 of the year preceding the school year of return.

Section 7. Family and Medical Leave

Eligible teachers are entitled to twelve workweeks of unpaid family and medical leave during a twelve month period, measured forward from the date the employee's first FMLA leave begins, in accordance with the Family and Medical Leave Act of 1993, as amended. Time on leaves provided for under Sections 1 and 4 of this Article for purposes allowed by the FMLA shall be counted against the leave time which may be taken under the FMLA. The district may assign teachers returning from family and medical leave to a different course, grade level, school building, classroom or other teaching position. Nothing in this Article diminishes or expands the Board's or a teacher's rights and duties under the FMLA, except as specifically provided in this Article.

Section 8. Job-Sharing Leave

Job sharing as defined in this section is a voluntary program providing two (2) tenured teachers the opportunity to request permission to share one (1) full-time teaching position. Tenured teachers, or those teachers who will be tenured at the time the leave is taken, who would like to participate in a job-sharing position shall submit an application and proposed plan for a job sharing leave to the Superintendent on/or prior to February 1 immediately preceding the school year for which the leave is requested. The job sharing plan shall include, but not be limited to: teaching responsibilities, attendance at inservice meetings, availability for student assistance during period 0 - period 11, schoolwide service, and current extracurricular activities. Both teachers are expected to attend parent conference days, open house, examination days, and institute days. The actual daily schedule for partners in a job sharing position will be worked out among the participants, the department chair(s) involved, and the building Principal. The Board shall notify the applicants for a job sharing leave of the disposition of the request no later than March 31.

Participants in a job sharing position shall be placed appropriately on the salary schedule and salaries shall be prorated according to the time worked. Generally, participants shall divide responsibilities 60% (three [3] classes and proportional non-teaching duties) and 40% (two [2] classes and proportional non-teaching duties). If the participants wish, they may elect to teach three (3) classes each and non-teaching duties will be waived. In such cases, each

participant shall receive 50% compensation. For purposes of calculating the released time and stipends of department chairs, the two partners in a job sharing position shall be counted as one full-time teacher.

Participants will advance on the salary schedule one-half year for each year spent in a job-sharing position. Contributions to the Teachers' Retirement System will be proportionate to the time worked and salary earned. Participants in job-sharing positions will receive a prorated amount of insurance and paid leave benefits. During the period of time spent in a job-sharing position, the seniority credit of the teachers will accrue in proportion to the time worked. Participants in job-sharing positions shall be considered on a leave of absence for those portions of the school work hours and/or days that they are not working. Tenure rights for participants in job-sharing positions shall be maintained in accordance with current School Code provisions. The length of a job-sharing leave shall be for one (1) school year and may be renewed by the Board, provided that a request to renew is made on/or prior to February 1 immediately preceding the school year for which the leave is requested. If such a request is made, the Board shall notify the participants of its disposition by March 31 following the request. The decision to grant or deny the request for a job-sharing leave is not precedential and is at the sole discretion of the Board of Education.

Section 1F. Salary Schedule Adjustment

The salary schedules for 2004-2005 through 2008-2009 will be increased over the 2003-2004 salary schedule as follows:

| | |
|-----------|-------|
| 2004-2005 | 4% |
| 2005-2006 | 3.5% |
| 2006-2007 | 3.5% |
| 2007-2008 | 3.25% |
| 2008-2009 | 3.25% |

Teachers who have received longevity increases in the past will retain those longevity payments.

The year after a teacher reaches the maximum step in a salary column, he or she will receive a Career Teacher Stipend equivalent to the average salary schedule increment. This stipend will be added yearly, without compounding. Those teachers currently receiving longevity payments will have the option to retain their longevity payment, or to choose the Career Teacher Stipend. Any eligible teacher who received a Career Teacher Stipend for the 2004-2005 school year shall be made whole by recalculating that stipend at 3.7% and paid retroactively.

Section 1G. Pay Checks

Teachers will receive their pay checks in the following manner: Paychecks will be issued on a biweekly basis. Teachers may choose an additional paycheck on the first Friday of the first week of each school year. All teachers must receive at least one paycheck on checkout day. Teachers may choose as many as the equivalent of five additional paychecks on checkout day. The dollar amount of each paycheck throughout the year will be the base salary divided by the total number of paychecks selected by each teacher. Teachers have the option of selecting direct deposit to their financial institution.

Section 2. Pension Payment

The Board will pay the 9% pension deduction for the duration of this contract. In addition, the Board will pay the 1/2% T.H.I.S. payment.

Section 3. Placement on Salary Schedule

Unless otherwise modified by the Agreement, the two criteria to be used in determining a teacher's initial placement on the salary schedule are: (1) degree or degrees earned, and (2) hours beyond a degree. Once placed on the schedule, teachers will proceed in the same fashion as the remaining faculty. Teachers who change salary columns will be given credit for a total of their years of experience initially granted at time of hire plus the actual number of years of teaching experience at Leyden.

Section 4. Health, Medical, and Dental Insurance

The Board shall provide a medical and dental insurance program with coverages and benefits substantially the same to those set forth in Appendix A each insurance year. Medical and dental premiums, for single or family coverage, shall be paid on the basis of 80% District and 20% employee, subject to the following maximum annual employee premium limitations:

| | |
|-----------------------------------|----------------|
| 2004-2005 | \$ 670 single |
| (pro-rated from February 1, 2005) | \$1,800 family |
| 2005-2006 | \$ 670 single |
| | \$1,800 family |
| 2006-2007 | \$1,000 single |
| | \$2,500 family |
| 2007-2008 | \$1,000 single |
| | \$2,550 family |
| 2008-2009 | \$1,000 single |
| | \$2,600 family |

Unless otherwise agreed, Blue Cross/Blue Shield shall be the administrator or provider of the medical and dental insurance program. Premiums shall be calculated each year on the industry standard basis used by Blue Cross/Blue Shield or by such other provider used by the District if an agreement is reached to change providers.

The Board will provide funds for a Health Care Account (HCA) for each employee or retiree covered by the insurance program. The funds provided for the HCA will be:

| | |
|-----------------|-------|
| 2004-2005 | \$200 |
| 2005-2006 | \$200 |
| 2006-2007 | \$250 |
| 2007-2008 | \$250 |
| 2008-2009 | \$250 |

An Insurance Committee composed of employees appointed by the Union and Board shall be established. The Committee shall meet annually or as needed to review the District's insurance program and make recommendations to the Board and Union.

The Board will provide HMO coverage for the employees receiving insurance benefits as an alternative to PPO coverage. The premium contributions by the employee will be as provided above.

Section 5. Flexible Benefit Plan

The Board shall have the option to implement a flexible benefit plan in accordance with the provisions of IRC Section 125 and 129. The cost of administering this plan shall be borne by the Board, and the Board shall have the right to select the provider of the plan.

Section 6. Extracurricular Pay Schedule

See Appendix C for athletic, club, and activity pay schedule.

The MA column on the salary schedule will be used as the base pay for the first ten (10) years of experience and the MA+15 column for eleven or more years up to age 42. At age 42, the coach or sponsor will move to actual step and column or remain at the MA+15 column, whichever is greater. Any request for grade school, high school or college coaching shall be submitted in writing to the Administration. The placement of a coach/sponsor on the Pay Schedule will be determined by the extracurricular activity for which he/she has the most seniority.

To maintain an equality of coaching differentials, a Head Varsity Coach shall not start below the fifth step of the MA+15 column and progress on that column each year until he/she reaches the age of 42, at which time he/she will progress as indicated in above.

The Athletic Director and the administrator coordinating student activities shall be responsible for obtaining the information concerning each coach or sponsor's number of valid years of experience. It is the coach or sponsor's responsibility to provide the necessary information and documentation. This information shall be submitted along with the increment to the Principal or designee for approval.

Any employee in an activity covered by Article VI, Section 4, who sponsors two or more activities and has reached the age of 35, may move the activity of choice to column and step. At age 42, all sponsors move to column and step or the MA+15 column, whichever is greater. Should a coach reach the age of release from mandatory service during a given season, he/she shall receive payment for his/her services under the conditions of this paragraph.

Payment will be \$25.00 per day for all coaches (athletic and drama) who are asked by the Administration to work prior to the start of school in the fall. Practice and competitive events shall not be scheduled during Thanksgiving, Winter, or Spring vacation without prior consent of the coach involved, except for league scheduled events or specified season limitations by the IHSA. If a competitive contest is required by the Administration, the Board will pay the coach \$25.00 for each event held during Thanksgiving, Winter, or Spring vacation, except as noted above.

Any coach will be compensated at \$25 per day for meets/practices beyond the IHSA regional or sectional competition, whichever is recognized by the IHSA as the first round. Football must be beyond the first round of the IHSA state playoffs.

Bonus/merit pay for those coaches who have reached the age of 35. The following amounts are in addition to the annual coaches' stipend outlined in Appendix C.

| | <u>1 Sport</u> | <u>2 or more Sports</u> |
|---------------|-----------------------|--------------------------------|
| 10-14 Years | \$50 | \$75 |
| 15-19 Years | \$75 | \$100 |
| Over 20 Years | \$100 | \$125 |

Only years coached at Leyden will count for bonus pay.

Section 7. Summer Salary Scale

All Leyden teachers will have an opportunity to apply for summer school teaching. The teachers will be selected by the Assistant Superintendent for Curriculum and Instruction after consultation with the department chairperson (or division head) and the building Principal. Leyden tenured teachers will be given preference. A nontenured teacher can be selected over a tenured teacher if he/she is presently teaching that course or will be teaching it in the following regular school year. (This includes teachers of driver education, supportive certificated personnel, and social workers, and is based on per hour of teacher-student instructional contact.)

| Summer of: | BA | MA |
|------------|----------|----------|
| 2005 | \$ 30.47 | \$ 33.07 |
| 2006 | \$ 31.54 | \$ 34.23 |
| 2007 | \$ 32.64 | \$ 35.43 |
| 2008 | \$ 33.70 | \$ 36.58 |
| 2009 | \$ 34.80 | \$ 37.77 |

As part of their salary, all personnel will be expected to attend meetings not exceeding five hours for orientation and evaluative purposes. Break time supervision assignment on a rotation basis will also be part of the Agreement. There will be no extra pay for this type of responsibility since the above figures include this type of an assignment.

The hourly rates will be as follows:

| Summer of: | Summer Swim/Teach | Summer Swim/Supervision | Summer Recreation | Weight Room | Curriculum Project |
|------------|-------------------|-------------------------|-------------------|-------------|--------------------|
| 2005 | \$ 20.34 | \$ 16.27 | \$ 20.34 | \$ 20.34 | \$ 21.20 |
| 2006 | \$ 21.05 | \$ 16.83 | \$ 21.05 | \$ 21.05 | \$ 21.94 |
| 2007 | \$ 21.79 | \$ 17.42 | \$ 21.79 | \$ 21.79 | \$ 22.70 |
| 2008 | \$ 22.50 | \$ 17.99 | \$ 22.50 | \$ 22.50 | \$ 23.44 |
| 2009 | \$ 23.23 | \$ 18.58 | \$ 23.23 | \$ 23.23 | \$ 24.20 |

To ensure a high level of quality for curriculum projects, specific procedures will be followed:

- A. The Assistant Superintendent for Curriculum and Instruction will determine which projects will be permitted and the amount of time to be allotted.
- B. A quality control committee will screen all projects to determine whether the projects are of high quality.
- C. The quality control committee will be composed of two (2) members selected by the Union President and two (2) members selected by the Superintendent. Checks for the curriculum work will be issued after receiving approval by the quality control committee.
- D. If there is disagreement, two (2) members of the quality control committee must agree that the curriculum work is satisfactory for checks to be released.

Section 8. Attendance at Professional Meetings

The Board and Union acknowledge the value of professional meetings in facilitating professional growth. To encourage and assist the professional growth of the faculty, the Board, if finances permit, shall provide adequate funds to enable teachers to attend national conventions as well as state and local conferences. No consideration will be given to conventions or conferences beyond 2500 miles from Chicago.

Section 9. Field Trips

Teachers supervising field trips during evenings or weekends may elect to waive their payments for approved field trips if budget considerations are the prime factors in refusal by the administrator.

Faculty members accompanying students on Administration-approved field trips that begin after the normal school day (4:00 p.m.) or on Saturday will be compensated at the same rate currently paid to bus chaperones. (For example, a teacher taking students on a field trip leaving Friday and returning on Saturday would be paid two times the current rate for bus chaperones.) No paid sponsor will be compensated for taking his/her organization on a field trip.

Section 11. Substitution Pay

Illness, professional meetings, field trips, etc., create a critical need for classroom substitutes. Meeting this need is essential to the operation of the school; therefore, all teachers are required to accept, with pay, at least six (6) class substitutions each semester when requested to do so by the Administration. After a teacher has substituted six (6) times from prep period/student contact, he/she will not be asked again unless there is an emergency situation. Substituting during school-wide service assignments does not count towards one of the substitutions.

Substitution pay shall be 25 percent of current substitute pay per day for each substitution (full or partial period). If during his/her preparation period time, a regular teacher substitutes for more than ten (10) consecutive school days of student attendance for the same teacher with the same class of students, the substitute shall be compensated at a pro rata amount as calculated in Article IV, Section 3,

Section 12. Travel Reimbursement

Based on monies allocated as part of the departmental budgeting process, the department chairperson will recommend to the Administration financial allocations that the District will pay for approved professional travel.

Section 13. Death Benefits

The Board shall provide life insurance coverage for each full-time teacher (part-time teachers' death benefit shall be prorated) equal to the teacher's base salary for the year preceding death, and \$20 for each unused day of sick leave.

Section 14. Student Services

In addition to their regular salary, counselors working at Leyden prior to July 1980 (as either a teacher or counselor) shall receive \$500 for 185 work days plus the summer school rate for teachers for any days they are assigned to work beyond the 185 work days. Counselors are

required to participate and shall receive \$100 per night for incoming freshmen parent registration conferences. Each registrant's parents shall have a conference 15 minutes in length unless done in a group setting. Social workers shall receive \$100 per night for Parent University workshops that have been approved by the building principal.

Section 15. Department Chairpersons and Resource Teachers

In addition to their regular salary, department chairpersons and resource teachers shall be compensated for their supervisory duties according to the following schedule:

| # Teachers in Department | Release Periods | 2004-05 | 2005-06 | 2006-07 | 2007-08 | 2008-09 |
|--------------------------|-----------------|---------|----------|----------|----------|----------|
| 1-5 | 1 period | \$3,526 | \$ 3,649 | \$ 3,777 | \$ 3,899 | \$ 4,026 |
| 6-10 | 1 period | \$4,234 | \$ 4,382 | \$ 4,535 | \$ 4,683 | \$ 4,835 |
| 11-14 | 1 period | \$5,641 | \$ 5,838 | \$ 6,043 | \$ 6,239 | \$ 6,442 |
| 15-19 | 2 periods | \$6,491 | \$ 6,718 | \$ 6,953 | \$ 7,179 | \$ 7,412 |
| 20-25 | 3 periods | \$7,051 | \$ 7,298 | \$ 7,553 | \$ 7,799 | \$ 8,052 |
| 26+ | 4 periods | \$7,051 | \$ 7,298 | \$ 7,553 | \$ 7,799 | \$ 8,052 |

Whereas department chairperson's stipends will be based on the total number of teachers in their department, resource teachers' stipends will be based on the number of teachers in their department in the building in which they teach.

Teachers in Industrial Technology, Science, Art, Music, Family and Consumer Sciences, LIFE, Special Education and Business Education will count 1-1/2 each in calculating stipends for department chairpersons and resource teachers.

Beginning with the 1998-99 school year, departments with fewer than 5 members which currently have a resource teacher will not have an assigned resource teacher.

If a department chairperson is called into the school during the New Teacher Orientation days he/she shall be compensated at the rate of \$75 per day.

The Professional Development Coordinator should be considered department chairperson and receive release periods and a stipend of \$3,000.

Section 16. Teacher Tenure Decisions

Each department chairperson will consult with and obtain recommendations from members of his/her department regarding tenure decisions of members within that department. These recommendations, along with the chairperson's recommendations, will be forwarded to the Administration for use in making the final decision. This procedure assumes (and will require) that departmental members will actively work with nontenured persons within the department, giving assistance, lending help, and providing direction to the end that professional judgments can be made.

Section 17. Professional Growth, Graduate Courses

The Board and Union consider professional growth to be a desirable activity. It is believed that the salary schedule offers ample incentive for continued professional growth. Therefore,

each teacher should be allowed to proceed at his/her individual pace without periodic requirements.

Section 18. Retirement Incentive Program

A teacher who meets the following conditions will be provided the retirement benefits described below:

- 1) Submit to the Superintendent a letter irrevocably resigning and retiring through the Illinois Teachers' Retirement System ("TRS") within the five-year window provided for in the next sentence. The resignation must be effective the last day of the school term no later than four years after the school term in which the teacher is first eligible to retire without discount through TRS, but in any event, no later than June 30, 2011. The letter must be received no later than June 30 of the school year before the school year in which benefits under this retirement incentive program are first received, and in any event, by no later than June 30, 2009.
- 2) Have completed at least 20 consecutive years of full-time teaching and/or administrative service in the School District as of the date of retirement. However, teachers employed before April 21, 2005 must have completed 10 consecutive years of full-time teaching and/or administrative service in the school district as of the date of retirement.

A teacher meeting the above conditions shall be paid a lump sum at the close of each of the last two school terms determined by multiplying the teacher's base salary for the preceding school term by 20%. For the second year of this benefit, the teacher's base salary is the enhanced salary from the first year. The teacher will also be permitted to participate in the Board's medical and dental insurance program on the same basis as current employees until the teacher reaches the age of eligibility for Medicare. Upon reaching the age of eligibility for Medicare, the teacher may participate in the Board's Medicare supplement program by paying the full premium cost.

If the Illinois Pension Code, or other applicable law, subjects the Board to penalties or other additional costs as a result of the salary increases in this section, then such salary increases shall be reduced to the maximum amount payable without such penalties or additional costs. In such event, the Board and the Union shall also meet to negotiate alternatives so as to retain as much of the intended benefits of this section at not more than the Board's anticipated costs.

The Board shall pay \$20 per unused day of sick leave not used by the teacher eligible for benefits under this section for service credit through TRS.

Section 19. Alternative Retirement Program

A teacher who does not participate in the Retirement Incentive Program under Section 18, who has completed 15 consecutive years of full time teaching service in the School District and who submits to the Superintendent by no later than February 1 in the year of retirement a notice of resignation and retirement effective at the end of the school term, will be provided the following benefits:

- 1) Participation in the Board's medical and dental insurance program on the same basis as current employees until the teacher reaches the age of eligibility for Medicare. Upon reaching the age of eligibility for Medicare and if Medicare eligible, the teacher may participate in the Board's Medicare Supplement Program by paying the full premium cost.
- 2) A payment of \$20 per unused day of sick leave not used by the teacher for service credit through TRS.

Section 20. Sick Day Pool

1) Philosophy

The purpose of the Leyden Sick Day Pool is to provide a substantial number of days to be utilized by the faculty when the need for sick days exceeds the number of days accumulated by a teacher.

2) Board of Trustees

The sick day pool will be managed by a Board of Trustees. The board will be composed of four teachers, the Union President, and one administrator.

The four teachers on the board are to be elected annually by the members of the Leyden Council.

Decisions granting the use of days from the pool must have the approval of three teachers on the Board of Trustees. The Union President will vote on a decision to disperse days only in the event of a tie.

The purpose of the Administration's representative on the board is to assure consistency between the records of the Board of Trustees and those of District 212. Consequently, the Administration's representative may not participate in a vote on the dispersal of days from the pool.

3) Eligibility

An individual must be a teacher in District 212 in order to be granted days from the sick day pool.

An individual must have contributed in the most recent request of the faculty for sick days in order to draw from the pool.

The teacher must have utilized all accumulated sick days before receiving a grant of days from the pool.

To facilitate the decision-making process by the Board of Trustees, an application form must be filed by the teacher. Application forms will be available from the Union's building representative and/or members of the Board of Trustees.

Application prior to the expiration of the teacher's sick leave, if possible, is strongly recommended. Verbal application, for a grant of days, in the event that that teacher is not in school, is permissible.

4) Operational Guidelines

The Board of Trustees has the complete and final authority for the operation of the Leyden Sick Day Pool.

Voluntary contributions, of not more than two days per year, from the faculty will create the days available in the pool.

After the initial request, days will be added to the sick day pool in the following manner:

- a) Whenever the total number of days in the pool reaches 50 or less.
- b) During September of each school year a request will be made of the entire faculty unless such a request would place the total number of days in the pool over 400.
- c) If a request is not made of the entire faculty, then all faculty members who did not participate in the last request shall have an opportunity to contribute to the sick day pool regardless of the number of days available in the pool.
- d) Tenured teachers leaving the district because of resignation, retirement, or reduction in force termination, may contribute up to five days of their accumulated sick leave to the sick leave pool.

The sick day pool is an emergency type procedure not intended to replace the Illinois Retirement System's total and partial disability procedures. Nor is the pool intended to supersede or replace any District 212 leave policy; therefore, additional sick leave days cannot be granted for reasons not covered by official policy of District 212.

At the discretion of the Board of Trustees an individual may be asked to furnish documentation or rationale, beyond that supplied in the application, to justify the granting of days from the pool.

As soon as the Board of Trustees has reached a decision, on an application for a grant of days, the applicant, Superintendent, and building Principal shall be notified in writing.

Days donated by a teacher to the pool may not be withdrawn. Days donated are recorded as consumed on the individual teacher's official school record of accumulated sick leave.

A complete record of the following items will be kept:

- a) names and number of days contributed by each teacher
- b) application submitted by teachers
- c) number of days granted
- d) number of days utilized

The Board of Trustees will submit an annual report to the Executive Board, membership of the Leyden Council, Superintendent, and the Board of Education. Official records of the Board of Trustees will be kept by the Union and Board of Education.

Section 21. Continuation of the School Year Program

Any teacher who is hired by the district during the summer to complete work that is directly related to their regular school year assignment shall be reimbursed at the summer school salary, except as covered elsewhere in the contract.

ARTICLE XI – NO STRIKE

Neither the Union nor the teachers will instigate, promote, sponsor, engage in or condone any strike, picketing, sit-down, walkout, withdrawal or withholding of services, or any other interruption of the normal routine of any day's school activities. Teachers who engage in any activity prohibited by this Article are subject to dismissal from the school system of District 212 or loss of raise and/or increment for the year. In the event that any teacher or group of teachers participate or engage in any of the activities herein prohibited, the Union agrees, immediately upon being notified by the Board, to direct such teacher or group of teachers to cease such activity and resume work at once.

ARTICLE XII – COMMITTEES

Section 1. Discipline Committee

A Discipline Committee at each school shall be composed of a representative of the Administration, the two deans, and two teachers from each school appointed by the Union's Executive Board. Such committee shall be an ad hoc committee which will report to the Operational Advisory Council.

Section 2. Professional Issues Committee

A Professional Issues Committee shall be composed of the Superintendent or the Superintendent's designee, two (2) Principals, the Union President, and two (2) Union Vice Presidents. This committee will consider proposals for any change in working conditions which is covered by Article XIV. The administration members of the Professional Issues Committee and the Union members of the Committee will serve as the negotiation teams for the Board and Union, respectively, to collectively bargain over such changes in working conditions, pursuant to Article XIV of this Agreement. Tentative agreements over changes in working conditions reached by the Professional Issues Committee will be recommended to the Union and to the Board of Education to initiate ratification procedures. The Committee shall also consider issues raised under Article IV, Section 11.5.d.

ARTICLE XIII – SAVINGS

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with the minimum standard of the School Code, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE XIV – ENTIRE AGREEMENT

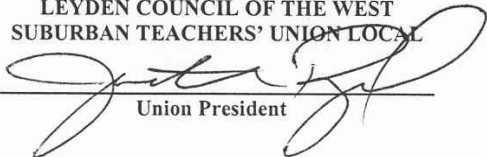
The parties acknowledge that during the negotiations resulting in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any and all subject or matters and that the understandings and agreements arrived at by the parties are set forth in this Agreement. Therefore, the Board and Union agree that the other shall not be obligated during the term of this Agreement to bargain collectively with respect to any subject or matter covered by this Agreement. The parties further agree that there shall be no changes in the terms of this Agreement without the mutual agreement of the Board and the Union. Nor shall there be any changes in salaries, fringe benefits or working conditions which are not covered by this Agreement, but which are mandatory topics of bargaining under the Illinois Educational Labor Relations Act, without prior negotiation and mutual agreement between the Board and Union.

ARTICLE XV – TERMINATION

This Agreement shall remain in full force and effect from April 21, 2005, to and including June 30, 2009, and thereafter shall remain in full force and effect from year to year, unless not more than 150 nor less than 60 days prior to June 30, 2009, or any subsequent June 30, either party gives written notice to the other of its intention to terminate this Agreement. However, the salary and compensation items tied to salary in Appendix C shall be retroactive to July 1, 2004 and the employee contribution requirements of Article X, Section 4 shall be retroactive to February 1, 2005. Both parties shall inform each other annually of the names of the members of their respective negotiating committee, but no later than February 1.

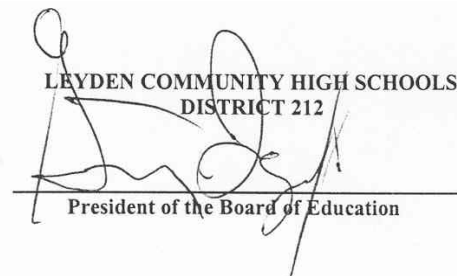
IN WITNESS WHEREOF, the parties hereto have hereunto affixed their hands and seals as of the day and year first above written.

AMERICAN FEDERATION OF TEACHERS
LEYDEN COUNCIL OF THE WEST
SUBURBAN TEACHERS' UNION LOCAL



Union President

LEYDEN COMMUNITY HIGH SCHOOLS
DISTRICT 212



President of the Board of Education

GROUND RULES FOR FUTURE NEGOTIATIONS

Meetings

- 1) The first meeting will be held no later than the first Thursday in April and subsequent meetings shall be scheduled on the first and third Thursdays of each month until contract settlement, unless otherwise agreed upon by both parties.
- 2) Meetings will be held in the Conference Room at East Leyden High School.
- 3) The meetings will be from 4:00 p.m. until 8:00 p.m., unless both parties agree to extend the time.

Composition of Negotiating Teams

- 1) Each team shall consist of a maximum of seven members, unless otherwise agreed to by both parties. Each team shall be permitted one observer at a meeting. The observer shall be an employee or board member of District 212.
- 2) Outside authorities on specific areas or consultants may be brought in by either team if the intention to do so is indicated to the other team at least one week in advance of the meeting, when possible, but preferably one full meeting in advance. However, such persons will have no authority to speak unless they are recognized by the head of their respective negotiating team.

Chairmanship

- 1) The chairmanship of the negotiating session shall alternate between a representative of the Board and a representative of the Union.
- 2) Each negotiating team shall have one member act as principal spokesman.
- 3) The head of either negotiating team, at his/her discretion, may table an item under consideration if no progress is being made in the discussion.

External Publicity

Press releases must be submitted to the opposite party for the purpose of making a joint press release. If a proposed press release cannot be mutually agreed upon, a second meeting must be held within four school days after the submission of the proposed press release to the opposite party; one to three representatives of each team shall be present at the meeting. If agreement is not reached in this meeting, the proposed press release may be released unilaterally.

School Records

The Board will provide whatever readily available specific records are requested by the Union that are pertinent to the negotiations process. One copy of the operating school budget will be given to the Union Team upon request.

Minutes of the Meetings

- 1) Each team shall keep minutes of each negotiating session.

- 2) Both teams will exchange minutes of the meetings within a week after each meeting in order to insure complete understanding.
- 3) Each team shall keep a record of all items mutually agreed upon. Each contract item, after agreement, two copies of each contract item, will be written and initialed by a representative of each team and placed in two identical contract folders. Such items are subject to reopening at the request of either party until the parties reach a contract settlement.

Agenda

The agenda for each succeeding meeting shall be established at the previous meeting. Additional items for consideration may be added by either the Board or the Union by informing the other team at least one week in advance. If time does not allow the consideration of such items, they will be placed on the agenda for the following meeting and will receive priority for consideration.

Proposal Deadline

Neither the Board Team nor Union Team shall submit formal negotiating proposals after the opening meeting in April of the year the contract terminates. Should the first meeting be informal, then proposals shall be exchanged no later than the second planned meeting.

APPENDIX A – HEALTH & DENTAL INSURANCE

| Health Care Account (HCA) | | |
|---|--|---|
| HCA Employer Contribution for Individual /Family Coverage (Contract Year HCA, July 1 through June 30) | \$200 – 2004-2006 \$250 – 2006-2009 | |
| Lifetime Comprehensive Major Medical Coverage | \$2,000,000 | |
| Deductible – common deductible for PPO and Non-PPO. Family deductible is a maximum of three individual deductibles. The first services applied to the deductible each calendar will be paid from the HCA as long as there is a balance remaining. | PPO | Non-PPO |
| | Individual: \$150 per calendar year Family: \$450 per calendar year | |
| Out-of-Pocket Expense (OPX) Limitation The maximum amount of money an individual contributes toward covered medical services during any one calendar year, excluding the deductible. (Elective MSA copayment, charges in excess of the Scheduled Maximum Allowance and other benefits noted below with an asterisk (*) do not apply to the out-of-pocket limitation.) Family OPX limit is a maximum of three individual OPX. | Individual: \$350 Family: \$1,050 | Individual: \$2,350 Family: \$7,050 |
| Hospital | PPO | Non-PPO |
| Inpatient Hospital Services Room allowance is based on the hospital's most common semi-private room rate. Pre-Admission Testing, Skilled Nursing Facilities, Hospice and Coordinated Home Health Care are also paid on the same basis. | 100% + | 80% + |
| Outpatient Surgery and Diagnostic Tests Includes X-rays, blood tests, CAT scans, MRIs, annual routine and diagnostic mammograms and PSA tests performed at a hospital. | 100% + | 80% + |
| Outpatient Hospital Service Including Radiation and Chemotherapy. | 100% + | 80% + |
| Hospital Emergency Medical/Accident Care Initial treatment in hospital of accidental injuries or sudden and unexpected medical conditions with severe acute symptoms. If an inpatient admission occurs, MSA must be contacted within two business days or benefits will be reduced. | 100% + after \$50 copay* | 100% + after \$50 copay* |
| Mental Health and Chemical Dependency Services (Payment for Professional Services will be based on SMA-Schedule of Maximum Allowances) | PPO | Non-PPO |
| Maximum Lifetime Benefits Mental Health & Chemical Dependency Outpatient Mental Health & Chemical Dependency (30 visits/calendar year) Inpatient Mental Health & Chemical Dependency (30 days/calendar year) Serious Mental Health Services Outpatient Mental Health (35 visits/calendar year) Inpatient Mental Health (45 days/calendar year) Are Mental Health and Chemical Dependency combined? Yes | Plan Lifetime Maximum 60%* 100%+ | Plan Lifetime Maximum 50%* 80%+* 70%* 80%+* |

| Professional Services: Payments are based on the Schedule of Maximum Allowances. PPO providers have agreed to accept the Schedule of Maximum Allowances as payment in full for covered services excluding your deductible and any co-insurance. Non-PPO providers do not accept the Schedule of Maximum Allowances as payment in full. You will be liable for any difference between the physician's charge and our payment. Applies to all physician charges. | PPO | Non-PPO |
|--|----------------------------|----------------|
| Well Adult Care (age 16 and over) Coverage for routine office visits including the exam and routine diagnostic tests received or ordered on the same day as the office visit. For out-of-network coverage, the deductible, and coinsurance apply. | 100%+ after \$20 copay* | 80% |
| Well Child Care (to age 16) Coverage for routine office visits including the exam, immunizations and routine diagnostic tests. For out-of-network coverage, the deductible, and coinsurance apply. | 100% + | 80% |
| Medical/Surgical Benefits or Inpatient Physician Services Includes radiologist's, anesthesiologist's and surgeon's charges. | 100% + | 90% + |
| Medical Care: All physician charges other than for inpatient services and outpatient surgery/diagnostic. | 80% | 70% |
| Chiropractic/Muscle Manipulation Services: | 80% | 70% |
| Independent Lab Services , including diagnostic X-ray and lab | 100% + | 90% + |
| Physical, Speech, and Occupational Therapy | 80% | 70% |
| Other Covered Services <ul style="list-style-type: none"> • Ambulance Services • Durable Medical Equipment and Prosthetics (Rental price covered up to the purchase price) • Blood and blood components • Leg, arm, back and neck braces • Private duty nursing • Oxygen (includes administration) • Surgical dressings, casts and splints • Naprapathic Services • Prescription Drugs | 80% | |

| Mail Order Prescription Drugs * | |
|---|---|
| <p>Prescription maintenance drugs paid at 100% after copayment. Provides up to a 90 day supply of maintenance drugs used on a continuous basis for treatment of chronic health conditions. Drugs must be purchased through mail order.</p> | \$20 copay * |
| Basic Provisions | |
| <p>Medical Services Advisory (MSA):</p> <p>Transplant Coverage:</p> <p>Vision:</p> <p>Dependent Eligibility:</p> <p>Coordination of Benefits:</p> | <p>Notification required prior to all elective admissions. Emergency and Obstetric Admissions: Notification required within 2 working days of admittance. If employee elects not to notify MSA Advisor or follow advice given, hospital benefits will be reduced by \$1,000.</p> <p>Cornea, Kidney, bone marrow, heart valve, heart, heart/lung, pancreas, and pancreas/kidney, muscular-skeletal or parathyroid human organ or tissues. Transplants are paid as any other condition but must have prior procedural and facility approval by MSA.</p> <p>Subscriber and all covered family members are eligible for substantial discounts on eye examinations, prescription lenses and eyewear at participating vision centers. To find the nearest location, call the Vision Care Service Center at 1-866-273-0813.</p> <p>To age 25 through June 30, 2005. As of July 1, 2005 to age 23.</p> <p>This program coordinates benefits with other group plans.</p> |
| <p>* Copayments do not apply to any out-of-pocket expense limitation. + Deductible does not apply Coinsurance amounts, except as otherwise noted, apply to the PPO Out-of-Pocket Expense Limitation. <i>Note: This sheet only highlights the general program. Specific program details are contained in the Master Policy issued to the Group.</i> Effective Date: 05/01/2005 Rev:04/26/2005</p> | |

| COMPARISON OF HEALTH INSURANCE BENEFITS |
|--|
|--|

| | <u>BLUE CROSS/BLUE SHIELD PPO PLUS PLAN</u> | <u>BC/BS HMO ILLINOIS PLAN (HMO)</u> |
|---|--|---|
| Lifetime Maximum | \$2,000,000 (applicable to all benefits) | Unlimited |
| HCA-Employer Funded | \$200 Annual | None |
| <u>HOSPITAL BENEFITS</u> | | |
| Inpatient Covered Services | 100% of the eligible charge, no deductible | Paid in full |
| Outpatient Covered Services | 100% of the eligible charge, no deductible | Paid in full |
| Outpatient Mental Service and Outpatient Substance Abuse Rehabilitation Treatment | 60% of the eligible charge | 30 days per calendar year for inpatient mental health treatment. \$20 co-pay per visit |
| Room Allowance Semi-Private | Paid in full | Paid in full |
| Private Room | Cost of most common semi-private paid toward private room. | Paid in full (when medically necessary) |
| Ancillary Charges | Paid in full | Paid in full |
| Out-Patient Emergency Care | Subject to \$50 co-pay Initial visit within 72 hours of accident/onset | Subject to \$50 co-pay Services received in a hospital emergency room |
| Out-Patient Surgery | Paid in full | Paid in full |
| <u>OTHER COVERED SERVICES</u> | | |
| Ambulance Services | 80% of the Eligible Charge Subject to \$150 deductible | Paid in full |
| Durable Medical Equipment and Prosthetics (Rental price covered Up to the purchase price) | 80% of the Eligible Charge Subject to \$150 deductible | Paid in full |
| Blood and blood components | 80% of the Eligible Charge Subject to \$150 deductible | Paid in full |
| Leg, arm, back, and neck braces | 80% of the Eligible Charge Subject to \$150 deductible | Paid in full |
| Private duty nursing | 80% of the Eligible Charge Subject to \$150 deductible | Paid in full |
| Oxygen (includes administration) | 80% of the Eligible Charge Subject to \$150 deductible | Paid in full |
| Surgical dressings, casts, and splints | 80% of the Eligible Charge Subject to \$150 deductible | Paid in full |
| Naprapathic Services | 80% of the Eligible Charge Subject to \$150 deductible | Paid in full |
| Prescription Drugs | 80% of the Eligible Charge Subject to \$150 deductible | Paid in full |

| <u>MEDICAL-SURGICAL BENEFITS</u> | <u>BLUE CROSS/BLUE SHIELD PPO PLUS PLAN</u> | <u>BC/BS HMO ILLINOIS PLAN (HMO)</u> |
|--|--|--|
| | Physician charges are based on Schedule of Maximum Allowance | Paid in full |
| Surgical Allowance | 100% Schedule of Maximum Allowance | Paid in full |
| In-Hospital Medical Visits | 100% Schedule of Maximum Allowance | Paid in full |
| Second Surgical Opinion | Paid in full | Paid in full |
| Individual Deductible | \$150 | Not applicable |
| Family Deductible | \$450 | Not applicable |
| Office Visits | *80% | \$10 co-pay per visit |
| Prescription Drugs-Retail 30-day prescription | *80% | Co-pay •\$3 Generic •\$8 Formulary •\$23 Non-formulary •\$50 Self-injectable |
| Prescription Drugs-Mail Order 90-day prescription | \$20 co-pay | Co-pay two times the retail •\$6 Generic •\$16 Formulary •\$46 Non-formulary •\$100 Self-injectable |
| Routine Examinations: | Well Adult Care 100% after \$20 co-pay Well Child Care (age 16 & over) 100% | Paid in full Including physicals deemed necessary by your Primary Physician, well-child care, pre- school, school, and pre-marital examinations |
| Diagnostic, X-ray and Lab Tests: Including Allergy Testing | 100%, no deductible | Paid in full |
| Routine Eye and Hearing Exams | Discounts at Eye Med Vision Care Network Providers (up to 20% discount on eyewear) | \$10 co-pay exams 20% discount on Eyewear |
| Outpatient Psychiatric Services | Covered at 60% (30 visits per calendar year) | \$20 co-pay (30 visits per calendar year) |
| Unmarried Dependents Eligibility | To age 25 until July 1, 2005 To age 23 after July 1, 2005 | To age 25 until July 1, 2005 To age 23 after July 1, 2005 |
| Medical Services Advisory program deduction if patient fails to receive Medical Services Advisory approval | \$1,000 | Not applicable |
| Blue Care Connection with Blue Care Advisor | Web based personal health care manager-MSA, Disease Management Ask A Nurse and Ask A Trainer | Not applicable |

*Subject to deductible and out-of-pocket expense maximum.

This document is for comparative purposes only.

INS/Compare Benefits
REV CJR 06/02/05

| |
|---|
| PREUDENT/BLUECARE DENTAL PLAN 630 COMPARISON |
|---|

BENEFITS
DENTAL PLAN 630

PREUDENT DENTAL PLAN

BLUECARE

| | | |
|---|---|---|
| Maximum Allowance | Usual & Customary fee of dentist up to \$2,000 per person, per calendar year. | Usual & Customary fee of dentist up to \$1,000 per person, per co-year. |
| Deductible No deductible | No deductible | |
| Dependent Coverage covered age student) | Dependents covered to age 23 (before July 1, 2005 covered to age 25) | Dependents 19 (23 if a full-time |
| Pre-certification of benefits and claim forms | Pre-certification required on all treatment plans in excess of \$125. Claim form required to be submitted for payment. | No claim forms |

DIAGNOSTIC—PREVENTIVE

| | | |
|--|--|--|
| 1. Dental Exams | 80% of Usual & Customary | No Charge |
| 2. Prophylaxis (cleaning) | 80% of Usual & Customary | No Charge |
| 3. Fluoride Treatment member to age 19) | 80% of Usual & Customary | No Charge (eligible (one per year) |
| 4. Emergency Treatment (Palliative) | 80% of Usual & Customary | <u>IN FULL</u> (out-of-town) 50 miles from dental center a \$25 maximum.) |
| 5. Dental X-rays | 80% of Usual & Customary (Full mouth X-ray and an additional bitewing X-ray every 36 months.) | <u>IN FULL</u> (Full mouth X-rays. Bitewing X-rays) |
| 6. Space Maintainers | 80% of Usual & Customary for persons under 19 years of age. | <u>IN FULL</u> (under 19 years of age) |

RESTORATIVE

| | | |
|--|--------------------------|----------------------|
| 1. Regular fillings—amalgams— plastic and composite | 80% of Usual & Customary | \$5.00 (per surface) |
| 2. Crowns and Inlays | | |
| a. Metal full or 3/4 | 80% of Usual & Customary | \$125.00 |
| b. Porcelain | 80% of Usual & Customary | \$125.00 |
| c. Acrylic crown | 80% of Usual & Customary | \$75.00 |
| d. Stainless steel crown | 80% of Usual & Customary | \$30.00 |

ENDODONTICS

| | | |
|-------------------------------|--------------------------|---|
| 1. Root Canal fillings (each) | 80% of Usual & Customary | 1 canal \$40.00 2 canals \$45.00 3 canals \$60.00 |
| 2. Apicoetomy | 80% of Usual & Customary | \$35.00 |

BENEFITS
DENTAL PLAN 630

PREDENT DENTAL PLAN

BLUECARE

PERIODONICS

- | | | |
|--------------------------|--------------------------|---------------------|
| 1. Osseous surgery | 80% Of Usual & Customary | \$75 (per quadrant) |
| 2. Gingivoplasty | 80% of Usual & Customary | \$75 (per quadrant) |
| 3. Muco-gingival surgery | 80% of Usual & Customary | \$75 (per quadrant) |

PROSTHETICS

- | | | |
|--|--------------------------|---------------|
| 1. Full denture—upper or lower denture) | 80% of Usual & Customary | \$175.00 (per |
| 2. Upper or lower partial denture denture) with metal lingual or palatal bar, clasps and acrylic saddle base. | 80% of Usual & Customary | \$175.00 (per |
| 3. Denture or bridge repair | 80% of Usual & Customary | \$25.00 |
| 4. Denture reline denture) | 80% of Usual & Customary | \$35.00 (per |

ORAL SURGERY

- | | | |
|---|--------------------------|------------------|
| 1. Routine extraction | 80% of Usual & Customary | \$6 (per tooth) |
| 2. Surgical removal | 80% of Usual & Customary | \$9 (per tooth) |
| 3. Removal of tooth (soft tissue impaction) | 80% of Usual & Customary | \$14 (per tooth) |
| 4. Removal of tooth (partially bony impaction) | 80% of Usual & Customary | \$18 (per tooth) |
| 5. Removal of tooth (completely bony impaction) | | \$23 (per tooth) |

ORTHODONTICS

50% of Usual & Customary to a life-time maximum of \$800. Limited to dependents under age of 19.

Limited to one two-year course of treatment per eligible child to age 19-\$1,050.

FAILED APPOINTMENTS

Does not apply

Patient pays \$5.00

PRECIOUS METALS (if used patient.

Included in prosthetic payment (if approved).

Dentist cost paid by

This document is for comparative purposes only.

INS

Rev 6/02/05

**APPENDIX B – AVERAGE NUMBER OF PUPILS ASSIGNED
PER DEPARTMENT (PARITY)**

| Department | Number of Pupils |
|---|-------------------------|
| Art..... | 25 |
| Business Education..... | 27 |
| Driver Education..... | 27 |
| English..... | 25 |
| English as a Second Language/Bilingual/Sheltered..... | 25 |
| Family and Consumer Sciences..... | 25 |
| Health..... | 27 |
| Industrial Technology..... | 25 |
| Mathematics..... | 27 |
| Modern Language..... | 26 |
| Music..... | 35 |
| Physical Education..... | 37 |
| Science..... | 25 |
| Social Studies..... | 27 |

APPENDIX C –EXTRACURRICULAR PAY PERCENTAGES

ATHLETICS

Badminton:

| | |
|-----------------------------|----|
| Head Varsity | 9% |
| Assistant Varsity (JV)..... | 7% |

Baseball:

| | |
|-------------------------|-----|
| Head Varsity | 12% |
| Assistant Varsity | 9% |
| Sophomore | 8% |
| Freshman..... | 8% |

Basketball (Boys):

| | |
|-------------------------|------|
| Head Varsity | 12% |
| Assistant Varsity | 9% |
| Sophomore | 8.5% |
| Freshman..... | 8.5% |

Basketball (Girls):

| | |
|-------------------------|------|
| Head Varsity | 12% |
| Assistant Varsity | 9% |
| Sophomore | 8.5% |
| Freshman..... | 8.5% |

Bowling (Girls):

| | |
|--------------------|----|
| Head Varsity | 9% |
| Assistant(s)..... | 7% |

Cross Country (Boys):

| | |
|--------------------|----|
| Head Varsity | 9% |
| Frosh/Soph | 7% |

Cross Country (Girls):

| | |
|--------------------|----|
| Head Varsity | 9% |
| Assistant(s)..... | 7% |

Football:

| | |
|---------------------------|------|
| Head Varsity | 12% |
| Assistant Varsity | 9% |
| Head Sophomore..... | 9% |
| Assistant Sophomore | 8.5% |
| Head Freshman | 9% |
| Assistant Freshman | 8.5% |
| Trainer..... | 8.5% |

Golf:

| | |
|------------------|----|
| Head | 9% |
| Frosh/Soph | 7% |

Gymnastics (Boys):

| | |
|----------------------|-----|
| Head Varsity | 11% |
| Junior Varsity | 9% |
| Freshman..... | 8% |

Gymnastics (Girls):

| | |
|-----------------------|-----|
| Head Varsity | 11% |
| Junior Varsity 1..... | 9% |
| Junior Varsity 2..... | 8% |

Soccer (Boys):

| | |
|-----------------------------|-----|
| Head Varsity | 11% |
| Assistant Varsity (JV)..... | 9% |
| Sophomore | 8% |
| Freshman..... | 8% |

Soccer (Girls):

| | |
|-----------------------------|-----|
| Head Varsity | 11% |
| Assistant Varsity (JV)..... | 9% |
| Sophomore | 8% |
| Freshman..... | 8% |

Softball:

| | |
|-------------------------|-----|
| Head Varsity | 12% |
| Assistant Varsity | 9% |
| Junior Varsity..... | 8% |
| Freshman..... | 8% |

Swimming (Boys):

| | |
|--------------------|-----|
| Head Varsity | 11% |
| Sophomore | 9% |
| Diving | 8% |

Swimming (Girls):

| | |
|--------------------|-----|
| Head Varsity | 11% |
| Sophomore | 9% |
| Diving | 8% |

Tennis (Boys):

| | |
|--------------------|----|
| Head Varsity | 9% |
| Sophomore | 7% |
| Freshman..... | 7% |

Tennis (Girls):

| | |
|--------------------|----|
| Head Varsity | 9% |
| Sophomore | 7% |
| Freshman..... | 7% |

Track & Field (Boys):

| | |
|---|-----|
| Head (indoor and outdoor)..... | 12% |
| Assistant(s) (indoor and outdoor) | 9% |
| Head (outdoor only)..... | 11% |
| Assistant(s) (outdoor only) | 8% |

Track & Field (Girls):

| | |
|---|-----|
| Head Varsity (indoor and outdoor)..... | 12% |
| Assistant(s) (indoor and outdoor) | 9% |
| Head (outdoor only)..... | 11% |
| Assistant(s) (outdoor only) | 8% |

Volleyball (Boys):

| | |
|-------------------------|-----|
| Head Varsity | 11% |
| Varsity Assistant | 9% |
| Junior Varsity..... | 8% |
| Freshman..... | 8% |

Volleyball (Girls):

| | |
|-------------------------|-----|
| Head Varsity | 11% |
| Varsity Assistant | 9% |
| Sophomore | 8% |
| Freshman..... | 8% |

Wrestling:

| | |
|------------------------|-----|
| Head Varsity | 12% |
| Junior Varsity 1 | 9% |
| Junior Varsity 2..... | 8% |
| Freshman..... | 9% |

NOTE: The goal will always be to have separate coaches for separate sports. In those instances where it is impossible to obtain a second coach and an individual agrees to coach two of the same sports at the same time, the individual agreeing to take on that load will be paid 1.5 times the percentage authorized for the position. (For example, if one coach is the head coach of both boys and girls cross country, the coach would be paid on the following formula: $9\% \times 1.5 = 13.5\%$.)

CLUBS AND ACTIVITIES

| | |
|---|--|
| Announcer | \$55/game |
| Art Club | 1% |
| Athletic Activity Coordinator | 10% |
| Bus Chaperone | \$55/game |
| Business Professionals of America | 2% |
| *Chamber Choir | 5% |
| Chaperone H or A/Faculty | \$55/game |
| *Cheerleading: | |
| All Year Varsity | 10% |
| All Year Assistant(s) | 8% |
| Football Varsity | 4% |
| Basketball Varsity | 6% |
| Football Assistant | 4% |
| Basketball Assistant | 4% |
| *Chess | 4% |
| *Chess Assistant | 3% |
| Computer Internet Club | 1% |
| Computer Repair | \$35/hour |
| Concession | \$55/game |
| Constitution | \$20/hour |
| Creative Writing Club | 1% |
| Dance Chaperone | \$55/dance |
| Dance Club | 1% |
| *Debate Assistant | 7.25% |
| Debate Judges | (mileage reimbursement if using own car) |
| | \$55 (half day) |
| | \$95 (full day) |
| *Debate Varsity | 10.25% |
| *District Musical | |
| Director | 8.5%/show |
| Technical Director | 7%/show** |
| Vocal Director | 8%/show |
| Conductor/Musical Director | 5.5%/show |
| Choreographer | 6%/show |
| Lighting Designer | 4%/show |
| Costumer | 4%/show |
| Production Assistant | 3%/show |
| Accompanist | 2.5%/show |
| Ticket Taker | \$55/show |
| Ticket Seller | \$55/show |
| *District Musical Revue | |
| Director | 6%/show |
| Vocal Director | 4%/show |
| Conductor/Musical Director | 4%/show |
| Choreographer | 4%/show |
| Lighting Designer | 3%/show |

| | |
|--|---|
| Costumer | 3%/show |
| Production Assistant | 3%/show |
| Drama | |
| Director - Major | 6%/show |
| Director – Minor (any IHSA competition or in house performance)..... | 4%/show |
| Vocal Director-Major..... | 4%/show |
| Choreographer..... | 4% show |
| Lighting - Major..... | 4%/show |
| Costumer - Major | 4%/show |
| Production Assistant - Major | 3%/show |
| Technical Director - Major | 5%/show** |
| Technical Directors - Minor..... | 2%/show** |
| Ecology | 2% |
| Engineering Club (i.e. Rube Goldberg Comp., etc)..... | 1% |
| Exchange Program | 1% |
| FCCLA..... | 2% |
| Fern Award Sponsor | 1% |
| Field House Supervisor..... | \$20/hour |
| Film Critics Club..... | 1% |
| Fine Arts Chair..... | 6% |
| Football | |
| Down Box Person | \$55/game# |
| Video Tape Person..... | \$55/game# |
| *Forensic Assistant | 7.25% |
| Forensic Judges | (mileage reimbursement..... \$55 (half day) |
| | if using own car)..... \$95 (full day) |
| *Forensic Varsity | 10.25% |
| French Club..... | 1% |
| French Honor Society | 1% |
| Freshman Class Sponsor | 4% |
| Future Educators of America | 1% |
| *Game Pep Band..... | \$55/game |
| Gardening Club..... | 1% |
| GraceNotes..... | 1% |
| Homebound Tutoring..... | Summer School Pay |
| If It Has Wheels | 1% |
| Industrial Technology Engineering Club..... | 1% |
| Intramural Coordinator | 5%/year |
| Interact..... | 1% |
| International Thespian Society | 1% |
| Italian Club..... | 1% |
| Jazz Band | 5%/year |
| Junior Class Sponsor..... | 5% |
| Key Club | 1% |
| “L” Club..... | 2% |
| Leo’s | 1% |
| Leyden Players..... | 1% |
| Leyden Sports Academy Director..... | 1% |

| | |
|--|------------------------|
| *Marching Band, Color Guard, Majorettes | 12% |
| *Marching Band, Color Guard, Majorettes Assistant..... | 8% |
| *Math Team Head Coach | 4%/year |
| Math Team Assistant Coach | 3%/year |
| Men's Chorus..... | 1% |
| Mission Possible Coordinator | 1% |
| Model United Nations..... | 1% |
| M.H.O. | 2% |
| National Honor Society..... | 3% |
| National Technical/Vocational Honor Society | 1% |
| Newspaper Advisor..... | 6% or 1 Release Period |
| Official | \$55/game |
| On Common Ground/SAGA..... | 1% |
| *Orchesis Assistant..... | 4% |
| *Orchesis Varsity..... | 6% |
| *Orchesis Artistic Director | 8% |
| Orientation | \$55/1/2 day |
| | \$110/full day |
| Pan Am Club..... | 1% |
| Peer Mediation | 2% |
| Photo Club | 1% |
| *Pom Pon Assistant | 4% |
| *Pom Pon Varsity | 6% |
| Pond & Aquarium Club | 1% |
| Pre-School Preparation | \$35/1/2 day |
| | \$70/full day |
| (Subject to administrative approval. Industrial Technology, Science, and Family and Consumer Sciences are eligible.) | |
| Principia | 1% |
| *Prizewrite | 1% |
| Production Assistant | 1.5%/year |
| Production Printing | \$25/hour |
| Publicity | 5% or 1 release period |
| PULSE/SHARE | 1% |
| Recycling Program..... | 1% |
| Reading Club | 1% |
| Role Playing Club..... | 1% |
| S.A.D.D..... | 3% |
| Safe Celebration Coordinator | 1% |
| *Scholastic Team..... | 11% |
| *Scholastic Team Assistant | 8.5% |
| Scholastic Team Moderator/Reader..... | \$55/game |
| Scholastic Team Tournament Director | \$170/tournament |
| Scorer | \$55/game |
| Senior Class Sponsor | 5% |
| Skate Club..... | 1% |
| Skills-USA | 2% |
| Sign Language Club..... | 1% |
| Ski and Snowboarding Club | 1% |

| | |
|---|------------------------|
| Snowball | 2% |
| Snowflake | 1% |
| Social Studies Seminar | 1% |
| Social Club..... | 1% |
| Songwriting Club..... | 1% |
| Sophomore Class Sponsor | 4% |
| Spanish Club | 1% |
| Spanish Honor Society..... | 1% |
| Special Olympics-Basketball/MMI | 2% |
| Special Olympics-Basketball/LIFE | 2% |
| Special Olympics-Track/Gymnastics..... | 2% |
| Spotters | \$55/game |
| Stage Band | 4% |
| Stitching Club | 1% |
| Stained Glass Club..... | 1% |
| Student Council..... | 7% or 1 release period |
| Student Activity Director..... | 1 Release Period |
| Student Leaders..... | 1% |
| Swing Choir | 5% |
| Theatre Guild-Leyden Players | 1% |
| Thinkquest..... | 1% |
| Ticket Manager | \$55/game |
| Timer..... | \$55/game |
| Urban Adventure Club..... | 1% |
| Varsity Athletic Scouting (no expenses) | \$30/assign. |
| 2 coach limit, football | |
| 1 coach limit, all other sports | |
| Video Game Club | 1% |
| *Wrestling Boosters..... | 1% |
| Youth and Government..... | 1% |

All other current clubs or Superintendent approved clubs will be paid at 1%. All percentages are per person per campus unless noted with an asterisk (*) which indicates district activity.

(#The announcer and down box staff at the sophomore/varsity football contest will be paid \$55 for each game or a total of \$110 for Friday or Saturday contests. All other \$55/game references are for the entire event. The administrator in charge of an event can exceed the \$55 pay rate for events that take an exceptional amount of time.

(**Void if the district is able to hire a salaried technical director.)

APPENDIX D –MEMORANDUMS OF UNDERSTANDING

SICK LEAVE/RETIREMENT AGREEMENT

The Board of Education (the "Board") of Leyden Community High School District 212, Cook County, Illinois (the "School District") and the Leyden Council of the West Suburban Teachers' Union Local 571 (the "Union") agree as follows with respect to 2006 retirees under Plan B in Article XI Section 18 of the July 1, 2000 through June 30, 2004 collective bargaining agreement, as continued by the August 10, 2004 agreement (collectively the "Agreement") between the Board and Leyden Council:

1. 2006 Plan B Retirees shall receive additional sick leave equal to the difference between 360 (the number of teacher work days in the 2004-2005 and 2005- 2006 school terms) and the total number of sick leave days which the teacher has accumulated in the School District, including any sick leave days earned for the 2004- 2005 and 2005-2006 school terms, under Article X Section 1 of the Agreement. The sick leave granted under this section shall be available for actual use on the same basis as sick leave earned under Article X Section 1, except that the accumulation limitation of Section 1 is not applicable.

2. The sick leave granted under paragraph 1 above shall not be available for compensation under Article XI Section 19 B. 1) of the Agreement. However, sick leave accumulated under Article X Section 1 of the Agreement is available for use under Article 11 Section 19 B. 1), to the extent not used for service credit through the Illinois Teachers Retirement System ("TRS").

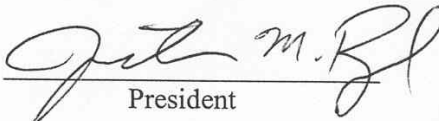
3. This agreement is contingent on recognition by TRS that the sick leave granted under paragraph 1 above, if unused at the time of retirement and not otherwise compensated by the Board, will be treated by TRS as creditable service.

4. This agreement shall be deemed dated and become effective on the date and the last of the duly authorized officers of the parties signs as set forth below:

BOARD OF EDUCATION OF
LEYDEN COMMUNITY HIGH
SCHOOL DISTRICT 212, Cook
County, Illinois

LEYDEN COUNCIL OF THE
WEST SUBURBAN TEACHERS'
UNION LOCAL 571

By:  8/19/04
President

By: 
President

Attest:  8/19/04
Secretary

Attest: 
Secretary

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A

| | |
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