

**AGREEMENT BETWEEN
THE BOARD OF EDUCATION**

of

**MENDOTA TOWNSHIP
HIGH SCHOOL DISTRICT 280**

and

THE MENDOTA EDUCATION ASSOCIATION

**2009-2010
2010-2011
2011-2012**

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ARTICLE I

PARTIES AND DEFINITIONS

A. Recognition

The Board of Education of District 280, LaSalle, Bureau and Lee Counties, Mendota, Illinois, hereinafter referred to as the "Board," recognizes the Mendota Education Association, affiliated with IEA and NEA, hereinafter referred to as the "Association," as the exclusive and sole negotiating agent for all regularly employed certificated teaching personnel except the superintendent, principal(s) and other central office administrative staff, aides and substitutes.

B. Part-Time Teachers

Part-time teachers shall be included in the bargaining unit except that apportionable compensation and leave benefits shall be extended on a pro-rata basis. Leave fractions resulting shall be rounded to the lowest whole number.

C. Definition of Terms

The term "teacher," when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as determined in Paragraph "A" above.

D. Exclusive Right to Recognition

The provisions granted herein to the Association shall not be granted to any other competing employee organization during the term of the Agreement.

E. Substitutes

Fully certificated substitute teachers who are regularly employed on a full day basis for more than ninety (90) consecutive school days in the same position shall become part-time teachers at that time and accorded those benefits specifically applicable to part-time teachers by this Agreement.

F. Extra-Curricular Stipulation

Any extra-curricular or extra-duty position shall first be posted at bargaining unit sponsored locations which would include but not be limited to Groupwise messaging. Teachers employed by the district will get initial consideration for the position, as this assignment is an excellent time to build another communication opportunity with students outside the classroom.

The candidate of choice shall be the person considered more or most qualified by the district. In making a recommendation in this regard the administration shall consider generally recognized criteria within the profession for evaluating candidates for such positions.

If the position has been posted for members of the bargaining unit and either because of lack of interest or lack of said qualifications as unilaterally determined by the administration, it shall be opened up to any other applicants.

If the position is ultimately not granted to a teacher hired by the district then the position shall be posted at any other off-campus locations deemed appropriate by the administration. In that circumstance, the district will follow the same procedure set forth above, but for non-district personnel.

ARTICLE II

DISTRIBUTION OF INFORMATION AND FILES

A. Right to Organize

Teachers shall have the right to organize or join the Association and to participate in professional negotiations with representatives of the Board through representatives of their own choosing.

B. Association Notice of Board Meetings

The President of the Association or his/her designee shall be given written notice of any regular or special meeting of the Board, together with a copy of the agenda or statement of purpose of such meeting at least twenty-four (24) hours prior to the scheduled time for such meeting.

C. Right to Agendas - Materials

The Board shall provide to currently designated Association members at least two (2) copies of all public information which is distributed to Board members. The copies shall be distributed to the designated members at the same time the Board members receive their copies. If the information is not available prior to the Board meeting, at least two copies shall be made available to Association members in attendance at the Board meeting. If no Association member is present, two copies of the information will be sent to the Association President.

D. Association Minutes

The Superintendent shall be given a copy of the agenda of any regular or special meeting of the Association and two (2) copies of the minutes to said meeting shall be distributed to the Superintendent as soon as they are available to the Association membership.

E. Teacher Input

The Board and Association agree that teacher input on revisions of school district boundaries, district tax rates, large building projects, day schedule, substantial budgetary changes and curriculum revision is desirable. This input may take the form of written or verbal communications presented at Board meetings prior to adoption. It is understood that the Board has legal authority and responsibility in these matters and that teacher input is advisory.

F. Contract Distribution

Within thirty (30) days of ratification of the substantive agreement, the Board shall have sufficient copies prepared and delivered to the Association for its distribution to each teacher in the District.

G. Right of Representation

When an employee is required to appear before the Board or Superintendent concerning any matter which could lead to his/her dismissal, the employee shall be entitled to have a representative of the Association present. Further, when an employee is required to appear before the Board, the employee shall be notified in writing.

H. Personnel File

Each teacher shall have the right during regular District business hours to review the contents of his/her personnel file, provided the time of such review does not conflict with said teacher's teaching duties. A representative of the Association at the teacher's request may accompany the teacher at this review. A representative of the Administration may be present at the review. Legally confidential material will not be included in the personnel file. Materials related to discipline or re-employment may not be placed in the teacher's personnel file without giving the teacher an opportunity to place a written response to this material in said file.

I. **Non-Anonymous Complaints**

Any non-anonymous complaint by a parent, student or guardian about a teacher's teaching performance deemed significant by the administrator receiving the complaint, shall be reported to the teacher. Such complaints shall be channeled through the administrative staff and teacher, and only investigative action shall be initiated by the administration until a conference with the teacher has been established. No teacher shall be required to appear at a Board meeting without having received at least forty-eight (48) hours prior notification of the specifics of the complaint and his right to have representation at the meeting. No teacher shall be required to forfeit his/her right to have the complaint discussed in open session of the Board meeting. The teacher, at his/her request, may have Association representation at any of the above conferences.

J. **Complaints - Personnel File**

If parents do not attend a staff conference resulting from formal complaints, any and all allegations made by students or parents must be placed in writing (by the parent, student or administrator) or omitted from any formal charges, reprimands, or evaluations placed in the teacher's personnel file. If placed in writing, the teacher shall have the right to respond in writing to any and all such complaints.

ARTICLE III

TEACHING CONDITIONS - NOTIFICATION

A. Calendar

The Board shall set the calendar which shall not exceed one hundred seventy-six (176) pupil attendance days, four (4) institute days and five (5) emergency days. Because of the Board's willingness that teachers not work unused emergency days, the Association agrees that if an act of God or mechanical failure causes the Board to extend the school term beyond the agreed closing date in order to meet the minimum legal school term, the teachers will work without payment of a proportionate additional salary until the minimum term has been completed. Upon the conclusion of first semester exams, the calendar shall reflect one full workday to determine grades and prepare for the second semester. This day may include a faculty meeting of no longer than three hours.

B. Workday

The teacher's scheduled day shall be as follows:

Teacher Reports	8:00 a.m.
Teacher Day Ends	3:40 p.m.

The scheduled day of teachers who teach early bird classes will be no longer than the scheduled day of other teachers.

It is the teacher's responsibility to remain for a sufficient period after the close of the teacher school day to attend to those matters which properly require attention at that time, including consultation with parents when scheduled directly with the teacher. On Fridays or days preceding holidays or vacation, or days when school is dismissed early due to weather conditions, the teacher day shall end ten (10) minutes after the close of the pupil day except on scheduled School Improvement, Teacher Institute, and Spring Final Exams when teachers are expected to stay until 3:00 PM.

Any teacher seeking to leave prior to the close of the work day shall sign out with the secretary in the Business Office. If the Administration believes that a teacher who has signed out early was unjustified in doing so he or she will speak to the President of the Union about the matter. The President of the Union will then speak to the applicable teacher within a timely manner using his or her best efforts to convince the teacher to refrain from violating this provision.

In the event that the administration believes the union's efforts to prevent violation of this provision are unsuccessful the administration shall discipline employees. The district shall use progressive discipline in the violations of this section, barring unusual circumstances

Notification of the request to leave early shall be given to the appropriate Administrator at least twenty-four (24) hours prior to the requested time, if possible.

C. Staff Dress Code

Staff members will wear professional attire defined as the following business casual:

Men—Acceptable	Women—Acceptable
Casual shirts with collar, including golf shirts	Casual shirts, including dress t-shirts
Banded collar shirts	Golf-style shirts
Cotton twill pants	Cotton twill pants
Deck shoes or casual shoes or other presentable shoes	Capri pants
	Casual shoes, deck shoes, or other presentable shoes, or sandals
	Women—Unacceptable
Men—Unacceptable	Tank tops, athletic tops, t-shirts
T-shirts	See-through or low-cut blouses or sweaters
Tank tops	Tops that expose undergarments
Sweatshirts	Denim pants (blue jeans, etc.)
Denim pants (blue jeans, etc.)	Shorts or skorts
Shorts	Short skirts
Overalls	Overalls
Flip flops	Flip flops
Physical Education Teachers—Acceptable	
Shorts, running suits, collared shirts, banded collars (t-shirts under outerwear acceptable). Hooded sweatshirts available outside.	
**Lab coats will be provided by MHS for science, industrial tech, and art teachers to be worn during instructional time if needed.	

Staff members not appropriately or professionally attired will be asked to change and not wear inappropriate attire again. Subsequent occurrences will result in progressive discipline.

Business Casual dress does not apply to teacher institute days, afternoons of early student release days, and summer school. Dress code is intended to be in effect during student attendance days and parent-teacher conferences. Exceptions based on Administrative approval.

D. Internal Substitution

If there is a lack of a substitute teacher, volunteers will be solicited from a volunteer list. If no volunteer is available, teachers may be assigned to a classroom, but not to a study hall, on a rotating basis not to exceed one (1) period per teacher per week. Teachers so assigned shall be given 24 hours notice of such an assignment, unless an emergency situation prohibits this. Any teacher who accepts a class which requires him/her to forfeit his/her preparation period shall be compensated at the rate of:

- Twenty-Three Dollars (\$23.00) per period for the 2009-2010 year;
- Twenty-Four Dollars (\$24.00) per period for the 2010-2011 year;
- Twenty-Five Dollars (\$25.00) per period for the 2011-2012 year;

A full-time teacher who substitutes for a class shall be paid at the pro-rata substitute teacher rate for substituting nine or less consecutive days. After the full-time teacher has substituted nine consecutive days for that class, the teacher will be paid at one-tenth of his or her salary rate, retroactive to the first day the teacher began substituting. The district agrees that it will not arbitrarily terminate the internal substitution before the tenth (10th) day to avoid paying the substituting teacher the retroactive pay and will not consider whether the teacher's substitution will exceed ten (10) days in continuing or ending the substitution assignment.

E. Teaching Load

The normal teaching load commencing in the 1998-99 school year shall not exceed six (6) teaching periods per day. Assignments to a study hall shall be considered a teaching period unless there is extra-duty pay for this assignment. Unless the job description states otherwise, all teachers shall have two (2) preparation/conference periods per day unless they have an extra-duty assignment during that period. A teacher shall not be assigned involuntarily to more than a normal teaching load.

Beginning in the 2009-2010 school year, an additional period (8th period), will meet from 2:55-3:30 PM Monday through Thursday. All certified staff will be assigned a specific duty as suggested in the Employee Handbook. Administration has the right to cancel 8th period. On days preceding holidays or vacation, or days when school is dismissed early due to weather conditions, the teacher day shall end ten (10) minutes after the 2:51 pupil dismissal day. Teachers who have submitted a letter of retirement notice will not be assigned period 8 duties.

F. Athletic Director

Effective July 1, 2010, the athletic director will be held by an employee with a Type 75 certificate.

The athletic director will teach no more than two sections per semester. The athletic director will be given one period of preparation for his/her teaching duties per semester. The rest of the athletic director's day will be dedicated for athletic director duties. The athletic director is not eligible to assume a study hall nor is he/she eligible to coach any sport.

The athletic director will remain a member of the bargaining unit as long as he/she is teaching at least one section. The athletic director will receive 100% of the appropriate pay per the teacher salary schedule in addition to additional compensation to be negotiated between the athletic director and Board of Education for duties outside the regular contract.

G. Summer School/Extra Instructional Duty Assignment and Compensation

Summer school teaching assignments will be considered in the following order:

1. Full-time district teachers;
2. Part-time district teachers;
3. Out-of-district teachers.

Extra instructional duties that result in compensation that fall outside the contract will be posted by administration. If there is no interest, the administration may seek to fill the position with instructors from outside the bargaining unit. Extra duty pay (excluding summer school) shall be paid at the internal sub rate.

H. Lesson Plans

Teachers shall prepare weekly lesson plans. The teacher's plan book shall be left in a place known to and accessible to the Principal before the teacher leaves the building on the last school day of each week.

I. Notice of Assignments

A teacher shall be given written notice of his/her teaching and extracurricular assignments as defined in Appendix A and Appendix B for the forthcoming year no later than ninety (90) days, or as soon as possible, preceding the first day of the new school term. If changes in assignments are considered, the teacher affected shall be notified promptly and consulted. A teacher's assignment will not be changed within thirty (30) days or less before the start of each semester, or within the first week after the start of the semester, unless the situation

warrants, such as in the case of an emergency which includes, but is not limited to, resignation, long-term leave of absence, or long-term disability.

J. Requisitions

Each instructional staff member shall be given the opportunity to submit requisitions for instructional material and supplies for the following school term. The staff member making the requisition shall be informed if those supplies cannot be made available to him/her. Teachers new to the District shall be instructed concerning the requisition procedures at the time of employment or at a time early in the school term.

K. Bomb Threats

Teachers shall not be required to search for bombs. Nothing herein shall prevent administration from soliciting volunteers.

L. Pupil Discipline

Where a student is referred to an administrator for discipline, the administrator shall inform the referring teacher of the result of the action or inaction taken by the administrator.

M. Seniority - Reduction in Force

The Board shall comply with Illinois School Code Seniority-Reduction in Force requirements, *Illinois School Code 5/24-11, 12, 12.1*, for the life of this Agreement. Should such seniority-reduction in force statutes be repealed during the life of this Agreement, the School Code language cited above in force as of August 15, 1994, shall be incorporated into and become a part of this agreement to the extent the same does not violate the Savings Clause contained herein.

In addition to the state statute, the following tie-breaking provisions will apply:

- (1) If district seniority is equal (see Exhibit C for the Seniority List), years experience outside the District will determine.
- (2) If both factors are equal, the greater number of educational credit hours over B.S. will determine.
- (3) If all the above are equal the Board will determine by a flip of a coin.

N. Horizontal Movement on the Salary Schedule for Undergraduate Courses

Generally horizontal movement on the salary schedule will not be granted for undergraduate courses unless they are part of a pre-approved graduate program leading to a Master's degree or PhD; except that, horizontal movement for undergraduate coursework in Spanish coursework will be granted.

However, where the district requests a teacher to take undergraduate courses in order to obtain additional teaching endorsements, the employee will receive credit towards horizontal movement on the salary schedule for such undergraduate course work.

O. Tuition Reimbursement

On an annual basis the Board shall make available the amount of eight thousand dollars (\$8,000) in each year of the contract for reimbursement for post-graduate courses which are in a graduate program leading to a Master's degree or PhD, pre-approved by the Superintendent or designee.

Undergraduate coursework in the area of Special Education shall also be considered eligible for tuition reimbursement, pre-approved by the Superintendent or designee.

Any coursework which is taken at the specific request of the administration – be it undergraduate, graduate, or post-graduate level – shall also be considered eligible for tuition reimbursement.

Reimbursement shall be at the rate of \$100.00 per credit hour which amount shall be paid after said course has been successfully completed and the teacher has been awarded a final grade of "B" or higher, and to the extent the teacher has not been fully reimbursed from some other source for the tuition.

The maximum number of credit hours per teacher per school year for reimbursement shall be nine (9) and the reimbursement shall be prorated if approved requests exceed the amount of money available.

ARTICLE IV
LEAVES

A. Sick Leave

Each teacher shall be entitled to a total of twenty (20) sick leave days in first year of employment and eleven (11) days per year after. Tenured teachers who do not use any sick or personal days, or any part thereof, during the year will be granted two (2) additional sick days to be applied to their accumulated total. Accumulation shall be unlimited. Teachers may be excused on account of serious illness of a member of the teacher's immediate family. For this purpose, the immediate family is defined as including father, mother, father/mother-in-law, brother, sister, brother/sister-in-law, wife, husband, child, grandchild, grandmother, grandfather, or other person who the District, in its discretion, deems from circumstances would be considered a member of the immediate family. Such absence shall be charged against the teacher's accumulated sick leave. Teachers shall be notified of unused sick leave at the beginning of each school year. A teacher upon leaving the district will be given credit for all unused and uncompensated sick leave days up to the current maximum allowable number for TRS service credit.

B. Bereavement Leave

Bereavement leave of three (3) days shall be granted for each case where death has occurred in the immediate family. An additional two (2) days shall be granted for the death of a parent, spouse, child or grandchild. The leave shall not affect sick leave benefits. Additional days will be charged to leave days. Members of the immediate family shall be defined as and include: parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers/sisters-in-law, and legal guardians.

A teacher shall be granted bereavement leave, the length of which shall be determined by the administrator, upon the death of a close personal friend or other person who the administrator in his or her discretion, deems from circumstances would be considered a member of the immediate family. Such absence shall be charged against the teacher's accumulated sick leave.

C. Leaves for Part-Time Teachers

All part-time employees shall earn and be granted sick leave days on the following basis:

(Number of sick days which would have been accumulated had the employee worked full-time) x (percent of day worked) = (number of days accumulated)

Bereavement days will be granted pursuant to the same formula. If the percentage of days worked changes, earned sick days will still not be changed, regardless of length of assignment.

D. Leave for IEA-NEA Officers

A leave of absence of up to two (2) years without pay shall be granted to any teacher, upon application, for the purpose of serving as an officer of the Association or as a staff member of the Illinois Educational Association or the National Education Association.

E. Professional Leave

Each teacher, teaching any portion of the school day on a regular basis, shall be entitled to leave with full pay to attend a convention, conference, meeting, workshop relating to his/her teaching field, or for visitations to other schools. Applications for such leave shall be submitted to the Superintendent. Additional professional leave may be granted with the Superintendent's approval.

Each teacher, teaching any portion of the school day on a regular basis, shall be entitled to leave with full pay to attend and/or to present at a convention, conference, meeting, or workshop related to his/her teaching field, or for visitations to other schools pursuant to current Board practice and policy.

Where a teacher receives an honorarium or payment for work at a convention, conference, meeting or workshop for which the teacher has been granted professional leave with full pay, the parties agree that the following formula will be applied:

- The teacher shall deduct from the honorarium all out-of-pocket expenses such as, but not limited to, gas, photocopying charges, and tolls. These expenses will be itemized on the district's reimbursement form.
- The balance of the compensation will be equally split between the district and the teacher.

F. Leave

A teacher, teaching any portion of the school day on a regular basis, shall be permitted to leave for important personal reasons other than illness, subject to the prior approval of the Superintendent except in cases in which the emergency nature of the situation makes prior approval impossible, except as specified in Article VI, Paragraph U, with no deduction in salary. In no case shall this leave be used to provide or extend a vacation. In emergency situations, where prior approval is not possible, the administration will determine whether a salary deduction will be made. Reasons for the absence must be made as soon as possible. Such leave days will be charged against the teacher's accumulated sick leave.

G. Association Leave

In the event the Association desires to send representatives to local, state, or national conferences, these representatives shall be excused without loss of salary, providing the Association reimburses the District for the cost of the substitute(s) for any aggregate number of days exceeding six (6) in any school term used for such purposes and that a written request for leave has been submitted to the Superintendent. In no case may more than 50% of a departmental staff be absent for this purpose. No more than eight (8) days will be approved in a given school year. (The exception is if a bargaining unit member becomes I.E.A. regional chairperson, that individual will be allowed, for his/her own use while chairperson, ten (10) additional days of Association leave per year, provided, however, that the Association reimburses the Board for the cost of the substitute teacher.)

H. Leave of Absence Without Pay

Any teacher may apply for a leave of absence without pay. Approval or denial of such leave shall be at the sole discretion of the Board. Approved leaves shall not exceed one (1) year in duration. Teachers desiring parental or child-rearing leave may apply for same, subject to the above.

I. Leave of Absence Without Pay - Benefits

Teachers on approved leaves of absence may retain insurance coverage while on leave provided such teachers reimburse the District for the cost of the insurance premium.

J. Family and Medical Leave

Eligible employees may use unpaid family and medical leave, guaranteed by the federal Family and Medical Leave Act, for up to a combined total of 12 weeks for each year. The year shall be defined as the period of time beginning with the first day of school for students in any academic year and ending with the day before the first day of school for students in the following academic year.

Other available paid vacation, personal or family leave may be substituted for family and medical leave necessitated by birth, adoption/foster care placement, or a family member's serious health condition. Other available paid vacation, personal or sick leave may be substituted for family and medical leave necessitated by a family member's or employee's own serious health condition. Any substitution allowed by this section will not count against the employee's family and medical leave entitlement. The district will pay family leave or sick leave only under circumstances permitted by the applicable leave plan. Use of family and medical leave shall not preclude the use of other applicable unpaid leave that will extend the employee's leave beyond 12 weeks, provided that the use of family and medical leave shall not serve to extend such other unpaid leave.

Family and medical leave is available in one or more of the following instances:

1. The birth and first year care of a son or daughter;
2. The adoption or foster placement of a child;
3. The serious health condition of an employee's spouse, parent, or child; and
4. The employee's own serious health condition.

Employees may take an intermittent or reduced-hour family and medical leave when the reason for the leave is 3 or 4 above, within certain limitations provided by law.

K. Personal Leave

Two days each year will be granted to each teacher for personal leave. If a teacher does not need to use the personal leave days, the personal leave days will become unused sick leave days at the end of that school year and be credited to his / her accumulated sick leave. The use of a personal day is subject to the following conditions:

- 1) Personal leave shall not be granted on a teacher employment day which is during the two work days immediately preceding or following a school vacation, holiday, or summer recess period, nor on any scheduled in-service or institute day.
- 2) Notification of leave must be given to the principal 48 hours prior to the leave.
- 3) Leave shall not be taken during the first and last week of the school year.

In extraordinary and exceptional circumstances the superintendent may grant personal leave outside the foregoing limits at his or her sole discretion and any such action shall not be appealable or precedential in any respect.

ARTICLE V
EVALUATION PROCEDURE

A. Procedural Objectives

The parties agree the primary objective of teacher evaluation is to improve the quality of instruction. The parties recognize the importance and value of a procedure for assisting and evaluating the programs and success of all teachers.

B. Full Knowledge

All formal classroom observations shall be conducted with the full knowledge of the teacher.

C. Notification

Before the teacher is evaluated, the qualified evaluator shall acquaint each teacher with the evaluation procedure.

D. Informal Observation

Any in-school observations which are to be used to evaluate the teacher shall be reduced to writing, and within fifteen (15) teacher work days following the in-school informal observation, shall be discussed with the teacher. A copy of the written compilation shall be given to the teacher. The teacher has all rights to respond as identified in Paragraph K.

E. Required Observations - Probationary Teachers

All first year probationary teachers shall be formally evaluated at least three (3) times during his/her first year of employment with the District. All non first year probationary teachers may be formally evaluated at least three (3) times during each probationary year.

At least one of the evaluations must occur during each semester. There shall be at least two (2) work-day periods between each formal evaluation unless otherwise requested by the teacher. The administration shall, upon request of the probationary teacher, and within twenty (20) school days of the evaluation conference, provide a follow-up evaluation by both the original evaluator and another evaluator.

F. Required Observations - Tenure Teachers

A tenured teacher shall be evaluated at least once every year, except that teachers rated "excellent" in their most recent evaluation may be rated at least once every two (2) years. The administration shall, upon the request of the tenured teacher, and within twenty (20) school days of the evaluation conference, provide a follow-up evaluation by the original evaluator and another evaluator.

G. Designation of Evaluator

The qualified evaluator shall evaluate each teacher's classroom performance formally in writing.

H. Evaluation Instrument - Job Description

The evaluation instrument and job descriptions shall be formulated by a committee of the board, administration and association representatives. Any subsequent changes must be formulated and agreed to by all parties.

I. Observation Limitation

Each formal written evaluation shall be preceded by at least one (1) classroom observation of at least thirty (30) consecutive minutes.

J. Evaluation Conference

A copy of each formal written evaluation shall be given to the teacher, and a conference shall be held between the teacher and the qualified evaluator within five (5) school days following the classroom observation. A copy signed by both parties shall be given to the teacher.

K. Right to Respond

If the teacher feels the formal or informal written evaluation is incomplete, inaccurate, or unjust, said teacher may put any objections in writing and have them attached to the evaluation report to be placed in the teacher's personnel file. A copy is to be signed by both parties and shall be given to the teacher. The time to respond shall not exceed fifteen (15) school days.

L. Remediation

The Superintendent, the building Principal, or immediate supervisor shall meet with the teacher and make recommendations in an attempt to remediate deficiencies if noted in the evaluation. The obligation to remediate is the responsibility of the teacher.

M. Re-employment Recommendations

Not later than seventy-five (75) calendar days before the close of each school term, the appropriate evaluator shall complete a written evaluation report regardless of the number of evaluations completed and make recommendations to the Superintendent for each probationary teacher. A copy shall be furnished to the teacher. The report shall contain only information which has been discussed with the probationary teacher prior to submission to the board.

N. Grievability Limitations

Any grievance filed relative to this article shall be limited to violations of the specified procedures. All other aspects of evaluation shall not be grievable.

O. Head Coaches Evaluation

The evaluation of Head Coaches shall be conducted by a qualified member of the administration. The assessment of Assistant Coaches shall be conducted by the appropriate Head Coach. Prior to any coaching evaluation or assessment, the evaluator shall acquaint the individual being evaluated or assessed with the applicable measure. A copy of each written measure, formal or informal, shall be made available to the coach within thirty (30) days of the end of the applicable season. The coach has all rights to respond as identified in Paragraph K, Article V of the contract.

ARTICLE VI
GRIEVANCE PROCEDURE

A. Definition

Any claim by the Association or a teacher that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement, shall be a grievance.

B. Time Bar

A grievance may be filed within twenty (20) days of the alleged action as defined in Paragraph A above.

C. Time Limits

All time limits consist of school days, except when a grievable action occurs less than twenty-five (25) days before the end of the current school term, time limits shall consist of all weekdays in order that the matters may be resolved before the close of the school term or as soon thereafter as possible. School days for the purpose of the grievance procedure shall mean teacher employment days.

D. Grievance Representation

Upon selection and certification of a grievance representative by the Association, the Board shall recognize such representative and an Association grievance committee of five members. At least one Association representative shall be present at any meeting, hearing, appeal or other proceeding relating to a grievance which has been formally presented at Step 2 or beyond. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with his supervisor and having the grievance adjusted without intervention of the Association, provided the Association has been notified and the adjustment is not inconsistent with the terms of this Agreement.

E. Informal Resolution

The parties hereto acknowledge it is usually most desirable for a teacher and his immediately involved supervisor to resolve problems through free and informal communications. When requested by either party, representatives may accompany the participants to assist in the formal resolution of the grievances at Step 1 or beyond. If, however, such informal processes fail to satisfy the teacher or the Association, a grievance may be processed as follows:

F. Step 1 - Principal Level

The teacher may present the grievance informally either orally or in writing to the principal, who will arrange for a meeting to take place within ten (10) days after receipt of the grievance. If the principal responds, it shall be within ten (10) days after the meeting. Failure to respond within ten (10) days will automatically continue the grievance to Step 2.

G. Step 2 - Superintendent Level

If the grievance is not resolved informally by Step 1, or Step 1 is bypassed, then the teacher or the Association shall refer a formal grievance to the Superintendent or his official designee within ten (10) days after receipt of the Step 1 answer or within ten (10) days after the Step 1 meeting, whichever is later. The Superintendent shall arrange for a meeting with the representative of the Association's grievance committee to take place within ten (10) days of his receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the meeting the Superintendent shall have ten (10) days in which to provide a written decision with reasons to the Association.

H. Step 3 - Board Level

If the grievance is not resolved by Step 2 within the time limits provided, the grievance may be heard by the Board at its option. The Association must refer the matter to the Board within ten (10) days of the expiration of the time limits set in Step 2 above. The President of the Board shall arrange for a meeting to take place with the teacher and/or representative of the Association grievance committee within ten (10) days of its receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the meeting, the President of the Board shall have ten (10) days in which to provide a written decision with reasons to the grievant and the Association.

I. Step 4 - Arbitration

If the Association is not satisfied with the disposition of the grievance at Steps 2 and 3, or the time limits expire without the issuance of the Superintendent's and the Board President's written reply, or if the Board elects not to hear the grievance, the Association may submit the grievance to final and binding arbitration through the American Arbitration Association (AAA). The AAA will be asked to submit a list of nine (9) arbitrators from which a final selection will be made by alternate striking by the Board and the Association. If a demand for arbitration is not filed within thirty (30) days of the date for the Board's Step 3, then the grievance shall be deemed withdrawn.

J. Evidence

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

K. Limitation of Arbitration

The arbitrator, in opinion, shall not amend, modify, nullify, ignore, or add to the provisions of this Agreement. The arbitrator's authority shall be strictly limited to deciding only the issue or issues presented to the arbitrator in writing by the School District and the Association, and the decision must be based solely and only upon the arbitrator's interpretation of or application of the express relevant language of this Agreement.

L. Arbitration Award

The arbitrator is empowered to include in any award such financial reimbursements or other remedies as he/she judges to be proper.

- M. Costs**
Each party shall bear the full costs for its representation in the arbitration. The cost of the arbitrator shall be divided equally between the parties.
- N. Transcripts**
If either party requests a transcript of the proceedings, that party shall bear the full costs for that transcript. If both parties order a transcript, the cost of the two transcripts shall be divided equally between the parties.
- O. Duplication of Remedies**
If the Association or any employee files any claim or complaint in any form other than under the grievance procedure of this Agreement, then the School District shall not be required to process the same claim or set of facts through the grievance procedure.
- P. Bypass**
If the Association and the Superintendent agree, Step 1 and/or Step 2 of the grievance procedure may be bypassed and the grievance brought directly to the next step.
- Q. Class Grievances**
Class grievances involving one or more teachers or one or more supervisors and grievances involving an administrator above the building level may be initially filed by the Association at Step 2.
- R. Association Participation**
The Board acknowledges the right of the Association's grievance representative to participate in the processing of a grievance at any level beyond Step 2, and no teacher shall be required to discuss any grievance if the Association's representative is not present. When a teacher is not represented by the Association, on its request, the Association shall have the right to have its representative present at all stages of the grievance procedure past the informal stages.
- S. Grievance Investigation**
The Board and the administration shall cooperate with the Association in its investigation of any grievance, and further, they shall furnish the Association with such information requested as required by law for the processing of any grievance. Cooperation does not imply released time, except the Association may use any available days under Article IV, Paragraph G, for the purpose of investigating a grievance.
- T. No Reprisals**
No reprisals of any kind shall be taken by the Board or the administration against a teacher because of his/her participation in a grievance.
- U. Released Time**
No teacher, association representative or a neutral hearing officer, required by the employer to participate in any formal or informal aspect of the procedures contained and described within this article during the normal workday shall suffer any loss of pay or benefits for such periods of time as he or she is involved in such procedures.

V. Records

All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participant.

W. Grievance Withdrawal

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

ARTICLE VII
NEGOTIATION PROCEDURE

A. Good Faith Negotiations

The Board and Association agree to participate in good faith negotiations with the duly designated representatives of the Association. Good faith for the purpose of this Agreement is defined as the willingness of both parties to meet, discuss the issues, make proposals, and counter proposals. It does not imply acquiescence or concession to either party's demands, either in whole or part.

B. Power to Negotiate

Both parties agree it is their mutual responsibility to confer upon their respective representatives the necessary power and authority to make proposals, consider proposals, make counter-proposals in the course of negotiations, and to reach tentative agreements which shall be presented respectively to the Board and Association for ratification.

C. Negotiation Representatives

Each party to negotiations shall select its negotiating representative(s) provided the Board shall not select a teacher, as herein defined, as its representative.

D. Commencement of Negotiations

Negotiations shall begin no later than July 1, unless both parties agree to an alternate date. Meetings shall be held as necessary at times and places agreed to by both parties.

E. Tentative Agreements

During negotiations, agreed upon items shall be reduced to writing and signed prior to the adjournment of the meeting at which agreement was reached.

F. Mediation

If agreement is not reached within forty-five (45) days prior to the termination of this Agreement, either party may declare to the other in writing that an impasse exists and call for a mediator. When an impasse has been declared, the Federal Mediation and Conciliation Service shall be requested by the parties to appoint a mediator from its staff. The mediator shall meet as soon as possible with the parties or their representatives or both, either jointly or separately and shall take such steps as the mediator deems appropriate to persuade the parties to resolve their differences and effect a mutually acceptable agreement.

G. Final Approval

When the Association and Board reach tentative agreement on all matters being negotiated, the complete agreement shall be submitted to the membership of the Association for ratification and to the Board for official approval.

H. State Law

The negotiation procedure shall comply with State law.

ARTICLE VIII
COMPENSATION

A. Salary Schedule - Appendix A

The salary schedule shall be added as Appendix A. Such schedule shall be based on a one hundred eighty (180) day school calendar. Teachers teaching less than a normal teaching load shall be paid on a pro-rata basis equal to their percentage of employment based on this salary schedule.

Step 4 shall become the starting salary for new hires with zero years of experience.

B. Extra-Curricular Schedule - Appendix A; Extra Duty Pay - Appendix B

The extra-curricular pay schedule shall be based on a percentage of the base salary as specified in Appendix A. Extra duty pay shall be at a fixed rate as specified in Appendix B. Teachers who coach a particular sport or sponsor a particular extra-curricular activity for six (6) continuous years or longer will receive stipends based upon the B column, Step 3 not the B column step 1. Failure to coach the sport or sponsor the activity constitutes a break in service. If a class chair position cannot be filled by mutual agreement, the position may be filled by rotation but no teacher may be required to fill the class chair position more than once every three (3) years.

C. SCHOOL IMPROVEMENT COMMITTEE

The committee will consist of the following: two members each from the math, science, and English Departments, and one member each from the special education, student services, and current non-PSAE tested areas.

Current SIP members will be given the opportunity to remain on the team until they no longer wish to serve. This may temporarily result in more members than are defined above.

Compensation will be \$500 per person serving on the committee. The current department chair stipends of \$200 for SIP will be discontinued.

D. Health Insurance

The Board shall pay seventy-three percent (73%) of the single and sixty-nine percent (69%) of the family premiums for a group medical and dental plan. The parties stipulate and agree that the current monthly premiums cost and are apportioned as follows:

Single Coverage:	Employee's Share	(27%)
	Board's Share	(73%)
	TOTAL	(100%)
Family Coverage:	Employee's Share	(31%)
	Board's Share	(69%)
	TOTAL	(100%)

The District will also pay the government administrative cost of COBRA.

The Board will continue to pay these percentage amounts for single and family coverage on a monthly basis.

All retired teachers and their dependents shall have the option of maintaining retired group status until eligible for Medicare. All such retired personnel shall reimburse the Board the full amount of the cost of said premiums. The major medical of the hospital insurance shall have maximum benefits of at least Two Million Dollars (\$2,000,000.00). Part-time employees will be covered, if they so choose, on a per annum amount based on percent of full time teacher benefit.

E. Life Insurance

The Board shall provide, at no expense to the teacher, a group life insurance program in the amount of \$40,000 for each teacher employed, including part-time employees, under a plan acceptable to both the Board and Association.

F. Payment Option

Teachers, including those who teach less than a full load, shall be paid on a ten (10) month basis if a request, in writing, is submitted to the Superintendent no later than the fifth (5th) day of the school term.

G. Mileage

The Board shall grant a mileage reimbursement for teachers, including those who teach less than a full load, at the current rate allowed by the United States Internal Revenue Service.

H. Post Retirement Bonus

The Board shall grant any teacher hired prior to the 1994-95 school year with fifteen (15) or more years of service in the District, upon retirement from the profession, a post retirement bonus equal to the amount of fifty dollars (\$50) per year for each year of service to the District. Payment shall be made after both the teacher's last day of employment and after the teacher's receipt of his/her final check from the district, but within thirty (30) calendar days of the teacher's final paycheck.

I. Summer School Pay

Summer School Instructor to be added to the Extra-Curricular section of Appendix A.

J. Dues Deduction

The Board shall deduct from each employee's pay the current dues of the Association, provided the Board has authorization from employees desiring such a deduction.

K. Study Hall

Study Hall Supervisor to be added to the Extra-Curricular section of Appendix A.

L. Lunch Duty Pay

The Board shall seek to hire supervisory personnel to carry out luncheon duty. If there is a lack of personnel, the teachers assigned this duty shall be compensated at the rate of five dollars (\$5) per hour; two dollars and fifty cents (\$2.50) per half hour. The Board agrees to comply with state law concerning duty-free lunch.

M. Tutoring Pay

A teacher, including those who teach less than full-time, that accepts an assignment to tutor home or hospital bound students shall be paid at the rate of:

- Twenty-Three Dollars (\$23.00) per period for the 2009-2010 year;
- Twenty-Four Dollars (\$24.00) per period for the 2010-2011 year;
- Twenty-Five Dollars (\$25.00) per period for the 2011-2012 year;

The tutoring period of study hall shall be at least one (1) hour in length. The teacher will be paid mileage.

N. Pay Days

Payroll shall be executed through direct deposit effective as of August 15, 2004.

O. Credit Union Deductions

The Board shall deduct from the pay of each teacher, who has provided written authorization to do so, credit union deductions. Deductions shall commence within thirty (30) days after the signed authorization is delivered to the District business office. The Board agrees it will accept revocation of deduction for the credit union at any time. Teachers shall be permitted to request a credit union deduction once each school year, and once a deduction is authorized in any school year it may not be amended more often than once each semester except by revocation.

P. Prior Experience Credit

The Superintendent may grant up to ten (10) years experience credit for prior teaching experience, professional experience or military service.

Q. Retirement Incentive

A teacher who meets the eligibility requirements set forth in Section A of this Article shall receive the creditable earnings increase set forth in paragraph B of this Article.

A. Eligibility

1. The teacher is at least fifty-four (54) and turning fifty-five (55) within six (6) months of his/her last day of service.
2. The teacher has twelve (12) or more years of full-time continuous service with this district prior to the date of retirement.
3. The teacher will have thirty-five (35) years of service or more in the TRS system at the time of retirement.
4. The teacher retires at the end of the applicable school year.

B. Payment of Salary

One Year Plan

If an eligible Teacher gives the Board an irrevocable letter of retirement prior to May 1 stating that he/she shall retire at the end of the next school year, the Teacher will be removed from the salary schedule and for the final year of employment the Teacher's nonexempt TRS creditable earnings shall be increased by six percent (6%) over the Teacher's nonexempt TRS creditable earnings for the prior year of employment.

Example: The Teacher's prior year nonexempt TRS creditable earnings were \$40,000.00. The Teacher's final year nonexempt TRS creditable earnings will be \$42,400.00 (i.e., $\$40,000.00 \times 1.06 = \$42,400.00$).

Two Year Plan

If an eligible Teacher gives the Board an irrevocable letter of retirement prior to May 1 two (2) years prior to the year of retirement, the Teacher will be removed from the salary schedule and for the final two (2) years of employment the Teacher's nonexempt TRS creditable earnings shall be increased by six percent (6%) over the Teacher's nonexempt TRS creditable earnings for the prior years of employment respectively.

Example: A Teacher gives his/her irrevocable letter of retirement prior to May 1, 2006, stating he/she will retire on June 20, 2008. The Teacher's nonexempt TRS creditable earnings for the 2005-2006 school year were \$40,000.00. The Teacher's nonexempt TRS creditable earnings for the 2006-2007 school year will be \$42,400.00 (i.e., $\$40,000.00 \times 1.06 = \$42,400.00$). The Teacher's nonexempt TRS creditable earnings for the 2007-2008 school year will be \$44,944.00 (i.e., $\$42,400 \times 1.06 = \$44,944.00$).

Three Year Plan

If an eligible Teacher gives the Board an irrevocable letter of retirement prior to May 1 three (3) years prior to the year of retirement, the Teacher will be removed from the salary schedule and for the final three (3) years of employment the Teacher's nonexempt TRS creditable earnings shall be increased by six percent (6%) over the Teacher's nonexempt TRS creditable earnings for the prior years of employment respectively.

Example: A Teacher gives his/her irrevocable letter of retirement prior to May 1, 2006, stating he/she will retire on June 30, 2009. The Teacher's nonexempt TRS creditable earnings for the 2005-2006 school year were \$40,000.00. The Teacher's nonexempt TRS creditable earnings for the 2006-2007 school year will be \$42,400.00 (i.e., $\$40,000.00 \times 1.06 = \$42,400.00$). The Teacher's nonexempt TRS creditable earnings for the 2007-2008 school year will be \$44,944.00 (i.e., $\$42,400 \times 1.06 = \$44,944.00$). The Teacher's nonexempt TRS creditable earnings for the 2008-2009 school year will be \$47,640.64 (i.e., $\$44,944.00 \times 1.06 = \$47,640.64$).

Miscellaneous

If after submitting an irrevocable letter of retirement, the Teacher resigns from or is removed from duties for which the Teacher was compensated the previous year (i.e., Appendix A, extended contract and/or stipends), the Teacher's nonexempt TRS creditable earnings will be reduced accordingly.

Example: The Teacher's nonexempt TRS creditable earnings from the 2005-2006 school year were \$43,000.00, of which \$3,000.00 was compensation for coaching basketball in 2005-2006. Under the Teacher's retirement plan, he/she would be scheduled to receive \$45,580.00 nonexempt TRS creditable earnings for the 2006-2007 school year (i.e., $\$43,000.00 \times 1.06 = \$45,580.00$). However, the Teacher resigns from his/her coaching position before the start of the 2006-2007 school year. The Teacher's nonexempt TRS creditable earnings for the 2006-2007 school year will be \$42,400.00 (i.e., $\$40,000.00 \times 1.06 = \$42,400.00$) rather than \$45,580.00.

If the sum or percentage amount triggers any obligation for the district or Board to pay additional amounts to cover all or part of the teacher's retirement annuity or cover any Board or district paid penalty or fee to TRS, then the maximum of the teacher's creditable TRS earnings from employment in this school district shall decrease so as to avoid any Board or district paid penalty or fee.

If a member should elect to avail him/herself of the early retirement provisions under the laws of the State of Illinois "Early Retirement Program" which requires a one time contribution to the "Teacher Retirement System" by both the employee and the District, the employee may not participate in the Retirement Incentive set forth elsewhere in this Agreement.

The number of employees of the board who may retire under this plan in any year may be limited at the option of the Board to a specified percentage of those eligible. The specified percentage may not be lower than ten percent (10%) of those eligible for the early retirement. The right to participate must be allocated among those applying on the basis of seniority in the service of the Board.

If the sum or percentage for any year used by TRS to calculate an employee's retirement annuity triggers any obligation for the district or Board to pay additional amounts to cover all or part of the teacher's retirement annuity or cover any Board or district paid penalty or fee to TRS, then the teacher may not participate in this retirement incentive.

If legislation is enacted and/or administrative rules are adopted during the life of this agreement that result in a greater cost to the District than the costs generated by this agreement, the provisions relating to such benefits shall be null and void.

Note: For those Teachers who select a Plan which will begin with the 2006-2007 school year, the Teacher must submit his/her irrevocable letter of retirement by October 15, 2006. Thereafter, the notification date is May 1, as stated hereinabove.

In the event a Teacher has submitted his/her timely irrevocable letter of retirement, the Teacher may nonetheless withdraw the letter of retirement in the following situations: 1) the Teacher fails to meet the eligibility requirements for the benefit covered by this provision due to personal illness of the teacher which would cause that Teacher's accumulated sick days to decrease such that the Teacher would not be able to retire without buying additional sick days from TRS in order to retire without discount, or 2) the illness, disability, or death of a Teacher's spouse, such that the Teacher's spouse would not be able to retire from his current employer with the same retirement date and/or retirement benefit. In those situations, the Teacher shall have the right to rescind his/her letter of retirement. If a Teacher has rescinded the letter of resignation, the Teacher shall, within one calendar year from the original date of retirement (unless mutually agreed upon between the parties to the contrary) return to the Board any nonexempt TRS creditable earnings paid to the Teacher in excess of the amount the Teacher would otherwise have received under the salary schedule for such year(s) in which the creditable earnings were paid. The Board of Education may also grant a teacher a release from his/her retirement notice due to extenuating circumstances at its discretion.

R. Liquidated Damages

Non-tenured teachers who issue a resignation to be effective between August 1st and the end of the school year will be assessed a fine of \$500.

ARTICLE IX

FAIR SHARE FEE

- A. Each bargaining unit member first employed by the Board after June 17, 1985, as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties shall join the Association or pay a fair share fee to the Association, or as provided in Paragraph B, equivalent to the amount of dues uniformly required of members of the Association, including local, state, and national dues.
- B. Each bargaining unit member may, as provided by Illinois Statute, based upon a bona fide religious tenet or teaching of a church or religious body of which the employee is a member, pay the fair share to a non-religious charitable organization, mutually agreed upon by the employee affected, and the exclusive representative to which such employee would otherwise pay such fee. In the event the affected employee and the exclusive representative are unable to reach an agreement on the matter, the Illinois Education Labor Relation Board may establish an approved list of charitable organizations to which such payments may be made. The employee shall make the choice from such list and notify the Board.
- C. In the event the bargaining unit member does not pay his/her fair share fee directly to the Association, or as provided in Paragraph B, by a specified date, as established by the Association, the Board shall deduct the fair share fee from the wages of the non-member.
- D. Such fee being paid to the Association shall be paid by the Board no later than ten (10) days following deduction, except as may be otherwise required by Illinois Statute relative to monies deducted from an individual with bona fide religious objections.
- E. In the event of any legal action against the Board brought in a court or administrative agency because of its compliance with this Article, that Association agrees to defend such action at its own expense and fee, and provide its own counsel in the event.
 - (a) The Board gives immediate notice of such action, in writing, to the Association, and permits the Association intervention as a part if it so desires; and
 - (b) The Board gives full and complete co-operation to the Association, and its counsel, in securing and giving evidence, attaining witnesses and making relevant information available at both trial and all appellate levels.
- F. The Association agrees that in any action so defended, it will indemnify and hold harmless the Board from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Board's compliance with this Article.
- G. It is expressly understood that this save harmless provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.

ARTICLE X
EFFECT OF AGREEMENT

A. Duration

This Agreement shall become effective August 14, 2009, and shall continue in effect until August 15, 2012, and year-to-year thereafter unless either party executes written notification to the other party prior to April 1 that it wishes the Agreement to expire on the subsequent anniversary date, provided that the Agreement may be continued by mutual consent if negotiations for the following year have not been completed. The Agreement shall be terminated at its expiration date.

B. No Strike

The Association agrees during the dates of this Agreement it will not engage in any strike.

C. Complete Understanding

The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. It is understood that all rights, powers, and authority of the Board and/or its administrative staff not specifically limited by the language of this Agreement are retained by the Board. The Board, however, shall not take any action which shall violate any of the specific provisions of this Agreement. The terms and conditions shall be modified only through the written mutual consent of both parties.

D. Savings Clause

Should any Article, Section, or Clause of this Agreement be declared illegal by a court of competent jurisdiction, then that part shall be deleted from this Agreement to the extent it violates the law. The remaining Articles, Sections, and Clauses shall remain in effect. Any changes in existing laws which affect the terms and conditions set forth in this Agreement shall be subject to negotiations at that time.

E. Individual Contracts

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

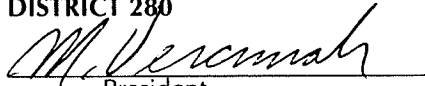
This Agreement is signed this 18 day of May, 2009, in witness thereof.

**FOR THE MENDOTA EDUCATION
ASSOCIATION**



President

**FOR THE BOARD OF EDUCATION,
DISTRICT 280**



President

**APPENDIX A
MENDOTA TOWNSHIP HIGH SCHOOL
SALARY INDEX**

	BS	BS+ 8	BS+ 16	BS+ 24	MS	MS+ 8	MS+ 16	MS+ 24	MS+ 32
1	1.00	1.05	1.10	1.15	1.20	1.25	1.30	1.35	1.40
2	1.05	1.10	1.15	1.20	1.25	1.30	1.35	1.40	1.45
3	1.10	1.15	1.20	1.25	1.30	1.35	1.40	1.45	1.50
4	1.15	1.20	1.25	1.30	1.35	1.40	1.45	1.50	1.55
5	1.20	1.25	1.30	1.35	1.40	1.45	1.50	1.55	1.60
6	1.25	1.30	1.35	1.40	1.45	1.50	1.55	1.60	1.65
7	1.30	1.35	1.40	1.45	1.50	1.55	1.60	1.65	1.70
8	1.35	1.40	1.45	1.50	1.55	1.60	1.65	1.70	1.75
9	1.40	1.45	1.50	1.55	1.60	1.65	1.70	1.75	1.80
10	1.45	1.50	1.55	1.60	1.65	1.70	1.75	1.80	1.85
11	1.50	1.55	1.60	1.65	1.70	1.75	1.80	1.85	1.90
12	1.55	1.60	1.65	1.70	1.75	1.80	1.85	1.90	1.95
13	1.60	1.65	1.70	1.75	1.80	1.85	1.90	1.95	2.00
14	1.65	1.70	1.75	1.80	1.85	1.90	1.95	2.00	2.05
15			1.80	1.85	1.90	1.95	2.00	2.05	2.10
16					1.95	2.00	2.05	2.10	2.15
17							2.10	2.15	2.20
18									2.25

In year one (2009-2010 school year) and two (2010-2011 school year) of the contract, the Board shall pay Nine and four-tenths (9.4%) of TRS and in year three (2011-2012 school year) of the contract the Board shall pay up to ten percent (10%) of the scheduled salary figure directly to the Teachers Retirement Service. The multiplier for 9.4% and up to 10% shall be determined by TRS.

In year one (2009-2010 school year) of the contract, the Board shall pay 0.42% of the member T.H.I.S. insurance contribution. In year two (2010-2011 school year) and in year three (2011-2012 school year) of the contract the Board shall pay up to 0.84% of the member T.H.I.S. insurance contribution directly to the appropriate state agency.

In the event the above is definitely determined impermissible by a subsequent tax ruling or court decision, the sums paid by the Board shall become gross income to the teachers, and the teachers shall indemnify the Board and hold it harmless against tax liability and penalty.

The parties agree that the base salary (i.e., B.S. / Step 1) for the 2009-2010 school year is \$30,893, that the base salary for the 2010-2011 school year is \$31,511, and that the base salary for the 2011-2012 school year is \$32,141. The parties agree and understand that the base salary cell (B.S. / Step 1) is the base for purposes of calculating the salary index and extracurricular pay and any other benefits or pay which are calculated on the base.

Year one (2009-2010 school year) of the contract includes a 4% raise on the base plus a guaranteed 1% performance bonus to total 5% on the base. Year two (2010-2011 school year) of the contract includes an automatic 2% increase on the base plus a possible additional 1% performance bonus on the base if mandated state spring testing (PSAE) increases 1% meets and exceeds from previous year. (Total possible 3% raise on base.) Year three (2011-2012 school year) of the contract includes an automatic 2% increase on the base plus a possible additional 1% performance bonus on the base if mandated state spring testing (PSAE) increases 1% meets and exceeds from previous year. (Total possible 3% raise on base.)

If performance criteria are met, then salary schedules will be adjusted accordingly. If final state scores are not reported to the district before the first pay of the new contract year, then performance pay will be retroactive and distributed to membership in a timely manner.

SALARY SCHEDULE ANALYSIS

% Change to Schedule

5.00%	Base
5.00%	Down
5.00%	Across

YRS	BS	BS + 8	BS + 16	BS + 24	MS	MS + 8	MS + 16	MS + 24	MS + 32
1	30,893	32,438	33,983	35,527	37,072	38,617	40,161	41,706	43,251
2	32,438	33,983	35,527	37,072	38,617	40,161	41,706	43,251	44,796
3	33,983	35,527	37,072	38,617	40,161	41,706	43,251	44,796	46,340
4	35,527	37,072	38,617	40,161	41,706	43,251	44,796	46,340	47,885
5	37,072	38,617	40,161	41,706	43,251	44,796	46,340	47,885	49,430
6	38,617	40,161	41,706	43,251	44,796	46,340	47,885	49,430	50,974
7	40,161	41,706	43,251	44,796	46,340	47,885	49,430	50,974	52,519
8	41,706	43,251	44,796	46,340	47,885	49,430	50,974	52,519	54,064
9	43,251	44,796	46,340	47,885	49,430	50,974	52,519	54,064	55,608
10	44,796	46,340	47,885	49,430	50,974	52,519	54,064	55,608	57,153
11	46,340	47,885	49,430	50,974	52,519	54,064	55,608	57,153	58,698
12	47,885	49,430	50,974	52,519	54,064	55,608	57,153	58,698	60,242
13	49,430	50,974	52,519	54,064	55,608	57,153	58,698	60,242	61,787
14	50,974	52,519	54,064	55,608	57,153	58,698	60,242	61,787	63,332
15			55,608	57,153	58,698	60,242	61,787	63,332	64,876
16					60,242	61,787	63,332	64,876	66,421
17									67,966
18									69,510

Extra-Curricular 2009-2010
Appendix A (Continued)

\$30,893	\$33,983						
		Step 1	Step 3			Step 1	Step 3
A.D.	25%	\$7,723	\$8,496				
FOOTBALL				BAND			
HEAD (1)	16%	\$4,943	\$5,437	HEAD	12%	\$3,707	\$4,078
VAR. ASST.	12%	\$3,707	\$4,078	ASSISTANT	4%	\$1,236	\$1,359
VAR. ASST.	12%	\$3,707	\$4,078	VOCAL	9%	\$2,780	\$3,058
SOPH. HEAD	12%	\$3,707	\$4,078	NAT. HONOR SOC.	1%	\$309	\$340
SOPH ASST. (1)	9%	\$2,780	\$3,058	SPAN. NAT. HON.	1%	\$309	\$340
FRESH. HEAD	9%	\$2,780	\$3,058	SPANISH CLUB	1%	\$309	\$340
FRESH. ASST. (1)	9%	\$2,780	\$3,058	DRAMA	10%	\$3,089	\$3,398
BASKETBALL				CHEERLEADERS	8%	\$2,471	\$2,719
HEAD (B)	16%	\$4,943	\$5,437	JUNIOR CLASS	2%	\$618	\$680
HEAD (G)	16%	\$4,943	\$5,437	SENIOR CLASS	2%	\$618	\$680
VARS. ASST. (B)	12%	\$3,707	\$4,078	SOPH. CLASS	1%	\$309	\$340
VARS. ASST. (G)	12%	\$3,707	\$4,078	FRESH. CLASS	1%	\$309	\$340
HEAD SOPH (B)	12%	\$3,707	\$4,078	SOFTBALL			
HEAD SOPH (G)	12%	\$3,707	\$4,078	HEAD	12%	\$3,707	\$4,078
HEAD FRESH (B)	9%	\$2,780	\$3,058	ASSISTANT	9%	\$2,780	\$3,058
HEAD FRESH (G)	9%	\$2,780	\$3,058	SOCCER			
VOLLEYBALL				HEAD (B)	12%	\$3,707	\$4,078
HEAD	12%	\$3,707	\$4,078	HEAD (G)	12%	\$3,707	\$4,078
SOPHOMORE	9%	\$2,780	\$3,058	AUDIO COORD.	4%	\$1,236	\$1,359
FRESHMAN	9%	\$2,780	\$3,058	VIDEO COORD.	6%	\$1,854	\$2,039
BASEBALL				COMPUT. COORD.	9%	\$2,780	\$3,058
HEAD	12%	\$3,707	\$4,078	SCHOLASTIC BOWL	4.5%	\$1,390	\$1,529
SOPHOMORE	9%	\$2,780	\$3,058	MATH TEAM	2%	\$618	\$680
FRESHMEN	9%	\$2,780	\$3,058	TEAMS	2%	\$618	\$680
TENNIS				TECH. DIRECTOR	35%	\$10,813	\$11,894
HEAD (B)	12%	\$3,707	\$4,078	TRACK			
HEAD(G)	12%	\$3,707	\$4,078	HEAD (B)	12%	\$3,707	\$4,078
ASST. (B)	9%	\$2,780	\$3,058	HEAD (G)	12%	\$3,707	\$4,078
ASST.(G)	9%	\$2,780	\$3,058	ASSISTANT (B)	9%	\$2,780	\$3,058
CROSS COUNTRY	12%	\$3,707	\$4,078	ASSISTANT (G)	9%	\$2,780	\$3,058
GOLF	12%	\$3,707	\$4,078	FFA SPONSOR	12%	\$3,707	\$4,078
WRESTLING				STUDY HALL	4.25%	\$1,313	\$1,444
HEAD	16%	\$4,943	\$5,437	OVERLOAD	13%	\$4,016	\$4,418
ASST.	12%	\$3,707	\$4,078	BOOKROOM	3%	\$927	\$1,019
FRESH.	9%	\$2,780	\$3,058	DEBATE	10%	\$3,089	\$3,398
YEARBOOK	9%	\$2,780	\$3,058	SPEECH INDIV. EVEN	3%	\$927	\$1,019
CONCESS.SUPER.	2%	\$618	\$680	TROJANETTES	8%	\$2,471	\$2,719
STUDENT COUNCIL	4%	\$1,236	\$1,359	SUMMER SCHOOL	5%	\$1,545	\$1,699
COE ADVISOR	10%	\$3,089	\$3,398				
WEB PAGE ADMIN.	9%	\$2,780	\$3,058				
FRENCH CLUB	1%	\$309	\$340				
PRESIDENT'S COUNCIL	4%	\$1,236	\$1,359				
SUMMER BAND	15% of regular salary for 6 weeks						
SUMMER GUIDANCE DIRECTOR	10% of regular salary for 4 weeks						
SUMMER GUIDANCE ASSISTANT	3.06% of regular salary for 5.5 days						

SALARY SCHEDULE ANALYSIS

% Change to Schedule

2.00%	Base
5.00%	Down
5.00%	Across

YRS	BS	BS + 8	BS + 16	BS + 24	MS	MS + 8	MS + 16	MS + 24	MS + 32
1	31,511	33,087	34,662	36,238	37,813	39,389	40,964	42,540	44,115
2	33,087	34,662	36,238	37,813	39,389	40,964	42,540	44,115	45,691
3	34,662	36,238	37,813	39,389	40,964	42,540	44,115	45,691	47,267
4	36,238	37,813	39,389	40,964	42,540	44,115	45,691	47,267	48,842
5	37,813	39,389	40,964	42,540	44,115	45,691	47,267	48,842	50,418
6	39,389	40,964	42,540	44,115	45,691	47,267	48,842	50,418	51,993
7	40,964	42,540	44,115	45,691	47,267	48,842	50,418	51,993	53,569
8	42,540	44,115	45,691	47,267	48,842	50,418	51,993	53,569	55,144
9	44,115	45,691	47,267	48,842	50,418	51,993	53,569	55,144	56,720
10	45,691	47,267	48,842	50,418	51,993	53,569	55,144	56,720	58,295
11	47,267	48,842	50,418	51,993	53,569	55,144	56,720	58,295	59,871
12	48,842	50,418	51,993	53,569	55,144	56,720	58,295	59,871	61,446
13	50,418	51,993	53,569	55,144	56,720	58,295	59,871	61,446	63,022
14	51,993	53,569	55,144	56,720	58,295	59,871	61,446	63,022	64,598
15			56,720	58,295	59,871	61,446	63,022	64,598	66,173
16					61,446	63,022	64,598	66,173	67,749
17						63,022	64,598	66,173	67,749
18							64,598	66,173	67,749
								67,749	70,900

Extra-Curricular 2010-2011
Appendix A (Continued)

\$31,511	\$34,662						
		Step 1	Step 3			Step 1	Step 3
FOOTBALL				BAND			
HEAD (1)	16%	\$5,042	\$5,546	HEAD	12%	\$3,781	\$4,159
VAR. ASST.	12%	\$3,781	\$4,159	ASSISTANT	4%	\$1,260	\$1,386
VAR. ASST.	12%	\$3,781	\$4,159	VOCAL	9%	\$2,836	\$3,120
SOPH. HEAD	12%	\$3,781	\$4,159	NAT. HONOR SOC.	1%	\$315	\$347
SOPH ASST. (1)	9%	\$2,836	\$3,120	SPAN. NAT. HON.	1%	\$315	\$347
FRESH. HEAD	9%	\$2,836	\$3,120	SPANISH CLUB	1%	\$315	\$347
FRESH. ASST. (1)	9%	\$2,836	\$3,120	DRAMA	10%	\$3,151	\$3,466
BASKETBALL				CHEERLEADERS	8%	\$2,521	\$2,773
HEAD (B)	16%	\$5,042	\$5,546	JUNIOR CLASS	2%	\$630	\$693
HEAD (G)	16%	\$5,042	\$5,546	SENIOR CLASS	2%	\$630	\$693
VARS. ASST. (B)	12%	\$3,781	\$4,159	SOPH. CLASS	1%	\$315	\$347
VARS. ASST. (G)	12%	\$3,781	\$4,159	FRESH. CLASS	1%	\$315	\$347
HEAD SOPH (B)	12%	\$3,781	\$4,159	SOFTBALL			
HEAD SOPH (G)	12%	\$3,781	\$4,159	HEAD	12%	\$3,781	\$4,159
HEAD FRESH (B)	9%	\$2,836	\$3,120	ASSISTANT	9%	\$2,836	\$3,120
HEAD FRESH (G)	9%	\$2,836	\$3,120	SOCCER			
VOLLEYBALL				HEAD (B)	12%	\$3,781	\$4,159
HEAD	12%	\$3,781	\$4,159	HEAD (G)	12%	\$3,781	\$4,159
SOPHOMORE	9%	\$2,836	\$3,120	AUDIO COORD.	4%	\$1,260	\$1,386
FRESHMAN	9%	\$2,836	\$3,120	VIDEO COORD.	6%	\$1,891	\$2,080
BASEBALL				COMPUT. COORD.	9%	\$2,836	\$3,120
HEAD	12%	\$3,781	\$4,159	SCHOLASTIC BOWL	4.5%	\$1,418	\$1,560
SOPHOMORE	9%	\$2,836	\$3,120	MATH TEAM	2%	\$630	\$693
FRESHMEN	9%	\$2,836	\$3,120	TEAMS	2%	\$630	\$693
TENNIS				TECH. DIRECTOR	35%	\$11,029	\$12,132
HEAD (B)	12%	\$3,781	\$4,159	TRACK			
HEAD(G)	12%	\$3,781	\$4,159	HEAD (B)	12%	\$3,781	\$4,159
ASST. (B)	9%	\$2,836	\$3,120	HEAD (G)	12%	\$3,781	\$4,159
ASST.(G)	9%	\$2,836	\$3,120	ASSISTANT (B)	9%	\$2,836	\$3,120
CROSS COUNTRY	12%	\$3,781	\$4,159	ASSISTANT (G)	9%	\$2,836	\$3,120
GOLF	12%	\$3,781	\$4,159	FFA SPONSOR	12%	\$3,781	\$4,159
WRESTLING				STUDY HALL	4.25%	\$1,339	\$1,473
HEAD	16%	\$5,042	\$5,546	OVERLOAD	13%	\$4,096	\$4,506
ASST.	12%	\$3,781	\$4,159	BOOKROOM	3%	\$945	\$1,040
FRESH.	9%	\$2,836	\$3,120	DEBATE	10%	\$3,151	\$3,466
YEARBOOK	9%	\$2,836	\$3,120	SPEECH INDIV. EVEN	3%	\$945	\$1,040
CONCESS.SUPER.	2%	\$630	\$693	TROJANETTES	8%	\$2,521	\$2,773
STUDENT COUNCIL	4%	\$1,260	\$1,386	SUMMER SCHOOL	5%	\$1,576	\$1,733
COE ADVISOR	10%	\$3,151	\$3,466				
WEB PAGE ADMIN.	9%	\$2,836	\$3,120				
FRENCH CLUB	1%	\$315	\$347				
PRESIDENT'S COUNCIL	4%	\$1,260	\$1,386				
SUMMER BAND	15% of regular salary for 6 weeks						
SUMMER GUIDANCE DIRECTOR	10% of regular salary for 4 weeks						
SUMMER GUIDANCE ASSISTANT	3.06% of regular salary for 5.5 days						

SALARY SCHEDULE ANALYSIS

% Change to Schedule

2.00%	Base
5.00%	Down
5.00%	Across

YRS	BS	BS + 8	BS + 16	BS + 24	MS	MS + 8	MS + 16	MS + 24	MS + 32
1	32,141	33,748	35,355	36,962	38,569	40,176	41,783	43,390	44,997
2	33,748	35,355	36,962	38,569	40,176	41,783	43,390	44,997	46,604
3	35,355	36,962	38,569	40,176	41,783	43,390	44,997	46,604	48,212
4	36,962	38,569	40,176	41,783	43,390	44,997	46,604	48,212	49,819
5	38,569	40,176	41,783	43,390	44,997	46,604	48,212	49,819	51,426
6	40,176	41,783	43,390	44,997	46,604	48,212	49,819	51,426	53,033
7	41,783	43,390	44,997	46,604	48,212	49,819	51,426	53,033	54,640
8	43,390	44,997	46,604	48,212	49,819	51,426	53,033	54,640	56,247
9	44,997	46,604	48,212	49,819	51,426	53,033	54,640	56,247	57,854
10	46,604	48,212	49,819	51,426	53,033	54,640	56,247	57,854	59,461
11	48,212	49,819	51,426	53,033	54,640	56,247	57,854	59,461	61,068
12	49,819	51,426	53,033	54,640	56,247	57,854	59,461	61,068	62,675
13	51,426	53,033	54,640	56,247	57,854	59,461	61,068	62,675	64,282
14	53,033	54,640	56,247	57,854	59,461	61,068	62,675	64,282	65,889
15			57,854	59,461	61,068	62,675	64,282	65,889	67,496
16					62,675	64,282	65,889	67,496	69,103
17							67,496	69,103	70,710
18								69,103	72,317

Extra-Curricular 2011-2012
Appendix A

\$32,141	\$35,355						
		Step 1	Step 3			Step 1	Step 3
FOOTBALL				BAND			
HEAD (1)	16%	\$5,143	\$5,657	HEAD	12%	\$3,857	\$4,243
VAR. ASST.	12%	\$3,857	\$4,243	ASSISTANT	4%	\$1,286	\$1,414
VAR. ASST.	12%	\$3,857	\$4,243	VOCAL	9%	\$2,893	\$3,182
SOPH. HEAD	12%	\$3,857	\$4,243	NAT. HONOR SOC.	1%	\$321	\$354
SOPH ASST. (1)	9%	\$2,893	\$3,182	SPAN. NAT. HON.	1%	\$321	\$354
FRESH. HEAD	9%	\$2,893	\$3,182	SPANISH CLUB	1%	\$321	\$354
FRESH. ASST. (1)	9%	\$2,893	\$3,182	DRAMA	10%	\$3,214	\$3,536
BASKETBALL				CHEERLEADERS	8%	\$2,571	\$2,828
HEAD (B)	16%	\$5,143	\$5,657	JUNIOR CLASS	2%	\$643	\$707
HEAD (G)	16%	\$5,143	\$5,657	SENIOR CLASS	2%	\$643	\$707
VARS. ASST. (B)	12%	\$3,857	\$4,243	SOPH. CLASS	1%	\$321	\$354
VARS. ASST. (G)	12%	\$3,857	\$4,243	FRESH. CLASS	1%	\$321	\$354
HEAD SOPH (B)	12%	\$3,857	\$4,243	SOFTBALL			
HEAD SOPH (G)	12%	\$3,857	\$4,243	HEAD	12%	\$3,857	\$4,243
HEAD FRESH (B)	9%	\$2,893	\$3,182	ASSISTANT	9%	\$2,893	\$3,182
HEAD FRESH (G)	9%	\$2,893	\$3,182	SOCCER			
VOLLEYBALL				HEAD (B)	12%	\$3,857	\$4,243
HEAD	12%	\$3,857	\$4,243	HEAD (G)	12%	\$3,857	\$4,243
SOPHOMORE	9%	\$2,893	\$3,182	AUDIO COORD.	4%	\$1,286	\$1,414
FRESHMAN	9%	\$2,893	\$3,182	VIDEO COORD.	6%	\$1,928	\$2,121
BASEBALL				COMPUT. COORD.	9%	\$2,893	\$3,182
HEAD	12%	\$3,857	\$4,243	SCHOLASTIC BOWL	4.5%	\$1,446	\$1,591
SOPHOMORE	9%	\$2,893	\$3,182	MATH TEAM	2%	\$643	\$707
FRESHMEN	9%	\$2,893	\$3,182	TEAMS	2%	\$643	\$707
TENNIS				TECH. DIRECTOR	35%	\$11,249	\$12,374
HEAD (B)	12%	\$3,857	\$4,243	TRACK			
HEAD(G)	12%	\$3,857	\$4,243	HEAD (B)	12%	\$3,857	\$4,243
ASST. (B)	9%	\$2,893	\$3,182	HEAD (G)	12%	\$3,857	\$4,243
ASST.(G)	9%	\$2,893	\$3,182	ASSISTANT (B)	9%	\$2,893	\$3,182
CROSS COUNTRY	12%	\$3,857	\$4,243	ASSISTANT (G)	9%	\$2,893	\$3,182
GOLF	12%	\$3,857	\$4,243	FFA SPONSOR	12%	\$3,857	\$4,243
WRESTLING				STUDY HALL	4.25%	\$1,366	\$1,503
HEAD	16%	\$5,143	\$5,657	OVERLOAD	13%	\$4,178	\$4,596
ASST.	12%	\$3,857	\$4,243	BOOKROOM	3%	\$964	\$1,061
FRESH.	9%	\$2,893	\$3,182	DEBATE	10%	\$3,214	\$3,536
YEARBOOK	9%	\$2,893	\$3,182	SPEECH INDIV. EVEN	3%	\$964	\$1,061
CONCESS.SUPER.	2%	\$643	\$707	TROJANETTES	8%	\$2,571	\$2,828
STUDENT COUNCIL	4%	\$1,286	\$1,414	SUMMER SCHOOL	5%	\$1,607	\$1,768
COE ADVISOR	10%	\$3,214	\$3,536				
WEB PAGE ADMIN.	9%	\$2,893	\$3,182				
FRENCH CLUB	1%	\$321	\$354				
PRESIDENT'S COUNCIL	4%	\$1,286	\$1,414				
SUMMER BAND	15% of regular salary for 6 weeks						
SUMMER GUIDANCE DIRECTOR	10% of regular salary for 4 weeks						
SUMMER GUIDANCE ASSISTANT	3.06% of regular salary for 5.5 days						

APPENDIX B
EXTRA DUTY PAY

Cross Country:	
Observers	\$26.00
Football:	
Timer, Scoreboard, Announcer.....	\$30.00
Ticket Seller, Ticket Takers, Stat Keepers, Ushers.....	\$26.00
Soccer: (G&B)	
Timer/Scoreboard.....	\$26.00
Volleyball:	
Scorekeeper, Scoreboard.....	\$30.00
Ticket Seller/Taker (1), Usher.....	\$26.00
Basketball: (G&B)	
Scorekeeper, Timer.....	\$30.00
Ticket Seller/Taker, Usher.....	\$26.00
Wrestling:	
Timer, Scorekeeper.....	\$30.00
Ticket Seller/Taker, Usher.....	\$26.00
Track and Field:	
Event Workers.....	\$26.00
Student Bus Chaperone	
Faculty Concession Worker.....	\$26.00

APPENDIX C

DEPARTMENT HEAD COMPENSATION

DEPARTMENT	BASE	*EXTRA DUTY	SECTIONS	**PERSONNEL	TOTAL
BUSINESS	\$125		TBA	Sections x \$5	TBA
ENGLISH	\$125		TBA	Sections x \$5	TBA
GUIDANCE	\$125	\$150	TBA	Sections x \$5	TBA
FINE ARTS	\$125		TBA	Sections x \$5	TBA
FOREIGN LANGUAGE	\$125		TBA	Sections x \$5	TBA
FAMILY/CONSUMER SCIENCE	\$125		TBA	Sections x \$5	TBA
INDUSTIRAL ARTS/COE/ART	\$125		TBA	Sections x \$5	TBA
MATH	\$125		TBA	Sections x \$5	TBA
MEDIA CENTER	\$125		TBA	Sections x \$5	TBA
PE/HEALTH/DRIVER'S ED.	\$125		TBA	Sections x \$5	TBA
SCIENCE	\$125		TBA	Sections x \$5	TBA
SPECIAL EDUCATION	\$125		TBA	Sections x \$5	TBA

SIP - School Improvement Program - Extra work for State Learning Standards, NCA, etc.

*Extra Duty for Guidance is for Director of Guidance

Extra Duty where ERO, etc., would be added

**Personnel = number of sections in department x \$5

SIDE LETTER

LABOR MANAGEMENT COMMITTEE

Committee shall be established consisting of six (or fewer) association members, principal, and superintendent. Any issue can come before the committee as long as the issue is not an active grievance. The committee will meet quarterly or upon request. It is an advisory committee that will be re-evaluated at the end of the contract.

The purpose of the committee is to enhance communication between the association and administration in order to resolve issues.