CONTRACTUAL AGREEMENT

between

The BOARD OF EDUCATION OF

FOX LAKE GRADE SCHOOL DISTRICT No. 114

and the

EDUCATION ASSOCIATION OF FOX LAKE, IEA-NEA

July 1, 2016 – June 30, 2020
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ARTICLE I

RECOGNITION

1.1 The Board of Education of Fox Lake School District No. 114, Lake County, Illinois, herinafter referred to as the “Board” or “Employer,” recognizes the Education Association of Fox Lake, IEA-NEA (an affiliate of the Illinois Education Association and the National Education Association), hereinafter referred to as the “Union” or “Association,” as the sole and exclusive bargaining agent for all certified employees and all regularly employed full-time and part-time non-certified employees, including the categories of secretaries, instructional assistants, transportation, custodians, food service, and maintenance; excluding the Superintendent and principal short-term employees and all supervisors, managerial and confidential employees as defined in the Illinois Educational Labor Relations Act, and specifically excluding the secretary to the Superintendent.

1.2 Definitions
A. AN EMPLOYEE is an individual within the bargaining unit described in Article I, Section 1.1. A teacher is defined as an individual who is certified to teach in the public schools in the State of Illinois, has registered their certificate with the Regional Superintendent of Schools, and who has been placed on the certified salary schedule.

B. A FULL-TIME SUPPORT STAFF EMPLOYEE is one who is regularly scheduled to work at least thirty (30) hours per week. Any Bus Driver employed on or before 1/1/2013 working at least twenty-five (25) hours per week shall be considered a full time employee. If District-directed bus schedule changes result in fewer than 25 hours a week, said employees shall still be considered full time employees with no loss of benefits.

C. A PART-TIME SUPPORT STAFF EMPLOYEE is one who does not meet the definition of a full-time support staff employee.

D. DAYS shall mean days when the District Office is open, excluding weekends, winter vacation, and spring vacation.

E. SUMMER WORK means work done during the summer vacation by short-term employees and not customarily performed by employees.
ARTICLE II

NEGOTIATIONS PROCEDURES/CONTRACT ADMINISTRATION

2.1 If the assistance of a mediator is requested by either party or if impasse is declared by either party pursuant to law, or the Illinois Educational Labor Relations Board (IELRB) invokes mediation, both parties shall jointly request a mediator from the Federal Mediation and Conciliation Service (FMCS). Should FMCS be unavailable or if, after a reasonable time the FMCS cannot assign a mediator, then the parties shall request a mediator from the American Arbitration Association. The cost of the mediator, if any, shall be shared equally by the parties.

2.2 The parties will negotiate under and abide by the rules and regulations of the Illinois Educational Labor Relations Act (IELRA).

2.3 Released Time
When negotiations are conducted during regular work hours, released time shall be provided for the Association's negotiating committee members. Nothing herein shall require the Board to negotiate during regular working hours.

2.4 There shall be two (2) signed copies of the final Agreement. One copy shall be retained by the Board and one by the Association. Each party shall be responsible for making additional copies as desired.

2.5 Upon request of either party, representatives of the District and the Association will meet for the purpose of reviewing the administration of the contract.
ARTICLE III

ASSOCIATION RIGHTS

3.1 Dues Deduction/Fair Share
The District shall deduct from each employee's pay the dues of the Association and of its affiliated organizations, provided that the employee has previously executed an authorization for such deductions, and provided that such deductions shall not vary in amount from paycheck to paycheck during any single school term. The amount deducted from the regular paychecks each month, September through June, shall be one twentieth (1/20) of the annual dues. This authorization shall remain in effect according to its terms, provided such may be revoked by giving fifteen (15) calendar days written notice to the District. Such authorization shall be deemed to be automatically revoked upon termination of employment. If the employee terminates employment prior to the end of the school term, all monies owed the Association shall be deducted from the employee's final paycheck if provided in the dues authorization executed by the employee.

All dues authorizations shall be effective no later than fifteen (15) calendar days following its receipt by the District and shall be prorated through June. All dues deducted by the District shall be remitted to the Association no later than ten (10) calendar days after such deductions are made provided the Association shall, in accepting such dues, agree to hold harmless the District for all actions pursuant to this section, provided the District shall have complied therewith.

It is recognized that the Association's duties as the sole and exclusive bargaining agent entail expenses which appropriately are shared by all employees who are beneficiaries of said Agreement. To this end, if an employee does not join the Association, such employee will:

A. Execute an authorization for the deduction of a sum equivalent to the proportionate share of the cost of the services rendered by the Association in the same manner as provided that a non-member employee declares the right of non-association based upon bona fide religious tenets or teaching of a church or religious body of which such employee is a member. Such employee shall be required to pay an amount equal to the employee's proportionate share to a non-religious charitable organization mutually agreed upon by the employee and the Association. If the employee and the Association are unable to reach agreement on the matter, a charitable organization shall be selected from a list established and approved by the Illinois Educational Labor Relations Board in accordance with its rules; or

B. Pay directly to the Association a like sum.

C. The Illinois Education Association and National Education Association agree to defend at its own expense and through its own counsel, indemnify, and hold the Board harmless against any claims, demand, suit, or other form of liability which may arise by reason of any action taken by the District in complying with the provisions of this Section provided:

1. The District agrees to immediately notify the Association in writing of any claim, demand, suit, or other form or liability in regard to which it will seek to implement the provisions of this Section and permits the Association to intervene as a party if it so desires;
2. The District gives full cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at trial and both trial and appellate levels; and

3. This Section shall not apply to any claim, demand, suit or other form of liability which may arise as a result of the District’s failure to comply with the obligations imposed upon it by this Section.

D. The Association shall annually certify to the District the amount constituting each non-member employee’s share, which amount shall not include any fees for contributions related to the election or support of any candidate for political office. Such certification shall be made in writing by the Association President and submitted to the business office on September 1st of each year.

E. If a non-member employee declares the right of non-association based upon bona fide religious tenets or teaching of a church or religious body of which such teacher is a member, such teacher shall be required to pay an amount equal to the employee’s proportionate share to a non-religious charitable organization mutually agreed upon by the employee and the Association. If the employee and the Association are unable to reach agreement on the matter, a charitable organization shall be selected from a list established and approved by the Illinois Educational Labor Relations Board in accordance with its rules.

3.2 Request for Information
The Board shall furnish the Association President or designee with the official minutes of Board meetings after approval, the agenda of Board meetings prior to such meeting, a copy of the Board Policy manual, the approved final budget and annual financial report of the school district, and the names of all newly hired members of the bargaining unit within ten (10) calendar days after they are hired. Public information contained in the Board packet shall be provided to the Association President when sent to Board members prior to each Board meeting.

3.3 Association Rights - Exclusive
The rights granted to the Association in this Agreement shall not be granted or extended to any competing employee organization during the term of this Agreement, absent a contrary order of the Illinois Educational Labor Relations Board.

3.4 Use of Buildings, Facilities and Equipment
The Association shall not be denied the reasonable use of:

A. A designated bulletin board in the employees’ lounge and the employee mailboxes for the posting and distribution of announcements of the Association provided:

1. Such announcements shall not contain any information derogatory to members, employees, or agents of the District;

2. Such announcements do not involve endorsements of political candidates; and

3. All such announcements shall be identified as Association materials.

B. Meeting space in school facilities for Association meetings, provided:

1. An Association written request is made to the Superintendent or designee at least forty-eight hours in advance of the meeting and such is approved by the Superintendent or designee;
2. Such meeting space is available;

3. Such meeting neither interferes with the School District's educational programs, nor conflicts with school events or employee's assignments;

4. The Association promptly reimburses the District for any damage and reasonable maintenance costs if such are incurred; and

5. In any meetings of ten (10) or more persons at least eighty percent (80%) of those persons attending such meeting shall be members of the bargaining unit.

If not approved, reasons shall be given in writing to the Association.

C. District computers and copy machines for Association announcements provided:

1. Approval for use is granted in advance by the administrator responsible for such equipment;

2. Such use shall in no manner interfere with instructional or other needs of the District; and

3. The Association promptly reimburses the District for any damage to its equipment occasioned by such use, for the cost of all consumable and/or machine unit charges, and for reasonable labor costs, if any.

3.5 Association Participation – Employee Suspension, Demotion, Discharge

Any employee charged with misconduct, neglect or any violation which may reasonably result in the employee's suspension or discharge shall be allowed Association representation of their choice in any investigatory meeting involving the Board or Administration and the employee regarding such charge, provided the employee requests such representation. If the investigatory meeting must take place immediately, due to an imminent concern, the employee must choose an Association Representative who is able to attend said investigatory meeting. The Board and Administration reserve the right to cancel any such investigatory meeting if the employee requests Association representation. Prior to scheduling any meeting other than an immediate investigatory meeting, the employee will be given a minimum twenty-four (24) hours notice of the nature of the charge and informed of his/her rights to be represented by the Association at such meeting.

3.6 Right of Representation

When an employee is required to appear before the Board or Superintendent on a matter directly affecting the continuation of the employee's employment, the employee shall be entitled to have a representative of their choice of the Association present.

3.7 Personnel File

An employee shall have the right to examine his/her personnel file and to have an Association representative of their choice accompany him/her in such review. Each file shall contain a record indicating who has reviewed it, the date reviewed and the reason for such a review. Upon request, an employee shall be given a copy of any materials already contained in his/her personnel file. Any evaluative material to be placed in the file shall be first given to the employee to read and respond to. Such evaluative material which has not been reduced to writing within thirty (30) days following the event or occurrence may not be added to the file. An employee shall be given a copy of any materials to be placed in his/her personnel file and shall have the right to attach a response within 30 days to such material and have the response placed in the file. However, before materials are removed from the personnel file all parties must agree to such
removal. The District shall be prohibited from disclosing employee evaluations without the written consent of the employee except to the extent permitted by law.

3.8 **Right to Organize and Participate**
Employees shall have the right to organize, join and assist the Association, to participate in negotiations with the Employer through representatives of their own choosing and to engage in other activities individually or in concert for the purpose of establishing, maintaining, protecting or improving conditions of service and the quality of the educational environment. Employees shall also have the right to refrain from any or all such activities.

3.9 **Association Rights – Articulation/Coordination Meetings**
The Board shall provide the opportunity for teachers to meet twice per year for ninety (90) minutes to improve educational communication during regularly-scheduled early release days. Prior to each meeting the teachers will provide the Superintendent with an agenda. On these two Union articulation early release meeting days, no administration-assigned work will be issued or required between the end of the school day and the meeting start time.

Not more than once each quarter the Administration may schedule Articulation/Coordination or staff development meetings after regular school hours. These meetings shall not exceed ninety (90) minutes in length and teachers shall receive a stipend at the hourly rate provided for supervision.

3.10 **Break Period**
Employees shall be permitted to leave their building during any break period or lunch period provided appropriate notice is given to the employee’s immediate supervisor or such notice as is required in the particular building in which the employee is assigned.

3.11 **Substitution**
Teacher Assistants shall not be required to teach or perform substitute teaching duties without proper certification. If a Teacher Assistant with proper certification performs substitute teaching duties, the Teacher Assistant shall be paid in accordance with the substitute teacher salary schedule under applicable Board policy or at their current hourly rate, whichever is higher. In the event a teacher is absent, the administrator will make a good faith effort to secure a substitute.

Teacher Assistants shall not assume classroom duties in the absence of a properly certified teacher and the principal/supervisor will be responsible for making necessary arrangements for classroom coverage.

Anyone hired as a substitute to do assistant’s work shall be paid assistant’s wages and not substitute teacher wages, irrespective of certification. Such substitute shall be paid at the starting salary rate.

3.12 **Emergency School Closing – Leave Days**
When the schools and school offices are officially closed by the Superintendent, no leave days previously arranged by an employee will be deducted for such emergency days.

If schools are closed on a certain day due to emergency crises or Acts of God and are not subsequently made up, all support staff personnel shall be compensated as if they worked that day.
3.13 **Working Conditions**
The Board shall maintain reasonably safe and sanitary working conditions for all employees within the fiscal capabilities of the District and within the physical capabilities of the building. The Board will provide continuous monitoring of such conditions.

3.14 **Monitoring of Buses**
The Board will provide aides on buses when needed.
ARTICLE IV

GRIEVANCE PROCEDURE

4.1 Definition
A grievance shall be:

A. Any claim by the Association or any employee that there has been a violation, misrepresentation, or misapplication of the terms of this Agreement.

B. All time limits consist of employee employment days, except during summer recess; then, time limits shall consist of all weekdays.

4.2 Procedures
The parties hereto acknowledge that it is usually most desirable for an employee and the employee's immediately involved supervisor to resolve problems through free and informal communication. When requested by the employee, an Association representative of their choice may accompany the employee to assist in the informal resolution of the grievance. If, however, the informal process fails to satisfy the employee or the Association, a grievance may be processed as follows:

A. **STEP I**: The employee or the Association may present the grievance in writing to the immediately involved supervisor, who will arrange for a meeting to take place within ten (10) days after receipt of the grievance. Such grievance shall be submitted within fifteen (15) days of the occurrence of the grievance or within fifteen (15) days of when such occurrence should reasonably have become known. The Association's representative of their choice, the grievant, and the immediately involved supervisor shall be present for the meeting. Within ten (10) days of the meeting, the grievant and the Association shall be provided with the supervisor's written response, including the reasons for the decision.

B. **STEP II**: If the grievance is not resolved at Step I, then the Association may refer the grievance to the Superintendent or the Superintendent's official designee within ten (10) days after receipt of the Step I answer. The Superintendent or designee shall arrange for a meeting to take place within ten (10) days of the Superintendent's receipt of the appeal. Within ten (10) days of the meeting, the Association shall be provided with the Superintendent's or designee's written response, including the reasons for the decision.

C. **STEP III**: If the Association is not satisfied with the disposition of the grievance at Step II, the Association may submit the grievance to final and binding arbitration through the American Arbitration Association which shall act as the administrator of proceedings. If a demand for arbitration is not filed within fifteen (15) days of the date for the Step II answer, then the grievance shall be deemed withdrawn. The arbitrator shall have no power to alter the terms of this Agreement.

4.3 **Bypass to Superintendent**
If the Association and the Superintendent agree, Step I may be bypassed and the grievance brought directly to Step II.

4.4 **Bypass to Arbitration**
If the Superintendent and the Association agree, a grievance may be submitted directly to arbitration.
4.5 **Grievant Representation**
The grievant may elect to be represented at any stage of the grievance procedures. If the Association is neither the grievant nor the grievance representative, the Association shall have the right to be represented at all formal steps of the grievance procedure.

4.6 **Copies of Documents**
The Board shall provide such copies of relevant documents which are not unduly burdensome to produce and which are not privileged or otherwise prohibited from disclosure to the Association when such documents are necessary for the processing of any grievance upon written request by the Association to the Superintendent or designee specifying the documents requested. The Association shall promptly reimburse the District for the costs of copying such documents.

4.7 **No Reprisals Clause**
No reprisals shall be taken by the Board or the administration against any employee because of the employee's participation in a grievance.

4.8 **Grievance Meeting During Assigned Time**
If a grievance meeting shall be conducted at a time when the grievant or his/her Association representative of their choice is otherwise assigned, the grievant and/or Association representative of their choice shall be permitted to attend such meeting without loss of pay or benefits.

4.9 **Filing of Materials**
All records related to a grievance shall be filed separately from the personnel files of the employee(s).

4.10 **Grievance Withdrawal**
A grievance may be withdrawn at any level without establishing precedent and, if withdrawn, shall be treated as never having been filed.

4.11 **No Written Response**
If no written decision has been rendered within the time limits indicated by a step, then the grievance may be processed to the next step. The failure of the grievant and/or the Association to act within the time limits set forth in this Article shall preclude further appeal of the grievance.

4.12 **Extension of Specified Time Limits**
The time limits set forth in this Article may be extended in a specific instance by mutual agreement in writing.
ARTICLE V

ASSIGNMENTS

5.1 Assignment Notice
All teachers shall be given written notice of their anticipated assignments, as contemplated for the forthcoming school year, if different from their existing assignment, prior to the last day of the previous school year. If changes in a teacher's assignments are made after such notice, the teacher shall be notified of such change. Such notice shall include reasons for the change. Upon request, the teacher and the Association representative of their choice, if the teacher desires, shall meet with the Superintendent to discuss the change. If the teacher is dissatisfied with his/her position for the forthcoming school year, the teacher shall be released from his/her employment upon request.

5.2 Vacancy Posting
The District shall post and email to all employee's school email address notice of any vacancy which occurs within the Fox Lake District #114. If an employee chooses to provide a private email address, the email will also be sent to that address. Vacancies shall be emailed and posted in the staff lounge of both attendance centers and in the Bus Garage for a minimum of 5 (five) business days prior to filling such vacancy. As used herein, vacancy shall mean any full-time or regular part-time position.

5.3 Change in Assignment Request/Transfer
Teachers who desire a change in grade and/or subject assignment or who desire a transfer to another building for the forthcoming school term may file a written request with the Superintendent not later than March 1st of the current school year. If such a request is denied, the Superintendent shall provide the teacher with written reasons for the denial.

5.4 Building Transfers/Changes in Assignment
If a building transfer or change in assignment is to occur, the Superintendent will provide a written notice to the affected member of the bargaining unit with reasons for such a change. Prior to making any involuntary transfers or changes in assignment, the Superintendent will make a good faith attempt to obtain the employee’s consent and have such changes be voluntary.

5.5 Support Staff Seniority Categories
Categories/classifications for employees shall be:

<table>
<thead>
<tr>
<th>Instructional Assistant</th>
<th>Food Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>No Degree</td>
<td>Kitchen Support (part-time)</td>
</tr>
<tr>
<td>Associate's Degree</td>
<td>Kitchen Lead (full-time)</td>
</tr>
<tr>
<td>Bachelor's Degree</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Secretary</th>
<th>Transportation</th>
</tr>
</thead>
<tbody>
<tr>
<td>No Bachelor's Degree</td>
<td>Bus Driver</td>
</tr>
<tr>
<td>Associate's Degree</td>
<td>Bus Aide</td>
</tr>
<tr>
<td>Bachelor's Degree</td>
<td>Van Driver</td>
</tr>
</tbody>
</table>

| Maintenance             | Custodian      |

10
5.6 **Layoff - Support Staff**
In the event of a layoff, the full time employee or employees in the particular job classification or job classifications affected, who have the least seniority shall be laid off. However, each such employee shall have the right to displace an employee in another job classification who has less seniority, provided the more senior employee must have the qualifications, skill and ability to satisfactorily perform the work of the less senior employee. Employees will be recalled in the reverse order in which they were laid off, provided that in order to be so recalled the employee must have the qualifications, skill and ability to satisfactorily perform the available work.

5.7 **Summer Work - Support Staff**
In the event that summer work is available, posting of those positions shall be done as soon as feasible. Qualified employees who apply for the summer positions shall be granted the position by seniority. The rate of pay for the summer work shall be determined by the Board of Education.
ARTICLE VI

EVALUATION

6.1 **Job Description**
Each employee will be given a copy of his/her job description. Evaluations of employees shall be based on the job descriptions. Job descriptions will not change without an interest-based discussion with the employee and Association. Support staff will maintain professional relations with Administration, teachers, parents, and students.

6.2 **Employee Performance**
The Board and the Association recognize the importance of evaluating employee performance. The existing Clinical and Alternative evaluation instruments will be employed throughout the duration of this Agreement. If the Board of Education initiates any changes to the existing evaluation instruments, the Association must be allowed input regarding such changes. The criteria and evaluation procedures will be posted by September 30th annually, in the staff lounge of both attendance centers, so that employees will be advised of how they are to be evaluated.

6.3 **Evaluation Procedure**
Any change and/or revision in employee evaluation procedures must include employee input.
ARTICLE VII

DISCIPLINE/DISMISSAL/PROBATION

7.1 **Probationary Employee/Support Staff**
New employees and those hired after a break in continuous service with the Board will be regarded as probationary employees for the first sixty (60) working days and will receive no continuous service credit during such period. Probationary employees may be laid off or discharged as exclusively determined by the Board, without cause and without recourse to the grievance procedure. Probationary employees continued in the service of the Board subsequent to the probationary period of sixty (60) days shall receive full and continuous service credit from date of original hiring or hiring after a break in continuous service with the Board.

7.2 **Just Cause**
No non-probationary employee shall be disciplined without just cause. Discipline includes, but is not limited to, warnings, reprimands, suspensions, dismissal, reductions in rank, and a loss of professional advantage. At the time such action is taken, written notice of the specific grounds forming the basis for disciplinary action will be delivered to the employee.

7.3 **Employee Suspension**
No employee shall be suspended with or without pay except for cause.
ARTICLE VIII

LEAVES

8.1 Association Leave
The Association shall be entitled to nine (9) school days of Association leave per year for the purpose of sending representatives to IEA-NEA sponsored conferences, conventions, workshops, or Association business. Employees authorized by the Association to take such leave shall be released from duties without loss of pay or benefits, subject to the following:

A. The Association shall give the Superintendent or designee written notice of the name(s) of the employee(s) authorized to take such leave, the date of such meeting, and the meeting involved at least ten (10) employment days in advance of the days such employee(s) shall be absent; and

B. The Association shall reimburse the Board in an amount equal to the existing employee substitute rate for each leave day on which a substitute is actually employed; and

C. No more than three (3) staff members may be absent on Association leave at the same time.

8.2 Sick Leave
A. Each full-time certified employee shall be entitled to twelve (12) sick leave days per school term without loss of pay. Each certified employee shall be entitled to three hundred forty (340) days accumulation of unused sick leave days.

Each full-time support staff employee shall be entitled to twelve (12) sick leave days per year without loss of pay. Each support staff employee shall be entitled to one hundred eighty (180) days accumulation of unused sick leave days. Other employees may accumulate twenty (20) times the number of months worked; e.g., a full-year employee earns 20 x 12 (or 240 days).

Support staff employees who work less than five (5) days per week shall receive leave days based upon the percentage of the number of days worked per week to the total annual allotment, as follows:

<table>
<thead>
<tr>
<th>Days Worked Per Week</th>
<th>Percentage of Total Sick Leave</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>20%</td>
</tr>
<tr>
<td>2</td>
<td>40%</td>
</tr>
<tr>
<td>3</td>
<td>60%</td>
</tr>
<tr>
<td>4</td>
<td>80%</td>
</tr>
<tr>
<td>5</td>
<td>100%</td>
</tr>
</tbody>
</table>

Employees who work less than six (6) hours per day shall receive the total annual allotment for the number of hours worked per day.

B. “Sick Leave” shall be interpreted to mean personal illness, quarantine at home, serious illness or death in the immediate family or household, or birth, adoption, or placement for adoption. “Serious illness” as used herein, shall mean a life-threatening circumstance or a medical emergency. The “immediate family” shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians.
C. Sick Leave shall not be utilized for purposes of cosmetic surgery (except as such shall be reasonably incident to some other illness or disability) and/or for any matter which may be reasonably postponed to a recess or vacation period. If an employee has exhausted his/her accumulated sick leave, the employee may borrow up to ten (10) days on next year's allotment; however, if the employee leaves the district, his/her salary will be reduced by his/her daily rate times the number of days borrowed.

If there are ten (10) or fewer days left in the school year, the employee who borrows days shall not receive pay for those days until he/she returns to work in the following school year.

D. Employees shall be given a written statement on the first paycheck of each month of the amount of accumulated sick leave, personal leave, and vacation time available for that school term.

8.3 Compassionate Leave
Each member shall be entitled to up to three (3) bereavement days per incident to be used to attend the funeral of a member of his/her immediate family as defined in Section 24-6 of The School Code.

8.4 Personal Business Leave
Each member shall be entitled to two (2) days of personal business leave for matters which cannot be handled during non-school days or hours. Written notification of such leave shall be made to the Superintendent or his designee at least five (5) employment days prior to the onset of such leave, provided in an emergency such application may be made at a later time with an explanation of such emergency. Such leave shall be deemed approved if not disapproved by the Superintendent or his designee within three (3) days of receipt by the Superintendent or his designee.

Such leave shall not be used at any time for recreation, recreational travel or vacations, participation in any work stoppage or collective bargaining dispute, or for an activity which will produce income for the employee. The first five (5) days and last fifteen (15) employment days of the school year and the days immediately preceding or following a legal holiday, vacation or school recess shall not be available for personal leave, except in an emergency. In the event an employee utilizes a personal leave day during the periods identified in the preceding sentence that are not emergencies, pro rata shall be deducted from the employee's pay. Unused personal days shall accumulate as sick leave.

8.5 Non-Paid Leaves of Absence
The Board may grant a leave of absence without pay to an employee for a purpose that it, in its discretion, deems appropriate and beneficial to the School District for a period of up to one (1) school year upon such terms and conditions as the Board may elect. The granting, withholding or conditioning of such leave of absence shall not set a precedent with respect to any other request for such leave by such teacher or any other teacher.

Any employee taking such leave of absence shall notify the Administration in writing not later than seventy-five (75) calendar days prior to the last day of school in the year the leave is taken, of the employee's intention to return to active employment for the following school year. In the absence of such notice, the District shall conclusively presume that the employee has chosen to terminate his/her employment in the District.

Any health insurance or other fringe benefits previously paid by the Board may be continued at the employee's expense by making the necessary premium payments in advance on a monthly basis.
8.6 **Child Rearing Leave**
Members, upon application to the Board, shall be granted maternity leave, subject to applicable provisions of law. Members shall notify the Board of their desire to take maternity leave as soon as possible beforehand but at least sixty (60) days prior to the start of the leave. The member may maintain insurance benefits by making timely payments of premiums due to the District’s business office.

A. Any member desiring adoption leave as a result of becoming an adoptive parent shall notify the Superintendent or designee, in writing, upon the initiation of such adoption proceedings. Leave shall be granted upon satisfactory written notification to the Superintendent or designee of the date the child is expected to be received. It shall be the responsibility of the applying member to keep the Superintendent or designee informed on the status of the proceedings, and as soon as known, the expected date of the delivery of the child. This Section shall not be applicable if the adopted child is attending school at the time the child is received (except kindergarten).

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

C. A male member who has entered upon contractual continued service shall be entitled to a child-rearing leave of absence. Such leave shall be unpaid and shall be subject to all of the applicable notice and other requirements as set forth in this policy. Eligibility for such shall arise upon the anticipated birth of a child which the employee has fathered or upon his planned adoption of a child.

D. In the event of a stillbirth or death of a child within sixty (60) days of the date of birth, the Board may, in its discretion, permit the termination of a child-rearing leave upon the request of any member. The termination or non-termination of the leave shall not set a precedent with respect to any other request by such member or any other member.

8.7 **Religious Holidays**
Employees shall be allowed one (1) day without pay per year for required observance of a recognized religious holiday of the employee’s faith when such observance is not possible outside working hours.

8.8 **Jury Duty and Other Related Appearances**
Any employee called for jury duty, or who is subpoenaed to testify during work hours in any judicial or administrative matter, including requested attendance during an arbitration fact finding proceeding or Illinois Educational Labor Relations Board, shall be paid his/her full compensation for such time with no loss of any leaves, seniority, or loss of any other benefits. Employees shall promptly submit to the Board any jury or witness fees or other compensation paid for such service, except for reimbursement for mileage or other expenditures.
8.9 **Sick Day Donation**
In the event an employee or their immediate family suffers a serious illness and has exhausted accumulated sick and personal leave, the other employees shall be allowed to contribute a maximum of three (3) sick leave days to said employee per school year. If multiple employees or their immediate family suffer a serious illness, the other employees shall be allowed to contribute a maximum of three (3) sick leave days to each of these sick employees per school year. The recipient retains any of the unused, gifted sick days.

“Serious Illness” as used herein, shall mean a life-threatening circumstance or a medical emergency. The “immediate family” shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians.
ARTICLE IX

CONDITIONS OF EMPLOYMENT

9.1 **Teacher Work Year**
The normal teacher work year shall not exceed one hundred eighty (180) days per school term. If a teacher is required to teach more than one hundred eighty (180) days during the school term, the teacher shall be paid 1/180th of the teacher’s salary for each day in excess of one hundred eighty (180).

9.2 **Class Size**
The Board and the Association agree that reduced classes are desirable to maximize individualized instruction and increase potential for achievement and learning.

A committee of six (6) people, three (3) to be appointed by the administration and three (3) to be appointed by the Association, will meet at reasonable intervals to review any asserted problems in class size and to make recommendations to the Board of Education for remedies and/or assistance. The meeting process shall be promptly implemented when a class reaches twenty seven (27) students, excluding P.E., and at that time will also include the affected teacher(s) and the principal(s).

Upon request, the Association President or designee shall receive a copy of the prepared class size final report as of September 30th for the first semester, and February 8th for the second semester, when completed. This report shall include a breakdown, by school, of class sizes at each grade level and department.

9.3 **Maintenance of Standards**
A. Music and Physical Education classes will be taught by a specialist.

B. Planning and lunch periods will be determined by building schedule with a minimum of 400 minutes per week. Building administration will seek Association input on scheduling.

C. Teachers within a specific building that have more planning time due to scheduling circumstances will be assigned appropriate instructional tasks by the building administrator during the excess planning time.

9.4 **Supply Money**
Teachers may request reimbursement for instructional supplies purchased for the classroom up to $200 per year. For the PE Department at each building and the District Music program, this amount shall be $1000 per year. Expenditures must be preapproved by the Superintendent or his designee. Such approval shall be at the sole discretion of the Superintendent or his designee. If approval is denied, the teacher shall be provided with a reason for the denial. Materials purchased under this provision shall remain the property of the District. Certified staff members may access this benefit in one of the two methods listed below:

A. Receive an Imprest check in the amount of $200 with the July 15 payroll check. Receipts shall be turned in to the Business Office no later than December 1. All employees under this contract agree that any receipts not submitted by December 1st will result in the difference being deducted from their December 15th paycheck.
B. Fill out a purchase order, receive approval from the Building Principal, and order materials from a single vendor; (e.g., School Specialty). The approved purchase order is turned in to the Business Office – no later than October 1 – where it is matched with the vendor invoice and paid.

9.5 **Convention, Workshop, and Conference Attendance**

A. The Board agrees to set aside five thousand dollars ($5,000) per year for attendance at workshops, conferences, clinics, and conventions. Teachers may apply for the money to a committee composed of two (2) designees of the Association and two (2) representatives named by the Board. Any teacher who is denied the opportunity shall be given a written reason for the denial. In the event the committee cannot agree, the final decision shall be made by the Superintendent. The money is not available for attendance at Association or Association sponsored meetings. Any surplus remaining at the end of the year shall not be carried over into future years. This provision does not apply to conferences provided for and funded by external grants.

B. **Program Maintenance/School Improvement** (e.g., ISAT, SEDOL, IEP Workshops)

Building Principal approval is needed to attend. Any questions or disagreements are forwarded to the staff development committee which includes the Superintendent. Attendance is on a rotating basis of certified teachers on the curriculum committee. A program evaluation form and summary, listing the highlights of the program, must be completed as well as a short presentation at the next monthly agenda meeting, as requested by the Administration.

9.6 **Traveling Employees**

Staff members who travel between buildings will be assigned one building of record, typically where the majority of time is spent. The building principal at the building of record shall be the main supervisor and the other principal will have input. The staff member shall be responsible for meeting with the other principal to gain information necessary to perform the staff member’s job. The staff member will only be responsible for attending functions at the building of record. In the event the staff member’s responsibilities result in other obligations (e.g., music performances) that staff member shall attend those meetings as part of his/her regular assignment except this shall not require attendance at more than one (1) open house. It is expressly understood that musical performances do not constitute an open house.

9.7 **Work Day/Week – Support Staff**

A. All full year employees will work an eight (8) hour day, except as may be otherwise noted herein.

B. Employees (except bus drivers) who work four (4) or five (5) hours on assigned work days shall receive one 30-minute duty-free unpaid lunch and one 15-minute paid break. Employees who work six (6) hours or more shall receive one 30-minute duty-free unpaid lunch and two 15-minute paid breaks.

9.8 **Overtime – Support Staff**

A. All overtime shall require administrative approval.

B. All employees classified as “non-exempt” under the Federal Wage and Hour Law will be paid overtime at the rate of 1.5 times their regular hourly rate for all hours worked in excess of 40 hours per week.

C. Sunday and Holiday Overtime

All work on Sunday or holidays (overtime or not) will be compensated at two times the employee’s normal rate of pay.
9.9 **Compulsory Meetings – Support Staff**
Meetings for employees, outside of regular work hours, at which attendance is required, shall be considered working time. Payment for attendance at such required meeting shall be a minimum of one-half (½) hour. Time shall be calculated in ¼ hr. increments after the first half-hour.

9.10 **Summer Hours/Summer Work Week – Support Staff**
Support staff are paid commensurate with the number of hours they work during the summer.

9.11 **Call-Back Pay – Support Staff**
An employee who has completed his/her regularly scheduled shift and has left the premises, and who returns to work at the direction of the Board or administration at a time when the employee is not regularly scheduled to work, shall receive pay for the travel time and actual time on the job at the rate of one and one-half (1½) times the employee’s regular straight time hourly rate of pay. A minimum submission to call-back is one and one-half (1½) hours.

9.12 **Unsafe or Hazardous Working Conditions**
The Board will make a good faith effort to provide a workplace that is reasonably safe and free of hazardous conditions.

9.13 **Assistance for Control and Discipline of Students**
The Board shall support and assist employees with respect to the maintenance of control and discipline of students in the employees' assigned work area.

9.14 **Equipment**
Employees shall notify the Board, through the Superintendent, of the need for equipment necessary for the employees to actually perform their assigned work. Subject to its determination that the equipment is needed, the Board shall provide the identified equipment.

9.15 **Drivers**
The Board will reimburse employees for the cost of the Bus Driver's permit issued by the Regional Superintendent of Schools.

Drivers who provide training to new employees will be paid their hourly straight-time rate for such training being provided.

New probationary Drivers will be paid for ten (10) hours of training time. If additional time is needed it must be preapproved by the Director of Transportation. Reimbursement will be paid only when the Driver has successfully completed his/her probationary period.

No later than July 1st annually, the Association shall initiate a meeting with the Director of Transportation to voice any concerns regarding route configurations, student pick-up, and delivery.

The Board agrees that any time a mini-bus or a full-size bus is used for transportation purposes, the driving assignment will be first offered to a member of the District driving staff. However, if in the Superintendent or designee’s judgment, the District’s transportation needs exceed either the availability of District buses or District drivers on a particular day, the Superintendent or designee may opt to contract outside of the bargaining unit for that particular instance.

In the event a previously assigned route becomes available, the route shall first be offered to the most senior bus driver before being assigned.
Effective July 1, 2015, bus drivers who drop off and pick up students at all-day events are (1) not required to stay at the event, and (2) not paid for the time they are not required to stay with the students at the event. Bus drivers shall receive a minimum of one (1) hour’s pay for the drop off of students for an all day event, and a minimum of one (1) hour’s pay for the pickup of students from an all day event.

9.16 **School Van Driver**
The per hour rate of pay for School Van Driver is $12.00. This rate of pay shall be established for non-CDL drivers only. If a CDL licensed driver is assigned to drive a school van, he or she will be compensated at their current Bus Driver rate of pay.

9.17 **First Aid Training**
The District shall provide first aid training at the beginning of each year for all bus drivers. This training will be required yearly.

Drivers shall be compensated at their regular rate of pay for time spent in such training.

Additional first aid training for playground supervisors, secretaries, and office clerks who come in contact with injured students will be provided; they will be compensated at their regular rate of pay for time spent in such training. Such training shall be provided at the beginning of each school year.

9.18 **Bus Drivers Time**
During all extra trips that occur outside, and any destination that is located 15 miles or more in radius from the Bus Garage, the bus drivers shall remain at the event and shall be paid at their regular hourly wage. The bus driver may be assigned supervisory duties by the teacher or coach while at the event. During an extra trip that takes place on a Saturday and involves an outdoor activity such as Cross Country or Track, the bus driver or coach shall contact the athletic director to gain authorization for the bus driver to remain at the site for the event. If the athletic director cannot be reached, the most senior coach will make a decision in lieu of the athletic director.

9.19 **Field Trip Requests**
All field trip requests made by staff shall be approved or denied in writing within one (1) week from the date they are submitted to the administration. At the time of approval, the trip shall be added to the field trip list for the monthly bus driver meeting. All field trip requests must be submitted to the appropriate building administrator no later than two (2) weeks prior to the monthly bus driver meeting.

9.20 **Bus Driver After School Events and Extra Field Trip Assignments**
No less than monthly, all bus driver extra trip opportunities shall be posted. In order of seniority, most senior first, the driver shall have the opportunity to sign up for one (1) of the posted extra trips. Then, the same process shall follow for each next less senior bus driver. When all drivers have had their opportunity to select an extra trip, the process will begin again until all extra trips have been filled.
ARTICLE X

SENIORITY

10.1 Definition of Seniority
Seniority shall be defined as the length of service within the District as a member of the bargaining unit, with the exclusion of approved leaves. Accumulation of seniority shall begin from the employee's first date of hire. The first date of hire of an employee is the date the Board formally votes to approve the hire of said employee. In the event that more than one individual employee has the same date of hire, position on the seniority list shall be determined by drawing lots.

10.2 Maintaining and Posting of Seniority Lists
The Board shall prepare, maintain, and post the seniority list. The initial seniority list shall be prepared and posted conspicuously in all buildings of the district by February 1st each year. A copy of the seniority list and subsequent revisions shall be furnished to the Association President and distributed to all District #114 buildings.

10.3 Loss of Seniority
An employee will lose seniority in the following instances:

- Resignation
- Dismissal for Cause
- Retirement
- Expiration of the one-year recall period after a reduction-in-force under Section 10-23.5 of The School Code (105 ILCS 5/10-23.5)
ARTICLE XI

COMPENSATION AND FRINGE BENEFITS

11.1 Wages
Certified Staff- Each step in the current (2015-2016) salary schedule will be increased by $300 for 2016-2017, $300 in 2017-2018, $300 in 2018-2019, and $400 in 2019-2020. Using these new salary schedules all certified staff members will receive one step per year beginning with the 2016-2017 school year, and continuing to receive step increases in each of the following three school years: 2017-2018, 2018-2019, and 2019-2020. All certified staff members who have reached longevity will receive annual salary increases 2.4% per year in 2016-2017, 2017-2018, 2018-2019, and 2019-2020 as well as a $300 increase to their base salary in 2016-2017, $300 in 2017-2018, $300 in 2018-2019, and $400 in 2019-2020. Certified staff members currently approved for annual 6.0% end-of-career bonuses will retain this benefit as already approved by the Board of Education under the terms of the 2013-2016 Collection Bargaining Agreement.

Support Staff- All support staff members who return shall receive a salary increase of $0.60 per hour for the 2016-2017, 2017-2018, 2018-2019, and 2019-2020 school years.

11.2 Payroll Checks
Payroll checks shall be issued twenty-four (24) times per year on the 1st and 15th of each month. Should a regular payroll date fall on a Saturday, Sunday, or holiday, payroll checks shall be issued the last working day prior to the regular payroll date.

11.3 Insurance
A. The District shall maintain group health/medical, dental, and vision insurance for certified employees and full-time support staff employees, no less comprehensive in coverage than the plan in effect for the previous contract.

B. The District shall provide each certified employee and full-time support staff employee with a term life insurance policy for $10,000.

C. The District shall establish a Flexible Benefit Plan. Such plan shall be for medical or medical-related premiums, dental premiums, medical or medical-related expense reimbursement benefits, and dependent care reimbursement benefits.

D. All employees who, during the 2002-2003 contract, received a pre-tax monthly, flexible benefit contribution equal to the cost of medical coverage for a single person, will continue to be eligible to receive said benefit under the terms of this contract subject to an annual review by the insurance committee and a vote of approval (refer to section “E” below) by school district employees. No additional employees, present or future (other than those who received this benefit during the 2002-2003 school year) are eligible to receive this flexible benefit option.

E. The Board and the Association shall appoint two (2) members each to serve on a joint insurance committee to meet for the purpose of studying options available in the areas of insurance coverage. The committee shall report these options to district employees at the beginning of each new school year. The final coverage of choice will be determined by a majority vote of full-time district employees. This vote shall be completed by the end of the fifth (5th) day of student attendance.
F. Open enrollment for insurance shall be the first ten (10) working days of the school year. Notification of the open enrollment shall take place with the paycheck given the employee for the pay period immediately preceding the first day of open enrollment. New employees shall have ten (10) days from the first day of employment to enroll in the insurance program.

G. The Board shall contribute the following monthly payments on behalf of each full-time employee’s health insurance premium.

- Annual salary of $25,000 or more: $454
- Annual salary of $24,999 or less: $486

H. Any bus driver that is classified as full time as of January 1, 2013 shall maintain their full time status if their hours are reduced due to Board-related scheduling changes and they shall receive monthly insurance payments in accordance with the above schedule.

11.4 Assuming Another Teacher’s Class
A teacher who is required to assume responsibility for another teacher’s class shall be compensated $25.00 per class period, providing that the substituting teacher performs this duty during his/her preparation time or other free time.

11.5 Coursework Reimbursement
A. The Board will annually reimburse each teacher $1,200.00 toward tuition and fee costs for successfully completed graduate-level coursework or coursework related to the attainment of a certificate endorsement. If the teacher leaves District 114 within two (2) years of receiving reimbursement for said coursework, the teacher will repay the district an amount equal to the actual reimbursement received within this (2) year period (maximum of $2,400.00), unless the teacher is leaving due to retirement, dismissal for cause, or non-renewal of contract by the Board of Education. The teacher must receive written approval from the Superintendent prior to enrolling in a course that will be submitted for reimbursement.

B. The Board will reimburse each support staff member up to $600.00 annually for successfully completed coursework or relevant workshop attendance. If the support staff member leaves District 114 within two (2) years of receiving reimbursement for said coursework or workshop attendance, the employee will repay the district an amount equal to the actual reimbursement received within this two (2) year period (maximum of $1,200.00), unless the employee is leaving due to retirement, dismissal for cause, or non-renewal of contract by the Board of Education. The employee must receive written approval from the Superintendent prior to enrolling in a course or workshop that will be submitted for reimbursement.

Reimbursement will be paid within thirty (30) calendar days after receipt of appropriate evidence of successful completion by transcript or grade report.

11.6 Part-Time Teacher’s Benefits
With regard to regularly employed part-time teachers, compensation and all economic benefits accruing to full-time teachers pursuant to this Agreement shall be pro-rated, except health/medical and dental insurance.
11.7 Extra Class – Overload
The teachers shall maintain a professional work day. In addition to the teaching day, the teacher will be at
the school before and after the work day for a sufficient amount of time to fulfill their professional
responsibilities.

Any teacher, who teaches an extra class over and above the assigned class load for that teacher’s grade
level, shall receive a stipend. The stipend shall be an increase of the base salary by a percentage equal to
the percentage of increased teaching time.

Scheduling will be a joint effort of the administration and the Association so as to assure teacher concerns
will be addressed, including but not limited to the following:

A. Class size
B. Preparation time
C. Number and length of periods
D. Plan period

11.8 Salary Schedule Placement
A. New Hires:

Teachers - All new employees shall be placed on the salary schedule at a step commensurate with
education and experience; provided, however, that such an employee is not placed at a step higher than
current employees with equal education and experience.

Support Staff - No new employee shall be paid at a higher rate than someone within the same
classification unless, at the sole discretion of the Superintendent, as affirmed by the Board of Education,
the new hire has demonstrated greater experience or qualifications than the current employee(s). The
schedule for new hires is attached as Appendix A4.

B. Administrators:
If an administrator becomes part of the bargaining unit, he or she will be placed on the certified salary
schedule on the Step which corresponds to years of experience in District 114, and in the Lane which
reflects the current level of education.

11.9 Horizontal Salary Schedule Advancement
Coursework Pre-approval: The Superintendent or designee must pre-approve graduate level coursework for
credit towards horizontal salary schedule movement per the following standards. Coursework must be as
follows:

A. Relevant to teaching assignment
B. Beneficial to the district
C. In major/minor field of study
D. In education administration
E. Towards CAS

F. Towards new certification

G. Undergraduate coursework reflecting the standards in A - F

11.10 **Lane Movement**

Teachers who present an official transcript for properly approved coursework no later than October 15th shall be eligible for salary schedule advancement for the entire year. Employee must serve notice of intent to change lanes by July 1st.

Teachers who present an official transcript for properly approved coursework no later than January 15th shall be eligible for salary schedule advancement for the second half of the school year. Employees must serve notice of intent to change lanes by July 1st.

11.11 **Retirement Benefits – Certified Staff**

A. The Board may limit the number of teachers who retire under the Early Retirement Without Discount Option of the Illinois Pension Code, 40 ILCS 5/16-133.2, in any year to 10% of those eligible, with the right to participate to be determined among those applying on the basis of seniority in the service of the District.

B. A teacher with at least ten (10) consecutive years of teaching service in the District who, up to three (3) years in advance of his/her retirement, submits written, irrevocable notice to the Superintendent of his/her intent to retire at the end of the school term during which he/she first becomes eligible to retire under the Early Retirement Without Discount Option of the Illinois Pension Code, 40 ILCS 5/16-133.2, shall receive an increase of the lesser of 6%, or any limitations provided by state statute, over his/her prior year’s creditable earnings in up to each of his/her final three years of employment. If the increase is 6%, such increase shall be inclusive of any scheduled salary increase to which the teacher may have otherwise been eligible and any other creditable earnings provided under this Agreement, including, without limitation, extra-curricular stipends, horizontal pay increase, or internal substitution pay. In addition, if the teacher is required to make an “early out” contribution, the Board shall contribute two hundred fifty dollars ($250) per year of teaching service to the District for purposes of the employee contribution.

C. In order to be eligible for this benefit, teachers must submit a written request to the Superintendent on or before February 1st prior to the intended retirement. The request must be accompanied by a letter of resignation effective at the end of the school year in which the request is made. In the event more than three (3) eligible teachers request the benefit, the least senior teacher may rescind his or her retirement, and shall be eligible for this benefit in the following year. Any teacher who has given notice of their retirement on or before February 1 as provided herein shall receive the benefits that are in existence on the date of such notice, notwithstanding that actual payment of benefits may occur one year after the term the current contract expires.
11.12 **Extra Duty**
Openings will be posted in the entire District. The salary for any new positions will be negotiated. All members of the bargaining unit who apply for the position shall be considered and the most qualified person shall be selected. If qualifications are equal, the most senior person will be selected. If, in the judgment of the Administration, too few students sign up for an activity by the starting date of that activity, the activity will be canceled for that session only, and the teacher will not receive the extra duty stipend.

11.13 **Mileage Reimbursement**
Employees shall receive reimbursement for job related mileage at the IRS rate in effect at the time of travel.

11.14 **Attendance Bonus**
With the exception of bus drivers, any non-certified employee who used no sick leave and no personal days in any school semester shall receive a bonus of eighty-five dollars ($85.00). The bonus shall be paid on the first pay day following the end of the semester. Absence due to work related injury will not count against perfect attendance. This provision does not apply to summer work.

Bus drivers shall receive a bonus of forty dollars ($40.00) per month during the school term for perfect attendance from the previous month, and completion and submittal of all walk-around forms. The months of August/September shall be considered one (1) month and May/June shall be considered one (1) month. The bonus shall be paid on the first pay day of the following month. Absence due to work-related injury will not count against perfect attendance.

11.15 **IMRF Shelter and Contributions**
According to the authority granted by the Pension Reform Act of 1974—Section 414(h) (2) of the Internal Revenue Code and Public Act 81-5136.111 Revised Stat. 1981, Chapter 108 1/2 Para. 7-173.2, the Board agrees to pay out of the salary schedule four and one-half percent (4.5%) of each employee's salary to the Illinois Municipal Retirement Fund (IMRF) on behalf of each employee as a tax sheltered direct contribution. Should any of the above be declared improper by an IRS ruling or opinion, or by a court of competent jurisdiction, that clause or portion thereof shall be deleted to the extent that it violates the ruling or opinion.

11.16 **Driver Education/Licensure**
For those employees who drive school buses, the District shall pay the tuition cost of the Driver Education Refresher Course. The District will provide a payment of forty-five dollars ($45.00) to the driver for attendance at the Driver Education Refresher Course.

11.17 **Charter Bus Routes**
Bus drivers shall receive a minimum of one (1) hour's pay for extra driving.

11.18 **Holidays**
All full-time employees shall receive as paid holidays the days identified as legal school holidays in Section 24.2 of The Illinois School Code. Employees may be required to work if their presence is required because of an emergency or for the continued operation and maintenance of school facilities and property.

To receive holiday pay an employee must work his/her full scheduled work day before and after the holiday.

Employees on authorized vacation shall be entitled to holiday pay if it falls during their vacation period. Employees shall be entitled to holiday pay if they take an authorized vacation day before or after July 4th.
Ten-month employees shall only be eligible for holiday pay during the ten (10) months of employment.

11.19 **Floating Holidays**
If a holiday falls on a weekend, employees shall receive an extra day’s pay if the day is not taken off with pay.

11.20 **Vacation**
All full year employees who have completed the following length of full-time service with the District shall receive a paid vacation in accordance with the following schedule:

- 1 – 7 years ........................................ two (2) full weeks
- 8 – 15 years ......................................... three (3) full weeks
- 16 + years ......................................... four (4) full weeks

Eligible employees shall notify the Board or its designee of their requests for their paid vacation time as soon as feasible but in no event less than three (3) months in advance of the requested date(s). The time allotted to an employee for a paid vacation will be established by the Board or its designee, and as such, will cause minimum interference with the Board’s functions and the District’s operations. Consistent with causing minimum interference with the Board’s functions and the District’s operations, employees will be given preference as to the time of their vacation on the basis of seniority.

In addition, vacations shall be limited to two (2) weeks at a time, during time students are in attendance, except as may be mutually agreed to between the employee and the Board or its designee.

All part-time or hourly employees shall receive payment only on days which they perform their assigned duty.

Twelve-month office employees hired prior to 1986 shall receive salary for all holidays and school vacations. Twelve-month office employees hired after 1986, and custodial staff, shall work as assigned during Winter and Spring Break and be paid commensurate with the time they actually work.

Vacation time must be used within one year of being earned or it shall be forfeited.

**EXAMPLE:**

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11.21 **Retirement Benefits – Support Staff**
Support staff with at least fifteen (15) years or more of continuous full-time service to the District who retire under the provisions of the Illinois Municipal Retirement Fund (IMRF) system shall have their basic compensation increased by the lesser of 6%, or any limitations provided by state statute, in each of their final three years. This retirement benefit is inclusive of any and all increases and therefore will not exceed 6% annually. The retiring staff member must notify the Superintendent in writing, three years preceding the staff member’s final year of employment, of his or her intent to retire by February 1.

Any eligible support staff member who has given notice of their retirement on or before February 1, and as provided herein shall receive the benefits that are in existence on the date of such notice, notwithstanding the actual payment of benefits may occur up to two years after the term of the current contract expires.

11.22 **Outdoor Education**
Any bargaining unit member assisting in Outdoor Education shall be compensated in the same fashion as teachers assigned to Outdoor Education.

11.23 **Professional Growth and Development**
Employees wishing to take job related coursework or training or coursework in the field of education may be eligible for the reimbursement of job related coursework. The employee must obtain prior approval for the coursework or training, demonstrate satisfactory completion of the training through the presentation of a transcript, and present a canceled check or receipt in support of the request for reimbursement ($250 cap per annum).

11.24 **In-Service Training**
The Board will develop and publish, on an annual basis, a schedule of in-service training programs. In order to enhance the planning, the District will conduct a needs assessment each spring and will attempt to reflect the findings in the schedule of in-service training.

Teaching assistants may be invited to attend those in-services or meetings which pertain to their job and will be compensated for the time at the regular rate of pay.

If the Principal requires support staff to attend in-services, the employees will be compensated at the regular rate of pay. Immediate supervisors will be informed of required attendance at in-services.

11.25 **Crossing Guards**
The Board will pay up to two (2) crossing guards, a fuel stipend of $10.00 each during the months of November, December, January, February, and March.

11.26 **Extra Duty Assignment Rotation**
The District shall follow the Appendix C Extra Duty Assignment Rotation where Group A Extra Duties will be posted and awarded in the 2016 – 2017 school year, Group B Extra Duties will be posted and awarded in the 2017 – 2018 school year, Group C Extra Duties will be posted and awarded in the 2018 – 2019 school year, and Group A Extra Duties in the 2019-2020 school year.
ARTICLE XII

EFFECT OF THE AGREEMENT AND DURATION

12.1 Any individual contract between the Board and an individual bargaining unit member heretofore and hereafter executed, shall not be inconsistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

12.2 The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto. The terms and conditions may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written amendment.

12.3 It is expressly understood and agreed that all functions, rights, powers, or authority of the Board which are not specifically limited by the express language of this Agreement are retained by the Board.

12.4 If any provision of this Agreement is held to be contrary to law, then such provision shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions shall continue in full force and effect.

12.5 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or by specific agreement of the parties. Therefore, the Board and Association for the life of this Agreement each voluntarily and unqualifiedly waive any right which may otherwise exist to negotiate over any matter during the term of this Agreement, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter contained herein. However, it is understood by the Board and the Association that if any new initiatives affecting wages, benefits or working conditions are proposed during this Agreement, then impact bargaining must take place prior to implementation.

12.6 During the term of this Agreement the Association will not strike and the Board will not lock out employees.

12.7 THIS AGREEMENT shall be effective as of July 1, 2016 and shall continue in effect until June 30, 2020. This Agreement shall expire at such expiration date unless it is extended for a specific period or periods by mutual written agreement of the parties.

EDUCATION ASSOCIATION OF FOX LAKE, IEA-NEA

By: [Signature] Melissa Williams, President
Attest: Betty Cwiak, Secretary
July 1, 2016

BOARD OF EDUCATION,
FOX LAKE SCHOOL DISTRICT #114
LAKE COUNTY, ILLINOIS

By: [Signature] Matt Dabrowski, President
Attest: [Signature] Bonnie Sherwin, Secretary
July 1, 2016
16-17 Salary Schedule

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APPENDIX A
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<td>71,736</td>
<td>76,268</td>
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### FOX LAKE DISTRICT #114

#### HOURLY RATE SCHEDULE – Support Staff, IEA-NEA

**2016-2020 Starting Salary Ranges – Support Staff**

<table>
<thead>
<tr>
<th>Position</th>
<th>Starting Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Instructional Assistant:</strong></td>
<td></td>
</tr>
<tr>
<td>No Degree</td>
<td>$11.50</td>
</tr>
<tr>
<td>Associate’s Degree</td>
<td>$13.00</td>
</tr>
<tr>
<td>Bachelor’s Degree</td>
<td>$15.00</td>
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<tr>
<td><strong>Secretary:</strong></td>
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</tr>
<tr>
<td>No Bachelor’s Degree</td>
<td>$11.50</td>
</tr>
<tr>
<td>Associate’s Degree</td>
<td>$13.00</td>
</tr>
<tr>
<td>Bachelor’s Degree</td>
<td>$15.00</td>
</tr>
<tr>
<td><strong>Food Service:</strong></td>
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<tr>
<td>Kitchen Support (part-time):</td>
<td>$11.00</td>
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<tr>
<td>Kitchen Lead (full-time):</td>
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<tr>
<td><strong>Transportation:</strong></td>
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<tr>
<td>Bus Driver:</td>
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<td>Van Driver:</td>
<td>$12.00</td>
</tr>
<tr>
<td>Bus Aide:</td>
<td>$10.00</td>
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<tr>
<td><strong>Custodian:</strong></td>
<td>$13.00</td>
</tr>
<tr>
<td><strong>Maintenance:</strong></td>
<td>$24.00</td>
</tr>
</tbody>
</table>

For the 2016-2020 contract year, any support staff who currently is below the above stated minimum starting salary in their category will be brought up to the current minimum hourly rate and then receive the 3 percent increase. These increases bring all noncertified staff above the current minimum level and therefore will prohibit any further renegotiated salaries for individuals who may fall below the starting hourly rate.
FOX LAKE DISTRICT #114

SUPPORT STAFF, IEA-NEA

Changing Categories and the Impact on Salary

When a member of the support staff changes categories, their salary will change as follows:

1. If current salary is within the range for the current category, the percentage that current salary exceeds the base in current category will become the same percentage exceeding base in new category.

2. If current salary exceeds the range for the current category, the percentage that current salary exceeds the top end of the range will become the same percentage exceeding the top end of the range in the new category.

Examples:
(within) Secretary makes $8.50. Current salary is .0625% over base amount. Clerical assistant base salary is $7.00. The secretary moving to this position should be .0625% over the base amount for a new salary of $7.44.

(exceeds) Secretary makes $16.00. Current salary is .488% over ending amount. Clerical assistant ending salary is $8.75. The secretary moving to this position should be .488% over the top amount for a new salary of $13.02.
# Extra Duty Stipend

### Interscholastic Coaching & Choir

<table>
<thead>
<tr>
<th>Position</th>
<th>Stipend</th>
</tr>
</thead>
<tbody>
<tr>
<td>7th Grade Basketball Boys</td>
<td>2,400.00</td>
</tr>
<tr>
<td>7th Grade Basketball Girls</td>
<td>2,400.00</td>
</tr>
<tr>
<td>7th Grade Volleyball</td>
<td>2,400.00</td>
</tr>
<tr>
<td>8th Grade Basketball Boys</td>
<td>2,400.00</td>
</tr>
<tr>
<td>8th Grade Basketball Girls</td>
<td>2,400.00</td>
</tr>
<tr>
<td>8th Grade Volleyball</td>
<td>2,400.00</td>
</tr>
<tr>
<td>Soccer – Stanton</td>
<td>2,400.00</td>
</tr>
<tr>
<td>Assistant Soccer – Stanton</td>
<td>1,350.00</td>
</tr>
<tr>
<td>Cheerleading – Stanton</td>
<td>2,000.00</td>
</tr>
<tr>
<td>Chorus - Lotus</td>
<td>2,400.00</td>
</tr>
<tr>
<td>Chorus - Stanton</td>
<td>2,400.00</td>
</tr>
<tr>
<td>Cross Country - Stanton - Coach 1</td>
<td>2,400.00</td>
</tr>
<tr>
<td>Cross Country - Stanton - Coach 2</td>
<td>2,400.00</td>
</tr>
<tr>
<td>Scholastic Bowl - Stanton</td>
<td>1,200.00</td>
</tr>
<tr>
<td>Track Distance Running Coach</td>
<td>2,400.00</td>
</tr>
<tr>
<td>Track Sprinting &amp; Jumping Coach 1</td>
<td>2,400.00</td>
</tr>
<tr>
<td>Track Sprinting &amp; Jumping Coach 2</td>
<td>2,400.00</td>
</tr>
<tr>
<td>Track Throwing Coach</td>
<td>2,400.00</td>
</tr>
<tr>
<td>State Meet Extra Pay</td>
<td>900.00</td>
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<tr>
<td>Wrestling Assistant Coach</td>
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</tr>
<tr>
<td>Wrestling Head Coach</td>
<td>2,900.00</td>
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</table>

- The athletic director will set try-out dates at least 60 days prior to the first try-out.
- The try-out date(s) will allow for a minimum of 8 practices prior to the first competition whenever possible.
- Once try-outs have been held, practices shall be held on school days, MTRF unless there is a game/meet or the athletic director approves canceling practice.
- If a coach is unable to attend a game or practice due to personal reasons, the stipend will be reduced at a rate of $30/hour.
- If a coach is unable to attend a game or practice due to personal reasons, the coach must let the AD know prior to the game or practice.
- All coaches are expected to ride the bus to and from all games and/or meets with the students.
- Any coach who will be practicing with students and attending the State Meet will be entitled to $100 in extra pay per person.
### Extra Duty Stipend

**Student Activities**

<table>
<thead>
<tr>
<th>Position</th>
<th>Maximum</th>
<th>Minimum</th>
<th>Min. Hours</th>
<th>Max. Hours</th>
<th>$/Hour</th>
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<tbody>
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<td>Coding Club - Lotus</td>
<td>900.00</td>
<td>360.00</td>
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<td>36.00</td>
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<tr>
<td>Dance - Stanton</td>
<td>1,584.00</td>
<td>792.00</td>
<td>22.00</td>
<td>44.00</td>
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<tr>
<td>Drama - Fall - Stanton</td>
<td>1,008.00</td>
<td>540.00</td>
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<tr>
<td>Drama - Spring - Stanton</td>
<td>1,008.00</td>
<td>540.00</td>
<td>15.00</td>
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<td>36.00</td>
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<tr>
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<tr>
<td>Intra. Basketball Boys – Stanton</td>
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<td>25.00</td>
<td>36.00</td>
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<tr>
<td>Intra. Basketball Girls – Lotus</td>
<td>900.00</td>
<td>360.00</td>
<td>10.00</td>
<td>25.00</td>
<td>36.00</td>
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<tr>
<td>Intra. Basketball Girls – Stanton</td>
<td>900.00</td>
<td>540.00</td>
<td>15.00</td>
<td>25.00</td>
<td>36.00</td>
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<td>36.00</td>
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<td>360.00</td>
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<td>36.00</td>
</tr>
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<td>360.00</td>
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<td>15.00</td>
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<td>36.00</td>
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<td>14.00</td>
<td>36.00</td>
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<td>540.00</td>
<td>15.00</td>
<td>21.00</td>
<td>36.00</td>
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<td>540.00</td>
<td>15.00</td>
<td>21.00</td>
<td>36.00</td>
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</table>

- All activity sponsors will be required to keep a timesheet of hours worked that will be turned in with the end of activity report before receiving the stipend.
- Time logged must be contact hours with students and may not be during the employee's regular work day (unless it is the employee's lunch).
- Activity sponsors will be paid $36/hour (w/ the exception of study hall) up to the maximum allowable amount.
- A sponsor must commit to completing the minimum required hours.
- If multiple sponsors agree to split the position, they will split the $36/hour for overlapping time with students unless there are more than 26 students present.
- All activities listed above must have a minimum of 10 paid and/or scholarship approved students participating.
- All activities above, aside from morning study hall, mentor programs, and the talent show, will charge participants a minimum of a $10 participation fee.
### Extra Duty Stipend

**Flat Pay Rate Positions**
- Basketball/Wrestling Scorer: 40.00
- Basketball/Wrestling Timer: 40.00
- Scholastic Bowl Reader/Scorer: 35.00
- Track Workers: 60.00
- Volleyball Scorer/Timer: 50.00
- Springfield Trip - Stanton: 1,000.00
- Special Ed Coordinator - Lotus: 2,500.00
- Special Ed Coordinator - Stanton: 2,500.00
- Head Bus Driver: 2,500.00

**Hourly Positions**

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<tr>
<th>Position</th>
<th>Hourly Rate</th>
<th>Max. Hours</th>
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</thead>
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<td>Accelerated Reader - Lotus</td>
<td>1,080.00</td>
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<tr>
<td>Accelerated Reader - Stanton</td>
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</tr>
<tr>
<td>Book Buddies RIF Coordinator - Lotus</td>
<td>540.00</td>
<td>36.00</td>
</tr>
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<td>Book Buddies RIF Coordinator - Stanton</td>
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<td>36.00</td>
</tr>
<tr>
<td>Stanton Tier 1 PBIS Internal Coach</td>
<td>1,224.00</td>
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<td>Stanton Tier 2 PBIS Internal Coach</td>
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<tr>
<td>Lotus Tier 1 PBIS Internal Coach</td>
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<tr>
<td>Lotus Tier 2 PBIS Internal Coach</td>
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<td>Curriculum Work @ 31.21/hr (200 hours)</td>
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<td>Summer School 31.21/hr (665 hours)</td>
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<td>2 CPI Trainers @ 31.21/hr (20 hours each)</td>
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</tr>
<tr>
<td>Teacher Mentor @ 31.21/hr (36 hours each)</td>
<td>1,123.56</td>
<td>31.21</td>
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</tbody>
</table>

- All hourly positions will be required to keep a timesheet of hours worked that will be turned in with the end of activity report before receiving the stipend.
- Time logged shall not be in place of an employee’s regular employment responsibilities (unless it is the employee’s lunch).
- Activity sponsors will be paid $36/hour (w/ the exception of study hall) up to the maximum allowable amount.
### 2016-17

- **A** 7th Grade Girls Basketball - Stanton
- **A** 7th Grade Volleyball
- **A** 8th Grade Boys Basketball - Stanton
- **A** Accelerated Reader - Stanton
- **A** Book Buddies RIF Coordinator - Lotus
- **A** Cheerleading - Stanton
- **A** Chorus - Lotus
- **A** Dance - Stanton
- **A** Head Bus Driver
- **A** Intra. Basketball Girls - Lotus
- **A** Intra. Fitness Club - Stanton
- **A** Intra. Gymnastics - Stanton
- **A** Intra. Soccer - Lotus
- **A** Keyboarding Club - Lotus
- **A** Lotus Instructional Coach 2
- **A** Lotus Tier 1 PBIS Secondary Coach
- **A** Springfield Trip - Stanton
- **A** Stanton Instructional Coach 2
- **A** Student Council - Stanton
- **A** Student Mentor Coordinator - Lotus
- **A** Talent Show - Lotus
- **A** Track - Distance Running Coach

### 2017-18

- **B** 7th Grade Boys Basketball - Stanton
- **B** 8th Grade Volleyball
- **B** Accelerated Reader - Lotus
- **B** Chorus - Stanton
- **B** Coding Club - Lotus
- **B** CPI Trainer 1
- **B** Cross Country - Stanton - Coach 1
- **B** Drama - Fall - Stanton
- **B** Intra. Basketball Boys - Lotus
- **B** Intra. Basketball Girls - Stanton
- **B** Intra. Gymnastics - Fall - Lotus
- **B** Intra. Volleyball - Stanton
- **B** Lotus Instructional Coach 3
- **B** Lotus Tier 2 PBIS Secondary Coach
- **B** National Junior Honor Society - Stanton
- **B** Soccer - Assistant Coach - Stanton
- **B** Special Ed Coordinator - Lotus
- **B** Stanton Tier 1 PBIS Internal Coach
- **B** Student Mentor Coordinator - Stanton
- **B** Track - Sprinting & Jumping Coach 1
- **B** Wrestling Head Coach
- **B** Yearbook - Lotus

### 2018-19

- **C** 8th Grade Girls Basketball - Stanton
- **C** Book Buddies RIF Coordinator - Stanton
- **C** CPI Trainer 2
- **C** Cross Country - Stanton - Coach 2
- **C** Drama - Spring - Stanton
- **C** Intra. Basketball Boys - Stanton
- **C** Intra. Gymnastics - Spring - Lotus
- **C** Intra. Running Club - Lotus
- **C** Intra. Soccer - Stanton
- **C** Lotus Instructional Coach 1
- **C** Morning Study Hall - Stanton
- **C** Pottery - Lotus
- **C** Scholastic Bowl - Stanton
- **C** Soccer - Head Coach - Stanton
- **C** Special Ed Coordinator - Stanton
- **C** Stanton Instructional Coach 1
- **C** Stanton Tier 2 PBIS Internal Coach
- **C** Talent Show - Stanton
- **C** Track - Sprinting & Jumping Coach 2
- **C** Track - Throwing Coach
- **C** Wrestling Assistant Coach
- **C** Yearbook - Stanton

### 2019-20

- **A** 7th Grade Girls Basketball - Stanton
- **A** 7th Grade Volleyball
- **A** 8th Grade Boys Basketball - Stanton
- **A** Accelerated Reader - Stanton
- **A** Book Buddies RIF Coordinator - Lotus
- **A** Cheerleading - Stanton
- **A** Chorus - Lotus
- **A** Dance - Stanton
- **A** Head Bus Driver
- **A** Intra. Basketball Girls - Lotus
- **A** Intra. Fitness Club - Stanton
- **A** Intra. Gymnastics - Stanton
- **A** Intra. Soccer - Lotus
- **A** Keyboarding Club - Lotus
- **A** Lotus Instructional Coach 2
- **A** Lotus Tier 1 PBIS Secondary Coach
- **A** Springfield Trip - Stanton
- **A** Stanton Instructional Coach 2
- **A** Student Council - Stanton
- **A** Student Mentor Coordinator - Lotus
- **A** Talent Show - Lotus
- **A** Track - Distance Running Coach

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**A.** Posted and Awarded in 2016-17

**B.** Posted and Awarded in 2017-18

**C.** Posted and Awarded in 2018-19

**A.** Posted and Awarded in 2019-20

*If a staff member resigns from an extra duty, it will be posted and awarded as needed*
Memorandum of Understanding

Between

The Education Association of Fox Lake 114

And

Fox Lake Grade School District 114

The current contractual agreement between the Education Association of Fox Lake 114 and Fox Lake Grade School District 114 includes overlapping timelines for full-time employees to vote on insurance options and the time period for open enrollment in insurance plans. As such, this memorandum acts to aid both the association and the district in establishing a reasonable procedure and timeline for selecting an insurance carrier(s).

Henceforth, any full-time employee who receives insurance benefits may be a member of the insurance committee. Any employee who meets these requirements and desires to be a member of the insurance committee, shall provide his or her name and contact information (email) to the Association President. The Association President will appoint which members will represent the Association on the Insurance Committee and will notify the District business manager by June 15 of those members who have been appointed to be a voting committee member for the upcoming school year. The business manager shall invite all committee members to review insurance options no later than 7 days prior to the meeting. After such meeting, all committee members in attendance will be allowed to vote among available insurance options. The final coverage of choice will be selected by a majority vote of committee members. This vote shall take place no later than two (2) weeks prior to the start of school.

This Memorandum of Understanding shall terminate on June 30, 2020.

Agree to and accepted by:

The Education Association of Fox Lake 114

Melissa Williams, President
August 16, 2016

Fox Lake Grade School District 114

Matt Dabrowski, President of the Board
August 16, 2016
Memorandum of Understanding

Between

The Education Association of Fox Lake

And

Fox Lake Grade School District 114

The current contractual agreement between The Education Association of Fox Lake and Fox Lake Grade School District 114 contains language designating stipend position funds for CPI Trainers (2) and a Lotus School Special Education Coordinator. Since the time that the current contractual agreement was signed, these positions are no longer needed as they are being filled in other capacities. As such, this memorandum acts to officially redistribute the stipend funds to alternate positions in a manner that best suits both the association and district for the remained for the current contract.

Funds available:
$1,248.40 from elimination of CPI Trainer Stipend (2)
$2,500.00 from elimination Lotus Special Education Coordinator Stipend
$3,748.40 total funds available

Members of the Education Association of Fox Lake and district administrators were invited to submit ideas as to how the available fund would be redistributed towards new or existing programs. At a meeting on Wednesday, October 25, 2017 at which all members of the Education Association of Fox Lake executive board and District Superintendent Heather Friziellie were present, all submitted ideas were presented and discussed. After a review of all ideas proposed, it was mutually agreed upon by all parties present that the available stipend funds would be reallocated to “Girl on the Run” activity sponsor positions at Lotus School.

New Stipended Positions
$1,296.00 Girls on the Run- Sponsor One (Hiring Rotation A)
$1,296.00 Girls on the Run- Sponsor Two (Hiring Rotation B)
$1,296.00 Girls on the Run- Sponsor Three* (Hiring Rotation C)
$3,888.00 maximum cost of new stipend positions
*As needed based on program participation

Each Girls on the Run Activity Sponsor must agree to meet for the minimum amount of hours as required by the Girls on the Run program. Each Girls on the Run Activity Sponsor will be paid at a rate of $36 per hour and will be required to meet the same “Student Activities” expectations as outlined in Appendix B, page B2 of the current contractual agreement. Girls on the Run Activity Sponsors will each be compensated up to a maximum of 36 hours. Positions for Girls on the Run Activity Sponsors will be posted and awarded in accordance with the current contractual agreement.

This Memorandum of Understanding shall terminate on June 30, 2020.

Agreed to and accepted by:

Melissa Williams, President of the Education Association of Fox Lake
November 21, 2017

Matt Dabrowski, President of the Fox Lake School District Board of Education
November 21, 2017
Memorandum of Understanding
Between
The Education Association of Fox Lake
And
Fox Lake Grade School District 114

In an ongoing effort to improve payroll procedures that will benefit both Fox Lake Grade School District 114 and its employees, the District and The Education Association of Fox Lake agree to the following terms for the duration of the current contract.

(1) Payroll checks shall be issued twenty-four (24) times per year on the 15th and the last day of each calendar month. Should a regular payroll date fall on a Saturday, Sunday, or holiday, payroll checks shall be issued the last working day prior to the regular payroll date. *

(2) Beginning with the 2018-2019 contract, the first payroll check of each contract year for certified staff and all non-twelve month, non-certified staff, shall be issued on the last payroll date in August. **

(3) Beginning with the 2018-2019 contract, certified staff shall have 9.0% of their wages withheld for contribution to the Teacher’s Retirement System of the State of Illinois (TRS) from all wages for all twenty-four (24) payroll checks. In the event that a state statute changes this requirement, the necessary changes shall be implemented as required by law. ***

*This is a deviation from the current practice of payroll checks being issued on the 1st and 15th of each month.

**This is a deviation from the current practice of certified staff payroll beginning on the September 15th payroll. This is also a deviation from the current practice of all non-twelve month non-certified staff payroll beginning on the September 1st payroll.

***This is a deviation from the current practice of “accelerating” the rate deducted to 10.8% of a certified staff member’s regular contract pay and withholding TRS contributions from a certified staff member’s regular contract pay from only the first twenty (20) payroll checks of each contract year. (Currently listed as “TRS ACCELE” under payroll deductions.)

This Memorandum of Understanding shall terminate on June 30, 2020.

Agreed to and accepted by:

Melissa Williams, President of the Education Association of Fox Lake
March 20, 2018

Matt Dabrowski, President of the Fox Lake School District Board of Education
March 20, 2018
Memorandum of Understanding
Between
The Education Association of Fox Lake
And
Fox Lake Grade School District 114

The current contractual agreement between The Education Association of Fox Lake and Fox Lake Grade School District 114 contains specific language surrounding personal business leave. The language is as follows:

Section 8.4 Personal Business Leave
Each member shall be entitled to two (2) days of personal business leave for matters which cannot be handled during non-school days or hours. Written notification of such leave shall be made to the Superintendent or his designee at least five (5) employment days prior to the onset of such leave, provided in an emergency such application may be made at a later time with the explanation of such emergency. Such leave shall be approved if not disapproved by the Superintendent or his designee within three (3) days of receipt by the Superintendent or his designee.

Such a leave shall not be used at any time for recreation, recreational travel or vacations, participation in any work stoppage or collective bargaining dispute, or for an activity which will produce income for the employee. The first five (5) days and last fifteen (15) days of the school year and the days immediately preceding or following a legal holiday, vacation or school recess shall not be available for personal leave, except in an emergency. In the event an employee utilizes a personal leave day during the periods identified in the preceding sentence that are not emergencies, pro rata shall be deducted from the employee’s pay. Unused personal days shall accumulate as sick leave.

Past practice has allowed employees to attend activities related to the transition to and from college for children, step-children, and/or legal guardians, exempt from the restrictions listed in this agreement. This Memorandum of Understanding acts to formally exempt activities related to the transition to and from college for children, step-children, and/or legal guardians from the restrictions stated in this agreement.

This Memorandum of Understanding shall terminate on June 30, 2020.

Agreed to and accepted by:

Melissa Williams,
President of the Education Association of Fox Lake
May 15, 2018

Matt Dabrowski,
President of the Fox Lake School District Board of Education
May 15, 2018
Memorandum of Understanding
Between
The Education Association of Fox Lake
And
Fox Lake Grade School District 114

In an ongoing effort to clarify processes for employees, the District and The Education Association of Fox Lake agree to the following terms for the duration of the current contract.

(1) Employees entitled to an approved Family Medical Leave Act leave who exhaust their available sick, personal, and (if applicable) vacation days may apply to use days donated for their colleagues’ identified needs. Approval to access donated sick days will be reviewed with final approval by the Superintendent. *

(2) Upon approval of an employee’s request to access donated days, the Superintendent will inform staff of the request. Employees may choose to donate up to 3 sick leave days to offset the need identified and approved in (1) above. All days donated will be documented in a log with donor name and number of days donated.*

(3) When an employee on approved medical leave accesses the donated days, days will be taken in first offered, first deducted order with one (1) day taken from each donor at a time. Additional days will be deducted in this same fashion until all donated days are exhausted. Should additional days be needed, another request for donations will be made by the Superintendent.

(4) Any sick days donated but not used by the employee will be returned to the donating employee at the end of the leave or the last day of the contract year, whichever comes first.*

*This is a clarification to Section 8.9 of the Collective Bargaining Agreement.

This Memorandum of Understanding shall terminate on June 30, 2020.

Agreed to and accepted by:

Melissa Jakstas, President of the Education Association of Fox Lake
September 25, 2018

Matt Dabrowski, President of the Fox Lake School District Board of Education
September 25, 2018
Memorandum of Understanding
Between
The Education Association of Fox Lake
And
Fox Lake Grade School District 114

In a Memorandum of Understanding agreed to and signed on August 16, 2016 by The Education Association of Fox Lake and Fox Lake School District 114, procedures were established for the selection of an insurance carrier(s). This included the formation of an insurance committee which had the authority to select an insurance carrier(s) on behalf of all district employees.

At the insurance meeting on July 25, 2018, committee members were presented with a variety of insurance options. One option presented was to join the Northern Illinois Health Insurance Program (NIHIP). After carefully considering all options, the insurance committee voted unanimously to join NIHIP with the understanding that there is a three-year commitment to the cooperative and thereby the insurance carrier selected by the NIHIP cooperative.

The decision of the insurance committee to join NIHIP with a three-year commitment negates the need for a committee decision on an insurance carrier(s) for the duration of this contract. As such, moving forward the insurance committee will act as an advisory committee, working with the district to review insurance related matters and act as liaisons to the staff in insurance related matters.

This Memorandum of Understanding shall terminate on June 30, 2020.

Agreed to and accepted by:

Matt Dabrowski,
President of the Fox Lake School District Board of Education
November 20, 2018

Melissa Jakstas,
President of the Education Association of Fox Lake
November 20, 2018