

Master Contract and Agreement

By and Between

**Lincoln Elementary School District
No. 27 Board of Education**

And

**Lincoln Elementary Education
Organization**

2015-2016

2016-2017

2017-2018

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MASTER CONTRACT AND AGREEMENT

PREAMBLE

The Board of Education of District #27 and the Lincoln Elementary Education Organization recognize that the ultimate aim of public schools is to provide the best education possible for children and youth of the District. Attainment of these educational objectives is a joint responsibility of the Board of Education, the administrators, and the teachers of the District. To attain these objectives, free and open exchange of views is desirable and necessary, with all parties participating in deliberations leading to the determination of matters defined as negotiable in Article III, Section G.

ARTICLE I RECOGNITION

The Board of Education of District #27 recognizes the Lincoln Elementary Education Organization, an affiliate of IEA/NEA, as the sole negotiation agent for the regularly employed certificated and non-certificated employees of the District in matters defined as negotiable in Article III, Section G below, except the following classifications: Superintendent, Assistant Superintendent, Principals, and other administrative or supervisory personnel having authority to hire, transfer, assign, promote, discharge or discipline other employees or having the responsibility to make other recommendations thereon.

ARTICLE II PRINCIPLES

- A. **Teachers:** It is recognized that teaching is a profession requiring specialized educational qualifications and that the success of the educational program in the District depends upon the maximum utilization of the abilities of teachers who are reasonably well satisfied with the conditions under which their services are rendered.
- B. **Board of Education:** It is recognized that the legal responsibility for education is vested in the local board of education, and that this responsibility of final decision-making cannot be delegated. However, the Board agrees to participate in good faith negotiations as provided herein.
- C. **Good Faith Negotiations:** Good Faith requires the parties negotiating not only to have sincere desire to reach agreement, but also to make an earnest effort to reach common ground through the process of professional negotiations. Both parties should deal with each other openly and fairly. Nothing in this definition should be construed to mean that the Board or the Organization must yield its freedom to reject proposals or to refrain from making concessions unacceptable to them.
- D. **Authority to Negotiate:** It is the mutual responsibility of the Board and the Organization to confer upon their respective representatives the necessary power and authority to make proposals, consider proposals and make counter-proposals in the

course of negotiations, and to reach tentative agreement which shall be presented to the LEEO and the Board of Education respectively for ratification.

ARTICLE III DURATION OF AGREEMENT AND NEGOTIATING PROCEDURES

- A. **Committee Membership:** Three (3) designated representatives of the Board and three (3) designated representatives of the LEEO shall constitute a joint negotiating committee. Two (2) silent observers, who shall be members of the two (2) parties forming the committee, may also be present in the room. The observers shall not sit at the table and will not be allowed to speak. All meetings will be restricted to this membership unless changed by mutual agreement.

- B. **Employee Rights:** Employees shall have the right to form, join or assist professional employees' organizations, and to participate in professional negotiations with the School Board through representatives of their own choosing. Employees shall also have the right to refrain from any or all of such activities.

- C. **Meetings:** If either side desires to terminate, amend, or modify this Agreement, it should be done in writing between the respective presidents. In January of the year a contract is due to expire, both parties will convene to review guidelines and establish procedures for the upcoming bargaining sessions. The negotiating teams of both parties will establish the time and place for the negotiation meetings by April 1. Facts, opinions and proposals will be exchanged freely during the meeting or meetings in an effort to reach mutual understanding and agreement on matters defined as negotiable in Article III, Section F below.

- D. **Communications:** Communications should be done through the respective presidents of the organizations or their designated representatives.

- E. **Information:** The Organization shall be furnished on request all regularly and routinely prepared information concerning the financial condition of the school including the annual financial statement and adopted budget. In addition, the Board and the administration will grant reasonable requests relevant to negotiations. Nothing herein shall require the central administrative staff to research and assemble information.

The Organization will furnish copies of any pertinent information as reasonably requested by the Superintendent or by the Board

- F. **Costing Out Demands for Study:** When the Organization's proposals will result in additional dollar cost to the Board, a detailed cost analysis will accompany the request.

- G. **Scope:** The Organization and the Board agree that negotiation, in good faith, will encompass only the following items unless amended by mutual agreement:
 - 1. Salaries
 - 2. Related economic conditions of employment (fringe benefits)

3. Grievance adjustment
4. Negotiating procedures
5. Working conditions

- A. **Requests for Assistance:** Either party may call upon competent professional and lay representatives to consider the matter under discussion in the deliberations and to make suggestions to the party concerned. For all such consultant services or assistance, costs shall be paid by the party that requests the representative.
- B. **Public Information:** Both parties agree that negotiations will take place at the bargaining table and refrain from discussing the progress of negotiations with the public until an agreement or impasse has been reached.
- C. **Impasse Provision:** The Board of Education or the Organization reserves the right to consider all tentative agreements reached during current negotiation sessions to be null and void if final agreement cannot be reached on all items and negotiations end up at an impasse requiring mediation and/or fact finding.
- D. **Attendant Costs:** Costs for fact-finders or mediators hired during the impasse period will be shared equally by the Board and LEEO.
- E. **Agreement and Appendices:** When tentative agreement is reached on all matters being negotiated, a proposed written memorandum of understanding embodying tentative negotiations will be first submitted to the Organization membership and then the full Board of Education for ratification. Such document, if ratified by both parties, will become a part of the official minutes of the Board, and insofar as appropriate, shall become an appendix to this Agreement. When necessary, provisions in the Agreement shall be reflected in the individual teachers' contracts. The Agreement shall not discriminate against any member of the teaching staff, regardless of membership or nonmembership in any teachers' organization.
- F. **Validity of Contract:** If any section, paragraph, sentence or clause of this Agreement is held invalid or unconstitutional, such decision shall not affect the remaining portion of this Agreement or any section or part thereof.

Any section, paragraph, sentence or clause so held invalid shall be subject to renegotiation at the time of invalidation to determine if a valid substitute acceptable to both parties can be established.

- G. **Negotiations During Year:** The Organization and the Board of Education agree that all negotiable items have been discussed during the negotiations leading to this Agreement, and that no additional negotiations on this Agreement will be conducted on any item, whether contained herein or not, except by mutual consent of the LEEO and the Board of Education.

H. Appeal To a Mediator:

1. If agreement is not reached on all items within sixty (60) calendar days of the organizational meeting, or forty-five (45) days before the scheduled start of the school year, either party may declare an impasse has been reached and proceed with the provisions of this article.
2. Federal Mediation and Conciliation Services will be contracted to provide a mediator.
3. The mediator shall have the authority to confer separately or jointly with the parties, review pertinent data and make suggestions and recommendations for settlement.

**ARTICLE IV
RIGHTS AND RESPONSIBILITIES**

- A. **Good Faith Negotiations by Board:** The Board of Education shall negotiate in good faith with the representatives of the Organization.
- B. **Right of Access:** The Board of Education shall grant reasonable requests for access, by organization representatives, to work areas of professionals represented by the Organization. Access will be granted by the administration, provided that no interference with the instructional program would be occasioned by the granting of such requests and provided all visitors obtain permission from the Superintendent's office before proceeding to their ultimate destinations.
- C. **Faculty Mailboxes:** The Organization shall have the right to use the faculty announcement boxes in the various schools during lunch and break periods and before and after school for a reasonable volume of appropriate announcements relating to the conduct of the negotiating agent's business on behalf of the members of the negotiating unit.
- D. **Membership Meetings:** The Organization shall also have the right to hold general membership meetings on School District property provided such meetings in no way interfere with any aspect of the instructional program and provided that such meetings entail no additional maintenance or custodial expenses.
- E. **Bulletin Boards:** The Organization shall be provided with bulletin board space in each school. Only authorized representatives of the Organization will use bulletin boards for Organization announcements and all material posted will relate only to the Organization's official business as negotiating agent of the LEEO.
- F. **Good Faith Negotiations by Organization:** The Organization and its members shall negotiate in good faith with the Board or its representatives.

- G. **Continuity of Service:** The Organization agrees not to authorize or participate in any work stoppage, withholding of services, slow-downs, mass resignations, mass absenteeism, picketing or refusal to render full and complete service to the Employer during the school term.

**ARTICLE V
GRIEVANCE PROCEDURE**

A. **Definitions:**

1. **Grievance:** A claim by the Organization or employee that the employer has violated, misinterpreted or misapplied this Agreement.
2. **Time Limits:** All time limits consist of school days, except that when a grievance is submitted less than thirty (30) days before the close of the current school term, time limits shall consist of all calendar days in order that the matter may be resolved before the close of the school term or as soon thereafter as possible.

Failure of the grievant to act within the specified time limit shall constitute acceptance of the response provided and shall act as a bar to further appeal.

Failure of the administrator to act within the specified time limit shall permit the grievant to proceed to the next step.

Time limits may be extended by mutual agreement of the grievant and the involved administrator.

- A. **Procedures:** The parties hereto acknowledge that it is usually most desirable for an employee and the employee's immediate supervisor and/or Superintendent to resolve problems through free and informal communication. When requested by the grievant an Organization representative may accompany the grievant to assist in the informal resolution of the alleged grievance. If the informal process fails to satisfy the grievant, a formal grievance may be processed as follows.

1. **Step I:** Within fifteen (15) days following the occurrence of the alleged grievance from a violation, misinterpretation or misapplication of the contract, the grievant and/or the Organization shall present the grievance in writing to the immediate supervisor. The written grievance shall state the nature of the grievance, the specific clause(s) of the Agreement in dispute, and the remedy requested. The immediate supervisor will arrange for a meeting to take place within five (5) days of receipt of the grievance. The grievant and/or Organization representative and the immediate supervisor shall be present for the meeting. Within five (5) days of the meeting, the immediate supervisor shall provide the grievant and the Organization with a written response, including the reasons for his decision, to the grievance. The written grievance and the immediate supervisor's response shall be on the approved grievance form.

2. **Step II:** If the grievance is not resolved at Step I, then the grievant and/or the Organization may refer the grievance to the Superintendent, or his designee, within ten (10) days after the receipt of the Step I written response. The Superintendent, or his designee, shall arrange for a meeting with the grievant and/or the Organization representative to take place within five (5) days of the Superintendent's receipt of the appeal. Within ten (10) days of the meeting, the Superintendent shall provide a written decision, including reasons, to the grievant and the Organization.
3. **Step III:** If the Organization is not satisfied with the decision of the Superintendent at Step II, the Organization may, within fifteen (15) days of the Superintendent's decision, request binding arbitration. The Organization shall request a list of arbitrators from the Illinois Educational Labor Relations Board or the American Arbitration Association if the I.E.L.R.B. listing for arbitrators is not available and, concurrently, send a copy of its request to the Superintendent. Within five (5) days of receipt of a list of arbitrators, a meeting of the Superintendent, or his designee, and a representative of the local educational Organization will be held to select the arbitrator through a process of elimination. The Superintendent, or his designee, and the Organization shall each, in turn, eliminate one (1) name at a time from the provided list until only one (1) remains. The remaining arbitrator shall be selected to serve and shall be requested to arbitrate the grievance at hand.

A. Additional Clarifications:

1. **Allowable Evidence During Arbitration:** Neither the Superintendent or his designee, nor the Organization shall be permitted to assert any grounds or evidence before the arbitrator which have not been previously disclosed to the other party.
2. **Arbitrator's Authority:** The arbitrator, in his opinion on the grievance, shall not try to amend, modify, nullify, ignore, or add to the provisions of this Agreement. His authority shall be limited to deciding only the issues presented in the grievance, and his decision must be based only on his interpretation of the meaning or application of the expressed relevant language of the clause of the Agreement cited in the grievance.
3. **Bypassing Steps:** If the Organization and the Superintendent agree, any steps of the grievance may be bypassed and the grievance process brought directly to the next step.
4. **Organization Participation:** The Board acknowledges the right of the Organization's grievance representative to participate in the processing of a formal written grievance at any level, and no grievant shall be required to discuss a grievance if the Organization's representative is not present.

5. **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.
6. **Released Time:** If, during arbitration, the arbitrator schedules meetings during regular duty time, the grievant and/or Organization representative shall be released from duties without loss of pay or benefits. The investigation or processing of any grievance shall take place during duty-free time of mutual agreement.
7. **Filing of Materials:** All records related to a grievance shall be filed separately from the personnel files of the employees.
8. **Grievance Withdrawal:** A grievance may be withdrawn by the Organization at any level without establishing a precedent.
9. **Litigation:** If the Organization, or any covered employee, files a complaint or suit in court of competent jurisdiction, the School District shall not be required to process the complaint or dispute through the grievance procedure. If the grievance procedure was previously initiated, all action on the grievance shall cease and the finding of the judicial system shall govern.
10. **Participation:** All participants in the grievance procedure shall be bargaining unit members, administrators, or elected officials of District #27. In addition, any eyewitness to the disputed action may also be called upon to participate at any level of the grievance. Qualifying participants may also be called at any step of a grievance.

ARTICLE VI MANAGEMENT PREROGATIVES

All the functions, rights, powers and authority delegated by the School Code of Illinois, expressed or implied, which the Board has not specifically abridged, terminated or modified by this Agreement, are recognized by the Organization as being retained by the Board of Education.

ARTICLE VII ORGANIZATION RIGHTS

- A. **Payroll Deduction for Organization Dues:** Professional dues shall be deducted from employees' salaries in equal amounts during the months October, November, December, January, February, March and April providing that a signed authorization list for such deductions is in the District bookkeeper's office on, or before, the first day of October. Once the dues deductions are initially authorized they must not be altered during the seven (7) month period unless the employee retires, is dismissed or is required to leave the District for personal reasons. The last dues deduction prior to employees leaving District #27 employment would be the last dues paid. Employees who are hired after the

beginning of school in the fall shall have the opportunity to participate in payroll deduction without meeting the October 1 deadline.

- B. **Organization Business Leave:** The LEEO will be granted one-half (1/2) day per month leave for Organization business when necessary. The Organization will reimburse the School District for the cost of a substitute for each leave. One (1) representative, selected by the Organization, will be given up to three (3) days of personal leave with pay to attend the annual state meeting of the Illinois Education Association. The LEEO will reimburse the School District for the cost of the substitute during the absence of the representative.
- C. **Notification of Board Meeting Agenda:** The president and building secretaries of the LEEO shall receive an electronic copy of the Board agenda and the Superintendent's Report. The LEEO will be responsible for notifying the District Superintendent of the names of persons to receive the copies.
- D. **Approval of Organization Materials Related to Negotiations:** All Organization materials related to negotiations which are displayed on Organization bulletin boards must be approved by the LEEO Building Representatives. Organization materials related to negotiations may be distributed on the school premises either before or after working hours. Other stipulations regarding use of Organization bulletin boards and faculty mailboxes are to continue as outlined in Article IV, Sections C and E of this Agreement.
- E. **Communication Committee:** A Board/Organization Communication Committee shall meet at mutually agreed upon times, but not less than two (2) times a year to discuss matters of mutual concern which are not subjects covered by this Agreement. The committee shall be composed of no more than four (4) representatives of the Organization and no more than four (4) representatives of the Board/administration, two (2) of which shall be Board members. No discussions held pursuant to this Article shall be deemed as collective negotiations by the parties or a waiver of the provisions of Article III, Section N of the Agreement.
- F. **Listing of Members:** The LEEO will furnish the Board of Education of District #27 a complete list of the Organization members at the conclusion of the membership drive. This list will be sent to the Superintendent. The LEEO will have authorization cards signed, but will not furnish these signed cards to the Board of Education. The LEEO will include a statement acknowledging that the names appearing on this list have assigned by means of signature cards, the LEEO as their sole negotiating agent.
- G. **Conducting Organization Business:** The Organization agrees that Organization business related to negotiations shall be conducted before or after but not during working hours. All members of the Organization shall refrain from any research or gathering of any data for negotiations during the working hours. The above restriction shall include all of the working hours except for the lunch period of the employee. Planning periods are included as a part of the working day.

- H. **Individual Contracts:** Individual contracts of employment between the Board and employee 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.
- I. **Names and Addresses/New Employees:** The President of the Organization or designee shall be given written notification of the following no later than fifteen (15) calendar days after Board or administrative action:
1. New employees hired by the District who are part of the Organization. Information shall include job classification, hours to be worked, hourly rate, and building location.
 2. Changes in employee work hours, building location, or job classification.
 3. Employees leaving employment with the District.

ARTICLE VIII FAIR SHARE AGREEMENT

- A. **Fair Share Fee:** Each bargaining unit member, as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Organization or pay a fair share fee to the Organization, equivalent to the amount of dues uniformly required of the members of the Organization, including local, state and national dues.
- B. **Board Deduction:** In the event the bargaining unit member does not pay his/her fair share fee directly to the Organization by October 1 of each year, the Board shall deduct the fair share fee from the wages of the non-member. The Organization will provide the Board with a list of the employees who have not paid their fair share fee and the amount to be withheld.
- C. **Fee Payment:** Such fee shall be paid to the Organization by the Board no later than ten (10) days following deduction.
- D. **Defense by Organization:** In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Organization agrees to defend such action, at its own expense and through its own counsel, provided:
1. The Employer gives timely notice of such action in writing to the Organization and permits the Organization intervention as a party if it so desires, and
 2. The Employer gives full and complete cooperation to the Organization and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.

- A. **Indemnity:** The Organization agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's non-negligent compliance with this Article.

It is expressly understood that this save harmless provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's non-negligent obligations imposed upon by this Article.

- B. **Religious Objection:** The obligation to pay a fair share fee will not apply to any Employee who, on the basis of a *bona fide* religious tenet or teaching of a church or religious body of which such Employee is a member or a belief sincerely held with the strength of traditional religious views, objects to the payment of a fair share fee to the Organization. Upon proper substantiation and collection of the entire fee, the Organization will make payment on behalf of the Employee to a mutually agreeable non-religious charitable organization as per Organization policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.

ARTICLE IX LEAVES

- A. **Sick Leave:** Full-time teachers and twelve (12) month support staff members will be granted fifteen (15) days sick leave per school year. All others will receive ten (10) days per year. Part-time employees will receive sick leave benefits prorated on the basis of sick days provided to their job classifications according to the percentage of week worked. Sick leave shall be interpreted to mean personal illness or serious illness or death in the immediate family or household, or birth, adoption, or placement of adoption. The immediate family for purposes of this Article shall include: parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians. Absences for attendance at funerals of members of the family shall be allowed under accrued sick leave. Absence due to pregnancy-related disability shall be treated as sick leave. Sick leave for all employees will accumulate without limit. Sick leave shall be taken in no less than one-half (1/2) day increments.
- B. **Bereavement:** Board of Education shall grant one (1) bereavement day per year without loss of sick leave for employees attending funerals of members of their family, relatives, or friends. A bereavement day may be used in one-half (1/2) day increments. The unused bereavement day will be credited to sick leave for the following year.
- C. **ESP Sick Leave Buy/Retirement Benefit:** In the event that a support staff employee who has been employed by the District for twenty (20) years retires, the employee shall receive a lump sum benefit based on his/her unused sick leave. Such payment shall be computed by multiplying the number of unused sick leave days by Twenty-Five and 00/100 Dollars (\$25.00). The maximum number of days to be paid will be eighty (80), with a maximum payment of Two Thousand and 00/100 Dollars (\$2,000.00), provided, however, that the maximum payment shall not cause the employee's IMRF reportable

earnings for the year to increase by more than six percent (6%) over the employee's IMRF reportable earnings for the previous year. Employees shall not be able to use the first one hundred twenty-five (125) days of sick leave for this benefit.

- D. **Physical Examination for Illness:** The School Board may require a physician's or nurse practitioner's certificate or other substantial proof, or if the treatment is by prayer or spiritual means, that of a spiritual advisor or practitioner of such person's faith, as a basis for pay during leave after an absence of three (3) consecutive days for personal illness or family illness. If it is deemed necessary in other cases, a physician's certificate or other substantial proof may be required during a set period of time not to exceed the end of the current school term. Any cost incurred on obtaining such a certificate shall be absorbed by the employee. The choice to require a physician's certification shall not be subject to the grievance procedure.
- E. **Personal Leave:** Employees may use two (2) days for personal leave. No personal leave may be taken during the first five (5) or last five (5) days of school. Personal leave may not be taken immediately before or after any holiday or Board granted break. Employees must give their building principal three (3) days' advance notice, except in emergency situations. No more than five (5) certified employees and five (5) support staff may take personal leave on any school day. An employee may carry one (1) unused personal day into the following school year (July 1 – June 30); however, at no time will an employee be allowed more than three (3) personal days in any given school year. Any unused personal days in excess of the three (3) will be added to accumulated sick days. The Superintendent may grant exceptions to the rules listed above; however, denial of a request for exception is not subject to the grievance procedure.
- F. **Accident or Injury Leave:** Absence due to injury, accident or illness incurred in the course of the employee's employment shall be compensated for in the following manner. The Employer shall pay to the employee the difference between his/her contractual salary and all benefits received under the Illinois Worker's Compensation Act as long as the employee is eligible for sick leave benefits. Deductions from sick leave may be made in the pro-rata proportion as paid at the employee's option.
- G. **Jury Duty/Subpoena Leave:** An employee serving on a jury or an employee who is subpoenaed to appear in a judicial proceeding in which said employee is not a party or party of interest, during his/her scheduled working hours, shall receive his/her full salary for the time served on the jury or appearance in the judicial proceeding. Staff members issued a valid subpoena concerning matters relating to their employment by the District shall be paid for each working day of required absence, providing the member pays to the District any witness fees received. Absences due to court appearances of a personal nature will require the use of personal or vacation days.
- H. **Leaves of Absence:** Leaves of absence for up to one (1) year may be granted by the Board to bargaining unit employees. A written request for leave shall be made three (3) months in advance. Leaves may be granted without pay for:

1. Child rearing leaves.
2. Adoption leaves.
3. Military service.
4. Unforeseen disabling illness or accidents to an employee or member of the immediate family.
5. Other reasons acceptable to the Board.

A notice of return from leave of absence for the coming school year shall be supplied in writing to the Board by February 1. Failure to provide such notification shall be treated as a resignation.

Any insurance program shall be maintained by the District for said employee, provided the insurance carrier approves, and providing the employee reimburses the District for any insurance costs.

- A. Family and Medical Leave Act: Eligible employees shall be entitled to up to twelve (12) weeks of leave under the Family and Medical Leave Act, subject to the conditions and restrictions set forth in applicable law and Board Policy.

ARTICLE X EMPLOYEE RIGHTS (ESP ONLY)

- A. **Employer Hearings/Employee Rights:** When an employee is requested to appear before the Board or any Board committee concerning any matter which could adversely affect that member's position, employment or salary, the staff member shall be given reasonable prior written notice of the reasons for such meeting and shall be entitled to have a personal representative at said meeting.
- B. **Rules and Regulations:** Copies of the Board Policy and any written Administrative Manual shall be available in each building. Any changes in said policy or manual shall be made available within (15) days after Board action.
- C. **Career Ladder:** Bargaining unit employees who hold valid Illinois teaching certificates and want to be considered for teaching vacancies for which they are qualified, may express their desire in writing to the District Superintendent. Said employees will have the right to at least one (1) interview by each building principal for vacancies occurring in that building each school year.
- D. **Discipline, Reprimand or Dismissal:** An employee shall be informed of his/her right to Organization representation in any meeting that may result in suspension and/or discharge. The employee shall have the right to respond to any oral and/or written reprimand. The written response shall be attached to any written reprimand prior to being placed in any file, including the employee's personnel file.

ARTICLE XI
CONDITIONS OF EMPLOYMENT (ESP ONLY)

- A. **Resignation:** An employee who is resigning from his/her position shall give the normal two (2) weeks' notice. Earned vacation shall be paid according to the proportion of full months worked to the total contract year.
- B. **Lunch:** All secretaries and custodians shall receive a non-paid, duty free, continuous sixty (60) minute lunch period. If the employee elects to eat lunch at school or sit with individuals who are eating at school, it shall be counted as a part of the sixty (60) minutes. All cooks, teacher assistants, and drivers shall receive a minimum of a thirty (30) minute, non-paid, duty-free, continuous lunch period. This provision of the contract shall apply to all employees who work more than four (4) hours per day. Each building principal will establish the schedule of lunch periods for his/her building.
- C. **Evidence of Physical Fitness:** The District will pay for all physical examinations requested by the District or required by law, except the examination for initial employment.
- D. **In-Service:** When an employee is required to attend an institute, training session or in-service program during work time, the employee shall suffer no loss of pay or benefits for said time.
- E. **Work Day:** Any employee who works in excess of forty (40) hours per week shall be paid at the rate of one and one-half (1 1/2) times their normal rate of pay. Employees who are required to work, as authorized in writing by an administrator, on a Sunday or a paid holiday, shall be paid at one and one-half (1 1/2) times their normal rate of pay.
- F. **Emergency Days:** On days that school is not in session because of an emergency such as snow, ice or other weather conditions, custodial employees shall work. Others whose services are required shall work and receive their hourly rate. The Superintendent may allow the custodians to leave early if he/she determines that their services are not required.
- G. **Resignation and Bargaining Unit Work:** Once an employee submits his or her resignation to the Board and it is accepted, said employee shall not retain any right to bargaining unit work after the effective date of the resignation. This does not prevent the retired employee from thereafter applying for employment within the District or being placed on a substitute list, and his or her application will be considered in the same manner as other applications for the position.
- H. **Professional Improvement:** The Board, at the discretion of the Superintendent, may pay the cost of any classes, training or instruction necessary for the professional improvement of a bargaining unit member's qualifications in his/her present position due to growing technology related to that position.

- I. **In-Service:** Members of the bargaining unit who are required to physically move special education or early childhood students as part of their assigned duties shall be given in-service training for such duties by September 15 of the school year. This training may be given as “On the Job.” If the training is during non-work time, the employee shall be paid his/her hourly rate. If employees are hired during the school year, or if their assignment changes to include new responsibilities, any necessary in-service training will be provided in a timely manner.
- J. **Food Service Internal Sub:** The Board will create a two (2) hour internal permanent sub position assigned to the food services director.
- K. **Probationary Period:** A newly hired employee, who has not previously been in the service of the District, shall be considered to be a probationary employee for ninety (90) paid work days from the date of initial employment and, within that period of probation, may be discharged at any time without notice, additional compensation or assigning any reason whatsoever.

**ARTICLE XII
PERSONNEL FILE**

- A. **Right to Inspect:** Members of the bargaining unit may inspect their personnel records two (2) times per year.
- B. **Written Request:** An employee shall submit a written request to inspect his or her personnel records to the Superintendent or the Superintendent’s designee. A bargaining unit member shall have the right to have a representative of the Organization accompany him/her in such review.
- C. **Time to Comply:** The Superintendent or a designee will provide the employee the opportunity for inspection within seven (7) working days after the request. If such deadline cannot reasonably be met, the District will have an additional seven (7) days to comply.
- D. **Place of Review:** The employee will inspect the personnel record at the District’s administrative office during normal working hours or at another time mutually convenient to the employee and the Superintendent or the Superintendent’s designee.
- E. **Administrator Presence:** Inspection of personnel records will be conducted under the supervision of an administrative staff member.
- F. **Exceptions to Access:** Neither an employee nor his/her designated representative will have access to records which are treated as exceptions in the Illinois Personnel Record Review Act.
- G. **Copying:** The employee may copy material maintained in his/her personnel record. Payment for record copying shall be based on the District’s actual costs of duplication.

- H. **Removal Prohibited:** The employee may not remove any part of his or her personnel records from his or her file or may not remove any part of his or her personnel records from the District's administrative office.
- I. **Designation of Representative:** Should the employee be involved in a current grievance against the District or involved in any other contemplated proceedings against the District, the employee may designate in writing a representative who has the authority to inspect the personnel records under the same rights as the employee.
- J. **Employee Statement:** If the employee disagrees with any information contained in the personnel record, a removal or correction of that information may be mutually agreed upon by the employer and employee. If agreement cannot be reached, the employee may submit a written statement explaining his or her position. The District will attach the employee's statement to the disputed portion of the personnel record and the statement shall be included whenever that disputed record is released to a third party as long as the disputed record is part of the employee's personnel file. Inclusion of any written statement attached to the disputed record in an employee's personnel file without any further comment or action by the District will not imply or create any presumption that the District agrees with the statement's contents.

ARTICLE XIII WORKING CONDITIONS

- A. **Working Hours:** Working hours for all teachers in District #27, who do not have extra-curricular assignments after school, shall be from 8:00 a.m. to 3:35 p.m.

All teachers shall be allowed to leave the buildings on Fridays at 3:15 p.m.
- B. **Student Dismissal Before Holidays:** On the last attendance day before Thanksgiving, Christmas and Spring Breaks, the students will be dismissed at 2:30 p.m. There will be no afternoon recess on the early dismissal days.
- C. **School Calendar:** Each year all bargaining unit members will be presented with at least two (2) calendars to vote upon. The calendar which receives the most votes shall be presented to the Board for consideration.
- D. **Faculty Meetings:** All District #27 staff meetings shall be held in the afternoon beginning immediately following student dismissal. The students should be dismissed by 1:45 p.m.

This policy shall apply, except in the case of emergencies. All faculty meetings shall be attended by all personnel, even extra-duty people. This provision will no longer be valid if the Illinois State Board of Education will no longer allow districts to "bank" minutes for school improvement purposes.

- E. **Supervision - Bad Weather:** Teachers shall be expected to supervise pupils on days when bad weather prevents outside play for the pupils.

- F. **Failure to Report to Assigned Position - Pay Deduct:** Certificated employees in District #27 failing to report to their assigned positions because of either weather conditions and/or car trouble will have the cost of a substitute teacher deducted from their pay for each day missed. The deduction shall be made from the employees' subsequent monthly payroll period.
- G. **Use of Employee Vehicle:** Employees required to use their own vehicles and who are required by work assignment to travel, shall be reimbursed for travel at the current IRS rate. To be eligible to receive reimbursement, employees must complete a "Certification of License and Automotive Liability Coverage" form. Any riders required by the employee's insurance company shall be the responsibility of the employee.
- H. **Student Presence:** It is understood that it is in the best interest of all concerned that, whenever possible, verbal disagreements between employees and supervisors should be conducted outside the presence of students or other employees.
- I. **Administering Medication:** The Board of Education will pay non-nurse employees who agree to regularly administer medication to pupils a stipend of Five Hundred and 00/100 Dollars (\$500.00) per year (one employee per building). Additionally, the Board will indemnify said employees against claims for negligent or wrongful acts alleged to have been committed in the scope of employment or under the direction of the Board. The building secretary shall have the right of first refusal for this duty.
- J. **Conflict of Interest:** All employees should avoid outside employment which will conflict with the fulfillment of their regularly assigned duties and responsibilities. The Board of Education encourages involvement by the employees in civic and professional organizations but cannot condone such involvement if it interferes with the employees' jobs and responsibilities.
- K. **Planning Time:** The Board agrees to maintain the current status of planning time during the duration of this Agreement.
- L. **Evaluation of Coaches:** Coaches will be annually evaluated by the activities director or school administration. (Forms will mimic job description and will be shared with the LEEO when developed.) Evaluations will be conducted by personnel with supervisory type 75 certificates.

**ARTICLE XIV
TEACHING RESPONSIBILITIES**

- A. **Punctuality:** The Organization recognizes and supports the District policy that teachers shall be held accountable for punctuality in arriving at work at the assigned hour, at meetings they are required to attend and at their assigned teaching or supervision duties or schedules during the work day. Administrators shall verbally discuss lack of punctuality with staff members for the first three (3) offenses. The Principal will also place a memo of the conference in the building files. Subsequent tardiness by staff

members will result in a conference with the principal and cause for a written communication to be given to the staff member and a copy of such placed in the teacher's individual file. Continued disrespect for punctuality in performing their teaching duties in District #27 will be just reason for dismissal proceedings for such offenders.

- B. **Attendance at Meetings:** Teachers in the School District shall attend the Open House and Christmas or Spring Concerts when their classrooms are performing. They shall also attend all building staff meetings, general staff meetings, and curriculum development meetings. It is recognized that, on occasion, the administration may be required to call emergency meetings on short notice. Every effort should be made by all staff members to attend such meetings. Teachers may be excused from such meetings outlined above at the discretion of the building principals. Valid reasons for excused absence from such meetings might include illness, family emergencies and professional upgrading. Teachers shall make every effort to attend the other scheduled P.T.A. or P.T.O. meetings during the year.
- C. **Pupil Control and Behavior:** Teachers shall be held responsible and accountable for the supervision of school children in their building wherever that may be, at whatever time and under school-related circumstances in the absence of pupils' parents or guardians. Teachers shall further be responsible for pupil behavior within their classrooms, or other school-related activities and shall accept corridor and playground supervision when such supervision is assigned by the principal. Teachers need not maintain discipline at athletic contests where paid supervisory help is available. Such assignments will be on an equitable basis insofar as possible.
- D. **Interpreting School Program:** It shall be the responsibility of teachers employed by the District to interpret the program of the schools to the community in ways which will improve the public's understanding of the purposes and procedures of the School District and to encourage the public's involvement and support.
- E. **Support of School Functions:** Teachers shall encourage and support school functions outside the regular instructional program which may contribute to the pupils' development in attitudes, appreciations, behavior and special abilities.
- F. **Beginning Teacher Training:** Beginning teachers and teachers new to the District will be required to attend a two (2) day orientation session prior to the school year. They will also be required to participate in a year-long mentor program during the first year of service in the District. One (1) or both of these requirements may be waived at the discretion of the Superintendent. Teachers serving as mentors in the mentor program will receive a Five Hundred and 00/100 Dollars (\$500.00) stipend.
- G. **In-Service Stipends:** If a staff member is selected to conduct an in-service and/or institute presentation by the District office, the staff member shall receive a stipend. The guidelines for such stipends will be at the rate of Fifty and 00/100 Dollars (\$50.00) per hour of presentation for any presentation of thirty (30) minutes or more in duration, up to a maximum total of One Hundred and 00/100 Dollars (\$100.00).

- H. **TRS Reporting:** All stipends paid to staff under this provision will be considered as creditable and reported to TRS as such.
- I. **Tuition Reimbursement:** The Board will establish an annual Seventeen Thousand Five Hundred and 00/100 Dollars (\$17,500.00) fund to reimburse bargaining unit members who present an official college or university transcript or a grade report for a B or better grade in graduate classes according to the following regulations:
- Each course must be approved in writing by the Superintendent prior to the first class meeting.
 - Each course must be directly related to the employee's assignment or in an education related graduate degree program.
 - Each course shall be from an accredited college or university.
 - No one shall be reimbursed for more than one (1) class each semester and/or two (2) classes over the summer break for a total of twelve (12) semester hours in a fiscal year.
 - Reimbursement shall be One Hundred Twenty-Five and 00/100 Dollars (\$125.00) per semester hour or the cost per semester hour, if less.
 - Employees shall provide proof of tuition cost.
 - There shall be no reimbursement for classes that have no tuition or fee cost to the employee.
 - When the Seventeen Thousand Five Hundred and 00/100 Dollars (\$17,500.00) fund is exhausted there will be no further reimbursement for classes taken during the fiscal year.
 - Approval shall be on a first come, first served basis.
 - Should an employee fail to complete an approved class or fail to earn a grade of B or better, the funds set aside for his/her tuition reimbursement shall be returned to the pool for disbursement to employees who had applied for approval of a reimbursable class but were denied due to the exhaustion of funding.
 - Any employee who completes college coursework during a school year must file an official college or university transcript in the administration office by September 15 of the following school year.
 - All tuition reimbursement is to be taken out of the same pool.
 - No more than one (1) online course per teacher will be reimbursed in any one (1) fiscal year, provided that this restriction shall not apply to any teacher whose participation in an online program was approved prior to July 1, 2011.
- A. **Workshops and Conferences:** The Board will amend the appropriate Board policy or policies so that employees who attend workshops and conferences that have received prior approval by the Superintendent will receive reimbursement for receipts presented after attendance at the following rates:

Registration up to \$200
Hotel up to \$175 a night in Chicago or St. Louis Metro areas
Hotel up to \$125 a night at other Illinois sites
Meals - \$40 per day
Mileage – Current IRS rate

**ARTICLE XV
SENIORITY (ESP ONLY)**

- A. **Definition of Seniority:** Seniority shall mean the amount of continuous employment within the bargaining unit beginning with the bargaining unit member's initial date of employment. Periods of lay-off and unpaid leaves of absence for greater than one (1) year shall not be counted in determining length of service. Further, a lay-off of less than one (1) year duration will not constitute a break in service. In the event seniority is equal, the position on the seniority list shall be determined by date of hiring for said position.
- B. **Classifications Within the Bargaining Unit:** For purposes of the Agreement, all bargaining unit members shall be placed in one (1) of the following classifications based on their current assignments. Placement on the seniority list shall be according to these classifications:
1. Head Cooks
 2. Cooks
 3. Head Custodians
 4. Custodians
 5. Driver
 6. Nurse
 7. Secretarial
 8. Teaching Assistants and Certified Clerks (includes Clerks with Teaching Assistant certification)
 9. Clerks (without Teaching Assistant certification)

Head cooks may bump into a vacant cook position or a position held by a less senior cook; cooks may not bump into a head cook position. Head custodians may bump into a vacant custodial position or a position held by a less senior custodian; custodians may not bump into a head custodian position.

- A. **Maintaining and Posting of Seniority Rights:** The employer shall prepare, maintain and post the seniority list in the central office by February 1 of each year. A copy of the seniority list shall be sent to the Organization president one (1) week prior to posting. Additional copies of the seniority list shall be located in each building and made available to any employee upon request. Any disagreement with the seniority listing must be made known to the Superintendent by March 1 of each year.

B. Loss of Seniority:

1. Resignation
2. Dismissal
3. Retirement
4. Being on lay-off exceeding one (1) year

A. **Seniority Continues to Accrue:** An employee on Temporary Disability under the Illinois Municipal Retirement Fund (IMRF) will continue to accrue seniority during his/her disability leave.

B. **Involuntary Transfers:** An employee who is involuntarily transferred from one job classification to another shall hold seniority in both job classifications.

**ARTICLE XVI
REDUCTION IN FORCE (CERTIFIED STAFF ONLY)**

A. **Consultation Concerning Reduction in Force:** Prior to the Board making a final decision to reduce the number of certified staff members in the District because of decreased enrollment or lack of funds, the Board will notify the LEEO of its plans to consider such a decision and offer the LEEO an opportunity to present to the Board any comments or recommendations by the LEEO regarding the number of certified staff members not to be re-employed, the particular positions to be eliminated, and alternatives to reduction in force. The Board notification will be in writing to the president of the LEEO and include a general description of other alternatives under consideration. Within two (2) weeks of the notification, representatives of the LEEO will meet with representatives of the Board and/or administration to discuss the LEEO'S comments or recommendations.

B. **Method of Determining Seniority and/or Honorable Dismissal Lists:** If reductions in the teaching force are necessary by loss of enrollment or financial deficiencies, the Board shall remove or dismiss teachers as provided in the School Code.

C. **Specific Method Used In Determining Sequence of Honorable Dismissals:** A sequence of honorable dismissal list shall be established as provided in the School Code.

D. **Teachers with Recall Rights:** Teachers with recall rights, according to the School Code, will be offered reemployment as provided in the School Code.

A teacher with recall rights shall have the right to refuse a teaching position having less than a full-time contract offered to them by the Board and still retain recall rights within the provision of the law. However, a teacher with recall rights must accept any full-time teaching contract offered to him/her by the Board if the teacher is certified to teach in that position or he/she will lose his/her recall rights permanently.

A teacher's failure to respond affirmatively within fourteen (14) calendar days after receipt of the Board letter offering reemployment and sent by certified mail to the

teacher's address on file with the Board of Education shall result in termination of the teacher's right of recall.

Other matters with regard to layoff and recall shall be governed by the School Code 24-11 and 24-12.

ARTICLE XVII
REDUCTION IN PERSONNEL, LAYOFF AND RECALL (ESP ONLY)

- A. **Layoff:** Layoff shall be defined as a necessary reduction in the work force as determined by the Board and Administration.
- B. **Procedure for Layoff:** No bargaining unit member shall be laid off pursuant to a necessary reduction in the work force unless said bargaining unit member shall have been notified of said layoff at least thirty (30) days prior to the effective date of layoff. In the event of a necessary reduction in work force, the Board shall first lay off the least senior bargaining unit members in inverse order of seniority according to job classification.
- C. **Laid Off Employees/Substitution:** A laid off bargaining unit member shall, upon application and at his/her option, be granted priority status on the substitute list according to his/her seniority.
- D. **Fringe Benefits/Laid Off Employees:** Laid off bargaining unit members may continue their health, dental and life insurance benefits by paying the regular monthly per subscriber group rate premium for such benefits to the Board according to the COBRA guidelines.
- E. **Recall Rights and Procedures:** Any vacancies for the following school term or within one (1) calendar year from the beginning of the following school term shall be offered to the employees so removed or dismissed from that category of position for which they are qualified.
- F. **Employee's Obligation to Respond to Recall:** It shall be the bargaining unit member's responsibility to keep the Board notified as to his/her current mailing address. A recalled bargaining unit member shall be given five (5) calendar days from receipt of notice, excluding Saturday, Sunday and holidays, to accept a recall to work. A recalled bargaining unit member shall be given ten (10) calendar days from receipt of notice, excluding Saturday, Sunday and holidays, to report to work. The Board may fill the position on a temporary basis until the recalled bargaining unit member can report to work provided the bargaining unit member reports to work within the ten (10) day period. Bargaining unit members recalled to full-time work for which they are qualified are obligated to take said work. A bargaining unit member who declines recall to full-time work for which he/she is qualified shall forfeit his/her seniority rights.

**ARTICLE XVIII
STAFF OPENINGS (CERTIFIED STAFF ONLY)**

- A. **Staff Openings:** Only certified and extra-duty positions that are newly created or that become open because of the death, retirement or resignation of an employee shall be posted by the administration. Any subsequent vacancies due to the overflow of the initial vacancy shall not be posted by the administration. Vacancies defined above shall be posted in a designated location in the Principal's office in each building within forty-eight (48) hours after either acceptance of the resignation by the Superintendent or creation of a position by the Board of Education. If the vacancy occurs during the summer, the vacancy will be posted in a designated position in the District administration office and one (1) copy will be mailed to the Organization president.
- B. **Consideration of Existing Employees:** Those who are presently employed in the District who want to be considered for these openings may express their desire in writing to the District Superintendent prior to the following Board meeting.
- C. **Posting Duration:** Except in cases deemed by the Superintendent to be an emergency, no vacancy defined above shall be filled until such vacancy has been posted for five (5) employee or office work days during the school year and ten (10) employee or office work days during the summer. Postings shall include the posting date and the date on which the posting deadline expires.
- D. **Deadline for Notification:** Any certified staff member interested in summer employment must notify the District Superintendent no later than April 15.
- E. **Final Decision:** It is understood that the final decision for placement of personnel in the District is under the jurisdiction of the Superintendent with Board approval.

**ARTICLE XIX
ASSIGNMENTS AND VACANCIES (ESP ONLY)**

- A. **Notification of Assignments:** In the event of changes in work assignment or classification of work, a bargaining unit member so affected by said change shall be notified of his/her tentative assignment on or before July 15. In the event that the assignment is changed, the employee shall be allowed to resign if such change is not acceptable to him/her.
- B. **Vacancies:**
 - 1. A vacancy shall be defined as a permanent position which has been newly created, or which has previously existed and has been vacated due to promotion, resignation, retirement, death or termination. Nothing contained herein shall alter the power of the Superintendent or his/her designee to make assignments of personnel. The term vacancy shall not apply to any position from which an employee is absent due to leave.

2. The Superintendent shall have posted in all school buildings a notice of all full-time and part-time vacancies as they occur. The Superintendent will mail a copy of the notice to the president and secretary of the Organization, and post it on the District website.
3. Except in cases deemed by the Superintendent to be an emergency, no vacancy defined above shall be filled until such vacancy has been posted for five (5) employee or office work days during the school year and ten (10) employee or office work days during the summer. Postings shall include the posting date and the date on which the posting deadline expires.

A. Promotions:

1. Promotional positions are defined as those positions paying a salary differential and/or positions that are administrative, supervisory or confidential in nature and for which bargaining unit members are qualified.
2. All vacancies in promotional positions shall be posted in accordance with the procedures enumerated in Section B of this Article.

A. **Transfers:** When it is necessary to permanently involuntarily transfer or permanently reassign employees, volunteers shall be considered, but the final decision is that of the Board or its designee.

B. **Promotion or Transfer:** A bargaining unit employee wishing to apply for promotion or transfer to a vacancy or newly created position in the bargaining unit within the District for which the employee is qualified may do so. The employee shall apply to the Superintendent in writing. Current District employees shall be guaranteed at least one (1) interview with each principal, who has qualifying openings, each year.

**ARTICLE XX
EVALUATION (TEACHERS ONLY)**

The Organization and the District will convene a committee of equal members to meet informally and discuss issues related to the District evaluation plan and consider whether changes to the plan or procedures are appropriate. No meeting of that committee will constitute a formal meeting of the Joint PERA Committee under the School Code.

**ARTICLE XXI
EVALUATION (ESP ONLY)**

A. **Purpose:** The purpose of evaluation is to observe and evaluate the employee's performance.

B. **Preparation of Job Descriptions:** The Board shall prepare job descriptions for each classification of employees.

C. Procedure for Evaluation:

1. Each educational support staff member's job performance shall be evaluated by his/her direct supervisor. The evaluation process includes scheduled annual evaluation, on forms applicable to the job classification, and day-to-day appraisals.
2. Supervisors shall provide a copy of the completed evaluation to the employee and shall provide an opportunity to discuss it. The original should be signed by the employee and filed with the Superintendent.
3. As appropriate, a supervisor should discuss job performance issues that require attention with employees.

**ARTICLE XXII
INSURANCE**

A. **Life Insurance:** District #27 will offer Twenty Thousand and 00/100 Dollars (\$20,000.00) group life insurance to all employees in the bargaining unit. The cost to District #27 for this policy shall not exceed Eight Thousand and 00/100 Dollars (\$8,000.00) per year. Any cost exceeding this amount will be paid by individuals in the bargaining unit.

B. Medical/Dental Insurance:

1. The District will pay the full individual monthly health insurance premium for full-time certified teaching staff, head cooks, building secretaries and the full-time custodial staff not to exceed Seven Hundred Twenty-Four and 00/100 Dollars (\$724.00) for the 2015-2016 school year, not to exceed Seven Hundred Forty-Four and 00/100 Dollars (\$744.00) for the 2016-2017 school year, and not to exceed Seven Hundred Sixty-Four and 00/100 Dollars (\$764.00) for the 2017-2018 school year. The District shall offer a high deductible health insurance plan for all other ESPs regularly working thirty (30) or more hours per week. The cost of premiums shall be paid solely by the employees.
2. The District will pay the actual cost of individual monthly dental insurance premium for the full-time certified teaching staff, head cooks, building secretaries, and the full-time custodial staff not to exceed Thirty-Three and 00/100 Dollars (\$33.00) for each year of this Contract.
3. Support staff who do not qualify for District paid health insurance will receive a Three Hundred Fifty and 00/100 Dollars (\$350.00) stipend payable in November.
4. The District will pay a pro-rata amount toward the individual major medical insurance monthly premium of a part-time certified teacher meeting the eligibility requirements of the carrier for enrollment. In addition, the District will pay a pro-

rata amount toward the individual dental plan monthly insurance premium of a part-time certified teacher meeting the eligibility requirements of the carrier for enrollment.

5. The District will notify the Organization whenever it requests proposals or bids for changes in insurance coverage or carriers.
6. An Insurance Committee composed of four (4) members appointed by the Organization and four (4) members appointed by the Board shall be created and shall meet regularly to investigate and consider insurance options. The Committee shall make recommendations for any changes to coverage and carriers to the Board and the Organization. No substantial changes to coverage shall be made without the mutual agreement of the Board and the Organization, unless necessary to avoid the imposition of the Excise Tax on High Cost Employer-Sponsored Health Coverage.
7. The District will institute a Cafeteria Plan with the Board paying the cost of implementation up to a maximum of One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) and the annual fees of up to a Four Hundred and 00/100 Dollars (\$400.00) maximum. Each participant will pay up to a Three and 00/100 Dollars (\$3.00) maximum monthly fee. The LEEO will find a provider and present the provider to the Board for approval. The provider shall provide complete plan design and administrative services. The plan must meet all IRS requirements and must be kept updated to stay in compliance. The provider must conduct employee meetings, provide plan document and summary plan description, annual reelection notices, enrollment and other paperwork, any testing (discrimination), and support and training for the District director of finance on methods for documentation and fund remittance to the administrator. The District's sole responsibility in addition to the previously mentioned financial support will be the deduction and forwarding of said payroll deductions.

ARTICLE XXIII VACATIONS AND HOLIDAYS (ESP ONLY)

A. Vacation:

1. All full-time twelve (12) month bargaining unit members shall be entitled to vacation as follows:
 - a. Five (5) days after one (1) year of full-time service
 - b. Ten (10) days after two (2) years of full-time service
 - c. Fifteen (15) days after ten (10) years of full-time service

Vacation days earned in one (1) fiscal year must be used by the end of the following fiscal year; they do not accumulate. Employees resigning or whose employment is terminated are entitled to the monetary equivalent of all earned vacation.

1. As a general rule, all members qualifying for vacation must take vacations during summer months when school is not in session and said time is subject to the approval of the Superintendent. However, upon approval by the Superintendent, members may be allowed to take some vacation at other times of the year such as Christmas and Easter breaks. Members must request their vacation at least two (2) weeks prior to the requested beginning date of the vacation.

A. Holidays:

The following will be paid holidays:

New Year's Day	Labor Day
Martin Luther King Jr.'s Birthday	Columbus Day
Abraham Lincoln's Birthday or Presidents' Day as scheduled on school calendar	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day (12-month custodian only)	Christmas Eve
	Christmas Day
	New Year's Eve

During the school year, all legal holidays will be observed as they fall on the school calendar. When Veterans' Day falls on a weekend, custodians will receive a vacation day and other support staff will receive one (1) day's pay for the holiday, but no day off. When Christmas and New Year's Day fall on a Saturday, Sunday, or Monday, the days off will be determined as mutually agreed by the Superintendent and the LEEO.

Should the Board of Education decide to waive a holiday listed above, non-custodial support staff employees will continue to receive holiday pay and custodial employees will receive an additional vacation day.

**ARTICLE XXIV
COMPENSATION**

A. Remuneration:

1. Salary Formula Model: Teachers will be paid pursuant to the following Salary Formula Model.

For example, *if* Teacher A's 2014-2015 salary is \$50,000, *then* Teacher A's 2015-2016 salary will be calculated as follows:

$$\$50,000 + (\$800 \text{ or } \$1000 \text{ per additional tier}) + (\$ \underline{\hspace{1cm}} \text{ negotiated increase}) = 2015-2016 \text{ salary}$$

Professional Growth Tiers: BS+8, BS+16, BS+24, MS, MS+8, MS+16, MS+24.

Teachers will receive an increase in salary of \$800 for advancement to a Professional Growth Tier as described above, except that they shall receive a \$1000 increase in salary for advancement to the MS Tier.

Each teacher will receive a negotiated increase over his or her previous year's salary as follows:

2015-2016	1.5% + \$1,000/teacher (or pro-rated amount for part-time teachers) for buyout of salary schedule (\$1,000 becomes a part of teacher's salary and not a bonus/stipend)
2016-2017	2.5%
2017-2018	2.5%

Initial Placement Formula (subject to the restrictions of Article XXIV Section A(2)):

2015-2016	$\$34,726 + (__ \text{ years} \times \$1000) + (__ \text{ tiers} \times \$800 \text{ or } \$1000 \text{ for MS tier})$
2016-2017	$\$35,023 + (__ \text{ years} \times \$1000) + (__ \text{ tiers} \times \$800 \text{ or } \$1000 \text{ for MS tier})$
2017-2018	$\$35,303 + (__ \text{ years} \times \$1000) + (__ \text{ tiers} \times \$800 \text{ or } \$1000 \text{ for MS tier})$

In no event shall a newly hired teacher be paid more than an existing teacher with the same recognized experience and educational qualification.

2. **New Hire Experience Credit:** Each bargaining unit member hired, who begins work in the 1997-98 school year and beyond will be allowed to bring up to seven (7) years of experience from previous teaching positions.
3. **Base Salary:** The base salary for the 2015-2016 school year shall be Thirty-Four Thousand Seven Hundred Twenty-Six and 00/100 Dollars (\$34,726.00), the base salary for the 2016-2017 school year shall be Thirty-Five Thousand Twenty-Three and 00/100 Dollars (\$35,023.00) and the base salary for the 2017-2018 school year shall be Thirty-Five Thousand Three Hundred Three and 00/100 Dollars (\$35,303.00).
4. **TRS:** The Board will also:
 - a. Contribute to the Illinois Teachers' Retirement System 9.4% of the teacher's salary, as determined by the table of factors from the 2005 Digest of the Teachers' Retirement System (1.103753).

- b. Report to the IRS the gross salary from the applicable salary schedule, plus all additional authorized compensation.
- c. Pay on behalf of the certified employees the amount required by law for THIS for the duration of this contract.
- d. Should any of the above be declared improper by an IRS or an Illinois Teachers' Retirement ruling or opinion, that clause or portion thereof shall be deleted from this Agreement to the extent that it violates the ruling or opinion.

1. **Longevity Pay Plan:** Longevity pay shall be paid based on the starting salary for a beginning teacher with a BS degree (including the TRS contribution) and no experience and the number of years in service in District #27 according to the following table:

	15-16	16-17	17-18	
15 – 19 years	5%	2.5%	1.25%	payable 16 th year
20 – 24 years	7%	3.5%	1.75%	payable 21 st year
25-29 years	9%	4.5%	2.25%	payable 26 th year
30+ years	11%	5.5%	2.75%	payable 31 st year

The percentages are not cumulative.

The Longevity Pay Plan shall expire at the conclusion of the 2017-2018 school year and shall not be considered the *status quo* for purposes of bargaining over a successor collective bargaining agreement.

2. **Payment of Salaries:** All bargaining unit members shall be paid on a semi-monthly basis, with payments on the 15th and 30th of each month. All staff members shall be paid in twenty-four (24) payments. Paychecks during the summer break will be mailed to employees who are on break the day before the pay is due. If a pay date falls on a Saturday, Sunday, or holiday, each employee shall be paid on the last work day immediately prior to said Saturday, Sunday, or holiday.
3. **General Policy - Regular Teacher Substitution:** If an emergency arises, teachers shall comply with an administrator's request to substitute during regular school hours. Teachers who are assigned such class responsibilities shall be compensated at the rate of Fifteen and 00/100 Dollars (\$15.00) per hour payable at the end of the school year.
4. **Supervisory Assignments:** Employees shall be responsible for special supervisory assignments as determined by the Superintendent or building principal. Certified employees who are assigned supervisory duties that exceed

their regular contractual hours and for which they are not receiving a stipend, shall be paid at the rate of Fifteen and 00/100 Dollars (\$15.00) per clock hour for the additional time served. Support staff who are assigned supervisory duties that exceed their regular contractual hours and for which they are not receiving a stipend, shall be paid at their hourly rate of pay.

5. **Extra Duty Compensation:** Appendix A.
6. **Saturday Detention Supervision:** If only one (1) employee serves as Saturday detention supervisor, that individual will receive both stipends for that day.
7. Retroactive Salary Increases:
 - a. Should negotiations not be completed in time for the bookkeeping department to complete any required changes, all employees shall remain on the salary schedule position held the previous year. When negotiations are completed, employees shall be moved to their proper positions.
 - b. Any retroactive salary increases due because of settling late in the year shall be paid as a lump sum included on the next paycheck. However, if settlement is within ten days of pay day, the next check shall be the same as the last check. The second pay period after this check will have the retroactive pay plus the new paycheck.
1. **Extra-Duty Pay:** Regularly employed personnel shall have their extra-duty pay spread throughout the pay periods of the year. Coaches/sponsors who are not regularly employed by the District shall receive one (1) lump sum payment at the end of the season.
2. **Annuity Contributions:** Applications to initiate tax-sheltered annuity programs in approved programs may be submitted at any time during the school year. The effective date for the annuity program will be the payroll period following the month an annuity application is submitted to the District office. Annuity changes may be made only once in a calendar year. Payroll deductions for annuities will be made on a monthly basis in accordance with the provisions of the annuity application. There shall be a minimum of seven (7) employees who have signed up to participate in a tax-sheltered annuity before it is approved by the Board of Education.
3. **Field Trip Reimbursement:** All bargaining unit members attending field trips shall be reimbursed for expenses incurred on said trip (limited to admission fees plus food up to \$12.00).

4. Starting Wages:

Starting Salary	
Head Cook	\$12.50
Cook	\$ 8.59
Custodian	\$10.48
Head Custodian	\$14.46
Driver	\$10.81
Secretary	\$10.71
Teacher Aide (30 hrs. or HQ) . . .	\$ 9.84

If at any time during this Agreement the starting wage falls below minimum wage, the District will comply with minimum wage laws.

5. **School Nurse:** If the position becomes a certified school nurse position, it will be compensated in accordance to the salary schedule for certified staff. If it remains a non-certificated position, the Board will determine the entry level compensation package. All other raises will comply with the raises established by the LEEO/Board Agreement.
6. **Media Clerks:** The Board agrees to a minimum of six (6) hours per day for media clerks.
7. **Head Cook Substitution:** A regular cook shall be paid beginning head cook's wages when subbing for the head cook on any particular day. Adams' and Jefferson's cooks will receive a Twenty-Five Cent (\$.25) per hour increase for paperwork and inventory.
8. **Head Custodian Substitution:** A regular custodian shall be paid beginning head custodian's wages when subbing for the head custodian on any particular day.
9. **ESP Raises:** All ESP raises will be Two Percent (2.0%) for 2015-2016, Two and One-Half Percent (2.5%) for 2016-2017, and Two and One-Half Percent (2.5%) for 2017-2018.
10. **Shift Differential:** Custodians working the evening shift shall receive a Twenty-Five Cent (\$.25) per hour differential.
11. **Physicals and Licenses:** The District shall pay the reasonable cost of health physicals and bus driver permits that are required yearly for all regularly

employed drivers and full-time transportation personnel. The District will pay that portion above the cost of a regular license for a CDL license for all regularly employed drivers and full-time transportation personnel.

12. **Required Attendance:** Educational service employees who are required by the Board to attend any job related meetings outside of their work hours shall be paid their hourly rate of pay for the time spent attending such meetings.

13. Longevity:

a. Nine (9) and ten (10) month employees shall receive an annual service bonus according to the schedule below. Bonus checks will be issued with the December 15 payroll.

**9/10 Month Employees Annual Service Bonus
After Completion of:**

	Under 7 Hours	7 Hours/Over
5 Full Years	350	500
10 Full Years	400	550
15 full years	450	600
20 full years	500	650
25 full years	600	750
30 full years	650	800
35 full years	700	850

b. Twelve (12) month employees shall receive an annual service bonus according to the schedule below. Bonus checks will be issued with the December 15 payroll.

**12 Month Employees
Annual Service Bonus
After Completion of:**

5 Full Years	650
10 Full Years	750
15 full years	850
20 full years	950
25 full years	1150
30 full years	1250
35 full years	1350

**ARTICLE XXV
EARLY RETIREMENT PROVISIONS**

A. Retirement Incentive: If an employee gives the Board an irrevocable notice of retirement by October 1 four (4) years prior to the year of retirement, the Board shall pay him/her a

Six Percent (6%) retirement incentive, inclusive of all other increases in TRS creditable compensation, for each of his/her remaining four (4) years of service.

If an employee gives the Board an irrevocable notice of retirement by October 1 three (3) years prior to the year of retirement, the Board shall pay him/her a Six Percent (6%) retirement incentive, inclusive of all other increases in TRS creditable compensation, for each of his/her remaining three (3) years of service.

If an employee gives the Board an irrevocable notice of retirement by October 1 two (2) years prior to the year of retirement, the Board shall pay him/her a Six Percent (6%) retirement incentive, inclusive of all other increases in TRS creditable compensation, for each of his/her remaining two (2) years of service.

If an employee gives the Board an irrevocable notice of retirement by October 1 one (1) year prior to the year of retirement, the Board shall pay him/her a Six Percent (6%) retirement incentive, inclusive of all other increases in TRS creditable compensation, for his/her remaining year of service.

Once an employee submits an irrevocable notice of retirement by October 1, that employee shall not be entitled to any negotiated increase in annual salary, but shall have his or her salary determined solely under this section. All calculations for increased TRS creditable earnings will be based on the TRS creditable earnings in the year prior to the submission of the irrevocable notice of retirement. Once the employee submits an irrevocable notice of retirement in no case will the employee's TRS creditable earnings increase exceed Six Percent (6%) of the previous year.

If, after submitting an irrevocable notice of retirement by October 1, the employee resigns from, or is dismissed from duties for which the employee was paid a stipend or additional compensation as set forth in Appendix A the previous year, the retirement incentive for that employee will be recalculated accordingly.

B. Requirements to Qualify:

1. Must be at least sixty (60) years of age on the last day of employment;
2. Must be at least fifty-five (55) years of age by December 31 of the year of retirement with thirty-five (35) or more years of creditable service with the Illinois Teachers' Retirement System;
3. A minimum of twenty (20) years full time service in Lincoln Elementary School District No. 27 at the time of retirement; and
4. A minimum of twelve (12) years of full time service in Lincoln Elementary School District No. 27 as of August 1, 2015.

A. **Failure to Meet Requirements:** In the event an employee fails to meet the requirements of paragraph B.2. because of illness in his/her last year of employment, the

administration can work with the employee to extend his/her employment for a sufficient length of time to satisfy the requirements of paragraph B.2.

- B. **Legislation:** If, during the term of this Agreement, any legislation and/or TRS rules/regulations are enacted or not reenacted and/or adopted or amended that result in a greater cost to the District than the costs generated by this Agreement, the parties agree that this Section shall be null and void.
- C. **Limitation on TRS Creditable Compensation:** The purpose of the section entitled "Limitation on TRS Creditable Compensation" is to avoid in all circumstances any payment by the District of a Board-paid penalty or fee to TRS, or any Board or District liability to fund any portion of a teacher's TRS annuity due to increase in compensation from one year to the next. This section does not apply to teachers who are not eligible for TRS annuity (whether or not they apply) and could not under any circumstances become eligible for TRS annuity within five (5) years of the end of the school year in which the compensation is earned.

No teacher's creditable TRS earnings from employment in this School District, irrespective of form and no matter how arising, and whether or not arising under this Collective Bargaining Agreement, may exceed the amounts specified herein.

No teacher's TRS creditable earnings from employment in this School District, including but not limited to:

- Vertical and horizontal salary schedule movement
- Stipends
- Salary increases
- Retirement incentives
- Extra-duties
- Changes in position or
- Section 125 plan or flex plan benefits or contributions

shall increase from one school year to the next by more than Six Percent (6%) or be otherwise increased so as to create liability on the part of the Board or District for any portion of a teacher's retirement annuity, or result in any District or Board-paid penalty or fee to TRS. If the sum or percentage amount which triggers any obligation for the District or Board to pay additional amounts to cover all or part of a teacher's retirement annuity or cover any Board or District paid penalty or fee to TRS decreases, then the maximum of the teacher's creditable TRS earnings from employment in this school District shall similarly decrease so as to avoid any Board or District paid penalty or fee.

Even if another provision of this Collective Bargaining Agreement would otherwise provide, in the event a teacher's TRS creditable earnings would increase by more than Six Percent (6%), or any such lesser amount that would trigger a District-paid penalty or fee to TRS due to salary increase in any year over a prior year, that teacher shall receive only the maximum increase to TRS creditable compensation allowed under this provision.

- A. **Resignation from Stipend:** If the teacher resigns from a stipend during the length of the last four (4) years, the retirement incentive amount will be reduced accordingly.

**ARTICLE XXVI
DURATION OF AGREEMENT AND ADOPTION OF CONTRACT**

Duration of Agreement: This Agreement shall be effective July 1, 2015 and shall continue in effect until June 30, 2018.

This Agreement may be extended for a specific period by mutual agreement of both parties or replaced by a successor agreement.

This Agreement is signed and adopted this ____ day of _____, 2015.

**Board of Education,
Lincoln Elementary School District No. 27**

**Lincoln Elementary Education
Organization**

President

Co-President

Secretary

Co-President

Sick Leave Memorandum of Understanding

This Memorandum of Understanding is entered into by the Board of Education of Lincoln Elementary School District #27 and Lincoln Elementary Education Organization. The parties agree the following language will remain a part of the Collective Bargaining Agreement (CBA) until modified, amended, or deleted by the mutual consent of the parties.

Absences due to pregnancy-related disability shall be confined to a maximum of six weeks of paid leave (if a male employee has that amount of accumulated sick leave) or unless this period of time has been extended by a written physician's note. The six week leave will begin on the day of the baby's birth.

The parties further agree the aforementioned language, in its current form, will not be enforced by the administration unless it is reactivated by a change in the Illinois School Code.

The parties agree Article IX, Section A of the CBA shall conform to Article 24-6 of the Illinois School Code if amended during the life of the CBA as the amendment pertains to the clarification of the language addressing birth, adoption, or placement for the adoption.

APPENDIX A
Lincoln Elementary Schools #27 Extra-Duty Schedules
2015-2016, 2016-2017 and 2017-2018

Extra Duty Assignments	2015-16	2016-17	2017-18
Athletics			
Baseball Head	1,239	1,251	1,264
Baseball, Ass't	929	938	947
Basketball Head (2)	3,539	3,574	3,610
Basketball Assistant (2)	2,660	2,687	2,714
Cheerleader Sponsor	1,417	1,431	1,445
Pom Pon Sponsor	1,417	1,431	1,445
Softball, Head	1,239	1,251	1,264
Softball, Ass't.	929	938	947
Track Head (2)	1,239	1,251	1,264
Track Ass't (2)	929	938	947
Volleyball Head	1,883	1,902	1,921
Volleyball Assistant	1,412	1,426	1,440
Wrestling Head	2,432	2,456	2,481
Wrestling Assistant	1,824	1,842	1,860
Contest Help			
Basketball Scoring Boys & Girls	1,060	1,071	1,082
Basketball Timing Boys & Girls	1,060	1,071	1,082
Volleyball Scoring	502	507	512
Fine Arts			
Band (LJHS)	1,776	1,794	1,812
Band (Elementary)	1,239	1,251	1,264
Chorus	1,239	1,251	1,264
Speech Contest Head	1,060	1,071	1,082
Speech Contest Assistant	795	803	811
Pep Band	795	803	811
School Play	1,060	1,071	1,082
School Play Assistant	795	803	811
School Community Council	516	521	526
Junior High Activities			
Builders' Club	831	839	847
Student Council	830	838	846
Broadcasting Club	535	540	545
Scholastic Bowl Head	949	958	968
Scholastic Bowl Assistant	712	719	726
Supervision			
Jr. High Discipline	3,695	3,732	3,769
District Technology	2,766	2,794	2,822
Bus Chaperones (per trip)	30	30	30
Elementary Lunchrooms (3)	1,933	1,952	1,972
Jr. High Lunchroom (3)	1,798	1,816	1,834

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