



**LAKE FOREST HIGH SCHOOL**

**Lake Forest, Illinois**

**COLLECTIVE BARGAINING AGREEMENT**

**And**

**EVALUATION PLAN**

**July 1, 2011 through July 1, 2012**

**BOARD OF EDUCATION, COMMUNITY HIGH SCHOOL DISTRICT # 115**

**and**

**LAKE FOREST EDUCATION ASSOCIATION (DISTRICT 115)**



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**PREAMBLE**

**WHEREAS**, the Board of Education of Community High School District 115 and the Lake Forest Education Association (District 115) recognize that the ultimate aim of Lake Forest High School is to provide the best education possible for the students; and

**WHEREAS**, the Board and the Association also recognize that the best interests of public education will be served by establishing procedures to provide an orderly method for the Board and Association to discuss matters concerning salary, fringe benefits and working conditions, to reach a mutually satisfactory agreement on these matters, and to meet and confer on other matters concerning working conditions.

**THEREFORE**, the Board of Education of Community High School, District 115 and the Lake Forest Education Association (District 115), having come together in a spirit of mutual cooperation to develop an agreement that will ensure the continuation of this same spirit in the solution of further problems, hereby adopt the following Collective Bargaining Agreement (hereinafter "Agreement").

**ARTICLE I - RECOGNITION**

The Board of Education of Community High School District No. 115, Lake County, Illinois (hereinafter "Board") recognizes the Lake Forest Education Association (hereinafter "Association"), affiliated with the Illinois Educational Association and the National Education Association, as the exclusive bargaining agent for all matters of hours, wages, and conditions of employment mandatorily negotiable under the Illinois Educational Labor Relations Act, for certified teachers regularly employed forty percent (40%) of the time or more (hereinafter "Teachers"), including Department Chairpersons, but excluding the Superintendent, Assistant Superintendent(s), Principal, Associate or Assistant Principal(s), Director of Human Resources, Dean(s), Director of Special Education, Athletic Director, Instructional Directors, Business Manager, Director of Community Education, Director of Technology and any newly created positions with direct managerial responsibilities over Teachers, and also excluding all substitutes, paraprofessionals, and temporary employees.

**ARTICLE II - ROLES AND RESPONSIBILITIES**

**SECTION A**

The Board reserves its right as the final authority on all policies within its jurisdiction, providing those shall be consistent with the terms of this Agreement.

**SECTION B**

The Board, Administration and Teachers have the responsibility for providing quality education in the school district.

**ARTICLE III - NEGOTIATIONS PROCEDURES**

The Association shall be furnished, upon reasonable advance written request, a copy of current pertinent public financial records and other pertinent public documents of the Board relevant to Teachers' working conditions. Nothing herein shall require the administrative staff to research and/or assemble information.

**ARTICLE IV - IMPASSE PROCEDURE****SECTION A - MEDIATION**

When an impasse is declared, the Federal Mediation and Conciliation Service shall be requested by the parties to appoint a mediator from its staff.

The mediator shall meet with the parties or their representatives, or both, forthwith, either jointly or separately, and shall take such steps as he/she may deem necessary and appropriate to persuade the parties to resolve their differences and to effect a mutually acceptable agreement. The mediator shall not, without consent of both parties, make findings of fact or recommended terms of settlement.

If, for any reason, Federal Mediation and Conciliation Service is unable or unwilling to appoint a mediator, or the appointee cannot serve within fifteen (15) calendar days of his appointment, the parties shall promptly jointly request the American Arbitration Association to provide a panel of mediators in accordance with its procedures. Nothing herein shall preclude the parties from mutually appointing a mediator in any other fashion.

In the event the impasse is not resolved by the mediator, the parties may agree to other third-party attempts to reach agreement, such as the Illinois Educational Labor Relations Board.

**SECTION B - IMPASSE COST**

The cost of the mediation shall be borne equally by the Board and the Association.

## ARTICLE V - GRIEVANCE PROCEDURE

### SECTION A - DEFINITIONS

1. The Association, member of the Association, of Teacher(s) (hereinafter "The Grievant") may claim that there has been a violation, misinterpretation, or misapplication of the terms of the negotiated agreements which claim shall be a grievance.
2. "Days" for the purpose of the Grievance procedure shall mean Teacher employment days, except during the summer recess when they shall mean days on which the district business office is open. In the event of illness, vacation, including summer vacation, and/or conflicting professional obligations, stated time limits will be extended the length of the absence or vacation.

### SECTION B - PROCEDURE

#### 1. Step One

An attempt shall be made to resolve any grievance in informal, verbal discussion between those involved. When requested by the Teacher, an association grievance committee member may accompany the Teacher to assist in such informal resolution of the grievance. Prior to the meeting, the teacher shall inform the administrator that the meeting is to be Step One of the grievance process.

#### 2. Step Two

The written grievance shall state the remedy requested. Such grievance shall be submitted within twenty (20) days of the occurrence giving rise to the grievance or of the date when such occurrence might reasonably have been ascertained. The Grievant will present the grievance, in writing, to the Principal or designee who will arrange for a meeting to take place within ten (10) days after receipt of the grievance. The Principal shall provide a written answer to the aggrieved Teacher and the Association within ten (10) days after the meeting.

#### 3. Step Three

If the grievance is not resolved at Step Two, then the Grievant or the Association may refer the grievance to the Superintendent or designee within six (6) days after receipt of the Step Two answer or within ten (10) days after the Step Two meeting, whichever is later. The Superintendent shall arrange for a meeting to take place within eight (8) days of his receipt of the grievance. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent or designee shall have ten (10) days to file a written decision with the Grievant and the Association.

**4. Step Four**

In the event a grievance has not been satisfactorily resolved at the Third Step, the grievant shall file, within ten (10) working days of the Superintendent's written decision or answer at the third step, a copy of the grievance with the Board of Education. Within ten (10) working days after such grievance is filed, the aggrieved, Association representative of the aggrieved if desired, the Superintendent and the Board shall meet to hear the grievance. The Board shall file an answer within ten (10) working days of the Fourth Step grievance meeting and communicate it in writing to the teacher, the Principal, the Superintendent and the Association.

**5. Step Five**

If the Association is not satisfied with the disposition of a grievance at Step Four, or if the time limits expire without the issuance of the Superintendent's and/or Board President's written reply, the Association may, within thirty (30) days, submit in writing a demand for impartial, binding arbitration. The arbitration proceeding shall be conducted by an Arbitrator to be selected by the Board and Association within seven (7) days after said notice is given. If the two parties fail to reach agreement on an Arbitrator within seven (7) days, the American Arbitration Association will be requested to provide a panel under its rules, and that both the Board and the Association shall have the right to reject one panel in its entirety within seven (7) days of its receipt and request that a new panel be submitted. If a request for arbitration is not submitted to the Board within thirty (30) days, then the grievance shall be deemed withdrawn.

The Arbitrator's decision shall not amend, modify, nullify, ignore, or add to the provisions of the Agreement. His authority shall be strictly limited to deciding only the issues presented to him in writing by the Board and the Association and his decision must be based solely upon his interpretation of the meaning or application of the express relevant language of the Agreement.

**SECTION C - COSTS**

Costs and expenses which are necessarily incurred in securing and utilizing the services of an arbitrator shall be shared equally by the Board and the Association. Each party to the arbitration proceeding shall be responsible for compensating its own representatives and witnesses.

**SECTION D - BY-PASSING STEPS**

If the Association and the Superintendent agree, Step Two and/or Step Three of the grievance procedure may be by-passed and the grievance brought directly to the next step.

**SECTION E - INFORMAL DISCUSSIONS**

Nothing contained herein shall be construed as limiting the right of any Teacher having a grievance which has been formally presented to discuss the matter informally with his supervisor and having the grievance adjusted without further intervention of the Association, provided the adjustment is consistent with the terms of the negotiated Agreement and the Association has been informed of the adjustment.

**SECTION F - MULTI-PERSON GRIEVANCES**

Multi-person or Association grievances, by mutual consent, may be initially filed at Step Three.

**SECTION G - COOPERATIVE INVESTIGATION**

The Board and the Administration and the Association shall cooperate in the investigation of any grievance.

**SECTION H - NO REPRISAL ACTIONS**

A Teacher who participates in these grievance procedures shall not be subject to discipline or reprisal because of such participation.

**SECTION I - HEARINGS**

Hearings and conferences under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present, to attend, and will be held, insofar as possible, after regular school hours or during non-teaching time of the personnel involved.

**SECTION J - GRIEVANCE RECORDS**

All documents dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

**SECTION K - WITHDRAWAL**

A grievance may be withdrawn at any level without establishing precedent, but if withdrawn, shall not be referred to in any subsequent grievance.

**SECTION L - GRIEVANCE INFORMATION**

All information obtained by the investigative personnel during the procedural stages of a grievance shall be considered as confidential.

**SECTION M - RIGHT OF REPRESENTATION**

The Grievant has a right to be present and/or represented in a grievance procedure, except no organization seeking to represent Teachers in District 115, Lake County, Illinois, may act as the Grievant's representative. Such Teacher (or representative of Teachers in a group grievance) shall have the right to be present at any grievance meeting. When the presence of a Teacher, appropriate administrator or a necessary witness is requested by either party, illness or other incapacity of those named shall be grounds for any necessary extension of grievance procedure time limits.

**SECTION N - GRIEVANCE COMMITTEE PARTICIPATION**

The Board acknowledges the right of the Association to have representatives to participate in any meeting at all formal steps of the grievance procedure and no Teacher shall be required to discuss any grievance if the Association's representative(s) are not present. The Board shall give adequate notice to the Association of all meetings in order that the Association may arrange to have its representative(s) present.

**ARTICLE VI - TEACHER-ASSOCIATION RIGHTS****SECTION A - EFFORT TO RESOLVE COMPLAINT**

1. If a complaint is received by the Administration against a teacher which, if corroborated, could reasonably be anticipated to result in disciplinary action against that teacher, an attempt shall first be made to resolve the issue through verbal communication between the parties. Failing such resolution within a reasonable time period, any complainant or the teacher may request a conference to which all the parties shall be invited and at which the principal and the teacher shall be present. If the complaint is still unresolved, the complainant shall be requested to provide a written, signed complaint, a copy of which shall be promptly made available by the Administration to the teacher, who shall concurrently acknowledge its receipt. The teacher may respond in writing to such complaint, and if submitted in a timely fashion, such response shall be added to the teacher's personnel file. Following the completion of any investigatory procedures (which shall include an appropriate Weingarten notice to the teacher); the Administration shall provide the teacher with a written summary of the complaint, which the teacher shall promptly acknowledge. If the complainant is a student, his/her parents or legal guardian may accompany the student at any step of this process.
2. Except as otherwise legally required, the consideration of any complaint against a teacher by the Board of Education shall be in closed session, and the Board of Education, Administration, teachers and teacher representatives shall respect the confidential nature of this proceeding and the privacy interests of the parties involved.

**SECTION B - MEETINGS WITH INDIVIDUAL TEACHERS REQUESTED BY ADMINISTRATION**

1. The topic of discussion of any investigatory or disciplinary meeting with the teacher requested by an administrator or by the Board of Education shall be identified at the time the meeting is directed.
2. Except as unusual circumstances shall otherwise dictate, such meeting shall be scheduled no sooner than the next following school business day with an interval of not less than twenty-four hours excluding weekends and holidays.
3. In all instances, a teacher shall have the right to be accompanied to any such meeting by an Association representative of his/her choice, provided the selection of any such representative shall not serve as a reason for the rescheduling of any such meeting beyond the 24 hours described in paragraph 2 above.

**SECTION C – JUST CAUSE**

Any teacher suspension shall be for just cause.

**SECTION D - PUPIL PROBLEMS**

The Board shall establish policy supportive to the Teacher and the administration in the maintenance of control and discipline in the classroom and throughout the school.

The Administration and Association shall continue to appoint an equal number of representatives to the committee to monitor student discipline policies and procedures.

**SECTION E - ASSIGNMENT OF OFFICE SPACE**

1. The Board shall assign office space and permit the use of office equipment by the Association if such use does not interfere with the needs of the District. Nothing herein shall be construed as to require access to data stored for computer use.
2. The principal shall designate one or more locations which, except in unusual circumstances, shall be available to teachers for private meetings pertinent to their school responsibilities.

**SECTION F - INSPECTION OF PERSONNEL FILES**

1. Each Teacher shall have the right, upon request, to inspect the contents of his/her personnel file maintained at the Teacher's school or at the administration offices. A representative of the Association may, at the Teacher's request, accompany the Teacher in this review. The review shall be made in the presence of an administrator responsible for the safe keeping of these files. Privileged information, such as confidential credentials and related personal references normally sought at the time of employment, are specifically exempted from review. The administrator, shall, in the presence of the Teacher, remove these credentials and confidential reports from the file prior to a review of the file. Communications, including tenure reports and evaluations submitted to the Board by the Superintendent, commendations and validated complaints shall be included in the file and shall be available to the Teacher. Any material to be added to the Personnel File shall be inserted on a timely basis.
2. Teachers shall have the right to request to have document(s) removed from their personnel files after two (2) years after their initial placement following a formal evaluation in which the teacher is shown to have had no recurrence of the problem cited in the complaint. The teacher's request shall not be arbitrarily or capriciously denied.
3. A teacher may request the deletion from his/her personnel file at any time of any material that has been clearly demonstrated to be untrue. Such request shall not be denied.
4. All items removed from the personnel file shall be delivered to the teacher and no reference to what has been removed shall be placed in the file provided that the Board's attorneys may retain copies of the deleted material if such copies may be necessary in the future to demonstrate the Board's compliance with state or federal law. Copies of the deleted material retained by the Board's attorneys shall not be available to the District to support discipline of the teacher from whose file they were removed.

**SECTION G - DEFINITION AND CLARIFICATION OF PERSONNEL FILE****1. The Personnel File**

- a. Original application
- b. Contract
- c. College and university transcripts
- d. Health records
- \*e. Placement file
- f. Letters from the Teacher to the Superintendent
- g. Letters from the Superintendent to the Teacher
- \*h. Interview reports
- \*i. Reference statements sought by the District prior to employment
- j. Statement to the Board recommending employment (summary of training, interview, relevant background)
- k. Evaluation by Department Chair/Instructional Director and administrative personnel
- l. Report to the Board from the Principal recommending tenure
- m. Statement prepared by the evaluation committee for submission by the Superintendent to the Board on the occasion of recommendation for scale movement.
- n. Miscellaneous materials added to the file by the Teacher or administration (letters of commendation, etc.)

\* - May not be seen by the teacher. Removed in his/her presence when he/she wishes to see his/her file.

**2. Evaluation Documents**

- a. Prior to implementation of procedural changes in the Evaluation Plan, a committee consisting of an equal number of Association and Board appointees shall review the revisions. If approved by a majority, such changes shall be effective unless the Board of Education shall within sixty (60) calendar days vote not to approve such changes. The Association shall have the right to demand impact bargaining of such non-approved changes by submitting a demand for the same to the Superintendent or designee within twenty-one (21) calendar days of the Board vote. Each Teacher shall receive a copy of all documents which pertain to his evaluation, performance and items of a critical or disciplinary nature which are placed in his/her files. Further, each Teacher shall have the opportunity to rebut any adverse criticism, in writing, and to offer any written material which said Teacher feels may clarify his/her situation, if submitted within fifteen (15) Teacher employment days of receipt by the Teacher of the document being rebutted. Such documents shall also become a permanent part of his/her files.
- b. The procedural provisions of the Evaluation Plan and any amendments to it, as submitted to the State Board of Education, shall be subject to the Grievance procedure of the Agreement.

- c. Each Teacher personnel file shall contain an inventory form listing all evaluative items added after September 1, 1983. The Teacher shall receive a copy of any newly entered material within three (3) days of its addition to the file.

#### **SECTION H - ASSOCIATION MEETINGS**

The Board shall make provision for Association meetings once each semester during the school day before 3:10 P.M. provided such meetings shall occur during the first week, the student grading day, or the last day of the school term when students are not in attendance.

#### **SECTION I - ASSOCIATION PRESIDENT RELEASE TIME**

The Association President shall be released from resource room supervision duties and one academic class (effective July 1, 2004) during his/her term of office to perform necessary association business, including weekly meetings with the administration. The President will also be invited to attend one Instructional Director/Department Chair meeting per month. In the event that the Association President is a teacher with an irregular schedule, the President and Superintendent or designee will jointly determine appropriate release times.

#### **SECTION J - NON-DISCRIMINATION**

Neither the Association nor any officer or employee of the Board, in its recruitment programs, hiring practices, dismissal procedures, or in any other relationship, shall discriminate against any person on the basis of race, creed, color, sex, homosexuality, marital status, age, handicap, disability, veteran status, ethnic or geographic background or national origin. Teachers asserting a violation of this Section of the contract may process their grievance up to, but not including, binding arbitration.

#### **SECTION K - FACULTY-ADMINISTRATION-BOARD COMMITTEE**

There shall be a Faculty-Administration-Board (FAB) committee consisting of four faculty representatives appointed by the LFEA, three representatives of the Administration and two representatives of the Board. The Purpose of the FAB committee is to create a forum to further District objectives; to enhance the scope, clarity and consistency of communication among Faculty, Administration and Board in order to fulfill the District strategic objective of improved student learning; to foster and promote trust building among all involved in the High School and to collaborate and cooperate on matters of mutual interest. The FAB committee agenda shall be determined by mutual agreement of the members. Appropriate items for FAB consideration include matters of general and common interest to all groups represented, questions, problems or issues which have District-wide implications and other matters by consensus of the members. The FAB committee shall not consider individual grievances, specific departmental level concerns or issues or matters addressed by the collective bargaining agreement or subject to bargaining unless by mutual consent. The FAB committee shall determine its own operating guidelines.

#### **SECTION L – NO DUTY WHEN ON LEAVE**

Teachers on extended leave or who are physically or mentally incapacitated shall not be required to create lesson plans or grade papers.

### **ARTICLE VII - FAIR SHARE**

- A. Each bargaining unit member, except those expressly excluded by Section F of this Article, as a condition of his/her employment, on or before thirty (30) days from the effective date of this Agreement, whichever is later, shall join the Association or pay a fair share fee to the Association as determined by the Association.
- B. In the event that the bargaining unit member does not pay his/her fair share fee directly to the Association by a certain date as established by the Association, the Board shall deduct the fair share fee from the wages of the non-member.
- C. Such a fee shall be paid to the Association by the Board no later than ten (10) days following deduction.
- D. 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 Association agrees to defend such action, at its own expense and through its own counsel, provided:
  - 1. The Employer gives immediate notice of such action in writing to the Association and permits the Association intervention as a party if it so desires, and
  - 2. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.
- E. The Association 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 hold harmless provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.
- F. The obligation to pay a fair share fee will not apply to any bargaining unit member who has never elected to become a member of the Association prior to the effective date of this Agreement, or to any bargaining unit member employed after the effective date of this Agreement and who do not thereafter elect to become a member of the Association, or to any bargaining unit member who, on the basis of a bonafide 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 Association. Upon proper substantiation and collection of the entire fee, the Association will make payment on behalf of the bargaining unit member to a mutually agreeable non-religious charitable

organization as per Association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.

**ARTICLE VIII - EMPLOYMENT - PROMOTION - TRANSFER - DISCHARGE****SECTION A – TEACHER VACANCIES**

All promotional and new Teacher vacancies shall be posted in the Main Office for five (5) business days. Where circumstances clearly require prompt action and/or where the Association President or designee shall also agree, this posting period may be further shortened. The notice shall clearly set forth the specifications and/or qualification for such and their compensation. Posting shall not be required if the vacancy is filled by a teacher whose position has been reduced or has been made subject to Reduction-In-Force.

The Association President shall receive documentation of such vacancy within five (5) working days of their availability.

**SECTION B - NON-TENURED - NON-RENEWAL**

A non-tenured Teacher eligible for tenure whose employment shall not be renewed for the following school year shall be notified of such decision as soon as possible following Board action, which action shall occur no later than forty-five (45) days prior to the end of the school term. Any Teacher so affected shall have the right to submit a written appeal to the Board and may request a meeting with the Board at which further or elaborative evidence may be presented provided such request shall be submitted in writing by the teacher within ten (10) days of initial notification of intention not to renew his/her employment.

**SECTION C - REDUCTION IN FORCE**

If the Board in its discretion shall determine that it is necessary to reduce the number of Teachers employed or to discontinue any program, the Board shall adhere to the requirement of *The School Code* governing the honorable dismissal of Teachers on contractual continued service, provided:

1. Seniority shall be defined as follows:
  - a. Years of continuous service as a tenured Teacher in the School District; provided, however, that less than full time tenured service shall be computed on a pro rata basis and approved unpaid leaves of absence of ninety (90) consecutive employment days or more shall not be counted in determining seniority.
  - b. If the years of continuous tenured service are equal between two (2) or more Teachers, seniority shall be determined by total years of continuous teaching service with the School District; provided, however, that less than full time service shall be computed on a pro rata basis and approved unpaid leaves of absence of ninety (90) consecutive employment days or more shall not be counted in determining seniority.
  - c. If total continuous teaching service with the School District is equal between two (2) or more Teachers, then seniority shall be determined by total teaching service with the School District whether or not continuous (such service shall be computed in the manner described in Items "a" and "b" above).

If total teaching service with the District is equal as between two or more Teachers; i.e., seniority is determined by the above three (3) criteria to be the same, then a composite of the following factors will be considered:

- i. Academic and professional preparation beyond minimum certification requirements.
  - ii. Type and nature of subject areas taught.
  - iii. Effectiveness in teaching and related professional responsibilities.
  - iv. Evidence of professional growth.
2. In applying seniority, each department shall be considered as an entity. Tenured teachers shall have seniority in (a) any department in which the Teacher has worked full time in the District for at least three (3) years, (b) any department in which the Teacher has taught the equivalent of at least fifteen (15) classes of one (1) year's duration each, and (c) any department for which the teacher is qualified and certified provided the teacher has earned six (6) semester hours approved by the superintendent in the subject to be taught within the three (3) years preceding the start of the new assignment.

If a Teacher does not qualify for seniority in any department under the foregoing criteria, the Teacher shall have seniority rights in the department in which the Teacher has taught the greatest number of classes in the District.

As used herein, "department" means the following:

Art	Mathematics
Business Ed./Technology/Telecom	Music
English	Science
Foreign Language	Social Studies
Guidance	Special Education
Library	Wellness

3. The Board shall post in each school building a seniority list by department each year no later than December 1<sup>st</sup>. A copy of such seniority list shall also be sent to the Association President or designee.
4. In addition to the other applicable provisions of this Article, the following provisions shall be applicable to teachers who are laid off:
  - a. Upon being recalled pursuant to the provisions of this Article, the accumulated and unused sick leave days that the teacher had at the time of his/her layoff shall be restored. No credit shall be granted for purposes of advancement on the salary schedule for the period of the layoff except for the period of time during the layoff that the teacher was employed in a comparable teaching position by another accredited public school district.

- b. During the period of time that the teacher has recall rights, the teacher shall have the right to maintain insurance coverage by paying in advance the full applicable monthly premium for employee coverage and, if desired, for family coverage.
- c. While the seniority of a teacher who is laid off shall not be terminated if the teacher is recalled within one (1) calendar year from the beginning of the following school term following the teacher's layoff, seniority credit shall not accrue during the period of the layoff unless during the layoff period the teacher was employed in a comparable teaching position by another accredited public school district or by one of the schools listed below:
  - Lake Forest Academy;
  - Lake Forest Country Day;
  - St. Mary's;
  - Carmel;
  - Loyola;
  - North Shore Country Day;
  - Woodlands Academy;
  - Solomon Schechter; or
  - A school mutually approved by the LFEA and the Board

#### **SECTION D – NOTICE OF EXTRA-CURRICULAR VACANCIES AND NON-RENEWAL**

1. The Board shall post all extra-curricular position vacancies for at least three (3) working days. Teachers qualified for any posted position(s) shall be considered first to fill the vacancy. If the Board intends to offer a higher rate of compensation than is contained in the original posting, the position shall be re-posted for at least an additional three (3) working days. Again, Teachers shall be considered first for the vacancy at the higher pay. If the Board shall employ any non-teacher to perform any of the duties listed in the extra-curricular schedule of this agreement, the Superintendent or designee shall so advise the Association President or designee before employment starts. Such advisement shall include the rate of compensation for each duty.

The Association President shall receive documentation of such vacancy within five (5) working days of their availability.

2. If a teacher's extra assignment is not to be renewed for the following school year, the teacher must be notified in writing:
  - a. for fall sports no later than January 15,
  - b. for winter sports no later than May 15,
  - c. for spring sports no later than June 30,
  - d. for all other extra curricular assignments no later than June 30

If a teacher's extra assignment for the following school year is not to be renewed, the teacher must be notified in writing, including a statement of the reason(s) for the non-renewal. If a teacher's extra-curricular assignment is eliminated, the teacher shall be notified in writing no later than ten (10) business days following the final decision to eliminate the assignment. Subject to the above provisions, nothing in this section limits the Board's discretion to non-renew a teacher's extra-curricular assignments or not to fill a particular position.

3. The District and Association shall jointly develop job descriptions for all coaching and other extracurricular positions by August 15, 2007. Job descriptions shall set forth each position's duties and responsibilities, as well as the yearly duration of each position, and the daily hours (start and end times of the day) of work that may be required.

The Board shall not terminate or refuse to renew a bargaining unit member's contract to coach or fill any other extracurricular position due to the bargaining unit member's having failed to perform work that is outside the job description. Nor shall a bargaining unit member be terminated from a coaching or other extracurricular position or have his/her contract non-renewed due to his/her failure to work past the duration or hours (start and end times of the day) specified in the job description, or to perform any other duties that are not compensated under the regular stipend negotiated for the position.

**ARTICLE IX - SCHOOL CALENDAR - WORKSHOPS - INSTITUTE DAYS**

**SECTION A - SCHOOL CALENDAR**

The proposed school calendar shall not exceed 187 days and shall be submitted to the President of the Association or designee for comments and/or suggestions prior to its finalization by the Board. Student attendance days, institute days and parent-teacher conference days shall not exceed 180 per school term. The school calendar may include one parent-teacher conference day, three institute days and two teacher work days without students – one at the end of each semester. Teachers are to use the teacher workdays for the purpose of grading papers or exams or other student work, recording grades and other end-of-the term work activities which could include individual or department planning. No administration or faculty-sponsored social events or non-departmental faculty meetings may interrupt these teacher workdays without students.

If the Board shall not require the utilization of some or all of the five (5) emergency days authorized by law, such days shall be deleted from the school calendar.

**SECTION B - INSTITUTE DAYS**

A faculty meeting may be called on an institute day by the Administration if necessary, but said meeting shall not exceed ninety (90) minutes in length. The Association and the Administration shall make every reasonable effort to jointly plan one (1) institute day. This section shall be inapplicable if said institute day shall not be approved by the Superintendent of the Educational Service Region for any reason or otherwise determined to be invalid.

**SECTION C - WORKSHOP DAYS**

The Board shall give every consideration to scheduling curriculum topics on a reasonable number of Teacher workshop days.

**SECTION D - LATE START DAY**

The teacher workday following Open House shall start at least two hours later than the usual school day and end no later than the usual school day.

## **ARTICLE X - TEACHING ASSIGNMENTS**

### **SECTION A - ASSIGNMENTS**

Teaching assignments shall be made after considering the Teacher's preparation, choice, and experience as well as the courses offered. Teaching assignments shall be recommended by the Department Chair/Instructional Director and be subject to approval of the Principal. The Administration shall continue to strive to maintain a maximum class size of twenty-five (25) and a balance of students in all sections within a given course, except for band, orchestra, choral, and non-specialty Physical Education classes. The Administration shall continue to strive to maintain a maximum class size of eighteen (18) and a balance of students in all the sections of basic/skills classes. The Administration shall continue to provide special education co-teachers and/or teaching assistants in classes where safety or student to teacher ratio is a concern.

Class size for Laboratory classes shall be limited to the number of stations available, but more students can be added, in consultation, with the teacher and the President of the LFEA or his/her designee.

In the event a Teacher considers his/her class assignment involves an excessive load in any one section, an appeal may be made to seek a solution to the large load. If requested, an appeal committee shall be formed that shall consist of two (2) administrators appointed by the Board and two (2) Teachers appointed by the LFEA President.

Areas of consideration will include special student learning needs, student safety, and limitations of facilities.

The Administration shall make reasonable effort to keep Teacher preparations to a maximum of two in science classes or three preparations in other subjects. These assignments shall be developed by the Department Chair/Instructional Director and his staff and is subject to the approval of the Principal.

### **SECTION B - WORK DAY**

A full time working day consists of eight (8) hours. Teachers are expected to meet all of their commitments to their students during this time. These eight hours shall include one duty-free planning period, a lunch period equal in length to that of the students but not less than the minimum mandated by the State, no more than a five (5) class period teaching assignment, a sixth period for instructional contact with students compatible with their area(s) of certification, and no more than one five minute homeroom. The sixth period assignment will not require additional program planning. The Administration may work with a Teacher and mutually agree to an alternative sixth period assignment outside his/her area(s) of certification in the following areas for an agreed upon period of time: Computer Aided Drafting (CAD) or Graphic Design computer labs, library, or testing center. If the teacher finds that the sixth period assignment does not meet the agreed upon parameters of the assignment, the teacher may seek resolution in a meeting with the appropriate Instructional Director(s) or Department Chairperson and an LFEA representative. If no resolution is achieved, the teacher must continue to perform the assignment for the agreed upon period of time. There shall be no change in the instructional workday without an agreement between the Association and the District. Teachers will not be responsible to supervise the study hall.

The Administration may ask a teacher to teach a sixth class in situations where it is difficult to hire a qualified part-time or full-time teacher to take the assignment. The teacher may agree to teach the sixth class for an additional 20% of the teacher's regular salary. In addition to the six classes, the teacher shall have a duty free planning period and a lunch period.

If a teacher has one or more AP or AP level classes, three or more laboratory preparations, three or more writing classes, two or more basic skills classes without a special education co-teacher, or other heavy workload, every reasonable effort shall be made to assign the teacher to an academic grading and planning period in lieu of a resource center or one of his/her five sections of instruction. Such release time shall be left free of direct teacher/student contact.

Part-time teachers covered by this agreement who are employed full-time because of an additional teaching assistant assignment shall be provided a planning period and assigned an additional period with educational responsibilities for students.

The board shall make provision for department and curriculum meetings once each quarter during the day before 3:10 p.m.

### **SECTION C - CLERICAL AND OTHER ASSISTANCE**

The Board shall employ one teachers' secretary who shall serve the Teachers. The teachers' secretary shall be supplied with sufficient equipment and supplies to perform his/her duties.

### **SECTION D - INDEPENDENT STUDIES**

Teachers responsible for independent studies during time not scheduled to teach which have been approved shall be compensated at the rate of .0136 of the base salary (BA Step 1) per semester per student, not to exceed 3 students per semester.

### **SECTION E - FRESHMAN ORIENTATION**

The compensation rate for Freshman Orientation shall be .0258 of the base salary (BA Step 1) per year.

### **SECTION F – SPECIAL EDUCATION CASELOAD LIMITATIONS**

The number of students on a special education teacher's caseload shall be directly proportional to the number of LRC classes that the teacher is assigned to:

One (1) LRC = a maximum of seven (7) special education students

Two (2) LRC = a maximum of fifteen (15) special education students

Three (3) LRC = a maximum of twenty (20) special education students

For the purpose of determining caseload, a “Monitor Student” shall be considered to be  $2/5^{\text{th}}$  of a special education student, provided no caseload goes beyond the maximum specified in applicable state regulations.

For every special education student assigned to a teacher in excess of the above stated limits the teacher shall receive an additional  $1/20^{\text{th}}$  of their regular salary.

**ARTICLE XI - SUBSTITUTES**

Internal Teacher substitutes shall not be used except where qualified outside substitutes are not available.

Internal substitutes and homebound instructors shall be paid at a rate of .00075 of the base salary (BA Step 1) per period of substitution. Homebound instructors shall be compensated for transportation (one way school to home) as otherwise provided in this Agreement.

## ARTICLE XII - SALARY: PROGRAM - PAYMENTS - SCHEDULE

### SECTION A - SALARY PROGRAM

The Compensation Schedules shall be as set forth in Appendix A of this Agreement.

### SECTION B - SALARY CREDITS

1. Approval of College/University Coursework – A teacher must seek pre-approval of any coursework for which s/he wished to accrue salary lane change. The administration shall provide approval or non-approval and designate content vs. enrichment before the course begins. The teacher must submit the request for approval no later than two weeks before the course begins.
  - a. The course must be offered by an accredited institution of higher education.
  - b. The course must have assignments and/or evaluations to be completed outside of class meetings.
  - c. Hours should be of graduate level, although special consideration may be given for certain undergraduate courses for which previous approval has been obtained.
  - d. The course must have some form of evaluation such as an exam, paper, or a project.
2. A teacher who is denied approval for salary credit advancement pursuant to Article XII, Section B, May appeal the decision of the Superintendent or designee to a committee composed of a member of the Board and an administrator (both to be appointed by the President of the Board) and two (2) Teachers to be appointed by the Association President or designee.
3. For the purposes of lane advancement on the salary schedule, one credit hour at an accredited university equals one credit hour advancement on the salary schedule.
4. **KTI Classes.** The District will offer a minimum of 15 KTI classes per school year. Teachers taking KTI courses will be compensated in credits for lane advancement or they may select to be paid a stipend. Each KTI course must state the content areas that it fulfills. If the KTI satisfies no content area specialty, it shall state “no content credit offered.”
  - a. Lane advancement for KTI credits must fulfill the following criteria:
    - i. Content/Professional Area (minimum of 9 credits per lane-change block)
      1. KTI course tailored to your specific academic discipline, certificate area or teaching assignment
      2. Special Education coursework to satisfy state recertification requirements (i.e. CDPU's)
      3. Any study skills course or teaching methodology course for those with special education certificates (e.g. classroom management skills, study techniques, managing anxiety and emotions)
    - ii. Enrichment Courses (maximum of 6 credits per lane-change block)
      - i. Courses focusing on general teaching, classroom management skills for those without Special Education certificates.
      - ii. KTI courses not geared toward the teacher’s specific discipline.
  - b. A teacher may select to take a KTI course for credit or for cash. The amount of credit and stipend will be stated in the course offering syllabus.

- i. Teachers who elect to take a KTI course shall be paid at the rate of \$33.00 per hour effective January 1<sup>st</sup>, 2012, unless the said teacher does not fulfill the requirements of the class or if the said teacher elects to take the credit for lane advancement. One credit will be offered for every 15 contact hours.
- d. KTI instructors will be paid at the rate of \$50.00 per hour effective January 1<sup>st</sup>, 2012 or the instructor may elect to take credit for lane advancement. Two credits will be offered for every 15 contact hours in content “designated” courses only.
- e. Teachers may not take the exact same course twice for cash or credit.
- f. Instructors may only take credit the first time that they teach the course; every subsequent time that they teach the exact same course, they can only take the cash stipend.
- g. If the KTI instructor changes the substance of the course, then cash and/or credit can be offered to instructors and teachers.

## 5. Salary Lanes

- a. Lane advancements will be granted if a teacher has earned a minimum of nine (9) content credits per lane-change block. A maximum of six (6) enrichment credits can be used per lane-change block. A teacher can earn a lane-change block solely with content credit.
- b. Excess content or enrichment area courses that teachers may earn during a lane change block will be “banked” for a subsequent lane change.
- c. A teacher with a Bachelor’s Degree shall earn four (4) semester hours or six (6) hours of graduate credit in an approved institution every three (3) years until he/she has earned a Master’s Degree. The degree shall be earned in his/her teaching field or in an area approved in advance by the Superintendent or designee.
- d. Bachelor’s, Master’s, and Doctor’s Degrees will be recognized at the start of the semester following the awarding of the degree.
- e. BA + 15 - Preferably, these hours will be part of a program directed towards the attainment of the Master’s Degree. However, any staff member with fifteen (15) hours and beyond the Bachelor’s Degree can have these hours evaluated to establish qualifications for recognition on this column.
- f. MA + 15, MA + 30, MA+45, MA + 60 – These hours must be in the Teacher’s teaching field, or with approval of the Superintendent or designee, in a field that would be complementary to the Teacher’s teaching field or in a field in which the Teacher has aspirations as part of his/her future growth. Only hours earned after the attainment of the Master’s Degree will be considered. Hours should be of graduate level although special consideration may be given for certain undergraduate courses for which previous approval has been obtained.
- g. Doctoral Degree – Degree must be granted from an institution recognized by the North Central Association or its equivalent as qualified to grant such degrees. It would normally be expected that the degree earned be related to the teaching assignment of the Teacher.

## 6. Timelines for transcripts

- a. It is the responsibility of the staff member to see that transcripts of his or her records are in the personnel file in time for evaluation and assignment to new salary lane.
  - i. First semester lane change request and official transcripts must be submitted to the District Office by September 30<sup>th</sup>
  - ii. Second semester lane change requests and official transcripts must be submitted to the District Office by January 30<sup>th</sup>

## **SECTION C - PAY DAY**

1. Options: Annually, each Teacher shall designate whether he/she wishes to receive his/her annual salary in ten (10) or twelve (12) equal installments.
2. Teaching Pay: Electronic deposits shall be made on the tenth of the month or on the Friday before that date if the tenth falls on a Saturday, Sunday, or weekend holiday. The last paycheck of the year for all teachers will be a paper check and will be given to the teachers when they complete their year-end responsibilities but no later than June 10.

## **SECTION D - EXTRA RESPONSIBILITY PAY DAY**

Extra-curricular responsibilities shall be compensated pursuant to the following schedule:

**First Friday - November** - All Fall Sports, Fall Theater Production Personnel, Fall Intramurals, and all other activities completed by this date, and 1/3 of year long activities (if requested).

**First Friday - March** - All Winter Sports, Winter Theater Production Personnel, Winter Intramurals, and all other activities completed by this date, and 1/3 of year long activities (if requested).

**Last Friday - May** - All Spring Sports and all other activities not paid in November or March, and 1/3 of year long activities (if requested).

## **SECTION E - EXTENDED YEAR/CURRICULUM WORK PAY**

All work agreed upon by staff members which is approved by the Department Chair/Instructional Director, Principal, and Superintendent done beyond the school year (Calendar of School Days) shall be compensated at the following rates;

1. An extended year shall be paid per diem at the rate of 1/182 of the teacher's scheduled salary rate.
2. Curriculum work shall be paid per hour at the rate of .00103 of the base salary (BA Step 1) per hour. With respect to curriculum work, the Principal has thirty days to review the final report and take action for acceptance or rejection. Payment for one-half the amount shall be made on the tenth of the month following the teacher's submission of the report.

Payment of the remaining one-half shall be made on the tenth of the month following the Principal's acceptance of the report. Curricular work during the summer will be based on the previous school year's salary schedule.

All docking shall be at the per diem rate of 1/182 of the teacher's salary rate.

**ARTICLE XIII - PROFESSIONAL GROWTH**

The parties recognize the importance of encouraging teachers to make full use of their talents by pursuing professional projects. A joint committee consisting of three Administrators and/or Board Members (chosen by the Superintendent or Board President) and three Teachers (chosen by the Association President), shall suggest release time and make recommendations to the Superintendent for such projects. Request shall be made no later than March 15th. Final approval shall be by the Board of Education.

**ARTICLE XIV - FRINGE BENEFITS**

**SECTION A - INSURANCE BENEFITS**

1. During the term of this Agreement the Board shall assure the continual availability of group health (medical), life, and disability insurance in effect June 30, 2006, except as provided below or except as otherwise required by law or except as the Association shall otherwise approve. The parties agree that the benefits described below are subject to negotiation in successor agreements.
2. During the term of this agreement the Board shall add to the salary of each full-time teacher the sum of \$2,500 as an annual fringe benefit allowance. At the option of the teacher (such to be exercised during the open enrollment period prior to the onset of the insurance plan year or within fifteen (15) calendar days of initial employment, whichever shall first occur), in lieu of such cash payment over the course of the years such teacher may elect health/major medical insurance as follows:

The employee may choose during the open enrollment period one of the following plans:

SINGLE PLAN	BOARD SHARE	EMPLOYEE SHARE
PPO300	90%	10%
PPO500	90%	10%
PPO750	95%	5%
PPO2500	100%	0%
HMO	100%	0%

FAMILY PLAN	BOARD SHARE	EMPLOYEE SHARE
PPO300	80%	20%
PPO500	85%	15%
PPO750	90%	10%
PPO2500	100%	0%
HMO	100%	0%

- i. (Part-time teachers pursuant to the provisions of Article XV, Section G.3.(Option for Part-Time Employment) shall have the right to continue on a pro rata cost basis.
- ii. Employees with domestic partners who comply with the Illinois Civil Union Law shall be afforded access to family medical and dental benefits at the premium cost splits outlined above.

3. The Board will pay the premiums for single or family coverage selected based on the same percentage of the selected health plan as listed in section A.2.b.i.
  - i. The plan will include coverage of dental implants.
  - ii. Any teacher has the right to refuse dental coverage.
4. The Board shall pay the premiums for group term life insurance equal to two (2) times the teacher's scheduled salary rounded up to the nearest \$1,000. In the event of accidental death, double indemnity shall be paid to the designated survivors.
5. The Board shall pay the premiums for group long-term disability insurance. The disability benefit shall be  $66\frac{2}{3}$  percent of teaching salary.
6. The extent of coverage under the insurance policies referred to in this Section shall be governed by the terms and conditions set forth in said policies. Any questions concerning coverage shall be resolved in accordance with the terms and conditions in said policy.

## **SECTION B - FLEXIBLE BENEFITS PLAN**

The Board shall maintain a "flexible benefits plan" which meets the requirements of Section 125 of the Internal Revenue Code. If at any time such Section 125 or its underlying regulations shall be amended, the parties shall promptly meet to agree upon an amendment of such plan.

## **SECTION C - RETIREMENT**

### **1. Insurance**

Full-time teachers who terminate their service with the Board and retire from teaching may, at their option, continue in the group health/major medical and/or dental insurance plans provided by the Board in accordance with COBRA and any other applicable statute.

Teachers with a minimum of ten (10) years full time employment in the District immediately preceding their retirement who retire under the provisions of the Teachers' Retirement System of the State of Illinois (TRS) and who are not covered by another employer's insurance program, may enroll in a medical insurance group plan provided by the Teachers' Retirement Insurance Program (TRIP). Upon receipt of proof of payment, the Board shall annually reimburse the retiree for the premium for the individual coverage under such plan, provided such premium reimbursement shall not exceed \$125.00 per month for teachers retiring prior to June 30, 1999; for teachers who retire after June 30, 1999 but before July 1, 2004, the reimbursement shall not exceed \$155.00 per month; and for teachers retiring on or after July 1, 2004 but before July 1, 2007, premium reimbursement shall be an amount up to 100% of the individual (retiree only) TRIP Managed Care Plan or up to \$200 per month, whichever is less, for the reimbursement of TRIP individual insurance or individual private insurance coverage other than another employer's insurance program. For teachers retiring prior to July 1, 2007 the annual reimbursement shall cease to be operative upon the death of the retiree or after a period equal to the length of the Teacher's consecutive full time service in the District, whichever shall first occur.

For teachers retiring after June 30, 2007, upon receipt of proof of payment, the Board shall annually reimburse the retiree for the TRIP premium for the individual and/or family coverage up to \$300 per month to a total of ten years, or death whichever comes first.

### **2. Early Retirement Option (ERO)**

Full-time teachers with a minimum of ten (10) years of service in the District may elect to take early retirement without discount under the provisions of the "Illinois Pension Code", provided the Board may limit the number of participants therein as provided by law.

### **3. Service Recognition Program (SRP)**

Only teachers who retire pursuant to TRS, have at least 10 years of full time continuous District service, and who do not cause the Board to pay a penalty are eligible to participate.

In addition, to be eligible, a teacher must submit notice of retirement and an irrevocable letter of resignation to the Superintendent on or before February 1<sup>st</sup>. This deadline is for any individual planning to retire in FY 12, 13, 14, 15, or 16 who has not previously submitted a letter. (For individuals retiring in FY 16, the salary increase defined below will commence with the FY 13 school year).

If eligible, the Board will provide the teacher with a salary increase as defined below for up to four years of employment that is six percent (6%) above the teacher's salary in the prior school year.

- a. If a teacher has TRS creditable earnings in the prior year that are over and above the teacher's salary based on his/her placement on the salary schedule (e.g., a coaching or extra-curricular stipend), the teacher will receive a salary increase that is six percent (6%) above the teacher's TRS creditable earnings for the prior school year as long as the teacher continues to perform the same extra duties.
- b. If however, a teacher had TRS creditable earnings in the prior year that were over and above the teacher's salary based on his/her placement on the salary schedule (e.g., a coaching or extra-curricular stipend) and the teacher does not continue to perform the same extra duties for the following school year, the teacher will receive a salary increase that is six percent (6%) above the teacher's salary based on the teacher's placement on the salary schedule in the prior school year.
- c. If, however, a teacher had TRS creditable earnings in the prior year that were over and above the teacher's salary based on his/her placement on the salary schedule (e.g., a coaching or extra-curricular stipend) and the teacher continues to perform some but not all of the same extra duties for the following school year, the teacher will receive a salary increase that is six percent (6%) above the teacher's salary based on the teacher's placement on the salary schedule and the salary the teacher received for the same duties that the teacher performed in the prior school year that the teacher continues to perform.
- d. In no case will a teacher's TRS creditable earnings increase exceed six percent (6%) of the previous year's TRS creditable earnings.
- e. A teacher who has submitted his/her retirement notice will continue to receive 106% of the previous year's creditable earnings even if extra stipends from activities (e.g. KTI reimbursement, in-house subbing, coaching, and/or activity sponsorship) are discontinued or reduced in the new year. However, the Service Recognition Award, defined in the Post Retirement Service Recognition Plan, will be reduced by an amount equal to the stipend total from the discontinued/reduced activities. This reduction of the Service Recognition Award will cease for the individual once the dollar amount defined in the Post Retirement Service Recognition Plan has been equaled or exceeded.

In the event the Illinois State Legislature amends or repeals the current TRS code, as established at the time of ratification of this contract, as it pertains to this section both parties shall meet to negotiate a revision to this section of the agreement to retain an equivalent benefit for the teachers and at an equivalent cost to the Board.

4. **Post Retirement Service Recognition Plan**

Teachers who retire pursuant to TRS, have at least 10 years of full time continuous District service, who do not cause the Board to pay a penalty, and who give written notice of retirement and an irrevocable letter of resignation to the Superintendent on or before February 1<sup>st</sup> are eligible to participate in the District’s Post-Retirement Service Recognition Plan. Teachers who meet the foregoing eligibility requirements shall receive a post-retirement service recognition payment based on the following schedule:

<u>Number of Years of Notice</u>	<u>Service Recognition Award</u>
1 year*	\$ 34,000
2 years	\$ 30,000
3 years	\$ 23,000
4 years +	\$ 12,000

\* year of notice is 1<sup>st</sup> year

The applicable service recognition payment shall be paid within sixty (60) days after the effective date of the teacher’s retirement.

Notwithstanding the foregoing schedule based on the number of years notice, a teacher who gives such notice may nevertheless opt to retire in an earlier school year by giving written notice by February 1<sup>st</sup> of the school year which s/he will retire and receive the applicable service recognition payment for the actual number of year(s) notice as long as such earlier retirement notice date does not cause the Board to pay a penalty. Example: If a teacher gives written notice by February 1, 2012 to retire at the end of the 2014-15 school year and subsequently gives written notice by February 1, 2014 to retire at the end of the 2014-15 school year, said teacher will receive a service recognition payment of \$23,000 as long as such earlier retirement date does not cause the Board to pay a penalty.

In no event will a teacher receive a service recognition payment if the teacher’s actual retirement date causes the Board to pay a penalty.

5. **Definition of Continuous Service**

Continuous service shall not be considered interrupted or broken if any leave of absence (as described in Article XIV - Leaves, Sections A through L) has been granted during the service; however, the leave of absence shall not be counted as a year of service.

6. **Payment to Teachers’ Retirement System**

- a. The Board shall remit for each Teacher a portion of such Teacher's compensation due such Teachers pursuant to the Compensation Schedule (Article XII, Appendices A, B and C, Compensation Schedules) of this Agreement to the Teachers' Retirement System to be applied for the retirement account of such Teachers. During the term of this Agreement, this portion shall be nine percent (9%) plus three-quarter percent (3/4%) for TRIP or as adjusted by law. The Teachers have no right or claim to moneys so remitted except as it may subsequently become available upon retirement or resignation from the Teachers' Retirement System.

- b. The balance of the amount due each Teacher, pursuant to such Compensation Schedule, shall be payable to the Teacher as salary in installments as otherwise provided herein, provided the Board shall deduct there from all moneys as required by law or as authorized by the Teacher pursuant to this Agreement. Such withholding shall include any and all additional amounts requested to be paid to the Teachers' Retirement System for the account of such Teacher.
- c. In the event the Internal Revenue Service or a court or the Illinois Bureau of Revenue indicates any or all of the amounts paid to the Teachers' Retirement System is/are properly inexcludable in the gross income of the Teacher for taxation purposes, the Board will commence to withhold Federal and State income taxes on that portion of the Teacher's income which has been ruled inexcludable in his/her gross income.
- d. The Association and each Teacher will defend, indemnify and hold harmless the Board, its members, its agents and its employees from any and all claims, demands, actions, complaints, suits or other liabilities by reason of faithful payment of the contributions to the Teachers' Retirement System pursuant to the provisions of this Section. No such claim, demand, action, or complaint, or suit may be settled or compromised by the Association or any Teacher without written consent of the Board, if such claim, demand, action, complaint or suit adversely affects the Board, its members, its agents and/or its employees.

#### **SECTION D - REIMBURSEMENT**

**Mileage** -In recognition of the fact that circumstances and certain teaching assignments require the use of personal transportation for the fulfillment of their duties, such involved Teachers shall be compensated at the specified amount of the existing IRS rate on July 1st of the current school year. As used herein "IRS" means the amount per mile which may be deducted (where appropriate) on Federal income tax returns without documentation.

Breakfast - \$6.00

Lunch - \$12.00

Dinner - \$20.00

**Meals** – Sponsors and coaches shall be issued procurement cards to be utilized for the purchase of sponsor, coach, or student meals as approved by the principal or athletic director in accordance with the schedule above.

**SECTION E – TUITION REIMBURSEMENT PLAN**

The Board will reimburse a teacher up to \$250 per semester hour for a maximum of 12 credit hours per school year for approved classes in an approved Masters' Degree program at an accredited college or university for the teacher's first Masters' Degree. To receive reimbursement a teacher must submit satisfactory verification of a grade of B or better for each course.

If the teacher voluntarily separates his/her employment with the Board within three years of completing a reimbursed course, a percentage amount of reimbursed course will be due the Board according to the following schedule:

0-12 months	100%
13-18 months	75%
19-24 months	50%
25-36 months	25%

Transition Provision. A teacher who is participating in the Tuition Loan Plan as set forth in the parties' 2003-2006 contract may continue to participate in the Tuition Loan Plan or may participate in the Tuition Reimbursement Plan set forth above. If a teacher who was participating in the Tuition Loan Plan opts to participate in the Tuition Reimbursement Plan, the teacher must pay off the balance of any loan and any reimbursement that the teacher is eligible to receive will first be used to pay off the balance of any loan the teacher had under the Tuition Loan Plan. In any event, the teacher must pay off the balance of any outstanding loan within three years of the date of the loan or the date of separation of employment, whichever occurs earlier.

**ARTICLE XV - LEAVES****SECTION A - SICK LEAVE**

1. "Sick Leave" shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household. Immediate family shall include parents, spouse, brothers, sisters, children, parents-in-law, brothers and sisters-in-law, grandparents, and legal guardians.
2. At the beginning of each school year, all Teachers of School District 115 shall be credited with thirteen (13) school days of sick leave. Proration of sick leave shall occur for less than full time teachers. Unused days will accumulate from year to year without limit.
3. Teachers shall receive full pay from District 115 for sick leave days as provided in Items 1 and 2 above and such pay shall be reduced by an amount equivalent to any disability benefits received pursuant to the provisions of any income protection policy provided by the District. (c.f.: Article XV, Section B.)
4. If in the performance of his/her duties, and if the Teacher is not acting contrary to specific administrative direction, a Teacher is assaulted by a student or any outsider on school property or at a school related function, the Teacher shall be paid in full for such lost time and such paid absence shall not be deducted from the Teacher's accumulated sick leave, provided any Worker's Compensation or disability payments for which the Teacher may be eligible shall be deducted there from.

**SECTION B - PROFESSIONAL ABSENCES**

Absence for professional reasons requested in writing and approved by the Superintendent will not entail loss of salary, except that if a Teacher is absent for professional reasons and receives compensation for participation in a professional undertaking, that Teacher will reimburse the Board for the amount of compensation equal to the salary received (but not exceeding the payment made to the substitute Teacher). There will be no reimbursement to the Board where only an honorarium is received. Whenever reimbursements are required under this clause, written notice thereof shall be given by the Superintendent.

**SECTION C - PERSONAL LEAVE**

Each Teacher shall be entitled to four (4) days of personal business leave without loss of pay for essential matters which cannot be handled during non-school days or hours. Proration of personal business leave shall occur for less than full time teachers. Such leave shall accumulate to a maximum of five (5) days. Written application containing the Department Administrator's signature for such leave shall be made to the Principal at least two (2) Teacher employment days prior to the desired onset of such leave, provided that, in an emergency, such application may be made at a later time with an explanation of such emergency. Such leave shall not be granted during the first five (5) or the last five (5) Teacher employment days or on the Teacher employment day immediately preceding or following a school vacation, holiday or recess period, except in the case of an emergency or other non-discretionary, extenuating circumstance approved by the Principal. This restriction shall not apply to recognized religious holidays. Personal business leave for a proper purpose shall not be denied arbitrarily but shall

not be available during a work stoppage of any kind. Unused personal leave at the end of the school term shall be added to accumulated sick leave to the maximum provided in the preceding section.

#### **SECTION D - LEAVE FOR JURY DUTY**

Any Teacher called to serve on a jury shall receive the difference between his/her contractual pay and the amount he/she receives for jury duty exclusive of travel expense.

#### **SECTION E - LEAVE OF ABSENCE**

Tenured Teachers may be granted a leave of absence without pay for sufficient reasons upon recommendation of the Superintendent and approval by the Board of Education. Except in an emergency, each request for such leave must be made in writing to the Superintendent before the middle of the semester preceding the semester in which the leave is to be taken. Normally, such leaves do not exceed one (1) year. Requests for an additional period of time may be made by the Teacher before January 15th. Such requests should be directed to the Superintendent. The granting or withholding of any leave of absence shall be at the sole discretion of the Board. Teachers on a leave of absence (pursuant to Sections E, F, or G) may continue to participate in the District's health insurance program at their own expense except as otherwise provided by law.

#### **SECTION F - FAMILY AND MEDICAL LEAVE ACT LEAVE**

Pursuant to the Family and Medical Leave Act and the Board of Education FMLA policy, any teacher who has been employed in the District for at least twelve (12) months and has worked at least 1,250 hours during the past twelve (12) months shall be entitled to an unpaid leave of absence of up to twelve (12) workweeks during a twelve (12) month period for the following purposes:

1. The birth of a son or daughter and to care for such son or daughter, provided the leave is taken no later than twelve (12) months after the birth of the child;
2. The placement of a son or daughter with the teacher for adoption or foster care, provided the leave is taken no later than twelve (12) months after the placement of the child;
3. To care for the employee's spouse, child or parent with a serious health condition; or
4. The treatment of a serious health condition that makes the teacher unable to perform the functions of the job.

The twelve month period for purposes of FMLA shall be July 1 through June 30.

When medically necessary, FMLA leave may be taken on an intermittent or on a reduced schedule. During FMLA leave, the Board shall maintain group health insurance coverage under the same conditions that would have been provided if the teacher was working. If the employee fails to return from the leave for any reason other than the continuation, recurrence of onset of a serious health condition or circumstances beyond the employee's control, the District may recover the premium that it paid for maintaining the health coverage of the employee during any unpaid portion of the FMLA leave.

Upon return to work, the teacher shall be placed in the same or equivalent position the teacher held when the leave commenced with equivalent pay, benefits and other terms and conditions of employment.

To the extent permitted by law, an eligible employee may elect or the District may require the employee to utilize any accrued paid leave concurrently with the twelve (12) week FMLA leave period.

If the FMLA is amended by Congress, the parties shall bargain over the impact of any such amendments on the District's FMLA policy.

## **SECTION G - CHILD-REARING LEAVE AND PART-TIME EMPLOYMENT OPTION**

### **1. Absence due to disability**

Absences due to disability resulting from pregnancy or child birth are covered by the District's Sick Leave and Family and Medical Leave Act (FMLA) policies. A female teacher unable to work for pregnancy-related reasons is entitled to sick leave benefits on the same basis as employees unable to work for other medical reasons. Employees are entitled to use available sick leave benefits with medical certification.

### **2. Child-Rearing Leave**

- a. A child-rearing leave of absence is a leave taken by a teacher who is physically able to work for the purpose of caring for his/her newborn or newly adopted child. Child rearing leaves of absence of up to twelve (12) weeks are available in accordance with the Family and Medical Leave Act. Tenured teachers who are not eligible for a FMLA leave or who wish to take child rearing leaves of longer than twelve (12) weeks shall have the option of being on leave until:
  - i) The beginning of the school year in the fall first following the birth or placement in the home of the child; or
  - ii) The beginning of the school year in the fall first following a period ending twelve (12) months after birth or placement in the home of the child.

The first twelve (12) weeks of a leave under either paragraph i) or ii) shall be considered FMLA leave for eligible teachers.

Probationary teachers are not eligible for child rearing leaves of absence except as provided for by FMLA.

- b. A teacher who wishes to take a child-rearing leave of absence shall notify the Superintendent of his/her desire to take such a leave. If the teacher intends to take a longer leave than is available under the FMLA, he/she shall advise the Superintendent which of the two options listed under paragraph 2a he/she has selected. Such notice shall be given in writing at least thirty days prior to commencement of the leave.

- c. Teachers who take leaves pursuant to paragraph 2a shall give the Superintendent notice of his/her intent to resume teaching duties by February 15 of the year in which the leave terminates and whether he/she wishes to avail him or herself of the part-time option available under paragraph 3 of this Article. If the teacher fails to give notice of intent to return by February 15, all employment and tenure rights of the teacher in the District shall cease.
- d. Upon returning, the teacher shall be placed on the salary schedule at the same position to which he/she was entitled prior to commencement of the leave.
- e. Insurance coverage during the first twelve (12) weeks of a child rearing leave shall be as provided by the FMLA for eligible teachers. After twelve (12) weeks, the teacher may continue insurance coverage in the school insurance program to the extent permitted by the carrier during his/her leave but will be required to pay all premiums connected with the coverage. Teachers who are not eligible for FMLA leave must pay all premiums during their leave. All premiums must be paid in advance of the month due.
- f. Should there be an unsuccessful pregnancy or other serious extenuating circumstances, these procedures may be modified by mutual agreement of the teacher and the Board.
- g. Child-rearing leave is granted on the condition that the teacher taking the leave will not utilize it to engage in alternative employment which is any way substantially equivalent in either income or career potential to the teacher's teaching position in the District.

### 3. **Option for Part-Time Employment**

Teachers who wish to go on part-time status to care for a newborn or newly adopted child may request to teach on a part-time basis for a temporary period of time as follows:

- a. The end of the school year in which the child was born or placed and up to two (2) school years following birth or placement of the child;
- b. One (1) school year following the end of a full year of child-rearing leave; or
- c. Two (2) school years if the teacher only takes a child-rearing leave for the remainder of the school year following the birth or placement of the child.

The Teacher and Superintendent or designee shall meet to agree upon the part-time schedule. If the teacher returns, he/she shall maintain tenure status and accrue seniority on a pro rata basis while working part-time. Teachers who have been teaching on a part-time basis will be assigned to a full-time position for the year following the expiration of the agreed upon part-time service.

### **SECTION H - EXCHANGE TEACHER LEAVE**

Upon recommendation of the Superintendent, leaves for exchange Teacher positions under either state, national or international programs may be granted by the Board to Teachers who have acquired tenure in the District.

The Board shall compensate any Teacher granted teacher exchange leave on the basis of said Teacher's salary status. Any period served as an exchange Teacher shall be applied to the salary schedule set forth in this Agreement as if such period had been served by the Teacher in the District.

The Teacher on exchange leave shall also continue to receive the fringe benefits granted to other Teachers currently teaching in the District. The Board shall deduct from the Teacher's salary the contribution to the Illinois Teachers' Retirement System required of the person on exchange leave computed on the Teacher's annual basic salary.

### **SECTION I - SABBATICAL LEAVE**

The Board of Education and the Lake Forest Education Association recognize the importance and the desirability of granting annual sabbatical leaves to qualified Teachers. When the Board approves a sabbatical leave, such shall not be denied because specific funds therefore were not previously budgeted.

The Superintendent shall establish a Sabbatical Review Committee to be composed of one (1) Administrator, and two (2) Teachers. The purpose of this Committee shall be to review all requests received, establish the value of each, make an endorsement for or against the request and forward all items to the Superintendent. The Superintendent shall review the findings of the Committee, make his endorsement for or against the request, and forward all items to the Board for final selection, approval or rejection.

A Teacher may be granted a sabbatical leave of one (1) semester or one (1) year after completion of six (6) years of service at Lake Forest High School for the purpose of: (1) study and scholarly pursuits, (2) travel as approved, or (3) such other purposes as may be adjudged proper by the Department Chair/Instructional Director, the Principal, the Superintendent, and the Board. The following provisions will govern such leaves:

1. The Teacher on leave shall in no case receive less than the minimum salary provided in *The School Code* or one-half (1/2) of his/her basic salary, whichever is greater.
  - a. In addition, he/she shall continue to receive the fringe benefits granted to staff members currently teaching in the District.
  - b. The Board shall pay the contribution to the Illinois Teachers' Retirement System required of the person on sabbatical leave computed on the annual full time salary rate under which the member last received earnings immediately prior to the leave, or a proportionate part of such rate for a partial year of sabbatical leave.
2. A Teacher accepting sabbatical leave must agree to return to teach on the District staff for at least one (1) year following the sabbatical leave or to refund the salary paid to him/her during such leave, unless such return and performance is prevented by illness or disability.
3. The Teacher will return to a position of equal responsibility to the one that he/she occupied in the District before the leave and the time spent during this leave will be considered in contractual considerations.

4. Other things being equal, priority shall be given to Teachers requesting leave according to the purpose of their leave as follows: (1) study and professional improvement, (2) travel combined with study, and (3) other purposes. Other priorities (other things being equal): (1) Teachers applying for their first sabbatical leave in the District, (2) Teachers senior in service in the District over those with shorter service, (3) Teachers with longer total teaching experience over those with less experience, and (4) a year's leave over a semester's leave.
5. Applications for a sabbatical leave for all or part of the ensuing year must be filed with the Superintendent no later than December 15th of the immediate school year. The Office of the Superintendent shall acknowledge receipt thereof. The Administrator shall make decisions known on all requests for sabbaticals prior to February 15th of each year.

### **SECTION J - SPECIAL LEAVES**

Teachers are encouraged to attend local, state, and national conferences and conventions for the purpose of professional growth and mutual benefit to the employee and the school.

Request for approval must be filed with the Principal in advance of the date for the conference. Expenses for attendance, as approved by the Principal and supported by vouchers and receipts, will be paid by the District. Food expenses will be reimbursed at the following rates: \$6.00 for breakfast; \$12.00 for lunch; and \$18.00 for dinner. (No receipt)

Department Chairs/Instructional Directors will be requested annually to recommend conferences and conventions that particular Teachers shall attend and the anticipated expenses therefore. Department Chairs/Instructional Directors will also be consulted throughout the school year for further recommendations of current conferences and conventions. The Principal and the Superintendent shall review such requests and make recommendations to the Board for inclusion of the necessary sums in the annual budget. The sum for each year shall not be less than \$25,000. These funds shall be distributed to the various departments on an equitable basis as determined by the Superintendent or his designee(s). The Department Chairs/Instructional Directors shall then be responsible for the dispensation of the funds within the department respectively. Permission to attend said conventions, conferences, etc. still resides with the Building Principal. If a Teacher wishes to attend a convention, conference, etc. after the allotted departmental funds are expired, he/she may do so if: (1) He/she receives permission from his/her Building Principal, and (2) he/she pays his/her own way. He/she shall not, however, be required to pay for any substitutes required during his/her absence.

### **SECTION K - ASSOCIATION LEAVES**

The Board shall grant the Association ten (10) days paid leave for its officers and committee members in order that they may attend Association related conventions, workshops, seminars, and meetings. Requests for such leaves shall be submitted in writing to the Superintendent or his designee at least two (2) employment days prior to the desired onset of such leave. In an emergency, such leave may be granted with less than two (2) employment days' notice with the approval of the Superintendent or his designee.

**SECTION L – JOB SHARING PROGRAM**

Job sharing as defined in this section is a voluntary program providing two tenured teachers the opportunity to share one full-time position.

Job sharing proposals shall be governed by the following provisions:

**1. Application Procedure**

Teachers who wish to job share shall submit an application and proposed plan for a job sharing leave to the Superintendent or designee by January 15 of the year preceding the school year for which the leave is requested. The responsibilities of an assignment may be divided between the participants according to a plan designed by the participants with the concurrence of the Superintendent or designee. The job sharing plan shall include, but not be limited to, division of teaching responsibilities, schedule of work hours and/or days, substitution procedures, District meetings, field trips, and other teaching responsibilities. Both participants are required to attend institute days, in-service days, parent-teacher conferences and open houses. The Board of Education at its discretion may approve the job share application upon recommendation of the Superintendent. Each application for a job sharing program shall be granted or denied within the sole discretion of the Board and all such actions shall be non-precedential.

**2. Salary Credit Allowable**

Participants in a job sharing plan shall be placed appropriately on the teacher's salary schedule and salaries shall be pro-rated according to the time worked. Contributions to the Teachers' Retirement System shall be pro-rated according to the time worked.

**3. Length of Plan**

The length of a job sharing plan shall be for one school year. The participants may apply to renew the plan in accordance with paragraph 1. Participants in a job sharing plan shall have no vested right in its renewal or extension. Participants in a job sharing plan shall be considered on a leave of absence for that portion of the school work hours and/or days they are not working. In the event one participant cannot complete a job sharing plan due to illness or other emergency, the remaining participant shall have the option of completing the plan as a full-time teacher. If the participant declines, the Board retains the right to terminate the plan and hire a full-time substitute. The participants shall then be placed on an unpaid leave of absence.

**4. Seniority**

Teachers participating in the job sharing plan set forth in this section shall accrue seniority in proportion to the time worked. The parties agree that a teacher's participation in an approved job sharing program will not affect the teacher's tenure status.

5. **Return from Leave**

Participants in a job sharing plan shall submit by January 15 written notice of their intent to return to full-time employment for the following year. Should a teacher fail to give such notice by January 15, the teacher will return to full-time status. Upon return to full-time employment, the teacher(s) shall be returned to their former positions, seniority permitting, if the position still exists or to a comparable position.

## **ARTICLE XVI - SUMMER SCHOOL**

### **SECTION A - STAFFING**

The priorities for hiring summer school staff shall be as follows:

1. Staff members shall be hired from contracted Lake Forest High School faculty.
2. Teachers within a department shall have first priority for the summer school teaching positions offered by that department.
3. Vacancies not filled in accordance to Item 2 above shall be offered to other members of the regular school faculty who qualify.
4. In the event that vacancies are not filled according to Items 2 and 3 above, the Director of Summer School shall hire qualified staff from qualified schools outside the Lake Forest High School.

### **SECTION B - ROTATION SYSTEM WITHIN DEPARTMENTS**

A system of rotation for available qualified staff shall be established by the members of a department and supplied by the Department Chair/Instructional Director for the consent of the Summer School Director for his/her interpretation in hiring staff.

### **SECTION C - RECOGNITION OF DEPARTMENT CHAIR**

The Director of Summer School has the prerogative of establishing a lead Teacher where the need for such exists. The position shall first be offered to a person who serves in the capacity of Department Chair during the regular school year, provided that person is serving as summer school Teacher.

### **SECTION D - SUMMER SCHOOL COMPENSATION**

1. Salary for the summer school teacher shall be .00103 of the base salary (BA Step 1) per hour for academic classes and .0009 of the base salary (BA Step 1) per hour for sports related classes.
2. If a teacher is responsible for the coordination of the Summer School Driver Education program he/she shall receive, in addition to his/her summer school salary, an amount of .0052 of the base salary (BA Salary 1).
3. Summer school pay shall be based on the previous school year's salary schedule. Payment for summer school shall be available on the tenth of the month after the completion of the summer school session.

### **SECTION E - SUMMER SCHOOL STAFF NOTIFICATION DEADLINE**

The Board shall make every effort to disseminate general summer school information to students, counselors, and general faculty prior to March 16<sup>th</sup>. The Director of Summer School shall notify the Teacher of his/her summer school teaching assignment in writing before May 31<sup>st</sup>. If late enrollments

necessitate the addition of classes after May 31<sup>st</sup>, the interested Teacher shall be notified as soon as it is known that the additional classes may be offered.

**ARTICLE XVII - EFFECT OF AGREEMENT**

**SECTION A - COMPLETE UNDERSTANDING**

The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. The terms and conditions may be modified only through the written mutual consent of the parties.

**SECTION B - INDIVIDUAL CONTRACTS**

Individual contracts shall conform to this Agreement.

**SECTION C - SAVINGS CLAUSE**

Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections and clauses shall remain in full force and effect.

**SECTION D - TERMS OF AGREEMENT**

This Agreement shall be effective retroactive to July 1, 2011 and shall continue in effect until July 1, 2012. This Agreement is signed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

***IN WITNESS THEREOF:***

The Lake Forest Education  
Association (District 115)

The Board of Education  
Lake Forest High School  
District 115

\_\_\_\_\_  
(President)

\_\_\_\_\_  
(President)

ATTEST:

ATTEST:

\_\_\_\_\_  
(Secretary)

\_\_\_\_\_  
(Secretary)

**APPENDIX A - SALARY SCHEDULE**

2011-2012: Maintain the FY 11 Salary Schedule, no Step movement, Lane changes apply.

**2011-2012 SALARY SCHEDULE**

<b>Step</b>	<b>BA</b>	<b>BA+15</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>MA+45</b>	<b>MA+60</b>	<b>PHD</b>
1	50,116	53,318	56,007	58,169	60,166	62,140	63,072	65,578
2	52,607	55,990	58,805	61,073	63,172	65,174	66,152	68,658
3	55,201	58,719	61,702	64,079	66,281	68,308	69,333	71,839
4	57,852	61,553	64,657	67,133	69,447	71,502	72,574	75,080
5	60,446	64,320	67,570	70,160	72,578	74,660	75,780	78,286
6	63,054	67,073	70,464	73,180	75,706	77,811	78,978	81,484
7	65,688	69,899	73,421	76,263	78,874	81,010	82,226	84,732
8	68,320	72,690	76,377	79,303	82,042	84,205	85,469	87,975
9	70,910	75,461	79,271	82,326	85,152	87,340	88,651	91,157
10	73,541	78,253	82,204	85,366	88,302	90,517	91,874	94,380
11			85,162	88,425	91,487	93,727	95,133	97,639
12			88,137	91,531	94,698	96,966	98,421	100,927
13			91,051	94,555	97,804	100,101	101,602	104,108
14			93,970	97,570	100,935	103,255	104,804	107,310
15			96,884	100,594	104,063	106,412	108,008	110,514
16			99,778	103,617	107,194	109,566	111,210	113,716
17			102,774	106,735	110,400	112,803	114,495	117,001
18			105,647	109,720	113,506	115,939	117,678	120,184
19			108,605	112,801	116,681	119,135	120,920	123,426
20	(see Note #2 below)		111,541	115,841	119,826	122,310	124,143	126,649

Note #1: The PHD column includes the additional stipend of 5% of BA Step 1 (\$2,506) for teachers with an approved Doctoral Degree.

Note #2: Longevity Pay will be added to the salary of a teacher who has been at Step 20 of the MA or higher lane of the salary schedule for the 2009-2010 school year for at least one full year (Step 1), two full years (Step 2), three full years (Step 3), or four full years or more (Step 4) based on the following schedule:

<b>Longevity Step</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>MA+45</b>	<b>MA+60</b>	<b>PHD</b>
20 Longevity Step 1 (+ \$250)	111,791	116,091	120,076	122,560	124,393	126,899
20 Longevity Step 2 (+ \$500)	112,041	116,341	120,326	122,810	124,643	127,149
20 Longevity Step 3 (+ \$750)	112,291	116,591	120,576	123,060	124,893	127,399
20 Longevity Step 4 (+\$1000)	112,541	116,841	120,826	123,310	125,143	127,649

*Longevity Pay applies only for teachers who were at Step 20 for a full year during 2009-2010. It does not apply for teachers who move to Step 20 at the beginning of or during 2010-2011 or 2011-2012.*

**APPENDIX B - EXTRA RESPONSIBILITIES STIPENDS****A. DEPARTMENT CHAIR STIPEND**

<u>YEAR</u>	<u>1-3 Tchrs in Dept 7.0% BA Step 1</u>	<u>4-9 Tchrs in Dept 9.5% BA Step 1</u>	<u>10+ Tchrs in Dept 10.5% BA Step 1</u>
1	3,508	4,761	5,262
2	3,508	4,761	5,262
3	3,758	5,011	5,512
4	3,758	5,011	5,512
5	3,758	5,011	5,512
6+	4,108	5,361	5,862

**ADDITIONAL CONTRACTUAL RATES**

<u>POSITION</u>	<u>RATE OF BA STEP 1</u>	<u>AMOUNT</u>	<u>PER PERIOD</u>
Fringe Benefit Allowance	n/a	2,500	annual
Curriculum Work Summer 2011	0.00103 (10-11 BA Step 1)	51.62	per hour
Curriculum Work School Year 2011-2012	0.00103	51.62	per hour
Freshman Orientation	0.02580	1,293	per year
Independent Study	0.01360	682	per semester per student (not to exceed 3 students per semester)
Homebound Instructors	0.00075	37.59	per period
Internal Substitutes Instaffing	0.00075	37.59	per period
Summer School 2011 Academic Classes	0.00103 (10-11 BA Step 1)	51.62	per hour
Summer School 2011 Sports Related Classes (including Cheer/PomPons)	0.00090 (10-11 BA Step 1)	45.10	per hour
Summer School 2011 Driver Ed Coordination	0.00520 (10-11 BA Step 1)	260.60	per summer

**B. ATHLETIC STIPENDS**

Athletic Stipends are based on the percentages listed below and then applied to the appropriate Extra Responsibilities Pay Schedule in Appendix C.

<b><u>Boys' Sports</u></b>	Head Coaches
Baseball.....	14%
Basketball .....	15.5%
Cross Country .....	12.5%
Football.....	15.5%
Golf.....	11%
Lacrosse.....	12.5%
Soccer .....	14%
Swimming.....	14%
Tennis .....	12.5%
Track & Field.....	14%*
Volleyball .....	12.5%
Water Polo .....	11%
Wrestling.....	14%

**Girls' Sports**

Head Coaches

Badminton .....	11%
Basketball .....	15.5%
Cheerleading, Fall .....	11%
Cheerleading, Winter (includes tryouts) .....	14%
Cheerleading, Summer .....	**
Cross Country .....	12.5%
Field Hockey .....	14%
Golf .....	11%
Gymnastics .....	14%
Lacrosse .....	12.5%
Pom Pon Fall .....	11%
Pom Pon Winter (includes tryouts) .....	14%
Pom Pon Summer Camp .....	**
Soccer .....	14%
Softball .....	14%
Swimming .....	14%
Tennis .....	12.5%
Track & Field .....	14%*
Volleyball .....	12.5%
Water Polo .....	11%

\* Track and Field “January Season” pays .0009 of the base salary (BA Step 1) – Hours to be pre-approved by the Athletic Director prior to the “January Season”.

\*\* Cheerleading and Pom Pons “Summer Season” pays hourly summer sport rate (fees for participation will be charged consistent with all other summer camps.)

If the same head coach does the same sport for both Boy's and Girls' sports concurrently, the stipend shall be 1.5% above the single rate.

Varsity Assistant	)	
Sophomore Head	)	2% less than Head
Freshmen Head	)	
JV Head	)	
JV Assistant	)	
Assistant Sophomore	)	3% less than Head
Assistant Freshmen	)	

Consideration will be given for prior coaching experience for initial placement on the salary schedule. Movement after the initial placement on this schedule shall be determined by the teacher's actual years of experience.

**Additional Athletic Extra Responsibility Items**

1. A sports season will be defined as the period beginning with the first permissible day of practice through the conclusion of the state tournament as defined by the IHSA calendar or appropriate governing body if the sport or activity is non-IHSA.
2. No coach shall be mandated to work beyond the length of season prescribed above. If adjoining seasons overlap, an agreement will be reached between the coach involved and the Athletic Director.
3. With prior approval of the Athletic Director if a coach works beyond the defined season supervising student athletic activities (such as pre/post season conditioning, open gym), the said coach will be paid at the rate of .0009 of the base (BA Step 1) per hour. The Athletic Director has the right to approve/limit the number of hours worked.
4. Summer coaching contracts will include compensation for coaching responsibilities while attending summer contests. Mileage to these contests will be reimbursed.
5. Any District 115 Coach who adds and/or transfers coaching to another sport will be granted a pro-rated placement on the extra-responsibilities pay schedule as follows:
  - 1-3 Years prior experience at LFHS = Lane 1
  - 4-6 Years prior experience at LFHS = Lane 2
  - 7-8 Years prior experience at LFHS = Lane 3
  - 9+ Years prior experience at LFHS = Lane 4Credit will be granted for coaching one sport to another sport.
6. Consideration will be given for prior non-LFHS coaching experience for initial placement on the salary schedule.
7. A coach will be permitted to conduct practice starting at 1:15 pm on final exam days, PSAE Testing, freshman orientation day or days agreed upon by the athletic director, principal and the teacher's department head, provided that the teacher does not have a departmental meeting or other specific assigned responsibility.
8. All coaching vacancies shall be posted in accordance with agreed upon posting policies.
9. A Varsity Head coach may submit a request for an additional number of hours that the head or assistant coaches would work beyond the defined season for supervising student pre/post season athletic activities. The Athletic Director has the right to approve/limit the number of hours requested. The approved hours may be disseminated and divided up by the Varsity Head coach amongst his staff, and may not exceed the total number of hours approved by the Athletic Director. The Varsity Head coach will disseminate hours as equitably as is practicable and appropriate. Coaches who work approved hours may submit their own timesheets and will be paid at the rate of .0005 of the base (BA Step 1) per hour. No coach shall be required or expected to work beyond the hours approved by

the Athletic Director. Scheduling the use of facility space does not constitute approval of paid supervisory hours unless specifically stated by the Athletic Director.

- a. Additional guidelines – Every coach will be notified of the following in a letter and/or a posting on Edline at the beginning of their official season.
  - i. All coaches who plan to conduct pre or post-season conditioning and training for students must obtain prior approval from the Athletic Director or his designee.
  - ii. All hours must be requested by the Varsity Head coach within two weeks before the start of the off-season or pre-season activity.
  - iii. Once these hours are approved, head coaches are to disseminate these paid hours among all coaches desiring to work out of season as fairly and equitably as possible before the conditioning sessions begin.
  - iv. Prior to beginning the first pre/post season training session, the Varsity Head coach must submit a schedule to the Athletic Director indicating how the approved hours were distributed.
  - v. Individual coaches are responsible for completing and submitting all appropriate timesheets for hours worked.
  - vi. No coach shall be mandated to work beyond the length of the prescribed season above. Further, no coach shall be required or expected to work beyond the hours approved by the Athletic Director. Scheduling of the use of facility space does not constitute approval of paid supervisory hours unless specifically stated by the Athletic Director.”
10. Coaches are required to be present whenever students are present, regardless of time. Assuming students are not present, coaches are not required to be present past 11 p.m. or prior to 7 a.m. in the morning.
11. Every coach shall be given a copy of the LFHS Athletic Coach Job Description before the official season begins.
12. Contracts for extracurricular and/or athletic assignments shall be presented before the beginning of the teacher’s assignment. Exceptions are allowed for new hires during the season.

**C. NON-ATHLETIC STIPENDS**

Non-Athletic Stipends are based on the percentages listed below and then applied to the appropriate Extra Responsibilities Pay Schedule in Appendix C.

**Theater Performance**

**Plays**

Director .....	10.5%
Assistant Director .....	5.5%
Technical Director .....	9.5%
Technical Assistant Director.....	4.5%
Costume Head	
If Alone .....	4.5%
With Assistant.....	3.5%
Costume Assistant .....	2%

**Musical**

Director .....	13%
Assistant Director .....	8%
Technical Director .....	12%
Technical Assistant Director.....	7%
Choreographer .....	7.5%
Assistant Choreographer.....	5%
Orchestra Director .....	8.5%
Orchestra Assistant .....	2.5%
Rehearsal Pianist.....	5%
Choral Director .....	8.5%
Costume Head.....	6.5%
Costume Assistant .....	2.5%

**Other Performances**

Talent Show Liaison .....	8%
Talent Show Technical Director.....	7%
Orchestra and Ensemble Performances .....	5%
Athletic Pep Band .....	3.5%
Concert Band and Ensembles Performances .....	11%
Jazz Band	
Director.....	10%
OR	
Co-directors .....	5%
OR	
Director .....	6%
Assistant Director .....	4%
Choral Performances .....	11%

Theater Manager .....	11%
House Manager .....	6%
Ticket Printer (Plays) .....	0.75%
Music Tours (Spring Break).....	7%

**Class Advisors**

Senior Class.....	7%
Junior Class .....	8%
Sophomore Class.....	6%
Freshman Class .....	6%

**Publications**

Forest Scout Newspaper	
Co-Advisors .....	13.5%
OR	
Advisor.....	14%
Assistant Advisor .....	13%
Forest Trails Yearbook	
Co-Advisors (each semester) .....	9%
OR	
Advisor (each semester).....	9.5%
Assistant Advisor (each semester) .....	8.5%
Young Idea	
Co-Advisors .....	13.5%
OR	
Advisor.....	14%
Assistant Advisor .....	13%

**Interscholastic Clubs**

Academic Challenge.....	4%
Chess Club.....	8%
Debate.....	14%
Debate Assistant.....	13%
Forensics.....	11%
Forensics Assistant.....	8.5%
Math Team	
Advisor.....	13%
OR	
Advisor.....	10.5%
Assistant Advisor.....	4%
Scholastic Bowls (IHSA) .....	8%
Scholastic Bowls (IHSA) Assistant .....	6%
Science Olympiad.....	14%
Science Olympiad Advisor with Assistant	
Advisor.....	8%

Assistant.....	6%
OR	
Science Olympiad Co-Advisors.....	7%
<b><u>Other Clubs</u></b>	
Environmental Club	
Co-Advisors .....	3%
OR	
Advisor .....	6%
International Club	
Co-Advisors .....	3%
OR	
Advisor .....	6%
Illinois Thespian Society (ITS).....	4%
Model United Nations.....	8%
SADD.....	4%
All Other Clubs.....	2.5%

**Other Activities**

College Counseling.....	7%
Dimensions.....	2%
Intramural Fall Director.....	5%
Intramural Winter Director.....	5%
Intramural Spring Director.....	5%
National Honor Society.....	11%
Parent-Teacher Conferences.....	2%
Student Council Advisor.....	7%
YAK/ESCAPE combined.....	2.5%

**Additional Non-Athletic Extra-Curricular Extra Responsibility Items**

1. Any sponsor of a non-athletic extra-curricular activity who adds and/or transfers extra-curricular assignments to extra-curricular activity will be granted a pro-rated placement on the extra-responsibilities pay schedule as follows:
  - 1-3 Years prior experience at LFHS = Lane 1
  - 4-6 Years prior experience at LFHS = Lane 2
  - 7-8 Years prior experience at LFHS = Lane 3
  - 9+ Years prior experience at LFHS = Lane 4
 Credit will be granted for supervising one extra-curricular activity to another extra-curricular activity.
  
2. Consideration will be given for prior non-LFHS non-athletic extra-curricular experience or initial placement on the salary schedule. Lane advancement for Spring Break music tours will accumulate on a trip-by-trip basis.
  
3. A non-athletic extra-curricular sponsor will be permitted to conduct practice starting at 1:15 pm on final exam days, PSAE Testing, freshman orientation day or days agreed upon

by the principal and the teacher's department head, provided that the teacher does not have a departmental meeting or other specific assigned responsibility.

**D. EXTRA COMPENSATION FOR FACULTY HELP**

<u>POSITION</u>	<u>RATE OF BA STEP 1</u>	<u>AMOUNT</u>	<u>PER PERIOD</u>
Track and Field January Season	0.00090	45.10	per hour
Coach-Athletic Supervision Beyond Defined Season	0.00050	25.06	per hour
Scorekeepers	0.00047	23.55	per hour
Announcers	0.00047	23.55	per hour
Timers	0.00047	23.55	per hour
Chain Gang	0.00047	23.55	per hour
Video Tapers	0.00047	23.55	per hour
Ticket Takers	0.00044	22.05	per hour
Ticket Sellers	0.00044	22.05	per hour
Crowd Supervisors	0.00044	22.05	per hour
Scouting	0.00047	23.55	per hour
Intramural Asst Supervisor	0.00048	24.06	per hour
Weight Room Supervisor	0.00048	24.06	per hour
Non-Athletic Chaperones	0.00044	22.05	per hour
Non-Athletic Supervisors	0.00044	22.05	per hour
Non-Curricular Work	0.00051	25.56	per hour

**APPENDIX C - EXTRA RESPONSIBILITIES PAY SCHEDULE****Based on 100% of BA Step 1**

<b>Percent of Base</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>
0.50	251	266	282	299	317	336	356	377
1.00	501	531	563	597	633	671	711	754
1.50	752	797	845	896	950	1,007	1,067	1,131
2.00	1,002	1,062	1,126	1,194	1,266	1,342	1,423	1,508
2.50	1,253	1,328	1,408	1,492	1,582	1,677	1,778	1,885
3.00	1,503	1,593	1,689	1,790	1,897	2,011	2,132	2,260
3.50	1,754	1,859	1,971	2,089	2,214	2,347	2,488	2,637
4.00	2,005	2,125	2,253	2,388	2,531	2,683	2,844	3,015
4.50	2,255	2,390	2,533	2,685	2,846	3,017	3,198	3,390
5.00	2,506	2,656	2,815	2,984	3,163	3,353	3,554	3,767
5.50	2,756	2,921	3,096	3,282	3,479	3,688	3,909	4,144
6.00	3,007	3,187	3,378	3,581	3,796	4,024	4,265	4,521
6.50	3,258	3,453	3,660	3,880	4,113	4,360	4,622	4,899
7.00	3,508	3,718	3,941	4,177	4,428	4,694	4,976	5,275
7.50	3,759	3,985	4,224	4,477	4,746	5,031	5,333	5,653
8.00	4,009	4,250	4,505	4,775	5,062	5,366	5,688	6,029
8.50	4,260	4,516	4,787	5,074	5,378	5,701	6,043	6,406
9.00	4,510	4,781	5,068	5,372	5,694	6,036	6,398	6,782
9.50	4,761	5,047	5,350	5,671	6,011	6,372	6,754	7,159
10.00	5,012	5,313	5,632	5,970	6,328	6,708	7,110	7,537
10.50	5,262	5,578	5,913	6,268	6,644	7,043	7,466	7,914
11.00	5,513	5,844	6,195	6,567	6,961	7,379	7,822	8,291
11.50	5,763	6,109	6,476	6,865	7,277	7,714	8,177	8,668
12.00	6,014	6,375	6,758	7,163	7,593	8,049	8,532	9,044
12.50	6,265	6,641	7,039	7,461	7,909	8,384	8,887	9,420
13.00	6,515	6,906	7,320	7,759	8,225	8,719	9,242	9,797
13.50	6,766	7,172	7,602	8,058	8,541	9,053	9,596	10,172
14.00	7,016	7,437	7,883	8,356	8,857	9,388	9,951	10,548
14.50	7,267	7,703	8,165	8,655	9,174	9,724	10,307	10,925
15.00	7,517	7,968	8,446	8,953	9,490	10,059	10,663	11,303
15.50	7,768	8,234	8,728	9,252	9,807	10,395	11,019	11,680

## **APPENDIX D - NEW OR CHANGED EXTRA RESPONSIBILITIES**

This appendix is for Board approved extracurricular position compensation that is not included in the Collective Bargaining Agreement. The procedures outlined in A, B, and C below also apply if an increase/decrease in responsibilities demand a change in the extracurricular compensation schedule

### **SECTION A - INTERSCHOLASTIC SPORTS**

A committee consisting of the Superintendent and/or Principal (Chair); the Director of Athletics; an Instructional Director; and, one Boys' and one Girls' Coach selected by the President of the Association, will develop the recommendation. Unless otherwise determined by the committee, the existing formula and the perceived relationship of the new activity to those presently in existence will be the criteria used.

### **SECTION B - NON-IHSA-RECOGNIZED AND/OR CLUB SPORTS, INTRAMURALS, AND OTHER SPORTS ACTIVITIES CONDUCTED ON A LIMITED SEASONAL OR PARTICIPATION BASIS**

The recommendation will be determined by a committee consisting of the Superintendent and/or Principal (Chair); and two Teachers appointed by the Association President.

### **SECTION C - NON-ATHLETIC ACTIVITIES**

1. The recommendation will be determined by a committee consisting of the Superintendent and/or Principal (Chair); and two staff members appointed by the President of the Association.
2. A committee consisting of the Principal (Chair); the Superintendent; and two staff members appointed by the President of the Association, may approve certain assignments on an hourly basis.



## APPENDIX E – EVALUATION PLAN

### LAKE FOREST HIGH SCHOOL DISTRICT # 115

#### EVALUATION PLAN FOR TENURED TEACHERS

##### **I. General Statement**

The major purpose of evaluation in Lake Forest High School District 115 is to promote student learning and the professional growth of staff members and to recognize that the teacher's primary responsibility is in the classroom. It is intended to be a collaborative and constructive process.

This evaluation plan provides for two types of evaluation of tenured teachers. Apparatus I which is unique to Lake Forest High School and Apparatus II which follows the State Code and includes required remediation procedures. It also provides for release time and/or financial payment for the consulting teacher.

This Evaluation Plan describes the rights, responsibilities and procedures to be followed regarding a tenured teacher's evaluation. The procedures suggested by the plan are not intended to nor can they supersede an Administrator's legal responsibilities as outlined in the Lake Forest High School Board of Education Policy manual.

**Note:** Non-tenured certified teachers will be evaluated in accordance with Section 24A-8 of *The School Code*. Non-tenured teachers will be observed at least twice each semester. A preliminary evaluation will be completed by December 1 and a final annual evaluation will be completed by March 1.

##### **II. Definitions**

**Summative Evaluation** - Summative evaluations generate the information needed for State-required ratings and personnel decisions such as placing teachers on remediation and termination.

**Formative Evaluation** - Formative evaluation focuses on the professional growth of staff members. Decisions served by formative evaluation include position orientation and training, monitoring performance, staff and professional development, and individual career planning. Many of the areas of focus in formative evaluation are identified by teachers themselves.

**Evaluation Plan** - The evaluation plan is the formal, written evaluation process which includes procedures by which the school board evaluates all tenured teachers employed in the school district and which meets the requirements of Article 24A of *The School Code*.

**Teacher** - Certified, tenured, non-administrative staff member.

**Qualified Administrator** - Those professional employees who are required to hold a supervisory or administrative certificate in accordance with Article 21 of *The School Code* and who have participated in an in-service workshop on evaluation of certified personnel in accordance with Section 24A-3 of *The School Code*.

**Excellent Rating** - The teacher exceeds the District's standards.

**Satisfactory Rating** - The teacher meets or exceeds the District's standards.

**Unsatisfactory Rating** - The teacher does not meet the District's standards.

### III. **District Standards**

- A. **Teacher's Attendance**: Daily attendance is required, within the limits of the Collective Bargaining Agreement and sick leave arrangements, so as not to impede the instructional process. Such leave will not be misused.
- B. **Instructional Planning**: Class presentation will exhibit logical and progressive movement for instruction toward a defined conclusion within a lesson and unit.
- C. **Instructional Methods**: A variety of instructional methods will be used, both mechanical and personal, as needed to facilitate the learning process.
- D. **Classroom Management**: A variety of methods to enhance the learning process for each student will exist. The teacher will be in control of the class.
- E. **Competency in Subject Matter**: Each teacher will exhibit competency in subject areas and conform to all regulations for certification standards in all areas and/or subjects to be presented.
- F. **Assessment**: The teacher understands various formal and informal assessment strategies and uses them to support the continuous development of all students. The teacher returns student work in an educationally appropriate time frame.
- G. **Professional Conduct**: The teacher understands education as a profession, maintains standards of professional conduct, and provides leadership to improve student learning and well being.

When an administrator knows of a deficiency or concern regarding the above standards, he/she shall notify the teacher in a timely fashion and initiate an informal discussion giving the teacher the opportunity to address the concern or deficiency.

**IV. Apparatus I - Formative Evaluation (Optional at the teacher's choice)**

This is the part of our plan that is unique to Lake Forest High School. The purpose of evaluation or feedback generated by Apparatus I is to provide the teacher with opportunities for self-examination, peer observation and feedback and professional growth. These opportunities are seen as ongoing and long term with one building on another throughout a teacher's career.

Some evaluation technique options open to the teachers are the clinical supervision process, outside observation, and peer evaluation. Teachers are also encouraged to collect and review student feedback using a systematic survey format. Variations on these ideas and other plans of the teacher's invention are encouraged.

Administrators are welcome as members of the formative evaluation scheme. Their participation in this area of evaluation does not preclude their role in summative evaluation.

**V. Apparatus II - Summative Evaluation**

This is the part of our plan which is State-mandated.

- A. Tenured teachers must be evaluated at least once every two school years.
- B. As required by *The School Code*, this evaluation must be conducted by a qualified administrator. The qualified administrator conducting the evaluation will be the teacher's direct supervisor or other qualified administrator selected by the teacher. In addition, the teacher may select up to two other certified staff members to observe his/her performance. The principal may also choose to become a member of the team or appoint another qualified administrator to be added to the team.
- C. Prior to October 1 of the school year in which a teacher is to be evaluated, a teacher requesting a team evaluation must obtain agreement of teacher-designated members to participate in the evaluation team, and must notify the direct supervisor of the teacher-designated members. If the teacher does not complete this notification process before October 1, the evaluation will be completed by the direct supervisor or his/her designee.
- D. Prior to October 15 of the evaluation year, the teacher and the qualified administrator conducting the evaluation will jointly schedule and hold the initial meeting to discuss the evaluation goals and timetable. The teacher is responsible for arranging the attendance of any teacher-designated team members and the qualified administrator for arranging the attendance of any additional administrator. Evaluation will be completed by May 1.

E. **The Evaluation Process**

1. A tenured employee will be evaluated not less than once every two years.
2. Unless otherwise agreed to by both the teacher and the evaluation team, the following evaluation procedure will be used.

At least one day's advance notification of all formal summative observations will be given. A pre-observation conference will be held if the teacher requests one. Before another observation is made, and within three working days of the original observation, a conference will be held with the observer and the teacher.

3. This conference will include specification of the teacher's strengths and/or constructive criticism, with supporting reasons for the comments made.
4. In addition to the formal observations, the administrator may make informal observations as he/she deems necessary. These informal observations shall not be the basis for remediation.
5. The qualified administrator conducting the evaluation will write a summative evaluation based on the district's standards. The summative evaluation will incorporate the team members' reports and the teacher's responses. All team members' written reports shall be provided to the teacher. Teachers will be rated excellent, satisfactory or unsatisfactory as required by *The School Code*. The report will be the official summative evaluation document. The Principal will review and sign the official summative evaluation document signifying that the procedures were followed. The document will also include the signatures of all team members. Signatures of team members will not necessarily mean agreement with the evaluation.
6. The teacher will sign and be given a copy of the evaluation report. In no case will the teacher's signature be construed to mean that he/she necessarily agrees with its contents. The teacher may submit additional comments to the written evaluation if he/she so desires. The summative evaluation, all final observation reports, and the teacher's comments are to be placed in the teacher's personnel file.

Within fifteen (15) working days of receiving the Evaluation Report, the teacher may submit a written response. This response shall be attached to the evaluation and placed in the teacher's personnel file.

7. Any teacher may bring a grievance as per the Collective Bargaining Agreement, but only in regard to the evaluation process, not the findings.

## **VI. Unsatisfactory Evaluations - Remediation**

In this area, *The School Code* will be followed as presented below, with an important addition. The consulting teacher will receive release time and/or financial payment during the period needed for remediation.

- A. Within 30 calendar days after an evaluation has been reduced to writing resulting in a rating of unsatisfactory, the district will develop and initiate a remediation plan designed to correct the areas identified as unsatisfactory, provided the deficiencies are deemed remediable. The remediation plan shall be developed by a qualified administrator or administrators designated by the Superintendent. The consulting teacher shall participate in developing the remediation plan, but the final decision as to the evaluation shall be made solely by the administrator (as per *The School Code*).
  1. The remediation plan shall provide for ninety (90) school days of remediation within the classroom. During the remediation period the teacher must receive evaluations and ratings once every thirty (30) school days (as per *The School Code*).
  2. The evaluations and ratings shall be conducted by a qualified administrator.
  3. The qualified administrator shall issue evaluations within 10 days of the conclusion of the remediation plan. However, the School Board shall not lose jurisdiction to discharge a teacher in the event the evaluation is not issued within 10 days after conclusion of the plan (as per *The School Code*).
  4. The remediation plan shall provide reinstatement to a schedule of biennial summative evaluations for any teacher who successfully completes the 90 day remediation plan by receiving a rating of satisfactory or excellent.
- B. Participants in the remediation plan shall include the teacher deemed unsatisfactory, a qualified administrator, and a consulting teacher. The remediation plan may include the participation of other personnel to assist in correcting areas identified as unsatisfactory.
  1. The participation of the consulting teacher shall be voluntary.
  2. The qualified consulting teacher shall be one who has received a rating of excellent on his or her most recent evaluation, has a minimum of five

years experience in teaching, and has knowledge relevant to the assignment of the teacher under remediation.

3. The consulting teacher shall be chosen from a list developed by the district or, the LFEA may, if it chooses, supply a roster of at least five qualified teachers from which the consulting teacher is to be selected, or the names of all teachers so qualified if that number is less than five. The participating administrator or the Principal of the teacher who was rated unsatisfactory shall select the consulting teacher.
  4. Where no consulting teacher is available in the district, the district shall request the State Board of Education to provide a consulting teacher who meets the statutory requirements.
  5. If the consulting teacher becomes unavailable during the course of remediation plan, a new consulting teacher shall be selected in the same manner as the initial consulting teacher. The remediation plan shall be amended as necessary upon consultation with the new consulting teacher for the balance of the 90-day remediation period.
  6. The consulting teacher shall provide advice to the teacher rated as unsatisfactory on how to improve teaching skills and to successfully complete the remediation plan.
  7. The consulting teacher shall not participate in any of the required evaluations, nor evaluate the performance of the teacher under remediation.
  8. The consulting teacher shall be informed of the results of the first two evaluations in order to continue to provide assistance to the teacher under a remediation plan.
- C. The Plan shall provide that any teacher who fails to complete the 90 day remediation plan with a satisfactory or excellent rating shall be dismissed in accordance with Section 24-12 of *The School Code* (105 ILCS 5/24-12).

**LAKE FOREST HIGH SCHOOL  
SUMMATIVE EVALUATION REPORT**

Faculty Member: \_\_\_\_\_

Department: \_\_\_\_\_

Qualified Administrator Selected by the Teacher: \_\_\_\_\_

Other Evaluation Team Members: \_\_\_\_\_

Dates of Formal Observations: \_\_\_\_\_

Dates of Informal Observations: \_\_\_\_\_

**I. DISTRICT STANDARDS**

- A. Teacher's Attendance: Daily attendance is required, within the limits of the Collective Bargaining Agreement and sick leave arrangements, so as not to impede the instructional process. Such leave will not be misused.

**COMMENTS:**

- B. Instructional Planning: Class presentation will exhibit logical and progressive movement for instruction toward a defined conclusion within a lesson and unit.

**COMMENTS:**

- C. Instructional Methods: A variety of instructional methods will be used, both mechanical and personal, as needed to facilitate the learning process.

**COMMENTS:**

- D. Classroom Management: A variety of methods to enhance the learning process for each student will exist. The teacher will be in control of the class.

**COMMENTS:**

- E. Competency in Subject Matter: Each teacher will exhibit competency in subject areas and conform to all regulations for certification standards in all areas and/or subjects to be presented.

**COMMENTS:**

- F. Assessment: The teacher understands various formal and informal assessment strategies and uses them to support the continuous development of all students. The teacher returns student work in an educationally appropriate time frame.

**COMMENTS:**

- G. Professional Conduct: The teacher understands education as a profession, maintains standards of professional conduct, and provides leadership to improve student learning and well being.

**COMMENTS:**

**STRENGTHS/CONSTRUCTIVE CRITICISM:**

\*\*\*\*\*

**II. SUMMATIVE RATING**

\_\_\_\_\_Excellent

\_\_\_\_\_Satisfactory

\_\_\_\_\_Unsatisfactory

\*\*\*\*\*

**III. SIGNATURES**

Date of Conference: \_\_\_\_\_

Teacher:

\_\_\_\_\_

Team Member(s)

\_\_\_\_\_

Qualified Administrator

\_\_\_\_\_

\_\_\_\_\_

Principal:

\_\_\_\_\_

- C: Teacher
- Department Chairperson/Instructional Director
- Principal
- (The original document is in the teacher's personnel file)

**MEMORANDUM OF AGREEMENT – ALTERNATIVE EVALUATIONS**

The Board and the LFEA are interested in exploring an alternative evaluation system.

During the term of this agreement, the Association will collaborate with the Board to develop an alternative evaluation option to our present evaluation plan. Both parties acknowledge that the mutually agreed upon alternative evaluation option must be approved through the waiver process of the Illinois School Code as stipulated by the State of Illinois.

**MEMORANDUM OF AGREEMENT – MENTORING PROGRAM**

The Lake Forest High School District 115 Board of Education and the Lake Forest Education Association, IEA-NEA agree that:

- All teachers who have completed mentor training and who are assigned mentor responsibilities, will receive an annual stipend of 4% of base on the Extra-Responsibilities Pay Schedule (Appendix C). Mentors will advance on the Extra-Responsibilities Pay Schedule with each year of experience: each year of experience as a mentor counts for one step.
- The mentor coordinators will receive an annual stipend of 8% of base on the Extra-Responsibilities Pay Schedule (Appendix C). Mentor coordinators will advance on the Extra Responsibilities Pay Schedule with each year of experience: Each year of experience as a mentor coordinator counts for one step.
- For teachers who have not received mentor training will receive a 2.5% of base on the Extra-Responsibilities Pay Schedule (Appendix C). They will be classified as a New Teacher Advisor.

**MEMORANDUM OF AGREEMENT – SHARED SERVICES**

WHEREAS, the Board of Education of Lake Forest Community High School District 115 and the Board of Education of Lake Forest School District 67 are parties to an Intergovernmental Agreement for the Utilization of Shared Services dated July 19, 2004, and July 20, 2004, respectively, which may be amended from time to time by said parties (“hereinafter referred to as the “Shared Services Agreement”); and

WHEREAS, the Board of the District 115 (“Board”) and the District 115 Lake Forest Education Association (“LFEA”) wish to set forth their understandings as to how various issues relating to the implementation of the Shared Services Agreement that

directly affect the terms and conditions of employment of teachers represented by the LFEA will be handled;

Now, therefore, the parties agree as follows:

1. In the event that the Administration of either Lake Forest High School District #115 or an outside school district pursuant to the Shared Service Agreement believe that it is in the best interests of the districts in question to share the services of a teacher represented by the LFEA at a school other than Lake Forest High School, the following provisions shall apply:
  - a. The Board will give the LFEA notice of the proposal to share services and will, upon request, meet with the LFEA to discuss the proposal and to consider any suggestions that the LFEA may have prior to deciding whether or not to share the services in question.
  - b. If a decision is made to share the services of a teacher represented by the LFEA, teachers will be asked to volunteer for a shared services assignment, which may include attendance at open houses, institute days or department meetings at the other school district. Before volunteers are sought, the anticipated allocation of time and assignments for the shared services position will be made available to any teacher who may be interested in the shared services position.
  - c. A teacher represented by LFEA who agrees to share services with another school district other than District #115 will continue to receive all compensation and benefits as set forth in the then applicable collective bargaining agreement between the LFEA and District #115.
  - d. A District #115 evaluator will only do the formal evaluation of any such teacher.
2. In the event that the Administration of either Lake Forest High School District #115 and an outside school district pursuant to the Shared Service Agreement believe that it is in the best interests of the districts in question to share the services of a teacher who is not employed by District #115 to work at Lake Forest High School, the following provisions shall apply:
  - a. The Board will give the LFEA notice of the proposal to share services and will, upon request, meet with the LFEA to discuss the proposal and to consider any suggestions that the LFEA may have prior to deciding whether or not to share the services in question.
  - b. If a decision is made to share the services of a teacher not represented by the LFEA, the teacher's step and lane on the LFEA District #115 salary schedule will be used to determine the appropriate pro-rated salary for the shared services to be performed at Lake Forest High School.

- c. All other benefits besides the pro-rated salary will be determined by the collective bargaining agreement or Board policies at the teacher's home school district.
- 3. The Administration will not ask a non-tenured teacher to take a shared services position without first consulting with the Association, unless a teacher was specifically hired for a shared service position.

The term of this Shared Services Memorandum of Agreement shall be for the term of July 1, 2006 to July 1, 2011 or the term of the Intergovernmental Agreement for the Utilization of Shared Services, as may be amended from time to time, whichever term is shorter.

**MEMORANDUM OF AGREEMENT – TECHNOLOGY**

Whenever teachers are expected to use new technology as a part of their work, the Board shall provide adequate training and written materials at the Board's expense to enable the teacher to become proficient in the technology. Such training shall not be offered solely during lunch periods. A reasonable effort shall be made to also offer training during an in-service and/or late start days.