

AGREEMENT

BETWEEN

**OAK LAWN COMMUNITY
HIGH SCHOOL
DISTRICT 229
OAK LAWN, ILLINOIS**

AND

**OAK LAWN
TEACHERS UNION
COUNCIL OF LOCAL 943
AMERICAN FEDERATION
OF TEACHERS
AFL-CIO**

2008-2013

PREAMBLE

This Agreement is made and entered into by and between the Board of Education, School District 229, Oak Lawn, Cook County, Illinois, hereinafter referred to as the "Board", and the Oak Lawn Teachers Union, Council of Local 943, AFL-CIO, hereinafter referred to as the "Union" for the purpose of settling wages and working conditions of the bargaining unit defined herein.

ARTICLE I

RECOGNITION

1. For the purpose of collective bargaining with respect to wages, hours, and working conditions, the Board recognizes the Union as the exclusive representative for all certified and all regularly employed non-certificated employees of the Board, including full-time basis substitutes, but excluding the Superintendent, Assistant Superintendent, Principal, Assistant Principal department chairpersons/division heads, student services director, athletic director, network assistant supervisor, building and grounds supervisor, director of technology, the superintendent's secretary, assistant superintendent's secretary, bookkeeper, financial coordinator, deans, special education coordinator, employees employed for less than 600 hours, and all other supervisory, managerial, confidential and short-term employees.
2. Any change in the existing Board or School District policy, procedures, or District rules and regulations made during the term of this Agreement and not covered by this Agreement which affects the wages or working conditions of the employees covered by this Agreement will be communicated to, and fully discussed with the Union Executive Committee. The Board will receive and act on recommendations from the Union before final action on such changes is taken by the Board, provided the Union submits their recommendations within the time limits as set by the Board.
3. Any previously or prospectively adopted policy, rule or regulation of the Board which is in direct conflict with a provision of this Agreement shall be superseded by this Agreement.
4. Employees shall not be discouraged from joining any organization representing education employees.
 - A. No bargaining unit member shall be discriminated against for any purpose or in any respect by reason of membership in the Oak Lawn Teachers Union or for participation in the process of negotiations and resolving of grievances.
 - B. Neither the Board nor the administration shall make any attempt to regulate, control, or discipline an employee's activities or behavior outside of the regular school day unless such activities or behavior clearly have a deleterious effect or impact on the discharge of an employee's duties for the School District, provided nothing herein

shall preclude the administration of the District from discussing with any employee the impact of an employee's activities on the operation of the School District or on the conduct of school affairs generally.

- C. Matters related to employee-board (or administrator) and union-board (or administrator) relationships shall not be discussed in the presence of students, nor shall students be used to transmit union propaganda to parents by carrying written material home or by being asked by employees or union to orally communicate messages to parents or other individuals.
5. The Union agrees to represent equally all members of the staff employed by the Oak Lawn Community High School, District 229, included in the bargaining unit as defined in Article I, Section I without regard to membership in, participation in, or association with the activities of the Union or any other employee organization, and to admit to membership all members of the staff, without qualifications other than payment of dues and employment by the Board.
 6. The Superintendent shall meet monthly at a mutually agreeable time with representatives of the Union to discuss matters relating to the implementation of this Agreement.
 7. The Board will deduct from the pay of each Union member from whom it receives an authorization to do so the required amount for payment of Union dues. A list of Union members from whose salaries dues have been deducted shall be made available to the President of the Union no later than thirty (30) days after such deductions are made. Thereafter, a list of names added and names deleted will be made available within thirty (30) days after the additions and/or deletions. The pro-rata dues deductions shall be made every payroll period, according to the salary payment plan chosen by the teacher, and shall be sent to the Union treasurer. Union dues withholdings will be discontinued upon written notification by an individual to the Union President and the District Superintendent or his designee.
 8. The District shall deduct contributions to the IFT/ PAC fund from the paychecks of any employee who authorizes in writing such a donation be made.

The District shall transmit via first class U.S. Mail such contributions to IFT/PAC at 700 South College, Springfield, Illinois 62704, within ten working days of the issuance of the paycheck (or to such other address as the Union may designate in writing). The District shall transmit with contributions the name, social security number and amount deducted from each employee.

Bargaining unit members who desire to cancel such contributions shall notify the District and the Union in writing. Under no circumstances shall the Union or the District deny the right of employees to revoke the authorization of payroll deduction of IFT/PAC contributions.

The Union shall indemnify and hold harmless the District, its members, officers, agents, and employees from and against any forms of liability that shall arise out of, or by reason of action taken by the Employer for the purposes of complying with the above provisions of this Article. The Union shall not be responsible for the attorney's fees of any attorney for the employer other than the attorney employed and supervised or directed by the Union, or in the event of any conflict of interests, an attorney selected by the Board and approved by the Union, which approval shall not be unreasonably denied.

9. Commencing July 1, 1988, all employees covered by this Agreement who are non-members of the Union and who were employed after January 1, 1985, shall, during the term of this Agreement, and for so long as they remain non-members of the Union, pay to the Union each month their fair share of the cost of the services rendered by the Union that are chargeable to non-members under State and Federal law.
 - A. Such fair share payment by non-members shall be deducted by the Board from the earnings of the non-member employees and remitted to the Union provided that the Union shall submit to the Board an affidavit which specifies the amount constituting said fair share not exceeding the dues uniformly required of members of the Union, and which describes the rationale and method by which the fair share was determined, including a list of the expenditures which were excluded in determining the fair share.
 - B. Upon receipt of said affidavit, the Board shall cooperate with the Union to ascertain the names of all employee non-members of the Union from whose earnings the fair share payments shall be deducted.
 - C. The Union shall prepare a notice containing the fair share fee information specified in sub-section A. above, and advising that any non-members may object to the amount of the fee: (a) through the Union's internal appeal procedure, culminating in arbitration, by sending a letter to the Union President by certified or registered mail or by delivery to the Union office, at any time after the notice, but within thirty (30) days after the first salary payment of the school year from which his/her fair share fee has been deducted; (b) by filing an unfair labor practice charge against the Union with the Illinois Educational Labor Relations Board and serving a copy of the charge on the Union, as provided in the Rules of the Labor Board, or (c) by taking any other action available to them at law.
 - D. A copy of the Union internal appeal procedure culminating in arbitration of any objector's claims shall be supplied to the Board. The Union shall advise the Board of any subsequent changes therein.
 - E. Upon the Union's receipt of notice of an objector's invocation of either procedure

described above, the Union shall deposit in an escrow account, separate from all other Union funds, the amount of fee payments received on behalf of an objector or objectors that is fairly placed at issue by the objection(s). The Union shall furnish objectors and the Board with certification of the terms of the escrow arrangement and, upon request, the status of the fund as reported by the bank.

- F. If an ultimate decision in any proceeding hereunder directs that the amount of the fair share fee should be lower than the amount fixed by the Union, the Union shall promptly adopt said determination and notify the Board to reduce deductions from the earnings of non-members to said prescribed amount.
- G. The Union shall indemnify and hold the Board harmless, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability that shall arise out of or by reason of action taken by the Board for the purposes of complying with the above provisions of this Article, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any of such provisions.

Only authorized union representatives will be allowed to collect or solicit dues for employee organizations.

- 10. The Board agrees not to take any action which will prevent any employee from making application for or accepting a position in another school district. A candidate is free to accept employment elsewhere after the expiration of his contract with this School District, or if a tenured teacher, in accordance with State Law. An application placed with another prospective employer shall not in any way prejudice such applicant's status in his present position.
- 11. Whenever a member of the bargaining unit is required to participate during regular working hours in a mutually scheduled conference or meeting called by the administration, he shall be excused without loss of pay for that purpose. If an employee is entitled to Union Representation at such a conference or meeting and requests Union Representation, then the Union Representation from the bargaining unit may not exceed two members who shall also be excused without loss of pay to attend such meeting or conference. This shall not limit the employee's right to have representatives from the Union who are not bargaining unit members.
- 12. Both parties to this Agreement believe that the services of the employees are essential to the educational program of the District. It is recognized that a congenial and cooperative atmosphere is desirable for maximum productivity. Therefore, both parties will endeavor to treat each other with courtesy and respect.

ARTICLE II

WORKING CONDITIONS

1. School Facilities

- A. The Board shall provide reasonably spacious, clean, attractive and comfortable lounges. All employees shall exercise reasonable care in keeping the lounges free from litter.
- B. Employees are encouraged to report to the appropriate authority conditions in the school deemed to be unsafe or unhealthful. The Board shall make every reasonable effort to render school facilities as free from hazards to health and safety as is practical.
- C. Vending machines (snack and soft drink) will be provided in each lounge. A committee shall be established with Union representatives to pass judgment on disbursement of monies received from such vending machines for welfare and scholarship purposes. Full accounting of all funds will be forwarded to the committee monthly during the school term.
- D. Each department and/or division shall have a departmental and/or division office of adequate size and condition to meet the needs of teachers in the department. It is understood, however, that in the event of emergency shortages of space, the Board might have to temporarily divert departmental and/or division office space to other use. The Board shall fully discuss such anticipated changes with the Union before taking such action.
- E. Each employee with 24 or more years of service in the District will have his/her choice of an assigned parking space based on seniority.

2. Recruitment and Hiring Practices

- A. The Union shall be supplied with a list of bargaining unit members, their phone numbers, if available, and addresses by October 1. This list shall be updated by the following March 1. The Union may have access to new bargaining unit member's names, phone numbers, if available, and addresses during the summer months if requested.
- B. All new teachers entering the District shall receive credit on the salary schedule for their full previous teaching experience.

The Board agrees that membership per se in an employee organization will not be a factor in any decision to hire or not to hire.

3. Teaching Load and School Day

- A. A full time teacher shall carry five (5) 50/55 minute classes and one 25 minute supervisory assignment. The regular school day for teachers will be seven (7) hours and twenty (20) minutes consecutively.
- B. Sixth Teaching Assignment
 - 1. All assignments beyond the five (5) 50/55 minute-class teaching load must be agreed upon by the teacher and the Board.
 - 2. If a teacher agrees to teach a sixth (6th) class, he/she shall be compensated at the rate of one-sixth (1/6) of step 5 of the salary schedule lane of the teacher or at the rate of one-sixth of the teacher's salary schedule step if less than 5. Sixth assignments will be offered in accordance with Article II, 12 Schedules & Building Facilities Step 2 with regards to seniority.
 - 3. No supervisory assignment shall be assigned to a teacher who agrees to teach six (6) classes.
- C. Reasonable effort will be made to assign teachers to one room. When it is necessary to assign teachers to more than one room, effort will be made to keep the multiple assignments as convenient as possible.
- D. Each counselor, social worker, school psychologist, nurse or media specialist shall be entitled to one unassigned preparation period of 50 minutes, or the equivalent, per day. No supervision will be assigned. In the event a school improvement/professional development opportunity is scheduled during the unassigned period, the unassigned time shall be rescheduled for that day.
- E. Reasonable effort will be made to avoid assigning a teacher to more than three consecutive teaching periods.
- F. The Administration will avoid making assignments to teachers which will require more than three lesson preparations per day. Exceptions will be made only when peculiarities of subject matter and exigencies of teacher programming demand. Agreement of teachers affected by exceptions will be sought.
- G. The Board agrees that it will make every reasonable effort to meet the counselor-student ratio established as exemplary by the North Central Association of Secondary Schools and Colleges.

- H. Reasonable efforts shall be made to rotate the supervisory duties of study halls, resource rooms, cafeteria corridor, and Internal Alternative Program Monitor's duty free period.
- I. Effort will be made to balance the number of students assigned to each study hall.
- J. The F.T.B. shall have no more than six (6) and a half (1/2) periods of assigned duties. F.T.B. assignments may include serving as a substitute for teachers, teacher-aides, secretaries, and deans' assistant or providing general building supervision. The F.T.B. will be compensated according to Article VI, Section 2, for an additional assigned period.
- K. The teacher school day will include two unassigned professional preparation periods. From time to time a teacher may be requested to attend a meeting (during one unassigned preparation), for the purposes of school improvement/professional development.
- L. Working hours for the media specialist will be established by the administration using flex time and staggered start times. The working hours are based on a 7 hour and 20 minute work day. The weekly hours for a media specialist will not exceed 2,200 (440/day minutes, 5/days) minutes without further compensation.
- M. Beginning with the 2009-2010 school year, all certificated staff will be assigned as a Student Advocate for the purpose of overseeing the social, emotional and academic development of an assigned set of students. Staff will periodically meet with their assigned students at scheduled intervals during the normal school day over the course of the school year.

4. School Year and Calendar

- A. The school year for all teachers shall consist of one hundred seventy-six (176) student attendance days and five (5) institute/training days.
- B. Although the school calendar will provide one hundred eighty-six days, sufficient holidays will be given or the closing day of school adjusted to insure that one hundred seventy-six (176) days of actual student attendance and five (5) institute/training days will not be exceeded. At or before the regular April meeting of the Board, the days anticipated in excess of one hundred seventy-six (176) actual pupil attendance days shall be reported. The Union and the Board shall then seek agreement on the best way to use these excess days. If mutual agreement cannot be reached, the Board shall make the determination.

- C. The Board shall decide the official school calendars for the 2008-09, 2009-10, and 2010-11 school years (including summer school) no later than its March 2008 meeting. Subsequently, no later than January, a committee of administrators and Union representatives shall meet each year to work out a calendar for the succeeding third year, including the summer school calendar of such succeeding year. The Board shall decide the official school calendar maintaining a three year calendar schedule no later than its March meeting. The parties recognize that unforeseen changes (i.e. acts of legislation or acts of nature) may require modifications to approved calendars. As such, the committee will reconvene.

5. Board Policy

- A. One copy of the current School Board Policy Manual shall be filed in the school faculty library and one copy filed with the Union.
- B. A copy of the agenda and current minutes of the Board meeting shall be made available to the Union before the meeting covered by said agenda.

6. Employee Leaves

A. Daily

1. Sick Leave

- a. The Board shall grant full-time ten-month employees 15 days sick leave, 3 of which may be used for personal business (following personal business procedures) at full pay in each year. The Board shall grant full-time twelve-month employees 18 days sick leave, three (3) of which may be used for personal business (following personal business procedures) at full pay in each year. If not used, such leave shall accumulate to a maximum available sick leave of 340 days. Sick leave will be interpreted to mean personal illness, quarantine at home, serious illness or death in the immediate family or household, or any disability due to pregnancy and shall be governed by the provisions of Section 5/24-6 of the School Code.
- b. The Board will notify each employee by October 1 as to the number of sick leave days for which he/she is eligible.
- c. The morning of the absence, employees are responsible for notifying the proper authorities one hour prior to the start of the school day, and zero hour teachers are responsible for notifying proper authorities one hour prior to zero hour. If an employee fails to so notify the proper

authority, then his/her absence will be deducted from any available personal leave; or, if no personal leave is available, he/she will be docked one day's pay for each day he/she is absent without so notifying the proper authority. If school is in session for less than one-half school day, employees will only have deducted one-half of a personal day.

- d. A twenty-four hour mechanism for reporting an illness will be in place so that an employee can report illness anytime. In reporting illness, an employee will state his or her name, department, nature of illness (i.e. personal illness, family illness) as soon as possible and at least one hour before the start of their shift. Certified staff employees who become ill and/or must leave before the end of the day will be charged per period for each period a substitute is required. When chargeable absences total 1-3 periods a half day will be charged. When chargeable absences total 4-6 periods, a full day will be charged. After 6 periods, the cycle will restart. Support staff Employees who become ill and/or must leave before the end of the day will be charged sick time in hour increments.
- e. If an employee has exhausted his/her accumulated sick leave, the Board may grant or approve additional sick leave.

2. Personal Leave

Personal leave for business or personal matters not covered by sick leave definition and which cannot be handled outside work hours will be granted to all personnel covered by this Agreement upon request for such leave with length of such leave submitted in writing to the Principal or immediate supervisor at least two days in advance of the proposed leave. When the leave requested falls before or after vacation time or a holiday, the request for such leave must be submitted in writing on the request form and the reasons may be stated verbally for approval to the Superintendent or his/her designee. In case of emergency, the two days notification period required may be waived by the Principal or immediate supervisor. On the day prior to, or following, a vacation period, personal business days will be honored only if they are emergency personal business or personal business that requires the presence of the employee and over which the employee has little, if any, control (court cases, legal hearings, or home emergency, etc., as opposed to vacation days, vacation travel, recreational activities, etc.) that must be scheduled on that particular day.

3. Professional Leave

Every employee shall, without reduction in pay or reduction in other leave days, be entitled to leave each year for attendance at professional meetings and conferences as approved by the appropriate Division Chair and as feasible within departmental budgets provided for such leave. The availability of such leave will be subject to the approval of the Principal. Reasonable effort shall be made so that, except for Friday, no employee shall be denied a professional leave on the basis of the number of leaves previously granted for a given day.

4. Union Leave

The Board shall grant 7 days of leave to the Union President or his/her designee for union business provided that any such leave must be approved in advance by the Superintendent and the cost of a substitute paid by the Union. Commencing with the 1996-1997 school term, the Union President as of June 1st of the preceding school term shall not be assigned a 25-minute supervisory period for the next school term. In the event a support staff member is elected union president, that individual will be granted 25 minutes per day unassigned time for the purpose of conducting union affairs. The unassigned time will be mutually agreed upon by the staff member and his/her supervisor.

5. Bereavement Leave

Employees will be allowed 3 work days of paid leave on account of death of an immediate family member as defined in Section 5/24-6 of the School Code. For purposes of this Section (School Code 2007), "immediate family" shall include, parents, spouse, brother, sister, children, grandparents, grandchildren, parents-in-law, brother-in-law, sister-in-law, and legal guardians.

B. Extended

During any unpaid leave of absence the seniority a teacher would have earned had the teacher not been on unpaid leave shall be reduced according to the following schedule:

On or after 45 unpaid days	-	Quarter year
On or after 90 unpaid days	-	Half year
On or after 135 unpaid days	-	Three quarters year
On or after 181 unpaid days	-	Full year

1. Childbirth/Adoption Leave

- a. The Board shall grant a childbirth leave of absence without pay or loss of accrued sick leave or seniority to a regularly employed member of the staff who submits a written request for such leave with the expected date of delivery and requested length of the leave.
- b. The legal adoption of a child under age ten will qualify a regularly employed member of the staff for childbirth leave application. The employee shall have all benefits of childbirth leave as specified in this section.
- c. The employee shall apply for childbirth leave no later than 5 months prior to the expected date of the birth of the child or date of placement by adoption, or when the date of placement for adoption becomes known. A childbirth leave of absence may begin when the teacher so desires. Return from the leave must be at the beginning of a school year.
- d. Childbirth leave is without pay or benefits provided that the District shall maintain the employee's coverage under any applicable group health plan for a period of three months from the date of commencement of the leave or date of delivery or placement for adoption whichever comes first, at the level and under the conditions of coverage that would have been provided had the employee continued to work. Thereafter, the employee may continue participation in the District's health plan provided that the employee pays the full premium cost in a timely manner.
- e. Childbirth leave will be 1 full school term plus the fraction of any school term during which the leave may commence. The Board will consider extending childbirth leave for an additional semester, or term, if the teacher makes written application for such extension by February 15 of the full term in which the childbirth leave is in effect.
- f. No childbirth leave shall exceed 2 full school terms, plus the fraction of any school term during which the leave may be commenced.
- g. Written notice of return from childbirth leave must be made by March 1 of the full term the teacher is on leave. The failure of a teacher to give written notice of return by the March 1 date shall be deemed a resignation from employment.

- h. Full time noncertified employees who have been regularly employed for two or more years shall upon request be granted a childbirth/adoption leave in accord with subsections a., b., c., and d. above. The maximum duration of the leave shall be 12 months.

- i. As an alternative to a childbirth leave as described in a through g above, an employee who is an “eligible employee” as defined in the Family and Medical Leave Act of 1993 and who has available FMLA leave days, is entitled to elect to take up to 12 workweeks of parental leave because of the birth of a son or daughter or because of the placement of a son or daughter with the employee for adoption. An employee shall provide at least 30 days advance notice of intention to take leave under this paragraph i except that if the date of birth or placement requires the leave to begin in less than 30 days, the employee shall provide such notice as is practicable. This parental leave must be taken within the 12-month period beginning on the date of birth or placement for adoption. This parental leave shall not be taken intermittently without the written consent of the Superintendent. Any paid sick leave used by an employee due to disability caused or contributed to by pregnancy, childbirth or related medical conditions shall constitute part of the 12-week parental leave provided for herein. Parental leave under this paragraph i shall be without pay and no benefits shall accrue during the period of leave. Unpaid leave is subject to the same seniority schedule outlined in Article II 6B. However, an employee shall not lose any benefits accrued prior to the date on which the leave began and during the period of this leave. The District shall maintain the employee’s coverage under any applicable group health plan for the duration of the leave at the level and under the conditions of coverage that would have been provided if the employee had continued to work during the period of leave. Pursuant to the provisions of the Family and Medical Leave Act of 1993, the District reserves the right to recover any insurance premiums paid for maintaining health coverage during the leave period should the employee fail to return to work at the expiration of the leave period, except if the failure to return to work is because of the continuation, recurrence or onset of a serious health condition or for other conditions beyond the control of the employee. When an employee returns from a leave, the administration will give first consideration to returning the teacher to the same position he/she held prior to the leave. However, the administration may assign him/her to a different, similar available position if deemed to be in the best interest of the School District. An employee on leave hereunder

shall be subject to dismissal due to reduction in force on the same terms as employees not on leave.

2. Illness Leave of Absence

Subject to furnishing appropriate medical documentation, an illness leave of absence for one year without pay or increment will be granted to an employee for extended personal illness and for caring for a sick member of the immediate family. If at all possible, applications for such leaves must be made in writing to the Superintendent by March 1 prior to the year the leave is to be in effect. A teacher on leave must notify the Superintendent by March 1 of his or her intention to return to the District.

3. Professional Leave of Absence

A leave of absence for tenured teachers for one year without pay or increment may be granted for professional study but will be limited to three (3) tenured teachers per year. Applications for such leave must be submitted in writing to the Superintendent by February 1 prior to the year the leave is to be in effect. All applications received by the Superintendent will be submitted to the Sabbatical Leave Committee. The Committee shall review and make a recommendation on each request as to whether the leave should or should not be granted. Committee recommendations shall be promptly submitted to the Superintendent for presentation to the Board. All Committee recommendations shall be presented to the Superintendent prior to the April Board meeting. A teacher on leave must notify the Superintendent by March 1 of his or her intention to return to the District.

4. Personal Leave of Absence

Any tenured teacher may be granted a one year unpaid leave of absence upon application to the Board by February 1 of the year preceding the leave.

5. Sabbatical Leave

A certified employee will be eligible to apply for a sabbatical leave of absence of one semester or one year after six (6) years of service at Oak Lawn Community High School for the purpose of (A) study and scholarly pursuits, (B) travel as approved or (C) such other purpose as may be adjudged proper by the Superintendent and the Board of Education. The following provisions will govern such leave:

- a. The cost to the Board for teachers granted such leave for salary, pension, and fringe benefits shall be 75% of the basic salary as if the teacher were in actual service or as provided by the School Code, whichever is larger. The teacher on sabbatical leave shall continue to progress on the salary schedule as the teacher in service.
- b. A teacher accepting sabbatical leave must agree to return to teach at Oak Lawn one year following the sabbatical or to refund the salary paid to him during such leave, unless such return and performance is prevented by illness or incapacity.
- c. The teacher will return to a position equivalent to that he occupied at Oak Lawn before the leave, unless a better position is offered and accepted.
- d. Three faculty members may be granted leaves concurrently in any one year.
- e. A Sabbatical Leave Committee, composed of the Superintendent, two (2) other members to be appointed by the administration, and three (3) members to be appointed by the Union, shall make recommendations to the Board on sabbatical leave. The Committee shall establish and make known to all applicants guidelines to be used as an aid in making its selections. Provided that when applications for leave are deemed by the Committee to be of equal merit, consideration will be given to the following priorities: (A) teachers applying for their first sabbatical over those applying for their second sabbatical; (B) teachers senior in service at Oak Lawn over those with shorter service; (C) teachers with longer total teaching experience over less experienced.
- f. Applicants for sabbatical leave for all or part of the ensuing school year must be filed with the Superintendent no later than January 15 of the immediate school year.
- g. Recommendations to the Board by the Sabbatical Leave Committee shall be presented to the Superintendent prior to the regular February meeting. Final Board action will be at the regular meeting in March. As provided in the School Code, the final decision on the number of sabbatical leaves to be granted and persons to receive such leaves will be made by the Board of Education.

7. Promotions

A. TEACHERS

All openings for positions paying yearly salary differentials in excess of Step I, Level I, of the Extra Responsibility Compensation Guide will be publicized by a notice posted on the bulletin boards in all employee lounges and by the teachers' mailboxes, and notification of the posting will be made in the staff bulletin. Notices will be posted for a period of at least ten (10) school days or, in the event school is in summer recess, ten (10) weekdays before such vacancies are filled. If such vacancy occurs after the close of school in June and before re-opening in August, the Board of Education agrees to provide notification of the vacancy to each staff member who has on file with the Superintendent a written request to be notified of all vacancies. In case of extenuating circumstances and with prior notice to the Union President, the length of time for posting notices of an opening may be reduced to three (3) days.

- B. Support staff position vacancies and summer jobs shall be posted for not less than five (5) week days, excluding any holidays, before being permanently filled. The posting shall contain the job title, a brief description of the job, the general schedule and salary range. The Board shall determine when there is a vacancy and if it shall be filled. A posting may be withdrawn at any time. Internal employees shall be entitled to apply for any vacancy or summer job and shall be considered first, however the administration is not required to select an internal applicant to fill the vacancy or summer job.
- C. Such notice shall set forth clearly the qualifications; compensation; certification requirements of the position; and, in the case of new positions, a brief job description.
- D. Every staff member who desires to fill any such vacancy shall file his application in writing within the time limit specified in the notice.
- E. Regarding promotions within the bargaining unit where qualifications are substantially equal, school seniority shall be a primary factor.
- F. The Union shall receive notification of all resignations occurring in promotional positions.

8. Student Discipline

- A. A committee to consider problems relating to student behavior and discipline is

hereby established and so named the Discipline Committee. The committee shall meet periodically as often as necessary and shall be composed of four (4) representatives appointed by the Union, four (4) representatives to be designated by the administration and/or Board, two (2) student representatives, and at least two (2) parents. Additional personnel may meet with the committee by agreement of the parties.

- B. All staff members will make every reasonable effort to uniformly enforce the Discipline Code at their respective responsibility levels.

See: Discipline Code

9. Suspension Policy

A. Teacher Suspension

1. Pending a dismissal hearing pursuant to Section 24-12 of the School Code, the Board may suspend a teacher in accordance with Section 24-12; but, if acquitted, such teacher shall not suffer the loss of any salary by reason of the suspension.
2. If no dismissal is then pending, a teacher may be suspended by the Board without pay only after the teacher has received written notice of the reasons for the proposed suspension and an opportunity to be heard on the matter by the Board. Suspension shall be for just cause. The teacher retains all due process rights.
3. Unless charges of dismissal are approved by the Board, a discipline suspension shall not exceed ten (10) school days, only seven (7) of which may be unpaid.
4. In an emergency situation where the continued presence of the teacher on the job is detrimental to the educational process, the Superintendent may suspend a teacher for up to five (5) days provided that the teacher shall suffer no loss of pay if, upon hearing by the Board, the suspension is set aside. Otherwise, the Board may sustain the suspension or take such further action as may be appropriate.

B. Support Staff Discipline.

1. Except for probationary employees who remain employees at will during their probationary period, management may discipline employees only for

just cause. Disciplinary measures shall include oral reprimand, written reprimand, suspension with or without pay, and discharge. At any meeting with an administrator during which discipline may be considered, all employees shall have the right to union representation.

2. Any employee who receives a written reprimand shall have the right to attach a written response to it or file a written reply to any oral reprimand. Reprimands may be grieved only to step four of the grievance procedure.
3. Except in cases of emergency, prior to any suspension with or without pay or discharge, the employee shall be notified of the proposed discipline and shall have the opportunity to meet with the Superintendent or his designee. At the meeting, the employee shall be told the reasons for the proposed discipline and be given the opportunity to respond to those reasons and to tell his/her side of the story. If the employee disagrees with the decision, the employee may within 10 week days (Monday-Friday, excluding holidays) appeal by filing a written grievance in the office of the Superintendent. However, if the disciplinary decision was made by the Superintendent, the grievance shall commence at the fourth step of the grievance procedure. Otherwise, it shall commence at the third step.
4. Employees will be given 18 months to remediate oral and/or written reprimands. If within 18 months, the issue has been corrected to the satisfaction of the supervisor, upon the written request of the employee, the historical documentation will be dated and stamped "remediation completed." Further discipline for the same issue will start the process again. If the discipline is a result of the employee taking a day(s) off without pay, the employee will demonstrate remediation after 2 full school years of no such infraction to the satisfaction of the supervisor, upon the written request of the employee, and the discipline will be dated and stamped "remediation completed."

10. School Day and Daily Schedule

A. School Day and Daily Schedule

The regular school day will be from 7:45 AM to 3:00 PM. It is agreed that a zero (0) period may be established by the administration. Teachers will only be assigned to zero hour on a voluntary basis. This zero period shall be from 6:50 a.m. to 7:40 a.m. Teachers will report at least 5 minutes prior to beginning of the school day.

Teachers involved in a staffing will be expected to remain until said staffing or conference is completed.

Teachers leaving the building during the school day for either school business or personal business shall sign out prior to departure at the Principal's Office, and, if possible, give the location where they can be contacted. The reason for leaving the building will be indicated.

The regular school workday for social workers, school psychologist and school nurse(s) shall be from 7:30 a.m. to 3:30 p.m.

- B. Club activities, sports activities and dramatic activities shall be scheduled carefully so that major conflicts are avoided.
- C. An articulation program between the grade school and the high school will be instituted contingent upon working out a suitable agreement with the elementary districts.
- D. The daily class schedule 2008-2013:

Period	Start	End	Minutes
1	7:45	8:35	50
2	8:39	9:29	50
Ann/3	9:33	10:30	57
4A	10:34	10:57	23
4B	11:01	11:24	23
5A	11:28	11:51	23
5B	11:55	12:18	23
6A	12:22	12:45	23
6B	12:49	1:12	23
7	1:16	2:06	50
8	2:10	3:00	50

The Educational Development Committee shall have the authority to modify the bell schedule as necessary within the 7:45-3:00 school day and in keeping with the 8-period scheduled day.

11. Substitution

- A. Every reasonable effort shall be made by the administration to avoid non-voluntary substitution. Non-voluntary internal substitution will be required only when unavoidable to provide necessary coverage of classes.

- B. The primary responsibility for obtaining necessary substitutes will lie with appropriate administrative and supervisory personnel.
- C. The Board hereby reaffirms its policy of making every reasonable effort to obtain external substitute teachers for full day or longer substitutions.
- D. Internal substitution shall be from the absent teacher's department whenever possible. Every reasonable effort shall be made to distribute substitutions during each period among teachers desiring substitutions.

12. Schedules & Building Facilities

Step 1: Teacher preferences regarding assignment of classrooms and other building facilities and assignment of courses and subjects to be taught, including number and kind of preparations, will be communicated to Division Chairs and/or other appropriate administrators.

Step 2: Each division chairperson will facilitate and teachers will participate in the selection process within their departments in a collegial manner taking into account teacher preferences, the length of service in the District of teachers involved, the qualifications of the teachers involved, and the demonstrable best interests of the students and the total educational program.

Step 3: If teacher and/or department chair preferences are not met, the DC and/or the teacher will communicate his/her concerns to the building administration. The building administration will first consider teacher preferences, taking into account the length of service in the District of teachers involved, the qualifications of the teachers involved, and the demonstrable best interests of the students and the total educational program in making final teaching assignments. Individual teacher grades will not be a factor when determining teacher course assignments. It is also understood that an individual teacher cannot determine the number of sections to teach of the courses he/she has written on the preference document submitted.

13. Custodial and/or Clerical Duties

- A. The Board agrees to attempt to develop and implement in conjunction with the Union, in so far as practical, workable, and consistent with the School Code, a program for student involvement in activities determined by the parties. It is understood and agreed that the program to be adopted will recognize the ultimate, continuing responsibility of the teaching staff for general education in civic responsibility and maintenance of school discipline.

- B. Teachers may use aides as assistants but study hall supervision requires a certificated person present. Teachers are required to keep student attendance as outlined by the School Code.
- C. The Superintendent and the President of the Union and/or their designees shall meet during the school year to devise a plan to increase teacher productivity by relieving teachers of the following duties: (A) issuing and collecting of textbooks; (B) issuing and collecting of manuals; (C) collecting and refunding of fees.

14. Notification of Teaching Assignments and Salary

- A. The administration shall notify teachers in writing of their tentative teaching assignment and any supervision for the coming school year on or before May 25 of the current school year.
- B. The administration will not modify or change the teaching assignment given to a teacher after the initial notification unless such change may be necessitated by staff, enrollment, or other changes in conditions prevailing at the time of initial notification which directly affect teaching programs and assignments. In the event such changes are necessitated, the teacher will be informed of such change as soon as is reasonably possible; and his/her agreement to such changes will be sought. In cases where subject assignments change due to staff resignations prior to July 1, teachers who indicate in writing to the Principal, not later than the close of the school year, their desire to be notified if a change occurs within a specified teaching area, will be notified and given an opportunity to apply for the available assignments. Notification to the Principal will include the teacher's summer address and telephone number. Failure of a teacher to respond within 10 calendar days from date of notification will be regarded as disinterest.
- C. Available teacher employment opportunities for the summer school and evening school program shall be made known as needs are determined.
- D. Teachers desiring employment in the summer school program will submit application on forms supplied by the administration.
- E. District 229 regular teacher personnel planning to return to the District shall be given preference over other candidates for summer school or night school employment. Seniority shall be a primary factor in determining preference in summer school or night school employment. Summer school or night school seniority shall be determined by the length of service in summer school or night school. If summer school or night school seniority is equal, then regular term school seniority shall be the determining factor. Interruptions in summer school or night school teaching

service shall not affect seniority. All acceptance of summer school or night school employment becomes final fifteen days prior to the opening of summer or night school. Once summer school or night school employment is accepted, teachers may not reject said summer school or night school employment with less than fifteen days notice prior to summer school or night school opening, without being subject to penalty of loss of summer or night school seniority.

- F. The director of the adult evening school shall post the tentative employment opportunities by title, salary and qualifications.

15. Student Grades

- A. Student grades as reported by a teacher shall be final if pedagogically justifiable and reasonable, given established school grading policy and tradition. Early notice of possible senior failure must be reported, no sooner than two (2) weeks before the last day of final exams.
- B. Due dates for all grades (eligibility, midterm, quarter and semester grades) will be established during calendar development in January of each year. Quarter and Semester One grades will be due no sooner than 48 hours (excluding weekends and holidays) upon the completion of the end of the quarter/last semester exam. Semester Two grades will be due no sooner than 1 school day upon the completion of the last semester exam. Teacher checkout will be made available on the last day of semester two exams for those teachers submitting final grades. Attendance on the last day of the calendar (scheduled institute) will be optional for teachers who have gone through checkout procedures. Due dates will be publicized upon the school board's approval of the calendar no later than its March meeting. Administratively graded tests will be returned to the teacher as soon as possible. If the administratively graded tests cannot be returned within a reasonable amount of time, an extension of grade submission beyond the 48 hours will be considered.

16. Report of Personal Injury Cases

- A. Employees or their designees shall report immediately in writing to the district office all cases of assault and/or battery suffered by them in connection with their employment.
- B. The report shall be forwarded to the Board which shall comply with request of the employee for information in its possession relating to the incident or persons involved.
- C. The Board agrees to indemnify employees against death, and bodily injury, and property damage claims and suits, including defense thereof, when damages are

sought for negligent or wrongful acts alleged to have been committed in the scope of employment or under the direction of the Board.

- D. Whenever an employee of the District is absent from school as a result of personal injury caused by an assault and/or battery arising out of and in the course of his employment, he shall continue to receive his regular salary for a period of time equal to 45 school days plus a number of school days equal to his accumulated sick leave days, if needed. Such absence shall not be charged to his annual sick leave. In no event shall the teacher receive his salary if he is declared physically able to return to work by a Board-appointed physician. Any amount of salary payable pursuant to this section shall be reduced by the amount of any Workmen's Compensation and/or Teacher Pension payments for temporary disability due to the said assault and/or battery injury for the period in which such salary is paid.

17. Extra-Curricular Assignments

- A. Individual teachers who have assignments which provide compensation in addition to the salary provided in the basic salary schedule shall retain such assignments from year to year unless notified otherwise in writing, with reasons given to athletic coaches within thirty (30) calendar days of the last varsity contest in which the team participated and no later than May 1st for all other stipend positions listed in the Extra Responsibility Compensation Guide including Saturday Detention Monitor(s) and Nova Net instructors. Written notification will be provided using the 2008 extracurricular and athletic evaluation tools as approved by the Educational Development Committee. Teachers so relieved of extra responsibility assignments shall have the right to appear before the administrative group with Union representation and fully discuss the merits of the action taken.

A copy of a written evaluation of anyone involved in extra-curricular assignments will be given to the teacher being evaluated on an annual basis. The teacher has the option to discuss the evaluation with the evaluator. A follow-up conference between the teacher, a Union representative, the evaluator and an administrative representative may be held within ten (10) school days, if requested.

- B. Extra-curricular assignments will be on a voluntary basis, provided, however, that as to any teacher employed by the District after July 1, 1982, the administration may, at its discretion, assign any such teacher for the first four years of employment to an extra-curricular duty whenever no other qualified staff member volunteers for such duty. Bargaining unit members who apply for posted positions will be given preference in filling extra curricular assignments.

C. Event Worker Assignments

The employees of Oak Lawn Community High School serve an important role in providing for the safe and efficient operation of the extra-curricular events that are hosted by our school. The school administration will appoint bargaining unit employees to specific job roles when these events take place. If no bargaining unit employee is available for a specific job role, the administration may appoint a non-bargaining unit member. These individuals are compensated as per the current Board-Union Agreement rate (see Article VI, Section 8A). Administrative appointment is based on a combination of factors, such as qualifications and experience in the job role and building seniority. Presented below is a summary of the appointment process for these various extra-curricular event job roles.

1. Definition of Job Role Categories

There are three categories of extra-curricular event job roles. The process used to make the assignments varies slightly among the three categories. Each category is defined below.

a. Non-Athletic Event Supervision

These job roles include chaperoning school dances and other after-school and weekend events that are attended by OLCCHS students, (e.g. Homecoming, Battle of the Bands, etc.). Employees are required to observe student behavior and take action to ensure proper observance of our student conduct code. These appointments are generally made by the Assistant Principal for Student Activities.

b. Regularly Scheduled Athletic Events

These job roles include a variety of positions that are required at the numerous athletic events hosted at Oak Lawn Community High School. Examples of these job roles include the supervision of students and other spectators, (e.g. crowd control, ticket-taker), as well as the game support tasks of the particular athletic event, (e.g. scorekeeper, videographer, announcer, etc). The Athletic Director typically makes these appointments at the start of each season.

c. Unanticipated Scheduled Events

These job roles are often the same job roles utilized at regularly scheduled events. However, due to unexpected changes in scheduling and/or addition

of events, (e.g.: playoff games, rain make-ups, personal emergencies, etc.), seasonal appointments have not been made. These appointments typically need to be made in a shorter time span than usual. Also included in this category are out-of-the-ordinary job roles that may arise from time to time, (e.g. fan bus supervision).

2. Appointment Process

a. Non-Athletic Event Supervision

The administration reserves the right to determine the number of chaperones that will be appointed to all events. Given no changes are made in the number of chaperones needed for an event, employees who have been appointed to a specific event in the past year are given first “rights” to continue chaperoning that event. These workers are given written and/or electronic notice of their right to take on the assignment and provided a deadline for responding to the notice. If any of the previous workers do not take the assignment, an offering (writing and/or electronic) may be made to all bargaining unit employees to take on the assignment. Individuals desiring appointment to the job role will be given a deadline for replying. Selection of these workers is made primarily on the basis of qualifications and experience, with equally-qualified multiple candidates selected according to building seniority.

b. Regularly Scheduled Athletic Events

The administration reserves the right to determine the specific job roles that are required for each athletic event, as well and the number of workers needed for each job role. Given no changes, workers who have been assigned to specific job roles in the past year have first “rights” to continue in that job role. These workers are given written and/or electronic notice of their right to take on the assignment and given a deadline for responding to the notice. If any of the previous workers do not take their former assignment, selection of new workers is made from the pool of bargaining unit members. Selection of these individuals is made primarily on the basis of previous experience and qualifications for the specific job role. Building seniority is used as a secondary factor when more than one equally experienced and qualified individual has applied for the job role.

c. Unanticipated Scheduled Events

Notice of the unexpected athletic event, along with the job roles that need to be filled, is given to all bargaining unit employees. Staff members are

provided a deadline for responding to the request for workers. Individuals who are regularly scheduled to the needed job roles are given first “rights” to the positions. If there are still job roles needing to be filled, the administration may request individuals to take on a different job role to ensure the effective operation of the event. Other workers from the pool of those expressing a desire to take on the job role(s) may be appointed to any open job roles. Selection of these workers is made primarily on previous experience and qualifications for the specific job role. Building seniority is used as a secondary factor when more than one equally experienced and qualified individual has applied for the job role. In the event that not enough employees have expressed an interest in taking on a job role, the administration may attempt to recruit bargaining unit employees to take on needed job roles.

3. Job Expectations, Job Training, Review of Performance

All employees will receive a written statement of what is expected of them if they are appointed to a job role. Reasonable training will also be available to employees on an as-needed basis. The administration will address concerns with the execution of job expectations by an employee promptly and fairly. If an administrator believes that an employee is not abiding by the outlined job expectations, the following process will be followed:

First incident: Verbal notice is provided. Review of the expectations will occur, and specific concerns are identified.

Second incident: Written notice is provided. The content of the verbal notice is memorialized in writing. The specific job expectation that is not met is identified. A remedy is provided.

Third incident: Employee will lose “rights” to the position in future years. Immediate removal from the assignment is at the discretion of the administration. Administrative action is memorialized and employee is notified in writing.

D. Appointments to all assignments will be communicated to the Union President for informational purposes.

18. Classroom Interruptions

Classroom interruptions, whether in person or by other means of communications, will be utilized only in case of emergency or where no other reasonable alternative is possible. Every reasonable effort shall be made so that interruptions other than emergencies will take

place only during the beginning or end of the period.

19. Academic Freedom

- A. Teachers have the right to use learning materials and to structure learning activities within the planned instructional program, as determined by normal administrative procedures, according to their best professional judgment, recognizing their responsibility to intellectual integrity and scholarly objectivity. Academic freedom exercised by a teacher requires that he is cognizant of the maturity of his students and that this be recognized in his instructional presentations. Notification will be made through the Department and/or Division Chairperson to the Superintendent whenever a teacher intends to inject into course coverage units which might be anticipated to be controversial and secure approval for the unit. This obligation to notify and secure approval for the unit shall not be interpreted as a restriction of a teacher's academic freedom.
- B. In the event of adverse criticism by third persons of books, teaching methods or materials used in the District, and petitions for censorship, removal or expurgation of content deemed by a critic or critics to be offensive on moral, political, religious, or other grounds, the procedure shall be as follows:
 - 1. Any criticism of any area of a teacher's performance shall be submitted to the Superintendent in writing and signed by a resident of the School District. A copy of the written criticism without the names and signatures shall be delivered to the teacher involved.
 - 2. The teacher involved shall have an opportunity to select three (3) members of a six (6) member committee, all employed by the District. The administration shall select the remaining members.
 - 3. The committee shall be subject to reporting deadlines as determined by the Board. The committee will review the criticism and will submit its findings in writing to the Superintendent, who shall forward them to the Board and to the teacher involved. If the teacher is requested to appear before the committee, the teacher shall have the right to request Union representation. The teacher shall have the right to make a presentation to the committee if he or she so desires.

20. Parent-Teacher Conferences

- A. The entire teaching staff shall be required to attend Parent-Teacher Conferences.
- B. The administration and union officers when planning the calendar for the following

school year shall determine Parent-Teacher Conference date(s).

21. Whenever a teacher determines that the classroom conduct of a student may create a safety hazard for himself or other students enrolled in the class, the teacher shall act as follows:
 - A. The teacher shall notify the appropriate student's dean by means of a written statement identifying the hazard created by the student's conduct.
 - B. The dean shall promptly investigate the matter and confer with the teacher and other appropriate members of the staff to verify the basis of the hazardous claim. The dean shall communicate his decision to the teacher.

22. Teacher Reduction in Force (RIF)
 - A. If the total school enrollment decreases, reasonable effort will be made by the Board to reduce average class sizes for optimal educational benefits for the students.
 - B. If the reduction in personnel results from the decision of the Board to reduce the number of teachers employed by the District or to discontinue some particular type of teaching service for any reason, written notice shall be given to the teacher in accordance with the School Code.
 - C. Before the Board makes any reductions in personnel included in the bargaining unit, it shall advise the Union regarding such reductions and, upon request of the Union, provide routinely prepared and currently available pertinent data. Before taking action, the Union shall be given the opportunity to meet with the Board or a committee of the Board, and express its views and recommendations on the matter.
 - D. When such reductions in personnel are required among tenured teachers, the administration shall attempt same by attrition.
 - E. A copy of registration information including sectioning, open and closed courses, staff needs and any other relevant information shall be furnished to the Union, and this information will be discussed with the Union upon request.
 - F. Reduction in personnel under this Section 23 shall be in the following sequence:
 1. The Board shall first remove or dismiss all teachers within the District who have not entered upon contractual continued service before removing or dismissing any teacher within the District who has entered upon contractual continued service and who is legally qualified to hold a position currently held by a teacher who has not entered upon contractual continued service.

2. Removal or dismissal of teachers who have entered upon contractual continued service under this section shall be according to the following method:
 - a. As between tenured teachers with five or fewer years of experience in the District, reductions will be made based upon a determination of qualifications to fill available positions including ability, skill and efficiency in prior teaching performance, experience and academic training in subject areas to be taught, and the needs of the District.
 - b. As among tenured teachers with more than five years of experience in the District, if the number of such teachers in a given department is to be reduced, the teacher with the least continuous service in that department within the District shall be dismissed or removed first. This will occur provided there are other teachers in that department with more contractual continued service who are legally qualified to fill the remaining position in that department. If that is not the case, the next least tenured teacher in the department will be removed or dismissed.
 - c. A teacher who is removed/dismissed from one department is able to "bump" into another department in which he/she is legally qualified to teach provided that the teacher has more continuous service in the District than the least tenured teacher in that department whose position he is legally qualified to fill and provided that he/she has taught as a regular classroom teacher during the regular school day in that department in this School District or has taught in that department in this school for five or more summers.
 - d. If a teacher does "bump" into a given department in which he/she has not taught during the past five (5) school terms, or if he/she has not taken six (6) semester hours or more in the past five (5) school years, he/she must show proof of enrollment for six (6) semester hours of college credit approved by the Superintendent prior to the following September 1st. Failure to meet this requirement will result in being "frozen" at one's existing salary until such hours are earned. Further, if the teacher does not actually earn the hours for which he/she has enrolled, the teacher's salary shall be retroactively reduced to that of the aforesaid last preceding school term.
- G. A tenured teacher who is removed/dismissed and is unable to "bump" into any other department is available for recall in accordance with the School Code. In the event that more than one teacher is eligible for recall, the recall shall occur in the reverse

order of the RIF. If a teacher is recalled to a department in which he/she has not taught in the last three (3) school years, he/she must meet the six (6) semester hour requirement as described in F. 2. d. above. Recalled teachers shall retain their contractual continued service. Non-tenured teachers who have been removed/dismissed have no right of recall under this contract. A RIF'd teacher who is offered a position on recall, but who refuses to accept the offered position within ten days of the tender, waives all right to any further recall.

- H. Notwithstanding any of the foregoing provisions of this Section 23, all administrative employees may, at the Board's option, receive seniority credit for each full school term of service in the District. Such seniority credit may apply to any department in which the administrator is legally qualified to teach.
- I. When the seniority (as defined in Section 24.A below) of two or more employees is equal, the decision as to which employee is to be dismissed shall be made by the Board in its sole discretion.
- J. Each tenured teacher who is honorably dismissed as a result of a reduction-in-force shall be entitled to participate in a Board-sponsored and approved RIF Assistance Program. Prior to approving the program that will be recommended to the Board, the Administration will meet with the Union representatives to discuss the program that will be recommended. Teachers shall be eligible to participate only one time.

23. Seniority Definition

- A. District seniority shall be the number of school terms as a full-time certified employee in the District exclusive of summer school or night school seniority. An employee who begins full-time employment in the District prior to January 1, of any school term shall be entitled to a full year of seniority credit for that school term. An employee who begins full-time employment after January 1, of any school term shall be entitled to ½ year of seniority credit for that school term.
- B. During the month of October, the administration shall distribute a seniority list to each member of the certified staff. This list shall contain the names and employment dates of all certified employees, including certified employees on approved leave, in order of seniority.
- C. For two or more teachers who begin work on the same date, the date of the Board's approval of their employment shall establish seniority order. For two or more teachers who are approved by the Board on the same date, the Superintendent shall hold a lottery of those teachers to determine seniority order.

24. Reduction in Force: Support Staff

- A. Seniority of support staff shall be determined as the length of time of continuous employment effective with the date of last hire. A seniority list will be compiled listing each regularly employed classified employee showing his/her date of hire and years of service. An employee who transfers from one category to another without a break in service shall commence to earn seniority in the new category as of the date of the transfer and shall retain and continue to earn seniority in the category from which he/she was transferred. Seniority lists will be compiled for the following categories:

Part-time Clerical
Part-time Custodial
Para-professionals
Teachers Assistants
Administrative Assistants
10 Month Secretaries
Nurse/Part-time - Health Aide
Maintenance
Custodians
Student Service Coordinator
Technology Assistants/Specialist
Media Center Technical Assistants

When the length of service in the system is equal, date of appointment shall be the determining factor. Conflicts of seniority among individuals within a classification with the same starting dates of service in the district shall be resolved by earlier dates of part-time employment in the district. If there is still a tie, it shall be broken by lot.

- B. All full-time employees shall have seniority equal to length of service as measured in full years, irrespective of working ten (10) or twelve (12) months.
- C. Any employee granted a Board approved unpaid leave will not lose any accrued seniority, accrued sick leave days, or accrued vacation time when on leave. Additional seniority, sick days and vacation time are not accrued when on such approved leave.
- D. Should the Board of Education determine that a reduction-in-force within a category is to occur, it shall be accomplished by the lay-off of the classified employee or employees from the category based on seniority. If the more senior employee is in the judgment of management not qualified to hold the position held by the less senior employee in their category, the more senior employee shall be allowed 30 days to

obtain the necessary instruction in order to be qualified. If the laid off employee is in the judgment of management qualified for a position in another category held by a less senior employee, the laid off employee will be able to bump the less senior person. All employees who believe that they are qualified to hold a position in another category must submit a statement to the Superintendent setting forth the positions they believe they are qualified to fill. The statement will be considered but the decision as to whether an employee is qualified or will be qualified after the proper instruction remains within the discretion of management. Probationary employees within a category shall be dismissed first and may be removed in any order. Part-time employees may be laid off with written notice given no less than 60 days prior to the effective date of the lay off. A full-time employee who is to be laid off shall be given written notice at least 60 days prior to the end of the school term.

- E. Subsequent to the lay off of any employee, if the Board has any vacancies for the following school term or within one calendar year from the beginning of the following school term, the positions thereby becoming available from within a specific category of position shall be tendered to the laid off employees from such category so far as they are qualified or will be qualified after the proper instruction to hold such positions. Employees shall be recalled in the reverse order of that in which they were laid off. Notice of recall shall be mailed to the last known address of the employee by certified mail, return receipt requested. The employee must accept a recall within 15 days of the date of the notice. Failure to accept the recall shall cause the employee to forfeit any further right to recall.
- F. When an employee who has been laid off is recalled within one calendar year from the beginning of the following school term shall lose no accrued seniority, accrued sick leave days, or accrued vacation time during the lay off period. Additional seniority, sick days, and vacation time are not accrued when an employee is on such lay off.

25. Curriculum Committee

The Curriculum Committee shall be composed of four (4) representatives appointed by the Union (one of which will be a counselor), and four (4) representatives to be designated by the administration.

26. Full-time Basis Substitute

- A. Full-time basis substitutes (F.T.B.'S) shall be non-renewed by the Board on an annual basis in accordance with the Illinois School Code §105 ILCS 5/24-11, presently stated as not less than 45 days prior to the end of the school year.
- B. A tenured teacher who has been RIF'd and rehired as a full-time basis substitute shall

continue to accrue District seniority.

27. Work-Year for Support Staff

Work-Year is defined as the 12-month period beginning July 1 and ending June 30 of the following year. The number of workdays per year shall be assigned each year to regularly employed full time employees who are not 12-month employees. These employees shall receive notice each year by July 1, of the earliest date by which they may be required to report to work and the anticipated last day of work for the work-year. It is understood that the last day of work for an employee's work-year may be changed based upon the needs of the District.

28. Hours of Work and Overtime/Extra time for Support Staff

- A. Overtime is any hours of actual work beyond eight (8) in a day or forty (40) in a workweek. Employees shall be paid one and one-half (1-1/2) times their regular straight time hourly rate for all hours of overtime. Extra time is any hours of actual work beyond the employees regularly scheduled hours up to, but not exceeding eight (8) hours in a day or forty (40) hours in a workweek. Employees shall be paid their regular straight time hourly rate of pay for all hours of extra time. It is recognized that it may be necessary for employees to work overtime so that the school can function in the most efficient manner. Overtime/extra time may be assigned and all overtime/extra time must be approved in advance by the Superintendent or designee. No employee is entitled to overtime or extra time. Selection of an employee for overtime/extra time shall be first by the holder of the position and then on a rotational basis the most senior to be offered the overtime first. Overtime/extra time pay immediately before or immediately after a regular shift shall be no less than one-half hour. Overtime/extra time performed at a time other than immediately before or immediately after a regular shift shall be paid for no less than two hours. It will be first offered, with seniority, to full-time employees, then to part-time employees. There will be a posted overtime/extra time list. Employees upon turning in their overtime/extra time sheets shall indicate whether the remuneration for the overtime/extra time shall be monetary or used as compensation time. No more than two (2) days of compensation time may be accrued in a school year. All accrued compensation time must be used in the school year in which it was earned.
- B. The regular starting and quitting time shall be established from time to time by the Superintendent or designee in accord with the needs of the school. An employee's regular hours of work within a work year shall not be reduced during a work year. Any reduction in an employee's regular yearly hours shall be made only by written notice given no less than 60 days prior to July 1 of the year of the reduction. The following is the normal workday and regular work year for support staff employees;

1. **MAINTENANCE AND CUSTODIAN.** The normal work day for full time maintenance and custodial employees shall consist of 8 work hours with an additional 30-minute unpaid duty free lunch period. They shall be entitled to two (2) scheduled fifteen (15) minute breaks within the work day. The regular work year for full time maintenance and custodial employees shall consist of 260 workdays including paid holidays and vacation.
2. **ADMINISTRATIVE ASSISTANTS.** The normal workday of full time twelve-month Administrative Assistants shall consist of 8 work hours with an additional 30-minute unpaid duty free lunch period. They shall be entitled to two (2) scheduled fifteen (15) minute breaks within the workday. Annually, before the start of each school term, they may elect to combine one of their two fifteen (15) minute breaks with the lunch break for that school year. The regular work year for full time 12 month secretaries shall consist of 245 work days including paid holidays and vacation.
3. **TEN MONTH SECRETARIES.** The normal workday of full time ten-month secretaries shall consist of 8 work hours with an additional 30-minute unpaid duty free lunch period. They shall be entitled to two (2) scheduled fifteen (15) minute breaks within the workday. Annually, before the start of each school term, they may elect to combine one of their two fifteen (15) minute breaks with the lunch break for that school year. The regular work year for full time ten-month secretaries shall consist of between 185 and 190 workdays plus paid holidays. Every ten-month secretary shall be notified of their work calendar for the next school year before they leave for the summer. Time worked on a day that was not previously scheduled must be mutually agreed upon by both the supervisor and employee and will be compensated at the employee's hourly rate.
4. **TEACHER ASSISTANTS.** The normal workday for full time teacher assistants shall consist of 7 to 8 work hours with an additional 30-minute unpaid duty free lunch period. Each teacher assistant will receive a 15-minute break each day to be scheduled with the agreement of the cooperating teacher and the department/division chair. Each teacher assistant will also receive 15 minutes in order to confer with teachers concerning lesson plans. Institute days will be made available to teacher assistants. The regular work year for teacher assistants shall be 181 workdays per year plus paid holidays.
5. **PARA-PROFESSIONALS.** The normal workday for para-professionals shall consist of 5 work hours. They shall be entitled to one scheduled 25-minute break. The regular work year for para-professionals shall consist of between 174 and 180 workdays per year plus paid holidays.

6. MEDIA CENTER TECHNICAL ASSISTANTS. The normal workday for technical assistants shall consist of 5 work hours. They shall be entitled to one scheduled 15-minute break. The regular work year for technical assistants shall consist of between 174 and 180 workdays per year plus paid holidays.

7. TECHNOLOGY ASSISTANTS/SPECIALIST. The normal workday for full time technology assistants/specialist shall consist of 8 work hours with an additional 30-minute unpaid duty free lunch period. They shall be entitled to two scheduled 15-minute break periods. Annually, before the start of each school term, they may elect to combine one of their two fifteen (15) minute breaks with the lunch break for that school year. The regular work year for full time technology assistant/specialist shall consist of 260 workdays including paid holidays and vacation.

C. On the days when employees are working at SAC field during lunch time, those employees shall be allowed to use an additional 15 minutes of their paid time for lunch.

ARTICLE III

GRIEVANCE PROCEDURE

1. Definition

A grievance shall mean a complaint that there has been an alleged violation, misinterpretation, or misapplication of any provision of this Agreement.

2. Statement of Basic Principles

- A. Every employee or group of employees shall have the right to present grievances in accordance with this procedure.
- B. All discussions shall be kept confidential during procedural stages of a grievance.
- C. An employee who participates in these grievance procedures shall not be subject to discipline or reprisal because of such participation.
- D. The administration has the responsibility to consider and take action promptly, within the authority delegated to them, on grievances presented to them.
- E. The failure of an employee of the Union to act within the time limits will act as a bar to any further appeal, and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.
- F. When an employee chooses to be represented in the grievance procedure by other than a Union designee, such representative may not be an official or employee of any organization other than the American Federation of Teachers.
- G. The teacher (or the representative of teachers in a group grievance) shall be present at any grievance discussion when the administration and/or the Union deems it necessary. When the presence of a teacher at a grievance hearing is requested by either party, illness or other incapacity of the teacher shall be grounds for any necessary extension of grievance procedure time limits.
- H. In any instance where the Union is not represented in the grievance procedure, the Union will be notified of the disposition of the grievance at each formal step of the procedures. No disposition of any grievances shall be in conflict with any of the terms or conditions of this Agreement. Any final disposition of a grievance alleged by the Union to be in conflict with this Agreement shall be grievable by the Union, starting at the Superintendent level.

- I. 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 personnel involved. When such hearings and conferences are held during school hours, all employees whose presence is required shall be excused with pay for that purpose.
- J. By mutual agreement lower steps in the grievance procedure may be by-passed.

3. Procedure

- A. **First Step:** An attempt shall be made to resolve any complaint by means of an informal, verbal discussion between the complainant and the immediately involved administrator. This discussion, after the event giving rise to the grievance, between the involved parties shall complete this step.
- B. **Second Step:** If the grievance cannot be resolved informally, the aggrieved employee or the representative of the aggrieved employee shall file the grievance in writing. At a mutually agreeable time, the aggrieved employee and the Union representative, if desired, shall discuss the matter with the Principal or Assistant Superintendent when applicable and the immediately involved administrator with the objective of resolving the matter. The filing of the grievance at the second step must be twenty-five (25) school days from the date a reasonably alert person would be aware of the event giving rise to the grievance. The Principal or Assistant Superintendent shall make a decision and communicate it in writing to the employee within ten (10) school days of the filing of the grievance.
- C. **Third Step:** In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved employee, or the representative of the aggrieved employee, shall file within seven (7) school days of the Principal's or Assistant Superintendent's written decision or answer at the second step an appeal to the Superintendent of District 229 (Hereinafter referred to as the Superintendent). Within seven (7) school days after such written grievance is filed, the aggrieved, the representative of the aggrieved, the immediately involved administrator, and the Superintendent or his designee shall meet to resolve the grievance. The Superintendent or his designee shall file and answer within seven (7) school days of the third step grievance meeting and communicate it in writing to the employee, the immediately involved administrator, and the Union.
- D. **Fourth Step: Appeal to the Board.** In the event a grievance has not been satisfactorily resolved at the third step, the aggrieved employee, or the representative of the aggrieved employee, shall file within forty-five (45) days of the Superintendent's written decision or answer at the third step and appeal to the Board of Education.

The aggrieved and/or the grievance committee will present an oral and written statement of position to the Board of Education. It will be the intent of the Board to consider such grievance, whenever practicable, at the regularly scheduled meeting next following submission of the grievance to the Board level. In no event, however, will such grievance be considered later than the second regularly scheduled meeting following submission. Upon request, the Board will consider whether to hold an oral hearing on the grievance.

- E. **Fifth Step: Binding Arbitration.** If the grievance is not resolved satisfactorily to the Union within five (5) days after consideration by the Board, there shall be available a fifth step of impartial arbitration. The Union may submit in writing a request to enter into such arbitration. The arbitration proceeding shall be conducted by an Arbitrator to be selected by the two parties 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 of seven (7) arbitrators. Each of the two parties will alternately strike one name at a time from the panel until only one shall remain. The remaining name shall be the Arbitrator. The decision of the Arbitrator shall be binding.
- F. **Payment of Expenses.** Expenses for the Arbitrator's services and the expenses, which are common to both parties to the arbitration, shall be borne equally by the Board and the Union. Each party to an arbitration proceeding shall be responsible for compensating its own representatives and witnesses.
- G. **Role of Arbitrator.** In his opinion, the Arbitrator shall not amend, modify, nullify, ignore, or add to the provisions of this Agreement. His authority will be strictly limited to deciding only the issue or issues presented to him in writing by the School Board and the Union, and his decision must be based solely upon his interpretation of the meaning or application of the express relevant language of the Agreement.
- H. **In the event that a grievance arises or goes forth during the summer recess, then all time restrictions set forth in this Section 3 of Article III shall be interpreted to mean weekdays, Monday through Friday, when the school office is open.**

ARTICLE IV

EDUCATIONAL DEVELOPMENT COMMITTEE

1. Committee Organizations, Operation and Role
 - A. The Union and the Board agree that an Educational Development Committee shall be established.
 - B. The Committee shall consist of eight (8) members four (4) appointed by the Union and four (4) appointed by the Board. Both parties may utilize additional resource personnel and alternates as appropriate.
 - C. The Committee shall establish its own time of meetings and rules of procedures, provided, however, that meetings of the Committee shall be held so as not to interfere in any way with any teachers regularly scheduled school day.
 - D. The Educational Development Committee shall discuss and consider professional matters relating to improvements of the educational program.
 - E. The Board shall seek, whenever practical, EDC judgment on Board plans or proposals relating to the improvement of the education programs in Oak Lawn Community High School. The Board shall also receive and act on plans and proposals originated by the EDC.
 - F. This Committee shall be authorized to establish sub-committees and appoint members to such committees as it deems necessary.
 - G. In any reports or recommendations from EDC to the Board, minority or differing views of individuals or groups on the Committee may be made known.

2. Study Projects
 - A. Structuring of the School Day - The Committee may study the aspects, implications, and effects of the daily class schedule as it affects the staff, the student body, and the community. The class schedule for the next school year should be determined by the end of January.
 - B. Non-college bound students - The Committee may study and evaluate the existing programs for the non-college bound student. The Committee may then recommend alteration in the present program or recommend that a new program be instituted.

- C. Educational Innovation - The Committee may study the areas of team teaching, machine teaching, seminar programs, simulation programs, joint programs with the area colleges and universities, or any other innovation which may result in creative, efficient and/or educationally desirable goals.
 - D. Tracking - The Committee may study and evaluate the existing criteria, methods, and effects of ability grouping students.
 - E. Federal Programs - The Committee may investigate the available educational resources offered through federal programs. The Committee may then try to determine how District 229 may more advantageously participate in Federal Programs.
 - F. Work Study - The Committee may study and evaluate the existing work-study programs and make recommendations for the improvement of the program, if study indicates such changes are desirable.
 - G. Student-Rights - The Committee may review with students, parents and other interested parties the rights and privileges of students as they operate within the Oak Lawn Community High School.
 - H. Basic Classes - The Committee may study and evaluate the effects of the existing basic classes on participating students. The Committee may then recommend experimental programs dealing with alternative methods of teaching the basic student.
 - I. The Committee may study and develop criteria for the evaluation of teachers and make recommendations concerning same as it deems appropriate.
 - J. Permanent Records - The Committee shall keep records of its studies and evaluations. These shall be available for perusal by members of the faculty, administration, and the Board.
3. Notwithstanding the obligation contained in this article, it is understood that the Board and the Administration retain their rights to engage in discussion of such matters with any professional employees in the District at any time and place acceptable to the teachers involved.

ARTICLE V

EVALUATION AND PERSONAL RECORDS

1. Statement of Principles

The primary purpose of classroom evaluation of teachers shall be the improvement of instruction in District 229.

2. Evaluation

A. Teachers

1. At the start of the school year in the teacher's year of evaluation, each tenured and qualified non-tenured teacher, upon mutual agreement with the administration, shall select either the 2004 Formative Evaluation Plan or the 2004 Professional Growth Plan as established pursuant to Article 24A of the School Code.
2. For teachers participating in the "formative" evaluation instrument (that instrument adopted in 2004), the following procedures will be in effect:
 - a. No evaluation of a teacher shall be presented to the Board of Education until the administrative evaluators have carried out regular visitations and conferred with the teacher as noted below.
 - b. Prior to the first formal-visitation of a teacher, evaluators will notify said teacher that visitations will be held within the next ten school days.
 - c. Presentation to the Board of Education for tenure purposes or any other reason directly involving the teacher or his welfare, shall consist of a series of visitations by at least two different evaluators.
 - d. The teacher and the evaluator will carry out the steps of the evaluation process and will abide by designated timelines as prescribed in the 2004 Evaluation Plan. Reasonable assistance through consultation and recommendation will be given in an attempt to aid the teacher in correcting any deficiencies identified. Reasonable effort will be made by the evaluators to note observed corrected deficiencies in subsequent evaluations within the current annual evaluation period. Both the evaluator and the teacher shall have the right to attach comments to any evaluation report. A follow-up conference between the teacher, a Union representative and the evaluator may be held within ten (10) school days if requested.

- e. After the evaluation conference all evaluators shall discuss the final formal written evaluation so that all points of view will be reflected. The teacher shall receive a copy of all evaluation documents included in the 2004 Evaluation Plan. At the teacher's option, the teacher may appear before the evaluators, with Union representation if requested, to discuss the final evaluation report within ten (10) school days after receipt of the final formal evaluation report.
- f. Before parental observations or accusations may be given weight in evaluation of a teacher, the name or names of the citizens involved must be made available to the teacher and the Board, and if the teacher chooses, a meeting with the citizen and the Board will be arranged. At such meeting the teacher may have Union representation. Unless the above conditions have been met, the remarks or accusations of non-school personnel shall have no weight in the final written evaluation, shall be considered to be invalid, and shall not be made a part of the teacher's record.
- g. No teacher shall be refused tenure status or advancement unless the above evaluation procedure has been followed with the exception of time limit violations. The evaluation form shall contain a statement confirming that the evaluation procedure has been in accordance with the time limit restrictions as established by the Board/Union agreement. The evaluation forms shall have a place to note the date of notification (where applicable), date of evaluation, and the date of the conference with the teacher and evaluator.
- h. Nothing in this article shall preclude the right of the administration to visit classrooms unannounced for purposes of observation leading to the improvement of instruction and/or maintenance of existing standards.
- i. All monitoring and observations of the work performed by the teacher will be conducted openly and with full knowledge of the teacher.
- j. Reasonable effort shall be made to avoid more than one evaluator observing the same teacher on the same day.
- k. The formal classroom evaluation will be based upon the performance of the teacher's duties for the District as outlined in the 2004 Evaluation Plan Core Expectations as observed by the Administration.
- l. If a teacher receives an evaluation, which is inconsistent with his other evaluations during the current evaluation period, the teacher may appeal in writing to the Superintendent to be re-evaluated or evaluated by a different evaluator. A conference between the teacher, a Union representative, and the Superintendent shall be held within five (5) school days after the written appeal is filed to discuss the teacher's appeal.

B. Support Staff

1. The evaluation of the employee's performance is a continuous process. Each employee will have a formal written evaluation at least once every year for their first three years of employment in their position. After the third year of employment in a position, the employee will be evaluated every other year. The evaluation shall identify employee strengths and weaknesses and it may contain suggestions for improvement. Supervisors shall endeavor to provide an employee with reasonable advice and assistance to help the employee to correct identified deficiencies in the employee's work performance.
2. After each formal written evaluation, the evaluator will meet with the employee to discuss the evaluation. All copies of the written evaluation will be signed and dated by the employee indicating said evaluation have been discussed but not necessarily agreed to. A copy of the evaluation will be put in the employee's personnel file.
3. No derogatory information shall be added to an employee's personnel folder without prior written notification to the employee.

3. Personal Records

- A. Upon request, each employee, together with a Union representative, if desired, shall have the right to review the contents of his personal official file maintained at the administrative office.
- B. Privileged information (confidential credentials and related personal references sought at the time of employment) are specifically exempt from such review. All communications, including evaluations, directed toward the employee which are included in his official personal file shall be called to the employee's attention.
- C. All employees' records shall be maintained under the following circumstances:
 1. Only one official file shall be kept for each employee.
 2. Each employee shall have the right to insert material relevant to his service in the school or his qualifications in general.
 3. Neither an employee's file nor any of its contents shall be copied or made known to anyone without his permission during or after his service in the District -- provided, however, such file will be available when needed by the Board, the Superintendent or the Principal, or as may be required under State Law, or by any court or under a hearing agency order of subpoena. Other administrators shall be allowed to review employee transcripts as needed.
 4. The employee shall have the right to attach dissenting material to any item in his file.
 5. No employee or school official or officer shall permanently remove any material from the official employee's personnel file without notification to and acquiescence by both

employee and school official.

6. Reasonable requests by employees for single copies of materials in their official file, except privileged information, will be honored by the administration.

D. Recognition Reports (Certificated Staff)

1. A recognition report shall be defined as any written document or communication written by an administrator, other than the classroom visitation form, which is intended for placement in a teacher's official file.
2. Recognition reports will be based on factual data and shall be relevant to a teacher's performance of his professional duties.
3. Every effort shall be made to issue positive recognition reports rather than a disproportionate concentration of negative reports.
4. Recognition reports shall be written but shall not be filed until the teacher has had an opportunity to request and receive a conference with the administrator to discuss the final recognition report so that both points of view will be reflected. Upon receipt of a copy of the proposed recognition report, the teacher will have five (5) school days within which to request a conference, which conference, if requested, will be held within ten (10) school days of the teacher's request. The teacher shall receive a copy of the final recognition report.
5. All conferences arising out of the issuance of recognition reports will include a Union representative if so desired by the teacher. If a Union representative is requested, the administrator involved may, if he/she so desires, request the Principal to participate in the conference.

ARTICLE VI

ECONOMIC REMUNERATION

1. Travel Allowances

- A. Expenses for travel by automobile shall be reimbursed at the government (IRS) rate in effect as of the July 1 preceding each school year for mileage required on school business from the school to the destination for the school conference or activity and return to the school.
- B. Expenses for meals and lodging shall be defrayed at actual cost. Receipts for meals and lodging expenditures must be attached to the employee's itemized list of expenses.
- C. Approval of travel arrangements and advancement of funds, if any, shall be made by the Business Office.
- D. Each department shall be provided with a budget to reimburse teachers the cost of attending approved professional meetings and conferences.

2. Internal Substitution

Internal substitution shall be paid at the rate \$37.00 per class period during 2008-2009. The rate of pay will increase by one dollar per class period per year for the duration of the contract.

3. Tutoring

- A. All tutoring by certified personnel shall be at the rate of \$37.00 per clock hour during 2008-2009. The rate of pay will increase by one dollar per clock hour per year for the duration of the contract.
- B. All tutoring positions will be offered first to said student's classroom teachers.

4. Summer School - Curriculum Workshops

- A. Summer school teaching shall be paid per clock hour at the rate of \$40.00 during 2008-2009. The rate of pay will increase by one dollar per clock hour per year for the duration of the contract.
- B. Board-approved curriculum workshops will be paid at the rate of 46.00 per hour during 2008-2009 school term. The rate of pay will increase by one dollar per hour per year for the duration of the contract.

5. Insurance

- A. The Board shall contribute the following percentage amounts per contract year (September 1 - August 31) toward the premium for medical and dental programs or insurance:

Only regularly employed full-time employees are eligible for a Board contribution toward health insurance. Regularly employed full-time employees are defined as teachers employed for a full school term with no less than 3/5's assignment, and 10 to 12 month non-certificated employees regularly assigned to work 30 hours or more per work week.

1. For those selecting single coverage, 94% of the premium cost in 2008-2009, 93% of the premium cost in 2009-2010, 92% of the premium cost in 2010-2011, 91% of the premium cost in 2011-2012, and 90% of the premium cost in 2012-2013.
2. For those selecting dependent coverage, 80% of the total premium cost.

Unless otherwise agreed, major medical shall be \$2,000,000.00. Mental Illness and Substance Rehabilitation Treatment and nervous disorder maximum will be \$50,000.00 lifetime, per plan. The deductible shall be a \$200.00 per person (two deductibles maximum per family), 12-month family deductible. The insurance plan shall include well-child care to age 16. The dental plan will have orthodontia coverage, a \$100.00 per person (two deductibles maximum per family), 12-month family deductible and the maximum benefit shall be \$2,000.00 per family member per year. The Board will provide periodic dental examinations not to exceed two such examinations per year in accordance with the insurance plan.

- B. IMRF employees retiring, shall be allowed to continue as members of the District's group hospitalization plan at their own expense pursuant to Public Act 86-1444.
- C. All honorably dismissed certified, regularly employed teachers shall receive insurance benefits until August 31 of the year in which their employment terminates. All other 10-month employees who are dismissed due to lay-off effective at the end of a school term shall continue to receive insurance benefits until August 31 of the year their employment terminates.
- D. The Board shall have the right to select and change the insurance carrier or to provide insurance through a self-insurance plan. Notwithstanding any change of carrier or plan, the levels of insurance benefits are to remain substantially the same. No change will be made without the prior agreement of the Union -- provided, however, that the Union shall not reasonably withhold its agreement if the coverage is substantially equal.
- E. The Board will take such action as is necessary to allow for the payment of employee contributions toward health insurance to be made by salary reductions so that those contributions may be exempt from federal income tax so long as such is permitted by applicable law. Nothing set forth in this section shall create any liability on the part of the Board to pay any sum to any employee beyond the regular salary set forth in the salary guide.

F. The Board and Union shall establish an insurance committee that will be facilitated by the Assistant Superintendent for Business and made up of the Assistant Superintendent for Business, a teacher, a support staff member, and an administrator or exempt employee. Between the teacher and the support staff member, one shall have single coverage only and the other shall have dependent coverage. Between the Assistant Superintendent for Business and the administrator or exempt employee, one shall have single coverage only and the other shall have dependent coverage. The purpose of the committee is to review the policy provisions, costs, coverages, and program structure and to report their findings to the Board of Education and the Oak Lawn Teachers Union.

6. Teacher Payment Schedule

Teacher salaries will be paid in 26 equal payments.

7. Date of Salary Payments

Teachers shall receive salary payments issued every second Friday after the first day of classes in September. In the event that school is not in session for payday, checks will be issued on the last day of school before the Friday payday.

8. Non-Sponsorship Supervisory Assignments

A. Employees shall be paid for supervisory and ticket-taking assignments at home athletic events at the rate of \$96 per session.

B. Employees shall be paid for supervisory assignments at dances and family night in the same manner as is A. above.

9. Counselor pay

A. All counselors and work coordinators shall be paid for each day of work assigned beyond the regular school term at a per diem rate (1/186) based upon his/her regular salary or the regular salary for the MA + 30 lane, step 8 whichever is less. All counselors shall be paid at the hourly summer curriculum workshop rate for working the designated evening registration and/or evening seminars mandatory in nature.

10. Extra Curricular

The increment paid to employees for extra-curricular assignments shall be the compensation for all activities and all time necessary to fulfill the requirements of the assignment.

11. Availability of Financial Data

The Union shall be furnished, on request, all regular and routinely prepared information concerning the financial condition of the school including annual financial statements, adopted budgets and other financial reports which may be compiled and issued from time to time. In addition, the Board and the administration will grant reasonable requests for available statistics and other information relevant to

negotiations or the basis of a grievance.

12. Lateral Movement on Salary Schedule

Lateral movement on the salary schedule shall be effective at the beginning of each semester upon submission of evidence that the teacher has completed the requirements for the higher salary lane. Teachers must submit to the Superintendent a request to change lanes no later than two weeks prior to the start of the semester in which the change takes effect.

13. Judging Forensics, Mathletes, and Scholastic Bowl

Each teacher judging forensics and mathlete contests and/or moderating Scholastic Bowl events shall be compensated at the same rate of pay as listed in Article VI.8.A. Non-sponsorship Supervisory Assignments.

14. Full-Time Basis Substitutes, Part-Time Teachers & Internal Alternative Program Monitor

A. Full time substitutes are defined as substitutes with whom an administratively issued arrangement has been reached for the number of days as allowed by Illinois School Code, or up to a maximum of 120 days of day- to-day substitute teaching in a given school year. The daily rate of pay is \$230 for the 2008-2009 school year. The rate of pay will increase by five dollars per day per year for the duration of the contract.

They shall be entitled to sick leave and personal whole days in proportion to the ratio allotted to full time teachers, and they shall receive the same medical and dental benefits afforded regular teachers. Unused personal or sick leave shall accumulate to a maximum allowable sick leave as allowed by TRS.

B. Daily substitute teachers excluded, part-time teachers defined as teachers employed with at least a 3/5 (60%) teaching assignment but less than a full teaching assignment, shall be entitled to all regular fringe benefits and shall receive a salary commensurate with a proration of a wage consistent with appropriate salary schedule placement.

C. Internal Alternative Program Room Monitors are defined as certified persons employed for a school year to supervise the Internal Alternative Program Room for a school day.

No such employee shall be required to teach a regular academic subject, grade papers or tests, or make lesson plans. These employees shall receive a daily rate of pay of \$250. The rate of pay will increase by five dollars per day per year for the duration of the contract. They shall be entitled to sick leave and personal whole days in proportion to the ratio allotted to full time teachers, and they shall receive the same medical and dental benefits afforded regular teachers.

An Internal Alternative Program Room Monitor shall be entitled to a 30-minute scheduled lunch plus two 15 minute scheduled breaks.

D. When an F.T.B. takes over for a teacher's 5 ½ period scheduled classload on an extended absence, the F.T.B.'s salary will, after the 15th consecutive school day, reflect the 1st step of the regular salary schedule (appropriate lane) on a per-diem basis for the duration of the take

over. Such salary shall be retroactive to the first day of the said 15 consecutive school days of the take over. Sixth (6th) assignments will receive 1/6th additional payment.

- E. The Board shall pick up and pay to the Illinois Teacher Retirement System (TRS), on behalf of each full-time-basis substitute and on behalf of each Internal Alternative Program Room Monitor, 9.4% of their respective salaries as shown in Article VI, Section 15 of this Agreement, said pick-up and payment for the purpose of the Board's assuming a portion of the Internal Alternative Program Monitor's and F.T.B.'s required contributions to the TRS. The Board's pick up and payment to TRS is included in the salary amounts received by Internal Alternative Program Monitors and F.T.B.'s pursuant to Article VI, Section 15; and the salaries received and shown in Section 15 represent the combination of all regular salary, benefits payable, and all amounts picked up and paid to the TRS by the Board. The Board shall not be required by this Section to pick up and pay any amounts to TRS in excess of 9.4% of the salaries received by the Internal Alternative Program Monitor or F.T.B.'s in accordance with Article VI, Section 15 of this Agreement. Although designated by the Illinois Pension Code as teacher contributions, the amounts herein required to be picked up by the Board are being paid by the Board in lieu of contributions by the employee.

15. Teacher Retirement

- A. The Board shall pick up and pay to the Illinois Teacher Retirement System (TRS), on behalf of each teacher, 9.4% of the appropriate salary shown on the salary schedule attached to this Agreement. Said pick-up and payment shall be for the purpose of the Board's assuming a portion of each teacher's required contributions to the TRS except contributions for survivors' benefits. The Board's pick-up and payment to the TRS shall be included in the appropriate amounts shown on the salary schedule. Such amount shall represent the combination of all regular salary benefits payable to each teacher and all amounts picked up and paid to the TRS by the Board. The Board shall not be required by this Section or otherwise to pick up and pay any additional amounts to the TRS.
- B. It is hereby agreed that the Union shall hold the Board harmless and indemnify the Board against all liabilities, loss and expense of whatever nature arising out of the Board's agreement to make payments on behalf of each teacher to the Illinois Teacher Retirement System. It is further agreed that the Board may deduct from each teacher's paychecks on a pro rata and otherwise reasonable basis any amounts, including penalties, which the Board is obligated to pay as a result of the improper or incorrect withholding of income of other taxes or contributions to the Illinois Teacher Retirement System, or the improper or incorrect reporting hereof, arising out of the Board's agreement to make payments on behalf of each teacher to the Illinois Teacher Retirement System.

16. Early Retirement

Teachers who wish to retire early under the applicable provisions of the Illinois Pension Act, as amended by H.B. 375, and who have served in the District for twenty (20) or more years and are between the age of 55 and the age of 60 may apply for early retirement pursuant to applicable law, Board policy, resolution, rules and regulations. Whenever, in the judgment of the Board, it is in the interests of the District to do so, the Board shall pay the combined teacher and employer TRS early retirement penalties for the teacher who seeks to so early retire up to a maximum of 100% of the teacher's last school year salary. Application must be made by March 1st of the year in which the teacher seeks to retire early. Each year, the Board may consider an offer of early retirement incentives to teachers. Any such offer shall be uniform as to those teachers within a defined classification and contain such incentives, if any, as the Board may determine appropriate for that particular year. Prior to making any such offer, the Superintendent will meet with the Union President to discuss possible incentives.

The 2008-2013 certified retirement plan will be offered to faculty who make their intent to retire by March 1, 2013.

17. School Nurse - Certificated

The school nurse shall be entitled to all of the rights and privileges granted holders of a valid teaching certificate, including teacher benefits, compensation and working conditions.

18. Detention Supervisors

- a. After school detention supervisors will be compensated at \$36 per detention hour (\$47 per detention hour if the supervisor held the position in the 2007-2008 school year).
- b. Saturday detention supervisor will be compensated at \$58 per detention hour.

19. Longevity

The salary of any teacher in lanes MA +30 or MA +45 shall be increased by \$1,000 for each year of certified teaching service with a minimum of 5 years as OLCHSD 229, in excess of 24 years, not to exceed \$11,000 in any one year.

Oak Lawn Community High School

Salary Guide 2008-2009

	BA	BA + 15	MA	MA + 15	MSW/ MA + 30	MA + 45
1	46,087	47,178	47,478	48,941	51,264	53,632
2	47,008	48,121	48,902	50,409	52,802	55,241
3	48,554	49,704	51,267	52,812	55,258	57,715
4	50,101	51,286	53,633	55,213	57,715	60,190
5	51,647	52,869	55,999	57,615	60,171	62,665
6	53,194	54,451	58,364	60,017	62,629	65,140
7	54,741	56,035	60,728	62,419	65,085	67,614
8	56,287	57,617	63,095	64,821	67,542	70,090
9	57,834	59,200	65,460	67,222	69,999	72,564
10	59,379	60,781	67,824	69,624	72,455	75,040
11	60,927	62,364	70,190	72,026	74,912	77,513
12	62,471	63,946	72,556	74,428	77,368	79,990
13	64,019	65,530	74,920	76,830	79,826	82,463
14	65,566	67,112	77,285	79,231	82,282	84,939
15	67,112	68,695	79,651	81,633	84,738	87,413
16	68,659	70,277	82,016	84,034	87,193	89,888
17			84,839	86,874	90,117	92,882
18			87,660	89,715	93,038	95,878
19			90,482	92,554	95,961	98,874
20			93,304	95,395	98,883	101,870
21			96,125	98,235	101,806	104,865
22			98,946	101,075	104,727	107,859
23			101,769	103,915	107,649	110,855
24			106,441	108,579	112,417	115,714

The above scheduled amounts include the Board's pickup of a portion of teacher contributions to the Illinois Teacher Retirement System as provided in Article VI, Section 15 of this Agreement.

Oak Lawn Community High School

Salary Guide 2009-2010

	BA	BA + 15	MA	MA + 15	MSW/ MA + 30	MA + 45
1	48,852	50,008	50,327	51,877	54,340	56,850
2	49,829	51,008	51,836	53,433	55,970	58,555
3	50,825	52,029	53,391	55,036	57,649	60,312
4	52,496	53,740	55,974	57,660	60,331	63,014
5	54,170	55,450	58,556	60,281	63,014	65,715
6	55,841	57,162	61,140	62,904	65,695	68,418
7	57,514	58,872	63,722	65,526	68,378	71,120
8	59,186	60,585	66,303	68,149	71,059	73,821
9	60,858	62,295	68,887	70,771	73,742	76,524
10	62,530	64,007	71,469	73,393	76,425	79,226
11	64,201	65,717	74,050	76,015	79,106	81,929
12	65,874	67,428	76,634	78,638	81,789	84,629
13	67,544	69,139	79,216	81,260	84,471	87,333
14	69,217	70,851	81,797	83,883	87,153	90,033
15	70,889	72,562	84,380	86,504	89,835	92,736
16	72,562	74,273	86,963	89,127	92,517	95,438
17			89,545	91,748	95,197	98,139
18			92,628	94,849	98,390	101,409
19			95,707	97,951	101,579	104,680
20			98,788	101,050	104,771	107,951
21			101,870	104,152	107,960	111,221
22			104,949	107,253	111,152	114,492
23			108,030	110,353	114,341	117,761
24			111,112	113,454	117,531	121,031

The above scheduled amounts include the Board's pickup of a portion of teacher contributions to the Illinois Teacher Retirement System as provided in Article VI, Section 15 of this Agreement.

Oak Lawn Community High School

Salary Guide 2010-2011

	BA	BA + 15	MA	MA + 15	MSW/ MA + 30	MA + 45
1	50,806	52,009	52,340	53,952	56,514	59,124
2	51,822	53,049	53,910	55,571	58,209	60,898
3	52,858	54,110	55,527	57,238	59,955	62,724
4	53,916	55,192	57,193	58,955	61,754	64,606
5	55,688	57,007	59,959	61,765	64,626	67,500
6	57,463	58,822	62,725	64,573	67,500	70,394
7	59,236	60,637	65,493	67,383	70,373	73,289
8	61,011	62,452	68,259	70,192	73,246	76,183
9	62,784	64,268	71,024	73,001	76,119	79,077
10	64,558	66,083	73,792	75,810	78,993	81,973
11	66,332	67,898	76,558	78,618	81,866	84,867
12	68,104	69,712	79,323	81,427	84,739	87,762
13	69,879	71,528	82,090	84,237	87,613	90,655
14	71,651	73,342	84,856	87,046	90,485	93,551
15	73,426	75,159	87,621	89,855	93,359	96,444
16	75,200	76,973	90,388	92,663	96,231	99,339
17			93,155	95,472	99,104	102,233
18			95,920	98,280	101,975	105,127
19			99,223	101,602	105,395	108,629
20			102,521	104,925	108,812	112,133
21			105,821	108,245	112,230	115,637
22			109,123	111,568	115,647	119,140
23			112,421	114,889	119,066	122,644
24			115,721	118,211	122,482	126,145

The above scheduled amounts include the Board's pickup of a portion of teacher contributions to the Illinois Teacher Retirement System as provided in Article VI, Section 15 of this Agreement.

Oak Lawn Community High School

Salary Guide 2011-2012

	BA	BA + 15	MA	MA + 15	MSW/ MA + 30	MA + 45
1	52,838	54,089	54,433	56,110	58,774	61,489
2	53,895	55,171	56,066	57,793	60,537	63,333
3	54,973	56,274	57,748	59,527	62,353	65,233
4	56,072	57,400	59,481	61,313	64,224	67,190
5	57,194	58,548	61,265	63,152	66,151	69,206
6	59,074	60,473	64,228	66,163	69,228	72,306
7	60,957	62,398	67,191	69,171	72,306	75,406
8	62,837	64,324	70,156	72,180	75,383	78,508
9	64,720	66,249	73,119	75,189	78,462	81,608
10	66,602	68,176	76,081	78,199	81,539	84,708
11	68,483	70,100	79,046	81,208	84,617	87,809
12	70,365	72,026	82,009	84,216	87,695	90,909
13	72,245	73,951	84,971	87,225	90,772	94,010
14	74,128	75,877	87,935	90,234	93,851	97,109
15	76,007	77,801	90,898	93,244	96,928	100,212
16	77,890	79,729	93,860	96,253	100,006	103,311
17			96,823	99,261	103,083	106,412
18			99,788	102,270	106,160	109,512
19			102,750	105,278	109,236	112,612
20			106,287	108,836	112,899	116,364
21			109,821	112,395	116,559	120,117
22			113,356	115,952	120,221	123,870
23			116,892	119,511	123,881	127,623
24			120,426	123,069	127,543	131,376

The above scheduled amounts include the Board's pickup of a portion of teacher contributions to the Illinois Teacher Retirement System as provided in Article VI, Section 15 of this Agreement.

Oak Lawn Community High School

Salary Guide 2012-2013

	BA	BA + 15	MA	MA + 15	MSW/ MA + 30	MA + 45
1	56,008	57,334	57,699	59,477	62,301	65,178
2	57,129	58,481	59,430	61,261	64,170	67,133
3	58,271	59,651	61,213	63,099	66,095	69,147
4	59,437	60,844	63,049	64,992	68,078	71,222
5	60,625	62,060	64,941	66,942	70,120	73,359
6	61,838	63,302	66,889	68,950	72,223	75,559
7	63,871	65,384	70,124	72,237	75,583	78,944
8	65,907	67,465	73,360	75,521	78,944	82,329
9	67,940	69,547	76,596	78,806	82,303	85,715
10	69,975	71,628	79,831	82,092	85,664	89,099
11	72,010	73,712	83,065	85,377	89,024	92,484
12	74,044	75,793	86,302	88,663	92,385	95,870
13	76,079	77,875	89,537	91,947	95,746	99,255
14	78,112	79,956	92,771	95,232	99,105	102,641
15	80,147	82,038	96,008	98,518	102,466	106,024
16	82,179	84,119	99,243	101,803	105,826	109,411
17			102,476	105,089	109,187	112,795
18			105,712	108,373	112,546	116,181
19			108,948	111,658	115,905	119,565
20			112,182	114,942	119,263	122,950
21			116,045	118,827	123,263	127,046
22			119,903	122,713	127,259	131,144
23			123,762	126,596	131,258	135,241
24			127,623	130,482	135,253	139,339

The above scheduled amounts include the Board's pickup of a portion of teacher contributions to the Illinois Teacher Retirement System as provided in Article VI, Section 15 of this Agreement.

**Oak Lawn Community High School
Extra Responsibility Compensation Guide
2008-2009**

Lane	I	II	III	IV	V	VI	VII
Step							
1	2307	2876	3906	4790	5549	6427	7426
2	2560	3192	4272	5170	5928	6806	7742
3	2812	3508	4639	5549	6307	7186	8058
4	3065	3823	5005	5928	6686	7565	8374
5	3318	4139	5372	6307	7065	7944	8690
6	3571	4455	5738	6686	7445	8323	9006
7	3823	4771	6117	7065	7825	8702	9322

**Oak Lawn Community High School
Extra Responsibility Compensation Guide
2009-2010**

Lane	I	II	III	IV	V	VI	VII
Step							
1	2445	3049	4140	5078	5882	6813	7871
2	2713	3384	4529	5480	6284	7214	8206
3	2981	3719	4917	5882	6686	7617	8541
4	3249	4052	5306	6284	7088	8019	8876
5	3517	4387	5694	6686	7489	8421	9211
6	3785	4722	6083	7088	7891	8823	9546
7	4052	5057	6484	7489	8294	9225	9881

**Oak Lawn Community High School
Extra Responsibility Compensation Guide
2010-2011**

Lane	I	II	III	IV	V	VI	VII
Step							
1	2543	3170	4306	5281	6117	7085	8186
2	2822	3519	4710	5700	6535	7503	8534
3	3100	3867	5114	6117	6953	7922	8883
4	3379	4215	5518	6535	7371	8340	9231
5	3658	4563	5922	6953	7789	8758	9580
6	3937	4911	6326	7371	8207	9176	9928
7	4215	5260	6744	7789	8626	9594	10276

**Oak Lawn Community High School
Extra Responsibility Compensation Guide
2011-2012**

Lane	I	II	III	IV	V	VI	VII
Step							
1	2645	3297	4478	5492	6362	7369	8513
2	2935	3660	4898	5928	6797	7803	8876
3	3224	4022	5318	6362	7231	8239	9238
4	3514	4383	5739	6797	7666	8674	9600
5	3804	4745	6159	7231	8101	9108	9963
6	4094	5108	6579	7666	8535	9543	10325
7	4383	5470	7013	8101	8971	9977	10688

**Oak Lawn Community High School
Extra Responsibility Compensation Guide
2012-2013**

Lane	I	II	III	IV	V	VI	VII
Step							
1	2803	3495	4747	5821	6744	7811	9024
2	3111	3879	5192	6283	7205	8271	9408
3	3417	4263	5638	6744	7665	8733	9792
4	3725	4646	6083	7205	8126	9194	10176
5	4032	5030	6528	7665	8587	9655	10561
6	4340	5414	6974	8126	9047	10115	10945
7	4646	5798	7434	8587	9509	10576	11329

Lane I

Art Club
French Club
Freshman Class
International Club
Key Club
Pegasus
Photography Club
Sophomore Class
Spanish Club
SADD

Lane II

Cheerleading Assistant (Football)
Ecology Club
Junior Class
Mathletes Assistant
NHS
Pep Club
Scholastic Bowl Assistant
Skills USA
District Publications Assistant
NAHS

Lane III

Test Prep Coach
Cheerleading Assistant (Basketball)
Cheerleading Head (Football)
Chess Club
Golf Assistant
Mathletes Head
Scholastic Bowl Head
Senior Class
Shield Assistant
Spartanite Assistant
AV Club
SEL School Connect Facilitator

Lane IV

Badminton Assistant
Baseball Assistant
Bowling Head
Cheerleading Head (Basketball)
Cross Country Assistant
Dance Head
Forensics Assistant
Golf Head
Soccer Assistant
Softball Assistant
Spartanite Head
Student Council
Swimming Assistant
Tennis Assistant
Vocal Music Activities
Volleyball Assistant
Wrestling Assistant

Lane V

Athletic Trainer Assistant
Badminton Head
Basketball Assistant
Cross Country Head
Dramatics Assistant
Football Assistant
Forensics Head
Shield Head
Soccer Head
Tennis Head
Track Assistant

Lane VI

Baseball Head
Softball Head
Swimming Head
Volleyball Head
Wrestling Head
Stage Manager

Lane VII

Athletic Trainer Head
Basketball Head
Dramatics Head
Football Head
Instrumental Music Activities
Track Head

ARTICLE VII

ADDITIONAL PROVISIONS APPLICABLE TO SUPPORT STAFF

1. Holidays

A. The following holidays are provided at full pay for all regularly employed support staff employees whenever the holiday occurs Monday through Friday during the employee's regular work year:

- | | |
|---|----------------------|
| (1) New Year's Day | (7) Independence Day |
| (2) Martin Luther King's Birthday | (8) Labor Day |
| (3) Lincoln's Birthday or
President's Day (not both) | (9) Columbus Day |
| (4) Pulaski's Birthday | (10) Veteran's Day |
| (5) 1st day of Spring Break | (11) Thanksgiving |
| (6) Memorial Day | (12) Christmas Eve |
| | (13) Christmas |

When any of the following listed holidays fall on a Saturday or Sunday (New Year's Day, Independence Day, Christmas Eve or Christmas) either the Friday before or the Monday after shall be given as a paid holiday.

B. Employees required to work on any of the above listed holidays shall be paid 1-1/2 times their regular hourly rate plus holiday pay or an alternative day will be given to the employee as a holiday.

C. For the day after Thanksgiving, custodial and maintenance employees shall be permitted to request and use any available personal leave provided that management retains the right to deny requests if necessary to assure proper building coverage. Denials shall be based upon seniority.

2. Vacation

Full-time, twelve-month support staff employees receive paid vacation in accord with the schedules set forth below. Vacation is earned as of July 1st of each successive year of employment. On July 1st following the date of initial hire, the employee shall have earned pro rata vacation on the basis of .833 days for each month of employment rounded to the nearest full day.

Custodial and Maintenance and Data Processing:

After 1st July 1st	.	.	.	.	pro rata
After 1st full year through 4th year	.	.	.	.	10 days
After 5 years	.	.	.	.	11 days
After 6 years	.	.	.	.	12 days
After 7 years	.	.	.	.	13 days

After 8 years	.	.	.	.	.	14 days
After 9 years	.	.	.	.	.	15 days
After 15 years	.	.	.	.	.	20 days

Administrative Assistant

After 1 st July 1st	.	.	.	.	.	pro rata
After first full year through 9th year	.	.	.	.	.	10 days
After 10th year through 19th year	.	.	.	.	.	15 days
After 20 years	.	.	.	.	.	20 days

Support staff employees hired after the effective date of this Agreement shall receive no more than 15 days of paid vacation in any year.

1. Vacations must be approved by the appropriate supervisor. Vacation requests for one week or more should be submitted in advance and are to be approved by the immediate supervisor and District Office.
2. Employees may request and receive individual vacation days on an as needed basis. Vacations may be requested for any time during the school term except during the first two weeks before the start of school. Vacation requests may be denied when the circumstances are such that the needs of the school require the employee to be present.
3. Employees are encouraged to take vacation within a one-year period from the date it is earned. However, an employee may carry up to a maximum of 12 days into the following year.

3. School Closing

Employees who are required to work on a day when school is canceled or shortened due to inclement weather or other emergencies shall be permitted to use any available vacation or personal leave if they cannot make it to work.

4. Support Staff Uniforms

- A. Upon initial hire, full-time maintenance and custodial employees shall be provided with five (5) uniforms and part-time employees shall be provided with an appropriate number based upon their work hours. Thereafter, on July 1 of every year, everyone shall receive either two or three uniforms, whichever is requested. The uniform is to consist of the following:

- Polo shirt
- T-shirt
- Long sleeve shirt
- Shorts

Long pants

The entire uniform is to be worn properly.

- B. Cloth and rubber gloves and shoe coverings for stripping floors will be provided to maintenance and custodial employees and coveralls to maintenance employees when necessary to the work assignment. The Board will reimburse for the cost of one pair of shoes up to the sum of \$75.00 every other year for those employees who strip floors.
- C. Smocks will be provided by request for those employees who work in positions where protection is needed for their clothing.
- D. Para-professionals will be provided with identification.

5. Reimbursement for Courses

If a support staff employee is requested by the administration to enroll in a training program or coursework, the employer shall pay the cost of the training program or coursework.

6. Out of Classification Work

When a non-certified employee has been assigned for more than one (1) day to an acting supervisor/lead position, the employee shall thereafter be paid an additional \$1.00 per hour for all hours worked in that position.

7. Meeting for Dean's Assistants

When deemed necessary by the administration, meetings will be held with the Dean's Assistants to advise them of issues or matters pertinent to their duties.

8. Special Events

When feasible, and provided the District incurs no increased cost due to overtime or additional hours, assignment of para-professionals to any special activity will be on a rotational basis.

9. Probation

All employees shall be hired on a probationary basis for a period of 180 work days. Probationary employees may be dismissed or disciplined at any time without cause or reason in the sole discretion of management.

10. Rate of Pay

- A. The rates of pay for the 2008-2013 work years are set forth in Appendix A schedule of pay rates. No differential shall be paid for second and third shift work to any

person hired on or after the effective date of this agreement.

- B. All new support staff entering the District shall receive credit on the salary guide for their full previous experience or five full years whichever is less.

11. Job Descriptions

- A. The administration will provide an accurate written job description each year to the union for all support staff positions.
- B. These job descriptions shall be updated annually by the administration in order to reflect any changes in the position that may have occurred since the previous job description was issued.

12. Retirement

From time to time the Board may consider an offer of early retirement incentives to support staff employees. Any such offer shall be uniform as to those within a defined classification and contain such incentives, if any, as the Board may then determine appropriate. Prior to making any such offer, the Superintendent will meet with the Union President to discuss the possible incentives.

The 2008-2013 support staff retirement incentive plan will be offered through the 2012-2013 school year.

As each IMRF Early Retirement Incentive has been paid, the board will consider offering an IMRF Early Retirement Incentive for all eligible employees.

13. Support Staff Summer Flex Hours

Summer hours shall be in effect for all full time 12 month employees, including custodial and maintenance staff, starting the first full week after the end of school and ending the Friday before the first full week before the start of school. Hours during the summer shall consist of 40 hours per week. Employees shall have the option to select either a 10 hour/4 day week or a 5-day week with early dismissal on Friday or an 8 hour/5 day week. Schedules will be mutually agreed upon between employee and his/her supervisor.

ARTICLE VIII
UNION ACTIVITIES

1. Use of School Facilities

- A. An authorized representative of the Union shall have the right to place a reasonable number of announcements in the employee mailboxes. The Superintendent shall receive a copy signed by the authorized Union representative of all items placed in employee mailboxes.
- B. The Union shall be provided with bulletin board space in each lounge. No person except a Union designee shall add or remove material from the bulletin board space allotted to the Union.
- C. The Union may, by notification to a designated administrator, use certain school facilities and equipment, provided the Union pays the cost for such usage, and if such facility is not already in use. Example: Material, supplies, etc.

2. If desired, by the Union, a representative of the Union will speak at new teacher's orientation. Announcements of Union meetings or other Union activities, not to exceed five minutes, may be made at general faculty meetings.

3. Right to Representation

If a member of the bargaining unit is called to a conference by an administrator which will probably result in a disciplinary record of said conference being placed in the employee's file, the employee shall be given notice prior to the meeting, when practical, as to its nature and a Union representative may be present if the member so requests.

**ARTICLE IX
AGREEMENT**

1. The terms of this Agreement shall not apply where inconsistent with constitutional, statutory, or other legal provisions. If any provision of this Agreement is found to be contrary to law by the Supreme Court of the United States or by any courts of competent jurisdiction from whose judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be modified forthwith by the parties hereto to the extent necessary to conform thereto. In such case, all other provisions of this Agreement shall remain in effect.
2. Subject to this Agreement. It is understood and agreed that the School Board possesses the sole right to operate the School District and the Board retains all rights and authority necessary for it effectively to carry out its functions under the laws of the State of Illinois. Nothing contained herein is intended to or shall conflict with, the powers, authority, duties and responsibilities vested in the Board by the statutes and laws of the State of Illinois.
3. The Union hereby agrees not to strike or engage in or support or encourage any concerted refusal to render full and complete services in the School District or to engage in or support any activity whatsoever which would disrupt in any manner the operation of the school of this District.
4. This Agreement shall be effective as of the first day of the 2008-2009 school term, and will remain in full force and effect until 12:00 o'clock a.m. (midnight) on the day preceding the first day of the 2013-2014 school term. This Agreement shall be renewed automatically from year to year after its expiration date unless either party shall notify the other in writing by February 1 of the year in which the Agreement is to expire that such party desires to modify, change, amend, or terminate this Agreement. In the event of such notice to modify, change, amend, or terminate this Agreement, negotiations shall begin no later than May 1st. It will be the intent of both parties that agreement will be reached by the expiration date of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

For Oak Lawn Teachers Union
Council of Local #943
American Federation of Teachers

For Board of Education of
School District No. 229

Kelly A. Rumel
President

Stephen Trotto
President

Jodi R. Newton
Secretary

Linda Flanagan Vahl
Secretary

Date: May 1, 2008

Date: May 1, 2008

ATTACHMENT A

Oak Lawn Community High School
Salary Guide 2008-2009
Educational Support Personnel

		Admin	Full-time Secretary	Full-time Secretary	Part-time and Secretary II	Technical and Dean's
	<u>Step</u>	<u>Assistant</u>	<u>12 month</u>	<u>10 month</u>	<u>10 month</u>	<u>Assistant</u>
	1	23.42	18.00	17.85	9.98	10.30
	2	24.15	18.50	18.39	10.74	11.09
	3	24.85	19.00	18.93	11.51	11.88
	4	25.55	19.50	19.45	12.28	12.68
	5	26.27	20.00	20.00	13.04	13.46
	6	26.99	20.50	20.54	13.82	14.27
	7	27.71	21.00	21.08	14.58	15.05
	8	28.40	21.50	21.62	15.35	15.85
After 15 Years	L1	28.92	22.00	22.13	15.85	16.37
After 20 Years	L2	29.43	22.50	22.64	16.35	16.88
		Tech	IT Tech	IT Tech	Teacher	BA
	<u>Step</u>	<u>Specialist</u>	<u>Assist I</u>	<u>Assist II</u>	<u>Assistant</u>	<u>Teacher Assistant</u>
	1	23.59	20.11	19.50	13.41	14.38
	2	24.33	20.72	20.05	14.29	15.31
	3	25.03	21.33	20.63	15.18	16.26
	4	25.74	21.94	21.23	16.06	17.20
	5	26.46	22.55	21.82	16.95	18.18
	6	27.19	23.16	22.39	17.81	19.10
	7	27.91	23.77	22.98	18.70	20.05
	8	28.61	24.38	23.58	19.56	20.97
After 15 Years	L1	29.13	24.89	24.10	20.07	21.49
After 20 Years	L2	29.64	25.41	24.61	20.59	22.00
		Full-time	Full-time	Full-time	Part-time and	Nurse
	<u>Step</u>	<u>Maintenance</u>	<u>Maintenance II</u>	<u>Custodian</u>	<u>Custodian II</u>	<u>Health Aide</u>
		<u>12 month</u>	<u>12 month</u>	<u>12 month</u>	<u>12 month</u>	
	1	22.41	15.00	15.13	9.00	19.09
	2	23.10	15.50	16.29	9.50	19.60
	3	23.78	16.00	17.46	10.00	20.12
	4	24.46	16.50	18.62	10.50	20.65
	5	25.14	17.00	19.78	11.00	21.16
	6	25.82	17.50	20.95	11.50	21.29
	7	26.51	18.00	22.10	12.00	21.55
	8	27.18	18.50	23.28	12.50	21.69
After 15 Years	L1	27.70	19.00	23.79	13.00	22.21
After 20 Years	L2	28.21	19.50	24.30	13.50	22.73

ATTACHMENT A

Oak Lawn Community High School
Salary Guide 2009-2010
Educational Support Personnel

	<u>Step</u>	<u>Admin Assistant</u>	<u>Full-time Secretary 12 month</u>	<u>Full-time Secretary 10 month</u>	<u>Part-time and Secretary II 10 month</u>	<u>Technical and Dean's Assistant</u>
	1	24.01	18.45	18.29	10.18	10.64
	2	24.75	18.96	18.85	10.95	11.45
	3	25.47	19.48	19.41	11.74	12.27
	4	26.19	19.99	19.94	12.53	13.09
	5	26.93	20.50	20.50	13.30	13.90
	6	27.66	21.01	21.05	14.10	14.73
	7	28.40	21.53	21.61	14.87	15.54
	8	29.11	22.04	22.16	15.66	16.36
After 15 Years	L1	29.64	22.55	22.68	16.17	16.90
After 20 Years	L2	30.16	23.06	23.21	16.68	17.43

	<u>Step</u>	<u>Tech Specialist</u>	<u>IT Tech Assist I</u>	<u>IT Tech Assist II</u>	<u>Teacher Assistant</u>	<u>BA Teacher Assistant</u>
	1	24.36	20.77	20.14	13.85	14.85
	2	25.12	21.40	20.70	14.75	15.81
	3	25.84	22.02	21.30	15.67	16.79
	4	26.58	22.65	21.92	16.58	17.76
	5	27.32	23.28	22.53	17.50	18.77
	6	28.07	23.91	23.12	18.39	19.72
	7	28.82	24.54	23.73	19.31	20.70
	8	29.54	25.17	24.35	20.19	21.65
After 15 Years	L1	30.07	25.70	24.88	20.72	22.18
After 20 Years	L2	30.61	26.24	25.41	21.26	22.72

	<u>Step</u>	<u>Full-time Maintenance 12 month</u>	<u>Full-time Maintenance II 12 month</u>	<u>Full-time Custodian 12 month</u>	<u>Part-time and Custodian II 12 month</u>	<u>Nurse Health Aide</u>
	1	22.97	15.38	15.51	9.23	19.71
	2	23.68	15.89	16.69	9.74	20.23
	3	24.37	16.40	17.89	10.25	20.78
	4	25.07	16.91	19.09	10.76	21.32
	5	25.77	17.43	20.28	11.28	21.84
	6	26.47	17.94	21.47	11.79	21.98
	7	27.17	18.45	22.65	12.30	22.25
	8	27.86	18.96	23.86	12.81	22.40
After 15 Years	L1	28.39	19.48	24.39	13.33	22.93
After 20 Years	L2	28.91	19.99	24.91	13.84	23.46

ATTACHMENT A

Oak Lawn Community High School
Salary Guide 2010-2011
Educational Support Personnel

	<u>Step</u>	<u>Admin Assistant</u>	<u>Full-time Secretary 12 month</u>	<u>Full-time Secretary 10 month</u>	<u>Part-time and Secretary II 10 month</u>	<u>Technical and Dean's Assistant</u>
	1	24.61	18.91	18.75	10.43	10.99
	2	25.37	19.44	19.32	11.23	11.82
	3	26.10	19.96	19.89	12.03	12.67
	4	26.85	20.49	20.44	12.84	13.52
	5	27.60	21.01	21.01	13.63	14.35
	6	28.35	21.54	21.58	14.45	15.21
	7	29.11	22.06	22.15	15.24	16.05
	8	29.84	22.59	22.71	16.05	16.90
After 15 Years	L1	30.38	23.11	23.25	16.57	17.45
After 20 Years	L2	30.92	23.64	23.79	17.09	18.00

	<u>Step</u>	<u>Tech Specialist</u>	<u>IT Tech Assist I</u>	<u>IT Tech Assist II</u>	<u>Teacher Assistant</u>	<u>BA Teacher Assistant</u>
	1	25.15	21.44	20.79	14.30	15.33
	2	25.93	22.09	21.38	15.23	16.32
	3	26.68	22.74	21.99	16.18	17.34
	4	27.44	23.39	22.63	17.12	18.34
	5	28.21	24.04	23.26	18.07	19.38
	6	28.98	24.69	23.87	18.99	20.36
	7	29.75	25.34	24.50	19.93	21.38
	8	30.50	25.99	25.14	20.85	22.36
After 15 Years	L1	31.05	26.54	25.69	21.40	22.91
After 20 Years	L2	31.60	27.09	26.24	21.95	23.46

	<u>Step</u>	<u>Full-time Maintenance 12 month</u>	<u>Full-time Maintenance II 12 month</u>	<u>Full-time Custodian 12 month</u>	<u>Part-time and Custodian II 12 month</u>	<u>Nurse Health Aide</u>
	1	23.54	15.76	15.89	9.46	20.35
	2	24.27	16.28	17.11	9.98	20.89
	3	24.98	16.81	18.34	10.51	21.45
	4	25.69	17.34	19.57	11.03	22.01
	5	26.42	17.86	20.78	11.56	22.55
	6	27.13	18.39	22.01	12.08	22.70
	7	27.85	18.91	23.22	12.61	22.97
	8	28.56	19.44	24.46	13.13	23.13
After 15 Years	L1	29.10	19.96	24.99	13.66	23.68
After 20 Years	L2	29.64	20.49	25.53	14.18	24.23

ATTACHMENT A

Oak Lawn Community High School
Salary Guide 2011-2012
Educational Support Personnel

	<u>Step</u>	<u>Admin Assistant</u>	<u>Full-time Secretary 12 month</u>	<u>Full-time Secretary 10 month</u>	<u>Part-time and Secretary II 10 month</u>	<u>Technical and Dean's Assistant</u>
	1	25.22	19.38	19.22	10.69	11.34
	2	26.01	19.92	19.80	11.51	12.21
	3	26.76	20.46	20.39	12.33	13.08
	4	27.52	21.00	20.95	13.16	13.96
	5	28.29	21.54	21.54	13.97	14.82
	6	29.06	22.08	22.12	14.81	15.71
	7	29.84	22.61	22.71	15.62	16.57
	8	30.59	23.15	23.28	16.45	17.44
After 15 Years	L1	31.14	23.69	23.83	16.99	18.01
After 20 Years	L2	31.69	24.23	24.38	17.52	18.58

	<u>Step</u>	<u>Tech Specialist</u>	<u>IT Tech Assist I</u>	<u>IT Tech Assist II</u>	<u>Teacher Assistant</u>	<u>BA Teacher Assistant</u>
	1	25.97	22.14	21.47	14.76	15.83
	2	26.78	22.81	22.07	15.73	16.85
	3	27.55	23.48	22.71	16.71	17.90
	4	28.33	24.15	23.37	17.67	18.93
	5	29.13	24.82	24.01	18.66	20.01
	6	29.92	25.49	24.65	19.60	21.02
	7	30.72	26.16	25.30	20.58	22.07
	8	31.49	26.83	25.96	21.52	23.08
After 15 Years	L1	32.06	27.40	26.53	22.09	23.65
After 20 Years	L2	32.63	27.97	27.09	22.66	24.22

	<u>Step</u>	<u>Full-time Maintenance 12 month</u>	<u>Full-time Maintenance II 12 month</u>	<u>Full-time Custodian 12 month</u>	<u>Part-time and Custodian II 12 month</u>	<u>Nurse Health Aide</u>
	1	24.13	16.15	16.29	9.69	21.01
	2	24.88	16.69	17.54	10.23	21.57
	3	25.61	17.23	18.80	10.77	22.15
	4	26.34	17.77	20.06	11.31	22.73
	5	27.08	18.31	21.30	11.85	23.29
	6	27.81	18.85	22.56	12.38	23.43
	7	28.54	19.38	23.80	12.92	23.72
	8	29.27	19.92	25.07	13.46	23.88
After 15 Years	L1	29.83	20.46	25.62	14.00	24.45
After 20 Years	L2	30.38	21.00	26.17	14.54	25.01

ATTACHMENT A

Oak Lawn Community High School Salary Guide 2012-2013 Educational Support Personnel

	<u>Step</u>	<u>Admin Assistant</u>	<u>Full-time Secretary 12 month</u>	<u>Full-time Secretary 10 month</u>	<u>Part-time and Secretary II 10 month</u>	<u>Technical and Dean's Assistant</u>
	1	25.85	19.87	19.70	10.96	11.71
	2	26.66	20.42	20.30	11.80	12.60
	3	27.43	20.97	20.90	12.64	13.51
	4	28.21	21.52	21.47	13.49	14.41
	5	29.00	22.08	22.07	14.32	15.30
	6	29.79	22.63	22.67	15.18	16.22
	7	30.58	23.18	23.27	16.02	17.11
	8	31.35	23.73	23.86	16.86	18.01
After 15 Years	L1	31.92	24.28	24.43	17.41	18.60
After 20 Years	L2	32.48	24.84	24.99	17.96	19.19

	<u>Step</u>	<u>Tech Specialist</u>	<u>IT Tech Assist I</u>	<u>IT Tech Assist II</u>	<u>Teacher Assistant</u>	<u>BA Teacher Assistant</u>
	1	26.81	22.86	22.17	15.24	16.35
	2	27.65	23.55	22.79	16.24	17.40
	3	28.44	24.24	23.44	17.25	18.48
	4	29.25	24.93	24.13	18.25	19.55
	5	30.07	25.63	24.79	19.27	20.66
	6	30.90	26.32	25.45	20.24	21.71
	7	31.72	27.01	26.12	21.25	22.79
	8	32.52	27.70	26.80	22.22	23.83
After 15 Years	L1	33.10	28.29	27.39	22.81	24.42
After 20 Years	L2	33.69	28.88	27.97	23.40	25.01

	<u>Step</u>	<u>Full-time Maintenance 12 month</u>	<u>Full-time Maintenance II 12 month</u>	<u>Full-time Custodian 12 month</u>	<u>Part-time and Custodian II 12 month</u>	<u>Nurse Health Aide</u>
	1	24.73	16.56	16.70	9.93	21.70
	2	25.50	17.11	17.98	10.49	22.27
	3	26.25	17.66	19.27	11.04	22.87
	4	27.00	18.21	20.56	11.59	23.47
	5	27.75	18.76	21.84	12.14	24.04
	6	28.50	19.32	23.13	12.69	24.20
	7	29.26	19.87	24.39	13.25	24.49
	8	30.00	20.42	25.69	13.80	24.65
After 15 Years	L1	30.57	20.97	26.26	14.35	25.24
After 20 Years	L2	31.14	21.52	26.83	14.90	25.83