

AGREEMENT

Between

THE BOARD OF EDUCATION

FAIRFIELD ELEMENTARY SCHOOL DISTRICT NO. 112

And

FAIRFIELD FEDERATION OF TEACHERS

LOCAL NO. 4761

AFL-CIO

2016-2017

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## ARTICLE I

### RECOGNITION AND COMMUNICATIONS

#### 1.01 Recognition

THE BOARD OF EDUCATION OF FAIRFIELD ELEMENTARY SCHOOL DISTRICT NO. 112, WAYNE COUNTY, ILLINOIS, HEREINAFTER REFERRED TO AS THE "BOARD", RECOGNIZES THE FAIRFIELD FEDERATION OF TEACHERS, LOCAL #4761, ILLINOIS FEDERATION OF TEACHERS, AFL-CIO, HEREINAFTER REFERRED TO AS THE "UNION", AS THE SOLE AND EXCLUSIVE BARGAINING REPRESENTATION FOR ALL REGULARLY EMPLOYED FULL-TIME AND PART-TIME CERTIFIED TEACHERS WHO WORK 0.5 OR MORE OF THE SCHOOL DAY, EXCLUDING THE SUPERINTENDENT, BUSINESS MANAGER, PRINCIPALS, TEMPORARY OR SHORT TERM EMPLOYEES AND OTHER PERSONS HIRED HEREFTER AS SUPERVISORS, CONFIDENTIAL OR MANAGERIAL EMPLOYEES AS DEFINED IN THE ILLINOIS EDUCATIONAL LABOR RELATIONS ACT.

#### 1.02 General Principle of Negotiations

The purpose of this recognition is a mutual agreement between the parties to negotiate in good faith effort.

"Good faith effort" is defined as the mutual responsibility of the Union and the Board to deal with each other openly and fairly and endeavor to reach agreement on items being negotiated. It does not imply that either party will agree with, or accept, the other party's proposals, or be compelled to reach agreement on specific topics.

#### 1.03 - Copies of Contract

All certified employees shall be provided with one copy of the current contract.

## ARTICLE II

### BOARD AUTHORITY

#### 2.01 Board Authority

The Board, on behalf of the electors of the district, retains and reserves the ultimate responsibilities for proper management of the Fairfield Elementary School District No. 112 including, but not limited to, the responsibilities for and the right:

- a. To maintain executive management and administrative control of the District, and its properties and facilities, along with the work of its employees, as related to the conduct of District affairs.
- b. To hire all employees and to determine their qualifications, or their dismissal or demotion, and to evaluate, promote and transfer all such employees.
- c. To establish grade levels, courses of instruction and curriculum, including special programs, athletic, recreational, or social events for students, all as deemed necessary or advisable by the Board.
- d. To determine class schedules and the responsibilities and assignments of those in the bargaining unit.
- e. To determine the work rules for all employees during their required schedule during the regular work day.

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by law and the specific and express terms of this Agreement.

## ARTICLE III

### UNION RIGHTS

#### 3.01 Professional Teaching Personnel

Teachers shall be free to join or not to join the Union.

#### 3.02 Use of School Building by Union

The Union shall have the right to use school buildings for Union meetings at times and places not in conflict with the school schedule and not requiring the need of custodial service. Such requests shall be transmitted to the Superintendent or his designee for approval or disapproval.

#### 3.03 Communications by Union

The Union may have the right to post notices of activities and matters of Union business on a designated bulletin board in the teachers' lounge in each building. The Union may also use teacher "mail boxes" for communications of Union business. Items can not be posted and/or distributed that are detrimental to the school district or are political in content.

#### 3.04 Use of Equipment by Union

The Union may use a designated typewriter and photocopy machine in each building. The Union will reimburse the school district for the use of photocopy paper at \$.05 a page.

#### 3.05 Right of Representation

When a teacher is required to attend a formal conference/meeting with representatives of the Administration and/or the Board regarding issues that could lead to disciplinary action, the teacher shall have the right to have a Union representative present. Such conferences/meetings do not include and conferences/meetings that are scheduled relative to evaluation procedures. It remains a teacher's responsibility to contact the Union and inform the Administration and/or Board in advance of a scheduled meeting that Union representation is desired, along with informing the Superintendent in advance as to the name of the Union representative to be in attendance.

#### 3.06 Union Leave

In the event the Union desires to send representatives to local, state or national conferences, these representatives may be excused without loss of salary providing the Union reimburses the

District on the basis of the daily substitute rate for each day used and written permission for such leave has been approved by the Superintendent. It is understood that the Superintendent retains the right to approve or disapprove each request. The maximum number of days for the Union that may be approved by the Superintendent each year shall be eight (8). The Superintendent also retains the prerogative to restrict the number of teachers on specific dates if the absences will cause a disruption to the educational program or a qualified substitute can not be hired for said dates. The Union will reimburse the District within thirty (30) days of receiving an invoice.



## ARTICLE IV

### INDIVIDUAL GRIEVANCE PROCEDURE

#### 4.01 Definitions

##### 4.01.01 - Grievance

Any claim by a teacher that there has been an alleged violation, misinterpretation, or misapplication of the terms of this Agreement.

##### 4.01.02 - Days

All time limits shall consist of school days, except that when an alleged grievance is submitted fewer than ten (10) days before the close of the school year, time limits shall consist of business days.

##### 4.01.03 - Initiation of Grievance

A grievance may be initiated and/or conducted by:

- a. An employee in his/her own behalf,
- b. An employee accompanied by a Union representative, or
- c. A Union representative at the employee's request.

#### 4.02 Right of Representation

A Union representative may be present if requested by the aggrieved at any meeting, hearing, appeal or other proceeding relating to a grievance which has been formally presented beyond Step One. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with his/her supervisor and having the grievance adjusted without intervention of the Union.

#### 4.03 Procedures

The parties hereto acknowledge that it is usually most desirable for a teacher and his immediately involved supervisor to resolve problems through free and informal communications. In the event the matter is resolved informally and a Union representative was not present at the adjustment of the complaint, the Superintendent shall inform the Union President of the adjustment. If, however, such informal processes fail to satisfy the teacher, a grievance may be processed as follows:

#### 4.03.01 - Initiation

An alleged grievance must be filed within ten (10) days of the occurrence of the event which initiated the grievance. Failure to file within the time limits prescribed herein constitutes a waiver of the right to file for that particular occurrence. The written grievance shall state the clause or clauses of the contract allegedly violated and the proposed remedy requested on forms prepared by the Administration.

#### 4.03.02 - Step One

The teacher shall present the alleged grievance in writing to the supervisor immediately involved and who will arrange for a meeting to take place within ten (10) days after receipt of the grievance. The supervisor shall provide the aggrieved teacher with a written answer to the grievance within ten (10) days after the meeting. A copy of the decision shall be given to the Union.

#### 4.03.03 - Step Two

If the alleged grievance is not resolved in Step One, then the aggrieved may appeal the grievance to the Superintendent or his/her official designee within ten (10) days after the receipt of the Step One answer. The Superintendent or his/her official designee shall arrange for a meeting with the aggrieved to take place within ten (10) days of his/her receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing the Superintendent shall have ten (10) days in which to provide his written decision to the grievant.

#### 4.03.04 - Step Three

If the alleged grievance is not resolved at Step Two, the grievant may appeal the grievance to the Board within ten (10) days of the Step Two answer. The President of the Board shall arrange for a meeting to take place with the aggrieved within thirty (30) days of receiving the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop the pertinent facts to the grievance. Upon conclusion of the hearing, the President of the Board shall have fifteen (15) days in which to provide a written decision to the grievant.

#### 4.03.05 - Step Four

If the alleged grievance is not resolved at Step Three, the grievant and Union jointly may submit the grievance to binding arbitration within ten (10) days of the Step Three response. The American Arbitration Association shall be requested to submit a list of arbitrators in accordance with its rules

and regulations. If either party is dissatisfied with the list sent by the AAA, prior to striking the list, another list can be requested.

By mutual agreement, the parties may elect to enter into grievance mediation prior to submitting the grievance to final and binding arbitration. The parties shall mutually agree upon the procedures for mediation and appropriate extension of the timeline for arbitration.

- a. Each party shall bear the full costs for its representation in the arbitration. The cost of the arbitrator and the AAA shall be divided equally between the parties.
- b. If either party requests a transcript of the proceedings, that party shall bear full costs for the transcript. If both parties order a transcript, the costs of two (2) transcripts shall be divided equally between the parties. If the arbitrator requests a copy of the transcript, the cost shall be divided equally between the parties.
- c. Neither the Board nor the Union shall be permitted to assert any grounds or evidence before the arbitrator which had not previously been disclosed to the other party during the previous steps.
- d. The arbitrator shall have no power to nullify, alter, amend and/or add to the terms of this Agreement. The arbitrator's authority shall be strictly and narrowly limited to deciding only the grievance filed at the Step One level. The arbitrator's decision must be based solely and only upon an interpretation of the meaning or application of the express relevant language of this Agreement. The arbitrator shall have no authority to interfere with exclusive Board and/or Administrative rights as covered in this Agreement.
- e. Either party may make public the findings and the recommendations of the arbitrator.

#### 4.04 Other Conditions

##### 4.04.01 - Bypass to Superintendent

If the grievant and the Superintendent agree, Step One of the grievance procedure may be bypassed and the grievance brought directly to Step Two.

#### 4.04.02 - Class Grievance

Class grievances involving one or more teachers or one or more supervisors and grievances involving an administrator above the building level may be initially filed by the grievant at Step Two.

#### 4.04.03 - Grievant and Union Cooperation

The grievant and Union shall not interrupt the instructional and regular duties of the teachers within the District in the investigation of any alleged grievance.

#### 4.04.04 - Released Time/Steps One and Two

Should attendance at a grievance hearing require that a teacher or a Union representative be released from his regular assignment, he shall be released without loss of pay or benefits.

#### 4.04.05 - Timeliness by Grievant

Failure of any grievant to act on a grievance within the prescribed time limits will act as a bar to any further appeal. Failure of the Administration or Board to communicate a decision on a grievance within the prescribed time limits shall permit the grievant to advance to the next step if so desired.

#### 4.04.06 - Extension of Time Limits

All time limits may be extended by mutual agreement between the parties.

#### 4.04.07 - No Reprisals

No reprisals of any kind shall be taken by the grievant and/or the Union against any teacher because of his/her lack of participation in a grievance. An employee who participates in the Grievance Procedure shall not be subject to reprisals because of such participation.

#### 4.04.08 - Hearings at Steps Three and Four

All such hearings shall be on non-school time such as evenings and/or Saturdays unless the Board schedules a hearing at another time convenient to the Board and Administration. If a hearing is scheduled in Steps Three and Four during school hours, the affected grievant will be released without loss of pay or benefits.

#### 4.04.09 - Exclusion of Remedies

In the event a member of the bargaining unit commences a proceeding in any state or federal court or administrative agency against the Board of Education and/or Administration, charging the Board

and/or Administration with an alleged violation of this Agreement, such remedy shall be exclusive and the said member shall be barred from invoking any remedy by this grievance procedure while pursuing a remedy in another jurisdiction. If another jurisdiction is selected after a grievance has been initiated, then the timeliness in the Grievance Procedure will be frozen until a decision has been rendered in the other jurisdiction. Upon being knowledgeable of the decision, the grievant has the right to reinstitute the grievance within ten (10) days.

#### 4.04.10 - Notification to Union in Non-Representation Situations

In any instance where the Union is not representing the grievant, the administrator or supervisor receiving the grievance or making the decision shall notify the Union in writing of the resolution at each formal level.

#### 4.04.11 - Clarification on Use of Personnel File

The written grievance shall not be inserted in the employee's official personnel file.

## ARTICLE V

### TEACHER EVALUATION PROCEDURES

#### 5.01 Review of Procedures

At the commencement of each school year, each building principal shall advise the teachers in the building of the evaluation procedures. New teachers hired during the school year shall also be advised of the evaluation procedures.

#### 5.02 Informal Observations

Teachers may be informally observed by their building principals without advance notice to the teacher.

#### 5.03 Formal Observations

With reference to the two or more formal observations that are conducted, the first observation will include the class, subject, lesson and time sequence as selected by the teacher in consultation with the building principal. Subsequent observations will be unannounced. Formal observations shall not be held the first two weeks of school. First two weeks shall be defined as the first 10 days of student attendance.

#### 5.04 Formal Evaluation

Tenured teachers shall receive at least one formal evaluation every two (2) years. Non-tenured or probationary teachers shall receive at least two (2) formal evaluations each year. The format of the evaluation instrument will be given to each teacher at the beginning of each school year and shall be consistent for all teachers. Teachers assigned to more than one building shall be assigned a primary evaluator. The above guidelines are just a minimum, with the Administration retaining the prerogative to evaluate any teacher as many times each year as is necessary to improve instruction and assist teachers having difficulties as determined by the Administration.

#### 5.05 Post-Evaluation Procedures

All evaluations shall be reduced to writing and a copy given to the teacher as soon as practical, with ten (10) working days being the guideline. Within ten (10) work days of receiving the evaluation a conference will be held between the teacher and supervisor (evaluator) to review the initial draft of the evaluation and provide specific recommendations covering improvements, if weaknesses are identified. If an additional conference is needed it will be scheduled. At the conclusion of

the conference process, the teacher shall sign the evaluation which confirms that the conference has taken place, and the teacher has received the finalized evaluation document, but does not necessarily mean the teacher agrees with its content. If the teacher disagrees with the content of the evaluation, he/she may submit a written response within ten (10) work days of the conference, with the response being attached to the evaluation which will be placed in the employee's personnel file as soon as practical.

#### 5.06 Compliance with State Laws

If it becomes necessary during the term of this collective bargaining agreement, the parties agree to re-open the agreement mid-term to address changes to the teacher evaluation procedures outlined herein as required by Public Act 96-861 (Senate Bill 315); Public Act 97-008 (Senate Bill 7) or any similar legislation enacted subsequent thereto.

## ARTICLE VI

### PERSONNEL FILES

#### 6.01 Right of Review

Each teacher shall have the right to review the contents of his/her personnel file, except college placement reference materials and "confidential materials" as defined by the Illinois Records Act, upon making a written request at least one (1) work day in advance. When the official personnel file is reviewed, a representative of the Superintendent's Office will be present. A representative of the Union may, at the teacher's request, accompany the teacher for his/her review. There shall be only one official personnel file in the Superintendent's Office. Teachers may not be permitted to remove any materials from the official personnel file.

#### 6.02 Placement of Materials in the File

A teacher shall be provided a copy of any materials placed in the official personnel file after the effective date of this Agreement, except college placement reference materials and "confidential materials" as defined by the Illinois Records Act. A teacher shall have the right to attach a rebuttal or explanatory material to any document placed in the file within ten (10) working days following the date the material was placed in the file. A teacher may request that materials, other than rebuttal or explanatory materials, be placed in the file, with the Superintendent retaining the right to approve or disapprove any request.

#### 6.03 Requests for Copies of Materials in File

Upon written request by a teacher, the Superintendent's Office will reproduce one (1) copy of any materials from his/her personnel file, except college placement reference materials and "confidential materials" as defined by the Illinois Records Act. Copies covered in Section 6.03 to be provided to the teacher shall be without cost to the teacher.



## ARTICLE VII

### REDUCTION IN FORCE

#### 7.01 Notification

The Board shall notify, in writing, the Union when a reduction is to be made in the number of total certified teaching personnel employed within the bargaining unit. The written notice shall be provided to the teacher and Union in accordance with the time frames established by Section 24-11 and 24-12 of *The School Code*.

#### 7.02 Compliance with Code

If removal or dismissal results from a decision of the Board to decrease the number of teachers employed by the Board, such removals or dismissals shall be accomplished in accordance with Sections 24-11 and 24-12 of the Illinois School Code.

#### 7.03 Seniority

Seniority (length of continuing service) means the total period of continuous full-time employment in a position which is within the bargaining unit. Continuous service begins on the first day of work performed and continues if there is not a break in service.

The following shall constitute a break in service:

- a. Resignation/retirement
- b. Termination
- c. Being on layoff status beyond the school code requirements
- d. Not fulfilling notification requirements when on an approved leave of absence or failure of the employee to return to work at the expiration date of an approved leave of absence or recall.

#### 7.04 Seniority List

The Board shall provide the Union with a seniority list, indicating the teacher's name, date of employment, and years and months of continuous service categorized by each area of certification, no later than seventy-five (75) days before the end of each school year.

#### 7.05 Conditions Not Counted Toward Seniority

Effective with the 1991-92 school year the following employment will not be counted towards seniority:

- a. Summer School, evening school, or other temporary positions outside of bargaining unit work.
- b. Unpaid leaves of absence.

#### 7.06 Situations Involving Ties

If two or more teachers otherwise have equal seniority and one or more is to be honorably dismissed, ties shall be broken as follows:

- a. Total teaching experience as indicated on the teacher's service record;
- b. Highest degree and hours approved earned beyond the degree that can be used toward salary schedule credit as are a matter-of-record on February 1 each year (hours taken previous to the 1991-92 school year need not be approved);
- c. Date of teacher's signature on contract.

#### 7.07 Leaves of Absence

Teachers who are on a leave of absence shall be subject to the foregoing reduction in force procedures.

#### 7.08 Recall Right

Any teacher whose active employment has been terminated pursuant to the reduction in force procedure as outlined in this Article shall have recall rights in accordance with Section 24-12 of the School Code.

#### 7.09 General Conditions

7.09.01 All teachers removed or dismissed according to the intent of this Article have the responsibility of keeping the Superintendent's Office informed as to their current status and address.

7.09.02 If a decision is made to recall a teacher, the affected teacher shall have ten (10) business days in which to respond, with the timeline beginning on the date the notification was sent by certified mail to the teacher. A copy of this Article will be attached to the certified letter.

7.09.03 Any teacher who fails to respond to a position by a proper notice will be placed at the bottom of the call list as it exists at the time of such failure to respond. However, a teacher shall have a one-time opportunity to retain his/her position on the recall list, and the Board will offer the position to the next highest ranked, qualified teacher. If a teacher elects to be passed over once, he/she must give written notice to the Board within the ten (10) business days described above.

7.09.04 Teachers are required to inform the Superintendent's Office of any changes in their qualifications after the date of their termination. At that time, teachers will be considered for recall for any vacant position in that area of qualification consistent with Section 24-12 of the School Code.

7.09.05 A recalled teacher shall be reinstated with no loss of seniority, tenure rights (where applicable), accumulated sick leave, or salary schedule position.

7.09.06 Tenured teachers laid off pursuant to this Article shall be eligible to be placed on the daily substitute list and/or be available for temporary/part-time employment. It remains the responsibility of said teachers to inform the Superintendent or his designee, in writing, of their availability. Employment in any of these positions will not affect their recall rights.

7.09.07 Any teacher who is laid off pursuant to this Article may continue in the health/major medical plan at his/her own expense pursuant to the terms of the Combined Omnibus Budget Reconciliation Act (COBRA). It will be the responsibility of each teacher to contact the Superintendent's Office to make the appropriate arrangements.

## ARTICLE VIII

### NO STRIKE AND DISRUPTIONS

#### 8.01 General Teacher and Union Responsibilities

During the term of this Agreement and any mutually agreed upon extension thereof, no teacher covered by this Agreement, nor the Union, nor any person acting on behalf of the Union, shall engage in, authorize, or instigate a strike, slowdown, picketing, or recognition of any picket line at the School District's premises.

## ARTICLE IX

### WORKING CONDITIONS

#### 9.01 Length of Work Day

The length of the work day shall normally not exceed 7 hours and 20 minutes, inclusive of a duty free lunch with the exception of before school playground duty and detention supervision after school. In subsequent years, the normal work day can be extended up to 8 hours inclusive of a duty free lunch, with the before school playground duty and detention supervision after school remaining in effect, only if additional state mandates expand the curriculum needs of the students. If the work day is extended in subsequent years, the teachers shall be informed as to the extension of the school day on or before June 1, along with the reason(s) for the decision as they relate to the intent of this section.

#### 9.02 Classroom Assignments

Teachers shall be notified in writing no later than June 1 of their classroom assignment for the forthcoming year. Should changes and/or adjustments in classroom assignments be necessary after June 1 or during the school year, the affected teacher(s) will be notified in writing as promptly as possible. The final decision making covering all classroom assignments shall remain with the Administration.

#### 9.03 Non-Teaching Assignments

Non-Teaching duties, other than duties covered in Section 9.01, shall be assigned as deemed necessary by the Administration, with such assignments being divided as evenly as possible when practical to do so. Teachers will only be assigned to work basketball games if volunteers can't be located. This section shall not be subject to the Grievance Procedure contained in this Agreement.

#### 9.04 Meetings/Functions Outside of Regular Work Day

Attendance at open houses, field trips and graduation are required for the affected teachers involved in each event. Teachers will be encouraged to attend all other school related meetings/functions outside of the regular day as identified by the Superintendent or his designee. The Superintendent will attempt to publish a calendar of these obligations at the beginning of the school year. The final decision covering all such circumstances shall remain with the Administration.

#### 9.05 Length of School Year

Prior to determining the calendar for the subsequent year, input shall be requested from the teaching staff as coordinated by the Superintendent or his designee. The final decision on the entire calendar, including the length of the school year as per the School Code Section 10-19, shall remain a Board prerogative.

#### 9.06 Class Size

The Board and Administration will attempt to maintain desirable class sizes, which is subject to space availability, implementation of new educational programs and budgetary limitations. Whenever a teacher believes his/her class size is exceeding a desirable number or the classroom composition is not in the best interest of the students, he/she may request a conference with the Superintendent or his designee to discuss his/her concerns. Upon concluding the conference, the Superintendent or designee will summarize the conference, along with responding in writing on the specific request(s) of the teacher. A copy of the summary and response by the Superintendent or his designee will be provided to the Board, with the Board retaining its prerogative to make all final decisions regarding class size issues. Any decision concerning class size issues will not be subject to challenge through the grievance procedure contained in this Agreement.

#### 9.07 Parental Complaints

Whenever a principal is knowledgeable of a complaint about a teacher, he/she will encourage the parent/guardian to put the complaint in writing, and schedule a conference with the involved teacher in an attempt to resolve the problem.

Should the school problem remain unresolved following the conference between parent/guardian and teacher, the principal shall schedule a meeting involving the parent/guardian, Building Principal and the teacher. In the event that such a meeting does not resolve the issue, the Building Principal shall request intervention by the Superintendent.

The Superintendent may choose to bring the matter before the School Board for resolution. In such case, final action on the matter shall be determined by the School Board.

#### 9.08 Lesson Plans

Lesson plans shall be accomplished at least two (2) days in advance, with the plans being acceptable to the principal in each building. Lesson plans will be available for review by the building principal. If a teacher is absent, it is his/her responsibility to be certain that the lesson plans are in a convenient location for the substitute teacher.

#### 9.09 Leaving Building During School Day

Teachers may leave their assigned buildings during non-teaching periods, upon securing permission of the building principal.

#### 9.10 Building Keys

Whenever a teacher would like to use specific facilities in their assigned building during non-attendance hours, advance permission shall be obtained from the building principal. When permission is granted, the principal shall provide the appropriate keys, with the affected teacher signing a form that they have received the keys and will return them by a specific date. It is understood that no District keys can be duplicated and the teacher is responsible for the cost of replacement if the keys are lost.

#### 9.11 Early Dismissal

The day before Thanksgiving, Christmas and Easter holidays teachers shall be dismissed one hour earlier than the normal dismissal time. If the holiday is preceded by a weekend, the early dismissal shall occur on Friday.

#### 9.12 Posting of Teacher Vacancies

The Superintendent's Office will post all known full-time vacancies covering teaching positions in each school building in the teachers' lounge and Central Office as they arise during the year. Normally, the posting period shall be five (5) working days. During the summer break, postings will be mailed to teachers who provide self-addressed stamped envelopes to the Superintendent's Office.

#### 9.13 Transfers

Decisions on transfers will be those which are not detrimental to the students, as determined by the Administration. Selection of the staff member will be based upon the following factors:

- a. Contribution which can be made to students;
- b. Compatibility with the teaching team;
- c. Opportunity for professional growth;
- d. Desire of staff member regarding assignment or transfer;
- e. Contribution which can be made to the overall educational program in the District;
- f. Recommendations of building administrators;
- g. Length of continuous service in the District.

#### 9.14 Involuntary Transfers

If a teacher is involuntarily transferred, he/she shall be informed of the reason in writing.

## ARTICLE X

### LEAVES

#### 10.01 General Sick Leave

##### 10.01.01 - Number of Days

A full time teacher shall have thirteen (13) sick days of sick leave each year. Unused sick days may accumulate up to 360 days. All current employees shall be notified in writing at the beginning of each school year the current number of sick days they have accumulated.

##### 10.01.02 - Definition of Sick Leave

Sick leave shall be interpreted to mean personal illness, pregnancy and related conditions, birth, adoption, quarantine at home, serious illness or death in the immediate family or household, or other health-related matters that must be pre-approved by the Superintendent or his designee. On "health-related" matters, a minimum deduction will be one-half day for doctor or dental appointments with the affected teacher teaching half of the day, if a substitute is hired. The minimum notice to the building principal of a doctor or dental appointment shall be two (2) school days in advance unless an emergency arises which prevents such advance notification. Leave for adoption may not exceed thirty (30) school days per adoption. Leaves for childbirth shall not exceed thirty (30) school days per birth, unless verified by a physician as medically necessary.

The School Board may require a physician's certificate as a basis for pay during leave after an absence of three days for personal illness. In cases of serious illness or death, "immediate family" shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians, daughters-in-law and sons-in-law.

##### 10.01.03 Sick Leave Bank

The following Sick Leave Bank Guidelines shall be followed:

1. All accumulated sick days and personal days for the participating employee must be exhausted before using the bank.
2. Employees receiving worker's compensation or disability payments are not eligible to use the sick leave bank.
3. The sick leave bank may only be used for the individual employee's catastrophic illness or catastrophic illness of a spouse or child of the employee.
4. The employee shall produce a doctor's certificate as proof of need.
5. The employee will be able to borrow a maximum of ten (10) days per year from the anticipated sick day accumulation total from the succeeding school year. The following provisions will govern the administration of the sick leave request:



- a. The maximum one can borrow is ten (10) days.
- b. The days borrowed are to be repaid from days accumulated at the end of the succeeding school year.
- c. Should the employee leave the District “owing” ten (10) or fewer days, the District shall withhold that amount from the final payment of that teacher’s paycheck.
- d. The amount to be deducted would be determined by taking the employee’s salary and dividing it by total school days in that school year.
- e. A Sick Leave Bank request form must be completed by the employee and signed by the Superintendent.

6. For a catastrophic illness with doctor’s certification, an employee may be absent the last period of the day without penalty of a half day sick or personal day, and the district will pay for an in-house substitute, if necessary, for a total of 20 times per school year.

#### 10.02 Personal Business Days

Personal business days are defined as being days in which an employee may be absent from work for whatever purpose desired.

A full time teacher will be granted three (3) days of personal business leave a year (a teacher with 20 years or more experience in this district will be granted a total of four (4) days of personal business leave a year) subject to the following conditions:

1. The days are non-cumulative from one year to the next year and may be taken in one-half day or full day increments.
2. Personal business days shall be requested at least two days in advance to the appropriate building principal in order to obtain a substitute unless it is an emergency situation.
3. Personal business days may be refused if more than 3 teachers per building request personal days and/or no substitute can be hired unless it is an emergency situation.
4. Except for teachers who are within four (4) years of being eligible to receive a retirement annuity, personal business days not used at the end of the school year may be accumulated as sick leave or may be paid as a bonus at the end of the school year at the substitute rate of pay. Teachers who are within four (4) years of being eligible to receive a retirement annuity shall only have the option of accumulating unused personal days as sick leave.

#### 10.03 Bereavement Leave

In the event of the death of a member of a teacher's immediate family, such teacher, with one (1) or more years of experience in the school district, shall be entitled to a maximum of four (4) days of absence each year without loss of pay, and without loss of personal or sick leave. If the

bereavement leave extends beyond the maximum allowable, the teacher shall be allowed to use accumulated sick leave days. "Immediate family" as defined for this section shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, daughters-in-law, sons-in-law, spouse's grandparents, aunts, uncles and legal guardians. The superintendent may consider and may approve requests for bereavement leave outside the stated definition of "immediate family".

#### 10.04 Professional Leave

The Administration shall have the discretion to approve or disapprove up to two (2) days a year for attendance at professional conferences that relate to the current assignment of teachers as may be financially feasible. Every reasonable effort shall be made to have all written requests into the Superintendent at least thirty (30) calendar days in advance of the conference date, but no later than ten (10) days, to be considered. If approved, expenses shall be paid in accordance with Board policy. The above rules may be waived at the Superintendent's discretion on a case-by-case basis without establishing a precedent.

#### 10.05 Jury Leave

No teacher shall suffer loss of pay or benefits due to loss time at work caused by serving on a jury, but shall turn over jury pay, except transportation reimbursement, to the district. It is the responsibility of the teacher to notify his/her building principal at least two (2) weeks in advance of such leave so a qualified substitute can be retained for the anticipated days of absence.

If jury service ends by noon on a given day, then the affected teacher is expected to call his/her principal to find out if it is necessary to return to school.

#### 10.06 Pregnancy-Related Disability Leave

Any certified employee who becomes pregnant shall receive, upon written request, a pregnancy-related disability leave of absence subject to the following conditions as outlined in the School Code:

- a. The employee's seniority is not affected by the pregnancy related disability leave during the period of time mentioned above. For probationary employees, however, disability leave in excess of accumulated sick leave may result in a loss of probationary service credit relating to accruing time toward tenure status if the length of the leave prevents a minimum employment period of seven (7) months and/or the evaluation process for a probationary employee cannot be adequately completed, as determined by the Superintendent. The final decisions governing the granting of probationary years of credit and tenured status will be determined by the Board upon recommendation of the Superintendent.

- b. The pregnancy-related disability leave shall be for a period of time as certified by the employee's doctor.
- c. Employees may use accumulated sick leave during the period of pregnancy-related disability.

#### General Conditions Affecting Pregnancy-Related Disability Leave

Notification by the employee of her intent to return from a pregnancy-related disability leave must be according to the following timetable:

- a. Prior to taking the leave, the employee will inform the Superintendent or his/her designee as to her anticipated date to be physically able to return to work, as verified in writing by her physician, if a child care leave hasn't been requested.
- b. Confirmation of the actual date that a teacher is released by her physician to return to work must be provided to the Superintendent or his/her designee, in writing, prior to said date. Whenever possible, a five (5) working day notice of the specific date to return to work should be provided to the Superintendent or his/her designee so as to insure a continuity of instruction.
- c. Employees who are returning to work immediately following a pregnancy-related disability leave shall return to their regularly assigned position.

#### 10.07 Child Care Leave

A parental leave of absence without pay may be granted to tenured employees by the Board upon recommendation of the Superintendent.

Upon written request submitted to the Superintendent by a tenured teacher, at least three (3) months before the leave is to begin (unless exceptions herefrom are granted by the Superintendent), the Board will grant an unpaid child care leave for the remainder of the school year, subject to the following conditions:

- a. Child care leave applies to newborn babies or newly adopted children under the age of four years.

- b. The employee and the Superintendent or his/her designee shall agree upon a plan for the commencement and termination of the child care leave.

To assist in maintaining the continuity of the instructional program for students, a child care leave must terminate at the end of the first semester (approximately January 30) or at the beginning of the school year. Employees are encouraged to return from a child care leave at the beginning of the school year.

- c. Sick leave is not available for use during a child care leave.
- d. Salary, all fringe benefits and accumulation of seniority cease at the commencement of the child care leave; however, insurance coverage may be kept in effect by the employee during the term of the child care leave, so long as the employee makes the required monthly premium payments to the District during the leave period. The employee shall notify the Superintendent or his/her designee in writing of her election to continue insurance, at her own expense, at least thirty (30) days before the child care leave begins.
- e. Advancement on the salary schedule will be allowed according to the following:
  - 1. If a teacher works 91 or more days of the school year, that full year will be allowed on the schedule.
  - 2. If a teacher works less than 91 days of a school year, no advancement on the schedule will be allowed.
- f. Upon written request of the employee a child care leave may be terminated by the Board prior to its expiration date provided:
  - 1. A vacant position is available for which the employee is qualified, as determined by the Superintendent.
  - 2. The employee's doctor supplies a written medical report stating that in the doctor's judgment the employee is physically and emotionally able to

resume regular duties.

- g. At the termination of any child care leave, an employee must return to full-time employment for a period of at least one full school year before an additional child care leave request may be approved.

#### General Conditions Affecting Child Care Leave

- a. If an employee intends to return for the beginning of the second semester of a school year, written notification shall be made by the employee to the Superintendent or his/her designee by October 31 of the same school year.
- b. If an employee intends to return for the beginning of the first semester of a school year, written notification shall be made by the employee to the Superintendent or his/her designee by March 1 of the same calendar year.
- c. An employee granted a child care leave shall be entitled to a teaching position for which he/she is qualified and certified, upon his/her return from said leave.
- d. Failure of an employee to notify the Superintendent or his/her designee of her intent to return according to the provisions of this section shall be considered as a resignation.

#### Unpaid General Leaves of Absences

- a. The Board may grant leaves of absence to tenured teachers for other purposes which it deems to be of benefit to the School district. Such leaves will be without pay or Board paid benefits, and will not exceed the balance of the current school year. The Board retains the prerogative to approve or disapprove any request with "approval" or "disapproval" not establishing a precedent for subsequent requests.
- b. Teachers on approved leaves may participate in available insurance programs, but at their own expense. Teachers on such leave shall retain previously accumulated sick leave and salary schedule position, but shall not advance one additional year on the salary schedule upon returning.

Teachers shall also be frozen on the seniority list for the year they have been on leave. On or before February 1 of the year the leave is in effect, the teacher shall give written notice of intent to return at the beginning of the following year. Notice shall be sent to the Superintendent. In the event teacher fails to notify the Superintendent in writing by the deadline date, a resignation shall become automatic.

#### 10.08 - Resignation Penalty

If a teacher resigns during the school year for other than extenuating circumstances beyond the teacher's control, the teacher will be penalized four percent (4%) of his/her annual salary. Said penalty shall be deducted from his/her final paycheck.

## ARTICLE XI

### COMPENSATION AND BENEFITS

#### 11.01 Salary

Teachers shall be paid in accordance with the salary schedule attached hereto as Appendix A. Teachers may elect to have their pay be electronic, direct deposit. Notification to the District shall be made by August 1<sup>st</sup> each school year.

FY 17 increase of 1% plus step from FY 16 in Appendix A

In no event will a teacher receive an increase in total, reportable TRS creditable earnings in excess of six percent (6%) of the prior year's total, reportable TRS creditable earnings, unless any of the statutory exceptions enacted by P.A. 94-1057 to the Illinois Pension Code apply. The District shall have the option of delaying any payment representing extra-duty or extra-curricular compensation until June 1<sup>st</sup> of the school year for employees subject to this subsection.

In addition to the teachers' salary, the board shall shelter to the extent allowed by law partial payments that the teachers must make to the State of Illinois Teachers' Retirement System (hereinafter "TRS"), as well as to the teachers' Illinois Teacher Health Insurance Security Fund (hereinafter "THIS"). The board shall contribute on behalf of each teacher 9% of the teachers' creditable compensation to TRS and 1.12% of the teachers' creditable compensation to THIS. These contributions are to be paid directly by the board to TRS and THIS on the teachers' behalf, and are being paid in lieu of and in satisfaction of the teachers' required contributions to TRS and THIS pursuant to Section 414(h)(2) of the Internal Revenue Code, 26 U.S.C.A. §414(h)(2). The parties acknowledge that the teachers do not have the option of choosing to receive the contributed amounts directly, except as they might become available from TRS upon retirement or resignation; and that such contributions are made as a condition of employment to secure the teachers' future services, knowledge and experience.

If during the term of this Agreement the Illinois General Assembly or the Teachers' Retirement System increases the teachers' contribution rate for either TRS or THIS, the Union may request, in writing, to re-open the Collective Bargaining Agreement for the express limited purpose of negotiating what, if any, increase to the amount the Board of Education will contribute on the teachers' behalf. The "no-strike" provision of this Agreement will remain in full force and effect for the duration of the current contract.

Teachers shall be paid on the 16<sup>th</sup> of each month. If the 16<sup>th</sup> falls on a holiday or weekend, checks shall be distributed on the last prior day that school is in session.

#### 11.02 Co-Curricular Stipends

Teachers shall be paid in accordance with the extra duty schedule attached hereto as Appendix B. Co-Curricular stipends shall receive a 3% increase.

#### 11.03 Major Medical Insurance

The District shall provide a major medical insurance plan for full-time teachers. The Board shall pay:

##### Health Benefits

Platinum (Plan A) Monthly Single Premium/Portion  
Paid by Board FY 17 \$521\*

Gold (Plan B) Monthly Single Premium/Portion  
Paid by Board FY 17 \$521\*

Silver (Plan C) Monthly Single Premium/Portion Paid by Board  
FY 17 \$521\*

Bronze (Plan HDHP) FY17 \$518\*

\*Includes Vision & Dental, if chosen by the employee

\$100.00 Cash Option each month for employees not enrolled in the insurance plan. Also, vision and dental insurance for employees not enrolled in the insurance plan will be offered by the board, if chosen by the employee.

The cash option is subject to all required withholdings and will be included in the regular monthly paycheck.

Teachers enrolling in the plan have an option to include their family in the plan, but must pay the entire additional cost via payroll deduction.

The Board shall select the plan.

#### 11.04 Internal Substitutes

Teachers shall be compensated at the rate of \$15.00 per preparation period when they substitute. A time sheet must be completed and turned into the Office immediately after each internal substitute assignment.

#### 11.05 Term Life Insurance



The District shall provide each full-time teacher with a \$10,000 term life insurance policy.

#### 11.06 Mileage

Teachers who are required to use their own vehicle in their performance of duties outside of Fairfield shall be reimbursed for all such travel at the IRS rate in effect at the beginning of each school year in accordance with District procedures.

#### 11.07 Pro-Rata Payments Where Appropriate

Teachers who work less than full-time shall receive their benefits and salary on a pro-rata basis.

#### 11.08 Retirement Incentive

The Board of Education shall provide a retirement incentive for certified employees subject to the following conditions:

##### A. Qualifications

1. At the date of actual retirement, the teacher must be at least sixty (60) years of age or be at least fifty-five (55) years of age and have at least thirty-five (35) or more years of creditable teaching service as determined by the Teachers Retirement System (TRS), with at least fifteen (15) of those years being full-time with Fairfield Public School District 112 and must otherwise be considered eligible by TRS to retire without penalty to the teacher and the School District.
2. The teacher shall submit to the Board of Education an irrevocable letter of retirement/resignation by August 1st of the year that the payments under this section shall go into effect. If August 1st falls on a weekend, then the letter is due the following business day the District office is opened.

##### B. Retirement Benefits

Upon receipt of a teacher's irrevocable notice of intent to retire, the Board of Education shall remove the teacher from the teachers' salary schedule (Appendix A) and grant the teacher a 6% salary increase each year on total reportable creditable earnings, up to a maximum of four years, as specified in the irrevocable letter of intent to retire subject to the following conditions:

- 1) The teacher shall have tendered to the Board a binding, irrevocable letter of retirement/resignation by August 1<sup>st</sup>. The teacher's letter may be given up to four (4) years prior to retirement. The pre-retirement period may be from one (1) to four years in length depending upon the date of the letter of resignation and is received by the Board and the specified date of retirement.
- 2) The pre-retirement salary from one to four years will be a maximum 6% increase each year in total reportable creditable earnings.

In no event shall the pre-retirement salary cause an increase in the teacher's total reportable creditable earnings of more than six-percent (6%) than the previous year's total reportable creditable earnings during the designated pre-retirement period.

3) If a teacher has an extra duty obligation at the commencement of the pre-retirement incentive program and ceases to perform those services during the pre-retirement incentive program period, the calculation of the teacher's six percent (6%) increase shall be reduced by the amount of the extra duty compensation.

Example: The teacher's creditable earnings for the 2007-08 school year were \$40,000. The teacher's first year pre-retirement creditable earnings will be \$42,400 ( $\$40,000 \times 1.06 = \$42,400$ ). The teacher's second year creditable earnings will be \$44,944 ( $\$42,400 \times 1.06 = \$44,944$ ). The teacher ceases to perform an extra duty assignment in his or her final year of employment for which he or she would have been paid \$2,000. The teacher's final year creditable earnings will be \$45,520 ( $\$44,944 - \$2,000 \times 1.06 = \$45,520$ ).

Any pre-retirement incentive/salary set forth in this policy shall cease to be available to employees if any law is passed or regulation adopted which would require the Board to pay a penalty or any other type of payment to any instrumentality of state government as a result of the award of such incentive, and the parties shall meet to discuss alternatives so as to retain as much of the intended benefit as practicable at not more than the Board's anticipated costs.

If a teacher fails to complete the pre-retirement period, leaves the District prior to the designated retirement date or otherwise retires under the statutory Early Retirement Option causing the District to have to pay a penalty or other monies constituting a surcharge to the Teachers' Retirement System, the District shall be entitled to damages for breach of contract against the Teacher in an amount equal to the pre-retirement salary payment received by Teacher, including tax and retirement withholdings. Upon complete reimbursement, the teacher shall be entitled to any general wage increase, which would have been applicable during the pre-retirement period.

In no event will a teacher who is within four (4) years of retirement eligibility receive an increase in total, reportable TRS creditable earnings in excess of six percent (6%) of the prior year's total, reportable TRS creditable earnings, unless any of the statutory exceptions enacted by P.A. 94-1057 to the Illinois Pension Code apply. The District shall have the option of delaying any payment representing extra-duty or extra-curricular compensation until June 1<sup>st</sup> of the school year for employees subject to this subsection.

The District may, in its sole discretion, limit the number of teachers who retire under the statutory Early Retirement Option in any year to 10% of those teachers who are eligible for the Early Retirement Option. In the event of any limitation upon the statutory Early Retirement Option, the teacher with the greatest District seniority shall have the participation option.

#### 11.09 Attendance Incentive

Teachers who use only one (1) sick day per school year shall receive \$200 additional purchase order money to be used for classroom supplies. Teachers who use only two (2) sick days per school year

shall receive \$100 additional purchase order money to be used for classroom supplies. For purpose of this section, a sick day may be either a full day or two half days taken during the school year. Professional workshop days, bereavement days and/or personal days shall not count against this attendance incentive.

## ARTICLE XII

### EFFECT AND DURATION OF AGREEMENT

#### 12.01 Period Covered - Term of Agreement

This Agreement shall be in effect on July 1, 2016, and shall continue in full force and effect until June 30, 2017.

#### 12.02 Content of Agreement

The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the Union and the Board.

#### 12.03 Changes

The terms and conditions of this Agreement may be altered, changed, added to, deleted from, or modified only through the written voluntary mutual consent of the parties.

#### 12.04 Severability

If any section, paragraph, sentence or clause of this Agreement is subsequently declared to be unconstitutional or illegal by the proper legislative or judicial authority, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE XIII

ACCEPTANCE OF AGREEMENT

This Agreement is signed this \_\_\_\_\_ day of August, 2016.

IN WITNESS WHEREOF:

Fairfield Federation of Teachers  
Local No. 4761, Illinois Federation  
of Teachers, AFL-CIO

Board of Education  
Fairfield Public School District #112  
Wayne County, Illinois

\_\_\_\_\_  
Co-President

\_\_\_\_\_  
President

\_\_\_\_\_  
Co-President

\_\_\_\_\_  
Secretary

APPENDIX A  
Fairfield Public School District #112  
Certified Salary Schedule  
2016-2017

<u>Step</u>	<u>BA</u>	<u>BA+TRS</u>	<u>BA+16</u>	<u>BA+16 + TRS</u>	<u>MA</u>	<u>MA+TRS</u>	<u>MA+16</u>	<u>MA+16 + TRS</u>
1	33,037	36,304.39	35,023	38,486.81	37,015	40,675.82	38,617	42,436.26
2	33,953	37,310.99	35,942	39,496.70	37,931	41,682.41	39,522	43,430.77
3	34,867	38,315.38	36,854	40,498.90	38,844	42,685.71	40,428	44,426.37
4	35,783	39,321.97	37,775	41,510.99	39,760	43,692.30	41,334	45,421.97
5	36,698	40,327.47	38,687	42,513.18	40,675	44,697.80	42,240	46,417.58
6	37,611	41,330.77	39,601	43,517.58	41,589	45,702.19	43,144	47,410.98
7	38,526	42,336.26	40,516	44,523.07	42,506	46,709.89	44,053	48,409.89
8	39,442	43,342.85	41,430	45,527.47	43,417	47,710.98	44,956	49,402.19
9	40,361	44,352.74	42,347	46,535.16	44,335	48,719.78	45,864	50,400.00
10	41,272	45,353.84	43,262	47,540.66	45,247	49,721.97	46,767	51,392.30
11	42,186	46,358.24	44,174	48,542.85	46,193	50,761.53	47,951	52,693.40
12	43,101	47,363.73	45,090	49,549.25	47,079	51,735.16	48,581	53,385.71
13	44,015	48,368.13	46,001	50,550.54	47,993	52,739.56	49,486	54,380.21
14	44,929	49,372.52	46,921	51,561.53	48,907	53,743.95	50,391	55,374.72
15	45,845	50,379.12	47,835	52,565.93	49,823	54,750.54	51,299	56,372.52
16	46,762	51,386.81	48,749	53,570.32	50,735	55,752.74	52,202	57,364.83
17	47,673	52,387.91	49,661	54,572.52	51,651	56,759.34	53,108	58,360.43
18	48,589	53,394.50	50,577	55,579.12	52,564	57,762.63	54,012	59,353.84
19	49,507	54,403.29	51,493	56,585.71	53,485	58,774.72	54,923	60,354.94
20	50,418	55,404.39	52,408	57,591.20	54,400	59,780.21	55,830	61,351.64
21	51,334	56,410.98	53,322	58,595.60	55,309	60,779.12	56,730	62,340.65
22	52,248	57,415.38	54,238	59,602.19	56,226	61,786.81	57,637	63,337.36
23	53,160	58,417.58	55,150	60,604.39	57,142	62,793.40	58,545	64,335.16
24	54,613	60,014.28	56,064	61,608.79	58,051	63,792.30	59,352	65,221.97
25	55,526	61,017.58	56,980	62,615.38	58,973	64,805.49	60,357	66,326.37
26	56,430	62,010.98	58,402	64,178.02	59,885	65,807.69	61,261	67,319.77
27	57,334	63,004.39	59,306	65,171.42	60,799	66,812.08	62,165	68,313.18
28	58,238	63,997.80	60,210	66,164.83	61,714	67,817.58	63,071	69,308.78
29	59,142	64,991.20	61,114	67,158.24	63,472	69,749.44	64,812	71,221.97
30	60,046	65,984.61	62,018	68,151.64	64,813	71,223.07	66,140	72,681.31

## APPENDIX B

<u>Co-Curricular Stipends</u>	<u>2016-17</u>
Athletic Director	4,117
8 <sup>th</sup> Grade Boys' Basketball	3,499
8 <sup>th</sup> Grade Girls' Basketball	3,499
7 <sup>th</sup> Grade Boys' Basketball	2,678
7 <sup>th</sup> Grade Girls' Basketball	2,678
5 <sup>th</sup> /6 <sup>th</sup> Grade Boys' Basketball	1,943
5 <sup>th</sup> /6 <sup>th</sup> Grade Girls' Basketball	1,943
Boys' Baseball	1,648
Boys' Baseball Asst.	904
Girls' Softball	1,648
Girls' Softball Asst.	904
Boys' Track	1,648
Girls' Track	1,648
Volleyball	1,648
Volleyball Asst.	904
Cheerleading	1,765
Summer Band	3,686
Scholastic Bowl	1,648
Beta Club Sponsors	437
	437
	437
Young Astronauts	437
Ballgame Supervision	20.12
Bell Choir Stipend	1,591
Gifted	274
	274
	274
Cross Country	1,359
 TOTALS	 43,947.56

Board reserves the right not to fund the above positions.