AGREEMENT BETWEEN THE
CITY OF LAKE FOREST
BOARD OF EDUCATION
SCHOOL DISTRICT 67

and

LAKE FOREST EDUCATION ASSOCIATION, IEA/NEA

2009-2012

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PREAMBLE

This AGREEMENT is entered into this 17th day of November, 2009, by and between the CITY OF LAKE FOREST BOARD OF EDUCATION, SCHOOL DISTRICT NO. 67 (hereinafter referred to as the "Board") and the LAKE FOREST EDUCATION ASSOCIATION, an affiliate of the IEA/NEA (hereinafter referred to as the "Association"), and applies only to said parties.

It is the collective aim of the parties involved to provide educational programs and services of the highest quality; to pursue educational goals consistent with the needs of the students and the expectations of the community; to create an educational climate which promotes and recognizes professionalism; to pursue excellence in all phases of the school district's operation; to create a teacher-administrator-Board relationship which is based upon mutual respect, mutual understanding and mutual trust; and, where appropriate in the context of the parties' collective bargaining relationship, to work collaboratively in the resolution of problems perceived, and in the formulation of strategies intended to shape the school district's future.

The collective purpose of the Lake Forest Education Association, the Board of Education, and the District 67 administration is the creation and nurturing of an academic community which:

- Is learner centered and views all involved in the educational process as learners
- Encourages and engenders a true interest and involvement in curriculum, in teaching methodology, and in the student learning process
- Permits and fosters dialogue among teachers, administrators and Board members, sharing of ideas, experiences and methods of interpreting our goals and actions to parents and the community
- Supports interaction and collaboration among those involved in the teaching process
  - -- Within each faculty both within and across grade levels
  - -- Between and among schools at the same grade level
  - -- Between schools encompassing different grade levels (e.g., K-4, 5-8)
- Values and provides for an ongoing program of staff development
- Promotes personal academic advancement

- Fosters and promotes professionalism
- Permits purposeful innovation
- Values and supports its members
- Encourages academic collegiality and promotes mutual trust among teachers, administrators, and Board members.

Accordingly, it is the intent and purpose of this Agreement to set forth the parties' entire agreement with respect to the rates of pay, fringe benefits, and other conditions of employment that will be in effect during the term of this Agreement for employees covered by this Agreement; to prevent interruptions of work and interference with the operations of the District's schools; to maintain the highest standards of personal and professional integrity and conduct at all times; and to provide procedures for the prompt and peaceful adjustment of grievances as provided herein.

NOW, THEREFORE, the parties agree with each other as follows:

ARTICLE I

RECOGNITION

1.1 Recognition

The Board recognizes the Association as the sole and exclusive bargaining representative for all full-time and part-time certificated personnel, including all certificated teachers, nurses, social workers, therapists, psychologists, media center assistants, and teacher assistants (including non-certificated teacher assistants) but specifically excluding all non-certificated personnel (excepting only non-certificated teacher assistants), central office administrators, principals, assistant and associate principals, director of media services, coordinating teachers, administrators for media and technology, media center clerks, substitute teachers, and all managerial, supervisory, confidential, and short-term employees, as defined by the Illinois Educational Labor Relations Act, as amended.

The term "employee," unless the context clearly requires otherwise, shall refer to any person who is included in the foregoing bargaining unit represented by the Association. The term "teacher" shall refer to only those bargaining unit members whose position statutorily requires that they be certificated. The term "media center assistants "shall refer to only those bargaining unit members who, while certificated, are not statutorily required to be certificated and are employed as either media center assistants. The term "teacher assistants" shall refer to only those bargaining unit members who, regardless of whether or not they are certificated, are not statutorily required to be certificated and are employed as teacher assistants.

1.2 Association's Exclusive Bargaining Rights

Unless otherwise specifically provided herein, the Board agrees not to negotiate over any mandatory subject of bargaining with any teacher individually, any group of teachers, or teachers' organization other than the Association.

1.3 Negotiating Procedure

If the assistance of a mediator is requested by either party in the negotiations for a successor agreement, both parties agree to utilize the services of the Federal Mediation and Conciliation Service (FMCS). Unless otherwise agreed by the parties, the parties agree to adhere to the negotiation and impasse procedures set forth in the Illinois Educational Labor Relations Act and the applicable rules and regulations of the Illinois Educational Labor Relations Board (IELRB), with the understanding that the determination of whether such procedures have been complied with shall be made solely in accordance with the provisions of the Illinois Educational Labor Relations Act.

ARTICLE II

TEACHER RIGHTS

2.1 Non-Discrimination

Neither the Board nor the Association shall discriminate against employees because of membership or non-membership in the Association or because of participation or non-participation in Association activities.

2.2 Teacher Discipline

Teacher discipline, not including oral reprimands, shall be for just cause. It is specifically agreed that this section shall not apply to a decision by the Board to terminate a teacher or to not renew the contract of a teacher; such decisions shall not be subject to the grievance and arbitration provisions of this Agreement. Teacher evaluations and ratings shall not be construed as discipline covered by this Section. Anonymous complaints which have not been substantiated shall not be the basis for discipline.

2.3 Right to Representative

If an employee is required to attend a conference at which it is contemplated that disciplinary action against the employee will be taken, the employee shall be advised in advance and the employee shall have the right to be accompanied at such conference by a representative of the Association.

This procedure shall not apply to meetings and conferences held between administrators and employees pursuant to the applicable evaluation process and procedures, except where the purpose of the meetings and conferences is to notify the employee that he/she will receive a final summative rating of unsatisfactory pursuant to the applicable evaluation policy.

2.4 Personnel File

The Board shall maintain only one official personnel file which shall be in the Board office. Effective immediately after the date this Agreement is ratified by both parties, the employee shall be provided with a copy of any material placed in his/her personnel file at the time of inclusion and the employee shall acknowledge in writing the receipt of any evaluative material that is being placed in his/her official personnel file. The employee shall have the right to respond in writing within thirty (30) employee working days (excluding summer school) after an employee receives the material and any such response shall be attached to the material. All evaluative material relating to an employee's employment shall be placed in the file. Each employee shall have the right, upon request, to review the contents of his/her personnel file. A representative of the Association may accompany the employee in this review.

Substantiated anonymous complaints shall be placed in the employee's personnel file upon substantiation and the employee shall be simultaneously provided with a copy of the material that is placed in the file. Unsubstantiated anonymous complaints shall not be used for disciplinary action, and no record of such complaints will be placed in the employee's personnel file.

Any material which may be used for disciplinary action shall be placed in the personnel file within forty-five (45) calendar days after the administration obtains knowledge of the matter unless the Board reasonably needs more time to complete its investigation. If the same type of conduct which resulted in an informal warning which was not placed in the employee's personnel file reoccurs within one (1) calendar year, it may be referenced in taking action on a new incident involving the same type of conduct.

2.5 Voluntary Payroll Deductions

The Board shall provide payroll deductions for insurance, tax sheltered annuities jointly designated by the Board and the Association, United Way, one credit union designated by the Association, and other voluntary type deductions authorized by the Board for District employees generally.

2.6 Complaints Against an Employee

Any serious and substantive complaints which may reasonably be anticipated to affect the parent/employee and/or student/employee relationship shall be made known to the teacher within a reasonable amount of time from receipt of the complaint. The identity of the person(s) making the complaint shall be made known to an employee upon his/her request if the complainant(s) agrees that his/her identity may be made known to the employee.

The person(s) making the complaint will be encouraged to deal directly with an employee(s) against whom the complaint is directed. If requested by an employee or the administrator, an employee/administrator conference shall be held. By agreement of the administrator and the employee, the complainant(s) will be invited to the conference.

The administrator shall seek to provide counsel to both the complainant(s) and an employee in finding a solution to the problem which created the complaint. Complaints not substantiated shall not be the basis of any disciplinary action against an employee nor the basis for comments on an employee's evaluation.

All complaints shall be handled consistent with Sections 2.3 and 2.4 of this Agreement.

2.7 Assistance and Control of Students/Parents

The Board shall support and assist teachers with respect to the maintenance of control and discipline of students in the teacher's assigned work area.

The Board shall maintain adopted policies for "Conduct on School Property", "Parental Involvement" and "Visitors to the School". (See Appendix F.) Said policies will be made available to parents and staff. Should the Board make changes to said policies, the Association shall be informed and given the opportunity for input.

If a teacher is not satisfied that these policies have been followed, the teacher may request a meeting with the principal. The principal shall then notify the building representatives and the president of LFEA. A meeting shall be held with the principal, teacher and association representative.

If the teacher or the Association is not satisfied with the result(s) of this meeting, the teacher or the Association may request a meeting with the superintendent. The superintendent shall notify the teacher, building representatives and president of the Association. A meeting shall be held with the superintendent, teacher and Association representative. The superintendent shall notify the teacher, the Association and the Board of Education of his/her findings. The Association president or designee shall attend the portion of the executive session of the Board of Education meeting wherein the superintendent shall present those findings.

Only violation of the process can be grieved. The substance of the final report is not grievable.

ARTICLE III

WORKING CONDITIONS

3.1 Normal Work Day

The normal work day for full-time employees shall consist of seven and one-half (7.5) hours including preparation time and the duty free lunch period. No teacher's work day shall begin before 7:30 a.m. or end later than 4:30 p.m., excluding extracurricular activities. If a School Council decides to alter the normal work day, it can do so as long as the modification results in no more than thirty-seven and one-half (37.5) hours worked per week. Such modification does not require the approval of the Oversight Committee, but the Oversight Committee must be notified of the modification.

Notwithstanding the foregoing, a teacher may request that his or her starting and ending times be changed. If the appropriate administrator determines that the requested change will not affect the teacher's workload and will not be detrimental to the educational program, the administrator may grant the teacher's request for a specified period of time, which may be extended by mutual agreement of both the teacher and administrator. The administrator agreeing to a change, or any extension of any change, in starting and ending times will notify the Superintendent and Association.

A teacher may request to be absent for a short period of time (i.e., two hours or less) if he/she identifies another qualified teacher who is willing to substitute for him or her without additional compensation. A teacher whose assignment does not require a substitute (e.g., resource teachers, psychologists, reading specialists, and social workers) may also request to be absent for a short period of time. Any such request will be subject to the approval or disapproval of the teacher's principal. It is the intent of the parties that this provision should only be used to cover an absence that realistically cannot be done after the normal work day, on the weekend, or when school is not in session.

3.2 Work Year

The school year calendar shall be 185 days. The teacher work year shall consist of 176 pupil attendance days, four (4) days for institutes or other purposes, and five (5) emergency days. Unused emergency days shall not become teacher work days. The proposed school calendar shall be submitted to the President of the Association or his/her designees for comments and/or suggestions prior to its finalization by the Board. In addition to the days set forth above, newly employed teachers may be required to attend orientation activities a maximum of three (3) days prior to the first Institute day.

By mutual agreement of the Board and the Association, the Board may add up to an additional (5) employment days to be used for additional pupil attendance days and/or professional development days. If the Board decides to add any such additional employment day(s), each such additional employment day shall be compensated on the

basis of 1/185th of the teacher's base salary for the year in question. Notice of the intention to extend the year will be given by June 1 of the preceding year.

3.3 Duty-Free Lunch Period

Every teacher shall be allowed a duty-free lunch period inclusive of the recess following the students' lunch in accordance with Section 24-9 of the School Code. With prior notification, teachers may leave the building during the duty free lunch period.

3.4 Planning and Preparation Time

The Board shall provide full-time teachers time scheduled free of assigned class instruction or study hall supervision for the purpose of planning and preparation in an amount equivalent to twenty (20%) of the students' day, exclusive of the lunch/recess period, averaged over the course of the week. The Board shall endeavor to provide approximately equivalent amounts of time for planning and preparation for full-time teachers at each grade. Time periods of less than fifteen (15) minutes shall not be counted in calculating whether the planning time percentage has been met with the exception of the ten (10) minutes at the beginning and the end of the day.

Full-time certificated personnel who do not have specific teaching assignments shall be provided the equivalent of twenty percent (20%) of the students' day exclusive of the lunch/recess period, averaged over the course of each week, for the purpose of writing reports, meeting with other staff members, and similar planning and preparation activities appropriate to their assigned duties and responsibilities.

Part-time teachers shall also have planning and preparation time calculated on the basis of twenty percent (20%) of that part-time teacher’s student contact time.

All **K-1** general education teachers shall have a daily, uninterrupted continuous block of thirty (30) minutes of planning and preparation time to use as they see fit.

Except as otherwise provided in the Agreement, time between the beginning of the teacher work day and the beginning of the student day, and the time between the end of the student day and teacher work day, shall be used for non-supervisory duties, such as parent contact and student contact as determined by the teacher. Such time shall not be calculated as being part of the minimum required planning and preparation time.

3.5 Traveling Teachers

Traveling teachers shall be provided with preparation time and lunch periods in accordance with Section 3.3 and 3.4 above and traveling time shall be scheduled so as not to infringe on either.

3.6 Staff Meetings

Meetings shall be called by Principals, Department Heads, Team Leaders, and/or any other individual with instructional leadership responsibilities. Meetings shall be meaningful and reasonable in length of time. Meetings shall include an agenda prepared and distributed in advance.

Meetings in general shall be collaborative in nature and oriented toward problem solving. Action items will be noted on the agenda. A system of training will be provided on meeting process and protocol for each individual.

This Section shall not be applicable to meetings between administrators and individual employees.

3.7 Committee Meetings

Employee participation on building and District-wide committees which meet outside the normal work day shall be voluntary. When committee membership is established and before committee activities commence, expectations and intended outcomes will be established and employees will participate in the development of parameters for their work (i.e., meeting schedule, process steps/sequence, completion dates).

3.8 Notification of Outside Resources in the Classroom

Teachers shall be consulted prior to the assignment of non-employee resource personnel to their classrooms and shall have an opportunity to influence how and when such resources are employed.

3.9 Curriculum Coordinating Committee

A Curriculum Coordinating Committee composed of six (6) teachers to be chosen by the Association, three (3) administrators, and three (3) parent representatives shall be established to consider plans for curriculum review/evaluation, to receive input regarding curriculum related matters, and to serve in an advisory capacity to the Board and administration.

3.10 Bus and Lunch Room Supervisory Duty

The assignment of teachers to bus and lunch room supervisory duties shall be voluntary. If there are an insufficient number of volunteers, teachers may be assigned to bus and lunch room supervision. In the event assignments must be made, teachers, in collaboration with their principal, will create processes for assignment. All teachers assigned outside of designated work hours shall be paid in accordance with Appendix E.

3.11 Incidental Classroom Expenses

Each full-time teacher shall be reimbursed up to $50 per school year for the purchase of materials not provided through the District's regular supply process. Such materials shall be used to enhance the educational experience of his/her students. Requests for reimbursement shall be accompanied by a sales receipt

3.12 Professional Development

The parties agree that School District 67 is committed to a philosophy of professional development which focuses on improving the quality of education for all children. Our professional development program will support each staff member's professional growth plan based on goal setting, standards, feedback, utilization of the Academy, and annual teacher participation in professional development days. This program consists of three (3) distinct levels of implementation: an induction level for non-tenured teachers, a professional growth level for tenured teachers, and a teacher assistance level for tenured teachers who need a more formal professional growth plan

A. The professional development plan shall include the following components:

1. Based on goal setting
2. Alignment with national and state standards
3. Focus on subject area and instructional practices
4. Ongoing feedback through a variety of feedback mechanisms
5. Focus on student growth in subject areas
6. Will be modified to align with District goals and standards and school goals

B. This program would have three distinct levels of implementation:

1. Level I: An induction level for new teachers (non-tenured)
2. Level II: A professional growth level (for tenured teachers)
3. Level III: A teacher assistance level (for tenured teachers who need a more formal professional growth plan)

C. The components of each of these levels may include:

1. Level I: Probationary teachers based on new State regulations

   a. A goal setting process
   b. 3-4 observations per year
   c. A mentoring system
   d. Data collection (portfolio, student performance measures, artifacts, videos, etc.)
   e. Informal parent/student feedback (optional sharing with supervisor)

2. Level II: Tenured teachers

   a. Optional formal observations based on goal setting and in accordance with State requirements

   b. Goal setting with supervisor

      i. Define elements to be considered: standards, student data, etc.
      ii. Create format for individual program
      iii. Set timeline
      iv. Identify specific methods and strategies
      v. Identify resources and support
      vi. Indicators of progress (portfolio, student performance measures, artifacts, videos, etc.)
      vii. Create professional development plan which includes staff development*
      viii. Informal parent/student feedback (optional sharing with supervisor)

   c. An optional peer/clinical coaching plan

3. Level III: Teacher assistance program (tenured teachers only)

   a. Create placement procedures
   b. Identify expectations
   c. Conference and goal setting
   d. Set timeline
   e. Feedback and review
   f. Create a professional development plan*
   g. Summative evaluation including observation

*Staff development options may include:

- District in-service days
- pull-out training times during the year
- summer in-service opportunities
- Academy classes
- pursuit of degree program/college coursework

3.13 Teacher Evaluation

Individual teacher evaluations and subsequent ratings shall not be subject to the grievance procedure. The Procedural Guidelines governing the implementation of the evaluation program shall become an addendum to this Agreement. Formal Remediation Plans shall be pursuant to Article 24A of the Illinois School Code.

If it becomes necessary to change the District's Teacher Evaluation Plan in a substantive manner (i.e., changes in the definitions of ratings, changes in job description of a teacher, changes in evaluation forms or changes in remediation provisions), the Board and Association shall reconvene a joint committee composed of representatives selected by the Board and representatives selected by the Association to develop an evaluation program that will comply with Article 24A, Evaluation of Certified Employees, of the Illinois School Code and any rules adopted by the State Board of Education pursuant to this Article.

3.14 Class Size

The Board recognizes the effect class size has upon the instructional process and will endeavor to maintain class size at an appropriate level.

3.15 Teacher Load

Any proposed schedule revisions or other changes within the student or teacher day shall be addressed through a process which includes teacher participation and involvement. District-wide or school building based teams of teachers who are representative of those who may be affected by the changes shall be convened when scheduling changes are envisioned or required. The Association President shall be notified when scheduling changes are envisioned or required. When scheduling changes are envisioned or required in a school building, the teachers assigned to the building will select their representatives. When District-wide changes are envisioned or required, the Association shall select the representatives.

3.16 Professional Growth Funds

Monies for professional growth will be allocated to each building as part of a site's discretionary funds. Teachers in collaboration with their principal will create processes for the allocation of these monies.

3.17 Inclusion Advisory Committee

In consultation with the Association, the district shall maintain an Inclusion Advisory Committee consisting of the director of the department of pupil services, as many other administrators as the superintendent deems necessary, five special education teachers (one from each elementary building and one from each campus of DPM), and five general education teachers (similarly representative).

The purpose of the committee is to collaborate with the administration with respect to programs, policies and guidelines on inclusion with particular attention to: the level and consistency of support services in the classroom consonant with the needs of the students; monitoring the progress of the implementation of the programs, policies and guidelines at the building level; training programs available for teachers; and, monitoring classroom conditions where inclusion students are placed. If a teacher feels that she/he is unable to meet the needs of students adequately, that teacher may meet with the Inclusion Committee and the building administrator.

There is an understanding that members of the committee shall pursue further knowledge regarding inclusion and related topics.

Committee meetings shall be held monthly or as needed.

ARTICLE IV

ASSIGNMENTS, TRANSFERS AND VACANCIES

4.1 Notice of Assignment

Employees shall be notified of their assignment for the forthcoming school term no later than July 1st. No change in the employee's assignment will be made later than July 1st unless there are unexpected enrollment/personnel changes after July 1st.

4.2 Posting of Vacancies

1. When the District determines the existence of a vacancy, it will post a notice on the 'internal applicants' section of its online job application site and it will notify the staff of the posting by email on the same day. Job postings will include a job description/requirements of the position.

2. Three (3) work days after posting the vacancy on the internal site, it will be posted so that external candidates may also apply for it.

3. The job will remain posted for total of five work days prior to it being filled.

4.3 Voluntary Transfers

1. Any teacher may apply for a transfer to fill a specific vacancy which exists in the District. Application for such transfer shall be in writing using the internal transfer request form on the District's online job application site. Additionally, after January 15 of each year, teachers may express a general interest in being considered for a transfer should vacancies in the upcoming school year occur; general transfer requests shall be made using the online job application site.

2. All such requests for transfer shall be reviewed in consideration of the needs of the District and the interests and aspirations of the individual teacher. The Administration will consider requests for transfer and will have sole discretion in the granting of transfers.

3. Teachers interested in an intra-building reassignment shall be considered first. Unless the needs of the school preclude this, tenured teachers shall have preference over non-tenured teachers.

4. Teachers interested in an inter-school transfer will be considered second. Unless the needs of the school preclude this, tenured teachers shall have preference over non-tenured teachers.

5. The respective building principal shall review the requests for transfer and credentials of each candidate and will provide an interview to each. The principal shall recommend for appointment the candidate whom he/she feels is best qualified for the position in that school. Decisions that have been made shall be promptly communicated to those seeking transfers. Upon request, teachers who are denied transfers shall be provided, in writing, the reason(s) for denial.

4.4 Involuntary Transfers

Involuntary transfers of teachers shall be effected when the Superintendent determines it is necessary or desirable. In cases when an involuntary transfer is necessitated because of a surplus number of staff members, the teachers in the building shall be advised of the need for a reduction and shall be given an opportunity to request voluntary transfers. In the event that an adequate number of qualified volunteers are not obtained, the Administration shall implement the following procedure:

A. A written determination shall be made as to the needs of the building and/or District.

B. Each teacher's academic and professional qualifications shall be assessed by the administration in relation to the building/District needs.

C. After the administration has made a determination as to which teacher(s) shall be transferred, they shall notify the staff in the building of the decision made as soon as practical.

Any teacher who is involuntarily transferred may request a formal meeting with the appropriate administrator to explain the results of his/her assessment through the above procedure. The involuntarily transferred teacher may bring a representative to the meeting.

Any teacher who is involuntarily transferred shall be released by the Board from his/her contract or granted a leave of absence if she/he so requests in writing. A teacher who has been involuntarily transferred shall be given thorough consideration for any vacancy which may become available within one year of the involuntary transfer. Application for such vacant position must be made in writing using the transfer request form on the District’s online job application site and must specify the particular vacancy desired. Application for such vacant position must be made in writing to the Superintendent or his/her designee and must specify the particular vacancy desired. If the request for transfer to such vacant position is not granted, the teacher shall be notified. Upon the request of the teacher, reasons for the denial shall be given in writing. An involuntary transfer is a transfer from one building to another that is not requested by the teacher. Upon the written request of an involuntarily transferred teacher, the Superintendent or his/her designee will discuss the reasons for the transfer with that teacher. If the teacher thereafter contends that the reasons for the transfer were arbitrary or capricious, the teacher may file a written statement with the Board of Education about the transfer.

ARTICLE V

ASSOCIATION RIGHTS

5.1 Association Communications

The Association shall be permitted reasonable use of the inter/intra-school mail system and access to teachers' mailboxes for delivery of Association materials related to the Association's responsibilities as exclusive bargaining representative. In addition, the Association shall have access to the voice mail and e-mail system for the delivery of messages to the LFEA Executive Board members and for individual messages from one employee to another employee.

5.2 Use of District Facilities and Equipment

With the prior approval of the building principal or the Superintendent, the Association may use District equipment and facilities, provided such approval shall not be unreasonably withheld. Such use shall not take precedence over school needs and any materials used or other costs incurred shall be reimbursed by the Association if requested by the Board.

5.3 Bulletin Boards

The Association shall be provided reasonable bulletin board space on one bulletin board per school for the posting of official Association notices and materials. The privileges granted by this section shall not apply to notices or materials of a partisan-political nature.

5.4 Board Agenda

At the request of the Association, the Association shall be placed on the agenda of a regular Board meeting in accordance with the Board's policies and procedures in effect at the time this Agreement is ratified.

5.5 Notification of Board Meetings

The Board shall notify the Association in writing of all regular meetings and special meetings of the Board at the same time that the Board members are notified. The Board shall advise the Association of any cancellations or postponements of those meetings at the same time that the Board members are notified. In addition, the Board will provide the Association with a copy of the public agenda and the materials made available to the public with respect to such agenda. The Association shall provide the Board with the name of the individual to whom such notification, agenda and public materials are to be given.

5.6 Copies of Board Minutes

After minutes of Board meetings have been officially approved by the Board (excluding minutes of closed sessions of the Board), a copy of the approved minutes shall be placed in the mailbox of the Association President or his/her designee at the same time they are distributed/mailed to Board members. During the summer or when school is not in session for ten (10) days or longer, the minutes shall be mailed to the last known address of the Association President or his/her designee, at the same time they are distributed/mailed to Board members.

5.7 Staff Orientation

When requested by the Association President, the Association President shall be allowed to address the faculty at a mutually agreed to time on Institute Days when the entire faculty is assembled in the same place at the same time.

5.8 Access to Information

Upon reasonable request, the Board shall provide the Association with access to non-confidential materials which are reasonably related to the Association's status as the exclusive bargaining representative. The Association shall have the right to make copies of documents if no extra copies are available.

5.9 Visits by IEA Representatives

Non-employee representatives of the IEA shall be permitted access to school buildings for the purpose of representing employees covered by this Agreement, provided that such non-employee representatives shall notify the office upon arrival at the building. Any such visit shall be made in a manner so as to not disrupt the normal operation of the school or the instructional program.

5.10 Association Leave

A. The Association shall be allowed up to a total of six (6) days of non-accumulative leave in any school year.

B. The President of the Association shall be released from teaching duties, or his/her normal schedule, for a period of ninety minutes per week each week during the school term on a schedule to be determined by the President and the Principal of his/her building. He/She will be considered to be a full-time teacher of the District with respect to the Illinois State Teachers' Retirement System, all fringe benefits, tenure status, seniority and placement on the salary schedule. Infrequently, the President may need to leave the district buildings to conduct business.

The LFEA President shall have a space to use during the release time. The space will be private and/or in the President's building, if available. The space shall have a phone and internet capabilities.

C. An additional eight (8) days shall be available to the Association for employees to participate in Association related activities with the understanding that the cost of substitutes employed for such absence shall be borne by the Association.

5.11 Meeting Schedule for Superintendent and LFEA President

The Superintendent in cooperation with the LFEA President will create a mutually agreed upon meeting schedule.

5.12 Association Meetings

The Association shall be allowed to conduct a monthly business meeting at the end of the work day. The Association President shall provide the Superintendent by March 1 for the following school year with a list of the dates of said meetings. Absent emergency circumstances, no other meetings or conferences which would require attendance of employees will be scheduled by the Board during this time.

5.13 Dues Check off and Indemnification

The Board will, upon receipt of written authorizations from individual bargaining unit members, deduct from the salaries of said employees the annual membership dues of the Lake Forest Education Association and its affiliated organizations and such written authorizations shall continue in effect unless revoked in writing. All membership dues thus deducted by the Board shall be transmitted to the individual designated by the Association within two (2) weeks after the deductions are made.

The Association shall indemnify and hold harmless the Board, its elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the Board for the purpose of complying with the provisions of this Article.

5.14 Fair Share

During the term of this Agreement, employees who are not members of the Association shall, commencing thirty (30) days after their employment or thirty (30) days after the effective date of this Agreement, whichever is later, pay a fair share fee to the Association for collective bargaining and contract administration services rendered by the Association as the exclusive representative of the employees covered by said Agreement, provided fair share fee shall not exceed the dues attributable to being a member of the Lake Forest Education Association (including the Illinois Education Association and the National Education Association). Such fair share fees shall be deducted by the Board from the earnings of non-members and remitted to the Association. The Association shall annually submit to the Board a list of the employees covered by this Agreement who are not members of the Association and a statement of the amount of the fair share fee. The amount of the fair share fee shall not include any contributions related to the election or support of any candidate for political office or for any member only benefit.

The Association agrees to assume full responsibility to insure full compliance with the requirements laid down by the United States Supreme Court in such cases as Chicago Teachers Union v. Hudson, 105 U.S. 1066 (1986), with respect to the constitutional rights of fair share fee payers. It is specifically agreed that any dispute concerning the amount of the fair share fee and/or the responsibilities of the Association with respect to fair share fee payers as set forth in this paragraph shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

Non-members who object to this fair share fee based upon bona fide religious tenets, teachings, or a belief sincerely held with the strength of traditional religious views shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the employee and the Association. If the affected non-member and the Association are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois Educational Labor Relations Board and the payment shall be made to said organization.

The Association shall indemnify and hold harmless the Board, its members, officers, agents and representatives from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken by the Board for the purpose 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. The Board shall promptly notify the Association if there is any lawsuit or other legal challenge to the provisions of this Article and the Association, upon such notice being given, shall have the right to designate legal counsel to defend such action. This indemnification provision shall not extend to errors that are solely the fault of the Board.

5.15 Building Budgets

After the building budget is set, the Building Principal shall prepare a document explaining where building funds have been allocated. The Principal shall also review this document and answer questions at a staff meeting. This document shall be posted on bulletin boards where other notices to employees are commonly posted.

ARTICLE VI

ASSOCIATION-MANAGEMENT COMMITTEE

6.1 Association-Management Committee

An Association-Management Committee comprised of four (4) representatives of the LFEA, two (2) representatives of the Board of Education, and two (2) representatives of the administration shall meet as needed during the school year to consider matters of common interest, to address problems identified by the parties represented which have district-wide implications, and to maintain lines of communications among the participants and their constituency groups. Either party may call a meeting of the committee at any time that it believes that a meeting is necessary. At least one meeting shall be held annually. The Association-Management Committee shall not address individual grievances, or other matters addressed in this contract or subject to bargaining unless by mutual consent. Participants shall be involved in chairing of meetings on a rotating basis. Specific process protocols or operating procedures will be developed by participants as a first order of business.

6.2 Budget Committee

The Association shall have the right to appoint two (2) bargaining unit representatives to participate as members of the Board's Budget Committee. Discussions in the Budget Committee shall include levies and student fees.

ARTICLE VII

GRIEVANCE PROCEDURE

7.1 Definition

A. A "grievance" is a claim by a teacher, group of teachers, or the Association that there has been a violation, misinterpretation, or misapplication of any of the express terms of this Agreement.

B. During the school year, the term "day" as used in this Article shall consist of teacher work days; during the summer recess, the term "day" as used in this Article shall consist of week days when the District's administrative offices are open.

7.2 Procedure

A. **Informal Procedure**. The parties acknowledge that it is usually most desirable to resolve problems through free and informal communications.

B. **Formal Procedure**. If, however, the informal process does not resolve the matter, the grievance will be processed as follows:

STEP 1: The grievant shall present the grievance in writing to the principal who will arrange for a meeting to take place within ten (10) days after receipt of the grievance. The grievance shall be filed within fifteen (15) days of the event giving rise to the grievance or within fifteen (15) days of when the grievance could have been reasonably ascertained. The grievance shall contain a statement of facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. The Association's representative, the grievant, and the principal shall be present for the meeting. Within ten (10) days of the meeting, the grievant and the Association shall be provided with the written response of the principal, including the reasons for the decision.

STEP 2: If the grievance is not resolved at Step 1, then the grievant shall refer the grievance in writing to the Superintendent or the Superintendent's designee within ten (10) days after receipt of the Step 1 answer. The Superintendent/designee shall arrange with the Association representative for a meeting to take place within ten (10) days of the receipt of the appeal by the Superintendent/ designee. Within ten (10) days of the meeting, the grievant and the Association shall be provided with the written response of the Superintendent/designee, including the reasons for the decision.

7.3 Arbitration

If the grievance is not settled in Step 2 and the Association wishes to appeal the grievance from Step 2 of the grievance procedure, the Association may refer the grievance in writing to arbitration, as described below, within thirty (30) calendar days of receipt of the written answer of the Superintendent/designee at Step 2:

A. In the absence of agreement on a neutral arbitrator, the parties shall file a joint request with the American Arbitration Association ("AAA") for a panel of five (5) arbitrators from which the parties shall select a neutral arbitrator. The parties agree to request the AAA to limit the panel to members of the National Academy of Arbitrators. Both the Board and the Association shall each have the right to reject one panel in its entirety within seven (7) calendar days of its receipt and request that a new panel be submitted. The parties shall alternatively strike names from the panel and the remaining person shall be the arbitrator. The party who wins a coin toss shall decide who strikes first. The parties agree that the only service being requested of the AAA is providing a panel of arbitrators.

B. The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Association and Board representatives.

C. The Board and the Association shall have the right to request the arbitrator to require the presence of witnesses or documents. The Board and the Association retain the right to employ legal counsel.

D. The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.

E. More than one grievance may be submitted to the same arbitrator where both parties mutually agree in writing.

F. The fees and expenses of the arbitrator and the cost of a written transcript shall be divided equally between the Board and the Association; provided, however, that each party shall be responsible for compensating its own representatives and witnesses. If one party requests and is granted a postponement of a hearing, that party shall bear any fee charged by the arbitrator for the postponement.

7.4 Limitations on Authority of Arbitrator

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in

any way, applicable laws. The award of the arbitrator rendered within the limitations of this Section 7.4 shall be final and binding on the Board, the Association, and the grievant(s).

7.5 Time Limits

No grievance shall be entertained or processed unless it is filed at Step 1 within fifteen (15) days of the event giving rise to the grievance or within fifteen (15) days of when the grievance could have been reasonably ascertained. If a grievance is not presented by the employee within the time limits set forth above, it shall be considered "waived" and may not be pursued further. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered "waived" and may not be pursued further. If the Board does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee may elect to treat the grievance as denied at the step and immediately appeal the grievance to the next step. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article.

7.6 Association Participation

The Board acknowledges the right of the Association's grievance representative to participate in the processing of a grievance at any level.

7.7 Release Time

Should the processing of any grievance in accordance with the provisions of this Article require that a employee or an Association representative be released from their regular assignment, the employee or Association representative shall be released without loss of pay or benefits.

7.8 Bypassing a Step

By mutual written agreement of the Superintendent/designee and the Association President/designee, any step of the grievance procedure may be bypassed.

7.9 Grievance Withdrawal or Settlement

A grievance may be withdrawn at any step without establishing a precedent. By mutual written agreement, a grievance may be settled at any step without establishing a precedent.

7.10 Filing of Materials

All records related to a grievance shall be filed separately from an employee's official personnel file, excepting only a grievance document, resolution or arbitration award that might form the basis for a future personnel action involving the employee.

7.11 No Reprisals Clause

No reprisals shall be taken by the Board against an employee because of the employee's participation or refusal to participate in a grievance.

7.12 Miscellaneous

No action or representation to a member of the bargaining unit by any other member of the bargaining unit shall be the basis for a grievance, unless the latter is acting at the specific direction of the Board of Education or a supervisor/administrator who is excluded from the bargaining unit set forth in Article I.

ARTICLE VIII

NON-INTERRUPTION OF WORK

8.1 Non-Interruption of Work

During the term of this Agreement, neither the Association nor any of the employees covered by this Agreement shall instigate, promote or participate in any strike or other concerted stoppage of work. The Association shall not be responsible for actions of individual teachers in which it has not participated, instigated or promoted.

ARTICLE IX

SENIORITY AND REDUCTION IN FORCE

9.1 Definition of Seniority

Seniority is defined as a teacher's length of continuous service since his/her last date of hire in a position covered by this Agreement for which state law requires that he/she be certificated. When two (2) or more teachers have equal seniority, then prior teaching experience shall be the governing factor. If prior teaching experience is equal, then the most recent date of hire shall determine seniority. If seniority is still equal, affected teachers shall determine seniority by a toss of the coin. Teachers who have not entered upon contractual continued service shall not have seniority for the purposes of this Article.

9.2 Reduction in Force

If the Board decides to reduce the number of teachers employed or to eliminate some particular type of teaching service, the Board shall first remove or dismiss teachers who have not entered upon contractual continued service, before removing or dismissing any teacher 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. Fourth year probationary and tenured teachers shall be dismissed on the basis of District seniority. Fourth year probationary teachers with the least seniority shall be removed first unless this causes undue hardship to the District. Tenured teachers with the least seniority shall be removed first. First, second and third year probationary teachers may be dismissed without regard to seniority.

In the event of a reduction-in-force affecting tenured teachers, such teachers shall be laid off in the reverse order of their service in the District (seniority).

9.3 Recall Rights

If the Board within one (1) calendar year from the beginning of the school term following a reduction in force increases the number of teachers employed or reinstates a position discontinued, the positions thereby becoming available shall be tendered to tenured teachers so removed or dismissed in the reverse order of their removal or dismissal if they are legally qualified to hold such positions.

A teacher's failure to respond affirmatively within seven (7) calendar days after receipt of the Board's letter sent by certified mail to the teacher's address on file with the Board recalling such teacher shall result in termination of the teacher's rights of recall hereunder.

9.4 Effects of Layoff

In addition to the other applicable provisions of this Article, the following provisions shall be applicable to teachers who are laid off:

A. Upon being recalled pursuant to the provisions of this Article, the accumulated and unused sick leave days that the teacher had at the time of his/her layoff shall be restored. No credit shall be granted for purposes of advancement on the salary schedule for the period of the layoff.

B. During the period of time that the teacher has recall rights, the teacher shall have the right to maintain insurance coverage by paying in advance the full applicable monthly premium for employee coverage and, if desired, for family coverage.

C. While the seniority of a teacher who is laid off shall not be terminated if the teacher is recalled within one (1) calendar year from the beginning of the following school term following the teacher's layoff, seniority credit shall not accrue during the period of the layoff.

9.5 Termination of Seniority

Seniority and the employment relationship shall be terminated if a teacher:

A. quits or resigns;

B. is terminated;

C. retires or is retired;

D. is laid off for one (1) calendar year from the beginning of the school term following a reduction-in-force;

E. fails to affirmatively respond to a notification of recall within the applicable time period specified above; or

F. fails to return from an approved leave of absence upon its expiration.

ARTICLE X

PROFESSIONAL GROWTH INITIATIVE

10.1 Academy Supported/Endorsed or Sponsored Courses

The Board in its discretion shall establish goals and philosophy for Academy supported/endorsed or sponsored courses. Once the Board has established its goals and philosophy, the Academy Governance Committee shall have the responsibility to establish guidelines for what classes will be Academy supported/endorsed or sponsored that are consistent with the Board's established goals and philosophy. The Academy Governance Committee shall consist of four (4) teachers named by the Association and two (2) administrators named by Superintendent.

District sponsored Academy coursework will include expectations for participation and coursework that is meaningful and beneficial to participating staff and other teachers/staff. The Academy Governance Committee will establish criteria for participation in Academy coursework.

The Academy Governance Committee will define differences and expectations between academy credit, college/university credit, and CPDU credit.

The purpose of the Academy is to support professional growth by sponsoring an alternate or parallel method for earning credits for lane changes, i.e., there is no relationship between College/University credits and Academy earned credits. Each school year the Academy will survey the availability of low cost programs in public universities with the intention of inviting these programs to hold classes on District premises.

Any lane change with Academy credits requires 202.5 hours of participation in Academy coursework or 15 hours of college/university coursework.

Lane change = 15 hours college/university coursework
OR
202.5 hours of Academy coursework

No courses will result in double credits.

10.2 Tuition Reimbursement for Academy Supported/Endorsed or Sponsored Courses

Teachers will be eligible for tuition reimbursement for Academy supported/endorsed or sponsored courses in accordance with the provisions of Section 12.7 of this Agreement.

10.3 Equation of Academy Class Hours for Semester Credit Hour Purposes

Courses which are Academy supported/endorsed or sponsored which are not taken during the regular seven and one-half (7.5) hour work day will be equated on the basis of 13.5 hours of Academy class equals one (1) semester credit hour. Subject to the provisions of Section 10.1 above, academy class hours taken prior to the effective date of this Agreement shall accumulate for lane advancement.

ARTICLE XI

LEAVES

11.1 Sick Leave

Each employee having up to 20 years of service in the district shall be granted thirteen (13) sick leave days annually without loss of pay for personal illness, quarantine at home, death or serious illness in the immediate family. Each employee having twenty (20) or more years of service with the district shall be granted sixteen (16) days of sick leave annually without loss of pay for personal illness, quarantine at home, death or serious illness in the immediate family. The term "immediate family" shall be defined as the employee's parents, spouse, brothers, sisters, children, grandchildren, grandparents, parents-in-law, brothers-in-law, sisters-in-law, step-family (parents, brothers, sisters and children), and persons residing in the same household. Unused sick leave days shall accumulate without limit. The Board may request a doctor's certification verifying use of sick leave.

11.2 Sick Leave Bank

A. The Board shall establish a Sick Leave Bank which full-time employees with one complete year of service are eligible to participate in on a voluntary basis.

B. The intent of this plan is to provide extended sick leave to those participants who incur a catastrophic illness or disability which necessitates prolonged continuous absence from work. The Bank shall be used only for the personal illness of the participant and not for illness, disability or death of any other person.

C. A full-time employee may enroll in the Bank by signing an authorization form agreeing to contribute one (1) day of his/her sick leave to the Bank at the beginning of each year. The Board will match the number of days donated by employees. No yearly contribution will be required until such time that the Bank is depleted to the number of days equal to the number of participants.

D. An employee who has contributed shall be able to utilize days from the bank after all his/her own accrued sick leave days have been depleted and the employee has presented satisfactory documentation from his/her doctor verifying the catastrophic and prolonged nature of the illness/disability which makes it impossible for the employee to perform his/her assigned duties; provided that the Board retains the right to have the employee examined by a doctor selected by the Board at the Board's expense if there is any question raised by the doctor's statement submitted by the employee.

E. The maximum number of days allowed for any single catastrophic prolonged illness shall be sixty (60) days. A participant will not be eligible to use the Bank again until the participant has returned to work for at least the equivalent of one-

half school year. In no event shall a participant be allowed more than sixty (60) days in any one school year or one hundred twenty (120) days in any five (5) consecutive year period.

F. Participants utilizing sick leave days from the Bank will not be required to replace those days.

G. An employee withdrawing from the Bank or the bargaining unit for whatever reason will not be allowed to withdraw the contributed days.

H. At the time of retirement, a participant in the Sick Leave Bank may withdraw from the bank up to the number of days that the participant has contributed to the bank and not used (i.e., the number of days contributed minus the number of Sick Leave Bank days used) if needed to maximize the amount of additional service credit for TRS or IMRF purposes.

I. Subject to the approval of the Board, the Administration and a two-member Association Advisory Committee appointed by the Association shall establish guidelines for the administration of the Sick Leave Bank. The Association Advisory Committee shall also serve as an Advisory Board to the Administration with respect to the Sick Leave Bank.

11.3 Personal Leave

Any employee may request to be absent two (2) days each school year at full pay, accumulative to twelve (12) days, to handle personal matters; provided, however, that unused personal leave days shall be added to accumulated sick leave. Absent emergency circumstances, requests to use personal leave shall be submitted to the employee's building principal at least five (5) work days prior to the day(s) requested. No reason need be given. After completion of eight (8) years of employment in the District, an employee may request and be absent three (3) days each school year for personal leave.

Notwithstanding the foregoing, personal leave days may not be used immediately prior to or following a holiday, a three-day weekend, or an extended holiday period, or during the first or last week of the school year unless prior approval has been received from the Superintendent, provided that such approval shall not be unreasonably or arbitrarily denied.

11.4 Bereavement Leave

Each employee shall be granted up to five (5) days bereavement leave annually without loss of pay for use in the event of a death in the employee's immediate family [i.e., the employee's parents, spouse, brothers, sisters, children, grandchildren, grandparents, parents-in-law, brothers-in-law, sisters-in-law, legal guardians, step-family (parents, brothers, sisters, and children), and persons residing in the same household, and uncles, aunts, nieces and nephews], provided that no more than two (2) days shall be taken due to the death of uncles, aunts, nieces and nephews. Such leave shall not be cumulative.

11.5 Jury Leave

Any employee called to serve on a jury on any day when he/she would have otherwise been scheduled to work shall receive the difference between his/her contractual pay and the amount he/she receives for jury duty exclusive of travel and meal expenses.

11.6 Parental Leave

A tenured teacher or non-probationary media center assistant/teacher assistant (referred to as "employee" for purposes of this Section only) shall be granted parental leave without pay subject to the following conditions:

A. Normally, the employee shall advise the Superintendent or the Superintendent's designee of the pregnancy no later than the fifth month of the pregnancy. At such time, the employee shall provide a written statement from an obstetrician or physician indicating the expected date of delivery.

B. Application for such leave shall be made in writing to the Superintendent or the Superintendent's designee at least ninety (90) calendar days prior to the anticipated birth of the child.

C. The employee and the Superintendent or the Superintendent's designee shall agree upon a plan for the commencement and termination of such leave, taking into consideration the continuity of instruction, medical factors, and the pertinent time factors. Unless earlier termination of such leave is mutually agreed upon, the leave shall terminate at the end of the school year in which it commences or, at the request of the employee and with the Superintendent's approval, at the end of the following school year.

D. The initial agreement on the plan for the commencement and termination of the leave may include the balance of the current school year and the next school year. Should the employee request a leave for the balance of a school year only and then desire an extension of leave for the next full school year, a second request shall be submitted and the leave will be extended accordingly for the Superintendent's review and approval. The Superintendent's approval shall not be unreasonably or arbitrarily denied.

E. Sick leave shall not be applicable during the period of an unpaid parental leave, provided that parental leave may commence immediately upon use of sick leave for maternity disability purposes.

F. An employee may terminate the leave in the event of the death of the child or for other emergency reason.

G. Upon return from parental leave that lasts one full school year or less, the employee shall be placed in the same position that he/she had prior to going on the leave if that position still exists. If the same position does not exist or if the parental leave lasts longer than one full school year, the employee shall be placed in a position for which the Board determines he/she is qualified and suited.

H. An employee not initially desiring parental leave may utilize accumulated sick leave during any period of illness related to the pregnancy and/or to the delivery of the child. If such employee has exhausted her accumulated sick leave, she shall be granted, at her discretion, a parental leave of absence without pay or, if she is eligible, disability leave.

I. An employee may exercise parental leave for a period not to exceed the balance of the current school year plus the following school year. In the event of an additional pregnancy while already on leave, the employee shall be granted one additional year's leave up to a total of three years. After returning from an extended leave, the employee must work one full school year in order to be eligible for any further parental leave.

J. In addition to the foregoing, the Board may, at its sole discretion, grant a parental leave to a probationary teacher who has completed at least two (2) full years of District employment**.** If such a discretionary parental leave is granted, it shall be subject to all the foregoing conditions with the exception of Section D above.

11.7 Adoption Leave

Paid Leave

An employee may exercise available paid sick leave as a result of becoming an adoptive parent of child which is not the result of a remarriage. Employees shall notify the Superintendent or the Superintendent's designee of the initiation of the formal adoption process and provide evidence of same. Such paid leave shall be limited to thirty (30) days.

The employee may exercise up to ten (10) additional, available days of paid sick leave in the event he/she must travel outside the United States in order to initiate the adoption proceedings or participate in screening and other pre-adoption requirements. Employees shall notify the Superintendent or designee and provide evidence that his/her presence is required in the other country.

Unpaid Leave
A tenured teacher or non-probationary media center assistant/teacher assistant desiring Adoption Leave without pay as a result of becoming an adoptive parent of a child which is not the result of a remarriage shall notify the Superintendent or the Superintendent's designee in writing upon the initiation of such adoption proceedings.

Unpaid adoption leave shall be granted upon satisfactory written notification to the Superintendent or the Superintendent's designee of the date the child is expected to be received. Except as provided in this Section, Unpaid Adoption Leave shall be subject to the same conditions specified in Section 11.6 for parental leave.

11.8 Religious Leave

When a person's religion prohibits one's working, and/or requires worship or observance that cannot be performed other than during school hours, and observance is not otherwise provided in the school calendar, up to two (2) days with pay shall be granted annually.

11.9 Part-Time Teachers Leaves

All part-time teachers shall be granted a pro rata share of sick leave, personal leave, bereavement leave, and religious leave.

11.10 Sabbatical Leave

A Sabbatical Review Committee shall be established, composed of two (2) administrators selected by the Board and two (2) teachers appointed by the Association. The purpose of this Committee shall be to review all sabbatical leave requests received; establish the value of each; make an endorsement for or against the request and forward its recommendation to the Superintendent. The Superintendent shall review the findings of the Committee, make his/her endorsement for or against the request, and forward his/her recommendation to the Board for final selection, approval, or rejection annually, by January 15th, the Board of Education shall determine the amount of money available for Sabbatical Leave in the succeeding school year. Applications for sabbatical leave shall be submitted to the Sabbatical Review Committee by March 1st.

Applications for sabbatical leave for all or part of the ensuing year must be filed with the Superintendent by the Committee no later than April 1st of the school year prior to the school year of the requested sabbatical leave. The office of the Superintendent shall acknowledge receipt thereof. Decisions on all requests for sabbaticals shall be made known to the applicants and the Committee prior to May 15th of that year.

A teacher may be granted a sabbatical leave of one (1) semester or one (1) year after completion of six (6) years of service in the District for the purpose of: 1) study and scholarly pursuits, 2) travel as approved, or 3) such other purposes as may be adjudged proper by the Board. The following provisions will govern such leaves:

A. The teacher on leave shall in no case receive less than the minimum salary provided in the School Code of Illinois or one-half (.5) of his/her basic salary, whichever is greater.

1. In addition, he/she shall continue to receive the fringe benefits granted to staff members currently teaching in the District.

2. The Board shall pay the contribution to the Teachers' Retirement System required of the person on sabbatical leave computed on the annual full-time salary rate under which the member last received earnings immediately prior to the leave, or a proportionate part of such rate for a partial year of sabbatical leave.

B. A teacher accepting sabbatical leave must agree to return to teach on the District staff for at least one (1) year following the sabbatical leave or to refund the salary paid to him/her during such leave, unless such return and performance is prevented by illness or disability.

C. The teacher will return to a position of equal responsibility to the one that he/she occupied in the District before the leave and the time spent during the leave will be counted for advancement on the salary schedule.

D. Other things being equal, priority shall be given to teachers requesting leave according to the purpose of their leave as follows: 1) study and professional improvement, 2) travel combined with study, and 3) other purposes. Other priorities, other things being equal, are: 1) teachers applying for their first sabbatical leave, 2) teachers senior in service in the District over those with shorter service, 3) teachers with longer total teaching experience over those with less experience, and 4) a year's leave over a semester's leave.

11.11 Leave of Absence - Without Pay

Teachers shall have the right to apply to the Board for an unpaid leave of absence. The Board may in its sole discretion grant such a leave for the purposes which shall be specifically set forth in a written application which shall be submitted, if possible, by March 1 of the preceding school year. While it is not intended that such a leave, if approved by the Board, will extend beyond one year, both the Board and teacher may mutually agree either to a longer leave or to extend the leave.

Upon his/her return, the teacher will be placed in an available position but not necessarily the same position the teacher held prior to going on the leave and shall be reinstated on the salary schedule without credit for the leave period. Teachers granted an unpaid leave shall give written notice of their intention to return as directed by the Board at the time such leave is granted. Failure to give such notice or failure of the teacher to return to full time employment upon the expiration of the leave period shall be treated as an election

not to return to employment and as a resignation from the District. The decision of the Board shall not be the subject of a grievance, nor shall the granting of such leave constitute a precedent for any other teacher.

11.12 Family and Medical Leave

A. Employees are eligible for medical and/or family leave in accordance with the provisions in the Family and Medical Leave Act ("FMLA") of 1993 and Board policy. To be eligible for an FMLA leave, an employee must have been employed by the District for at least a period of twelve (12) months (not necessarily consecutive) and is either:

- a full-time instructional (certified) employee; or
- a part-time employee who has worked at least 1,250 hours during the preceding twelve (12) months; or
- a part-time certified employee who has been employed for at least twenty-four (24) consecutive months on less than a full-time basis (37½ hr./wk.), but who meets or exceeds two-thirds (25 hr./wk.) of a full work week.

Such leave is unpaid unless accumulated sick leave or personal leave is available. Nothing in this provision requires a teacher to use accumulated sick leave or other paid leave concurrently with FMLA leave. The total FMLA leave cannot exceed twelve (12) weeks during any twelve (12) month period. A minimum of thirty (30) days written notice to the Superintendent is required before a foreseeable FMLA leave is to begin. Requests for leave must contain sufficient information to demonstrate that the leave qualifies as FMLA leave and, if for medical reasons, must include appropriate physician certification. The Board may also request additional medical certifications pursuant to its FMLA policy.

B. FMLA leave may be used for:

1. The birth and first-year care of a newborn child;
2. The adoption or foster placement of a child within the first year of placement;
3. The care of an employee's spouse, parent, or child with a serious health condition; or
4. The treatment of an employee's own serious health condition that makes the employee unable to perform the functions of the job.

C. FMLA leave is afforded pursuant to Board Policy No.5.185. If the Board desires to change the FMLA Policy, it will be done in agreement with the Association.

11.13 Job Share

Two (2) tenured teachers or a tenured teacher and at least a third (3rd) year probationary teacher, working with their principals, may prepare and submit specific job sharing plans to the Superintendent. Such plans shall become operative when recommended by the Superintendent and approved by the Board in its sole discretion. The Superintendent, after consultation with the teachers and principal, will establish guidelines for implementation of the plan. Job share plans shall be considered and approved on a yearly basis.

Any teacher in a job sharing position shall advise the Superintendent or designees in writing no later than March 1 that he/she intends to return to full-time employment.

Participants in job-sharing positions that are fifty percent (50%) or more FTE shall receive insurance, leaves and other benefits prorated in accordance with this Agreement for part-time teachers. During the period of time spent in a job-sharing position, tenure status shall be retained. Probationary teachers on job shares cannot count that part-time year toward acquiring tenure. Seniority shall accrue as if full-time tenured.

If two (2) full-time teachers are not available for a job share, the District may employ a part-time teacher to fill the job share.

ARTICLE XII

SALARIES, STIPENDS AND BENEFITS

12.1 Salaries

A. Standard Increases

For the 2009-2010 school year, teachers shall be paid on the basis of their placement on the 2009-2010 salary schedule which is attached as Appendix A-1.

For the 2010-2011 school year, teachers shall be paid on the basis of their placement on the 2010-2011salary schedule which is attached as Appendix A-2.

For the 2011-2012 school year, teachers shall be paid on the basis of their placement on the 2011-2012 salary schedule. The salary schedule for the 2011-2012 school year will be the product of the CPI (with a minimum of 0.75% and a maximum of 4%) times the 2010-2011 salary schedule.

B. Frozen Salary Schedule Movement

No teacher shall advance beyond the eighth (8th) step of the BA lane of the salary schedule except those already moved into the gray area.

No teacher shall advance beyond the twelfth (12th) step of the BA+15 column of the salary schedule except those already moved into the gray area.

No teacher shall advance beyond the seventeenth (17th) step of the MA lane of the salary schedule.

C. Teachers Already in BA or BA+15 Gray Area:

During the term of the 2009 - 2012 contract, any teacher who was already in the gray area of the BA or BA+15 lanes shall receive their previous year's salary plus $2100 in the 2009 - 2010 school year; their previous year's salary plus $2000 in the 2010 – 2011 school year; and their previous year's salary plus $2100 in the 2011-2012 school year; or the amount of the final step of the lane in which they are placed, whichever is greater.

D. Teachers Already in the MA, MA+15, MA+30 or MA+45 Gray Areas

During the term of the 2009 - 2012 contract, any teacher who was already in the gray area of the MA lanes shall receive their previous year's salary plus $3100 in the 2009 - 2010 school year; their previous year's salary plus $3000 in the 2010 – 2011 school year; and their previous year's salary plus $3100 in the 2011-2012 school year; or the amount of the final step of the lane in which they are placed, whichever is greater.

E. Teachers Entering the MA+15, MA+30 or MA+45 Gray Areas

Any teacher moving into the gray area of the MA + 15, MA + 30, or MA + 45 lanes for the first time after serving one year in the final step of the lane they are currently in shall

receive the amount of the final step of the lane for the previous school year plus $3100 for 2009-2010; their previous year's salary plus $3000 in the 2010 – 2011 school year; and their previous year's salary plus $3100 in the 2011-2012 school year; or the amount of the final step of the lane in which they are placed, whichever is greater.

F. Lane Changes for Teachers Already in Gray Areas

Any teacher in the gray area who is making a lane change and who remains in the gray area shall receive either the lane change multiplier or the final step of the new lane for the applicable school year plus $3000, whichever is greater.

12.2 Salary Schedule Placement of New Hires

Teachers newly employed in the District shall be given up to fifteen (15) years credit on the salary schedule for prior experience in public schools and up to ten (10) years credit for private schools.

12.3 Salary Schedule Movement Based On Educational Advancement

Continuing education is critical to the maintenance of one's knowledge and skills surrounding the teaching-learning process, and to the enhancement of the school organization as a community of learners. Recognition for the efforts made toward continued professional growth and development is provided by a salary schedule which acknowledges and encourages the completion of course work beyond the Bachelor's degree level.

Teachers will advance from one level of education to a higher level upon completion of the total number of credits required for horizontal lane movement, subject to the following guidelines:

A. Credits received must be graduate level hours except as otherwise provided herein.

B. Graduate semester hours must be earned in academic areas consistent with the teacher's assignment and/or instructional role, in courses required for additional certification requirements, or for advanced degree attainment related to the field of education.

Graduate courses will be approved if:

1. they are requirements toward a pre-approved degree program; <u>or</u>

2. the courses are designed and taught, by staff affiliated with the institution of higher learning granting the credit; <u>and</u>

3. the courses must feature an assessment component that is reviewed by the university instructor; the instructor's evaluative feedback on the quality of the work produced in the class is required; and

4. the courses have a singular purpose as college courses with no options such as a workshop or institute format; and

5. the courses follow the guidelines for college course as established by a major accrediting agency such as NCATE.

C. Credit for continuing education experiences will be granted if:

1. the continuing education experience occurs at a time outside of the regular school day; and

2. the District is not providing financial support for the teacher's attendance other than tuition reimbursement; and

3. the continuing education experience involves an equivalent amount of time(*) and has equivalent requirements as those which are offered under the direct auspices of an institution of higher learning, the course is sponsored by the District as a qualifying educational experience and meets all other standards established for awarding of graduate credit; and

4. the credit is received from an institution of higher education which is accredited by an agency such as NCATE.
*NOTE: The standard class time to semester hour credit is 13.5 hours or 800 minutes per semester hour; or 40 hours or 2400 minutes for 3 semester hours.

D. Approval of undergraduate credit hours shall be granted if the course proposed is a prerequisite for the attainment of additional State certification, is a prerequisite for an approved advanced degree program, or is required to meet ISBE rules and regulations governing qualifications for teaching in specific content areas.

E. Credit hours in school administration, leadership, and supervision will not be eligible for salary schedule movement for teachers who do not hold a master's degree. After a teacher earns a first master's degree, credit hours in administration, leadership or supervision are eligible for salary schedule movement.

F. Courses which are Academy supported/endorsed or sponsored which are not taken during the regular seven and one-half (7.5) hours work day will be equated on the basis of 13.5 hours of Academy class equals one (1) semester credit hour. Subject to the provisions of Section 10.1 above, academy class hours taken prior to the effective date of this Agreement shall accumulate for lane advancement.

G. A Preapproval Form must be submitted to and approved by the Superintendent or designee in advance of registration. Said form shall require the teacher to specify the course name, description, class time requirements, semester hour credit to be earned, the degree sought, if applicable, and the reason for desiring enrollment. The Board and Association shall jointly develop the form.

1. The superintendent or designee shall compile a list of classes that do not conform with section 12.3 B. Before a course is placed on the non-approval list, the LFEA president will be informed.

H. Transcripts from an accredited college or university must be received prior to horizontal advancement on the Salary Schedule.

I. Salary adjustments will be made in accordance with the following calendar:

1. First Semester: Changes in salary at the first semester will be for an advanced degree or additional hours beyond a degree as provided herein. Teachers will become eligible for advancement by:

a. submitting the Lane Advancement Form to the Superintendent's Office by August 31; and

b. submitting an official transcript of the course work by October 15 of that school year.

Changes in horizontal placement shall be effective at the beginning of the school term.

2. Second Semester: Changes in salary at the second semester will be made for the achievement of an advanced degree, and shall be permitted for additional hours beyond a degree. Teachers will become eligible for advancement by:

a. submitting the Lane Advancement Form to the Superintendent's Office by January 4 or the first day of school after winter break (whichever occurs last) and

b. submitting an official transcript of the course work by March 15 of that school year.

Changes in horizontal placement shall be effective January 15 of that school term.

J. A teacher who is eligible for horizontal advancement in the salary schedule at the

start of the first semester shall be eligible to advance one step vertically on the salary schedule if otherwise eligible to advance vertically. A teacher who is eligible for horizontal advancement on the salary schedule at the start of the second semester shall remain in the same vertical step.

K. Teachers shall be allowed to leave their assigned building prior to the end of the student day to attend classes provided that they do not have any student contact assignments remaining on their schedule.

L. Any certificated employee who receives a Master's degree in a program that requires 60 or more semester hours to obtain a Master's degree (e.g., social workers and psychologists) will be placed on the MA+30 lane on the salary schedule upon applying for a salary adjustment in accordance with Section 12.3.I above.

M. Any certificated employee who receives a Master's degree and qualifies for advancement to the MA lane of the salary schedule may apply approved graduate education course credits that were not used to obtain the Master's degree that were earned prior to obtaining the Master's degree for further advancement on the salary schedule.

12.4 Salary Schedule Advancement

For the purpose of determining salary schedule advancement, a teacher whose teaching begins other than at the beginning of the school year, or who is returning from an unpaid leave of absence, shall be required to work one-half or more of the work days within the school year for which step credit is being sought in order to receive step movement. In determining the number of days worked, paid leave and leave taken pursuant to FMLA shall be counted as days worked.

Any part-time teacher who worked at least one-half his/her scheduled work days during the preceding school year shall be advanced one (1) vertical step on the succeeding school year salary schedule. In determining the number of days worked, paid leave and leave taken pursuant to FMLA shall be counted as days worked.

12.5 Pay Day

Each employee annually shall be paid in twenty-one (21) or twenty-six (26) equal installments distributed through direct deposit to the account and institution of the employee's choosing. If a regular pay date during the school term falls on a day when school is not in session, employees shall receive their pay on the last day that school is in session. During the summer, pay will be deposited directly with their bank.

12.6 Extra Duty Pay

The extra-duty schedule shall be as set forth in Appendix E of this Agreement. Extra duty assignments shall be voluntary. When two (2) or more teachers volunteer for the same assignment and their qualifications are substantially equal, the most senior teacher shall be assigned to the position.
An Extra Duty Activity Review Committee will be established at the request of the Association or the Administration. The charges of the Committee will be to:

A. Consider proposals for compensating new activities;

B. Consider questions regarding inequities in category placement; and/or

C. Clarify the meaning and intent of extra duty activity pay schedule format and content.

This Committee shall be structured as follows:

A. The Superintendent will identify the building principal, School Board member and central office administrator who will attend the meetings. They will be standing members of the Committee.

B. The Association President will identify two teachers designated by the Association who will attend the meetings. They will be standing members of the committee.

C. The Association President and Superintendent will agree upon the other two teachers, selecting from a list the President has compiled. These teachers will not be standing members of the Committee.

D. With the advance approval of the Committee, people directly involved with an issue may attend a meeting of the Committee and present information.

Review Committee findings, conclusions, and recommendations will be presented to the LFEA and the Board of Education for approval prior to implementation or inclusion in the LFEA-Board of Education Agreement.

Job descriptions for teacher leadership positions (i.e., Team Leaders, Lead Teachers, Curriculum Coordinators, Directors, and Department Heads) will be updated to reflect new and/or changed duties and responsibilities; with the stipend increases for teacher leadership positions which are reflected on Appendix E, there is the expectation of participation in District Committees.

12.7 Tuition Reimbursement

A. Tuition and/or NBPTS fee reimbursement is available to employees, subject to the following guidelines:

1. For approved coursework in a degree program: up to $1,750 annually
2. For approved non-degree coursework: up to $800 annually.
3. For NBPTS master teacher certification or recertification fees: up to $1,750 annually.
4. Employees may receive reimbursement for degree and non-degree coursework and master teacher in the same year; however, the maximum annual reimbursement shall not exceed $1,750.

B. Tuition reimbursement is available to full-time employees and to part-time employees on a pro rata basis equal to the percent of FTE at which they are employed. **Examples**: –A part-time teacher working on a 50% basis (0.50 FTE) who takes degree program courses eligible for reimbursement after July 1, 2009, will be eligible for a maximum tuition reimbursement of $875.00 based on total tuition costs of at least $1,750.00 (i.e., 50% of $1,750 equals $875). If the tuition costs are less than $1,750.00, then the amount that will be reimbursed will be 50% of said tuition costs. Likewise, a teacher working on a 50% basis (0.50 FTE) who takes non-degree coursework will be eligible for a maximum tuition reimbursement of $400 (i.e. 50% of $800 equals $400).

C. Reimbursement will apply to courses taken to improve/enhance the employee's performance in an area related to his/her specific assignment and/or instructional role, to courses required for additional certification requirements or to advanced degree attainment related to the field of education.

D. Tuition reimbursement is available to employees for courses in educational administration, leadership and supervision following the writing of a plan and reviewing the plan with the teacher's principal. Teachers must submit a coursework Preapproval Form. Failure to work in the District in the two following school years shall result in the requirement to return the reimbursement received for this coursework. Exceptions noted in section 12.7.J are applicable. **Note:** There will be no benefit toward movement on the salary schedule to the MA Lane for educational administration, leadership and supervision coursework.

E. To qualify for tuition reimbursement, a Preapproval Form must be submitted to the Superintendent or the Superintendent's designee and approved in advance of registration. Approval shall be in accordance with paragraphs B, C and F. The Preapproval Form shall be jointly developed by the Association and the Board.

F. Continuing education experience must comply with the standards established in Section 12.3 above relative to Salary Schedule Movement Based on Educational Advancement.

G. Reimbursement shall be provided only when the employee earns a final grade of A or B, or "Pass" in a pass/fail system where an approved course is only offered on a pass/fail basis.

H. Requests for reimbursement must be submitted within six months of course completion and must be accompanied by a copy of the official transcript (or the official grade report if the official transcript is not available) and related expenditure receipts.

I. Reimbursement shall be limited to the cost of tuition and books not to exceed the maximum amount noted in Section A above for the fiscal year (July 1 to June 30).

J. Failure to work the following full school year shall result in the requirement to return the reimbursement received during the prior school year. Employees who are (1) granted a leave of absence and who return from said leave, (2) RIF'ed, or (3) involuntarily terminated shall not be required to return the reimbursement.

K. Employees shall receive the reimbursement within forty-five (45) days of submission of the Reimbursement Request and official transcript (or the official grade report if the official transcript is not available).

12.8 Retirement

A. Early Retirement Option (ERO)

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

B. Board Payment for the TRS Health Insurance Coverage

To be eligible for this benefit, a teacher must

- be a full-time certificated teacher; and
- have completed at least ten years of consecutive service as a full-time teacher in District 67; and
- notify the Board of his/her intention to retire during the term of this agreement; and
- submit notice by January 15 of the school year in which he/she intends to retire.

The Board shall pay, on the eligible, retired teacher's behalf, up to ***$2,500*** per year toward the cost of single group hospital and medical insurance coverage

under TRS for up to ***ten (10)*** years or until the retiree is eligible for Medicare, whichever occurs first.

C. Compensation in the Last Four Years of Employment for Teachers who Will Retire Without Benefit of ERO

To be eligible for this benefit, a teacher must

- be a full-time certificated teacher; and
- have completed at least ten years of consecutive service as a full-time teacher in District 67; and
- submit notice of retirement and an irrevocable letter of resignation to the Superintendent on or before January 15 of the year up to four years prior to the final year of employment; and
- choose to retire without benefit of the TRS's ERO program; and
- be able to retire without causing the Board to pay TRS penalties of any kind

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

a. If a teacher has TRS creditable earnings in the prior year that are over and above the teacher's salary based on his/her placement on the salary schedule (e.g., a coaching or extra-curricular stipend), the teacher will receive a salary increase that is six percent (6%) above the teacher's TRS creditable earnings for the prior school year as long as the teacher continues to perform the same extra duties.

b. If however, a teacher had TRS creditable earnings in the prior year that were over and above the teacher's salary based on his/her placement on the salary schedule (e.g., a coaching or extra-curricular stipend) and the teacher does not continue to perform the same extra duties for the following school year, the teacher will receive a salary increase that is six percent (6%) above the teacher's salary based only on the teacher's placement on the salary schedule in the prior school year.

c. If, however, a teacher had TRS creditable earnings in the prior year that were over and above the teacher's salary based on his/her placement on the salary schedule (e.g., a coaching or extra-curricular stipend) and the teacher continues to perform some but not all of the same extra duties for the following school year, the teacher will receive a salary increase that is six percent (6%) above the teacher's salary based on the teacher's placement on the salary schedule and the salary the teacher received for the same duties that the teacher performed in the prior school year that the teacher continues to perform.

d. In no case will a teacher's TRS creditable earnings increase exceed six percent (6%) of the previous year's TRS creditable earnings.

D. Lump-sum, post-retirement severence payment.

Teachers who retire without benefit of the TRS Early Retirement Option (ERO) shall receive a post-retirement lump-sum severence payment of $500 per year of service in District 67, up to a maximum of thirty-five years. ($17,500 to be the maximum payment.) However, if the teacher's retirement will cause the district to be responsible for a penalty, the teacher will forfeit the post-retirement severence payment or a portion thereof that is equivalent to any penalties assessed to the District.

In the event that the teacher has retired but dies before payment of the severence, this amount shall be paid to his/her estate.

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

12.9 National Board Certified Teacher Compensation

The stipend of current NBPTS National Board Certified Teachers (NBCT's) will be frozen at the 2008-09 rate for the length of their national board certification. NBCT's must renew their certificate when it expires in order to maintain the stipend.

Candidates who are in the process of National Board Certification as of June 30, 2008 shall receive a stipend of 12% of their salary for the year in which they receive national certification. This stipend will be frozen at that rate for the length of their national board certification. NBCT's must renew their certificate when it expires in order to maintain the stipend.

Any teacher who meets all the following eligibility requirements shall be paid an annual stipend of $5,000:

1. Certification with that National Board for Professional Teaching Standards for candidates who applied for national board certification after July 1, 2008.

2. Tenure in District 67.

3. A master's degree.

NBCT's must renew their certificate when it expires in order to maintain the stipend.

As part of the annual stipend, those teachers successfully meeting the foregoing eligibility requirements shall be asked to share their expertise with their colleagues in a collaborative manner. A committee of NBCT's and administrators will collaboratively develop a list of ways this can be done.

Teachers may use part or all of their available tuition reimbursement monies to fund the cost of the NBPTS master teacher certification or recertification program, up to the maximum amount allowed by the contract.

All fees shall be repaid to the District by any teacher who fails to complete the program by virtue of voluntarily terminating his/her employment with the District or by failing to pursue completion of the certification program in a fashion which is both continuous and timely.

12.10 Innovative Practices Awards

The Board shall provide six (6) annual $2,500 awards to teachers and/or School Councils exemplifying innovative teaching practices. An Innovative Practices Committee composed of four (4) teachers and an administrator shall be established to select annually six (6) award winners. Teachers shall be either self-nominated or nominated by their peers; School Councils shall be nominated by themselves or other School Councils.

12.11 Summer workshop pay for teachers who cannot advance a lane on the schedule

Teachers in the MA+45 lane of the salary schedule, who are no longer eligible to advance a lane on the schedule, will be paid at an hourly rate set forth on the stipend schedule for attending summer workshops.

12.12 457(b) Deferred Compensation Plan

All new bargaining members shall be automatically enrolled in the "Lake Forest School District 67 - 457 Deferred Compensation Plan", with an initial per paycheck deduction of $25. Any bargaining unit member may opt out of the deduction upon request.

ARTICLE XIII

INSURANCE

13.1 Medical and Dental Insurance

The medical and dental insurance program, including the changes agreed to in negotiations, shall be continued during the term of this Agreement; provided, however, the Board retains the right to change insurance carriers, or to self-insure as it deems appropriate, so long as the new basic coverage and new basic benefits are relatively similar to those which predated this Agreement.

During the enrollment period(s) established by the Board, employees may select any one of the District's PPO Plans or the District's HMO Plan, as well as either single or family coverage.

For 2009-10 school year, the Board and the employee shall pay the following percentages of premium for the PPO Plans, HMO Plan, and Dental Insurance for the coverage selected:

PPO PLANS	**BOARD**	**EMPLOYEE**
Single	74%	26%
Family	64%	36%

HMO PLAN	**BOARD**	**EMPLOYEE**
Single	85%	15%
Family	70%	30%

DENTAL	**BOARD**	**EMPLOYEE**
Single	72%	28%
Family	28%	72%

Future insurance premiums to remain at above splits, unless annual premium increases exceed 5%. If annual premium increases exceed 5%, any premium increase above 5% will be shared on a 50/50 cost split.

13.2 Insurance Review Committee

The Board and the Association shall establish a joint Insurance Review Committee which shall, upon either party's request, meet to review any concerns or proposed changes in the insurance programs of the District. Each party will name four (4) representatives to the Committee. The Committee will be co-chaired by one representative from each party. The Committee shall hold a minimum of three (3) meetings in each contract year. Any decisions of the Committee must be ratified by the Association and the Board, and when ratified such decisions shall be incorporated into and become a part of this Agreement.

13.3 Term Life Insurance

Full-time employees shall be provided with term life insurance, rounded to the nearest $100, in accordance with the following schedule:

Years of Full-Time Service	Amount of Term Life
Less than two (2) years	Equal to base salary
Two (2) or more years	Two (2) times base salary
Five (5) or more years	Three (3) times base salary

Full-time employees with five or more years of full-time District service and who are less than 55 years of age on September 1 following the anniversary of their fifth year of full-time District service shall be provided with a life insurance benefit in an amount equal to three times their base annual salary.

Full-time employees shall have full benefits to age 70; between age 70 to 74, benefits are 65% of the benefit amount; between age 75 to 79, benefits are 45% of the benefit amount; at age 80 and over, benefits are 30% of the benefit amount.

Dependents of full-time employees shall be provided with term life insurance in accordance with the following schedule:

Category	Amount of Term Life
Spouse	$2,000
Children between 14 days and 6 months	$100
Children between 6 months and 19 years	$1,000
Children under 14 days and over 19 years	$0

The coverage amounts specified in this Section shall be computed only once each year on September 1 based on the full-time employee's base annual salary and years of full-time District service as of September 1.

13.4 Long-Term Disability Benefit

Full-time tenured teachers and non-probationary media center assistants and teaching assistants shall be eligible for long-term disability benefits provided by the Board if they meet the following eligibility requirements:

A. they have been employed at least two years by the Board;

B. they have been unable to perform their job for 120 consecutive working days or to the exhaustion of their accumulated sick leave if it exceeds 120 working days, whichever is longer; and

C. they qualify for disability pay under TRS if eligible to apply for TRS disability benefits;

OR

D. if they are not eligible for TRS disability benefits, they have been determined to be disabled by a physician (which may include, at the Board's discretion, a physician selected and paid for by the Board).

A full-time employee who is temporarily or permanently disabled prior to completion of the two year service requirement specified above shall not be eligible for the long term disability benefits set forth in this Section unless and until he/she returns to work for a continuous period of at least 30 working days and completes the two year service requirement, provided that if the employee returns to work he/she shall be credited with the period of service prior to the disability.

A full-time employee who meets all of the foregoing eligibility requirements shall be provided with long term disability benefits in accordance with the following schedule:

A. From 120 working days or from the date of exhaustion of accumulated sick leave, whichever occurs later, to the end of 360 calendar days, the Board will provide on a self-insured basis disability pay based on the difference between 65% of the eligible employee's base annual salary and the amount the employee receives from TRS and any other source for the same disability.

B. From 360 days of total disability or from the date of exhaustion of accumulated sick leave, whichever occurs later, the Board will provide through a commercial insurance carrier disability pay based on the difference between 65% of the eligible employee's base annual salary and the amount the employee receives from TRS and any other source for the same disability up to a maximum monthly benefit of $6,000, for the following duration which conform with applicable governmental regulations:

Age at Disability	Maximum Benefit Period
Less than age 60	To age 65
60	60 months
61	48 months
62	42 months
63	36 months
64	30 months

65	24 months
66	21 months
67	18 months
68	15 months
69 & over	12 months

Disability benefits will be provided through age 70 or until the employee has reached full retirement at an age earlier than age 70, subject to any conditions specified in the long-term disability insurance contract with the insurance carrier.

13.5 Terms of Policies to Govern

The extent of coverage under the insurance policies referred to in this Article shall be governed by the terms and conditions set forth in said policies. Any questions concerning coverage shall be resolved in accordance with the terms and conditions in said policy and shall not be subject to the grievance procedure set forth in this Agreement.

13.6 Right to Maintain Coverage While on Unpaid Leave or on Layoff

An employee who is on an approved unpaid leave of absence or who is on layoff with recall rights shall have the right to maintain insurance coverage by paying in advance the full applicable monthly premium for the coverage the employee had prior to going on an unpaid leave of absence or being laid off.

13.7 Flexible Benefits Plan

A. The Board shall maintain a salary reduction plan which meets the requirements of Section 125 of the Internal Revenue Code and Treasury Regulations. If, at any time, Section 125 or related regulations are amended, the parties shall promptly revise the plan to comply with the amendment if necessary.

B. An employee may annually elect to participate in the salary reduction plan by choosing to receive one or more of the benefits described below:

1. Premiums for group medical and/or dental insurance not paid by the Board;

2. Reimbursement for any qualified non-reimbursed medical or dental care expenses including insurance deductibles, up to a maximum of $20,000 annually;

3. Reimbursement for qualified dependent care assistance up to a maximum of $5,000 annually.

C. The amounts designated may not be changed during the plan year unless there is a change in family status or other circumstance provided in Section 125 and/or Treasury Regulations. Any amounts designated for which valid reimbursement claims are not made on a timely basis will be forfeited and not otherwise paid to the staff member during the year nor carried over to a succeeding plan year, and such amounts shall become the property of the plan.

D. The amount elected will be deducted in equal amounts from the employee's salary payments during the plan year.

E. An employee will have until the end of March following the plan year to claim reimbursement for covered expenses incurred during the plan year.

F. Pursuant to Section 125 requirements, the Board shall not report any designated salary reductions as taxable income to any federal or state agency. However, the Board does not guarantee or, in any way, warrant that the salary reductions are non-taxable.

13.8 Insurance Benefits for Part-Time Employees

Part-time employees regularly employed on the basis of a work week of twenty-five (25) or more hours shall have the option of receiving the insurance benefits set forth in this Article.

13.9 Premium Refunds

Any refunds received for employee health, hospitalization, disability, life, dental or any other employee insurance premium, whether paid for by the Board or employee, shall revert to the Board to pay future premiums or premium increases.

ARTICLE XIV

CONDITIONS OF EMPLOYMENT OF MEDIA CENTER ASSISTANTS AND TEACHER ASSISTANTS

14.1 Provisions of Agreement Not Applicable to Media Center Assistants and Teacher Assistants

The following Articles and Sections of this Agreement shall not be applicable to media center assistants and teacher assistants:

Section 2.2	Teacher Discipline
Section 3.2	Work Year
Section 3.3	Duty-Free Lunch Period
Section 3.4	Planning and Preparation Time
Section 3.5	Traveling Teachers
Section 3.8	Notification of Outside Resources in the Classroom
Section 3.9	Curriculum Coordinating Committee
Section 3.10	Bus and Lunch Room Supervisory Duty
Section 3.11	Incidental Classroom Expenses
Section 3.12	Professional Development
Section 3.13	Teacher Evaluation
Section 3.14	Class Size
Section 4.2	Voluntary Transfer
Section 4.3	Involuntary Transfers
Article IX	Seniority and Reduction in Force
Section 11.10	Sabbatical Leave
Article XII	Salaries, Stipends and Benefits, provided that Section 12.5 (Pay Day) and 12.7 (tuition reimbursement) shall be applicable

14.2 Media Center & Teaching Assistants' Wages

The base salary for media center assistants and teacher assistants for the 2009-10 school year and beyond shall be $14.85 per hour; for those who hold valid teaching certificates, the base salary shall be $15.00 per hour. In addition, the following salary provisions shall be applicable during the term of the 2009-2012 Agreement:

A. In 2009-2010, media center assistants and teacher assistants who were employed in that capacity for the prior school year shall receive a five per cent (5%) increase over the hourly rate at which they were paid during the prior school year.
B. In 2010-2011, media center assistants and teacher assistants who were employed in that capacity for the prior school year shall receive a five per cent (5%) increase over the hourly rate at which they were paid during the prior school year.

C. In 2011-2012, media center assistants and teacher assistants who were employed in that capacity for the prior school year shall receive a five per cent (5%) increase over the hourly rate at which they were paid during the prior school year.

D. Full-time Assistants may elect to have their pay prorated over twenty-six (26) pay periods, provided that such election is made once per year on a date designated by the District.

14.3 Seniority, Layoff and Recall

A. **Definition of Seniority.** For the purposes of layoff and recall, seniority shall be the governing factor. The date of employment as a media center assistant or teacher assistant is the first day for which the media center assistant or teacher assistant is paid for work in either position. If a media center assistant or teacher assistant is transferred to one of the other two positions, the individual in question shall maintain his/her seniority as defined above. Seniority shall be calculated based on full-time equivalent service in accordance with the following guidelines:

1. A full-time equivalent media center assistant or teacher assistant is one who works 7.5 hours per day for 178 days (including mandatory attendance on the day before the first in-service day in August each year for training/orientation and the first such in-service day) for a total of 1335 hours per year.

2. A media center assistant or teacher assistant who works less than full-time shall accumulate prorated seniority credit. For example, if a full-time media center assistant or teacher assistant was hired 20 days after the start of the school year, the prorated seniority credit would be 156 days x 7.5 hours = 1170 total hours which, in turn, would convert to .88136 of a full year of service. If a media center assistant or teacher assistant worked four hours each day for a full year, the prorated seniority credit would be 177 days x 4 hours = 708 total hours which, in turn, would convert to .5333 of a full year of service.

3. No seniority credit shall be granted for a leave of absence approved by the Board.

4. If the seniority of two or more media center assistants or two or more teacher assistants is equal, the date of hire shall determine seniority. If seniority is still equal, the affected media center assistants or teacher assistants shall determine seniority by a toss of a coin.

B. **Layoffs.** If the Board decides to decrease the number of media center assistants or teacher assistants employed by the Board or to discontinue some particular type of service provided by media center assistants or teacher assistants, the resulting layoff shall be effectuated on the basis of seniority within either the media center

assistants or teacher assistants. The media center assistant or teacher assistant, whichever is applicable, with the least seniority shall be dismissed first. Notification of layoff shall be by written notice mailed to the employee and also by either certified mail, return receipt requested, or personal delivery with receipt at least thirty (30) days before the employee is removed or dismissed together with a statement of honorable dismissal and the reason therefore.

C. **Recalls**. If the Board has any vacancies within the recall period provided by law, the positions thereby becoming available shall be tendered to media center assistants or teacher assistants, whichever is applicable, with recall rights in reverse order of layoff. Notification of recall shall be by certified mail to the last known address of the affected media center assistant or teacher assistant. It shall be the responsibility of the media center assistant or teacher assistant to keep his/her address current by providing the Personnel Office with the necessary information. If the media center assistant or teacher assistant does not respond to such notification of recall by notifying the District of the decision to accept or decline the position within seven (7) calendar days of the receipt of the letter by the District to the last known address of the affected media center assistant or teacher assistant, the media center assistant or teacher assistant's right to recall shall cease.

Upon being recalled, all fringe benefits that the media center assistant or teacher assistant had accrued at time of layoff (e.g., sick leave days, seniority, etc.) shall be restored.

D. **Effect of Layoff.** Any media center assistant or teacher assistant who is laid off shall be paid all earned compensation on or before the third business day following his or her last day of employment.

E. **Seniority List.** On or before February 1 of each year the Board shall distribute to the Association a seniority list for the media center assistants and teacher assistants showing their accumulated seniority credit calculated in accordance with the provisions of subsection (a) above. If the Association or any media center assistant or teacher assistant believes there is an error in either seniority list, it should be brought to the attention of the Superintendent within two (2) weeks after the seniority list is distributed.

14.4 Probationary Period

The probationary period for media center assistants and teacher assistants shall be their first full year of employment. The Board shall be the sole judge as to whether any probationary media center assistant or teacher assistant shall be retained or terminated upon completion of the first full year of employment. A media center assistant or teacher assistant whom the Board decides to continue to employ beyond the first full year of employment shall be deemed to be a non-probationary media center assistant or teacher assistant.

14.5 Discipline of Non-probationary Media Center Assistant or Teacher Assistant

Discipline including discharge of a non-probationary media center assistant or teacher assistant shall be for just cause. Oral reprimands shall not be subject to the grievance and arbitration provisions of this Agreement.

14.6 Compensation for Assistants Who Work as Substitute Teachers

Any media center assistant or teaching assistant who works as a substitute teacher for a classroom teacher shall be paid the per diem substitute teacher rate for each full day of substitute teaching or his/her hourly rate he/she would have received as an assistant, whichever is higher.

14.7 Beginning of Year for Media Center Assistants

Media center assistants will be assigned to work one extra day at the beginning of the school year in order to help prepare the media center for the opening of school.

14.8 Duty-Free Lunch Period

Every media center assistant and teacher assistant whose normal work day spans the lunch period time shall be allowed a 30-minute unpaid duty-free lunch period.

14.9 Break Periods

Media center assistants and teacher assistants who are scheduled to work a minimum of four (4) hours per day shall be provided one ten (10) to fifteen (15) minute, duty-free break during the first four (4) hours of work and a second ten (10) to fifteen (15) minute break if he/she is scheduled to work six (6) or more hours per day. Break times shall be determined by the building principal, in consultation with the classroom teacher where appropriate, and shall be scheduled at a mutually convenient time so as not to disrupt or restrict the educational program. As to REI one-to-one assistants, the educational, emotional, and physical needs of the children to which they are assigned shall be a foremost consideration in determining when a break shall be scheduled. Break times may vary day to day and/or week to week.

14.10 Attendance at Workshops and Conferences

Media center assistants and teacher assistants may, with the approval of the appropriate administrator, attend a workshop or conference.

In addition, media center assistants and teacher assistants will attend in-service programs on partial pupil attendance days unless their appropriate supervisor determines otherwise.

14.11 Academy Courses

Media center assistants and teacher assistants will have the right to enroll in academy courses on a space available basis for a designated period of time before such courses are offered to teachers from other school districts.

14.12 Planning and Preparation Time

The principals shall endeavor, but are not required, to provide planning and preparation time for teacher assistants.

14.13 Outdoor Education Compensation

If an assistant is assigned to the two-day outdoor education field trip, such assistant shall receive the same compensation as teachers as set forth in category S of the extra duty schedule.

14.14 Media Center Assistants and Teacher Assistants Evaluation

Individual media center assistants and teacher assistants evaluations and subsequent ratings shall not be subject to the grievance procedure. The Procedural Guidelines governing the implementation of the evaluation program shall become an addendum to this Agreement.

If it becomes necessary to change the District's Media Center Assistants and Teacher Assistants Evaluation Plan in a substantive manner (i.e., changes in the definitions of ratings, changes in job description of an assistant, or changes in evaluation forms), the Board and Association shall reconvene a joint committee composed of representatives selected by the Board and representatives selected by the Association to develop an evaluation program.

14.15 Retirement

A. Sick Leave All unused sick leave at time of retirement shall be converted for additional service credit under the Illinois Municipal Retirement Fund to the maximum extent permitted by law and/or applicable rule or regulation. If a full-time employee notifies the Superintendent or designee in writing at least twelve (12) months prior to her/his intended retirement date, the employee shall be provided with the number of sick days necessary to start the 12-month period prior to retirement with two hundred forty (240) sick leave days for use in the her/his final 12-month period of employment. In addition, the employee shall receive her/his normal allotment of thirteen (13) sick days.

B. Compensation in Final Year Compensation in the last year of employment for any full-time employee age 55 years or older who (1) has completed the years of service in the District designated below and who (2) notifies the Superintendent or designee

in writing in advance of the date she/he intends to retire shall have her/his compensation increased by the percentage amounts shown and added to her/his compensation from the date of notice to the final date of employment. This additional compensation will only be paid for a maximum of twelve (12) months. All percentage increases designated in this section of the Agreement shall be calculated on the employee's hourly rate from what was reported to the Illinois Municipal Retirement Fund in the month preceding the beginning of the first month of the employee's final twelve (12) months:

10 years …… 15%
15 years …… 20%

C. Health Insurance Coverage After Retirement For a full-time employee who has at least twelve (12) years of service in District 67, the last ten (10) of which are consecutive, and who submits to the Board written notice to retire during the term of this Agreement (said notice to be submitted by July 1st of the fiscal year in which she/he is retiring), the Board shall pay on the member's behalf $1,824 per year toward the cost of single group hospitalization medical insurance coverage (not on the District's plan) for ten (10) years or until the retiree is eligible for Medicare, whichever occurs first.

ARTICLE XV

BOARD RIGHTS

15.1 Board Rights

Except as expressly modified or limited by the specific provisions of this Agreement, the Board retains the right to make and implement decisions concerning the management and operation of the District in all its respects, including, but not limited to, the right to determine the District's organizational and administrative structure; to determine the scope, purpose, and standards for the services to be offered; to make, revise, and enforce policies and regulations; to direct, assign, schedule, and evaluate employees; to determine the duration, methods, means, composition and number of personnel by which operations are to be conducted; to establish class schedules and make pupil assignments; to determine whether goods or services are to be provided or purchased; to establish, modify, or eliminate courses of instruction, specific programs, athletic, recreational and social events; to determine whether employees should be placed in contractual continued service; to establish qualifications for employment and to determine fitness for employment; and to change or eliminate existing methods, equipment or facilities.

ARTICLE XVI

EFFECT AND TERM OF AGREEMENT

16.1 Savings Clause

In the event any Article, section or portion of this Agreement should be held invalid and unenforceable by any board, agency or court of competent jurisdiction or by reason of any existing or subsequently enacted legislation, such decision or legislation shall apply only to the specific Article, section or portion thereof specifically specified in the board, agency or court decision or legislation and the remaining parts or portions of this Agreement shall remain in full force and effect and the parties, upon the request of either party, shall meet to negotiate possible changes in the terms and conditions affected by such action.

16.2 Entire Agreement

This Agreement constitutes the complete and entire agreement between the parties. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, which conflict with the express terms of this Agreement. In addition, this Agreement supersedes and cancels any side letters or memoranda previously existing between the parties.

16.3 Duration of Agreement

This Agreement shall be effective as of the first teacher work day of the 2009-2010 school year, unless otherwise specifically agreed to herein, and shall remain in full force and effect until 11:59 p.m. on the day preceding the first teacher work day for the 2012-2013 school year.

LAKE FOREST EDUCATION ASSOCIATION, IEA-NEA	**CITY OF LAKE FOREST BOARD OF EDUCATION, SCHOOL DISTRICT 67**
_____	_____
LFEA President	**Board President**
ATTEST	**ATTEST**
_____	_____
Secretary	**Secretary**
_____	_____
Date	Date

LFEA Salary Schedule						
2009-10 with 1% increase on base						
Step	BA	BA+15	MA	MA+15	MA+30	MA+45
1	38,209	39,642	41,128	42,671	44,271	45,931
2	39,546	41,029	42,568	44,164	45,820	47,538
3	40,930	42,465	44,058	45,710	47,424	49,202
4	42,363	43,951	45,600	47,310	49,084	50,924
5	43,846	45,490	47,196	48,965	50,802	52,707
6	45,380	47,082	48,847	50,679	52,580	54,551
7	46,968	48,730	50,557	52,453	54,420	56,461
8	48,612	50,435	52,327	54,289	56,325	58,437
9		52,201	54,158	56,189	58,296	60,482
10		54,028	56,054	58,156	60,336	62,599
11		55,919	58,015	60,191	62,448	64,790
12		57,876	60,046	62,298	64,634	67,058
13			62,148	64,478	66,896	69,405
14			64,323	66,735	69,237	71,834
15			66,574	69,071	71,661	74,348
16			68,904	71,488	74,169	76,950
17			71,316	73,990	76,765	79,643
18				76,580	79,452	82,431
19					82,232	85,316
20					85,111	88,302

LFEA Salary Schedule						
2010-11 with .5% increase on base						
Step	BA	BA+15	MA	MA+15	MA+30	MA+45
1	38,400	39,840	41,334	42,884	44,492	46,161
2	39,744	41,234	42,781	44,385	46,049	47,776
3	41,135	42,678	44,278	45,938	47,661	49,448
4	42,575	44,171	45,828	47,546	49,329	51,179
5	44,065	45,717	47,432	49,210	51,056	52,970
6	45,607	47,317	49,092	50,933	52,843	54,824
7	47,203	48,973	50,810	52,715	54,692	56,743
8	48,855	50,687	52,588	54,560	56,606	58,729
9		52,462	54,429	56,470	58,588	60,785
10		54,298	56,334	58,446	60,638	62,912
11		56,198	58,306	60,492	62,760	65,114
12		58,165	60,346	62,609	64,957	67,393
13			62,458	64,801	67,231	69,752
14			64,644	67,069	69,584	72,193
15			66,907	69,416	72,019	74,720
16			69,249	71,846	74,540	77,335
17			71,672	74,360	77,149	80,042
18				76,963	79,849	82,843
19					82,644	85,743
20					85,536	88,744

LFEA Salary Schedule
2011-2012

For the 2011-2012 school year, teachers shall be paid on the basis of their placement on the 2011-2012 salary schedule. The salary schedule for the 2011-2012 school year will be the product of the CPI (with a minimum of 0.75% and a maximum of 4%) times the 2010-2011 salary schedule.

Community Relations

Conduct On School Property

The School District expects mutual respect, civility, and orderly conduct among all individuals on school property or at a school event. No person on school property or at a school event shall:

1. Injure, harass, or intimidate a staff member, students, a School Board Member, or any other person;
2. Damage or threaten to damage another's property;
3. Damage or deface School District property;
4. Violate any Illinois law or town or county ordinance;
5. Smoke or otherwise use tobacco products;
6. Consume, possess, distribute, or be under the influence of alcoholic beverages or illegal drugs, or possess dangerous devices or weapons;
7. Impede, delay, or otherwise interfere with the orderly conduct of the District's educational program or any other activity occurring on school property;
8. Enter upon any portion of school premises at any time for purposes other than those which are lawful and authorized by the Board of Education;
9. Operate a motor vehicle in a risky manner or in violation of an authorized District employee's directive, or
10. Violate other District policies or regulations, or an authorized District employee's directive. Copies of Board policies are available for inspection in the Board Office.

"School property" means school buildings, vehicles used for school purposes, and school grounds.

State law prohibits a child sex offender from:

- being present in any school building, on school grounds, in any school vehicle, or at school related activity, or
- loitering on a public way within 500 feet of school property when persons under the age of 18 are present, unless the offender is a parent/guardian of a student present in the building, on the grounds, or in the vehicle, or unless the offender has permission to be present from the Superintendent or the School Board. If permission is granted, the Superintendent or Board President shall provide the details of the offender's upcoming visit to the Building Principal. The Superintendent, or designee who is a certified employee, shall supervise a sex offender whenever the offender is in a child's vicinity.

As circumstances warrant, the District's administrators shall take appropriate action in enforcement of this policy. Violations will be handled as follows:

- Anyone observing a student violating this policy shall notify the Building Principal where the student is enrolled and the Principal shall take whatever action is appropriate under the student conduct code.
- The supervisor of any employee violating this policy shall take whatever action is appropriate according to personnel rules and bargaining agreements, if any.
- Anyone observing a parent/guardian or other person violating this policy shall immediately notify the Building Principal or designee. The Principal or designee will request that the person act civilly or otherwise refrain from the prohibited conduct. If the person persists with uncivil or prohibited behavior, the Principal shall request that the person immediately leave school property and may contact law enforcement if appropriate.

LEGAL REF.: Pro-Children Act of 1994, 20 U.S.C. § 6081.
105 ILCS 5/10-20.5b and 5/24-24.

CROSS REF.: 7:190, 8:20, 8:40

ADOPTED: January 12, 1999

AMENDED: November 15, 2000

January 9, 2001

Community Relations

Visitors To The Schools

Visitors are welcome at any School District building, provided their presence will not be disruptive. All visitors, including parents and staff, shall initially report to the Building Principal's office. If a parent wishes to confer with a teacher, said meeting shall take place at a date and time mutually agreed upon in advance by the teacher and parent. Conferences with teachers are held outside school hours or during the teacher's conference/preparation period. The purpose of this policy is to be inviting to parents while protecting the instructional time of teachers with students.

Any staff member may request identification from any person on school grounds or in any school building; refusal to provide such information is a criminal act. The Building Principal or designee shall seek the immediate removal of any person who: (1) refuses to provide requested identification, (2) interferes with, disrupts, or threatens to disrupt any school activity or the learning environment, (3) or engages in an activity in violation of School Board policy 8:30, Conduct on School Property.

ADOPTED: January 12, 1999

AMENDED: January 9, 2001

Community Relations

Parental Involvement

In order to assure collaborative relationships between students' families and the Board of Education and District personnel, and to enable parent(s)/guardian(s) to become active partners in education, the Superintendent shall develop administrative procedures to:

1. Keep parent(s)/guardian(s) thoroughly informed about their child's school and education.
2. Encourage involvement in their child's school and education.
3. Establish effective two-way communication between all families and the Board of Education and District personnel.
4. Seek input from parent(s)/guardian(s) on significant school-related issues..
5. Inform parents/guardians on how they can assist their children's learning.

The Superintendent or designee shall periodically report to the Board on the implementation of this policy.

CROSS REF.: 6:250, 8:90

ADOPTED: January 12, 1999

Appendix G

Assistant Staff Evaluation Form
Procedural Guidelines
Media Center Assistants and Teacher Assistants Evaluation

This document supports the Agreement between The City of Lake Forest Board of Education, School District No. 67 and the Lake Forest Education Association, IEA/NEA under Article 14.14. All media center assistants and teacher assistants are expected to perform all responsibilities in their respective job descriptions. The media center assistant/teacher assistant evaluation should include emphasizing areas of strength and areas for growth as they relate to the professional growth process. Themes connected to the Ventures of Excellence program, which the school district is currently using in its hiring practices, could also be included in the narrative portion of the evaluation. Those themes are listed in this document following the job description.

Each media center assistant or teacher assistant will receive a letter by September 15 informing him/her as to the administrator who is assigned primary responsibility for her/his evaluation. The general procedures of this evaluation system will be distributed annually to media center assistants and teacher assistants no later than September 15.

Media center assistants and teacher assistants will be formally observed and evaluated at least once each year by the evaluator.

Additional observations may occur at the prerogative of the evaluator.

The Assistant Staff Evaluation Form for the media center assistants and teacher assistants will be completed by April 30. The text of the narrative evaluation will reflect the media center assistant or teacher assistant's strengths and areas for professional growth. A single summary rating of excellent, satisfactory, or unsatisfactory will be given based on the media center assistant or teacher assistant's performance in the five thematic areas of the appropriate job description and/or evaluation form.

At the summative evaluation conference the evaluator will share the written assessment of the five thematic areas. The media center assistant or teacher assistant will have the opportunity to share additional information.