

**Professional Negotiation Agreement**

**between**

**The Board of Education  
Itasca District #10, DuPage County  
Itasca, Illinois**

**and**

**The Education Association of Itasca/  
Illinois Education Association/  
National Education Association**

**\*2016-2017**

**\*2017-2018**

**\*2018-2019**

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**ARTICLE I**

**PURPOSE**

The Board of Education of Itasca School District #10, DuPage County, State of Illinois, hereinafter referred to as the Board, and the Education Association of Itasca, affiliated with the Illinois Education Association and the National Education Association, hereinafter referred to as the Association, agree as follows:

**ARTICLE II**

**RECOGNITION**

The Board recognizes the Association as the exclusive bargaining representative for all licensed employees, hereinafter teachers. Such representation shall exclude any personnel employed in a capacity requiring a Type 75 license and all individuals employed in an educational support personnel capacity.

**ARTICLE III**

**BOARD RESPONSIBILITIES AND RIGHTS**

It is recognized that the Board has full authority and responsibility under the laws of the State of Illinois for the operation of the schools of the District. The Board and the Association recognize, understand, and agree that the provisions of this agreement cannot conflict with the provisions of the Illinois School Code or other pertinent statutes of the United States or of the State of Illinois. The Association recognizes that, in the operation of its schools, the Board is guided by the regulations and criteria for the approval, recognition, and accrediting of schools promulgated by the Illinois State Board of Education, the State Superintendent of Education, the Superintendent of the Educational Service Region, and the federal education agencies. The Association recognizes the Board's right to employ, discharge, grant contractual continued service to, assign, transfer, and promote all licensed personnel.

**ARTICLE IV**

**ASSOCIATION RESPONSIBILITIES AND RIGHTS**

A. **MEETINGS**

The Association shall have the right to hold meetings on school District property provided such meetings in no way interfere with any aspect of the educational program. Up to two (2) meetings may begin ten minutes following student dismissal at the school with the latest dismissal time. All other meetings may be held after the regularly scheduled workday.

B. **ANNOUNCEMENTS**

The Association shall have the right to use all forms of communications for appropriate announcements. A copy of all such announcements shall be given to the principals.

C. NOTICES

The Association shall be provided with bulletin board space in each school located in the teachers' faculty room. Association announcements and all material posted should relate only to the Association business.

D. BOARD MEETINGS

The Board shall place on the agenda of any board meeting any matters brought to its attention by the Association in accordance with the procedure set forth for the general public.

E. BOARD MEETING AGENDAS

A copy of the agenda for the board meeting will be provided to the Association president two (2) days before the regularly scheduled board meeting.

F. BOARD MEETING NOTICES

The president of the Association shall be provided written notice of all regular and special meetings of the board together with a copy of the agenda or statement of the purpose of each meeting at least twenty-four (24) hours prior to the scheduled time of the meeting.

G. BOARD MEETING MINUTES

The president of the Association shall be provided a copy of the official-minutes within five (5) days after the meeting in which the minutes were approved.

H. BOARD COMMITTEE MEETINGS

The Association may attend any board Committee meeting and offer its views.

I. MEETINGS WITH THE SUPERINTENDENT

The Association may meet monthly with the superintendent for the purpose of discussing concerns and/or ideas. The Association president and a representative of each building shall be present at the meetings. The Association shall assume the responsibility of electing or appointing such building representatives or alternates.

At the request of the Superintendent, the building principal(s) may attend any meeting. Meetings may be cancelled twenty-four (24) hours prior to the time of the meeting by either party, but will be rescheduled if either party feels the meeting is necessary.

Minutes will be approved by the Superintendent and Association President before distribution.

J. DUES DEDUCTION

The Board shall deduct from each teacher's pay the current dues of the Association, provided the Board has received a signed authorization form from the teacher submitted within thirty (30) days after the first day of active employment. Pursuant to such authorization, the Board shall deduct one-eighteenth (1/18th) of such dues from the

regular salary check each month for nine (9) months starting in October, or until notified in writing by the teacher between the dates of July 15, and September 15, not to deduct the dues. For teachers hired during the school year, dues will be deducted in equal installments through June of the current school year, and will commence the first paycheck after the Board has received the signed authorization form.

The Board shall remit said deducted dues to the Association within ten (10) days following the pay period deduction.

The Board is acting solely as an agent for the deduction of Association dues. The Association herein holds harmless the Board for any litigation cost brought upon the Board by any Association member(s) as the result of the Board compliance with this article provided that upon receipt of a written or legally signed complaint the Board:

gives immediate notice of such action in writing to the Association and permits the Association intervention as a party if it so desires; and,

gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.

K. AGREEMENT PRINTING

Within thirty (30) days of ratification of the agreement, the Association shall have the agreement printed and distributed. The Board shall be entitled to as many copies of the agreement as the Board requests prior to the printing. The cost of printing the agreement will be shared equally by the Board and the Association.

L. CONSUMER PRICE INDEX

The Consumer Price Index, hereafter known as the CPI, is defined for the 2016-2017 school year in a May 2015 letter from the County Clerk, for the 2017-2018 school year in a May 2016 letter from the County Clerk, and for the 2018-2019 school year in a May 2017 letter from the County Clerk

**ARTICLE V**

**PERSONNEL RECORDS**

A. CONTENTS AND LOCATION

A personnel file maintained in the office of the Superintendent shall include the following sections:

1. Evaluation Section - The evaluation section shall include all commendations and complaints against the teacher, written suggestions for correction and improvement, and formal evaluation reports made by the administration.
2. Supplementary Section - The supplementary section may include, but not be limited to, teacher certificates, health certificates, standard test scores, academic records, pre-employment references, and application forms.

B. ADDITIONS TO THE EVALUATION SECTION

No complaint, suggestion, or evaluation may be placed in the evaluation file unless it meets the following requirements:

1. The comment is signed and dated by the person making the complaint, suggestion, or evaluation; and
2. The superintendent or teacher's principal has notified the teacher by letter that the comment is available in the Superintendent's office for inspection prior to the comment being placed in the teacher's evaluation section. The teacher may offer a written response to the complaint, suggestion, or evaluation, and any such response shall become a part of the teacher's evaluation section. The teacher shall sign and date the response.

C. GENERAL ACCESS

Access to a teacher's personnel file may be given to the following persons without the consent of the teacher:

1. Superintendent of Schools
2. The teacher's principal
3. The Board

Board members who wish to inspect a teacher's file must sign and date the record sheet attached to the file. No other person may have access to a teacher's personnel file except under the following circumstances:

1. The teacher gives written consent for the release of his or her own records. The written consent must specify the records to be released and to whom they are to be released. Each request for consent must be handled separately; blanket permission for release of information shall not be accepted; or,
2. The records are subpoenaed or under court order. In either instance, the record sheet shall be signed and dated.

D. TEACHERS' ACCESS

A teacher may have access to his or her own personnel file at all reasonable times, i.e., during regular District business hours. The right to access includes the right to make a written response to any information contained in the file. Any written response must be signed and dated by the teacher, and the response shall become part of the personnel file.

## **ARTICLE VI**

### **WORKING CONDITIONS**

#### **A. ASSIGNMENTS AND TRANSFERS**

The basic consideration in the assignment of teachers is the well-being of the program of instruction. The appropriateness of the assignment will have a significant impact on the morale of the professional staff and the effectiveness of the total educational program. Teachers shall be assigned on the basis of their meeting position qualifications, the needs of the District and their expressed desires. When it is not possible to meet all three conditions, teachers shall be assigned first in accordance with the needs of the District, second where the administration feels the teachers are most qualified to serve, and third as to the expressed preference of teachers if all other considerations are equal.

Prior to a teacher's re-assignment, the principal will provide a written rationale of the re-assignment to the teacher. The teacher may submit a written response to the re-assignment; any such response shall become part of the teacher's personnel file. The principal will meet with the teacher prior to the re-assignment to discuss the re-assignment unless the teacher chooses not to meet. At the mutual agreement of the administrator and the teacher, an Association representative may be present at the meeting.

#### **B. SCHOOL CALENDAR**

The school calendar shall consist of a maximum of 185 working days, of which a maximum of 177 may be teacher/pupil contact days, 1 full-day parent teacher conference and 2 evening conferences of a maximum of 4 hours each, and 6 institute/workshop days.

#### **C. TEACHERS' SCHEDULES**

The contractual school year for teachers shall consist of the days included in the school calendar adopted annually by the Board.

The professional work day of teachers shall be thirty (30) minutes prior to the start of school and thirty (30) minutes after the close of school.

When creating building schedules, the appropriate principal shall solicit input from team leaders and make every reasonable attempt to equalize planning and preparation time for all full-time certificated staff assigned to his/her particular building. Every reasonable effort will be made to provide all certificated staff one planning period each day.

Prior to creating the written schedule for each traveling teacher, the appropriate principal(s) will schedule a meeting with each traveling teacher for his/her input. Should the schedule require revisions, the appropriate principal(s) shall solicit each teacher for his/her input. An association representative may be present at these meetings.

Prior to the commencement of the school year, the administration will provide part-time teachers with a written schedule, including in-service days, for the upcoming school year with a written explanation of their compensation.

Teachers will also be responsible for attending conferences, which occur during the normal workday as assigned by the administration. The principal may appoint a committee for a specific, short-term task (3-4 meetings) as long as that committee assignment does not extend beyond the teachers' workday.

On Fridays and days before holidays and vacations, and on days when teachers must return for an evening school commitment, the teachers' work day shall end when students are dismissed. Any changes in the amount and nature of evening commitments shall be at the mutual agreement of the administration and association.

On the last day of school, a teacher's workday will end when he/she has completed his/her professional duties.

#### D. EARLY DISMISSAL

On days that students are dismissed for the purpose of building meetings or staff development, staff will be required to remain in the building through the work day. The principal may grant the teacher the opportunity to use this time for other purposes.

At the primary and intermediate schools the first and last early dismissal days of each quarter will be designated for record keeping.

At the middle school the last early dismissal day of each quarter will be designated for record keeping.

Early dismissal days at the middle school end at 3:00 PM or when scheduled meetings are complete, whichever is later. One (1) early dismissal day a month at the middle school will be designated for self-directed professional development. The middle school principal will schedule a meeting with the association to devise a schedule for these days.

#### E. TRAVEL REIMBURSEMENT

Teachers who are required to use their own transportation in the performance of duties, and teachers who are assigned to more than one (1) school per day shall be reimbursed for all such travel from school to school at the rate of the maximum allowable IRS rate per mile for all driving done between their arrival at the first location and their departure from their last location. Teachers to be reimbursed under this article must conform to the minimum Illinois State requirement of insurance coverage for Illinois drivers.

#### F. EXTRACURRICULAR ASSIGNMENTS

Extracurricular applicants will be considered in the following order.

1. The administration will post a vacancy notice to the building teachers via email for an extracurricular assignment.
2. If no building teachers respond by the posted closing date, the administration will post the vacancy notice to any teacher in the district.
3. If no district teachers respond by the posted closing date, the administration will post the vacancy notice for all district employees.

4. If no district employees respond by the posted closing date, the administration will seek non-district employee candidates.

Should the District receive no qualified applicants for the extracurricular position, the District may assign or not assign duties as indicated in Appendix (A). A teacher shall not be assigned more than one extracurricular duty per school year. A teacher shall not be assigned the same extracurricular duty more than two consecutive years.

Upon accepting an extracurricular assignment, the staff member will be provided with a written description of the duties. Additionally, at the teacher's discretion, a meeting will take place with the building principal to discuss the extracurricular assignment duties. Extracurricular duty job sharing may be considered by the administrator at the request of the teacher.

For assignments created during the term of the contract, the Association Negotiation Committee chair and the Superintendent shall meet to agree upon compensation. This meeting shall occur prior to the commencement of the assignment.

When a teacher's paid sick leave extends beyond 10 consecutive workdays, the teacher may forfeit the extracurricular duty pay for the remainder of the sick leave per day. Should the district deem it necessary to immediately fill a vacancy, the district will follow the procedures as outlined above.

Teachers who wish to resign an extracurricular assignment for the subsequent year will provide notice to the district by May 15 of the current year. Should the district choose not to offer an extracurricular duty to the incumbent teacher for the subsequent year, the district will provide a written notice of intent with reasons by May 15 of the current year. Additionally, at the teacher's discretion, a meeting will take place with the building principal to discuss the reasons set forth in the letter. An association representative may be present at the meeting at the request of the teacher.

The Association shall be notified about extracurricular duty reductions in force, and the superintendent shall solicit input from the Association before implementing the reductions.

Extra duty salary schedules will be in accordance with Appendix B. The extra duty salary schedules for the 2016-2017 and 2017-2018 school years.

G. EXTRACURRICULAR PROCEDURES

Teachers shall be given credit for prior District 10 experience in the activity.

H. EXTRACURRICULAR COMMITTEE

An ongoing study committee will make recommendations to the Faculty Advisory Committee regarding extracurricular duty structure and compensation.

I. PAYDAY

Payroll direct deposit shall be regularly deposited so as to be received by teachers' financial institutions by the 15<sup>th</sup> and the last day of each month provided the days do not fall on the week-end. In such cases, the deposit shall be received by teachers' financial institutions on the Friday before payday.

J. EDUCATIONAL ACHIEVEMENT VALUE (formerly Salary Lane Change)

Recognition for the efforts made by teachers toward continual professional growth and development is provided by monetary Educational Achievement Values (EAV), which acknowledge and encourage the completion of course work beyond the Bachelor's degree level. EAV advancement shall occur at the beginning of the school year and at the second semester if the course work has been completed prior to the beginning of that semester. Licensed staff members who anticipate EAV advancement shall indicate their intent on the Continuing Contract Status form at the beginning of the school year, and the EAV Spring Intent Form.

The amounts of the EAVs are:

2016-2018 Educational Achievement Values

- BA to BA+15 \$1,500
- BA+15 to MA \$1,500
- MA to MA+15 \$1,500
- MA+15 to MA+30 \$1,500

Beginning January 1, 2019 Educational Achievement Values

- BA to MA \$3,000
- MA to MA+30 \$3,000

Licensed staff who advanced to BA+15 EAV prior to January 1, 2019, and complete course work to advance to MA after January 1, 2019, will receive an EAV of \$1,500. Licensed staff who advanced to MA+15 EAV prior to January 1, 2019, and complete course work to advance to MA+30 after January 1, 2019, will receive an EAV of \$1,500.

Licensed staff who earn EAV advancement at the second semester will receive a prorated EAV based on  $\{(Base\ Salary + \$1500 / 184) \times (remaining\ days\ in\ contractual\ year)\}$ . The starting point for calculating salary for the subsequent school year, however, will be based on  $\{Base\ Salary + \$1500\}$ .

K. JOB SHARING

Full-time tenured teachers may apply for a job sharing arrangement. A proposed job share plan must be submitted to building principal by March 1 of the year preceding the school year. With input and approval of the building principal, proposals then shall be forwarded with recommendations to the Superintendent no later than April 1.

The job share proposal must include teaching responsibilities, schedule of work hours and method of communication between job sharing teachers. Both teachers will attend parent-teacher conferences, open house, curriculum night, teacher institutes and the two full-day teacher workshops.

The Superintendent shall approve or disapprove the proposed job share arrangement by May 1. If approved by the Superintendent, each of the two participating teachers shall retain tenure and be placed appropriately on the salary schedule with salary, health insurance, life and disability insurance, as permitted by the carriers, and leave benefits prorated to the time worked. In addition, they shall accrue seniority in proration to the amount of time worked.

A teacher in a job share position may return to full time teaching by notifying the Superintendent of such interest in writing prior to March 1. Teachers in a job share position must re-apply prior to March 1 to continue the program each year if they wish to continue in the job share program.

In the event the employment of a participating teacher ceases during a school term for any reason, the Superintendent shall have the right to return the remaining participant to full time status. The remaining teacher must accept the full time position or resign.

Any teacher whose request for job share is denied, may, upon request, receive the rationale for such denial in writing from the Administration.

L. PART-TIME LEAVE OF ABSENCE

Part-time leave of absence will be permitted at the discretion of the Administration.

The Superintendent shall approve or disapprove the part-time leave of absence by May 1. If approved by the Superintendent, the teacher shall retain tenure and be placed appropriately on the salary schedule with salary, health insurance, life and disability insurance, as permitted by the carriers, and leave benefits prorated to the time worked. In addition, the teacher shall accrue seniority in proration to the amount of time worked.

A teacher in a part time leave of absence may apply to return to full time status by notifying the Superintendent of such interest in writing prior to March 1. A teacher in a part-time leave of absence must re-apply prior to March 1 to continue the program each year if they wish to continue in the part-time leave of absence.

M. ONLINE GRADING PROCEDURES

An ongoing study committee will make recommendations to the Faculty Advisory Committee for use of online grading procedures and policies.

N. NATIONAL BOARD CERTIFICATION STIPEND

Teachers who earn National Board for Professional Teacher Standards (NBPTS) Certification will receive a one-time non-recurring stipend of \$1,000 during the first year of the 10 years of the certification. If a NBPTS teacher is hired by the District, he/she will receive the stipend during their first year of employment.

## **ARTICLE VII**

### **TEACHERS' RESPONSIBILITIES AND RIGHTS**

#### **A. SENIORITY**

Seniority shall be defined as the length of a tenured teacher's continuous full time service in the District. Seniority for a part-time teacher shall be defined as the length of prorated continuous service in the District. Said service shall be computed from the first day of uninterrupted employment within the District.

The first day shall be defined as the date and time the teacher signs the contract.

Seniority will accrue in accordance with the Illinois School Code or other applicable law.

#### **B. TEACHING EXPERIENCE CREDIT**

Full credit will be given for prior certified teaching experience for each full year to a maximum of five years. Full credit will be given for nursing and counseling experience with a BA for each full year to a maximum of five years.

#### **C. SUPERVISION**

Teachers and other certificated educational employees shall supervise and maintain discipline to insure the safety of the students.

#### **D. STAFF VACANCIES**

Teacher vacancies as well as extracurricular vacancies shall be posted via email and in the teachers' lounge at each building during the school year. In the summer months, notice of vacancies shall be emailed to the teachers. Vacancy notices will also be provided to the Association president.

Teachers presently employed who are qualified and have applied for such positions shall be interviewed and given consideration for the positions for which they have applied. To be considered for a position, either teacher or extracurricular, a letter must be submitted to the administrative center prior to the posted deadline.

#### **E. JUST CAUSE**

No tenured teacher shall be disciplined or dismissed without just cause. If a meeting could in any way lead to a teacher being disciplined or terminated, or affect personal working conditions, an Association representative may be present at the meeting.

## **ARTICLE VIII**

### **LEAVES**

#### **A. LEAVE OF ABSENCE**

1. A tenured teacher may be eligible for a leave of absence subject to the following:
  - a. Application for leave shall be made in writing to the Board at least sixty (60) calendar days prior to the date when the leave would begin.
  - b. Teachers may apply for a maximum of two consecutive school years of leave. Any portion of a school year requested and used for unpaid leave shall be counted as one full school year.
  - c. Sick leave shall not be applicable during the period of the leave, but any accumulated sick leave available at the time of the commencement of the leave shall be available upon termination of such leave and the return to employment in the District.
  - d. The period of the leave shall be without salary.
  - e. For purpose of advancement in salary, any teacher who has been employed for at least 91 days of the school year, of which a leave was taken, shall be entitled to a year advancement on the salary schedule. Any teacher employed less than 91 days of the school year, of which a leave was taken, shall not receive advancement on the salary schedule.
  - f. Any teacher granted a leave of absence shall notify the Board in writing by registered mail no later than March 1, that the teacher intends to return to employment. Failure to advise the Board of the intent to return shall be treated as a resignation from the District.
  - g. With the consent of the carriers, teachers may maintain insurance benefits during the leave by making timely payments of all premiums which may be due during leave.
2. A .25 or greater Full Time Equivalent (FTE) part-time teacher with at least four years of consecutive service in the district may be eligible for a leave of absence subject to the following:
  - a. Application for leave shall be made in writing to the Board at least sixty (60) calendar days prior to the date when the leave would begin.
  - b. Teachers may apply for a maximum of two consecutive school years of leave. Any portion of a school year requested and used for unpaid leave shall be counted as one full school year.
  - c. Sick leave shall not be applicable during the period of the leave, but any accumulated sick leave available at the time of the commencement of the leave shall be available upon termination of such leave and the return to employment in the District.

d. The period of the leave shall be without salary.

e. For purpose of advancement in salary, any teacher who has been employed for at least 50% of the school year, of which a leave was taken, shall be entitled to a year advancement on the salary schedule. Any teacher employed less than 50% of the school year, of which a leave was taken, shall not receive advancement on the salary schedule.

f. Any teacher granted a leave of absence shall notify the Board in writing by registered mail no later than March 1, that the teacher intends return to employment. Failure to advise the Board of the intent to return shall be treated as a resignation from the District.

## B. SICK LEAVE

Teachers shall be allowed twelve (12) sick days annually, which will increase to fourteen (14) sick days annually after a teacher has completed ten years of in-district service. The unused portion of the sick leave may accumulate to 352. In addition, the unused personal leave days may be accumulated as sick leave.

Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household. Immediate family shall include parents, spouse, brothers, sisters, children, step-children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians. The Superintendent will review and consider any additional requests.

In relation to childbirth, an employee may use her accumulated sick days as dictated by the employee's health and her doctor's recommendation. Sick leave related to childbirth will begin when the doctor indicates that the employee can no longer work due to a medical condition. Accumulated sick days can be used until such time as the employee's doctor indicates that she is fit to return to work. In the case of adoption, an employee may use up to 8 weeks of accumulated sick leave to facilitate the needs of her/his family.

Sick leave for teachers working less than full-time will be prorated on the number days worked in a school year.

## C. PERSONAL LEAVE

Teachers shall be granted two (2) personal leave days per school year, which will increase to three (3) personal leave days after a teacher has completed ten years of in-district service. Personal leave days shall be used for business which cannot be conducted during non-school hours or for emergency conditions which prevent the teacher from reporting to work. Teachers who work less than full time, but at least half time, shall be granted one (1) personal leave day per school year. Personal leave notice shall be given to the principal a minimum of five (5) working days unless there is a special circumstance. Teachers shall provide a reason for the leave in aforementioned special circumstances. Except for special circumstances, personal leave days should not be requested on the school day prior to or after a legal holiday or school recess, in conjunction with sick leave, or on institute/workshop days.

D. ATTENDANCE INCENTIVE

Teachers who complete the school year without utilizing any sick days or personal leave days shall receive a bonus of \$300 payable with the June 30<sup>th</sup> paycheck.

E. BEREAVEMENT LEAVE

At the beginning of each school year, each teacher shall be granted a maximum of five (5) days bereavement leave. As soon as practical, the teacher must apply for the bereavement leave in writing using the appropriate form. Said bereavement leave may be used in connection with the death of immediate family including parents, spouse, brothers, sisters, children, step-children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians. Bereavement leave shall not be cumulative. The Superintendent will review and consider any additional requests.

F. JUDICIAL LEAVE

Teachers called for jury duty during school months shall make an effort to have such jury duty postponed until non-working months. If requested to serve on jury duty, teachers shall be paid full salary for such time and suffer no loss of benefits or contractual advantage. All payments except mileage shall be returned to the District.

Teachers subpoenaed to testify during working hours in any judicial or administrative matter or who shall be asked to testify in any arbitration or fact finding shall be paid full salary for such time and suffer no loss of benefits or contractual advantage. However, they shall reimburse the District the salary of the substitute. The teacher will not be obligated to reimburse the District for a substitute salary if the teacher is subpoenaed in litigation against the District when the teacher is acting as an employed agent of the District.

G. ASSOCIATION LEAVE

The Association shall be granted six (6) days per year for the purpose of conducting Association business. The Association shall reimburse the District for the cost of each substitute teacher and shall inform the District five (5) school days prior to the use of each day of leave.

**ARTICLE IX**

**GRIEVANCE PROCEDURE**

A. DEFINITION

A grievance shall be any claim by a teacher or teachers that there has been an alleged violation, misinterpretation, or misapplication of any of the terms of this agreement.

B. TIME LIMITS

All time limits consist of school days, except when a grievance is submitted fewer than ten (10) days before the close of the current school term. Then time limits shall consist of all week days.

The grievance must be filed within ten (10) school days from the time of the occurrence of the event complained of or from the time when such event might reasonably have been ascertained to have occurred.

Failure of the teacher to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step.

#### C. METHOD OF FILING

Prior to submitting a formal written grievance, these procedures must be followed to assure the grievance is handled in an orderly and efficient manner.

1. The submitted formal, written grievance is completed in triplicate on the designated form (APPENDIX E) and signed by the grievant. If a teacher files any claim or complaint in any other form other than under the procedure of this agreement, the Board shall not be required to process the same claim or set of facts through the grievance procedure.
2. All information is complete and accurate specifically defining the aggrieved article and the nature of the alleged claim. Information during the grievance process shall be considered confidential.
3. A copy is retained by the teacher with the original and second copy forwarded to the immediate supervisor. The second copy will be returned to the teacher with the immediate supervisor's response.
4. If the issue is not resolved at step one (1), upon submission and receipt of the formal written complaint within the designated time limits, the grievance will proceed to step two (2). The grievance may be resolved or dismissed by the grievant at any step in the procedure.

#### D. REPRESENTATION

1. An Association representative may be in attendance at any step.
2. A teacher may elect to not be represented by the Association in the processing of the grievance through step four (4).
3. The Board may be represented at any step.

#### E. PROCEDURES

1. An attempt shall be made to resolve any grievance in an informal meeting (step 1) between the grievant and the immediate supervisor, prior to the filing of the grievance.
2. If the grievance cannot be resolved informally, the grievant shall file the grievance in writing (step 2.) The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the agreement, and shall state the remedy requested. The immediate supervisor shall make a decision on the grievance and communicate it in writing to the superintendent, president of the Board, the teacher, and the president of the Association within ten (10) school days after the receipt of the grievance.

3. In the event a grievance has not been satisfactorily resolved at the second step, the grievant shall file, within ten (10) school days of the receipt of the written decision at the second step, a copy of the grievance with the superintendent (step 3.) Within ten (10) school days after such grievance is filed, the grievant and the superintendent or his designee shall meet to resolve the grievance.

The superintendent or his designee shall file an answer within ten (10) school days of the third step grievance meeting and communicate it in writing to the president of the board, the immediate supervisor, the grievant, and the president of the Association.

4. If the grievance is not resolved satisfactorily at the third step, the grievant shall file, within ten (10) school days of the receipt of the superintendent's written decision at the third step, a copy of the grievance with the Board President (step 4.) Within twenty (20) school days after such written grievance is filed, the grievant and the Board shall meet to resolve the grievance. The Board President shall file an answer with ten (10) school days of the fourth step grievance meeting and communicate it in writing to the superintendent, the grievant, and the president of the Association.
5. If the grievance is not resolved satisfactorily at the fourth step, there shall be available a fifth step of binding arbitration. The grievant and the Association may jointly submit, in writing, notice to the superintendent within thirty (30) school days from receipt of the step four answer to enter into such arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the Board and the Association in accordance with the rules of the American Arbitration Association.
6. The board, the grievant and the Association shall not be permitted to assert any grounds or evidence before the arbitrator which was not previously disclosed to the other party.
7. The arbitrator's decision shall not amend, modify, nullify, ignore, or add to the provisions of this agreement. The arbitrator's authority shall be strictly limited to deciding only the issue or issues presented in writing by the Board or the Association and the decision must be based solely and only upon the interpretation of the meaning or application of the express relevant language of this agreement.

#### F. PREROGATIVES

1. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
2. A grievance may be withdrawn at any level without establishing precedent.
3. Either an Illinois Education Labor Relations Board or American Arbitration Association arbitrator may be used for arbitration. Each party shall bear the full cost of its representation in the arbitration. The cost of the arbitrator shall be shared equally by both parties.

4. By mutual agreement, the Expedited Arbitration Rules of the American Arbitration Association shall be used instead of the Voluntary Labor Arbitration Rules.

**ARTICLE X**

**VALIDITY**

If any provision of this agreement is declared illegal by a court of competent jurisdiction, such provisions shall be automatically deleted from this agreement. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of this agreement if not affected by the deleted article, section, or clause.

If the court does not provide a remedy, the Board and the Association will meet within thirty (30) days to negotiate a resolution of the issue.

**ARTICLE XI**

**NO STRIKE CLAUSE**

The Association agrees not to engage in a strike for the duration of this agreement.

**ARTICLE XII**

**SALARY**

For 2016-2017 and 2017-2018 the base annual salary for all licensed staff continuously employed from one school year to the next shall be increased based on their base annual salary at of the close of the prior school year as determined in this order:

1. EAV (lane)
2. Increasing the licensed staff member's annual salary by .97% of CPI
3. A Market Rate Adjustment (MRA) as indicated by the formula identified below:

<b>2016-2017</b>				
<b><u>Additional Salary Appropriation - EAV Allowance - Cost of Living Adjustment / # of FTE Licensed Staff</u></b>				
\$160,000.00	-	\$20,000.00	-	(97% x CPI or 0.776%) /Approx. 75 people
<b>2017-2018</b>				
<b><u>Additional Salary Appropriation - EAV Allowance - Cost of Living Adjustment / # of FTE Licensed Staff</u></b>				
\$210,000.00	-	\$20,000.00	-	(97% x CPI or 0.679%) /Approx. 75 people

No one within 5 years of retirement eligibility will receive a greater than 5.9% raise, (inclusive of any net increase of stipend and hourly pay from the last year).

Following second semester EAV (lane) advancements, any remaining EAV (lane) allowance will be divided equally among all FTE licensed staff and added on a prorated basis to their annual base salary through the last paycheck of August.

For 2018-2019 the base annual salary for all licensed staff continuously employed from one school year to the next shall be increased based on their base annual salary at the close of the prior school year as determined in this order:

1. EAV (lane)
2. Increasing the licensed staff member's annual salary by .97% of CPI

During the 2018-2019 school year, for the purpose of increasing a licensed staff members annual salary, CPI is a minimum of 0.1% with no maximum.

After licensed staff members have 35 years of service within the district, raises are 97% of CPI.

ENTRY POINT FOR NEW EMPLOYEES

Full credit will be given for prior licensed teaching experience for each full year to a maximum of five years. Full credit will be given for nursing and counseling experience with a BA for each full year to a maximum of five years.

Licensed staff new to the school district will receive a starting salary consistent with presently-employed licensed staff with substantially the same school experience and level of educational achievement. No new licensed staff shall be paid a base salary higher than a current licensed staff member with substantially the same experience and EAV (lane).

For the 2017-2018 school year, the 2016-2017 salary entry points shall be increased by the Market Rate adjustment of 2017-2018.

<b>2016-2017 Starting Salary</b>					
<u>Step</u>	<u>BA</u>	<u>BA + 15</u>	<u>MA</u>	<u>MA + 15</u>	<u>MA + 30</u>
<b>1</b>	\$38,855	\$39,713	\$40,805	\$41,855	\$42,905
<b>2</b>	\$39,284	\$40,623	\$41,855	\$43,255	\$44,305
<b>3</b>	\$39,317	\$41,534	\$42,905	\$44,655	\$45,705
<b>4</b>	\$40,455	\$42,444	\$43,955	\$46,055	\$47,105
<b>5</b>	\$41,855	\$43,355	\$45,005	\$47,455	\$48,505

LICENSED STAFF RETURNING FROM FULL YEAR LEAVE OF ABSENCE

A licensed staff member returning from a full-year leave shall, for the year of return, have the base annual salary determined by application of the CPI adjustment to the licensed staff member's base annual salary at the end of the school year immediately before the leave began.

## SALARY COMMITTEE

An ongoing Salary Committee will meet at least two (2) times per year to review salary entry points, additional salary appropriations, payout of unused EAV (lane) funds, CPI, and to monitor salaries of comparative school districts. The Superintendent shall provide the committee with the salaries for all licensed staff.

## **ARTICLE XIII**

### **INSURANCE**

#### A. HEALTH

##### 1. INDIVIDUAL

The Board shall pay the full premium.

##### 2. DEPENDENT

The Board shall contribute toward the dependent premiums at the following rates.

- a. Spouse - \$175.00
- b. Child(ren) - \$150.00
- c. Family - \$300.00

The Board shall serve as an agent to make the dependent insurance available.

##### 3. DEDUCTIBLE

The deductible shall be a maximum of \$500 per person with a \$1500 maximum for family coverage participants.

##### 4. CO-INSURANCE

Co-insurance limits shall be a maximum of 80/20 of \$10,000 for in network including the satisfied deductible. Costs incurred over \$10,000 shall be reimbursed at 100% excluding those provisions so stated in the policy.

##### 5. LIFETIME MAXIMUM

The lifetime maximum shall be a minimum of \$2,000,000.

##### 6. PRESCRIPTION DRUG CARD

Prescription drug card use shall be unlimited.

##### 7. INSURANCE COMMITTEE

The Insurance Committee shall consist of the Superintendent or designee, the Association President, and three members appointed by the Superintendent, and three members appointed by the Association President.

8. EBC

- A. The Insurance Committee may request the disclosure of information from Employee Benefits Cooperative (“EBC”) that is available to the Administration that may affect the decision regarding further renewals with EBC. Such information may include pertinent communications, proposed rates, reports from EBC, and such other pertinent data and information that could be applicable to insurance analysis, the release of which is permitted by law.
- B. The Insurance Committee shall be given the opportunity to make a recommendation regarding further renewals with EBC. Any recommendation shall be made by consensus of the Insurance Committee. In the event a consensus is not reached by the Insurance Committee, the renewal will become the subject of mid-term bargaining.
- C. As may be permitted by EBC, the Administration agrees that EBC may provide the following to the Association President at the same time that such information is mailed to voting members of EBC:
  - a. EBC board packets;
  - b. Notice of EBC board meetings and agenda therefore; and
  - c. Minutes of prior EBC board meetings.

B. LIFE

The Board shall pay the full premium for a \$40,000 individual term life insurance policy for full-time certificated employees.

C. DISABILITY

The Board shall pay the full premium for disability insurance for full-time certificated employees.

- 1. The monthly benefit shall be a minimum of 60% of covered earnings to a maximum of \$7,500.

D. FLEXIBLE BENEFIT PLAN

- 1. The Board shall be responsible for administering the plan and the yearly administrative fee.
- 2. Teachers shall be responsible for the monthly participation fee.

**ARTICLE XIV**

**TUITION REIMBURSEMENT**

The Board shall provide graduate course tuition reimbursement.

The Board will also provide:

1. Tuition reimbursement and salary schedule credit for undergraduate courses in Spanish or other pre-approved foreign languages.
2. Tuition and fee reimbursement for National Board Certification.

The Board shall provide a pool of \$20,000 for each year of the term of this contract. Any unused portion of the pool each year will carry over to the subsequent school year. The school year is defined as the first day of teaching for that year through the last calendar day prior to the first day of teaching of the following year.

The tuition reimbursement shall be subject to the following conditions:

1. Prior approval by the superintendent or his/her designee of all course work.
2. Courses shall be in Education and/or Administration.
3. A minimum grade of "B" shall be received.
4. Reimbursement shall not exceed the actual cost for the course.
5. The District will credit teachers with a Master's Degree, a maximum of 15 semester hours for the purpose of tuition reimbursement and movement on the salary schedule within one school year.
6. Quarter hours shall be converted to semester hours as follows: one quarter hour equals two-thirds semester hour.
7. Courses offered by for-profit institutions are not eligible for tuition reimbursement. Licensed staff enrolled in a Master's program with a for-profit institution prior to September 1, 2016 shall be eligible for tuition reimbursement upon completion of the program.
8. Licensed staff who resign within three (3) years of receiving tuition reimbursement shall pay back the amount of the tuition reimbursement. The amount owed the district shall be prorated by the number of years the resignation follows the tuition reimbursement. One year = 100%, two years = 66%, three years = 33%. Tuition reimbursement pay back shall not apply in the case of a life changing event.

## **ARTICLE XV**

### **COMMITTEES**

Hourly rate for summer, grant, training, and committee work shall be \$30 per hour. Amount of hours will be approved and shared with committee members in advance by principal and Superintendent in writing.

District and building committees shall be established as needed. All committees shall be composed of licensed staff who volunteer to serve on them. If more teachers volunteer than are needed for a committee, the administration shall select the staff to serve on the committee.

The administration shall set an organizational meeting at which time committee members shall determine the meeting schedule.

## **ARTICLE XVI**

### **EVALUATION**

Evaluation procedures and documentation shall be in accordance with the Itasca School District 10 Evaluation plan as agreed upon by the Joint Performance Evaluation Reform Act Committee as governed by ISBE guidelines

## **ARTICLE XVII**

### **RETIREMENT PROGRAM**

Teachers who meet all the following qualifications are entitled to participate in the District's retirement program:

- A. A minimum of 15 or more full-time years of service as of the last day of teaching within the District.
- B. Teachers who are eligible to retire under the terms of the Teachers' Retirement System, and who are not retiring under the terms of the Illinois State Early Retirement Option (TRS).
- C. Must have submitted a letter on or before February 1<sup>st</sup> stating their intent to retire with an effective date of June 30<sup>th</sup> of the current school year. This resignation is not revocable.

Teachers who meet the above qualifications will receive the indicated benefits:

- A. \$60 per day for each unused sick day. This payment will be issued by July 15<sup>th</sup> of the year of retirement.
- B. For licensed staff members retiring in 2017 and 2018, a maximum of \$400 per month or the exact amount of the monthly premium charged by the TRS for individual health insurance as of July 1<sup>st</sup> of the year of retirement whichever is less. The payment will be made directly to TRS on behalf of the licensed staff member until the member reaches Medicare age eligibility..
- C. In addition, licensed staff members must submit letters by February 1, 2018 stating their intent to retire in 2019, shall have maximum of \$400 per month or the exact amount of the monthly premium charged by the TRS for individual health insurance as of July 1<sup>st</sup> of the year of retirement whichever is less. The payment will be made directly to TRS on behalf of the licensed staff member until the member reaches Medicare age eligibility. Any member retiring following the 2018-19 school year is not eligible for the supplemental TRS Benefit.
- D. Payment of the above incentives shall not bind the Board to increased liability above the incentives listed. This article shall be the subject of mid-term bargaining should any subsequent legislation impact its content.

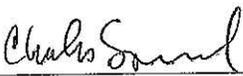
**ARTICLE XVIII**

**EFFECT OF AGREEMENT**

This agreement shall be in effect from the first day of work for the 2016-2017 school year, to midnight the first day of work before the first day of school for the 2019-2020 school year.

IN WITNESS THEREOF:

For the Board of Education:



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President

For the Association:



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President

APPENDIX A

EXTRACURRICULAR ASSIGNMENTS

May assign

ATHLETIC DIRECTOR

CHEERLEADING

BASKETBALL

LUNCHROOM SUPERVISOR

A.M./P.M. SUPERVISION

BAND/MID. SCHOOL CHORUS

STUDENT COUNCIL

TRACK

CROSS COUNTRY

VOLLEYBALL

ELEMENTARY CHORUS

YEARBOOK

TEAM LEADER

DEPARTMENT CHAIR

MEDIA CENTER DIRECTOR

TAT COORDINATOR

NEWSPAPER

A.M TUTORING & INTRAMURALS

DISTRICT ADVISORY COMMITTEE

BBALL TIMER & SCOREKEEPER

VOLLEYBALL TIMER

May not assign

OUTDOOR EDUCATION/DC TRIP

OUTDOOR EDUCATION/ DC TRIP  
COORDINATOR

COSTUME CREW

PATROL SERVICE WORKER

PHOTOGRAPHY CLUB

SPANISH CLUB

ARITHMETECH CLUB

BROADCAST CLUB

LEO CLUB

CHESS CLUB

CC! COORDINATOR

PLANETEERS

JR. GREAT BOOKS

CRAFTS CLUB

BOOK CLUB

MATH TEAM

M.S. COMPUTER CLUB

PARENTING CLASSES

CURRICULUM COMMITTEE

STAGE CREW SUPERVISOR

AFTER SCHOOL PROGRAM 1-2

AFTER SCHOOL PROGRAM 3-5

SCIENCE FAIR

KIDS TEACH TOO

EDUCATION FAIR

MIDDLE SCHOOL EVENT

SUPERVISION

EVENT VIDEOTAPING

SOUND BOARD OPERATOR

TALENT SHOW STAGE CREW

TALENT SHOW COORDINATOR

MUSICAL

CHOREOGRAPHER

**APPENDIX B**

<b>The schedules below apply to staff who held these positions in 2004-05 at Level "3" or above</b>							
	2016-17	2017-18	2018-19		2016-17	2017-18	2018-19
BASKETBALL				ATHLETIC DIRECTOR			
LEVEL 8	3001	3001		LEVEL 8	2852	2852	
				TRACK			
BAND, MS CHORUS				LEVEL 8	1296	1296	
LEVEL 8	5456	5456					
				YEARBOOK			
CROSS COUNTRY							
LEVEL 8	1387	1387					
				UNIT/TEAM LEADER			
				SST COORDINATOR			
LUNCHROOM SUPERVISION				LEVEL 8	2641	2641	
LEVEL 8	2992	2992		OUTDOOR ED/DC TRIP			
AM/PM SUPERVISION				LEVEL 8	696	696	
LEVEL 8	1385	1385					
<b>The 3-Step Schedules below are for new staff and staff who held these positions in 04-05 at Level 1 or 2</b>							
ATHLETIC DIRECTOR				CHEERLEADING			
STEP A	1388	1388		STEP A	931	931	
STEP B	1388	1388		STEP B	931	931	
STEP C	2604	2604		STEP C	1597	1597	
BASKETBALL				LUNCHROOM SUPERV.			
STEP A	1415	1415		STEP A	1457	1457	
STEP B	1415	1415		STEP B	1457	1457	
STEP C	2563	2563		STEP C	2706	2706	
AM/PM SUPERVISION				BAND, MS & ELEM CHORUS			
STEP A	668	668		STEP A	2663	2663	
STEP B	668	668		STEP B	2663	2663	
STEP C	1132	1132		STEP C	4968	4968	
OUTDOOR ED/DC TRIP				STUDENT COUNCIL			
DC TRIP COORDINATOR				STEP A	1158	1158	
STEP A	408	408		STEP B	1158	1158	
STEP B	408	408		STEP C	2089	2089	
STEP C	601	601					

	2016-17	2017-18	2018-19		2016-17	2017-18	2018-19
TRACK				CROSS COUNTRY			
STEP A	625	625		STEP A	668	668	
STEP B	625	625		STEP B	668	668	
STEP C	1079	1079		STEP C	1132	1132	
VOLLEYBALL				YEARBOOK			
STEP A	1254	1254		STEP A	684	684	
STEP B	1254	1254		STEP B	684	684	
STEP C	2273	2273		STEP C	1160	1160	
UNIT/TEAM LEADER				DEPARTMENT CHAIR			
MEDIA CENTER DIR.				STEP A	964	964	
TAT COORDINATOR				STEP B	964	964	
STEP A	1285	1285		STEP C	1722	1722	
STEP B	1285	1285					
STEP C	2297	2297		NEWSPAPER			
				STEP A	1371	1371	
				STEP B	1371	1371	
				STEP C	2395	2395	
<b>The following "single" stipends apply to all employees under this agreement</b>							
EARTH CLUB				PHOTOGRAPHY CLUB			
COSTUME CREW				MATH TEAM			
ARITHMETECH CLUB				SERVICE WORKER COORDINATOR			
SPANISH CLUB				LEO CLUB			
BOOK CLUB				JR GREAT BOOKS			
BROADCAST CLUB				CHESS CLUB			
M.S. COMPUTER CLUB				CRAFTS CLUB			
BATTLE OF THE BOOKS				CC! COORDINATOR			
	546	546			546	546	
A.M. TUTORING				P.M. TUTORING & DETENTION			
INTRAMURALS					3110	3110	
	2676	2676					
				CHOREOGRAPHER			
BBALL/VBALL TIMER					536	536	
SCOREKEEPER							
	512	512					
				CURRICULUM COMMITTEE			
PARENTING CLASS					579	579	
	1629	1629					
				STAGE CREW SUPV.			
MUSICAL DIRECTOR					1363	1363	
	4452	4452					
				SCIENCE FAIR			
DAC				KIDS TEACH TOO			
	717	717		EDUCATION FAIR			
					139	139	

		2016-17	2017-18	2018-19		2016-17	2017-18	2018-19
AFTER SCHOOL 1-2					AFTER SCHOOL 3-5			
		400	400			233	233	
TALENT SHOW COORDINATOR					TALENT SHOW STAGE CREW			
		351	351			87	87	
M.S. EVENT SUPERVISION								
EVENT VIDEOTAPING								
SOUND BOARD OPERATOR								
		62	62					

APPENDIX C

GRIEVANCE PROCEDURE FORM

Name of Grievant: \_\_\_\_\_

Date of Alleged Grievance: \_\_\_\_\_

Definition of Grievance: A grievance shall be any claim by a teacher or teachers that there has been an alleged violation, misinterpretation, or misapplication of any of the terms of this agreement.

Step 1 Meeting Date: \_\_\_\_\_

Step 2 Written Grievance:

I. Nature of Grievance: \_\_\_\_\_

\_\_\_\_\_

II. Specific clause or clauses of the agreement: \_\_\_\_\_

\_\_\_\_\_

II. Remedy requested: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

IV. Date filed with supervisor: \_\_\_\_\_

V. Date of immediate supervisor's decision: \_\_\_\_\_  
(copy of written decision of supervisor to be attached)

Step 3 Date copy of grievance was filed with superintendent: \_\_\_\_\_

I. Date copy of grievance was filed with superintendent: \_\_\_\_\_

II. Date superintendent filed an answer to the grievance with the Board President, supervisor, grievant, and President of the Association (copy of written answer to be attached): \_\_\_\_\_

Step 4 Date grievant filed a copy of grievance with the Board President:

\_\_\_\_\_

APPENDIX C

I. Date Board President and grievant met to resolve grievance:

\_\_\_\_\_

II. Date Board President filed an answer to grievance with superintendent, grievant and President of Association (copy of written answer to be attached):\_\_\_\_\_

Step 5 Date of the request for binding arbitrator (copy of the request to be attached):\_\_\_\_\_

Resolution of Grievance:\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date of Resolution:\_\_\_\_\_