

**COLLECTIVE BARGAINING
AGREEMENT**

between the

**BOARD OF EDUCATION,
EAST ALTON ELEMENTARY SCHOOL DISTRICT 13
MADISON COUNTY, ILLINOIS**

and the

EAST ALTON EDUCATION ASSOCIATION

affiliated with the

ILLINOIS EDUCATION ASSOCIATION

and the

NATIONAL EDUCATION ASSOCIATION

2013-2014

2014-2015

2015-2016

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ARTICLE I RECOGNITION

The Board of Education of East Alton Elementary School District No. 13, Madison County, Illinois, hereinafter referred to as "the Board", hereby recognizes the East Alton Education Association, an affiliate of the Illinois Education Association and the National Education Association, hereinafter referred to as "the Association" as the sole and exclusive negotiating agent for all regularly employed certified teachers, including part-time teachers. Part-time teachers are entitled to all the benefits described herein on a pro-rata basis

ARTICLE II NEGOTIATION PROCEDURES

- A. The parties agree to negotiate in good faith for a successor agreement. Dates will be mutually agreed upon, but start no later than June 1.
- B. If an agreement is not reached by 15 days before the expiration date of this Agreement, either party may declare to the other that an impasse exists, at which point the parties shall jointly request a mediator from the Federal Mediation and Conciliation Service. The parties may mutually agree to another impasse date or another mediation agency. The mediator shall meet as soon as possible with the parties or their representatives or both, either jointly or separately, and shall take such steps as the mediator deems appropriate to persuade the parties to resolve their differences and effect a mutually acceptable agreement.
- C. Upon expiration of this Agreement, the impasse procedures available under the Illinois Educational Labor Relations Act may be utilized.

ARTICLE III TEACHER AND ASSOCIATION RIGHTS

A. DUES DEDUCTION:

Payroll deductions for Association dues will be made in accordance with provisions contained in School Code Chapter 122, Paragraph 24-21.1.

B. EMPLOYEE DISCIPLINE

- 1. No tenured teacher shall be disciplined without just cause. Discipline shall be defined as written warnings (excluding evaluative documents related to classroom performance or management) and suspension with or without pay. Discipline shall be progressive in nature, depending on the severity of the offense.
- 2. Before discipline is administered, employees shall be notified of their right to representation. Any employee may have a representative at an investigative meeting if requested by that employee. If the action is remediable, and when written documents are placed in the personnel file, the employee shall be entitled to a meeting with the administrator/supervisor issuing the discipline. An Association representative shall be present if requested by the employee.
- 3. The Superintendent may suspend a teacher with pay for just cause for a period not to exceed ten (10) working days. Prior to such suspension, the Superintendent shall meet with the teacher to present the allegations, identify the person (s) making the charge and give the teacher an opportunity to explain his/her position and to refute the charges. Prior to suspension the teacher will be told the dates and times the suspension will begin and end. A written report of the suspension will be placed in the teacher's personnel file and a copy provided to the teacher. Within five (5) working days of being notified of a suspension, the

teacher shall be given a written notice of the suspension stating the reason (s) for the suspension, the duration of the suspension and the right to have a hearing in person before the Board. The teacher must notify the Board of Education in writing within five (5) work days of receiving the notice if she/he desires a hearing. At the hearing before the Board, the teacher shall have the right to Association representation and shall have the right to present the evidence. If the School Board determines that the suspension is invalid, the teacher shall return to his/her work assignment the next work day and all documentation of the suspension shall be expunged from the teacher's personnel file.

4. The Board of Education may suspend a teacher with or without pay for just cause. Prior to such suspension, the Board shall provide the teacher an opportunity for a hearing before the Board. At the hearing the allegations, evidence and identity of the person(s) making the charge will be presented. The teacher will be provided the opportunity to explain her/his position and refute the charges at the hearing. The teacher shall have the right to Association representation, and shall have the right to present evidence at the hearing. The teacher shall be given written notice of the suspension stating whether it is with or without pay, the beginning and ending dates of the suspension and the reason(s) for the suspension. If the Board determines that the suspension of the teacher is warranted, the Board may suspend the teacher for a period not to exceed twenty (20) school days or until the next regular Board meeting.

5. The parties agree that a decision by the Board to dismiss a tenured teacher for cause shall not be subject to the grievance procedure of this agreement.

C. NOTICE OF BOARD MEETINGS

The President of the Association shall be given written notice of officially convened meetings of the Board.

D. NON-DISCRIMINATION FOR ASSOCIATION ACTIVITIES

No teacher shall be discriminated against because of Association activities.

E. BULLETIN BOARDS

The Association shall have the right to post notices of its activities and matters of Association concern on at least one bulletin board provided in each school building.

F. MAILBOXES

The Association shall have the right to use employee mailboxes for E.A.E.A. official business. If declared legal in the future, the Association shall have the right to use the District mail service for EAEA official business.

G. INFORMATION TO ASSOCIATION

The School Board agrees to furnish single copies at no cost to the Association, in response to reasonable requests, all available information necessary for the Association's right of representation (electronically or hard copy).

H. PERSONNEL FILES

An official personnel file for each employee and former employee shall be maintained at the office of the Superintendent. This file shall be the sole repository of records to be utilized in decisions affecting the employee's employment status. Each employee shall have the right, upon prior written request to review the contents of his/her personnel file at least twice yearly and to respond in writing and place therein reactions to any of its contents.

Materials related to discipline or re-employment, or any material related to an employee's conduct, service,

character, or personality may not be placed in the personnel file unless the employee has first been given a copy of such material and given an opportunity to discuss such material with the appropriate supervisor or administrator.

No material may be used for punitive or disciplinary action against an employee which has not been placed in the employee's personnel file.

No one other than the Employee's immediate supervisor, the Superintendent, or his/her designee shall have access to the Employee's personnel file without prior written consent of the Employee unless required by an authorized agent or agency having jurisdiction.

No anonymous complaints will be contained in the file. Any written record of an unfounded complaint or allegation of a sexual harassment against an employee shall be kept separate from the employee's personnel file.

I. RIGHT OF REPRESENTATION

Upon request, employees shall be allowed the right of representation for disciplinary conferences or hearings. Unless immediate action is required because of the severity of the offense, employees will be given reasonable advanced notice to allow for representation.

J. POLITICAL ACTIVITIES

The School Board recognizes the right of employees, as individuals, to engage in partisan political activities of their choice provided that such activity does not interfere with the instructional process or take place during work hours.

K. FAIR SHARE

Each Bargaining Unit Member, as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Association or pay a fair share fee to the Association not to exceed the amount of uniformly required of members of the Association, including local, state and national dues.

In the event that the Bargaining Unit member does not pay his/her fair share fee directly to the Association by a certain date as established by the Association, the Board shall deduct the fair share fee from the wages of the non-member.

Such fee shall be paid to the Association by the Board no later than ten (10) days following the deduction.

In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Section, the Association agrees to defend such action at its own expense and through its own counsel, provided:

1. The Employer gives immediate notice of such action in writing to the Association, and permits the Association intervention as a party if it so desires; and
2. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.

The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer, from any liability for damages and costs imposed by a final judgment of a court of administrative agency as a direct consequence of the Employer's compliance with this Section.

It is expressly understood that this save harmless provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Section. The obligation to pay a fair share fee will not apply to any Employee who, on the basis of a legitimate religious tenet or teaching of a church or religious body of which such Employee is a member, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collection of the entire fee, the Association will make payment in behalf of the Employee to a mutually agreeable non-religious charitable organization as per Association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.

M. WAIVER OR MODIFICATION OF STATUTORY MANDATES AND/OR ADMINISTRATIVE OR REGULATORY RULES

If the Board considers requesting such a waiver or modification, it shall notify the Association in writing within three (3) work days following the first Board Meeting at which such a request for waiver was approved by the Board. The Board will provide the Association a copy of the written waiver proposal prior to submission to the state.

N. SCHOOL CALENDAR

Prior to submitting the ensuing year's school calendar to the School Board the Superintendent shall provide the Association with a copy. The Association may provide input to the Superintendent as it pertains to the school calendar and, if desired, submit such input directly to the School Board. Final authority in the matter shall rest with the School Board.

**ARTICLE IV
GRIEVANCE PROCEDURE**

A. DEFINITIONS:

1. A grievance shall be defined as any claim by one or more employees or the Association that there has been a violation, misrepresentation, or misapplication of the terms of this Agreement.
2. All time limits shall consist of school days, except that when a grievance is submitted fewer than ten (10) days before the close of the current school year, time limits shall consist of all weekdays.

B. PROCEDURES:

The parties hereby acknowledge that it is usually most desirable for an employee and the employee's immediately involved supervisor to resolve problems through free and informal communications. If, however, the informal process fails to satisfy the grievant, a grievance may be processed as follows:

1. Within thirty (30) days of the date that the grievant becomes aware of the event giving rise to the grievance, the grievant shall present the grievance in writing to the Principal stating the nature of the grievance, the provision(s) of the Agreement that have been violated, and the remedy sought. The Principal shall arrange for a meeting to take place within ten (10) days after receiving the written grievance, for the purpose of resolving the grievance. Within ten (10) days of the meeting, the principal shall notify the grievant in writing of his/her decision.
2. If the grievance is not resolved at Step 1, the grievant may submit the grievance to the Superintendent

within ten (10) days of receipt of the Principal's decision. The Superintendent shall arrange for a meeting to take place within ten (10) days after receiving the written grievance. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary. Within ten (10) days of the meeting, the Superintendent shall notify the grievant in writing of his/her decision.

3. If the grievance is not resolved at Step 2, the grievant may submit it to the Board within ten (10) days of receipt of the Superintendent's decision. At its next meeting following receipt of the written grievance, the Board may hear the grievance, each party to the grievance shall have the right to include in its presentation to the Board such representatives, witnesses, counselors and evidence as it deems necessary. The Board shall notify the grievant in writing of its decision on the grievance not later than ten (10) days after its next meeting following the grievance hearing.

4. If the Association is not satisfied with the disposition of the grievance at Step 3, or the time limits expire without the issuance of the Board's reply, the Association, with the approval of the grievant may submit the grievance to final and binding arbitration through the American Arbitration Association, which shall act as administrator of the proceedings. The parties may mutually agree upon another source or agency to provide an arbitrator. If a demand for arbitration is not filed within thirty (30) days of the receipt of the Step 3 decision, then the grievance shall be deemed withdrawn.

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

b. Each party shall bear the full costs for its representation in the arbitration. The cost of the arbitrator and the AAA or other administrative agency shall be borne equally by the parties.

C. BYPASS:

If the Association and Superintendent agree, any step of the grievance procedure, including the Board Level of Step 3, may be bypassed and the grievance brought directly to the next step.

D. CLASS GRIEVANCE:

Class grievances involving more than one employee or more than one supervisor, and grievances involving an administrator above the building level may be initially filed by the Association at Step 2.

E. REPRESENTATION:

The Board acknowledges the grievant's right to have an Association representative present at any level, and no employee shall be required to discuss any grievance if the Association's representative is not present.

F. NO REPRISALS:

No reprisals shall be taken by the Board or the Administration against any employee because of the employee's participation in a grievance.

G. RELEASED TIME:

Should any Step B1, B2, B3 meeting or an arbitration hearing require that an 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.

H. FILING OF MATERIALS:

Records related to a grievance shall not be considered a part of the permanent personnel files of the grievant.

I. GRIEVANCE WITHDRAWAL:

A grievance may be withdrawn at any level without establishing precedent.

**ARTICLE V
EVALUATION**

The evaluation procedures, in the plan required by Section 24A of the School Code jointly developed by the District and the Association, shall be incorporated into and become a part of this Agreement. The evaluation plan should not be added to, deleted from, or amended without bargaining between the Association and the Board. The standards of, criteria of, substance of and the results of the are not subject to the grievance procedures. Nothing in this article shall supersede the requirements of the Illinois School Code as it pertains to teacher evaluations.

**ARTICLE VI
LEAVES**

A. SICK LEAVE

A sick leave plan has been adopted that provides for an unlimited accumulation of sick leave days at the rate of twelve (12) days per year. 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 is defined as parents, sister, brother, spouse, children, daughter-in-law, son-in-law, sister-in-law, brother-in-law, parents-in-law, grandparents, grandchildren, step parents, step children, step siblings and legal guardians. The School Board may require a physician's certificate, or if any treatment by prayer or spiritual means, that of a spiritual advisor or practitioner of such person's faith, as a basis of pay during leave after an absence of four (4) days for personal illness, or as it may deem necessary in other cases.

If a teacher who is temporarily disabled receives no district funds, no sick leave benefits will be deducted. If a teacher who is temporarily disabled receives district funds, sick leave benefits will be deducted on a pro-rata basis.

At the time of retirement, provided the employee has met TRS age standards and 15 years of continuous service in District No. 13, payment for accumulated sick leave days in excess of ninety (90) will be paid at the rate of \$40.00 per day for the first eighty (80) days in excess of ninety (90), and at the rate of \$32.50 per day for the next eighty (80) days, subject to a maximum of not more than one hundred and sixty (160) days paid. A Board-approved leave of absence does not constitute a break in continuous service. In the event of the employee's death before retirement, any unused sick leave days over ninety (90) shall be paid in a lump sum to the survivor named by the employee. Such payment shall be computed by multiplying the number of unused sick days in excess of ninety (90) by \$40.00 per day for the first eighty (80) days in excess of ninety (90), and by \$32.50 per day for the next eighty (80) days, subject to a maximum of not more than one hundred and sixty (160) days paid.

B. Sick Leave Bank

A sick leave bank will be established to provide extended sick leave to employees covered by this agreement. This bank is to be used for personal illness/injury to the employee or the employee's spouse or dependent child. This bank will be governed by a committee to be established at the beginning of each contract. The

Sick Leave Bank will be subject to the following guidelines:

1. All employees covered under this agreement and all district administrators shall have the opportunity to participate in the Bank. Participation is voluntary. An employee who is not a participant in the Bank shall not be eligible to withdraw days from the Bank.
2. A three member sick leave committee will be established to act as the governing body for the administration of the sick leave bank. Said committee shall consist of two employees named by the Association President and one administrator named by the Superintendent.
3. Each employee desiring to participate in the Bank must complete a Sick leave Bank Written Notification Form indicating whether or not they wish to participate. This form must be filed with the Central Office no later than the fifteenth of the month prior to the date of issuance of the employee's first paycheck of the school year. By November 1st of the new school year, the Association President shall be provided a list of employees participating in the Sick Leave Bank including (1) the number of days each participant has contributed and used, (2) the total number of days the Sick Leave Bank used during the previous year, and (3) the total number of days remaining in the Sick Leave Bank.
4. Each employee participating in the Bank shall contribute yearly two non-redeemable sick leave days equivalent to one of that employee's work day. In the initial year of the Sick leave Bank, the District shall contribute seventy-five (75) days of sick leave to the Sick Leave Bank. If the Bank contains 200 or more days at the end of the school year, no additional contributions shall be made for the following year, except that new participants shall be required to donate two days. If the Bank is decreased to ninety (90) days or less before the end of the school year, the Sick Leave Bank committee can make requests for additional contributions.
5. No employee shall be eligible to receive days from the Bank until the employee has missed 45 consecutive days of work due to illness/injury and has exhausted his/her own sick leave.
6. A Request for Withdrawal Form must be completed and submitted to the Central Office for verification of eligibility along with a copy of a doctor's written statement of the employee's illness. Upon verification of the request, the Central Office will submit the form to the Sick Leave Committee. The Committee will then meet to discuss the request and reach a decision concerning allowing the request. The committee will notify the employee and the Central Office of its decision.
7. Members of the Bank will be eligible to withdraw days in the following manner: Less than two full years membership in the Bank-up to thirty days per school year; two full years membership-sixty days; three or more full years- ninety days per school year. During any five-year period, the employee may use a maximum ninety days.
8. Any days remaining in the Bank at the end of the school year will be carried forward to the next school year.
9. The Sick leave Bank will not apply for persons receiving Worker's Compensation.
10. If the employee commences to draw disability benefits under TRS, he/she will cease to draw benefits from the Sick Leave Bank.

C. FUNERAL LEAVE:

Non-cumulative funeral leave of up to three days will be allowed for cases of death in the immediate family. Such leave will be in addition to current sick leave and will begin on the date of notification of death. Immediate family shall include spouse, children, parents, or any dependent member of the individual's family. One day of funeral leave will be allowed for other family members as defined in Section A, Sick Leave of this article, in addition to aunts, uncles, nieces and nephews. Employees may also use one (1) day sick leave per year to attend the funeral of any person other than immediate family or current Association member. In the event of the death of a District employee, upon the request of the Association, the

Superintendent may at his/her option cancel school. The official school calendar will be amended to make up the cancelled day.

D. ASSOCIATION LEAVE:

Association leave will be granted to two (2) Association members to attend the Illinois Education Association annual convention. The association leave will not exceed two (2) days for each member and will be at the personal expense of the members. No reimbursement will be allowed by the Board of Education. In the event the Association desires to send representatives to local, state, or national conferences or to conduct other business pertinent to Association affairs, or determined by the Association to be beneficial to the educational program, welfare, or professionalism of the teachers, these representatives shall be excused without loss of salary, not to exceed a total of six (6) additional days. The Association will reimburse the District for the cost of substitutes.

E. PERSONAL LEAVE

Teachers shall be entitled to two (2) personal leave days per year for which no reason shall be given. Unused personal leave days shall accumulate to a maximum of three (3) personal leave days for any year. Any days not used shall be added to the next year's sick leave. No more than six (6) district employees per day shall be permitted personal leave without the approval of the Superintendent. Notification of such leave shall be given twenty-four (24) hours in advance when possible.

F. LEAVE FOR STUDY

It shall be the policy of the Board to grant such leaves of absence for professional improvement as are consistent with the welfare of the school system. The employee shall inform the Superintendent of his/her intent to return the following school year not later than March 1.

G. FAMILY LEAVE

Family leave without pay may be granted to teachers on tenure who request this leave. The beginning and termination of this leave shall be determined through mutual consent of the employee and the school administration. Maximum length of family leave will be one (1) complete school year plus the portion of the school year in which the leave began. Teachers wishing to return from family leave after the regular school year begins must await an opening in their field in order to be placed on the school staff again. Family leave does not necessarily imply a return to the same assignment as held at the beginning of the leave; it is merely a guarantee of continued employment. No deduction in years of service for salary scheduling shall take place because of family leave. Time out of service for this leave will not count for experience on the salary schedule. The employee shall inform the Superintendent of his/her intent to return the following school year not later than March 1.

H. PROFESSIONAL LEAVE

After application on the District request form to and with the approval of the Superintendent or his designee, staff members may be released with full pay to attend conventions, professional meetings, workshops, visit exemplary programs and participate in other professional growth activities. At the time of approval, the Superintendent or his designee shall indicate which expenses, if any, shall be reimbursed by the District. If a staff member is required to attend a convention, professional meeting, workshop, program, or other professional activity the staff member shall be compensated in full by the District for any pre-approved expenses incurred.

I. COURT APPEARANCE LEAVE

The District shall pay full salary during the time an Employee is on jury duty, or is subpoenaed to appear before a court or administrative agency on a job-related matter. An Employee shall give notice of pending jury duty to the District no later than five (5) work days prior to the Employee serving jury duty.

**ARTICLE VII
CONDITIONS OF EMPLOYMENT**

A. PHYSICAL EXAMS

In the event that the Board requires a Teacher to submit to an additional physical exam, the Board will pay for the exam from school funds. If the Employee disagrees with the finding of the physician selected by the District, the Employee shall have the right to seek additional medical opinions. The Board shall not require additional physical exams without reason.

B. MONITORS

Monitors will be provided by the Board of Education for supervision of children on playgrounds from the time they are dismissed from the lunchroom until they have reported back to their class.

C. ASSIGNMENT

Instructional personnel will normally be assigned initially by the Superintendent to positions for which their preparation, certification, experience and aptitude fit them.

D. REASSIGNMENT AND TRANSFER

The Board reserves the right to reassign and transfer personnel to other positions for the betterment of the school system when conditions such as the following exist:

1. Increases or decreases of enrollment in various grades and classes.
2. Opening of new building or closing of old ones.
3. Changes in organization of the school system.
4. Addition or elimination of educational service.
5. Vacancies created by promotions, leaves of absence, death, retirement and resignations

E. INVOLUNTARY TRANSFER

The Board may make all transfers of personnel which it deems necessary provided:

1. All teachers shall be given written notice sent, to their last known home address, of their tentative building assignments, class and/or subject assignments for the forth-coming year not later than the last teacher work day of the school year. Written notice to teachers shall precede public notice.
2. In the case of an involuntary change after June 15, the Association and any teacher affected shall be notified in writing within five (5) calendar days of the knowledge of such a change and, upon request of the teacher, the changes shall be promptly reviewed between the Superintendent and the teacher affected. Upon request, any teacher affected by an involuntary transfer shall be released from his/her contract.
3. In the event that a teaching assignment is changed after the first student attendance day attendance in terms of room, building or grade level, the teacher shall be given up to two attendance days without students to facilitate the change.

F. VACANCY NOTICE

When school is in session, a vacancy notice shall be given or sent to the Association President and one

building representative of each building provided, in writing, the Association has provided both the names and addresses of the President and the building representatives of the Association. The vacancy notice shall also be placed on the District's web site. When school is not in session, during the summer months, the same procedure shall be applicable and a copy shall be posted on the District's web site. A vacancy shall be posted for seven calendar days and during that time an employee may apply for the position. The Superintendent shall consider such applicants written request but the final decision as to who to employ rests with the Board of Education. Nothing in this article prevents the Board of Education from hiring a temporary employee to fill a vacant position prior to the permanent replacement of the position.

H. INTERIM PRINCIPAL

When the normally assigned Building Principal is not available, the employees will be notified as to which administrator to contact should an administrative decision be needed immediately.

I. RELEASE TIME FOR STAFF DEVELOPMENT

When employees are required to attend staff development, appropriate release time will be given. Likewise, when appropriate, the administration will post opportunities for workshops, seminars, school visitations, etc. on the District e-mail prior to individuals being selected.

J. JOB-RELATED PHYSICAL ASSAULT

The School Board has concern for the protection of all employees from job-related physical assault. Job-related physical assault shall be defined as any physical attack upon an employee which takes place during the employee's working hours at a school-sponsored event, while performing job-related duties at the work site or site of a school activity or as a result of the employee's performance of job-related duties which includes home visits. Any employee who has been physically assaulted in a job-related setting shall notify his supervisor or an administrator immediately. Upon request, the employee will be assisted by the supervisor/administrator in:

1. receiving appropriate medical attention;
2. reporting the incident to the appropriate law enforcement agency;
3. reporting the incident to the Superintendent or his designee and making written reports as needed.

K. ORIENTATION PROGRAM

Members of the bargaining unit shall not be required to, but may volunteer to, assist in the District's orientation program for new employees. Bargaining unit members shall not be involved in the evaluation of new employees.

L. TUTORING

Tutoring shall be defined as teaching privately for pay. The District's policy on this matter shall be as follows:

1. There shall be no tutoring in the school building without prior administrative approval.
2. No student shall be excused from school for tutoring.
3. In discussing tutoring with parents, the staff member shall discuss each case on its own merits.
4. Financial arrangements for tutoring shall be made between the parent/guardian and the tutor.

M. STUDENT DISCIPLINE

Bargaining unit members shall not be expected to exercise supervisory functions outside of normal school hours except in an emergency when the health or safety of the District's students is threatened. Designated

sponsors shall be expected to exercise supervisory functions during their assigned extra-curricular activities.

N. WORK DAY

Teachers are expected to work seven hours and fifteen minutes (7 Hours & 15 Minutes) per day. The instructional starting time for students shall be between 8:00 a.m. and 8:30 a.m. unless mutually agreed upon. Teachers may not leave before the end of the seven hours and fifteen minutes without administrative approval. If the administration provides at least seven (7) calendar days' prior written notice to the staff as to the date and purpose of the meeting, teachers shall stay an additional thirty (30) minutes nine (9) days per year for meetings. At least two (2) of these meetings per year shall be reserved for Association meetings. One day per week shall be designated by the building principal as a common start time with no flex-time option in order to facilitate staff meetings. These meetings shall be in addition to release time for staff development as specified in Article VII of this agreement. On Fridays, days before holidays, and days of early dismissal, teachers shall be permitted to leave work when students have left and/or been bussed.

0. INDEPENDENT PROFESSIONAL DEVELOPMENT TIME

One-half day without students will be allowed in each semester for independent professional development.

**ARTICLE VIII
BENEFITS**

A. SALARY SCHEDULE

Agreed upon salary schedule(s) shall be attached as Appendix A, B, C, D, E, and F

B. Extra Duty Schedule

Agreed upon extra duty schedule(s) shall be attached as Appendix G.

C. INSURANCE/MEDICAL

Board of Education will pay individual health insurance premium up to \$795.00 per month and contribute \$30.00 per month toward family premium of group hospitalization and medical insurance policy for each certificated employee enrolled and teaching during the school year. Carrier will be selected by the Board of Education after discussion with the Association; however, coverage remains the same unless bargained. The Board and the Association agree that the current payment of 100% of single premium and \$30.00 per month toward the family premium shall be maintained either with the current plan and carrier, or with the State of Illinois Insurance Plan, or with any other carrier with a 90/10 coinsurance plan and with equal or less "out of pocket" expense per calendar year to the employee, unless bargained otherwise. All other plans shall be subject to bargaining. The parties further agree that if the medical insurance carrier has a dental plan available as part of the coverage, at no additional premium cost, such dental plan shall be provided to the employees. Upon retirement, employees with ten (10) or more years continuous service with District No. 13 may remain in group until age 65 by paying appropriate premiums, if they are not eligible for coverage through the Teacher's Retirement System. The Board agrees to provide at no cost to the Employee a Section 125K plan for the purpose of tax-sheltering that portion of the Employee's salary which is deducted for the payment of insurance premiums.

D. TRAVEL

The following rules shall govern travel expenses of employees while attending authorized conferences or

other activities whose purpose is related to instructional or related operational improvement in the District.

1. Arrangements for attendance must be approved in advance, in writing, by the Superintendent.
2. A minimum of twenty (\$25.00) dollars per day for meals shall be allowed, although this figure shall not include any banquet tickets involved.
3. Receipts for transportation and housing, when paid by participant himself, must be submitted with a final itemized report on forms provided by the Board.
4. The transportation used shall be the most convenient mode available, taking into consideration the time and travel involved.
5. Travel by one's own transportation shall be reimbursed at the allowable rate set by the Internal Revenue Service taking into consideration the total distance to and from the place of meeting.
6. When public transportation is used, the basis of cost used shall be that which is least expensive.
7. Employee expenses for travel within the district when it is a condition of employment will be reimbursed at the rate of \$20.00 per month for those traveling less than ten (10) miles per week and \$25.00 per month for those traveling ten (10) or more miles per week. Employees are accountable to the I.R.S. for flat rate amount.

E. IN HOUSE SUBSTITUTION/HOMEBOUND INSTRUCTION

Substitute teacher pay for District 13 teachers substituting within the District will be at the same rate of pay as for homebound instruction for a minimum fifty minute period of substitution.

F. PAY PERIODS

Pay periods will be observed on the 22nd day of each month. When this date occurs on a Saturday or Sunday, the pay period will be observed on the Friday prior to the 22nd. In addition, employees will receive December paychecks on the last day of school prior to the Christmas break.

G. EARLY RETIREMENT BENEFITS

Sick Leave Retirement Incentive

If a employee is five (5) or more years from his or her first date of eligibility to retire without ERO costs, as defined by TRS, and provides the District with his or her irrevocable letter of retirement (the letter shall be irrevocable upon receipt by school officials) written on or before the day prior to the beginning of the school year five (5) years *prior* to the final school year after which he or she intends to retire from active, full time teaching pursuant to a Teacher Retirement System (TRS) retirement program, and provided that the teacher's retirement will not result in an employer payment of a lump sum payment by the District or other District payment to TRS on behalf of the teacher because of the teacher's retirement (including but not limited to 2+2 or ERO payments of any kind) other than routine payments resulting from the teacher's regular salary, the Board shall increase the employee's sick leave as follows upon receipt of such irrevocable letter of retirement in writing provided:

1. The employee must have a minimum of 8 years of service to the District and must have a minimum of 75 unused accumulated sick leave days on record with the District at the date of the retirement letter.
2. The District shall add additional sick leave to the employee's record based on the following calculation: the number of work day remaining until the employee's retirement date or three hundred fifty (350) days, whichever is less, minus the total number of unused accumulated sick leave days the employee has on record with the district and the Teacher Retirement System at the date of retirement letter.
3. At retirement, the employee shall not be eligible to use any of the increased sick leave days set forth above for compensation for unused accumulated sick leave as otherwise provided for in Article VI Leaves Section A. Sick Leave of this Agreement. (For purposes of determining which days are not eligible for

compensation, the employee shall be determined to have acquired first, the days he or she had accumulated before the increased sick leave was added).

4. The parties agree the intent of this provision is to encourage retirement at the employee's first opportunity to do so without ERO costs. Therefore, in order to receive the retirement incentive under this Provision, an employee must provide the District with his or her written irrevocable letter of retirement, effective upon the conclusion of the school year in which the employee first becomes eligible to retire without ERO contribution as defined by TRS; and

5. Should an employee seek an incentive greater than the heretofore referenced increase of sick leave days as set forth above – the employee shall request the Association bargain the additional incentive with the Board by channeling the request to do so to the Association, which shall request bargaining through the Superintendent. The parties contemplating such agreements will be bargained from time to time to encourage the retirements of teachers with special retirement circumstances; and

6. In the event there are legislative or rule changes affecting the TRS sick leave day rule contained in Public Act 94-0004, or the District is required to pay TRS penalty or contribution for increases in sick leave days, this provision shall be reopened for reconsideration upon written demand by either party. Such negotiations shall be for the purpose of negotiating appropriate revisions to assure that retiring employees in future similar situations shall receive to the maximum extent possible, the full value of the benefits provided under this Agreement, while avoiding TRS penalties to the District that may arise due to the granting of such benefit to the employee.

5% Annual Retirement Incentive

1. Any Teacher eligible to retire under the Teacher Retirement System and who provides the District with an irrevocable letter of retirement effective in one (1) year shall go off the salary schedule and shall instead receive a 5% salary increase over the previous year's creditable earnings for the Teacher's final year of employment. Any Teacher eligible to retire under the Teacher Retirement System and who provides the District with an irrevocable letter of retirement effective in two (2) years shall go off the salary schedule and shall instead receive a 5% salary increase over the previous year's creditable earnings for each of the Teacher's final two (2) years of employment. Any Teacher eligible to retire under the Teacher Retirement System and who provides the District with an irrevocable letter of retirement effective in three (3) years shall go off the salary schedule and shall instead receive a 5% salary increase over the previous year's creditable earnings for each of the Teacher's final three (3) years of employment. Any Teacher eligible to retire under the Teacher Retirement System and who provides the District with an irrevocable letter of retirement effective in four (4) years shall go off the salary schedule and shall instead receive a 5% salary increase over the previous year's creditable earnings for each of the Teacher's final four (4) years of employment.

2. Not eligible for Incentive if ERO payment required by District

An Employee shall not be eligible for the above retirement incentive if the employee's retirement is pursuant to the Early Retirement Option ("ERO") and/or the employee's retirement will require the District to make any additional payment or contribution to the Teacher's Retirement System. In the event that an employee's retirement requires the District to make an ERO contribution or other payment or contribution to TRS, the employee shall not receive the Retirement Incentive set forth in this Section.

3. Limitation on ERO among eligible applicants.

Employee use of the Early Retirement Option (ERO) may, at the District's option, be limited to at least 10% of those employees who are eligible in any particular academic year. If the District exercises its option to so restrict employee use of ERO, the District must permit at least ten percent (10%) of ERO

eligible employees to exercise the ERO option in any academic year. In all cases, if a limit is imposed, the right of specific employees to use the Early Retirement Option (ERO) shall be allocated among applicants based on seniority in the service of the District (not total TRS credit).

4. Teacher Request to Rescind “Irrevocable” Retirement.

However, in the event of significant change in a teacher’s immediate family (e.g. death, divorce, catastrophic illness), or an emergency beyond their control, the District in its sole discretion may allow the teacher to rescind his/her notice, provided the teacher return to the District any retirement benefit paid to the teacher in excess of the amount the teacher would otherwise have received under the salary schedule for such year(s) in which the benefit was paid.

5. Re-opener

In the event there are legislative or rule changes affecting the TRS 6% rule contained in Public Act 94-0004, or the District is required to pay TRS penalty or contribution for increases in creditable earnings of over 6%, this provision shall be reopened for reconsideration upon written demand by either party. Such negotiations shall be for the purpose of negotiating appropriate revisions to assure that retiring employees in future similar situations shall receive to the maximum extent possible the full value of the benefits provided under this Agreement while avoiding TRS penalties to the District that may arise due to the payment of such benefit to the employee.

Miscellaneous Provisions:

TRS 6% Limitation (by provision)

Payments for [*e.g., severance pay*] under this Provision shall be limited to the portion of such payment which avoids an overall increase in creditable earnings to the employee of more than 6% from the preceding year, and which avoids any TRS penalty to be paid by the District. Any remaining portion of the payment for severance pay under this provision shall be paid to the teacher (or his or her estate) in a separate one-time payment thirty (30) days after the employee’s last paycheck.

Creditable Earnings Contingency

The parties agree that their mutual intent is to avoid the District incurring penalties or additional contribution under the new TRS rules. Accordingly, this Agreement shall be reopened for reconsideration upon written demand to bargain by either party, provided that 1) the District becomes subject to and is required to pay such TRS penalty or contribution, or 2) legislation is enacted or administrative rules adopted during the life of this Agreement that affect the District’s obligation to pay a penalty for creditable earnings increases in excess of 6% under the Teacher Retirement System. Such negotiations shall be for the purpose of negotiating appropriate revisions to assure that retiring employees shall receive to the maximum extent possible, the value of the benefits provided under the Agreement, while avoiding TRS penalties to the District.

H. SALARY GUIDE CREDIT

Advanced training beyond a Bachelor's degree is based upon hours of training approved by the Superintendent, and needs to be graduate work. After a degree is granted, no increase will be allowed for that work in excess of that required for a Bachelor's degree when such work is taken prior to the granting of the degree unless such work is recognized by the granting institution as applicable to the Master's degree and said work has been applied toward the Master's degree. In accordance with Salary Schedules in Appendix A of this agreement, salary increases for advanced work will be granted when courses have been approved in advance by the Superintendent. Only coursework recognized by the Illinois State Board of Education as eligible to be applied toward State certification will be approved. Teachers coming into the District will be given credit for prior teaching experience in accordance with provisions of state minimum salary law. Additional compensation in the amount of \$1,500.00 will be granted at the beginning of the 19th, 23rd, 27th

and 31st consecutive years of service in District No. 13.

I. BOARD PAID RETIREMENT

The District will make payments on behalf of the teacher to the Teachers Retirement System an amount based on the current Teacher Retirement System rate of 9.4%, and subject to an increase during the term of this agreement not to exceed the rate of 10.0% for school year 2013-2014 and 11% for school year 2014-2015. In addition, the Board will pay one-half of one percent teachers' contribution to the Teacher Health Insurance Security Fund. If during the duration of this agreement, TRS contributions exceed 11% , parties agree to re-open this clause and discuss the Board's contributions.

J. WORK-RELATED COMPENSATION

Any employee required to work beyond 180 days will either be given a compensatory day off or paid an additional 1/180 per day.

**ARTICLE IX
EFFECT OF AGREEMENT**

- A. Should any article, section or clause of this agreement be declared illegal by a court of competent jurisdiction then that article, section or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections and clause shall remain in full force and effect for the duration of this Agreement, if not affected by the deleted article, section or clause.
- B. The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. The terms and conditions may be modified only through the written and mutual consent of the parties.
- C. During the term of this Agreement, the Association agrees not to engage in any strike against the Board.

**ARTICLE X
DURATION OF AGREEMENT**

- A. This Agreement shall be effective August 27, 2008, and shall continue in effect until August 27, 2013.
- B. This Agreement is signed this _____ day of August, 2008.

In Witness thereof:

For the East Alton School District #13 Board of Education

President

Secretary

For East Alton Education East Alton, Illinois Association

President

Secretary

APPENDIX A
FY14 NON-TRS

	BS	BS12	BS24	MS	MS12	MS24	MS36
0	35879	36956	37673	38750	39468	40543	41261
1	36425	37518	38247	39339	40068	41160	41889
2	37257	38375	43697	40239	40985	42102	42846
3	37498	38623	39372	40496	41247	42372	43121
4	38789	39953	40728	41891	42667	43182	44158
5	40318	41527	42335	43542	44351	45558	46365
6	41930	42702	44028	45284	44696	47381	48219
7	43608	44447	45704	46542	46663	49060	49897
8	44865	46124	47381	48219	49478	50316	51574
9	46542	47801	48639	49897	50736	51994	52832
10	48219	49060	50316	51155	52413	53671	54510
11	49478	50736	51994	52832	54089	54928	56186
12	51155	52413	53251	54510	55349	56606	57863
13	52832	53671	54928	55767	57025	58283	59121
14	54089	55349	56606	57445	58702	59541	60799
15	55767	57025	57863	59121	59961	61218	62476
16	57445	58283	59541	60799	61638	62895	63734
17	57996	58818	60052	60874	62110	62933	64165
18	58080	59290	60095	61306	62113	63323	64533
19	59693	59900	61099	62919	63724	64937	65742
20	59731	60514	61755	62970	63784	65005	65805
21	59772	60572	61808	63016	63837	65069	65875
22	59819	60620	61881	63074	63888	65087	65941
23	60761	62021	63470	63809	64956	66040	67030

APPENDIX A
FY14 TRS

STEP	BS	BS12	BS24	MS	MS12	MS24	MS36
0	39,602	40,790	41,582	42,770	43,563	44,750	45,542
1	40,204	41,411	42,215	43,420	44,225	45,430	46,235
2	41,123	42,357	48,231	44,414	45,237	46,470	47,291
3	41,388	42,630	43,457	44,698	45,527	46,768	47,595
4	42,813	44,098	44,954	46,237	47,094	47,662	48,739
5	44,501	45,836	46,727	48,060	48,952	50,285	51,176
6	46,280	47,133	48,596	49,982	49,333	52,297	53,222
7	48,132	49,058	50,446	51,371	51,504	54,150	55,074
8	49,520	50,909	52,297	53,222	54,612	55,536	56,925
9	51,371	52,760	53,685	55,074	56,000	57,388	58,314
10	53,222	54,150	55,536	56,462	57,851	59,240	60,166
11	54,612	56,000	57,388	58,314	59,701	60,627	62,016
12	56,462	57,851	58,776	60,166	61,092	62,479	63,866
13	58,314	59,240	60,627	61,553	62,942	64,330	65,255
14	59,701	61,092	62,479	63,405	64,793	65,719	67,107
15	61,553	62,942	63,866	65,255	66,182	67,570	68,958
16	63,405	64,330	65,719	67,107	68,033	69,420	70,347
17	64,013	64,921	66,283	67,190	68,554	69,462	70,822
18	64,106	65,442	66,330	67,667	68,557	69,893	71,228
19	65,886	66,115	67,438	69,447	70,336	71,674	72,563
20	65,928	66,793	68,162	69,503	70,402	71,750	72,632
21	65,973	66,856	68,221	69,554	70,460	71,820	72,710
22	66,025	66,909	68,301	69,618	70,517	71,840	72,783
23	67,065	68,456	70,055	70,429	71,695	72,892	73,985

APPENDIX C
FY15 NON-TRS

	BS	BS12	BS24	MS	MS12	MS24	MS36
0	36238	37325	38050	39137	39863	40949	41673
1	36597	37695	38427	39524	40257	41354	42086
2	37153	38269	39011	40125	40869	41982	42726
3	38003	39144	44571	41044	41805	42944	43703
4	38248	39396	40159	41306	42072	43219	43984
5	39564	40752	41543	42729	43521	44045	45040
6	41124	42358	43181	44413	45237	46470	47292
7	42769	43556	44909	46190	45590	48329	49183
8	44479	45335	46618	47473	47596	50041	50895
9	45763	47046	48329	49183	50468	51322	52605
10	47473	48757	49611	50895	51751	53034	53890
11	49183	50041	51322	52177	53461	54744	55600
12	50468	51751	53034	53890	55171	56027	57310
13	52177	53461	54316	55600	56456	57738	59020
14	53890	54744	56027	56883	58166	59449	60303
15	55171	56456	57738	58594	59876	60732	62016
16	56883	58166	59020	60303	61160	62442	63725
17	58594	59449	60732	62016	62870	64153	65008
18	59155	59994	61254	62092	63352	64191	65449
19	59242	60476	61296	62532	63355	64590	65824
20	60887	61098	62320	64177	64999	66235	67058
21	60925	61725	62990	64229	65060	66306	67121
22	60967	61783	63045	64276	65113	66370	67193
23	61015	61833	63118	64336	65167	66389	67260
24	61976	63261	64739	65085	66255	67361	68370

APPENDIX D
FY15 TRS

	BS	BS12	BS24	MS	MS12	MS24	MS36
0	39,998	41,198	41,998	43,198	43,999	45,198	45,997
1	40,394	41,606	42,414	43,625	44,434	45,645	46,453
2	41,008	42,239	43,059	44,288	45,109	46,338	47,159
3	41,946	43,205	49,195	45,302	46,142	47,400	48,237
4	42,216	43,483	44,326	45,592	46,437	47,703	48,547
5	43,669	44,980	45,853	47,162	48,036	48,615	49,713
6	45,391	46,753	47,661	49,021	49,931	51,291	52,199
7	47,206	48,075	49,568	50,982	50,320	53,343	54,286
8	49,094	50,039	51,455	52,398	52,534	55,233	56,176
9	50,511	51,927	53,343	54,286	55,704	56,647	58,063
10	52,398	53,816	54,758	56,176	57,120	58,536	59,481
11	54,286	55,233	56,647	57,591	59,008	60,424	61,369
12	55,704	57,120	58,536	59,481	60,895	61,840	63,256
13	57,591	59,008	59,951	61,369	62,314	63,728	65,144
14	59,481	60,424	61,840	62,785	64,201	65,617	66,560
15	60,895	62,314	63,728	64,673	66,088	67,033	68,450
16	62,785	64,201	65,144	66,560	67,506	68,921	70,337
17	64,673	65,617	67,033	68,450	69,393	70,809	71,753
18	65,293	66,219	67,609	68,534	69,925	70,851	72,239
19	65,388	66,751	67,656	69,020	69,928	71,291	72,653
20	67,204	67,437	68,786	70,836	71,743	73,107	74,015
21	67,246	68,129	69,525	70,893	71,810	73,185	74,085
22	67,293	68,193	69,586	70,945	71,869	73,256	74,164
23	67,345	68,248	69,667	71,011	71,928	73,277	74,238
24	68,406	69,825	71,456	71,838	73,129	74,350	75,464

APPENDIX E
FY16 NON-TRS

	BS	BS12	BS24	MS	MS12	MS24	MS36
0	36601	37699	38431	39529	40262	41358	42090
1	37325	38445	39192	40312	41059	42177	42924
2	37695	38826	39580	40710	41465	42595	43348
3	38268	39416	40182	41329	42095	43242	44008
4	39143	40318	45908	42275	43059	44232	45014
5	39395	40577	41364	42545	43334	44516	45304
6	40751	41974	42789	44010	44826	45367	46392
7	42357	43628	44476	45746	46595	47863	48711
8	44052	44863	46256	47575	46958	49778	50659
9	45814	46695	48017	48897	49024	51542	52422
10	47136	48457	49778	50659	51982	52861	54183
11	48897	50220	51099	52422	53304	54625	55506
12	50659	51542	52861	53743	55065	56387	57268
13	51982	53304	54625	55506	56826	57708	59030
14	53743	55065	55945	57268	58150	59470	60791
15	55506	56387	57708	58589	59911	61232	62113
16	56826	58150	59470	60351	61672	62554	63876
17	58589	59911	60791	62113	62995	64316	65637
18	60351	61232	62554	63876	64756	66077	66959
19	60930	61795	63091	63955	65253	66117	67412
20	61018	62290	63136	64408	65256	66528	67798
21	62713	62931	64190	66103	66949	68222	69069
22	62753	63577	64880	66156	67011	68295	69134
23	62796	63637	64936	66204	67067	68361	69208
24	62846	63687	65012	66266	67121	68380	69277
25	63835	65160	66681	67038	68243	69381	70422

APPENDIX F
FY16 TRS

	BS	BS12	BS24	MS	MS12	MS24	MS36
0	40,398	41,610	42,418	43,630	44,439	45,649	46,457
1	41,198	42,434	43,258	44,494	45,319	46,553	47,377
2	41,606	42,854	43,686	44,934	45,767	47,014	47,846
3	42,238	43,506	44,351	45,617	46,463	47,729	48,574
4	43,204	44,501	50,671	46,661	47,526	48,821	49,684
5	43,482	44,787	45,656	46,959	47,830	49,135	50,004
6	44,979	46,329	47,229	48,576	49,477	50,074	51,205
7	46,752	48,155	49,091	50,492	51,429	52,829	53,765
8	48,622	49,518	51,055	52,511	51,830	54,943	55,915
9	50,567	51,540	52,999	53,970	54,110	56,890	57,861
10	52,026	53,485	54,943	55,915	57,375	58,346	59,805
11	53,970	55,430	56,401	57,861	58,834	60,292	61,265
12	55,915	56,890	58,346	59,319	60,778	62,237	63,210
13	57,375	58,834	60,292	61,265	62,722	63,695	65,154
14	59,319	60,778	61,750	63,210	64,183	65,640	67,098
15	61,265	62,237	63,695	64,668	66,127	67,585	68,557
16	62,722	64,183	65,640	66,613	68,071	69,044	70,503
17	64,668	66,127	67,098	68,557	69,531	70,989	72,447
18	66,613	67,585	69,044	70,503	71,475	72,933	73,906
19	67,252	68,206	69,637	70,590	72,023	72,977	74,406
20	67,349	68,753	69,686	71,091	72,026	73,430	74,832
21	69,220	69,460	70,850	72,961	73,895	75,300	76,235
22	69,264	70,173	71,611	73,020	73,964	75,381	76,307
23	69,311	70,239	71,673	73,073	74,025	75,454	76,389
24	69,366	70,295	71,757	73,141	74,085	75,475	76,465
25	70,458	71,920	73,599	73,993	75,323	76,580	77,728

APPENDIX G
EXTRA DUTY STIPENDS

DUTY	FY14	FY15	FY16
Instr. Music Director	3,990	4,069	4,191
Vocal Music Director - M.S.	2,178	2,221	2,288
M.S. Musical/Play	1,659	1,693	1,743
Elem. Vocal Music	1,235	1,260	1,298
M.S. Boys Football	5,113	5,215	5,371
M.S. Boys Asst. Football	4,175	4,259	4,387
M.S. Newspaper	1,013	1,033	1,064
M.S. Science	1,013	1,033	1,064
M.S. Science	1,013	1,033	1,064
M.S. Student Council	1,127	1,150	1,184
M.S. Student Council	1,127	1,150	1,184
M.S. Boys Basketball	5,113	5,215	5,371
M.S. Boys Asst. Basketball	4,175	4,259	4,387
M.S. Girls Basketball	5,113	5,215	5,371
M.S. Girls Asst. Basketball	4,175	4,259	4,387
5th and 6th Basketball	1,305	1,331	1,371
M.S. Girls Intramurals	1,013	1,033	1,064
M.S. Natl Honor Society	1,013	1,033	1,064
M.S. Track	2,918	2,976	3,066
M.S. Asst. Track	2,659	2,713	2,794
M.S. Asst. Volleyball	4,175	4,259	4,387
M.S. Volleyball	5,113	5,215	5,371
M.S. Math	1,013	1,033	1,064
Athletic Director	3,711	3,785	3,899
M.S. Cheerleaders	2,020	2,060	2,122
M.S. History	1,013	1,033	1,064
M.S. Pep Club	584	595	613
ESP	5,814	5,930	6,108
Homebound Instruction (HOURLY)	28	29	30