

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

2016-2017

2017-2018

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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) workdays 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.

O. 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, and D.

B. EXTRA DUTY SCHEDULE

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

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 an 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"). In the event that an employee's retirement requires the District to make an ERO contribution, 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, 2016, and shall continue in effect until August 27, 2018.

B. This Agreement is signed this 27th day of February, 2017.

In Witness thereof:

For the East Alton School District #13 Board of Education

Murray Peterson
President

Karen Margaret Follis
Secretary

For East Alton Education East Alton, Illinois Association

Amanda Luce
President

Karen Cairns
Secretary

APPENDIX E EXTRACURRICULAR SCHEDULE

DUTY	FY 17	FY18
Instr. Music Director	4,275	4,360
Vocal Music Director - M.S.	2,334	2,380
M.S. Musical/Play	1,778	1,813
Elem. Vocal Music	1,324	1,350
M.S. Boys Football	5,478	5,588
M.S. Boys Asst. Football	4,475	4,565
M.S. Newspaper	1,085	1,107
M.S. Science	1,085	1,107
M.S. Science	1,085	1,107
M.S. Student Council	1,208	1,253
M.S. Student Council	1,208	1,253
M.S. Boys Basketball	5,478	5,588
M.S. Boys Asst. Basketball	4,475	4,565
M.S. Girls Basketball	5,478	5,588
M.S. Girls Asst. Basketball	4,475	4,565
5th and 6th Basketball	1,398	1,426
M.S. Girls Intramurals	1,085	1,107
M.S. Natl Honor Society	1,085	1,107
M.S. Track	3,127	3,190
M.S. Asst. Track	2,850	2,907
M.S. Volleyball	5,478	5,588
M.S. Asst. Volleyball	4,475	4,565
M.S. Math	1,085	1,107
Athletic Director	3,977	4,057
M.S. Cheerleaders	2,164	2,207
M.S. History	1,085	1,107
M.S. Spirit Club	625	638
Bash Out Bullying	1,085	1,107
ESP	6,230	6,355
Homebound Instruction (HOURLY)	31	32

**FY17
NON-TRS**

FY17 2%	BS	BS12	BS24	MS	MS12	MS24	MS36
0	36601	37699	38431	39529	40262	41358	42090
1	37333	38453	39200	40320	41067	42185	42932
2	38072	39214	39976	41118	41880	43021	43782
3	38449	39603	40372	41524	42294	43447	44215
4	39033	40204	40986	42156	42937	44107	44888
5	39926	41124	46826	43121	43920	45117	45914
6	40183	41389	42191	43396	44201	45406	46210
7	41566	42813	43645	44890	45723	46274	47320
8	43204	44501	45366	46661	47527	48820	49685
9	44933	45760	47181	48527	47897	50774	51672
10	46730	47629	48977	49875	50004	52573	53470
11	48079	49426	50774	51672	53022	53918	55267
12	49875	51224	52121	53470	54370	55718	56616
13	51672	52573	53918	54818	56166	57515	58413
14	53022	54370	55718	56616	57963	58862	60211
15	54818	56166	57064	58413	59313	60659	62007
16	56616	57515	58862	59761	61109	62457	63355
17	57963	59313	60659	61558	62905	63805	65154
18	59761	61109	62007	63355	64255	65602	66950
19	61558	62457	63805	65154	66051	67399	68298
20	62149	63031	64353	65234	66558	67439	68760
21	62238	63536	64399	65696	66561	67859	69154
22	63967	64190	65474	67425	68288	69586	70450
23	64008	64849	66178	67479	68351	69661	70517
24	64052	64910	66235	67528	68408	69728	70592
25	64103	64961	66312	67591	68463	69748	70663
26	65112	66463	68015	68379	69608	70769	71830

The District will make all payments on behalf of the teacher to the Teachers Retirement System an amount based on the current Teacher Retirement System rate.

FY17**TRS**

FY17 2%

NO STEP	BS	BS12	BS24	MS	MS12	MS24	MS36
0	40221	41427	42232	43438	44244	45448	46253
1	41025	42256	43077	44307	45129	46357	47178
2	41837	43092	43929	45185	46022	47275	48113
3	42252	43519	44364	45631	46477	47744	48588
4	42894	44181	45039	46325	47183	48469	49328
5	43875	45192	51457	47385	48264	49579	50455
6	44157	45482	46364	47688	48572	49897	50780
7	45677	47048	47961	49330	50245	50851	52000
8	47477	48902	49852	51276	52227	53649	54599
9	49377	50286	51847	53326	52634	55795	56783
10	51352	52339	53821	54808	54950	57772	58759
11	52834	54314	55795	56783	58266	59251	60733
12	54808	56291	57276	58759	59747	61228	62216
13	56783	57772	59251	60239	61721	63203	64190
14	58266	59747	61228	62216	63695	64684	66165
15	60239	61721	62708	64190	65179	66659	68139
16	62216	63203	64684	65671	67153	68634	69621
17	63695	65179	66659	67646	69127	70115	71597
18	65671	67153	68139	69621	70610	72090	73571
19	67646	68634	70115	71597	72584	74064	75053
20	68295	69265	70717	71686	73141	74109	75561
21	68394	69820	70768	72194	73144	74570	75993
22	70294	70538	71949	74093	75042	76469	77418
23	70339	71262	72723	74153	75111	76550	77491
24	70387	71329	72785	74207	75174	76624	77574
25	70443	71385	72871	74276	75235	76646	77651
26	71552	73036	74742	75142	76492	77768	78934

**FY18
NON-TRS**

FY18 2%	BS	BS12	BS24	MS	MS12	MS24	MS36
0	36601	37699	38431	39529	40262	41358	42090
1	37333	38453	39200	40320	41067	42185	42932
2	38080	39222	39984	41126	41889	43029	43790
3	38833	39998	40775	41941	42718	43881	44658
4	39218	40395	41179	42355	43140	44316	45099
5	39814	41008	41805	42999	43796	44989	45786
6	40724	41947	47763	43983	44799	46019	46833
7	40987	42216	43035	44264	45085	46314	47134
8	42397	43670	44518	45788	46637	47200	48266
9	44068	45391	46273	47594	48477	49797	50679
10	45832	46675	48125	49497	48855	51789	52706
11	47665	48581	49957	50872	51005	53624	54540
12	49040	50415	51789	52706	54082	54997	56372
13	50872	52249	53163	54540	55457	56832	57748
14	52706	53624	54997	55914	57290	58665	59582
15	54082	55457	56832	57748	59122	60039	61415
16	55914	57290	58205	59582	60499	61873	63247
17	57748	58665	60039	60956	62331	63706	64622
18	59122	60499	61873	62789	64164	65081	66457
19	60956	62331	63247	64622	65540	66914	68289
20	62789	63706	65081	66457	67372	68747	69664
21	63392	64292	65640	66539	67889	68788	70135
22	63483	64807	65687	67010	67892	69216	70537
23	65247	65473	66783	68774	69654	70978	71859
24	65288	66146	67501	68829	69718	71054	71927
25	65333	66208	67559	68879	69777	71123	72004
26	65385	66260	67638	68943	69833	71143	72076
27	66414	67792	69375	69747	71000	72184	73267

The District will make all payments on behalf of the teacher to the Teachers Retirement System an amount based on the current Teacher Retirement System rate.

FY18 TRS

FY18 2%	BS	BS12	BS24	MS	MS12	MS24	MS36
0	40221	41427	42232	43438	44244	45448	46253
1	41025	42256	43077	44308	45129	46357	47178
2	41846	43101	43938	45193	46031	47284	48121
3	42674	43954	44808	46089	46943	48221	49075
4	43097	44390	45252	46544	47407	48699	49560
5	43752	45064	45940	47251	48127	49438	50314
6	44752	46095	52486	48333	49229	50570	51464
7	45040	46392	47291	48642	49544	50895	51796
8	46590	47989	48921	50316	51249	51868	53040
9	48427	49880	50849	52301	53272	54722	55691
10	50365	51292	52884	54392	53687	56911	57918
11	52379	53386	54898	55904	56049	58928	59934
12	53890	55401	56911	57918	59431	60436	61947
13	55904	57416	58421	59934	60942	62453	63460
14	57918	58928	60436	61444	62956	64467	65474
15	59431	60942	62453	63460	64969	65977	67489
16	61444	62956	63962	65474	66483	67992	69502
17	63460	64467	65977	66985	68496	70006	71014
18	64969	66483	67992	68999	70509	71518	73029
19	66985	68496	69502	71014	72022	73532	75043
20	68999	70006	71518	73029	74035	75546	76554
21	69661	70650	72132	73120	74604	75591	77072
22	69762	71216	72183	73637	74607	76061	77513
23	71700	71949	73388	75575	76543	77998	78966
24	71745	72687	74177	75636	76613	78081	79041
25	71794	72756	74241	75691	76677	78157	79125
26	71852	72813	74328	75762	76739	78179	79204
27	72983	74497	76237	76645	78022	79323	80513

The District will make all payments on behalf of the teacher to the Teachers Retirement System an amount based on the current Teacher Retirement System rate.

EXTRA DUTY STIPENDS

DUTY	FY17	FY18
Instrumental Music Director	\$ 4,275.00	\$ 4,360.00
Vocal Music Director M.S.	\$ 2,334.00	\$ 2,380.00
M.S. Musical/Play	\$ 1,778.00	\$ 1,813.00
Elem Vocal Music	\$ 1,324.00	\$ 1,350.00
M.S. Boys Football	\$ 5,478.00	\$ 5,588.00
M.S. Boys Asst. Football	\$ 4,475.00	\$ 4,565.00
M.S. Bulleteer	\$ 1,085.00	\$ 1,107.00
M.S. Science Club (2)	\$ 1,085.00	\$ 1,107.00
M.S. Student Council (2)	\$ 1,208.00	\$ 1,253.00
M.S. Boys Basketball	\$ 5,478.00	\$ 5,588.00
M.S. Boys Asst. Basketball	\$ 4,475.00	\$ 4,565.00
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M.S. Girls Basketball	\$ 5,475.00	\$ 5,588.00
M.S. Girls Asst. Basketball	\$ 4,475.00	\$ 4,565.00
5th and 6th Grade Boys Basketball	\$ 1,398.00	\$ 1,426.00
M.S. Girls Intramurals	\$ 1,085.00	\$ 1,107.00
M.S. National Honor Society	\$ 1,085.00	\$ 1,107.00
M.S. Track	\$ 3,127.00	\$ 3,190.00
M.S. Asst. Track	\$ 2,850.00	\$ 2,907.00
M.S. Volleyball	\$ 5,475.00	\$ 5,588.00
M.S. Asst. Volleyball	\$ 4,475.00	\$ 4,565.00
M.S. Math Club	\$ 1,085.00	\$ 1,107.00
Athletic Director	\$ 3,977.00	\$ 4,057.00
M.S. Cheerleading	\$ 2,164.00	\$ 2,207.00
Bash Out Bullying	\$ 1,085.00	\$ 1,107.00
M.S. History Club	\$ 1,085.00	\$ 1,107.00
M.S. Pep Club	\$ 625.00	\$ 638.00
Homebound Instruction	\$ 31.00	\$ 32.00