

**PROFESSIONAL NEGOTIATION AGREEMENT**

**between**

**The Board of Education**

**Itasca District #10, DuPage County**

**Itasca, Illinois**

**and**

**The Education Association of Itasca/**

**Illinois Education Association/**

**National Education Association**

**\*2023-2024**

**\*2024-2025**

**\*2025-2026**

**\*2026-2027**

**\*2027-2028**

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## **ARTICLE I**

### **PURPOSE**

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

## **ARTICLE II**

### **RECOGNITION**

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

## **ARTICLE III**

### **BOARD RESPONSIBILITIES AND RIGHTS**

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

## **ARTICLE IV**

### **ASSOCIATION RESPONSIBILITIES AND RIGHTS**

#### **A. MEETINGS**

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

B. ANNOUNCEMENTS

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

C. NOTICES

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

D. BOARD MEETINGS

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

E. BOARD MEETING AGENDAS

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

F. BOARD MEETING NOTICES

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

G. BOARD COMMITTEE MEETINGS

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

H. MEETINGS WITH THE SUPERINTENDENT

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

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

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

## **I. DUES DEDUCTION**

The Board shall deduct from each teacher's pay the current dues of the Association, provided the Board has received a signed authorization form from the teacher submitted within thirty (30) days after the first day of active employment. Pursuant to such authorization, the Board shall deduct one-eighteenth (1/18th) of such dues from the two regular salary check each month for nine (9) months starting in October, or until notified of membership revocation, until the second payroll following receipt by the Board of the notice of revocation from the teacher. For teachers hired during the school year, dues will be deducted in equal installments through June of the current school year, and will commence the first paycheck after the Board has received the signed authorization form.

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

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

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

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

## **J. AGREEMENT PRINTING**

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

## **K. CONSUMER PRICE INDEX**

The Consumer Price Index, hereafter referred to as CPI, is published by the Federal Bureau of Labor Statistics (BLS) and is calculated as the percent change of the index value from December to December in a given year. The published CPI aligns with the DuPage County property tax cycle and the Board of Education's budget cycle. Consistent with the County Clerk's practice, published CPI is reported out to one tenth of a percent.

# **ARTICLE V**

## **PERSONNEL RECORDS**

### **A. CONTENTS AND LOCATION**

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

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

B. ADDITIONS TO THE EVALUATION SECTION

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

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

C. GENERAL ACCESS

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

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

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

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



#### **D. TEACHERS' ACCESS**

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

### **ARTICLE VI**

#### **WORKING CONDITIONS**

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

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

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

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

The school calendar shall consist of a maximum of 184 working days, of which a maximum of 176 may be teacher/pupil contact days, 1 full-day parent teacher conference and 2 evening conferences of a maximum of 4 hours each, and 6 institute/workshop days.

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

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

Length of Day-Student Times:

- Peacock Middle School: 7:50 AM - 2:50 PM (7 hours)
- Franzen Intermediate School: 8:20 AM - 3:10 PM (6 hours, 50 minutes)
- Benson Primary School: 8:45 AM - 3:35 PM (6 hours, 50 minutes)

The professional work day of teachers shall be thirty (30) minutes prior to the start of school and thirty (30) minutes after the close of school, but can also be used as flex time per principal approval.

Instructional coaches, Literacy Coordinator Student Support Coordinators and the District Case Manager, work an additional twenty to twenty-five days outside of the contractual school year for teachers as outlined in a MOU. The schedule for these additional twenty days will be agreed to between employee and principal, with the principal having final discretion. Instructional coaches, Student Support Coordinators and the District Case Manager will be compensated for these days at their regular rate of pay and this compensation will be added to the normal teacher pay cycle.

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

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

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

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

On Fridays and days before holidays and vacations, and on days when teachers must return for an evening school commitment, the teachers' work day shall end when students are dismissed. Any changes in the amount and nature of evening commitments shall be at the mutual agreement of the administration and association. On the last day of school, a teacher's workday will end when he/she has completed his/her professional duties.

#### D. EARLY DISMISSAL

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

At the primary, intermediate, and middle schools the last early dismissal days of each trimester will be designated for record keeping.

Early dismissal days at each school will end at the regular student dismissal time. These times are as follows:

- Benson Primary School- 3:35 P.M.
- Franzen Intermediate School - 3:10 P.M.
- Peacock Middle School - 2:50 P.M.

Professional development will be created by the school leadership team and administration.

E. TRAVEL REIMBURSEMENT

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

F. EXTRACURRICULAR ASSIGNMENTS

Extracurricular applicants will be considered in the following order.

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

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

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

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

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

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

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

Extra duty salary schedules will be in accordance with Appendix B.

#### G. EXTRACURRICULAR COMMITTEE

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

#### H. PAYDAY

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

Stipends that require timesheet payments must be turned in by teachers by the 15<sup>th</sup> of each month and teachers will receive stipend payments on the 15<sup>th</sup> of the following month. If a teacher would like to review a detailed itemization of all earned payments, the teacher may view such information upon request to the principal.

#### I. SALARY ADVANCEMENT

Recognition for the efforts made by teachers toward continual professional growth and development is provided by Salary Advancement, which acknowledges and encourages the completion of course work beyond the Bachelor's degree level. Salary Advancement shall occur at the beginning of the school year and at the second semester if the course work has been completed prior to the beginning of that semester. Upon completion of course work or program, licensed staff members shall complete a form informing the District Office of completion, so Salary Advancement can be granted.

The amounts of the Salary Adjustments are:

- BA to MA \$3,500

- This Salary Adjustment is only provided if the educational attainment is pre-approved by the Superintendent or Assistant Superintendent.
- MA to MA+30 \$3,500
  - This Salary Adjustment is only provided if the educational attainment is pre-approved by the Superintendent or Assistant Superintendent
- MA+30 to MA+45 \$3,500
  - This Salary Adjustment is only provided if the education attainment is pre-approved by the Superintendent or Assistant Superintendent

Licensed staff who earn Salary Advancement at the second semester will receive a prorated Salary Advancement based on  $\{(Base\ Salary + \$1750/184) \times (remaining\ days\ in\ contractual\ year)\}$ . The starting point for calculating salary for the subsequent school year, however, will be based on  $\{Base\ Salary + \$1750\}$ .

#### J. JOB SHARING

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

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

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

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

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

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

#### K. PART-TIME LEAVE OF ABSENCE

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

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

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

#### L. ONLINE GRADING PROCEDURES

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

#### M. NATIONAL BOARD CERTIFICATION STIPEND

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

#### N. COLLABORATIVE LESSON PLANNING TIME

Teaching teams and grade level groups may apply to the Superintendent or Superintendent or Assistant Superintendent for additional paid collaborative lesson planning time for hours before or after the professional work day. Paid hours up to five (5) hours may be granted to the teachers in each group for each collaborative lesson planning project, at the Superintendent or Assistant Superintendent's discretion. The rate of pay for these lesson planning projects shall be Academic Planning rate, Appendix B per hour. The application, procedures and guidelines for approval will be developed by the Superintendent or Assistant Superintendent with input from the Association and provided to the Association. Hours will not be granted for individuals to plan, grade student work or complete room preparation.

#### O. INTERNAL SUBSTITUTE TEACHING ASSIGNMENTS

A teacher required to substitute for another teacher during the staff member's planning preparation period shall be compensated with the Fixed Instructional rate as specified in Appendix B. The Administration shall make every reasonable effort to find volunteers for such substitution prior to assigning a teacher.

#### P. SPEECH LANGUAGE PATHOLOGIST, SCHOOL PSYCHOLOGIST, SOCIAL WORKER PROFESSIONAL DEVELOPMENT AND LICENSURE FEES

During District Institute Days, Speech Language Pathologists, School Psychologist and Social Workers may attend District Institute Days or may request approval from the Superintendent or Assistant Superintendent to attend professional development required for state recertification. The registration or enrollment cost for any such

professional development pre-approved by the Superintendent or Assistant Superintendent shall be paid for by the District.

The District shall reimburse Speech Language Pathologists and Social Workers for annual state recertification fees upon submission to the Superintendent or Assistant Superintendent of proof of payment.

## **ARTICLE VII**

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

#### **A. SENIORITY**

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

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

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

#### **B. SUPERVISION**

Teachers and other licensed educational employees shall supervise and maintain discipline to ensure the safety of the students.

#### **C. STAFF VACANCIES**

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

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

#### **D. JUST CAUSE**

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

## **ARTICLE VIII**

### **LEAVES**

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

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



the leave shall be available upon termination of such leave and the return to employment in the District.

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

e. For purpose of advancement in salary, any teacher who has been employed for at least 91 days of the school year, of which a leave was taken, shall be entitled to a year's advancement. Any teacher employed less than 91 days of the school year, of which a leave was taken, shall not receive advancement.

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

#### B. SICK LEAVE

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

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

In relation to childbirth, adoption, or surrogacy, an employee may use accumulated sick days up to 8 weeks, to facilitate the needs of her/his family. Sick leave related to childbirth will begin when the doctor indicates that the employee can no longer work due to a medical condition. Sick leave related to adoption or surrogacy will begin starting from the date the child is received.

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

#### C. PERSONAL LEAVE

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

D. ATTENDANCE INCENTIVE

Any teacher who uses less than 5 sick days during the whole school year shall receive a bonus of \$100 for each trimester in which the teacher utilizes no more than 1 sick day (for a maximum of a \$300 bonus). The bonus shall be payable with the June 30th paycheck. For the purposes of calculating absences for this bonus, the use of personal days will not be included.

E. BEREAVEMENT LEAVE

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

F. JUDICIAL LEAVE

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

Teachers subpoenaed to testify during working hours in any judicial or administrative matter or who shall be asked to testify in any arbitration or fact finding shall be paid full salary for such time and suffer no loss of benefits or contractual advantage.

G. ASSOCIATION LEAVE

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

**ARTICLE IX**

**GRIEVANCE PROCEDURE**

A. DEFINITION

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

B. TIME LIMITS

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

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

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

### C. METHOD OF FILING

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

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

### D. REPRESENTATION

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

### E. PROCEDURES

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

3. In the event a grievance has not been satisfactorily resolved at the second step, the grievant shall file, within ten (10) school days of the receipt of the written decision at the second step, a copy of the grievance with the superintendent (step 3.) Within ten (10) school days after such grievance is filed, the grievant and the superintendent or Assistant Superintendent shall meet to resolve the grievance. The superintendent or Assistant Superintendent shall file an answer within ten (10) school days of the third step grievance meeting and communicate it in writing to the president of the board, the immediate supervisor, the grievant, and the president of the Association.
4. If the grievance is not resolved satisfactorily at the third step, the grievant shall file, within ten (10) school days of the receipt of the superintendent's written decision at the third step, a copy of the grievance with the Board President (step 4.) Within twenty (20) school days after such written grievance is filed, the grievant and the Board shall meet to resolve the grievance. The Board President shall file an answer within ten (10) school days of the fourth step grievance meeting and communicate it in writing to the superintendent, the grievant, and the president of the Association.
5. If the grievance is not resolved satisfactorily at the fourth step, there shall be available a fifth step of binding arbitration. The grievant and the Association may jointly submit, in writing, notice to the superintendent within thirty (30) school days from receipt of the step four answer to enter into such arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the Board and the Association in accordance with the rules of the American Arbitration Association.
6. The board, the grievant and the Association shall not be permitted to assert any grounds or evidence before the arbitrator which was not previously disclosed to the other party.
7. The arbitrator's decision shall not amend, modify, nullify, ignore, or add to the provisions of this agreement. The arbitrator's authority shall be strictly limited to deciding only the issue or issues presented in writing by the Board or the Association and the decision must be based solely and only upon the interpretation of the meaning or application of the express relevant language of this agreement.

F. PREROGATIVES

1. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
2. A grievance may be withdrawn at any level without establishing precedent.
3. Either an Illinois Education Labor Relations Board or American Arbitration Association arbitrator may be used for arbitration. Each

party shall bear the full cost of its representation in the arbitration. The cost of the arbitrator shall be shared equally by both parties.

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

## **ARTICLE X**

### **VALIDITY**

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

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

## **ARTICLE XI**

### **NO STRIKE CLAUSE**

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

## **ARTICLE XII**

### **SALARY**

For the 2023-2024, 2024-2025, 2025-2026, 2026-2027 and 2027-2028 the base annual salary for all licensed employees from one school year to the next shall be increased based on the following chart:

Year	Steps	Increase
2023-2024	ALL	\$2,250 + 4.00%
2024-2025	ALL	\$1,000 + 4.00%
2025-2026		4.00%
2026-2027		4.00%
2027-2028		4.00%

### **ENTRY POINT FOR NEW EMPLOYEES**

Full credit will be given for prior licensed teaching experience in a public school or in a private school that is state recognized/accredited for each full year to a maximum of five years. Full credit will be given for nursing and counseling/social work experience with a BA for each full year to a maximum of five years.

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

The salary entry point for new teachers shall be as follows:

Year	BA	% Change	MA	% Change	MA+30	% Change	MA+45	% Change
2023-24	\$48,162.89	5.00%	\$50,506.91	5.00%	\$53,031.89	5.00%	\$56,706.89	5.00%
2024-25	\$50,330.22	4.50%	\$52,779.72	4.50%	\$55,418.33	4.50%	\$59,258.70	4.50%
2025-26	\$51,840.12	3.00%	\$54,363.11	3.00%	\$57,080.88	3.00%	\$61,036.46	3.00%
2026-27	\$53,395.33	3.00%	\$55,994.01	3.00%	\$58,793.30	3.00%	\$62,867.56	3.00%
2027-28	\$54,997.19	3.00%	\$57,673.83	3.00%	\$60,557.10	3.00%	\$64,753.58	3.00%

Newly hired teachers shall be granted the same salary as current staff members at the same level of education and experience, up to five years.

#### LICENSED STAFF RETURNING FROM FULL YEAR LEAVE OF ABSENCE

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

#### SALARY COMMITTEE

An ongoing Salary Committee will meet at least one (1) times per year to review salary entry points, additional salary appropriations, CPI, and to monitor salaries of comparative school districts. The Superintendent shall provide the committee with the salaries for all licensed staff.

### **ARTICLE XIII**

#### **INSURANCE**

##### **A. HEALTH**

##### **1. INDIVIDUAL**

The Board shall pay the full premium at the amount of the legacy health insurance plans. During open enrollment, employees may decline Board provided health insurance coverage after providing proof of coverage.

##### **2. DEPENDENT**

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

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

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

3. DEDUCTIBLE

The deductible of the legacy health insurance plans shall be a maximum of \$500 per person with a \$1500 maximum for family coverage participants.

4. CO-INSURANCE

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

5. LIFETIME MAXIMUM

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

6. PRESCRIPTION DRUG CARD

Prescription drug card use shall be unlimited.

7. INSURANCE COMMITTEE

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

8. EBC

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

B. LIFE

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

C. DISABILITY

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

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

D. FLEXIBLE BENEFIT PLAN

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

**ARTICLE XIV**

**TUITION REIMBURSEMENT**

The Board shall provide graduate course tuition reimbursement. Courses shall be in Education and/or Administration.

The Board will also provide:

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

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

The tuition reimbursement shall be subject to the following conditions:

1. Prior approval by the Superintendent or Assistant Superintendent of all course work.
2. A minimum grade of "B" shall be received.
3. Reimbursement shall not exceed the actual cost for the course.
4. The District will credit teachers with a Master's Degree, a maximum of 15 semester hours for the purpose of tuition reimbursement and movement on the salary schedule within one school year.
5. Quarter hours shall be converted to semester hours as follows: one quarter hour equals two-thirds semester hour.



6. Courses offered by for-profit institutions are not eligible for tuition reimbursement.
7. Licensed staff who resign within three (3) years of receiving tuition reimbursement shall pay back the amount of the tuition reimbursement. The amount owed the district shall be prorated by the number of years the resignation follows the tuition reimbursement. One year = 100%, two years = 66%, three years = 33%. Tuition reimbursement pay back shall not apply in the case of a life changing event.
8. Tuition reimbursement will only be considered for employees entering their third year in the district who are in good standing, defined as a licensed employee who has earned Proficient or better in their previous summative evaluation, unless with exception of district need as identified by the superintendent.
9. Tuition Reimbursement Pool: \$30,000 per year for each year of the Agreement.

## **ARTICLE XV**

### **COMMITTEES**

Hourly rate for summer, grant, training, and committee work shall be Academic Planning rate, Appendix B per hour. Amount of hours will be approved and shared with committee members in advance by the Principal and Superintendent in writing.

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

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

## **ARTICLE XVI**

### **EVALUATION**

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

## **ARTICLE XVII**

### **RETIREMENT PROGRAM**

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

Eligibility:

- A. A minimum of 15 or more full-time years of service as of the last day of teaching within the District.
- B. Teachers who are eligible to retire under the terms of the Teachers' Retirement System.
- C. None of the teacher's increases in creditable earnings in the years used to determine the teacher's pension would cause the Board to be subject to any penalty.

Notice:

The teacher must submit an irrevocable letter of resignation and intent to retire to the Superintendent by:

- June 8, 2023, if retiring effective at the end of 2023-2024 and 2024-2025 school year for post retirement benefit.
- By March 1 of the school year prior to the school year that benefits are first to be received if retiring at the end of the 2025-2026 school year or after.

The teacher's notice to the Board and the Board's approval of the request shall constitute an irrevocable commitment by both parties, except that at the Board's discretion, the teacher may be permitted to continue in employment beyond the agreed-upon date of retirement in emergency circumstances (e.g. catastrophic illness incurred by the teacher or spouse, death of spouse or calamitous event incurred by teacher or spouse). If a teacher participating in the program begins to receive the benefits and the Board, in its sole discretion, accepts a request to rescind the retirement, the Board will not be obligated to continue payment of the benefits under the program.

As a condition of continuing in employment beyond the agreed-upon retirement date, the teacher and the District shall agree upon an extended date of retirement and a reasonable repayment agreement that may include adjusting the employee's salary level so that the District does not incur a TRS penalty and so that the employee repays the full cost of the retirement benefit, less the compensation the teacher would have received if teacher had not submitted the notice of retirement.

If a teacher participating in the program resigns prior to the date originally approved for retirement for any reason other than physical or mental disability which permanently renders the teacher unable to perform the teacher's duties, the Board will have no obligation to provide the remaining retirement enhancements which would otherwise have been due under the program.

Benefits:

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

- A. An increase to the teacher's base salary of 5% over the prior year's salary in each year for a maximum of four (4) years immediately prior to retirement. For years 2023-2024 and 2024-2025, a teacher's base salary will increase up to but not in excess of 6% as listed in Article XII. Once an irrevocable notice of intent

to retire is received by the District, in no year shall creditable earnings in excess of 6% from one year to the next be paid to the teacher, inclusive of any lane movements and/or performance extracurricular assignments. The teacher may not perform variable timesheet duties in any year in which the teacher is receiving this retirement benefit.

- B. \$100 per day for each unused sick day, with a limit of 60 sick days. This payment will be issued by July 15th of the year of retirement.
- C. Payment of the above incentives shall not bind the Board to increased liability above the incentives listed. This article shall be the subject of mid-term bargaining should any subsequent legislation impact its content.
- D. Teachers who are within 4 years of eligibility of retirement who are not participating may not receive an increase that could result in a penalty. If a teacher is within four (4) years of eligibility for TRS retirement and chooses not to participate in the program, the teacher may avoid this limitation above by signing an agreement with the Board. The agreement will provide that if the teacher resigns and the Board becomes subject to penalties from TRS, the teacher must repay to the Board all amounts of creditable earnings necessary to avoid penalties.
- E. If a teacher is participating in the retirement benefit program and the teacher's benefits extend into school years past the term of this Agreement, the teacher will remain in the retirement program. A teacher participating in the Retirement Program provided for in this Agreement will not be eligible for any new or revised retirement program under a subsequent agreement.

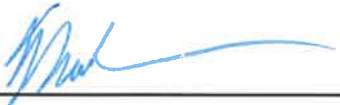
**ARTICLE XVIII**

**EFFECT OF AGREEMENT**

This agreement shall be in effect upon signature of the last of the parties following ratification, to midnight the first day of work before the first day of student attendance for the 2028-2029 school year.

IN WITNESS THEREOF:

For the Board of Education:

  
\_\_\_\_\_  
President

For the Association:

  
\_\_\_\_\_  
President

## APPENDIX A

### EXTRACURRICULAR ASSIGNMENTS

May Assign	May Not Assign
Lunchroom Supervisors	Outdoor Education
AM/PM Supervision	Patrol Service Worker
AM Tutoring and Intra murals	
Middle School Band	IMSA Fusion
Middle School Chorus	Photography Club
Elementary Chorus	Spanish Club
	Arithmetic Club
Student Council	Broadcast Club
	Leo Club
Athletic Director	Chess Club
Cheerleading	CCI Coordinator
Basketball	JR. Great Books
Track	Book Club
Cross Country	Math Team
Volleyball	Math Club
Basketball Timer and Scorekeeper	
Volleyball Timer	Parenting Classes
Yearbook	Curriculum Committees
Team Leader	After School Program 1-2
	After School Program 3-5
SST Coordinator	
	Science Fair
Newspaper	Kids Teach Too
	Education Fair
District Advisory Committee	Middle School Event Supervision
	Talent Show Stage Crew
	Talent Show Coordinator
	Musical
	Choreographer
	Stage Crew Supervisor
	Sound Board Operator
	Costume Crew
	Event Videotaping
	Elementary School Scenery

**APPENDIX B**  
**Stipend and Extra Duties**

Level I Stipends - Supervision Rates	Level II Stipends - Planning Rates	Level III Stipends - Academic Instructional Rates
2023-2024 \$22 2024-2025 \$24 2025-2026 \$26 2026-2027 \$28 2027-2028 \$30  Lunch \$36	2023-2024 \$32 2024-2025 \$34 2025-2026 \$36 2026-2027 \$38 2027-2028 \$40	requires weekly planning 2023-2024 \$42 2024-2025 \$42 2025-2026 \$46 2026-2027 \$46 2027-2028 \$46
School-Year 2023-2024		
AM Supervision F/B-TBD P-TBD  PM Supervision F/B-TBD P-TBD  Lunchroom Supervision F-TBD B-TBD P-TBD  Talent Show Stage Crew (Elem.) F-\$110  Intramurals-\$2,600 P-AM/PM Tutoring & Detention-TBD Leo Club-\$660	Basketball-\$3,200 Cross Country-\$1,536 Cheerleading-\$3,200 Volleyball-\$2,560 Track-\$2,240 Athletic Director-\$2,400  Stage Crew Coordinator (MS)-\$1,920 Costume Crew- \$800 Choreographer-\$1,216 Videographer/Editing-\$576 Elementary Chorus/2 <sup>nd</sup> and 5 <sup>th</sup> Musicals-\$2,240  Outdoor Education- \$1,152 Outdoor Education Coordinator-\$960  Student Council-\$1,920 Newspaper-\$800 Yearbook-\$1,440  Talent Show Coordinator- \$480 Battle of the Books-\$480 Service Worker Coordinator-\$480 IMSA Fusion-\$2,368 Jr. Great Books-\$640 CC! Coordinator TBD Science Fair-\$160 Kids Teach Too-\$640 Education Fair-\$320 DAC-TBD	Math Club (3-8)-TBD F/B-AM/PM Tutoring & Detention-TBD

**Salaried Stipends (increase by CPI every year with a floor of 2% and a ceiling of 5%):**

SST Coordinator: \$2,549/building

Team Leader: \$4,044/position

Band: \$6,492

MS Chorus: \$6,492

Musical Director: \$5,303

Timesheet Payments \$22/hour Level I	Timesheet Payments \$32/hour Level II
Basketball/Volleyball Timer Event Supervision	Elementary Musical Scenery Curriculum Committees PBIS Piano Accompaniment Scorekeepers

## APPENDIX C

### GRIEVANCE PROCEDURE FORM

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

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

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

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

Step 2 Written Grievance:

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

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

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

\_\_\_\_\_



## APPENDIX C

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

\_\_\_\_\_

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

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

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

\_\_\_\_\_

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