

HUNTLEY EDUCATION ASSOCIATION
(HEA) COLLECTIVE BARGAINING AGREEMENT

IN AGREEMENT WITH THE BOARD OF EDUCATION (BOE)
CONSOLIDATED SCHOOL DISTRICT 158

2008/2009 through 2010/2011

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**ARTICLE I.
RECOGNITION**

- 1) The Board of Education of Consolidated School District 158, McHenry and Kane Counties, Huntley, Illinois hereinafter referred to as the "Board" hereby recognizes the Huntley Education Association, hereafter referred to as the "Association", as the negotiation agent for the certified staff. Certified staff are all full-time personnel and part-time personnel scheduled to work at least one full school year that are required to be certified, except the Superintendent and Assistant Superintendents, Principals, Assistant Principals, Teacher Aides, short term employees and any certified employee scheduled to perform administrative duties, including evaluation of certified staff, more than half of his/her regularly scheduled work day.
- 2) Any certified person employed by CSD158 in less than a full-time position shall:
 - a) Receive a prorated salary based on the existing schedule.
 - b) Apply evaluation and grievance procedures as defined in this agreement. Timelines may be adjusted, by mutual agreement, based upon the certified staff member's schedule and attendance.
 - c) Be eligible for extra-curricular positions as defined in this contract providing his/her position fulfills state requirements.
 - d) Receive instructional planning benefits at a pro-rated basis.
 - e) Receive no other rights or benefits except personal leave and sick leave on a pro-rated basis.
 - f) Certified staff members working a minimum of thirty (30) hours per week shall receive medical insurance benefits and income protection as provided herein at a pro-rated basis.
- 3) The Board agrees not to negotiate with any certified staff organization other than the Association for the duration of this Agreement; further, the Board agrees not to negotiate with any certified staff member during the duration of this Agreement on matters specified in this Agreement.
- 4) All policies, regulations, and rules of the Board must be readily available to the certified staff members and shall be made available to any such certified staff member upon written request.
- 5) There is reserved exclusively to the Board of Education and thereby to the District, all responsibilities, powers, rights and authority expressly or inherently vested in it by the laws and constitutions of the State of Illinois and the United States of America. Except where limited by written provisions of this Agreement, the District retains the rights and responsibilities to direct the affairs of the District in all of its various aspects. Such rights and responsibilities shall include, but are not limited to, the determination of District policy, the management and administration of the District, the establishment, modification or elimination of courses of instruction, special programs, athletic, recreational and social events, as deemed necessary or advisable by the District, the direction, supervision and placement of certified staff, and the determination of the placement of personnel in contractual continued service.

ARTICLE II.**SCOPE OF AGREEMENT**

- 1) Scope of negotiations includes negotiations procedures, salary, fringe benefits, curriculum planning, evaluation procedure, grievance procedure, working conditions, and term of Agreement, as defined in this Agreement.

ARTICLE III.**ASSOCIATION RIGHTS****A Fair Share**

- 1) During the term of this Agreement, certified staff who are not members of the Association shall, commencing sixty (60) days after their employment or sixty (60) days after the effective date of this Agreement, whichever is later, pay a fair share fee to the Association for collective bargaining and contract administration services rendered by the Association as the exclusive representative of the employees covered by said Agreement, provided the fair share fee shall not exceed the dues attributable to being a member of the Association. Such fair share fees shall be deducted by the Board from the earnings of non-members and remitted to the Association. The Association shall annually submit to the Board a list of the certified staff covered by this Agreement who are not members of the Association and an affidavit which specifies the amount of the fair share fee. The amount of the fair share fee shall not include any contributions related to the election or support of any candidate for political office or for member-only benefit.
- 2) Non-members who object to this fair share fee based upon bona fide religious tenets or teachings shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the employee and the Association. If the affected non-member and the Association are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois Educational Labor Relations Board and the payment shall be made to said organization.
- 3) The Association shall indemnify and hold harmless the Board, its members, officers, agents and certified staff from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the Board for the purpose of complying with the above provisions of this Article, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any of such provisions. The Board shall promptly notify the Association if there is any lawsuit or other legal challenge to the provisions of this Article and the Association, upon such notice being given, shall have the right to designate legal counsel to defend such action; provided, however, the Board shall have the right to designate its own legal counsel in any such legal proceedings, subject to the approval of the Association, which approval shall not be unreasonably withheld, if such designation becomes necessary to protect its own interests, with the understanding that these indemnification provisions shall cover the cost of such representation.

B Negotiations Procedure

- 1) The Board and the Association shall bargain with respect to wages, hours, and other terms and conditions of employment, as defined in this Agreement.
- 2) It is agreed that the Board and Association will, in a prompt and timely manner, jointly request the services of the Federal Mediation and Conciliation Services (FMCS) if either party to this Agreement declares impasse.

C Board of Education Meetings

- 1) The Association President shall be given written notice of any regular or special meeting of the Board and a copy of the board packet.

D Association Executive Board and Superintendent Meetings

- 1) At the written request of the Association or Superintendent, up to nine (9) meetings will be held during the school year between the Association Executive Board and the Central Office Administration to discuss District and contract issues. These meetings are meant to open up District level communications/input. One week prior to the meeting the President of the Association and the Superintendent will mutually set an agenda for each meeting. Neither party has the intent of waiving its rights under the IELRA.

E Association and Board Meet and Confer

- 1) At a time and place mutually agreed, representatives of the Board will meet and confer with the Association up to four (4) times per school year, upon written request of the Association or the Board.

F New Employees

- 1) Names and addresses of new employees shall be provided to the Association within seven (7) school days after their Board approved hiring. At the request of the Association, up to one (1) hour will be made available at the new certified staff member orientation luncheon.

G Use of Facilities and Equipment

Union activity, related to the sections below, should not interfere with the certified staff member's professional responsibilities.

- 1) The Association may use District facilities for meetings upon reasonable advance request to the Superintendent or designee.
- 2) The Association shall have a bulletin board in each employee lounge or other appropriate area in each building subject to the same conditions as mailboxes.
- 3) Announcements of Association business may be sent to bargaining unit members, through the District's e-mail system. Upon written request to the Superintendent, the Association shall also have an electronic mailbox in the employer's e-mail system.
- 4) Announcements of Association business not directly impacting students may be read over the intercom in each building prior to, or at the completion of the student day and subject to examination of such communication by the employer.
- 5) The Association shall have the right to distribute printed materials in each District facility and use the employer's mail service as well as employee mailboxes for communication to employees subject to examination of such communication by the employer.
- 6) The Association shall have the right to request to use equipment for non-political activity including but not limited to telephones, computers, printers, audio-visual equipment, copy machines and duplicators when such equipment is not in use. The Association will reimburse the employer the actual cost of supplies used by the Association.

H Association Leave

- 1) The Association shall be granted eight (8) days per contract year, for Association Officers without loss of salary for Association business, including but not limited to Association

conferences and conventions, grievance processing, arbitration hearings, hearings before the Illinois Educational Labor Relations Board or other state agencies, and negotiations.

I Cost of Printing

- 1) The District and the Association will each pay the costs of the printed contracts for each individual covered by the contract. These are the contracts provided to new staff members during orientation or distribution of newly approved contracts. A copy of the contract will be posted on the District website.

ARTICLE IV.

SALARY AND FRINGE BENEFITS

A Honorarium

- 1) All certified staff shall be eligible for an honorarium of up to \$500.00 in any given fiscal year of the contract in recognition of extraordinary accomplishment in the performance of certified staff duties. The Board shall establish a policy to determine the criteria for which the honorarium can be paid. The Board must approve all honorarium payments by majority vote at a public meeting.

B Salary: SEE APPENDIX A

- 1) Year 2009-2010 Salary Schedule attached includes 1.25% of Board paid teacher retirement system (TRS) contribution of the certified staff member contribution to TRS.
- 2) Year 2010-2011 Salary Schedule attached includes 2.5% of Board paid teacher retirement system (TRS) contribution of the certified staff member contribution to TRS.
- 3) Board paid TRS contributions of a certified staff member's required contribution shall only apply to the Salary Schedule listed in Appendix A and shall not apply to any other creditable earnings, unless explicitly required by a grant that the District has applied for reimbursement for.

C 403B Clause

- 1) The district will continue to offer existing 403B plans consistent with IRS requirements. The District will electronically submit all deducted monies to the appropriate vendor(s) within (7) seven business days of each payroll.

D Error Clause

- 1) The district is responsible for maintaining all certified staff member records as required by school code, state and federal law. The district will provide a checklist that shows certified staff member compliance by October 1st for all new certified staff members or upon completion of their file.
- 2) If a certified staff member reports an underpayment over \$50 from their payroll check, the district will provide the employee a separate check to make the certified staff member whole within three (3) business days. In other cases, the correction will come on the next paycheck or electronically as determined by payee.

E Medical Insurance

- 1) Certified staff members working a minimum of thirty (30) hours per week and for a period of nine (9) months or more shall receive Board contributions toward medical insurance.

a) 2008/09

- | | | |
|--------------------|---|--------------------|
| i) Single Coverage | = | \$475.00 per month |
| ii) Employee + 1 | = | \$587.50 per month |

iii) Family = \$675.00 per month

b) 2009/10

i) Single Coverage = \$489.50 per month

ii) Employee + 1 = \$605.13 per month

iii) Family = \$715.00 per month

c) 2010/2011

i) Single Coverage = \$503.93 per month

ii) Employee + 1 = \$623.28 per month

iii) Family = \$745.00 per month

- 2) If the Board contribution exceeds the annual medical premium and if the certified staff member is enrolled in the District's dental insurance plan, the remaining contribution amount may be applied towards the dental insurance premium.
- 3) If medical insurance premium does not exceed Boards contribution as listed above, the certified staff member shall pay \$10.00 per month towards medical insurance premiums and \$10.00 per month towards dental insurance premiums.
- 4) In the event the total premium for all plans offered by the District exceeds 10% from the previous year's premiums, the Board and certified staff members shall respectively be responsible to pay for 50% each of the insurance premium increase.
- 5) Married couples working in the District who are eligible for medical and dental benefits will be eligible for dual coverage. One spouse will elect family coverage. The Board of Education will contribute the family contribution equal to the amounts as listed above and the single contribution equal to the amounts listed above.
- 6) Employees hired prior to 2006/2007 that work less than thirty (30) hours and received medical/dental coverage, shall be grandfathered in for continued coverage.

F Insurance Committee

- 1) Membership: Two (2) HEA members, two (2) Administrators, one (1) Board member, two (2) HESPA members, two (2) district office support staff employees. Chair: Chief Human Relations Officer, who is a non-voting member.
 - a) Each member has one vote.
 - b) The committee meets on a quarterly basis.
 - c) The committee is responsible for review and analysis of providers, coverage, premiums and claim reports. All bids received by the district will be reviewed by the committee. The committee will choose from all bids received.
 - d) The committee will make a recommendation to the Board for approval.

G Life Insurance/Long Term Disability

- 1) The Board of Education will provide all full-time certified staff members with life insurance equal to \$50,000 and long-term disability supplement to the TRS long-term disability.

H Insurance during Disability

- 1) The district shall provide all insurance benefits set forth in this Agreement to certified staff members who are temporarily disabled. Such district paid insurance coverage shall cease when one of the following events first occurs:
 - a) Disability ceases,
 - b) The certified staff member becomes eligible for long term disability, or

- c) A temporarily disabled certified staff member, when eligible for long term disability, shall be given an opportunity to continue insurance coverage in the school insurance program during the period of disability, but will be required to pay all premiums connected with this coverage. All premiums are due no later than the last day of the month.

I Extra Curricular Assignments

- 1) Any assignments in addition to the normal load will be open to volunteers. Qualifications will be determined by the Administration and/or Board. Any position not filled by volunteers may be assigned by Administration and/or Board. Further, it is understood that the establishment of a schedule does not require the Board to conduct each activity listed on the schedule.
- 2) Except in emergencies, when extra curricular positions become available, certified staff will have the first opportunity to apply.
- 3) A certified staff member who is not selected for an extra curricular position for which he/she had applied has the right to written reason(s) for not being selected. A request must be submitted in writing by the certified staff member to the official in charge of the hiring decision within thirty (30) days of notification of not receiving the position. The official in charge of the hiring decision must respond within ten (10) calendar days.
- 4) If a person is to be discontinued in his/her assignment the Principal or Athletic/Activities Director shall give written notification of such action to the person within thirty (30) calendar days of the decision.
- 5) Extra Curricular stipends will increase seven percent (7%) in the 2008 – 2009 school year, five percent (5%) in the 2009 – 2010 school year, and six percent (6%) in the 2010 – 2011 school year.

J Extra Curricular Committee

- 1) The Superintendent and HEA Co-Presidents or designees will work to establish equitability between the current schedule and those of other Fox Valley Conference schools. The joint committee will provide a recommendation to the School Board for final approval. The extra curricular committee will make a recommendation to the Board of Education as to how to spend the percentage increase in stipends in years two and three.

K Supervision Assignments

- 1) Any assignments as contained in this section, in addition to the normal load will be open to volunteers. Qualifications will be determined by the Administration and/or Board. Any position not filled by volunteers may be assigned by Administration and/or Board. Further, it is understood that the establishment of a schedule does not require the Board to conduct each activity listed on the schedule.
- 2) When supervision positions become available, certified staff, non-certified staff and any individual not currently employed by the District will have the opportunity to apply. The Superintendent or designee shall have the sole discretion to select the individual to fill any assignment and determine the rate of pay for the individual who is not a certified staff member.
- 3) Certified staff members will be paid \$28.00 per hour for the following supervisory duties approved by the principal/designee:
 - a) Lunch room Supervisor (Duty free time)
 - b) In School Suspension

- c) Bus Duty (inside school day)
 - d) Score Keeping
 - e) Concert Attendance (Non-supervision)
 - f) Ticket Taking
 - g) Concert Attendance (Supervision)
 - h) Theatrical Performance (Supervision)
 - i) Athletic Events (Supervision)
 - j) Bus Duty (Outside school day)
 - k) Saturday Suspension
- 4) When someone not covered by this agreement performs the duty, compensation will be at the discretion of the Superintendent or his/her designee.

L Salary Schedule Mobility:

With the following provisions, the salary schedule will be followed:

- 1) Previous certified credit:
 - a) Credit for initial placement on the salary schedule may be counted for each full time year employed, or the equivalent thereof, up to a maximum of ten (10) years. Thereafter, one half-year credit shall be given for each fulltime year employed, or the equivalent thereof.
- 2) Certified staff members will be reimbursed per credit hour or the cost of the class(whichever is less), at \$130.00 per credit hour.
- 3) Certified staff members are eligible to change salary lanes in September each year. All paperwork must be received in Human Resources by the third Thursday of August for the current school year. Any lane change beyond a Master can only be made for credits received after the Master was obtained. Additionally, any additional advanced degrees received by certified staff members shall be eligible for a change in salary lane in February each year. All paperwork must be received in Human Resources by the third Thursday of January for the current school year.
- 4) A certified staff member not in an advanced degree program will be reimbursed for a maximum of nine (9) credit hours per contract year. A certified staff member within an advanced degree program will be reimbursed a maximum of twelve (12) credit hours per contract year. When combining non-advanced degree programs with degree programs, a certified staff member will be reimbursed for a maximum of twelve (12) credit hours per contract year.
- 5) First year certified staff members will be excluded from this reimbursement.
- 6) Successful completion of the course, a grade of "B" or better, is required.
- 7) Individuals will be required to share their enhanced educational experience as directed by the building principal / designee.
- 8) A certified staff member must remain in the district for one year following course completion and reimbursement, or the district shall be due the entire reimbursement.
- 9) Deadlines for application for reimbursement:
 - a) First semester: August 30th
 - b) Second semester: January 21st
 - c) Summer: May 1st
- 10) Coursework must be completed within one year of the original application date.

M Sick Leave

- 1) Certified staff members whose start date is prior to July 1, 2009 shall be entitled to fourteen (14) days of sick leave per school term without loss of pay.
- 2) Certified staff members whose start date is after June 30, 2009 will be granted sick time as follows:

0 to 4 years of service	12 days
5 and up	14 days
- 3) Sick leave shall accumulate to a maximum of 340 days for all, except those certified staff members with more than 180 days on the books as of July 1, 1998, whose cap will be the number of days at that time.
 - a) Sick leave shall be defined as per the School Code.
 - b) Each year, each certified staff member shall be given a written statement of accumulated sick leave.
- 4) Certified staff members will be reimbursed at \$15.00 per day for unused sick leave upon retirement, up to 40 days.
- 5) The Sick Bank will operate according to the Sick Bank Committee's ground rules.

N National Board Certification

- 1) Starting with the 2008-09 school year, teachers will be eligible to receive additional compensation for obtaining National Board Certification.

Year 1	\$2,000.00
Year 2	\$3,000.00
Year 3 continuing while valid	\$4,000.00

- 2) Eligibility Requirements:
 - a) Each year, certified staff members shall successfully complete forty (40) hours of District directed and approved curriculum work outside of their standard day in order to request the additional compensation. This compensation will be paid upon approval of the Superintendent or his or her designee.

O Teacher Retirement System Tax Shelter

- 1) All certified staff members shall be compensated in accordance with the appendixes salary schedules for the respective years. However, due to penalty provisions of the Illinois Teachers' Retirement System (TRS), no certified staff member upon reaching a date of employment within four (4) years of first becoming eligible for TRS retirement (early or ordinary) shall be entitled to receive an increase in total creditable earnings greater than 6% of the prior year's creditable earnings regardless of any other provisions or salary schedules of this Agreement. Any such earnings over 6% shall be considered forfeited, but shall not preclude the member from future schedule advancements and future earnings, subject to the annual application of the limitations of this provision. For the purpose of implementing this provision, certified staff members over age 50 shall be required to provide the District with the member's official TRS demographic data (age, service, etc.) as reported annually by the TRS.
- 2) See language regarding joint compensation committee

P Personal Leave

- 1) At the beginning of each school term each certified staff member shall be credited with two (2) days of leave to be used for personal business, which cannot be handled during non-school days or hours. All requests shall be made at least five (5) workdays in advance of the desired date of the leave, except in an emergency approved by the Superintendent or designee.
- 2) Personal leave shall not be allowed for participation in a work stoppage.
- 3) Except in the case of an emergency, or a unique circumstance approved in advance by the Superintendent or his or her designee, or for observations of a recognized religious holiday of the certified staff member's faith, the following days shall not be utilized for personal business leave:
 - a) The last two weeks of school,
 - b) A week day immediately preceding or following a week day legal holiday,
 - c) A week day immediately preceding or following a week day of student non-attendance,
 - d) A Friday before a Monday student non-attendance day / half day.
- 4) Personal leave days accumulate up to four (4) days.
- 5) Unused personal leave days after four (4) will accumulate as sick leave.

Q Family Medical Leave Act (FMLA)

- 1) The District's policy with regard to the Family Medical Leave Act ("FMLA") will remain consistent with current federal and state law and the implementing regulations.
- 2) The employee will be allowed to use all accumulated sick days and personal days as accumulated through the employee's years of service with District 158 pursuant to FMLA current regulations and guidelines.

R Bereavement Leave

Each certified staff member shall be entitled to two (2) days bereavement leave per school term without loss of pay. If more than two (2) days of bereavement leave are necessary, such days will be deducted from the certified staff member's accumulated sick leave.

S Mileage Reimbursement

The rate of reimbursement for approved mileage shall be at the recognized IRS rate.

T Curriculum Compensation

- 1) Curriculum work must be approved, in terms of maximum number of hours per project to be used and the compensation option, in advance by the Superintendent. For approved curriculum work, certified staff members will be paid \$22.50 per hour.
- 2) Payment of curriculum work monies shall be made within sixty (60) days of the certification of the completion of the work.

U Compensation for Supervising Other Teacher's Class(es)

- 1) A teacher who supervises another teacher's class(es), as authorized by the building principal/designee, during his/her preparation period or during their contract time not normally assigned to supervising students shall be compensated at the rate of \$30.00 per hour.

V Driver Education Pay

- 1) For Driver Education instruction beyond the contract day, the teacher will be paid \$30.00 per student contact hour.

W Summer School Pay

- 1) Summer school teachers will be paid \$2,000.00 per four (4) week session starting summer of 2009.

X Certified Staff Members Who Live in the District

- 1) Certified Staff Members who live within the District may request their children attend a specific school. The request shall be submitted to the Superintendent, who has the discretion to grant the request provided space is available at the school requested.

ARTICLE V.**OTHER PROVISIONS****A Certified Staff Member Participation on Committees**

- 1) Certified staff members shall participate on curriculum and policy committees related to the educational program.

B Planning for Institute and In-service Days

- 1) The planning of institute and in-service programs shall be based on the expressed needs of the District and the certified staff members. Certified staff members shall participate in the evaluation of such programs within a reasonable time following i.e. before the next such day. The evaluations shall be taken under consideration when planning future institute and in-service days.

C School Calendar

- 1) The superintendent or his/her designee and a representative from the Association will meet to determine construction of the school calendar for the coming school year. The Association will be present and give its position during the official board discussions on calendar as well as when the Superintendent or his/her designee makes a recommendation for the coming school year.
- 2) This calendar will provide a minimum term of no more than 185 days to insure 176 days of actual pupil attendance computed under Section 18-8 of the School Code of Illinois. The 185-day calendar will include built-in emergency days. The calendar shall contain no more than 182 certified staff member workdays, two of which will be considered a floating day.

D Certified Staff Member Day

- 1) The length of the certified staff member day shall be no longer than seven (7) hours and forty-five (45) minutes as scheduled by the administration. The specific hours will be determined by the-Superintendent or his/her designee. It is the intent of both parties that this time be continuous.
- 2) Grades K-5 teachers shall supervise students ten (10) minutes before the first school bell.
- 3) Supervision of students from the classroom to the bus shall not be required after the month of September.
- 4) On Fridays and Holiday Eves (listed below), the certified staff member day will end 15 minutes early or immediately after the last student enrolled in the teacher's assigned grade(s) is scheduled to depart, whichever comes last (*Labor Day Friday, Columbus Day Friday, Veteran's Day Eve, Thanksgiving Wednesday, Last school day before Christmas vacation, Lincoln's Birthday Eve, Good Friday Eve, Memorial Day Eve*).

- 5) Certified staff members may leave immediately after student dismissal for those days when they must return to school for an evening meeting or event.
- 6) Certified staff members in Grades PK – 5 shall not be required to supervise recess except in emergencies.
- 7) Certified staff members shall not be required to start the Member Day more than thirty (30) minutes prior to the building bell times.
- 8) All building level meetings shall be held for a maximum of one hundred eighty (180) minutes per month with a maximum of thirty (30) minute meetings.
- 9) Certified staff members may be allowed to leave the building during unassigned time. Unassigned time shall be defined as those periods of time when a certified staff member has no assigned class or duty, nor any conference scheduled with a parent or student. Prior to leaving the campus, the certified staff member shall notify the principal or designees.
- 10) Certified staff shall have a minimum thirty (30) minute duty-free lunch not inclusive of passing times. Starting in the 2009/2010 school year certified staff members working in the elementary schools shall have a minimum forty (40) minute duty-free lunch not inclusive of passing times.
- 11) The Board will continue to utilize teacher aides to reduce the amount of duty responsibilities for elementary teachers.
- 12) For those teachers who are required to attend student staffings IEP meetings, etc., the administration will provide substitutes if available for such teachers to attend IEP staffings or meetings.
- 13) Certified staff member planning time at the Elementary level will consist of a minimum of three hundred (300) minutes/week. Planning time will be scheduled in blocks containing a minimum thirty (30) consecutive minutes, with at least one block scheduled per day. Any plan time schedule under this minimum must be agreed to by mutual consent and paid at the pro-rata amount of the certified staff member's salary. Administration shall make a reasonable effort to provide an uninterrupted planning period. See letter of understanding #1.
- 14) Middle School certified staff members will have sixty (60) minutes a day dedicated to planning, organized in blocks of not less than thirty (30) minutes.
- 15) High School overloads will be paid at six thousand, seven hundred fifty dollars (\$6,750) per year. The standard high school schedule shall consist of five (5) regularly scheduled classes, a regularly scheduled planning period, and a non-teaching assignment period. If a sixth teaching class period is added to a teacher's schedule, that class shall be considered an overload.

E Class Size

- 1) The Consolidated School District 158 Board of Education recognizes that the student/teacher ratio is an important aspect of a quality educational program. The Board also acknowledges the desire of maintaining optimal class size averages within the parameters of financial responsibility and availability of appropriate facilities. Our community values public education and expects reasonable class sizes. Where disparities in class size exist, the Board shall attempt to minimize these disparities, consistent with the needs of the entire District, utilizing a variety of options, including but not limited to aides, additional faculty, student/special program transfers, provided appropriate resources are available to the District. As a desirable goal, the core courses regarding student/teacher ratio in the District buildings will seek an average

student/teacher ratio of the lower 20s in grades K-2, the mid 20s in grades 3-8, and the upper 20s in grades 9-12.

F No Child Left Behind Act of 2002 (NCLB)

- 1) The Board and Association agree to form a committee to consider the impact on the bargaining unit employees of issues arising from the legal requirements imposed by NCLB on schools identified as not making adequate yearly progress. The committee shall focus primarily on NCLB's choice, supplemental services and other corrective action provisions.
- 2) The Board agrees that it will notify the Association of any action that must be taken to comply with provisions of NCLB that would impact the terms and conditions of this agreement. The Board further agrees that it will bargain over the implementation of such required actions as provided by law.
- 3) The Board and Association agree that no provision in this Agreement shall be construed to prevent or prohibit the Board from taking legally required actions under NCLB regarding school improvements, school corrective actions or school restructuring.

G Special Education

- 1) A Special Education instructor's caseload will not exceed state and federal guidelines at any one time.
- 2) Staffing of programs shall be done with consideration of the severity of student needs, maintenance of a safe and adequate learning environment, the physical size of equipment needed and the physical space of classrooms. If a certified staff member has concerns related to the effects of class size on student or staff safety or the effects of class size on the maintenance of an effective learning environment, the certified staff member shall meet with his/her supervisor to discuss the concerns. If the certified staff member's concerns remain unresolved after this meeting, the certified staff member may request a meeting with the Director of Special Education Services to discuss the concerns.
- 3) Special Education Case Management requires a great deal of time from those involved in the education of students with special needs. Subject to the approval of the principal, up to four (4) release days, per certified staff member responsible for special education, will be provided each school year for case management including: scheduling, collaboration with related staff, completion of IEP/Re-Evaluation paperwork, meeting with parents or home visits, and curriculum modification. In the event that release time is not appropriate or available, with approval of the Superintendent, the certified staff member will be compensated with extended hourly pay, according to the standard hourly rate for certified staff members outside of the regular school day hours.
- 4) The District will maintain inclusion class enrollment levels in line with state and federal guidelines.

H Lesson Plans

- 1) It is agreed that daily lesson plans are essential for maximizing teaching and learning in the classroom. Each certified staff member shall have written plans completed and readily available, for each daily assignment, to be turned in to the principal/designee at the end of the school year.
 - a) Non-tenured certified staff member shall turn in lesson plans to the principal/designee for review and suggestions for improvements.

- b) Tenured certified staff member shall keep daily lesson plans readily available in the classroom for review by the principal/designee. A tenured certified staff member will be required to submit lesson plans to the principal/designee if the certified staff member has been notified in writing that a specific problem in planning exists, i.e. no completed plans available, plans insufficient or ineffective.

I Job Sharing

- 1) The Superintendent at his/her discretion may create or approve a proposal from certified staff members in which 1.0 FTE position is voluntarily shared by more than one certified staff member. Certified staff members involved in job sharing are required to meet all of the professional requirements of a full-time certified staff member. Only tenured certified staff members may request to share a full-time position.
- 2) Eligibility
 - a. Approval for participation: Proposals for job sharing assignments must be submitted by March 1st for the following school year. Certified staff members must be provided in writing the reasons behind the denial of the job sharing proposal. Certified staff members must reapply for participation in the Job Sharing Program on a yearly basis.
 - b. Any certified staff member leaving a full-time equivalent position to participate in the job sharing program may request to return to full-time status at the end of the job sharing assignment. There shall be no guarantee of an assignment in the same position.
- 3) Salary and Fringe Benefits
 - a) Compensation: All salary shall be calculated based upon a pro-rated basis and fringe benefits shall be offered consistent with current District plans and policies.
 - b) Two years of job sharing would be the equivalent of one-year advancement on the salary schedule.
- 4) The Proposal
 - a) When a job sharing team wishes to share a teaching position for a school year, specific guidelines need to be met. The certified staff members must jointly write their program proposal in detail and minimally cover the following:
 1. How will the school year be divided equally between two certified staff members?
 2. Both certified staff members must agree to attend in-service and institute days.
 3. Both certified staff members must attend parent teacher conferences.
 4. Both certified staff members must jointly distribute an evaluation to the building principal, parents, and students at mid-year and at the end of the year to better determine how the program is viewed.
 5. Job sharers must develop an ongoing system of communication with each other, their principal, parents, and other teachers involved. They must be responsible for sharing any concerns and general information pertaining to their students and the program.
- 5) Communication with Parents
 - a) Certified staff members participating in the Job Sharing Program will be required to write a letter home to parents at the beginning of the school year. This letter should define job sharing and include a detailed schedule of when each certified staff member will be working.

J Voluntary Transfers

- 1) The Superintendent or designee shall have posted in all school buildings and on the Human Resource's "Internal Applicants Only" website, a notice of all vacancies in the bargaining unit. A copy of such notice shall be given or mailed to the Association President or designee. Such notice shall be accompanied by a statement of minimum qualifications and anticipated salary range. If a vacancy occurs during summer vacation, notice thereof shall be posted in all school buildings and on the District website. Such vacancies shall be permanently filled only after the lapse of ten (10) calendar days from the posting date unless emergency occurs. During the hiring process any qualified internal candidate shall be given priority to fill the position consistent with the criteria stated below:
 - a) Certified staff members wishing to apply for a transfer shall notify the Human Resources Department in writing. After qualified certified staff members are interviewed for such vacancies, they shall be notified in writing of the District's decision when the vacancy is filled. The District may consider the following criteria in filling the vacancies:
 - i) Qualifications, including years in subject area, degrees, overall teaching experience and evaluations.
 - ii) Seniority
 - iii) Balancing the talent level within each building.

K Involuntary Transfers

- 1) A certified staff member who is involuntarily transferred, shall be given written notification by the appropriate administrator, and if a request is submitted in writing by the certified staff member to the appropriate administrator within thirty (30) days of notification, the appropriate administrator must provide the reasons for the transfer in writing within ten (10) calendar days.

L Reduction In Force

- 1) When the Board decides that it is necessary to terminate the employment of tenured certified staff in order to reduce the number of certified staff members in the district, the President of the Association will be notified in writing of such action in advance of any public announcement. Upon written request of the Association to the Superintendent, representatives of the Association shall be given an opportunity to discuss and provide input relative to such reductions in staff at a meeting with the Superintendent. When reductions shall be necessitated, the Board shall first remove certified staff members who have not entered into continued contractual service. Thereafter, the Board shall terminate tenured certified staff members according to seniority.

M Seniority

- 1) Length of continuous service shall be computed from the most recent date on which the certified staff member commenced working on a full-time basis, and will apply irrespective of intervening transfers from one area to another; in the event two or more certified staff members possess the same length of continuous service, the length of service will be computed from the date of hire. If the date of hire is the same, the date upon which the certified staff member(s) signed a contract shall be used. Sabbaticals and/or leaves shall not generate additional seniority or break the continuous service record of any employee. The Board shall post in each school building a seniority list each year, no later than February 1st. A copy of such seniority list shall also be sent to the Association President.

N Seniority List Procedures

- 1) Prior to February 1st of each school year, the Superintendent or designee shall post a tentative listing, categorized by years of service, listed by hire date, showing the seniority of all certified staff members employed by District 158. The listing shall provide the following information for each certified staff member:

- a) Name
 - b) Current position
 - c) Years of continuing tenured service
 - d) Other certifications/endorsements
- 2) Each certified staff member shall have thirty (30) calendar days thereafter to file written objections to his/her ranking. A certified staff members failure to make a timely objection shall be deemed in acceptance of the ranking, and the certified staff member cannot thereafter challenge his/her seniority until the following year.

ARTICLE VI. CERTIFIED STAFF EVALUATION

- 1) The purpose of evaluation shall be to improve the instructional skills of certified staff member with the goal of maximizing learning by students in the classroom. Accordingly, the evaluative process defined below shall include both the identification of teaching deficiencies and constructive suggestions needed for improvement.

A Annual Notification

- 1) By October 15th, the Superintendent (or designee) and/or the building principal shall inform the teaching staff of the procedures of evaluation, including who may evaluate the certified staff member's performance. Each certified staff member shall be acquainted with the process and instrument to be used. The building principal/designee will complete the orientation. All certified staff members will be given a copy of the Huntley CSD 158 Teacher Evaluation Plan. No formal evaluation may be conducted until this has been completed.

B Evaluation of Tenured Certified Staff Members

- 1) Tenured certified staff members shall be formally evaluated at least once in every two (2) years. All tenured certified staff member, by mutual agreement, may participate in either the Clinical Model, Hybrid Clinical Model, or Professional Growth Plan Methods of Evaluation, with the exception of those participating in the Professional Assistance component.
- 2) The Professional Growth Plan Method of Evaluation consists of the following required meetings between the evaluator and the certified staff member, all of which shall happen during the certified staff member's work day:
- a) A meeting prior to October 15th of the school year to establish a new Professional Growth Plan or review the status of previously submitted Professional Growth Plans. The goals in the plan will be mutually agreed upon by the certified staff member and evaluator,
 - b) A mid-year conference to discuss progress made toward achieving outlined goals,
 - c) A meeting no later than May 15th of the school year. An Annual Summary will be completed by the evaluator and discussed with the certified staff member. Both the certified staff member and the principal/designee will sign the Annual Summary, which will be forwarded with all progress review reports to the District Office for placement in the certified staff member personnel file. Such signature by the certified staff member only acknowledges that he/she has read the report and does not necessarily indicate Agreement with its contents.
- 3) All forms and paperwork to be completed by the certified staff members, which have been mutually agreed upon, can be found in Appendix as attached. The evaluation tool to be used must be mutually agreed upon by the Association and the District.
- 4) All dates listed above are not binding should the certified staff member not be available to meet within, or on, the requested dates or by the requested time-lines.

C Evaluation of Non-Tenured Certified Staff Members

- 1) Non-tenured certified staff members shall be formally evaluated in the classroom twice each school year. A third formal evaluation can be conducted if a certified staff member receives an overall rating of "Unsatisfactory" on one of their first two formal evaluations. Certified staff members in year one or two will be evaluated using the Clinical Model of evaluation. Certified staff members in years three or four may be evaluated using the Clinical or Hybrid Clinical Models of evaluation at the choice of their evaluator. The building principal/designee must complete these evaluations before the end of the first semester.
- 2) Prior to the initiation of the evaluation process, each certified staff member shall be acquainted with the process and instrument to be used. The building principal/designee will complete the orientation.
- 3) Announced classroom observations will be accompanied by the following required meetings, to be held during the certified staff member's work day:
 - a) Pre-Observation conference to discuss the Pre-Observation Information Sheet and to set a time and date for the formal observation.
 - b) A Post-Observation conference between the building principal/designee and the certified staff member within ten (10) school days after each classroom observation. At this conference, the written evaluation being placed in that certified staff member's personnel file shall be signed and dated by the teacher and the principal/designee. Such signature by the certified staff member only acknowledges that he/she has read the report and does not necessarily indicate agreement with its contents.
- 4) All forms and paperwork to be completed by the certified staff member, which have been mutually agreed upon can be found in the Appendix. Any forms used for evaluation in addition to those in the Appendix must be mutually agreed upon by the Association.
- 5) Any classroom observation for the purpose of evaluation shall be conducted with the full knowledge of the certified staff member. The certified staff member and evaluator will mutually agree upon the date of the observation and the lesson being observed.
- 6) Observations shall not be conducted during the day immediately preceding or following a student non-attendance day.
- 7) Within ten (10) school days after each classroom observation, a conference between the principal/designee and the certified staff member will be held. At this conference, the written evaluation being placed in that certified staff member's personnel file shall be signed and dated by the certified staff member and the principal/designee.
- 8) By February 15th, or by March 1st if hired after the start of the school year or on a part-time basis, the principal/designee will complete a final summative evaluation report for each certified staff member. The report will be discussed with the teacher, signed and dated by the certified staff member and principal/designee, and forwarded to the District Office for placement in the certified staff member's file.
- 9) All dates listed above are not binding should the certified staff member not be available to meet within, or on, the requested dates or by the requested time-lines.

D Informal Evaluation

- 1) Informal observations may be held as determined by the principal/designee or requested by the certified staff member.

- 2) Any informal observations, which are to be used to evaluate the certified staff member, shall be reduced to writing within ten (10) school days. Such written report may contain references to documented prior occurrences of similar incidents without regard to the ten (10) day limitation. The administrator will meet with the certified staff member to present this report and discuss this observation.
- 3) All dates listed above are not binding should the certified staff member not be available to meet within, or at, the requested dates or by the requested time-lines.

E Procedure for Records

- 1) The certified staff member shall be given a copy of any formal and/or informal evaluation placed in his/her personnel file. Such copies will be signed by the principal/designee and certified staff member, with a copy given to the certified staff member in accordance with the time limitations specified above. Such signature by the certified staff member only acknowledges that he/she has read the report and does not necessarily indicate agreement with its contents.
- 2) The certified staff member shall have the right to review the contents of his or her personnel file.
- 3) The certified staff member shall have the right to respond in writing to any evaluative material, to place said response in the certified staff member's personnel file, and to forward a copy of the response to the evaluator and to the Superintendent.

F Ratings

- 1) The final summative evaluation report for each certified staff member shall contain an overall rating of "Excellent", "Satisfactory", or "Unsatisfactory" based on his/her evaluation(s). Certified staff members who are rated "Unsatisfactory" will be provided with a Professional Assistance Plan, as outlined in the Huntley CSD 158 Teacher Evaluation Plan. A certified staff member rated "Satisfactory" will be provided with input, if requested, for improved professional performance.

ARTICLE VII.

GRIEVANCE PROCEDURE

A Definitions

- 1) A grievance shall be any claim by an employee, group of employees or the Association that there has been violation, misinterpretation or misapplication of the terms of this Agreement.
- 2) All time limits shall consist of school days, unless otherwise stated. School days shall be defined as student attendance days. Should the grievance occur during the last two weeks of the school year or prior to the start of the new school year, "school days" become "business days".

B Procedure

- 1) The parties hereto acknowledge that it is usually most desirable for a grievant and the immediate supervisor to resolve problems through free and informal communications. If, however, such informal processes fail to satisfy the grievant, a grievance may be filed. The following steps establish the grievance process:
 - a) The grievant presents the grievance, in writing, to the building principal within ten (10) school days of the claim of the contractual violation. The principal will arrange a time and date for a meeting to take place within ten (10) school days after receipt of the grievance. The principal or grievant may also include at this meeting such persons as

they deem beneficial to the successful resolution of this problem. The principal shall provide the aggrieved a written answer to the grievance within ten (10) school days after the meeting.

- b) If the grievance is not resolved at step number one, then the grievant shall refer the grievance in writing to the Superintendent or his official designee within ten (10) school days after receipt of the step number one answer. The same procedures as outlined in step number one regarding meeting arrangements, time limitations, persons present at the meeting, and written answers to the grievance shall be in effect for step number two.
 - c) If the grievance is not resolved at steps number one or number two, then the grievant has the option of requesting in writing that the grievance be placed on the agenda of the next regularly scheduled Board meeting. The grievant may then present the grievance personally to the Board for their consideration and decision. The Board shall provide the grievant with their written decision within twenty (20) school days after the date of which the grievance was heard.
 - d) If the Association is not satisfied with the disposition of the grievance in step three, the Association must file its demand for arbitration with the AAA within thirty (30) school days from the date the decision at step three was rendered. The voluntary labor arbitration rules of the AAA shall apply. The cost of the arbitrator services and other costs of a transcript will be borne equally by the parties.
 - i) Neither party shall be permitted to present any grounds or evidence before the arbitrator, which had not previously been disclosed, to the other party.
 - ii) The arbitrator shall have no power to amend, modify, nullify, ignore, and/or add to the terms of this Agreement. The arbitrator's authority shall be strictly and narrowly limited to deciding only the issues of the grievance filed at the step one level within the limits established in the definition of a "grievance".
- 2) Other Conditions
- a) First Step Bypass
By mutual written agreement between the Superintendent and grievant, the first step of the grievance procedure can be by-passed.
 - b) Meetings Outside of Regular Working Hours
All scheduled step meetings will be held outside regular work hours for employees unless mutually agreed between the Superintendent and grievant to meet at another time.
 - c) Grievant and Association Cooperation
The grievant and the Association shall not interrupt the operation of the District in the investigation of any alleged grievance.
 - d) Timeliness by Parties
Failure of any grievant to act on a grievance within the prescribed time limits will bar any further appeal. Failure by the Administration or Board to act on a grievance response within the prescribed time limits will permit the grievance to automatically move to the next step within the time limits provided in that step.
 - e) Extension of Time Limits
Time limits can be extended by mutual written agreement by the Superintendent and the grievant.
 - f) No Reprisals
No reprisals of any kind shall be taken by the grievant, Association, Administration and/or Board against any certified staff member because of his/her participation or lack of participation in the grievance procedure.
 - g) Filing of Materials
All documents dealing with a grievance shall be filed separately from a certified staff member's personnel file.

h) Exclusion of Remedies

In the event a grievant commences a proceeding in any state or federal court or administrative agency against the Board and/or Administration, charging the Board and/or Administration with an alleged violation of this Agreement, such remedy shall be exclusive and said grievant shall be barred from invoking any remedy by this grievance procedure while pursuing a remedy in another jurisdiction. Upon being knowledgeable of the decision by another jurisdiction, a grievant has the right to re-instate the grievance within ten (10) school days.

i) Expedited Arbitration

Upon completing a mutual written agreement by the Superintendent and the grievant, the expedited arbitration rules of the AAA shall be utilized instead of the voluntary labor arbitration rules.

j) Bypass of Arbitration to Grievance Mediation

By mutual written agreement, the Superintendent and grievant may elect to enter into grievance mediation prior to submitting the grievance to arbitration. The parties shall mutually agree, in writing, on the procedures for mediation, including the handling of costs to implement the process.

ARTICLE VIII.

TERM OF AGREEMENT

A Scope

- 1) The terms and conditions set forth in this Agreement represent the full and complete understanding and agreement between the parties hereto. The terms and conditions of this Agreement may be modified only by mutual consent of the parties.

B Management Rights

- 1) The Board hereby retains and reserves unto itself, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the statutes of the State of Illinois provided that, to the extent allowed by law, such rights and responsibilities shall be exercised in accordance with the provisions of this Agreement. The Board agrees to participate in good faith negotiations with the duly designated representatives of the Association.

C No Strike Clause

- 1) The Association hereby agrees not to strike for the duration of this Agreement.

D Duration

- 1) This Agreement shall commence at 12:01 a.m., July 1, 2008 and expire at 11:59 p.m. on June 30, 2011.

E Reopening:

- 1) This Contract shall remain in force from year to year unless notice is given prior to April 1st, by both parties, of its desire to terminate, amend, or modify this Agreement for the following year.

Julie Hunter 10.22.08
 Julie Hunter, Co-President, HEA Date

Kimberlee Aschenbach 10-22-08
 Kimberlee Aschenbach, HEA Co-President Date

Shawn Green 10-16-08
 Shawn Green, Board of Education President Date

Letter of Understanding #1

(Music)

Beginning the 2009/2010 school year there will be 17 classes held three times a week for 30 minutes per period.

Teachers who teach such special classes shall be paid, at his or her per diem rate as a stipend, for any loss of teacher preparation time.

This may be implemented during the 2008/2009 school year if approved by the building principal.

Agreement #1

The BOE and HEA will form a joint committee to review compensation for certified staff members.

Review areas include:

Current salary schedule – the committee will make recommendations to the Board of Education for alternative schedules.

Retirement compensation – the committee will recommend a salary structure for all retiring certified staff members.

EXTRACURRICULAR SCHEDULE Appendix B

Rate is 7% increase for year 2008/09, 5% increase for year 2009/10, 6% increase for 2009/10.
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Nonathletics**Group A**

Computer Club/MS
 Computer Club/HS
 Ass't Play-Lighting/Sound
 Recycling Coord
 Ski Club/MS
 Ski Club/HS
 Spanish Club
 Computer Club/GS

Group B

Concession/MS
 Concession/HS
 6th Grade Sponsor
 7th Grade Sponsor
 9th Grade Sponsor
 10th Grade Sponsor
 12th Grade Sponsor
 Newspaper/MS
 Newspaper/HS
 Beta Club
 Science Fair
 NHS
 Yearbook/MS
 Student Council GS
 Rec Club Sprv/GS
 Ass't Musical Director/MS
 Ass't Musical Director/HS
 Ass't Play Director/HS
 Art Club Sponsor

Group C

Student Council MS
 VICA
 Color Guard
 Pep Band
 Science Club
 Literary Book
 Associate Play Directory
 WYSE

Group D

Yearbook/GS
 Play Director/MS
 Play Director/HS
 Academic Team Ass't Coach
 Math Team
 8th Grade Sponsor
 11th Grade Sponsor

Group E

TV Studio-Video YB
 Cheerleaders/HS/BB
 Associate Musical Director/MS
 Associate Musical Director/HS
 Music-Drama/MS
 Speech-Debate/Ass't Coach

Group F

Snowflake
 Academic Team Head Coach

Group G

Snowball
 Marching -Concert Band
 Choral Director
 FFA
 Speech-Debate/Coach

Group H

Team Coordinators
 Yearbook/HS
 Musical/MS
 Musical/HS

Cheerleaders/MS/BB
Cheerleaders/HS
Pom Poms
Student Council/HS

Athletics

Group I

Softball-Baseball Ass't CoachMS

Group J

Softball-Baseball Head CoachMS

Tennis Coach/MS

Track Coach/MS

Soccer Coach/MS

Group K

Volleyball Coach/MS

Group L

Wrestling Coach/MS

Golf Ass't Coach/HS

Basketball Coach/MS

Soccer Coach/HS

Tennis Coach/HS

Track Coach/HS

Group M

Volleyball Coach/HS

Group N

Baseball Ass't Coach/HS

Softball Ass't Coach/HS

Cross Country Head Coach/HS

Golf Head Coach/HS

Wrestling Head Coach/MS

Basketball Head Coach/MS

Track Ass't Coach/HS

Soccer Head Coach/HS

Tennis Head Coach/HS

Group O

Football Ass't Coach/HS

Volleyball Ass't Coach/HS

Basketball Ass't Coach/HS

Wrestling Ass't Coach/HS

Group P

Baseball Head Coach/HS

Softball Head Coach/HS

Track Head Coach/HS

Group Q

Football Head Coach/HS

Volleyball Head Coach/HS

Basketball Head Coach/HS

Wrestling Head Coach/HS

Group R

Weight Training