

MINUTES OF THE POLICY COMMITTEE OF THE BOARD HELD JANUARY 9, 2013

The Policy Committee of the Board of School Inspectors of Joliet Public Schools District 86, Will County, Illinois, was held on Wednesday the 9th day of January 2013 at Hufford Junior High School, 1125 Larkin Avenue, Joliet; within the District boundary.

CALL TO ORDER – Chairperson Ziech called the meeting to order at 6:30 p.m. and the following committee members were present: Insp. Deborah K. Ziech, Demmond C. Dorris, Christine Kim.

Insp. Jeffrey K. Pritz, Lorraine E. Guerrero, Tonya M. Myers, and Gwendolyn R. Ulmer were in attendance.

The following Administrators were present: Dr. Charles E. Coleman – Superintendent, Sandy Gavin – Assistant Superintendent for Curriculum & Instruction, Nick Sakellariou – Chief Legal Officer, Dr. Sandra Thomas – Assistant Superintendent for Student Services, Cheryl Woods-Clendening – Assistant Superintendent for Human Resources & Labor Relations, John Armstrong – Director of Technology, and Sandy Zalewski – Coordinator of Communications & Development.

Ms. Alice Manning-Dowd, Coordinator was present.

OPPORTUNITIES FOR VISITORS TO SPEAK – No one came forward.

DISCUSSION ON STUDENT DISCIPLINE POLICY AND PRACTICE – Superintendent Coleman said this evening Mr. Sakellariou will be sharing additional information to help the Board feel comfortable in its decision-making when a recommendation is presented regarding student discipline.

Mr. Sakellariou said the hearing starts with the Administration. The information is presented to the hearing officer. The hearing officer evaluates the testimony. It is a statutory requirement for the hearing officer to report to the Board. The Board makes the final decision. Mr. Sakellariou said additional information cannot be presented unless the student has the chance to cross examine.

Information has been presented to the Principals. And, they have been given a template of what needs to be done. Mr. Sakellariou said it is the Administrations' job to make the determination if the student will go to a hearing. Student Services will assist the principals in preparing the case. The hearing officer will not participate in any case review prior to the hearing. The hearing officer has to hear the case clean.

Mr. Sakellariou said at the hearing information presented would be the Notice of Hearing, the Student Handbook signature page, the student's attendance and grade information, a photograph of evidence, and witness statements. Mr. Sakellariou said the Administration will present testimony on five: egregiousness of conduct, likelihood the conduct will interfere with the education of other students, past conduct and prior discipline, severity of the punishment, and the interest of the student.

Mr. Sakellariou stated for the egregiousness of conduct, the Administrators look at identifying policy/handbook violations, discuss any discipline presentation made to students, and witnesses testify as to the specific facts of student conduct. The likelihood the conduct will interfere with the education of other students. Administrators identify the specific ways that the conduct interferes with the education of other students. The past conduct is described and the student records regarding prior discipline, attendance, and grades. The severity of the punishment needs to be explained as to why it is appropriate and is it consistent with prior discipline issued. The interest of the student also needs to be considered and explained.

Mr. Sakellariou noted there is no subpoena power. He said employees will have to come to the hearings to testify. He also indicated if a teacher wants to file a police report it is the teacher's choice.

Mr. Sakellariou said a student has the constitutional right to an education and if that does not happen the student has the right to due process. Mr. Sakellariou reported our previous process was deficient.

Board Members were concerned that teachers would be in the hearing with parents who could be very forward.

Mr. Sakellariou said as the attorney he would attend the hearing if it was going to be problematic.

Superintendent Coleman stated a phone call to the police could also be made. A complete report from the hearing officer and the executive summary would be given to the Board. Superintendent Coleman said Dr. Thomas would be in contact with the principals to determine the discipline. He asked the Committee to let him know if anything additional needed to be included.

Mr. Sakellariou informed the Board if additional information was to be added to the reports the hearing officer would have to reconvene the meeting and give the parents/student the opportunity to challenge the information.

Dr. Thomas stated expulsions have been reduced. She reviewed the Strategic Plan goal: Provide a safe and supportive environment in every school that ensures high levels of learning for all students. Dr. Thomas said Principals review the Student Handbook and a specialist has been brought in for Safe School Culture.

Current programs and practices include Safe and Civil Schools which provides a social emotional core curriculum. Bully Prevention Programs listed Mean Girls, Haha-so, Second Step, Peace Builders, Character Counts, Fred Jones, Connect with Kids, HARP, and HEART.

Dr. Thomas also stated the District has a relationship with programs in the community. Northern Illinois University Partnership provides group and individual counseling, teacher consultation, assessments and research on evidence-based practices in mental health. There are two doctoral level students who are in five of our buildings and work with about 200 general education students. The Youth First Connections, Inc. (Bridges) offers individual counseling, group counseling, parent education, and classroom intervention. This group has been in the District for about three years and works with about 300 students. Dr. Thomas informed the Board that additional Social Workers and Behavior Interventionist staff have been increased.

Dr. Thomas said the new programs and practices of the District include the Zaner Bloser six power program themes which anchor Voices Literature and Writing. Connect with Kids is new to the District this year. The program focus is on student behavior, parent engagement, and social and emotional issues. Aimsweb Behavior Pilot is a program for student in 3rd through 6th grade. Response to Intervention Early Childhood program is being developed. The assessments help identify these students. Truancy is another program in the District. There is one truancy officer in the District. A wrap system is used and can include the truancy officer, social worker, and behavior interventionist working with the principal. The truancy officer spends at least 50% of his time in homes. Dr. Thomas reported there are three Emotional Disabilities Programs housed at Farragut, Hufford, and Washington. A Social Worker is assigned to each building.

Also new to the District is the Social Skills/Character Education Committee. This committee has representatives from Curriculum and Student Services.

Dr. Thomas said moving ahead proactive measures are in place to promote a safe and supportive environment. The District continues to assess and benchmark students; data collection is still used for decision-making.

QUESTIONS/COMMENTS – Chairperson Ziech said the Board had asked Superintendent Coleman and his staff to provide insight on student discipline. Is the Board looking to change policy or look for input from principals?

Insp. Ulmer said it was educational and she feels more confident when making student discipline decisions. The deficiency has been improved and did not feel anything more was needed.

Insp. Guerrero stated there still might be an issue regarding what discipline was handed down previously. She wanted to know if this was a procedural issue. Insp. Guerrero said the discrepancy in discipline for maybe a fourth grader versus an eighth grader. There have been several times when the Board did not feel comfortable with the recommendation.

Insp. Dorris said the Board needs to make sure it is being fair. He said he felt more empowered because there is the discretion to change.

Chairperson Ziech said if the Board disagrees it has to be relayed to the principal. Basic guidelines are needed. Anything that happens in the schools gets out to the community.

Insp. Pritz said the Board needs to be careful if it is changing recommendations at this level. The Board needs to be consistent regarding student discipline. He said by the time the information gets to the Board he felt the Administration had looked at all information and uncovered every stone. Insp. Pritz said if there is a specific issue the Board may tweak it. But, at the end of the day, this is the punishment the student receives. He noted the principals have to deal with the discipline day to day. Insp. Pritz did not want the punishment to be boxed in meaning if a student breaks a law then the student get this specific discipline. There needs to be flexibility.

Mr. Sakellariou said the District does not have "0" tolerance. What staff may say is they will not tolerate the misbehavior and the student will be accountable.

Superintendent Coleman said all students are responsible for their behavior.

Chairman Ziech said she appreciated the extra layers that were added to the discipline process.

ADJOURNMENT – The meeting was adjourned at 7:29 p.m. on a motion by Insp. Pritz seconded by Insp. Dorris.

Charyll M. Colstock
Secretary

Deborah K. Ziech
Chairperson

MINUTES OF THE REGULAR MEETING OF THE BOARD HELD JANUARY 9, 2013

The Regular Meeting of the Board of School Inspectors of Joliet Public Schools District 86, Will County, Illinois, was held on Wednesday the 9th day of January 2013 at Hufford Junior High School, 1125 Larkin Avenue, Joliet within the District boundary.

CALL TO ORDER – President Pro-Tem Ziech called the meeting to order at 7:30 p.m. Secretary Colstock called the roll and the following members were present: Insp. Jeffrey K. Pritz, Deborah K. Ziech, Lorraine E. Guerrero, Gwendolyn R. Ulmer, Demmond C. Dorris, and Christine Kim. Insp. Tonya M. Myers was absent.

PLEDGE TO THE FLAG & THE PEACE PLEDGE – Hufford Junior High students led the Pledge to the Flag and Peace Pledge. The Peace Pledge was said in support of the Children for Peace initiative.

OPPORTUNITY FOR VISITORS TO SPEAK – No one came forward.

SUPERINTENDENT’S REPORT – Hufford students performed a small skit about working together. This skit was taken from the Hufford play “Welcome to the World of Junior High.”

INTRODUCTION OF PRINCIPAL AND STAFF – Ms. Anna White, Hufford Principal, welcomed all to Hufford Junior High – Home of the Mighty Trojans. This meeting gives the Administration an opportunity to highlight the goals of the school and the outstanding teachers. Ms. White said AYP was about relationships, students helping other students, and going beyond the classroom. Overcoming obstacles made the staff strong and working as a team made them dynamic. Ms. White said the staff was dedicated during and beyond the school day.

The staff reported on Hufford’s Continuous Improvement Plan. The Building Leadership determined that Formative/Summative Assessment would increase student achievement by focusing on classroom instruction. All staff attended the training. An Assessment Committee was organized. STEM training has also been provided to improve teaching strategies. Teachers analyze Common Core to determine changes. Instructional teams will develop standards aligned units of instruction for each subject and grade level. Each grade level meets weekly. Accelerated Language Arts teachers met with teams to develop units of study guided by Common Core. Units of instruction have been modified for Language Arts, Math, Social Studies, and Science.

Units of Instruction include specific learning activities aligned to objectives. Departments are analyzed and modified on how current units are taught as determined by Common Core State Standards. Units of instruction are being reviewed to include learning targets as facilitated by the Assessment Cadre.

Teachers will be guided by a document that aligns standards, curriculum, instruction, and assessment. Grade level reading teams will meet weekly. The reading curriculum map guides support the Social Studies and Science curriculum maps.

Students will be engaged and on task. Teachers establish a climate conducive to learning through the Safe and Civil Schools CHAMPS classroom management plan.

Hufford has a number of ways in which the parents are kept up to date. The Parent/Student handbook is distributed annually. The Student/Parent/Teacher/Principal Compact is also distributed the first week of school. Parent/Teacher Conferences are twice a year as well as an Open House the first week of school. Parents can also be updated on their child’s academics through the Parent Portal. Parent Education Programs occur monthly and Hufford has the Parent/Teacher Association which has monthly meetings.

Ms. White informed the Board the demographics for Hufford are 43.3% Hispanic, 28.9% White, 5.5% Multi-Racial, and .9% Asian. The attendance rate is 94%, 73.7% Low-Income, 19.5% Chronic Truancy, 15.4% IEP, and 4.4% Limited-English Proficient.

Ms. White said her teachers work hard and have amazing results. She indicated she has been at Hufford for seven years. ISAT math score is now at 90.4 and the reading is at 70. Hufford continues to raise the bar with the powerhouse staff. The staff and PTA were introduced.

Students were recognized for “Find the Gift”, Peace Builders, and Perfect Attendance. All students selected came forward and received a handshake and certificate from the Board and Superintendent.

Ms. White thanked the parents for bringing their children and for supporting them. She is very proud of their children. She also thanked the staff and the PTA.

BOARD COMMENTS – Insp. Ulmer said her son graduated from Hufford. It is still a great school. She thanked the parents and told the staff to keep up the good work.

Insp. Kim thanked the students and staff. She said the H2O sounded great. Insp. Kim said she attended the one act play and it was enjoyable.

Insp. Guerrero thanked Ms. White for hosting the Board meeting. She congratulated the students on their awards. Insp. Guerrero noted the principal’s car is always in the parking lot. Ms. White is a dedicated principal.

Insp. Dorris congratulated the students and told them to keep up the great work. He said Ms. White was his 7th and 8th grade teacher. She was and still is his favorite teacher. He told all to keep up the good work.

Insp. Pritz congratulated the staff on the Rising Star objectives and the consistent incremental growth in the students’ scores. He told the staff they are appreciated.

President Pro-Tem Ziech said she had the opportunity to visit the school. She was impressed with the respect students show one another and how quiet the cafeteria was. It was a wonderful visit. President Pro-Tem Ziech said the parents have a lot to be thankful for. The children need their support and cannot be successful without them. President Pro-Tem Ziech congratulated the students. Hufford has an amazing faculty. And, she thanked the parents for coming this evening.

Superintendent Coleman stated if his children attended Hufford he and his wife would be pleased with the education, the genuine love, and the commitment of the staff. He told the parents they too were making a difference in their child’s life and to continue to support District 86 and Hufford. Superintendent Coleman also told the students to keep working hard.

OPPORTUNITY FOR VISITORS TO SPEAK – No one came forward.

PRINCIPAL EVALUATION OVERVIEW - Mrs. Woods-Clendening stated there were challenges faced in meeting the requirements of Performance Evaluation Reform Act (PERA). She said this applies to principals and assistant principals.

In 2012, Governor Quinn signed into law PERA. This changed how principals are to be evaluated. The new rating code includes excellent, proficient, needs improvement, and unsatisfactory. A principal evaluation is required every year. Administrators spent their summer being trained to be qualified evaluators. The modules were time consuming but all building Administrators are qualified.

Mrs. Woods-Clendening said once the module requirements were completed the instrument had to be looked at. The instrument was also based on PERA requirements. There was a timeline followed and written notice was given. The focus included student growth rubric, professional growth rubric, and how both rubrics would be used in the rating. Each principal was met with and goals were developed. There would be formal and informal evaluations. A self-assessment would also be used. A summative rating and the process to determine the rating must be completed by March 1 for principals and assistant principals. The summative rating is 60% professional practice, 10% self-assessment, and 30% student growth.

The professional practice has three required components; professional growth goals, observations, and principal's self-assessment. The three must align to the Illinois Performance Standards for School Leaders. The student growth component must provide for the use of data indicators. The District has identified two assessments; Aimsweb and Discovery Education Assessment.

Mrs. Woods-Clendening said there were six standards for school leaders and within each there are indicators. The principals must provide the evidence for the indicators they have chosen. Each standard is weighed. AYP does not have to be used in the evaluation process. Principals were met with as they developed their goals. The Principals were to determine the amount of growth their goals were to show.

Superintendent Coleman stated Principals set smart goals that were measurable. Previous years of data were looked at to determine their goals. He said it is a good process.

BOARD COMMENTS – President Pro-Tem thanked everyone for their presentations.

MOTION TO GO INTO EXECUTIVE SESSION – At 9:40 p.m., Insp. Pritz seconded by Insp. Guerrero to go into Executive Session to consider information regarding collective negotiations, pending litigation, sale of property, student discipline, and personnel matters for the appointment, employment, compensation, discipline, performance or dismissal of employees. The President Pro-Tem directed the roll be called for a vote on the motion and following members voted: Aye: Insp. Dorris, Kim, Ulmer, Guerrero, Pritz, and Ziech. Nays: None. President Pro-Tem declared the motion carried.

RECONVENE MEETING – The Board met in Executive Session until 10:13 p.m. Upon returning to open session, President Pro-Tem Ziech called the meeting to order.

CONSENT AGENDA – President Pro-Tem Ziech asked Charyll Colstock, Board Secretary to read the following: The actions items listed under the consent agenda are routine business items that will be adopted by a single motion of the Board unless a Board Member or the Superintendent requests an item be removed from the consent agenda, discussed, and voted on separately.

Superintendent Coleman presented the items on the Consent Agenda which included the following:

MINUTES – POLICY COMMITTEE MEETING-DECEMBER 5, 2012; TECHNOLOGY COMMITTEE MEETING-DECEMBER 5, 2012; DISCUSSION SESSION-DECEMBER 5, 2012; SPECIAL MEETING-DECEMBER 5, 2012; REGULAR MEETING-DECEMBER 12, 2012

REPORT NO. 140 PAYROLL, TREASURER'S REPORT AND BILLS – Superintendent Coleman informed the Board the Procurement Card Invoice amount was \$24,292.12.

A. PAYROLLS

FOR TWO WEEKS ENDING DECEMBER 7, 2012

INSTRUCTION	\$1,468,468.86
SUPPORT SERV. PUPIL	163,904.63
SUPPORT SERV. INSTR.	107,149.33
SUPPORT SERV. ADMIN.	91,775.22

SUPP. SERV. SCHOOL ADM	151,592.11
SUPPORT SERV. BUSINESS	105,629.21
SUPPORT SERV. CENTRAL	107,284.26
BUILDING SUPPORT SERVICES	163,721.37

TOTAL PAYROLL	\$2,359,524.99
EDUCATIONAL FUND	\$2,191,331.75
BUILDING FUND	163,721.37
TRANSPORTATION FUND	4,471.87

FOR TWO WEEKS ENDING JANUARY 4, 2013

(PAID DECEMBER 20, 2012)

INSTRUCTION	\$1,337,911.36
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FOR TWO WEEKS ENDING DECEMBER 21, 2012

INSTRUCTION	\$1,493,335.31
SUPPORT SERV. PUPIL	165,976.70
SUPPORT SERV. INSTR.	112,509.87
SUPPORT SERV. ADMIN.	91,026.43

SUPP. SERV. SCHOOL ADM	144,784.42
SUPPORT SERV. BUSINESS	119,801.21
SUPPORT SERV. CENTRAL	66,776.38
BUILDING SUPPORT SERVICES	167,532.60

TOTAL PAYROLL	\$2,361,742.92
EDUCATIONAL FUND	\$2,189,738.45
BUILDING FUND	167,532.60
TRANSPORTATION FUND	4,471.87

SUPPORT SERV. PUPIL	154,335.20
SUPPORT SERV. INSTR.	91,750.68
SUPPORT SERV. ADMIN.	90,597.89
SUPP. SERV. SCHOOL ADM	132,552.26
SUPPORT SERV. BUSINESS	58,230.65
SUPPORT SERV. CENTRAL	11,404.26
BUILDING SUPPORT SERVICES	158,325.34

TOTAL PAYROLL	\$2,035,107.64
EDUCATIONAL FUND	\$1,872,310.43
BUILDING FUND	158,325.34
TRANSPORTATION FUND	4,471.87

B. TREASURER'S REPORT -NOVEMBER, 2012

BEGINNING OF MONTH		DISBURSEMENT		END OF MONTH
BALANCE	RECEIPTS	S		BALANCE
EDUCATION FUND	\$17,425,569.51	\$5,285,965.91	\$7,582,385.59	\$15,129,149.83
OPER & MAINT FUND	2,585,896.77	565,226.65	778,966.17	2,372,157.25
DEBT SERVICE	3,213,725.79	96,545.45	0.00	3,310,271.24
TRANSPORTATION	3,572,438.07	201,872.69	670,342.94	3,103,967.82
IMRF/SOC. SEC.	1,275,546.70	46,137.35	255,041.88	1,066,642.17
LIFE SAFETY FUND	782,047.93	7,763.07	0.00	789,811.00
CAPITAL PROJECTS FD	8,231,959.55	94.06	450,186.42	7,781,867.19
WORKING CASH	7,996,580.09	1,105.43	0.00	7,997,685.52
TORT FUND	61,996.25	1,549.03	0.00	63,545.28
	\$45,145,760.66	\$6,206,259.64	\$9,736,923.00	\$41,615,097.30

DEPOSITORIES OF FUNDS

	INTEREST BEARING CHECKING	FIXED RATE INVESTMENTS	TOTAL
HARRIS BANK JOLIET (PAYROLL)	\$1,000,000.00		\$1,000,000.00
HARRIS BANK JOLIET (GENERAL)	3,001,494.65		3,001,494.65
ILLINOIS FUNDS	53,489.61		53,489.61
PETTY CASH	3,000.00		3,000.00
CERTIFICATES OF DEPOSIT-GENERAL		10,789,619.51	10,789,619.51
CERTIFICATES OF DEPOSIT-CONSTR.		0.00	0.00
COMMERCIAL PAPER		0.00	0.00
FEDERAL HOME LOAN BANK		0.00	0.00
FEDERAL HOME LOAN MORTGAGE		0.00	0.00
LIQUID ASSET FUND (GENERAL FD)	8,604,744.61	2,214,474.60	10,819,219.21
LIQUID ASSET FUND (GENERAL FD)-SAVINGS		0.00	0.00
LIQUID ASSET FUND (GENERAL FD)-TERM SERIES		8,500,000.00	8,500,000.00
LIQUID ASSET FUND (STATE CONSTR)	64.06	1,448,210.26	1,448,274.32
LIQUID ASSET FUND (STATE CONSTR)-TERM SERIES		6,000,000.00	6,000,000.00
LIQUID ASSET FUND (STATE CONSTR)-SAVINGS ACCT.		0.00	0.00
TOTAL FUNDS	\$12,662,792.93	\$28,952,304.37	\$41,615,097.30

C. PAYROLLS, HEALTH CLAIMS AND UTILITIES FOR DECEMBER, 2012:

EDUCATIONAL	\$7,272,210.32
OPER & MAINT	642,279.73
DEBT SERVICE	0.00
TRANSPORTATION	16,037.65
IMRF/SOC. SEC.	305,229.81
LIFE SAFETY	0.00
CAPITAL PROJECTS	0.00

\$8,235,757.51

D. RESOLUTION TO APPROVE PAYMENT OF THE JANUARY 9, 2013 BILLS AND PAYMENT OF THE BMO HARRIS BANK P-CARD

NOW THEREFORE BE IT RESOLVED by the Board of School Inspectors of Joliet Public Schools District 86, Will County, Illinois, as follows:

SECTION 1: The Board of School Inspectors for Joliet Public Schools District 86 hereby approves the payment of the January 9, 2013 bills.

SECTION 2: The Board of School Inspectors for Joliet Public Schools District 86 hereby approves payment of the BMO Harris Bank P-Card on January 22, 2013 in the amount of **\$24,292.12.**

SECTION 3: This Resolution will be in full force and effect immediately upon its passage
ADOPTED this 9th day of January 2013 by the following roll call vote.

AYES _____

NAYS _____

ABSENT _____

**JOLIET PUBLIC SCHOOLS DISTRICT 86
 BOARD OF SCHOOL INSPECTORS**

 Tonya M. Myers
 President

 Charyll M. Colstock
 Secretary.

REPORT NO. 141 PERSONNEL REPORT

<u>Certificated</u>					
A. Recommended for Employment					
Matthew DuBrow	Temporary Special Education Teacher	Eastern Illinois University	\$24,219.36	01/07/13	06/06/13
Nora McNamara	Substitute Teacher	University of Illinois	\$115.00/Day	12/19/12	
Jason Phelps	Substitute Teacher	Illinois State University	\$115.00/Day	01/08/13	
B. Change in Position					
Irene Torres	Substitute Teacher to Temporary Elementary Bilingual Teacher	New York University	\$23,452.38	01/08/13	06/06/13
C. Leave					
Laurie Kreml	Elementary Teacher	Child Care Leave		09/20/13	05/30/14
D. Salary Adjustment					
Holly Dominik	B-3 to B+15-3		\$25,542.40	12/18/12	
Peter Kolinski	M-4 to M+30-4		\$28,134.08	12/18/12	
Wendy Ortelli	B+15-11 to M-11		\$31,629.34	12/14/12	
E. Resignation					
Kristin Lennert-Frederick	Elementary Teacher	Personal			12/13/12
<u>Educational Support Personnel</u>					
F. Recommended for Employment					
Brenda Contreras	Temporary Para Professional		\$14.16/Hr.	01/07/13	06/06/13
Raquel Sanchez	Substitute Clerical Aide		\$13.04/Hr.	01/07/13	
G. Change in Position					
Sheila Jones	Substitute Lunchroom/Playground Supervisor to P/T Lunchroom/Playground Supervisor		\$9.28/Hr.	01/07/13	
H. Salary Adjustment					
Brenda Severado	60-90 Hours to Associates Degree		\$15.64/Hr.	01/08/13	

I. Resignations				
Nicole Guardiola	P/T Lunchroom/Playground Supervisor	Another Position		12/17/12
J. Termination				
#2745	P/T Lunchroom/Playground Supervisor	Job Abandonment		01/10/13
#1878	Special Education Paraprofessional	Job Abandonment/Failure to Return to Work		01/10/13

REPORT NO. 142 A RESOLUTION FOR THE APPROVAL OF TREASURER'S INVESTMENTS

PREAMBLE

WHEREAS, the investment transactions of the Treasurer described below are being submitted for approval.

NOW THEREFORE BE IT RESOLVED by the Board of School Inspectors of Joliet Public Schools District 86, Will County, Illinois, as follows:

SECTION 1: The following investments are hereby approved:

Date	Amount	Rate	Securities Purchased	Purchased From	Maturity
11/21/12	249,058.85	0.352%	Certificate of Deposit	PMA	05/21/13
11/30/12	249,245.83	0.351%	Certificate of Deposit	PMA	05/30/13

SECTION 2: The preamble of this Resolution is hereby adopted as if fully set forth herein.

SECTION 3: This Resolution will be in full force and effective immediately upon its passage.

ADOPTED this 9th day of January 2013 by the following roll call vote.

AYES _____
 NAYS _____
 ABSENT _____

**JOLIET PUBLIC SCHOOLS DISTRICT 86
BOARD OF SCHOOL INSPECTORS**

 Tonya M. Myers
 President

 Charyll M. Colstock
 Secretary

REPORT NO. 143 AUTHORIZATION FOR PREPARATION OF THE 2013-2014 TENTATIVE BUDGET

PREAMBLE

WHEREAS, the Illinois School Code provides in Section 17-1 (105 ILCS 5/17-1) that the budget shall be prepared in tentative form by some person or persons designated by the Board.

WHEREAS, July 1, 2013, through June 30, 2014, is hereby established as the fiscal year.

NOW THEREFORE BE IT RESOLVED by the Board of School Inspectors of Joliet Public Schools District 86, Will County, Illinois, as follows:

SECTION 1: That Charles E. Coleman, or his designee, be and is hereby appointed to prepare a tentative budget for said school district for the fiscal year beginning July 1, 2013, and ending June 30, 2014, which tentative budget shall be filed with the Secretary of this Board of School Inspectors.

SECTION 2: The preamble of this Resolution is hereby adopted as if fully set forth herein.

SECTION 3: This Resolution will be in full force and effect immediately upon its passage.

ADOPTED this 9th day of January 2013 by the following roll call vote.

AYES _____
 NAYS _____
 ABSENT _____

**JOLIET PUBLIC SCHOOLS DISTRICT 86
BOARD OF SCHOOL INSPECTORS**

Tonya M. Myers
President

Charyll M. Colstock
Secretary

REPORT NO. 144 A RESOLUTION TO APPROVE THE MINUTES OF EXECUTIVE SESSIONS

PREAMBLE

WHEREAS, on January 9, 2013 the Board of School Inspectors reviewed the minutes of the Executive Sessions held December 5, 2012 and December 12, 2012; and

WHEREAS, the Board has determined that there is a need for confidentiality.

NOW THEREFORE BE IT RESOLVED by the Board of School Inspectors of Joliet Public Schools District 86, Will County, Illinois, as follows:

SECTION 1: That the minutes of the Executive Sessions be approved and remain confidential.

SECTION 2: The Preamble of this Resolution is hereby adopted as if fully set forth herein.

SECTION 3: This Resolution will be in full force and effect immediately upon its passage.

ADOPTED this 9th day of January 2013 by the following roll call vote.

AYES _____
NAYS _____
ABSENT _____

**JOLIET PUBLIC SCHOOLS DISTRICT 86
BOARD OF SCHOOL INSPECTORS**

Tonya M. Myers
President

Charyll M. Colstock
Secretary

**REPORT NO. 145 A RESOLUTION AUTHORIZING THE DESTRUCTION OF
EXECUTIVE SESSION AUDIO RECORDINGS**

PREAMBLE

WHEREAS, the Board of School Inspectors for Joliet Public Schools District 86 is a public body as defined by the Illinois Open Meetings Act; and,

WHEREAS, pursuant to said Act, the Board of School Inspectors keeps a verbatim record of their closed meetings in the form of an audio recording; and,

WHEREAS, Section 2.06 (c) of the Illinois Open Meetings Act provides that the verbatim record may be destroyed without notification to or the approval of a Records Commission or the State Archivist under the Local Records Act or the State Records Act no less than eighteen (18) months after the completion of the meeting recorded.

NOW THEREFORE BE IT RESOLVED by the Board of School Inspectors of Joliet Public Schools District 86, Will County, Illinois, as follows:

SECTION 1: The Board of School Inspectors for Joliet Public Schools District 86 has previously approved the written minutes of the closed session meetings held June 1, 2011 and June 8, 2011.

SECTION 2: The Board of School Inspectors for Joliet Public Schools District 86 hereby approves the destruction of the verbatim record in the form of an audio recording of its closed session meetings held June 1, 2011 and June 8, 2011.

SECTION 3: The Preamble of this Resolution is hereby adopted as if fully set forth herein.

SECTION 4: This Resolution will be in full force and effect immediately upon its passage.

ADOPTED this 9th day of January 2013 by the following roll call vote.

AYES _____
NAYS _____
ABSENT _____

JOLIET PUBLIC SCHOOLS DISTRICT 86

BOARD OF SCHOOL INSPECTORS

Tonya M. Myers
President

Charyll M. Colstock
Secretary

REPORT NO. 146 RESOLUTION TO APPROVE THE SCHOOL INDICATOR REPORTS (COMPREHENSIVE PLAN REPORT) AND THE SCHOOL IMPROVEMENT PLAN REPORTS

– Mrs. Gavin explained the State reports were connected to Rising Star. Each school had to do the same report. She said this was the new process with the School Improvement Plan of the State.

PREAMBLE

WHEREAS, the Board of School Inspectors is required to approve the Rising Star – School Indicator Reports (Comprehensive Plan Report) and the School Improvement Plan Reports; and,

WHEREAS, pursuant to the reporting required, the schools in District 86 has selected objectives and tasks that support the school improvement process, has established objectives related to AYP

WHEREAS, the schools are required to file a certification with the Illinois State Board assuring that said reports and plans are true and correct and have been approved by the Board of School Inspectors.

NOW THEREFORE BE IT RESOLVED by the Board of School Inspectors of the Joliet Public Schools District 86, Will County, Illinois, as follows:

SECTION 1: The Board of School Inspectors of Joliet Public Schools District 86, Will County, Illinois, hereby approves the Rising Star – School Indicator Reports (Comprehensive Plan Report) and the School Improvement Plan Reports for the following schools: Culbertson, Cunningham, Eisenhower, Farragut, Forest Park, Jefferson, Keith Marshall, Pershing Sanchez, Sandburg, Singleton, Taft, Thigpen, Woodland, Dirksen, Gompers, Hufford and Washington.

SECTION 2: The Superintendent or his designee is hereby authorized and directed to file the required certification regarding said reports with the Illinois State Board of Education.

SECTION 3: The Preamble of this Resolution is hereby adopted as if fully set forth herein.

SECTION 4: This Resolution shall take effect immediately upon its passage.

ADOPTED this 9th day of January 2013 by the following roll call vote.

AYES _____
NAYS _____
ABSENT _____

**JOLIET PUBLIC SCHOOLS DISTRICT 86
BOARD OF SCHOOL INSPECTORS**

Tonya M. Myers
President

Charyll M. Colstock
Secretary

REPORT NO. 147 RESOLUTION ADOPTING A LEASE AGREEMENT WITH CANNON BUSINESS SOLUTIONS FOR THE LEASE OF A HIGH USAGE COPY SYSTEM

PREAMBLE

WHEREAS, the Board of School Inspectors of Joliet School District No. 86, Will County, Illinois (“Board of School Inspectors”) has determined that it is in the best interest of the District to lease a high usage copy system and to take advantage of special pricing that is guaranteed only if the lease is entered into prior to the end of the calendar year 2012; and,

WHEREAS, the Board of School Inspectors has determined that this lease agreement will save the District money over the prior lease agreement; and,

WHEREAS, Section 5/10-22.25a of the School Code (105 ILCS 5/10-22.25a) permits a school district to lease personal property under a lease agreement, not to exceed five years; and,

WHEREAS, pursuant to Section 10-20.21 (105 ILCS 5/10-20.21) of the School Code, the lease or purchase of copying equipment is not required to be bid; and,

WHEREAS, the District has negotiated a five year lease agreement with Cannon Business Solutions for lease of high usage copy system and for the trade in of a prior leased high usage copy system.

NOW THEREFORE BE IT RESOLVED by the Board of School Inspectors of Joliet Public Schools District 86, Will County, Illinois, as follows:

SECTION 1: The five year lease agreement with Cannon Business Solutions for the lease of a high usage copy system, pursuant to the Lease Agreement which is attached hereto and made a part hereof, is hereby adopted effective as of December 13, 2012.

SECTION 2: The Superintendent or his designee is hereby authorized and directed to execute said lease agreement.

SECTION 3: The Preamble of this Resolution is hereby adopted as if fully set forth herein.

SECTION 4: This Resolution shall take effect immediately upon its passage.

ADOPTED this 9th day of January 2013 by the following roll call vote.

AYES _____
NAYS _____
ABSENT _____

**JOLIET PUBLIC SCHOOLS DISTRICT 86
BOARD OF SCHOOL INSPECTORS**

Tonya M. Myers
President

Charyll M. Colstock
Secretary



CANON BUSINESS SOLUTIONS

Canon Business Solutions, Inc. ("CBS")
4 Ohio Drive, Lake Success, NY 11042
(800)-613-2228

UNIFIED LEASE AGREEMENT

#ULS S0140167

Salesperson: Michael J. Kushner

Order Date: 12/13/2012

Customer ("You"): Customer Account JOLIET PUBLIC SCHOOL DIST		Organization Information	
Company Legal Name JOLIET PUBLIC SCHOOL DIST 86		Federal Tax Identification Number (TIN) 36-6005628	
Doing Business As		Jurisdiction of Organization IL	Organization Identification Number
Billing Address 420 N RAYNOR AVE		<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Non-Profit Corporation <input type="checkbox"/> Sole Proprietorship If selected, complete Date of Birth _____	
City JOLIET	County WILL	<input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Limited Liability Partnership <input checked="" type="checkbox"/> State or Local Government	
State IL	Zip 60435-6065	Phone 815.740.3196	
Contact E. Wesley Russell	Fax	Chief Executive Office and address for notices	
E-Mail ewrussell@joliel 86.org		Address	
Lease Information		City State Zip	
Lease Term 60 Months	Payment \$ 6,224.00 (Plus applicable taxes)	Last Two/Security Amount Last 2 Payments Security Deposit TOTAL DUE AT SIGNING \$ _____ + \$ _____ = \$ _____	
Payment Frequency <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly	End of Lease Term Purchase Option <input checked="" type="checkbox"/> Fair Market Value <input type="checkbox"/> \$1.00 Buyout <input type="checkbox"/> Other _____ (estimated)		
Equipment Description: See Schedule A			
Maintenance	Select 1 option: <input checked="" type="checkbox"/> Included for all Equipment	<input type="checkbox"/> Included, except for Equipment excluded on Schedule A	<input type="checkbox"/> Declined <input type="checkbox"/> Under separate agreement
Excess Per Image Charge Billing Cycle <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input checked="" type="checkbox"/> Other Annually	Consumables Inclusive <input checked="" type="checkbox"/> Toner (excludes Clear toner) <input type="checkbox"/> Other _____		Coverage Plan <input checked="" type="checkbox"/> Per Unit <input type="checkbox"/> Fleet
	PO Required <input checked="" type="checkbox"/> Yes PO# _____ <input type="checkbox"/> No		Charges See Schedule A
Personal Guaranty			
<p>The undersigned (whether one or more are specified, "Guarantor(s)"), in consideration of CANON BUSINESS SOLUTIONS, INC. ("CBS") entering into a unified lease agreement (together with any schedules or supplements thereto, the "Agreement") with the customer identified above ("Customer"), irrevocably and unconditionally, jointly and severally, guarantee to Lessor (as defined in the Agreement) and its successors and assigns the payment when due of all amounts owed under the Agreement (whether at maturity or upon the occurrence of an event of default or otherwise) and the performance by Customer of all promises, obligations and terms of the Agreement and any other financial transaction between Customer and Lessor (or CBS as assigned to Lessor) (collectively, the "Liabilities"). If Customer shall fail to pay or perform all or any part of the Liabilities when due, Guarantors agree, upon demand, to pay any amounts that may be due from Customer and to take any action required of Customer under the Agreement. Guarantors agree that this is an absolute and continuing guaranty and that their liability under this Guaranty is primary and will not be affected by any settlement, extension, renewal or modification of the Agreement or any discharge or release of Customer's obligations, whether or not by operation of law.</p> <p>If any payment applied by Lessor to the Liabilities is thereafter set aside, recovered or required to be returned for any reason (including without limitation the bankruptcy, insolvency or reorganization of Customer or any other person), the Liabilities to which such payment was applied shall for the purposes of this Guaranty be deemed to have continued in existence, notwithstanding such application, and this Guaranty shall be enforceable as to such Liabilities as fully as if such application had never been made. This Guaranty may be terminated only upon 60 days' prior written notice to CBS and Lessor, and such termination shall be effective only as to Liabilities arising under schedules, supplements, or agreements entered into after the effective date of termination and shall not affect Lessor's rights under this Guaranty arising out of the Agreement or other agreements entered into prior to such date. Guarantors waive all damages, demands, presentments and notices of every kind and nature, any rights of set-off, and any defenses available to a surety or guarantor under applicable law (other than the defense of payment and performance in full). Guarantors further waive any (i) notice of the incurring of indebtedness by Customer and the acceptance of this Guaranty, (ii) right to require suit against Customer or any other party before enforcing this Guaranty and (iii) right of subrogation to Lessor's rights against Customer until the Liabilities have been paid and performed in full. Guarantors consent and agree that any (a) renewals and extensions of time of payment, (b) release, substitution or compromise of or realization upon the Equipment (as defined in the Agreement), other guarantors or any collateral security and (c) exercise of any other right under this or any other agreement between Customer and Lessor (or CBS as assigned to Lessor) or any third party may be made, granted and effected by Lessor without notice to Guarantors and without in any manner affecting Guarantors' liability under this Guaranty.</p> <p>Guarantors agree to pay all expenses (including attorneys' fees and legal expenses) paid or incurred by Lessor in endeavoring to collect the Liabilities or any part thereof and in enforcing this Guaranty. THIS GUARANTY SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY. GUARANTORS CONSENT TO THE EXCLUSIVE JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT LOCATED WITHIN CAMDEN OR BURLINGTON COUNTY, NEW JERSEY, OR AT LESSOR'S OPTION IN ANY STATE WHERE ANY GUARANTOR, CUSTOMER OR THE EQUIPMENT IS LOCATED. EACH GUARANTOR WAIVES OBJECTIONS TO VENUE AND CONVENIENCE OF FORUM. EACH OF THE GUARANTORS, BY THEIR EXECUTION AND DELIVERY HEREOF, AND CBS AND LESSOR, BY THEIR ACCEPTANCE HEREOF, HEREBY WAIVES ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS.</p> <p>Guarantors agree that CBS and Lessor may accept a facsimile or other electronic transmission of this Guaranty as an original, and that facsimile or other electronically transmitted copies of Guarantors' signatures will be treated as an original for all purposes.</p>			
Printed Name: _____		Signature: _____ (no title) Date: _____	
Address: _____		Phone: _____	
Printed Name: _____		Signature: _____ (no title) Date: _____	
Address: _____		Phone: _____	
<p>BY YOUR SIGNATURE BELOW, YOU AGREE TO LEASE THE ITEMS LISTED ON SCHEDULE A OR IN ANY ADDENDUM(S) TO THIS AGREEMENT. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT, INCLUDING THE GENERAL TERMS AND CONDITIONS, WHICH ARE INCORPORATED HEREIN BY REFERENCE. The undersigned and CBS have each caused this Agreement to be executed as of the date first written below.</p>			
Customer's Authorized Signature: <i>E. Wesley Russell</i>		Date: 12-13-12	
Printed Name: E. Wesley Russell		Title: Asst. Supt. for Business	
CBS Authorized Signature: _____		Date: _____	
Printed Name: _____		Title: _____	

1. LEASE OF EQUIPMENT AND SOFTWARE

1.1 Listed Items; Commencement of Lease; Lessor. CBS shall supply, for lease by you as provided below, and you shall lease the units of equipment ("Equipment") and licenses of software with third party support contracts, if applicable ("Listed Software"), and together with the Equipment and all replacements and additions thereto, ("Listed Items") indicated on Schedule A. The initial lessor is Canon Financial Services, Inc. (together with any future assignees of its rights as lessor, "Lessor"). You shall keep the Listed Items at the Ship To location, not move them to another location without the prior written consent of Lessor (defined below), and keep them free and clear of all liens and encumbrances. The term of the lease shall commence on the date the Listed Items are accepted by you ("Lease Commencement Date") and shall continue for an initial term of the number of months specified on page 1 (together with any renewal periods, "Lease Term"). Your execution of an acceptance certificate provided by CBS shall conclusively establish that the Listed Items have been delivered to and irrevocably accepted by you. If you have not, within 10 days after delivery of Equipment, delivered to Lessor written notice of non-acceptance of any Equipment, specifying the reasons and referencing this Agreement, you shall be deemed to have irrevocably accepted the Equipment. After acceptance, you shall have no right to cancel this Agreement or return the Listed Items prior to the end of the Lease Term for any reason whatsoever, including termination of any maintenance services that may be provided by CBS under this or any separate agreement. Title to all Listed Items shall be transferred by CBS to Lessor. CBS shall assign to Lessor all of its rights (but none of its obligations) with respect to the Listed Items, including the right to receive all Payments. Lessor does not and shall not assume any obligations under this Agreement. CBS shall remain solely liable for the performance of all maintenance, service, and warranty obligations described in this Agreement.

1.2 Payments and Costs. You shall pay to Lessor each billing period the fixed base and, if applicable, the per image charges and all other amounts, as listed and specified on page 1 and Schedule A and such other amounts permitted in this Agreement as invoiced by Lessor (collectively, "Payments"; per image charges are the "Usage Payments", and all other Payments are the "Fixed Payments"). The Usage Payments are subject to an annual increase of up to 10% (as determined by CBS in its sole discretion) on each anniversary of the Lease Commencement Date. Fixed Payments are fixed for the initial term. Prepaid charges shall not be refundable except as provided in Paragraph 2.1(a). Invoices shall be due and payable upon receipt. All Payments will be applied in such order as Lessor, in its discretion, may determine. This lease is a net lease. Fixed Payments shall be made without set-off or deduction, even if the Listed Items malfunction and irrespective of any non-performance by CBS of its maintenance obligations. You authorize Lessor to adjust the Fixed Payments and the Other End of Term Purchase Option (if specified on page 1) amount by up to 15% if the actual costs exceed CBS' estimates on which such amounts were based. You shall pay a \$65 documentation fee and any applicable taxes, expenses, charges and fees imposed with respect to the Listed Items, the Payments or your performance or non-performance under this Agreement, and you shall reimburse Lessor for the same plus processing fees (collectively, "Costs"). Lessor may apply any Security Deposit to any amount in default, and you shall promptly restore any such amounts applied. Security Deposits (which shall not earn interest unless required by law) shall not be refunded to you until all your obligations are discharged in full. If any Payments are late, you shall pay (a) the actual and reasonable costs and expenses of collection, including attorneys' fees, whether or not suit is brought, (b) a late charge equal to the higher of 10% of the amount due or \$10, as reasonable liquidated damages, and (c) if Lessor should bring court action, you agree that attorney fees equal to 25% of the amount sought shall be deemed reasonable, in each case not to exceed the maximum amount permitted by law.

1.3 Purchase Options; Return. (a) **END OF TERM PURCHASE OPTION.** To elect this option, you shall give Lessor not less than 60 and not more than 120 days prior irrevocable written notice (unless the End of Lease Term Purchase Option price is \$1.00, as specified on page 1) that you will purchase, upon the expiration of the Lease Term, all the Listed Items at the End of Term Purchase Option price plus any Costs. (b) **PRIOR TO MATURITY PURCHASE.** You may, at any time, upon not less than 60 and not more than 120 days prior irrevocable written notice, purchase all the Listed Items at a price equal to the sum of all remaining [Payments] plus the Fair Market Value plus Costs. Fair Market Value shall be Lessor's retail price at the time you notify Lessor of your intent to purchase the Listed Items, but not less than 20% of the total cost of the Listed Items. (c) Listed Item purchases shall not be permitted if a default is continuing. Listed Item purchases shall be "AS-IS WHERE-IS" without warranty, except for title; purchases of licenses of Listed Software are subject to the terms thereof. (d) Unless this Agreement contains a \$1.00 purchase option, this Agreement shall automatically renew on a month to month basis at the same Payment amount (subject to increase of Usage Payments) and frequency unless you, at least 60 and not more than 120 days before the end of the Lease Term, send to Lessor written notice (the "End of Term Notice") that you either (i) are exercising the purchase option in accordance with the terms hereof, or (ii) do not want to renew this Agreement, and at the end of the Lease Term shall return the Equipment as provided below. Lessor may cancel any automatic renewal by, at least 60 and not more than 120 days before the end of the Lease Term, sending you written notice that Lessor does not want this Agreement to renew. Unless this Agreement automatically renews or you purchase the Equipment as provided in this Agreement, you shall, at the termination of the Lease Term, return the Equipment at your sole cost and expense in good operating condition, ordinary wear and tear resulting from proper use excepted, to a location specified by Lessor. If for any reason you fail to return any Equipment to Lessor as provided in this Agreement by the last day of such Lease Term, you shall pay to Lessor upon demand one billing period's Payment for each billing period or portion thereof that such delivery is delayed. If you fail to provide the required End of Term Notice at least 60 and not more than 120 days before the end of the Lease Term and return the Equipment at the end of the Lease Term, you shall pay to Lessor upon demand two billing period's Payments, which will satisfy the 60-120 day notice period referenced above.

2. MAINTENANCE. YOU SHALL RECEIVE THE MAINTENANCE DESCRIBED IN THIS PARAGRAPH 2 ("Maintenance") ONLY IF YOU HAVE ACCEPTED MAINTENANCE ON PAGE 1. Such services are subject to the exclusions hereinafter described. Maintenance provided to you under separate agreement between CBS and you shall be governed solely by the provisions thereof.

2.1 Covered Service. (a) CBS shall provide all routine preventive maintenance and emergency service necessary to keep the Equipment in good working order in accordance with this Agreement and CBS' normal practice. Such service shall be performed between 8:30 A.M. and 5:00 P.M. Monday through Friday, except holidays. (b) You shall afford CBS reasonable access to the Equipment to perform on site service. CBS may terminate its maintenance obligations as to any Equipment if you relocate it to a site outside CBS' service coverage area. If, in CBS' opinion, any Equipment cannot be maintained in good working order through CBS' routine maintenance services, CBS may, at its option, (i) substitute comparable Equipment or (ii) cancel any balance of the term of its maintenance obligations as to such Equipment and refund the unearned portion of any prepaid Usage Payments. Parts or Equipment replaced or removed by CBS in connection with Maintenance shall become the property of Lessor and you disclaim any interest in them. (c) CBS shall make available to you at prevailing prices such upgrades and bug fixes for the Listed Software as are provided to CBS by the suppliers thereof. CBS shall also use reasonable efforts to provide Level 1 support on the Listed Software. Level 1 support consists of providing help line telephone assistance in operating the Listed Software and identifying service problems, facilitating contact between you and the Listed Software suppliers to rectify such problems and maintaining a log to assist in tracking such problems. CBS is not the developer of any of the Listed Software or other software and other than the foregoing, CBS support for Listed Software is not provided under this Agreement. Support from the Listed Software developers may be included within the price for the license of application software programs or may be available under separately priced support contracts, and in either such case support will be provided from the Listed Software suppliers subject to the terms and conditions for support service.

2.2 Maintenance Term and Charges. (a) Maintenance shall start on the Lease Commencement Date and shall continue for the Lease Term. (b) Consumables inclusive Maintenance includes replenishment of toner only (and other consumables, but only if specified on page 1). Toner is supplied for exclusive use with the Equipment. CBS may terminate the Maintenance if you use consumables in a different manner. If your toner usage exceeds by more than 10% the published manufacturer specifications for conventional office image coverage, CBS may invoice you for such excess usage. You may purchase additional toner from CBS if required. You shall bear all risk of loss, theft or damage to unused consumables, which shall remain CBS' property and shall be returned promptly upon termination of this Agreement or Maintenance. (c) If you selected the Fleet Coverage Plan on page 1, the Covered Images Included shall apply to the fleet of Equipment covered by this Agreement, irrespective of the usage of individual units of Equipment in the fleet. (d) Unless otherwise indicated on Schedule A, you authorize CBS to use the imageWARE Remote feature of the Equipment to receive software updates and transmit use and service data accumulated by the Equipment over your network by means of an HTTPS protocol and to store, analyze and use such data for purposes related to servicing the Equipment and product improvement. This feature is not capable of sending or receiving image data. (e) You shall provide meter readings to CBS in accordance with the Meter Read Method selected. If you selected CBS eManage website, you shall complete CBS' registration process governing access to and use of such website. CBS may change your meter read options from time to time upon 60 days' notice. If CBS does not receive timely meter readings from you, you shall pay invoices that reflect CBS' estimates of meter readings. CBS may verify the accuracy of any meter readings from time to time and invoice you for any shortfall in the next invoice. (f) You agree that CBS may suspend performance of Maintenance if and so long as any Payments are overdue, and that any such suspension shall not in and of itself be deemed a termination of this Agreement.

2.3 Non-Covered Service. The following services are not included within Maintenance and shall be invoiced in accordance with CBS' then current labor, parts and supply charges: (a) replacement of any consumables, including, without limitation, paper, toner, ink, waste containers, fuser oil or staples (except for toner inclusive service to the extent provided in Paragraph 2.2(b)), other media, print heads and puncher dies; (b) repairs necessitated by factors other than normal use including, without limitation, any willful act, negligence, abuse or misuse of the Equipment; the use of parts, supplies or software not supplied by CBS; service performed by anyone other than CBS; accident; use of Equipment with non-compatible hardware or software components; electrical power malfunction or heating, cooling or humidity ambient conditions; (c) de-installation, re-installation, or relocation of Equipment (other than by CBS); (d) repairs to or realignment of Equipment and related training necessitated by changes made to your system configuration or network environment; (e) work requested to be performed outside of CBS' regular business hours; and (f) repair of any network/system connection devices, except when listed on page 1. If you have NOT selected Maintenance on page 1, any of the maintenance services described in Paragraph 2.1 above shall be available only upon your request, either under separate agreement with CBS or invoiced in accordance with CBS' then current labor, parts and supply charges. Installation of certain Listed Software may also require a separate agreement between you and CBS setting forth the scope of work, your responsibilities in connection with such installation, and other terms and conditions as required by CBS. Such separate agreement(s) shall solely govern, and this Agreement shall not apply to, the services described therein.

3. CBS CUSTOMER SATISFACTION POLICY. CBS will, at your written request, replace any new Canon brand Equipment installed under this Agreement with a like unit if CBS has determined, after a reasonable opportunity to cure, that the Equipment is not repairable to the expected standard of performance. If a replacement unit is provided, the lease hereunder of the replaced unit shall be deemed terminated and the replacement unit shall be deemed a "Listed Item" for the lease and all other purposes of this Agreement. This policy shall apply only if you are not in default of this Agreement and Maintenance under this Agreement has not been canceled or terminated.

4. DATA. You acknowledge that the hard drive on the Equipment may retain images, content or other data during normal operation of the Equipment ("Data") and that exposure or access to the Data by CBS or Lessor, if any, is purely incidental to the services performed by CBS. Neither CBS nor Lessor nor any of their affiliates has an obligation to erase or overwrite Data upon your return of the Equipment to CBS, Lessor or any leasing company. You are solely responsible for: (i) your compliance with applicable law and legal requirements pertaining to data privacy, security, retention and protection; and (ii) all decisions related to erasing or overwriting Data. Without limiting the foregoing, you should, prior to return or other disposition of the Equipment, utilize the Hard Disk Drive (HDD) (or comparable) formatting function (which may be referred to as "Initialized All

Data/Settings function) found on the Equipment to perform a one pass overwrite of Data or, if you have higher security requirements, you may purchase from CBS at current rates an available option for the Equipment, which may include (a) an HDD Data Encryption Kit option which disposes information before it is written to the hard drive using encryption algorithms, (b) an HDD Data Erase Kit that can perform up to a 3-pass overwrite of Data or (c) a replacement hard drive (in which case you should properly destroy the replaced hard drive). You shall indemnify Lessor, CBS, their subsidiaries, directors, officers, employees and agents for and hold such parties harmless from any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) arising or related to the storage, transmission or destruction of the Data. The terms of this section shall solely govern as to Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between you and CBS or Lessor applies, or could be construed to apply, to Data.

5. LIMITED WARRANTY; EXCLUSIONS & LIMITATIONS; INDEMNIFICATION

5.1 Limited Warranty. Equipment is warranted only as provided in the manufacturer's warranty provided with the Equipment (for CANON brand Equipment, the manufacturer's warranty is provided by Canon U.S.A., Inc.). End user warranties, if any, for Listed Software are provided solely by the developers or suppliers of the Listed Software. So long as you are not in breach or default of this Agreement, Lessor assigns to you, solely for the purpose of making and prosecuting any such claim, the rights, if any, which Lessor may have under all manufacturer's, developer's or supplier's warranties for the Listed Items.

5.2 Disclaimer of Warranties. LESSOR IS NOT A MANUFACTURER, DEALER, OR SUPPLIER OF THE LISTED ITEMS. AS BETWEEN YOU AND LESSOR, THE LISTED ITEMS ARE LEASED AS IS AND ARE OF A SIZE, DESIGN, AND CAPACITY SELECTED BY YOU. LESSOR HAS MADE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LISTED ITEMS. The warranties, if any, provided for any of the Listed Items are enforceable by you only against the Canon company or third party making such warranties, not against any Lessor. CBS is not an agent or representative of Lessor and is not authorized to waive or alter any of Lessor's rights or make any representation for Lessor about the Listed Items, except to the extent set forth in this Agreement. EACH OF CBS AND LESSOR EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE USE OR PERFORMANCE OF THE LISTED ITEMS OR CBS SERVICES. THE FURNISHING OF MAINTENANCE UNDER THIS AGREEMENT DOES NOT ASSURE UNINTERRUPTED OPERATION OR USE OF ANY OF THE LISTED ITEMS.

5.3 Limitation of Liability. NEITHER CBS NOR LESSOR SHALL BE LIABLE FOR INJURY OR DAMAGE EXCEPT TO THE EXTENT CAUSED BY SUCH PARTY'S NEGLIGENCE OR WILLFUL MISCONDUCT. NEITHER CBS NOR LESSOR SHALL BE LIABLE FOR EXPENDITURES FOR SUBSTITUTE EQUIPMENT OR SERVICES, LOSS OF REVENUE OR PROFIT, LOSS OR CORRUPTION OF DATA, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, STORAGE CHARGES OR OTHER INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE LISTED ITEMS OR CBS SERVICES UNDER THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED AND EVEN IF CBS OR LESSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5.4 Indemnification. You shall reimburse Lessor for and defend Lessor against any claim for losses or injury caused by the Listed Items, before and after the Lease Term ends.

6. ADDITIONAL LEASE REQUIREMENTS

6.1 Warranty of Business Purpose; Maintenance. You warrant that the Listed Items will not be used for personal, family or household purposes. If at any time for any reason whatsoever CBS maintenance obligations have terminated, at your sole expense you shall keep the Equipment in good working order and supply and install replacement parts and accessories when required to maintain the Equipment. Any such replacements shall be the property of Lessor and shall be deemed Equipment.

6.2 Risk of loss; Insurance. Effective upon delivery to you, you shall bear the entire risk of any loss or theft of or damage to the Equipment (Loss). You shall maintain, at your expense, (a) property insurance for the full replacement value of the Equipment and (b) comprehensive public liability and property damage insurance. All such insurance shall provide for a deductible not exceeding \$5,000 and be in form and amount and with companies satisfactory to Lessor. Each insurer providing such insurance shall name Lessor as additional insured and loss payee and provide Lessor 30 days' prior written notice of alteration or cancellation. You shall deliver certificates or other evidence of insurance to Lessor. You appoint Lessor as your attorney-in-fact to make claim for, receive payment of, and execute and endorse documents, checks, or drafts for any Loss. If within 10 days after request you fail to deliver satisfactory evidence of such insurance to Lessor, Lessor may obtain it at your expense. Lessor shall be entitled to retain any fees earned by it in connection with any such insurance. You shall promptly (i) repair or replace any Equipment subject to a Loss or (ii) pay to Lessor the Remaining Lease Balance (defined below). No Loss shall relieve you of any obligation under this Agreement.

7. DEFAULT; REMEDIES. You shall be in default of this Agreement if: (a) you fail to make any Payments when due or perform any of your other obligations under this Agreement; (b) you fail to make payments when due of any indebtedness to Lessor; (c) you or any guarantor of your obligations ("Guarantor") cease doing business as a going concern; (d) you or any Guarantor become insolvent or make an assignment for the benefit of creditors; (e) a petition or proceeding is filed by or against you or any Guarantor under any bankruptcy or insolvency law; (f) a receiver, trustee, conservator, or liquidator is appointed for you, any Guarantor, or any of your or any Guarantor's property; (g) any statement, representation or warranty made by you or any Guarantor to CBS or Lessor is incorrect in any material respect; (h) you or any Guarantor default under any loan or credit agreement; or (i) you or any Guarantor who is a natural person die. If you are in default, you shall pay for Lessor's reasonable collection and other costs, and without limiting any of CBS' rights hereunder or under applicable law, Lessor may exercise (on behalf of itself and, as applicable, CBS) any one or all of the following remedies: (1) declare all unpaid Fixed Payments immediately due and payable, with Lessor retaining title to the Listed Items; (2) terminate any and all agreements with you; (3) without notice, demand or legal process, retake possession of the

Listed Items (and you authorize Lessor to enter upon the premises where the Listed Items may be found) and (A) retain the Listed Items and all Payments and other sums paid; (B) re-lease the Listed Items and recover from you the amount by which the Remaining Lease Balance exceeds the value attributed to the Listed Items by Lessor for purposes of calculating the payments under the new lease agreement; or (C) sell the Listed Items and recover from you the amount by which the Remaining Lease Balance exceeds the net amount received by Lessor from such sale; or (4) pursue any other remedy permitted at law or in equity. Lessor may sell the Listed Items after preparing them or not and may disclaim warranties of title and the like. If the Listed Items are not available for sale, you shall be liable for the Remaining Lease Balance and any other amounts due. The Remaining Lease Balance shall be the sum of: (i) all Fixed Payments then owed by you to Lessor; (ii) the present value of all remaining Fixed Payments for the full Lease Term; (iii) the Fair Market Value of the Listed Items; plus (iv) any applicable taxes, expenses, charges, and fees. For purposes of determining present value, Fixed Payments shall be discounted at 6% per year.

8. SECURITY; WAIVER. You authorize Lessor to file any form of financing or continuation statements and amendments thereto. THE LEASE CREATED BY THIS AGREEMENT IS INTENDED AS A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE (UCC 2A). LESSOR IS ENTITLED TO ALL BENEFITS, PRIVILEGES AND PROTECTIONS OF A LESSOR UNDER A FINANCE LEASE, AND YOU IRREVOCABLY WAIVE ANY RIGHT OF NOTICE THEREOF. YOU WAIVE YOUR RIGHTS AS A LESSEE UNDER UCC 2A SECTIONS 508-522. If the lease is determined not to be a true lease, you grant Lessor a security interest in the Listed Items. Your exact legal name, the location of your chief executive office, and your jurisdiction of organization are as set forth on page 1; if you change any of them or the corporate structure, you shall provide prior written notice to Lessor 30 days before such change. Upon request, you will deliver state-certified constituent documents to Lessor.

9. GENERAL

9.1 Choice of Law and Forum. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF NEW JERSEY. YOU CONSENT TO THE EXCLUSIVE JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT LOCATED WITHIN CAMDEN OR BURLINGTON COUNTY, NEW JERSEY, OR AT LESSOR'S OPTION IN ANY STATE WHERE YOU OR THE EQUIPMENT ARE LOCATED. YOU WAIVE OBJECTIONS TO VENUE AND CONVENIENCE OF FORUM. ANY SUIT, OTHER THAN ONE SEEKING PAYMENT OF AMOUNTS DUE, SHALL BE COMMENCED, IF AT ALL, WITHIN 1 YEAR OF THE DATE THAT THE CLAIM ACCRUES. THE PARTIES IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUIT BETWEEN THEM.

9.2 Entire Agreement; Electronic Acceptance. This Agreement shall be binding upon you when you sign it, upon CBS when CBS has installed the Equipment, and upon Lessor when you have accepted the Listed Items. All provisions of this Agreement, including Section 4, which by their nature can be construed to survive the expiration or termination of the Agreement shall survive. CBS or Lessor may insert missing or correct other information including the Listed Item description, serial number, and location; but otherwise this Agreement (together with any separate agreement entered into between you and CBS as described in Section 2.3 above) constitutes the entire agreement between the parties with respect to the subject matter hereof. Any purchase order utilized by you shall be for your administrative convenience only, and any terms therein which conflict with, vary from or supplement the provisions of this Agreement shall be deemed null and void. No representation or statement shall be binding upon Lessor or CBS as a warranty or otherwise unless it is contained in the original of this Agreement. This Agreement shall not be modified or amended except in a written amendment signed by an authorized signer of CBS and you; provided, that no such modification or amendment shall be binding on Lessor unless also signed by an authorized signer of Lessor. If a court finds any provision to be unenforceable, the remaining provisions shall remain in full force and effect. You expressly disclaim having relied upon any statement concerning the capability, condition, operation, performance or specifications of the Listed Items, except to the extent set forth in the original of this Agreement. CBS or Lessor may accept electronic images of this Agreement as originals, and electronic copies of your signature will be treated as original for all purposes.

9.3 Joint and Several Liability; Assignment. If more than one entity executes this Agreement as the Customer, your obligations shall be joint and several. YOU SHALL NOT ASSIGN OR PLEDGE THIS AGREEMENT, NOR SHALL YOU SUBLET OR LEND ANY LISTED ITEMS. Each of CBS and Lessor may pledge or assign its rights under this Agreement. If a Lessor assigns its rights, the assignee Lessor will have the same rights and benefits that the assignor Lessor had and shall not have any obligations hereunder. The rights of the assignee Lessor will not be subject to any claims, defenses, or setoffs that you may have against the assignor Lessor.

9.4 Notices. All notices required or permitted under this Agreement shall be sufficient if delivered personally, sent via facsimile or other electronic transmission, or mailed to such party at the address set forth on page 1 or at such other address as such party may designate in writing from time to time. Notices shall be effective 3 days after deposit in the U.S. mail, duly addressed, or upon delivery via personal or express delivery, facsimile or other electronic transmission. You shall send all notices regarding lease provisions to Lessor only and all notices regarding maintenance provisions to CBS only.

Address for notices to Canon Business

Solutions, Inc.:
300 Commerce Square Blvd
Burlington, NJ 08016
Attn: Customer Service Department
Phone: (800) 613-2228
Fax: (800) 220-4002
Email: customer@csolutions.canon.com

Address for notices to Canon Financial

Services, Inc.:
158 Gather Drive, Suite 200
Mount Laurel, NJ 08054
Attn: Portfolio Management Department
Phone: (800) 220-0330
Fax: (856) 813-5122
Email: canoncustomer@dfs.canon.com

9.5 USA PATRIOT Act; Credit information. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who enters into a lease. This means that when you enter into a lease, Lessor may ask for, among other things: (a) your federal tax identification number and (b) your date of birth, if you are a sole proprietor. Lessor may also ask to see identifying documents. You authorize your credit references, any credit reporting agency, or any third party (including Lessor) to collect any credit information and to release the same to Lessor, its affiliates, and their respective designees or assignees.



CANON BUSINESS SOLUTIONS
Canon Business Solutions, Inc. ("CBS")
4 Ohio Drive, Lake Success, NY 11042
(800) 613-2228

Unified Lease Agreement

Schedule A

#ULS S0140167

Page 1 of 1

Ship To Information

Delivery Address: 420 N RAYNOR AVE		Connectivity Contact: John Armstrong	
City: JOLIET	County: WILL	I/T Phone #: 815.740.3196 x281	E-Mail: jarmstrong@joliel86.org
State: IL	Phone #: 815.740.3196	Elevator: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Loading Dock: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Fax #:		Earliest Delivery Date: 12/26/2012	# of Steps: 0 Hours of Operation: 9-5
Delivery Contact: Janet Cooper		Special Instructions:	
E-Mail: jcooper@joliel86.org			

Equipment and Software ("Listed Items")

Maintenance Information

Complete the following information. If Maintenance is selected on the face page, Maintenance is automatically selected herein unless you choose the option to exclude Maintenance by checking box(es) below

Item Code	Product Description	Qty	Serial #	<input type="checkbox"/> Equipment excluded from Maintenance	Alternate Meter Read Method
6119B003	IMAGEPRESS 1125+ SET (6119b003)	1			
2884B002	SECONDARY POD DECK-C1	1			
3113B001	IMAGEPRESS SERVER J100 V1.2 (3113B001)	1			
6596A037	SEQUENCE SUITE (6596A037) (6596A037)	1			
1505V148	ACI Kit Keyboard & Mouse, 22" Flat Panel	1			
2876B002	HIGH CAPACITY STACKER-E1	1			0 00300
2885B001	STACKER DOLLY-C1	1			
2893B002	FINISHER-AF1	1			
2825B004	PRO PUNCHER-B1 W/INTEGRATION UNIT-A1	1			
3028B033	HIGH DURABILITY PLASTIC COMB 19-HOLE PUNCH LT	10			
3245B001	TAB FEEDING ATTACHMENT-E1	1			
4169B211	IMAGEWARE JDF PARSER V1.3 FOR IMAGEPRESS1100	1			
1396V751	IW PREPRESS MANAGER IMPLEMENTATION SERVICE 6	6			
1509V710	IMAGEPRESS 1110P/1125P/1135P INSTALL PAK	1			
1623V695	IN-PLANT BUSINESS TOOLS (IBT) PROGRAM SUBSCR	1			

☐ Equipment excluded from Maintenance

Covered Images Included	Start Meter	Excess per Image Charge
B & W	B & W	B & W
Color	Color	Color

Covered Images Included	Start Meter	Excess per Image Charge
B & W	B & W	B & W
Color	Color	Color

Covered Images Included	Start Meter	Excess per Image Charge
B & W	B & W	B & W
Color	Color	Color

Covered Images Included	Start Meter	Excess per Image Charge
B & W	B & W	B & W
Color	Color	Color

Covered Images Included	Start Meter	Excess per Image Charge
B & W	B & W	B & W
Color	Color	Color

Covered Images Included	Start Meter	Excess per Image Charge
B & W	B & W	B & W
Color	Color	Color

Covered Images Included	Start Meter	Excess per Image Charge
B & W	B & W	B & W
Color	Color	Color

Covered Images Included	Start Meter	Excess per Image Charge
B & W	B & W	B & W
Color	Color	Color

Covered Images Included	Start Meter	Excess per Image Charge
B & W	B & W	B & W
Color	Color	Color

Key to Meter Read Method: ImageWARE Remote unless noted above (or: W = eManage website)
Customer Initials: WJ Date: 8-13-12



Canon Financial Services, Inc. ("CFS")

14904 Collections Center Dr
Chicago, Illinois 60693

Municipal Fiscal Funding Addendum

Agreement
Number

Agreement
Date

GOVERNMENTAL ENTITY

Complete Legal Name JOLIET PUBLIC SCHOOL DISTRICT 86

("Customer")

THIS ADDENDUM WILL BE OF NO FORCE OR EFFECT IF THE CUSTOMER IS NOT A STATE OR A POLITICAL SUBDIVISION OF A STATE WITHIN THE MEANING OF SECTION 103(C) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED.

The Customer warrants that it has funds available to pay the lease payments ("Payments") payable pursuant to the lease agreement (the "Agreement") between Customer and CFS until the end of its current appropriation period and warrants that it presently intends to make Payments in each appropriation period from now until the end of the Agreement. The officer of the Customer responsible for preparation of Customer's annual budget shall request from its legislative body or funding authority funds to be paid to CFS under the Agreement. If notwithstanding the making in good faith of such request in accordance with appropriate procedures and with the exercise of reasonable care and diligence, such legislative body or funding authority does not appropriate funds to be paid to CFS for the Equipment, Customer may, upon prior written notice to CFS, effective upon the exhaustion of the funding authorized for the then current appropriation period, return the Equipment to CFS, at Customer's expense and in accordance with the Agreement, and thereupon, Customer shall be released of its obligations to make Payments to CFS due thereafter, provided: (1) the Equipment is returned to CFS as provided for in the Agreement, (2) the above described notice states the failure of the legislative body or funding authority to appropriate the necessary funds as the reason for cancellation; and (3) such notice is accompanied by payment of all amounts then due to CFS. In the event Customer returns the Equipment pursuant to the terms of this Addendum and the Agreement, CFS shall retain all sums paid by Customer. Customer's Payment obligations under this Agreement in any fiscal year shall constitute a current expense of Customer for such fiscal year, and shall not constitute indebtedness or a multiple fiscal year obligation of Customer under Customer's state constitution, state law or home rule charter. Nothing in this Agreement shall constitute a pledge by Customer of any taxes or other monies, other than as appropriated for a specific fiscal year for this Agreement and the Equipment.

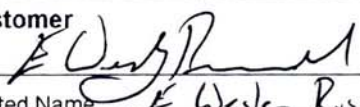
The undersigned represents and warrants to CFS that all action required to authorize the execution and delivery of this Addendum on behalf of the above referenced Governmental Entity by the following signatory has been duly taken and remains in full force and effect. CFS may accept a facsimile copy of this Addendum as an original for all purposes.

ACCEPTED

Canon Financial Services, Inc.

By _____
Title _____
Date _____

Customer

By 
Printed Name E Wesley Russell
Title Asst. Supt. For Business



CANON BUSINESS SOLUTIONS

Canon Business Solutions, Inc. ("CBS")
4 Ohio Drive, Lake Success, NY 11042
(800) 613-2228

LEASE UPGRADE, TRADE-IN, RETURN OR BUY-OUT
REIMBURSEMENT ADDENDUM TO AGREEMENT #
S0140167 (the "AGREEMENT")

Page 1 of 1

Customer ("You"):		Customer Account: 1062059
Company: JOLIET PUBLIC SCHOOL DIST 86		
Address: 420 N RAYNOR AVE		
City: JOLIET	County: WILL	
State: IL	Zip: 60435-6065	Phone #: 815 740 3196
Email: ewrussell@joliets86.org		

Buy-out Reimbursement

\$ _____ to be paid under the circumstances described in
Section 1 below.

Payable to: ☐ You ☐ Canon Financial Services, Inc.

Reason for check issuance: _____

Lease Upgrade or Buy-out Acknowledgement

If this transaction includes a lease upgrade or buy-out to be paid upon delivery and acceptance of the Equipment listed on the Agreement, select one of the following:

- ☐ Not Applicable
- ☐ You will return the equipment to the leasing company according to the terms and conditions of your lease agreement.
- ☐ CBS will return the equipment to the leasing company per Section 2 below.
- ☐ You will retain the equipment. If so, will the equipment remain under a CBS Maintenance Agreement? Yes ☐ No ☐
- ☒ CBS will pick up the equipment for Trade-In.

List the leasing company and lease number associated with any lease upgrade or buy-out

Leasing Company Name	Lease Number
CFS	001-0154119-004

Return Authorization

Please select one:

- ☐ Trade-In
Please note that any applicable trade-in credit is reflected in the periodic lease payments or purchase price as specified in the Agreement.
Equipment Condition: ☐ Good Working Condition ☐ As is condition
- ☐ Return Equipment to selected Leasing Company
☐ Canon Financial Services ☐ CIT
- ☒ Return Equipment to CBS. Original Order Date: _____

Pick-Up Information:

- ☒ Same Date as Delivery of Listed Items specified on the Agreement.
- ☐ Other Specified Date: ____ / ____ / ____
(but no longer than 30 days after delivery of Listed Items under Agreement)
- Contact Name: _____ Phone: _____
- E-Mail: _____
- Special Removal Instructions: upgrade to keep, use as trade-in

Return Code	Item Code	Description	Serial #	Meter Reading	Equipment location, if different than above	Contact Name & Phone	Email	Alt. Pick Up Date
UGTK	1810B001	IR7110	TTZ30057	50000000		Janet Cooper 815 740 3196	jcooper@joliets86.org	

Return Codes: Trade-In TRD Return to CFS R-CFS Return to CIT R-CIT Return to CBS R-CBS

You have agreed to acquire from CBS certain Listed Items pursuant to the Agreement. By your signature below, you agree to supplement the terms of the Agreement as follows:

- If Buy Out Reimbursement is selected:** The Buy-Out Reimbursement indicated above will be paid directly to the designated party by CBS upon installation and testing of the Listed Items and payment to CBS (by you or by the Leasing Company) of the purchase price for the Listed Items. The Buy-Out Reimbursement will be paid for the sole purpose of reimbursement of early termination charges or fees and associated expenses payable for (a) early termination of the lease of the Trade-in or Return Equipment or for other equipment being replaced by the Listed Items under the Agreement, (b) refinancing the lease of other equipment or (c) preparation of the site for installation of Listed Items. You acknowledge and agree that CBS' financial obligation is limited to the Buy-Out Reimbursement amount, and that you are responsible for any other obligations, including any charges which are not covered by the Buy-Out Reimbursement.
- If Trade-in Equipment or Return to Leasing Company is selected:** You hereby authorize CBS to pick up the Trade-in or Return Equipment listed above. You agree to pay CBS' removal charges if, on the date specified above, the Trade-in or Return Equipment is unavailable for pickup and removal through no fault of CBS. Trade-in Equipment shall be conveyed to CBS, and (a) you represent that CBS will receive good and marketable title to each unit of Trade-in Equipment, free and clear of any and all liens and leasehold interests, (b) you warrant that the Trade-In Equipment will be delivered to CBS (unless specified above that the trade-in is on an "As Is" basis) in good working condition, reasonable wear and tear excepted, and (c) you shall make the Trade-In Equipment available for pickup by CBS on the relevant date specified above. If you breach or fail to comply with any of the foregoing, CBS may, without limiting its other remedies under applicable law, return the Trade-In Equipment to you (at your expense both for the return and the original pickup) and rescind, or require you to refund to CBS, promptly upon receipt of CBS' invoice, the full amount of any trade-in credit reflected in the Agreement (which amount shall equal the fair market value of such Trade-In Equipment, as determined by CBS). Return Equipment shall be shipped to the Leasing Company specified above, and CBS' sole obligation is to use commercially reasonable efforts to pick-up and remove the Return Equipment and to arrange, on your behalf and at CBS' expense and risk (but only to the extent of obvious damage in transit), for the shipment of the Return Equipment to the Leasing Company.
- DATA:** You acknowledge that the hard drive on the Equipment may retain images, content or other data during normal operation of the Equipment ("Data") and that exposure or access to the Data by CBS, if any, is purely incidental to the services performed by CBS. Neither CBS nor any of their affiliates has an obligation to erase or overwrite Data upon Your return of the Equipment to CBS or any leasing company. You are solely responsible for: (i) your compliance with applicable law and legal requirements pertaining to data privacy, security, retention and protection, and (ii) all decisions related to erasing or overwriting Data. The terms of this section shall solely govern as to Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between you and CBS could be construed to apply to Data.

THIS ADDENDUM SHALL BECOME EFFECTIVE AT THE SAME TIME AS THE AGREEMENT BECOME EFFECTIVE IN ACCORDANCE WITH THE TERMS THEREOF. EXCEPT AS SUPPLEMENTED HEREBY THE AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

Customer's Authorized Signature

Printed Name E Wesley Russell
SLS-004 October 2012 CBS

Title Asst. Supt. for BusinessDate 12-13-12



CANON BUSINESS SOLUTIONS

Canon Business Solutions, Inc. ("CBS")
4 Ohio Drive, Lake Success, NY 11042
(800) 613-2228

LEASE UPGRADE, TRADE-IN, RETURN OR BUY-OUT
REIMBURSEMENT ADDENDUM TO AGREEMENT #
S0140167 (the "AGREEMENT")

Page 1 of 1

Customer ("You"):		Customer Account: 1062059
Company: JOLIET PUBLIC SCHOOL DIST 86		
Address: 420 N RAYNOR AVE		
City: JOLIET	County: WILL	
State: IL	Zip: 60435-6065	Phone #: 815 740 3196
Email: ewrussell@joliet86.org		

Buy-out Reimbursement

\$ _____ to be paid under the circumstances described in
Section 1 below

Payable to: ☐ You ☐ Canon Financial Services, Inc.

Reason for check issuance: _____

Lease Upgrade or Buy-out Acknowledgement

If this transaction includes a lease upgrade or buy-out to be paid upon delivery and acceptance of the Equipment listed on the Agreement, select one of the following

- ☐ Not Applicable
- ☐ You will return the equipment to the leasing company according to the terms and conditions of your lease agreement
- ☐ CBS will return the equipment to the leasing company per Section 2 below
- ☐ You will retain the equipment. If so, will the equipment remain under a CBS Maintenance Agreement? Yes ☐ No ☐
- ☒ CBS will pick up the equipment for Trade-In

List the leasing company and lease number associated with any lease upgrade or buy-out

Leasing Company Name	Lease Number

Return Authorization**Please select one:**

- ☒ Trade-In
Please note that any applicable trade-in credit is reflected in the periodic lease payments or purchase price as specified in the Agreement.
- Equipment Condition: ☒ Good Working Condition ☐ As is condition
- ☐ Return Equipment to selected Leasing Company
☐ Canon Financial Services ☐ CIT
- ☒ Return Equipment to CBS. Original Order Date: _____

Pick-Up Information:

- ☒ Same Date as Delivery of Listed Items specified on the Agreement.
- ☐ Other Specified Date: ____ / ____ / ____
(but no longer than 30 days after delivery of Listed Items under Agreement)

Contact Name: _____ Phone: _____

E-Mail: _____

Special Removal Instructions: _____

Return Code	Item Code	Description	Serial #	Meter Reading	Equipment location, if different than above	Contact Name & Phone	Email	Alt. Pick Up Date
TRD	1810B001	IR7110	TTZ30057	25000000		Janet Cooper 815 740 3196	jcooper@joliet86.org	

Return Codes: Trade-In TRD Return to CFS R-CFS Return to CIT R-CIT Return to CBS R-CBS

You have agreed to acquire from CBS certain Listed Items pursuant to the Agreement. By your signature below, you agree to supplement the terms of the Agreement as follows:

1. If Buy Out Reimbursement is selected: The Buy-Out Reimbursement indicated above will be paid directly to the designated party by CBS upon installation and testing of the Listed Items and payment to CBS (by you or by the Leasing Company) of the purchase price for the Listed Items. The Buy-Out Reimbursement will be paid for the sole purpose of reimbursement of early termination charges or fees and associated expenses payable for (a) early termination of the lease of the Trade-in or Return Equipment or for other equipment being replaced by the Listed Items under the Agreement, (b) refinancing the lease of other equipment or (c) preparation of the site for installation of Listed Items. You acknowledge and agree that CBS' financial obligation is limited to the Buy-Out Reimbursement amount, and that you are responsible for any other obligations, including any charges which are not covered by the Buy-Out Reimbursement.

2. If Trade-in Equipment or Return to Leasing Company is selected: You hereby authorize CBS to pick up the Trade-in or Return Equipment listed above. You agree to pay CBS' removal charges if, on the date specified above, the Trade-in or Return Equipment is unavailable for pickup and removal through no fault of CBS. Trade-in Equipment shall be conveyed to CBS, and (a) you represent that CBS will receive good and marketable title to each unit of Trade-in Equipment, free and clear of any and all liens and leasehold interests, (b) you warrant that the Trade-In Equipment will be delivered to CBS (unless specified above that the trade-in is on an "As Is" basis) in good working condition, reasonable wear and tear excepted, and (c) you shall make the Trade-In Equipment available for pickup by CBS on the relevant date specified above. If you breach or fail to comply with any of the foregoing, CBS may, without limiting its other remedies under applicable law, return the Trade-In Equipment to you (at your expense both for the return and the original pickup) and rescind, or require you to refund to CBS, promptly upon receipt of CBS' invoice, the full amount of any trade-in credit reflected in the Agreement (which amount shall equal the fair market value of such Trade-In Equipment, as determined by CBS). Return Equipment shall be shipped to the Leasing Company specified above, and CBS' sole obligation is to use commercially reasonable efforts to pick-up and remove the Return Equipment and to arrange, on your behalf and at CBS' expense and risk (but only to the extent of obvious damage in transit), for the shipment of the Return Equipment to the Leasing Company.

3. DATA. You acknowledge that the hard drive on the Equipment may retain images, content or other data during normal operation of the Equipment ("Data") and that exposure or access to the Data by CBS, if any, is purely incidental to the services performed by CBS. Neither CBS nor any of their affiliates has an obligation to erase or overwrite Data upon Your return of the Equipment to CBS or any leasing company. You are solely responsible for: (i) your compliance with applicable law and legal requirements pertaining to data privacy, security, retention and protection; and (ii) all decisions related to erasing or overwriting Data. The terms of this section shall solely govern as to Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between you and CBS could be construed to apply to Data.

THIS ADDENDUM SHALL BECOME EFFECTIVE AT THE SAME TIME AS THE AGREEMENT BECOME EFFECTIVE IN ACCORDANCE WITH THE TERMS THEREOF. EXCEPT AS SUPPLEMENTED HEREBY THE AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

Customer's Authorized Signature

Printed Name

Title

Date

SL5-004 October 2012 CBS

REPORT NO. 148 GIFTS

- A. Dear Dr. Coleman and Board of School Inspectors:
The Holly Club donated \$700 in WalMart gift cards to be given to District 86 families during this holiday season. I will work with the principals to identify the families who could benefit from this wonderful gift. Please accept this very generous donation.
Sincerely,
Sandy Zalewski
Coordinator for Communications & Development
- B. Dear Dr. Coleman and Board of School Inspectors:
I am pleased to announce that the Visitation and Aid Society of Joliet has graciously donated a Wii game system to our school to give to one of our families. The family was thrilled to receive this very generous gift. Please accept this donation.
Sincerely,
Frank Villela
Sator Sanchez Elementary School Principal
- C. Dear Dr. Coleman and Board of School Inspectors:
Senior Services Center of Will County donated three bags of hats, gloves, and scarves for students at Sator Sanchez Elementary School. The donation will be sent over to Sanchez for the children when they return from the break.
Please accept this generous donation.
Sincerely,
Sandy Zalewski
Coordinator for Communications & Development

President Pro-Tem Ziech asked if anyone wanted to remove an item from the consent agenda. There were none.

Insp. Pritz moved seconded by Insp. Kim to approve the Consent Agenda as presented and recommended. The President Pro-Tem directed the roll be called for a vote on the motion and following members voted: Aye: Insp. Dorris, Kim, Ulmer, Guerrero, Pritz, and Ziech. Nays: None. The President Pro-Tem declared the motion carried.

FOR ACTION

**REPORT NO. 149 RESOLUTION ADOPTING A SUCCESSOR COLLECTIVE
BARGAINING AGREEMENT BETWEEN THE BOARD OF SCHOOL INSPECTORS OF
JOLIET PUBLIC SCHOOLS DISTRICT 86 AND COUNCIL #86 OF THE AMERICAN
FEDERATION OF TEACHERS, LOCAL 604 (CERTIFICATED STAFF)**

PREAMBLE

WHEREAS, the Board of School Inspectors of Joliet Public Schools District 86 ("Board") and Council #86 of the American Federation of Teachers, Local 604 ("Union") are parties to an existing collective bargaining agreement relating to certificated teaching personnel; and,

WHEREAS, the Board and the Union have negotiated a successor collective bargaining agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of School Inspectors of Joliet Public Schools District No. 86, Will County, Illinois, as follows:

SECTION 1: A successor collective bargaining agreement ("Agreement") between the Board and the Union, in substantial conformance with Agreement which is attached hereto and made a part hereof, is hereby adopted, subject to final review and approval by the Board's negotiating committee and attorney.

SECTION 2: The President and Secretary are hereby authorized and directed to execute said agreement upon final approval of the Board's negotiating committee and attorney.

SECTION 3: The Preamble of this Resolution is hereby adopted as if fully set forth herein.

SECTION 4: This Resolution shall take effect immediately upon its passage.

ADOPTED this 9th day of January 2013 by the following roll call vote.

AYES _____
NAYS _____
ABSENT _____

**JOLIET PUBLIC SCHOOLS DISTRICT 86
BOARD OF SCHOOL INSPECTORS**

Tonya M. Myers
President

Charyll M. Colstock
Secretary

AGREEMENT
Between the
BOARD OF SCHOOL INSPECTORS
of
SCHOOL DISTRICT NO. 86
WILL COUNTY, ILLINOIS
and
COUNCIL # 86 OF THE AMERICAN FEDERATION
OF TEACHERS – LOCAL 604
of
SCHOOL DISTRICT NO. 86
JOLIET, ILLINOIS
2012 – 2014

Revised 12/2012

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**JPS DISTRICT 86/ AFT Local 604 Teachers
COLLECTIVE BARGAINING AGREEMENT
2012-2014**

ARTICLE I – Recognition

Section 1.1 Recognition

The Board of School Inspectors of School District No. 86, Will County Illinois (hereinafter referred to as the BOARD) recognizes Council # 86 of the American Federation of Teachers – Local 604 (hereinafter referred to as the UNION) as the sole and exclusive bargaining representative for all certificated teaching personnel, including social workers, supportive learning specialists, nurses, school psychologists, psychologist assistants, librarians, band and orchestra teachers, teachers in Title One programs, consultants, and physical therapists (hereinafter referred to as TEACHERS) on matters directly affecting wages, hours, and terms and conditions of employment. Excluded shall be the Superintendent, Assistant Superintendents, Principals, Assistant Principals, other Supervisory or Administrative Personnel, Coordinators, Directors, short term employees, and all non-certificated personnel, including the attendance officer.

Section 1.2 Agreement

Both the Board and the Union agree to abide by the provisions of this Agreement

Section 1.3 Information for Negotiations

The Board and Union agree that accurate information is important to the effective resolution of differences and the effective conduct of negotiations. It is therefore mutually agreed that both parties shall make available such reasonably available and non-privileged information, statistics, and records as may be mutually agreed to be necessary for future negotiations.

Section 1.4 Changes in Terms, Benefits, and Conditions of Employment

No changes in the terms, benefits, and conditions of employment that directly affect teachers shall be made without prior notice to and negotiation with the Union. In an emergency situation the Board may make a change to temporarily solve a problem in a manner that is consistent with the best interest of the teacher(s) and the district but long term solution of that problem shall be negotiated.

Section 1.5 Labor Management Building Meetings

On a monthly basis the Principal and his/her designees shall, at a mutually agreed time, with the appropriate Union building representative to discuss school operations and questions relating to the implementation of this Agreement. Proposed changes in existing policies and procedures shall be subjects for discussion at such meetings. Such policies adopted or maintained shall be in accordance with the terms of this Agreement. Each party shall submit written agenda items to

the other party at least five (5) days prior to the meeting. These meetings shall not constitute negotiations for the purpose of altering the Agreement. The parties may mutually agree to cancel any meeting.

Section 1.6 Labor Management Meeting

On a monthly basis, the Superintendent and his/her designees shall meet, at a mutually agreed time, with the Union Executive Committee (not to exceed 6 members), to discuss matters of educational policy and development and/or matters relating to the administration of the Agreement. Whenever possible, such meetings will take place during school hours with substitutes provided by the District and no loss of pay incurred by the teachers. Each party shall submit written agenda items to the other party at least five (5) days prior to the meeting. These meetings shall not constitute negotiations for the purpose of altering the Agreement. The parties may mutually agree to cancel any meeting.

Section 1.7 Release Time For Union Officials

The Union President, or designee, subject to administrative approval, may be allowed released time for the investigation of grievances or other appropriate activities relating to school or teacher welfare.

Under no circumstances shall representatives of the Union, at local, state, or national levels, by their actions in investigations, visitations, or study, interfere with the normal and effective operation of the schools. All such visitations shall be coordinated by proper notice to the building principal.

Section 1.8 Meetings on School Time

Whenever members of the bargaining unit are mutually scheduled by the parties to participate during working hours in conferences, meetings, or in negotiations, they will suffer no loss in pay.

Section 1.9.A Payroll Deductions of Union Dues

The Board will deduct the required amount for the payment of Union dues from the pay of each employee from whom it receives an authorization to do so. Individual payroll deduction authorizations must be filed in the Business Office, by the Union Treasurer, at least fourteen (14) days prior to the first deduction.

The dues deductions shall be made each pay day beginning with the second pay in the new school year and continuing for twenty-one (21) consecutive pay days. A list of employees with information showing amount deducted from each, as authorized, with explanatory reason if and when no deduction was made, shall be sent to the Treasurer of the Union each pay day together with payment for such deductions. Payroll deductions shall continue unless and until the authorization is withdrawn by the individual teacher by written notice, through the Union Treasurer, to the Business Office.

The Union agrees to indemnify and hold the Board harmless against any and all claims, suits, orders, or judgments brought or issued against the Board, directly or indirectly, as a result of any action taken or not taken by the Board pursuant to any written communication from the Union under the provisions of the Section 1.9.A.

Section 1.9.B Fair Share

1. All employees covered by this Agreement who are not members of the Council # 86 of the American Federation of Teachers – Local 604, commencing on the effective date of this Agreement and continuing during the term of this Agreement, and so long as they remain non-members of the Council # 86 of the American Federation of Teachers – Local 604, shall pay to the Council # 86 of the American Federation of Teachers – Local 604, each month their fair share of the costs of the services rendered by the Council # 86 of the American Federation of Teachers – Local 604, that are chargeable to non-members under state and federal law.
2. Such fair share payment by non-members shall be deducted by the Board from the earnings of the non-member employees and remitted to the Council # 86 of the American Federation of Teachers – Local 604, provided, however, that the Council # 86 of the American Federation of Teachers – Local 604, shall submit to the Board an affidavit which specifies the amount constituting said fair share not exceeding the dues uniformly required of members of the Council # 86 of the American Federation of Teachers – Local 604, and which describes the rationale and method by which the fair share was determined, including a list of the expenditures which were excluded in determining the fair share.
3. Upon receipt of said affidavit, the Board shall provide information to the Council # 86 of the American Federation of Teachers – Local 604, to assist the Council # 86 of the American Federation of Teachers – Local 604, in ascertaining the names of all employee non-members of the Council # 86 of the American Federation of Teachers – Local 604, from whose earnings the fair share payments shall be deducted and their work locations.
4. The procedures employed for the implementation of fair share and the rules for the implementation of fair share shall be those established by the Educational Labor Relations Act, (115 ILCS 5/1 *et.seq.*) and by the Illinois Educational Labor Relations Board.
5. If an ultimate decision in any proceeding hereunder directs that the amount of the fair share fee should be lower than the amount fixed by the Council # 86 of the American Federation of Teachers – Local 604, Council # 86 of the American Federation of Teachers – Local 604, shall promptly adopt and comply with said decision, notify the Board to reduce deductions from the earnings of non-members to said prescribed amount, and otherwise comply with said decision.

6. The Board shall use its best efforts to comply with the provisions of this Article, and shall not be liable for inadvertent errors, or omissions and the like in section 2, 3, and 4 above.
7. The Council # 86 of the American Federation of Teachers – Local 604, shall indemnify and hold harmless the Board, its' members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits, costs, losses and expenses or other forms of liability including, but not limited to, the cost of defense thereof and attorney's fees therewith in any manner resulting from or arising out of or connected with this Agreement or this Article or the consequences therefore or that shall arise out of or by reason of action taken by the Board for the purposes 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.

Section 1.10 Placement on Board Meeting Agenda

The Union shall have reasonable access to a place on the agenda of meetings of the Board of School Inspectors, providing that such request shall be submitted in writing not less than seven (7) school days prior to the date of the meetings, such notice to include notice of the general topic or area to be presented in reasonable substance.

Section 1.11 Union Use of Designated School Equipment

Insofar as no cost to the District is incurred, or no removal of equipment or property from the premises of the District is allowed, it is recognized that reasonable use of school computer printers, copiers, typewriters, single room amplifying systems, mail systems, or their equivalents, is desirable to enhance effective communications between staff members, such use is authorized and shall be coordinated at the direction of the appropriate building administrator. Nothing included herein shall authorize the utilization of school equipment in such a way as to impede or impair the regular operation of the schools, and first priority for equipment use shall be the needs of the instructional program.

Section 1.12 Union Bulletin Board

Each building principal shall designate bulletin board space of at least 2'x3' for the posting of Union notices and information. In such space as designated, no person other than the Union designee, shall add or remove material from such bulletin board.

Section 1.13 Board Agenda and Minutes for Union

Pursuant to the Illinois Open Meeting Act (5 ILCS 120/1 *et.seq.*), the Board agenda and approved minutes of open sessions are posted on the District's web site.

The President of the Union shall be notified as soon as possible of all special meetings of the Board.

Section 1.14 Union Meeting

Listing of Union meetings and other scheduled activities shall, upon reasonable advance request, be incorporated with and published in the Superintendent's bulletin. Additionally, for the purpose of internal communication with its members of Union meetings and other scheduled activities, the Union may use the District email system. Notice of the dates of such meetings shall be supplied to the Superintendent prior to the opening of school each year. No meetings of teachers shall be scheduled simultaneously with the regular monthly Union meeting.

Section 1.15 Printing of Agreement

The cost of printing this Agreement shall be borne equally by the Board and the Union. The Agreement will be printed in small booklet size form by either the District print room or by a Union print shop.

Section 1.16 School Day

The school day shall be 6 hours and 50 minutes in length, plus whatever additional time as is necessary to perform the duties and responsibilities of teachers. The school day for school psychologists shall be 8.5 hours plus whatever additional time as is necessary to perform the duties and responsibilities of psychologists.

Each teacher shall have the same length of lunch hour as the students, but in no case, less than 35-40 minutes for all elementary teachers.

If circumstances warrant a 35 minute lunch period, then the school day shall be 6 hours 45 minutes in length, plus whatever additional time as is necessary to perform the duties and responsibilities of teachers.

The day shall start and end at a time appropriate to the local conditions or transportation. Each teacher shall be provided with a 40 minute plan period each pupil attendance day. If meetings are scheduled during this period, prior notice will be given to the teachers, except in an emergency situation.

Principals shall not schedule mandatory meetings for all teachers in a given building more than once every two weeks (unless emergency circumstances dictate otherwise), provided that this limitation shall not be applicable during the first and last month of the school year.

In an attempt to keep the number of mandatory meetings to a minimum, whenever feasible, information for teachers will be incorporated into a written bulletin.

Every effort will be made to keep the number of additional staff meetings with directors, consultants, coordinators, and other non-building administrative personnel to a minimum.

In addition the Union shall be authorized to make brief announcements at faculty meetings and other meetings conducted with teachers, if reasonable advance notice is given to the administration.

Elementary school recess time will be handled on a school by school basis by the principal and the teaching staff.

Section 1.17 Fair Practices

1. No teacher shall be prejudiced in his/her employment because he/she has joined or failed to join any lodge, political party, religious group, employee's association, union or other lawful organization, provided no such activities interfere with the instructional program.
2. The Union agrees to fulfill its duty to fairly represent all teachers covered by this Agreement. The Union further agrees to indemnify and hold harmless the Board from any and all liability, including monetary damages, which result from any failure on the part of the Union to fulfill its duty of fair representation.
3. No claim alleging a violation of this Section for which there is another procedure or adjudication established by law or rule or regulation having the force of law shall constitute a grievance under the terms of this Agreement.

Section 1.18 School Year, School Calendar

The school year for all teachers, with the exception of school psychologists, shall consist of 177 actual pupil attendance days, although the school calendar may provide 185 or more days, of which there may be three (3) institute days. Sufficient holidays will be given to insure 177 teaching days will not be exceeded. The school year for school psychologists shall be 190 days.

In the event that the Board of Education seeks and receives a waiver to eliminate Lincoln's Birthday as a school holiday, President's Day (the third Monday of February) will be observed as a holiday.

If the Board of Education does not receive a waiver for the elimination of Lincoln's Birthday, in those years when Lincoln's Birthday does not fall on a school day (Monday through Friday) President's Day (the third Monday of February) will be observed.

Section 1.19 Institutes

Union representatives will be afforded a reasonable time on the agenda of one Teacher Institute in order to present a program provided that a request for such time is made eight (8) weeks prior to such Institute. The Union will be given a reasonable time at each Institute for the purpose of making statements or announcements relating to the Union.

Section 1.20 Professional Meetings

Absences may be approved by the Superintendent, or his/her designee, to permit teachers to attend professional meetings, if the Superintendent or his/her designee concludes such attendance contributes to the professional growth and development of the teacher. The grant,

duration, and reimbursement for the expenses for such absences shall be within the discretion of the Superintendent or his/her designee. Such absences shall be without loss of pay or reduction in personal leave.

ARTICLE II - Teacher Evaluations and Personnel File

Section 2.1 Evaluations

1. All evaluations of teachers shall only be conducted by qualified evaluators as defined by state law and state regulations.
2. All evaluations of teachers shall be conducted pursuant to state law and state regulations and the District's evaluation plan.
3. Each teacher not in contractual continued service shall be evaluated at least once every school year.
4. Each teacher in contractual continued service shall be evaluated at least once in the course of every 2 school years. However, any teacher in contractual continued service whose performance is rated as either "needs improvement" or "unsatisfactory" must be evaluated at least once in the school year following the receipt of such rating.
5. Notwithstanding anything to the contrary in this Agreement or the Evaluation Instrument, a principal shall not be prohibited from evaluating any teachers within a school during his or her first year as principal of such school.
6. Notwithstanding anything to the contrary in this Agreement or the Evaluation Instrument, any teacher may be evaluated more often than the minimum requirements.

Section 2.2 Evaluation Procedures

All evaluations shall be conducted in conformance with state law, state regulations and the District's Evaluation Plan. In the event of a conflict between the Evaluation Plan and the state law or state regulations, the provisions of state law and state regulations shall govern.

No Formal Observation or Informal Observation intended to be used to formulate a teacher's performance evaluation shall be conducted during the first five (5) days and/or last five (5) days of the school year, or during the five (5) days prior to Winter and/or Spring break unless requested by the teacher.

Section 2.3 Adverse Observations and/or Accusations by Non-school Personnel

The evaluation shall not be predicated in whole, or in part, upon adverse observation and/or accusations by non-school persons or be made part of the teacher's record unless the name(s) of such person(s) and the nature of such observations or accusations are made known to the teacher and the teacher is given a reasonable opportunity to refute the statement. If the adverse

observation is disproved and there is not justification with respect to the adverse observation or accusation, all materials concerning the issue will be removed from the teacher's record.

Section 2.4 Evaluation Plan

The evaluation plan shall be developed in cooperation with the Union. The form shall provide for a rating of each teacher's performance as "excellent", "proficient", "needs improvement" or "unsatisfactory" or such other ratings as may be required by law. The evaluation process shall be conducted in accordance with state law and the District's evaluation plan.

Section 2.5 Classroom Visitation and Monitoring

Nothing in this Article shall preclude the right of the administration to visit classrooms unannounced for purposes of observation leading to the improvement and/or maintenance of existing standards.

The use of public address and audio systems and other devices for the monitoring of work performance will be conducted openly and with the full knowledge and freely given consent of the teacher at least 24 hours in advance.

Section 2.6 Personnel File

1. Nothing derogatory is to be added to or deleted from a teacher's personnel folder without notification to the teacher. However, this does not include school or job references of a privileged or confidential nature.
2. At the teacher's request, his/her personnel folder will be opened in the normal course of the business day. If a meeting with the appropriate administrator is necessary, the teacher, together with the Union Representative, if requested, will meet at a mutually agreeable time. Materials of a privileged or confidential nature as set forth in paragraph A above, will not be reviewed by the teacher.
3. All official teacher records shall be maintained in the Human Resources Office under the following circumstances:
 - a. Only one (1) official file shall be kept for each teacher by anyone anywhere, in or outside the schools. Buildings may however, keep basic data files of an unofficial nature subject to the same rights of access as provided herein.
 - b. Each teacher will have access at a mutually agreeable time to his/her files and will have the right to insert materials relevant to his/her service in the school, and accurate information relative to his/her qualifications in general.
 - c. Neither a teacher's file, nor any of its contents, shall be copied or made known to anyone, other than future employers or appropriate District officials, without his/her

permission either during or after his/her service in the schools, except if either party may need such data in any court proceeding or in any arbitration hearing conducted under the provisions of this Agreement.

- d. No derogatory material will be added to a teacher's folder unless the actual copy to be filed has been made available for signature and dated by the teacher. The signature merely signifies that the teacher has read the material and does not indicate agreement with its content.
- e. The teacher will have the right to attach dissenting or explanatory material to any item in his/her file.

ARTICLE III - Grievance Procedure

Section 3.1 Definition

A grievance for the purpose of this Agreement shall be defined as any dispute or difference of opinion between the Board and the Union, or between the Board and any of its teachers covered by this Agreement involving the meaning, interpretation, or application of the provisions of this Agreement.

Section 3.2 Statement of Basic Principles

- 1. Any teacher or group of teachers may at any time present grievances through the grievance procedure and have them adjusted without the intervention of the Union, as long as the adjustment is not inconsistent with the terms of this Agreement, provided that the Union has been given an opportunity to be present at such adjustment.
- 2. If any such grievance arises, there shall be no stoppage or suspension of work on the part of the teacher(s) or Union because of such grievance.
- 3. A teacher who participates in these grievance procedures will not be subjected to discipline or reprisal because of such participation.
- 4. The failure of a teacher or the Union to act within the 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. The time limits, however, may be extended by mutual agreement in writing.
- 5. The grievant has a right to be present and to be represented. If the teacher elects to be represented under the formal grievance procedures, his/her representative will not be from any organization other than the local Union.
- 6. Hearings and conferences held under this procedure shall be conducted by mutual agreement at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present, to attend. When such hearings and

conferences are during school hours, employees whose presence is required shall be excused without loss of pay, for that purpose.

7. Under the following procedure, it is agreed that no grievance will be suspended or delayed by the summer vacation.

Section 3.3 Procedure

Before a grievance is filed, a sincere attempt should be made to resolve any grievances by oral interview between the grievant and the principal before differences become formalized as grievances. At this meeting, the Union Representative may attend at the request of the grievant.

FIRST STAGE:

The filing of the grievance at the first stage must be within ten (10) school days of either the occurrence of the grievance, or the Union becoming aware of the grievance. However, the initial filing must be no later than six (6) months following the occurrence. The meeting with the principal, or appropriate District representative, will take place within four (4) school days of the receipt of the written grievance. The principal, or appropriate District representative, who has authority to make a decision on the grievance, shall make such decision and communicate it in writing within four (4) school days after the meeting to the grievant, Superintendent, the Union President and Grievance Committee Chairperson.

SECOND STAGE:

In the event a grievance has not been satisfactorily resolved at the first stage, the grievant, or his/her Union designee, will file, within five (5) school days of the receipt of the principal's written decision or answer at the first stage, a letter to the Assistant Superintendent of Human Resources requesting a meeting.

Within four (4) school days after such written grievance is received by the Assistant Superintendent of Human Resources, or appropriate District representative, the grievant, the Union Grievance Committee, not here or hereafter to exceed six (6) members, the principal and the Assistant Superintendent of Human Resources, or appropriate District representative, will meet to resolve the grievance. The Assistant Superintendent of Human Resources, or appropriate District representative, will file an answer within five (5) school days of the second stage grievance meeting, and communicate it in writing to the grievant, principal, Union President and Grievance Committee Chairperson.

THIRD STAGE:

In the event a grievance has not been satisfactorily resolved at the second stage, the grievant, or his/her Union designee, will file, within five (5) school days of the receipt of the Assistant Superintendent of Human Resources' written decision or answer at the second stage, a letter to the Superintendent, or appropriate District representative, requesting a meeting time for all parties involved. The Superintendent or appropriate District representative, the grievant, and a Union representative shall meet within ten (10) school days after receipt of said letter. The Superintendent or appropriate District representative shall submit a written answer to the grievant and the Union within ten (10) school days following the meeting.

FOURTH STAGE:

If the grievance cannot be settled at the third stage, the grievance shall be submitted to the Board of School Inspectors no later than seven (7) days before its next regularly scheduled meeting unless an earlier or later date is agreed to by all parties. At this stage, the Union shall have the opportunity to present the grievance to the Board.

FIFTH STAGE:

If the grievance is not resolved satisfactorily to the Union after the hearing before the Board (Fourth Stage) there shall be a fifth step of impartial arbitration. The Union may submit in writing, within ten (10) days of the Board hearing and/or decision, a request to enter into such arbitration.

The parties shall jointly request the Federal Mediation and Conciliation Service (FMCS) to submit to them a list of seven (7) arbitrators and their qualifications. Either party may reject one list in its entirety and request that another list be submitted. From such list, the parties shall alternately strike names with the party requesting arbitration making the first strike. The person whose name remains shall be the arbitrator. The arbitrator selected shall be jointly notified of his selection and requested to contact the parties with respect to setting up a time for a hearing.

All expenses incurred shall be shared equally by the Board and Union. It is understood that such expenses will be limited to the arbitrator's fee. Any legal expenses incurred should be paid for by the party engaging the legal counsel.

Insofar as such arbitration is limited solely and singly to interpretation and implementation of the terms of this contract, both parties agree to abide by the results of the findings of the arbitrator.

Nothing herein shall, however, be construed to abrogate or deny any of the legal responsibilities of the Board of School Inspectors as required by City, State or Federal laws or regulations, including the right not to re-employ non-tenure teachers for any reason subject only to the specific terms of this contract relating to teacher evaluation procedures and fair practices and any legal statutes applicable.

The arbitrator shall not have the power to add to, subtract from, alter, or modify in any way any of the terms or conditions of this Agreement

ARTICLE IV - Teaching Conditions and Professional Policies

Section 4.1 Pupil Evaluations

It is agreed that pupil evaluations shall be given and finalized by the teacher.

Section 4.2 Health Services

It is agreed that a health service room or rooms, adequately equipped and adequately staffed, is a desirable adjunct to the educational program in buildings throughout the district. It is agreed that

the Board will continue, where practicable, to seek and provide such services to a degree consistent with the Board's determination of the objectives and resources of the district.

Section 4.3 Contingency Fund for Classroom Expenses

The Board agrees to the necessity of a contingency fund and if, in their judgment, money is available every building will receive a contingency fund in order to provide teachers some coverage of incidental classroom expenses for materials, supplies or special program resources. Lists of catalogues of instructional supplies or materials will be available in the building.

Section 4.4 Classroom Interruptions

Repeated and unreasonable interruptions of classrooms should be avoided.

Section 4.5 Discipline of Students

The Board and Union agree that the students' right to an education shall be zealously protected. It is also agreed that reasonable conditions for learning and protection of the rights of others must be maintained for the welfare of all. In cases of serious disruption(s) by children, the teacher will have the right to temporarily transfer such child or children to the care of the principal or other competent school authority. The teacher shall be required to notify the principal in writing of the reasons for referring the student to the principal's office. The teacher shall have the right to request an immediate conference and consultation as soon as practicable between the teacher, principal, and where appropriate, other staff and/or parents to determine the proper course of action thereafter. Principals and other administrators shall continue to have further rights of suspension as provided by law and the policies and regulations of the District. The principal or principal's designee shall indicate the disposition of the referral on the same notice received from the teacher and return the notice of disposition to the teacher prior to or at the time of re-admission of such child or children to the class.

Section 4.6 Class Size

The Board agrees to continue to make maximum efforts to hold average class sizes at the level of 28 to 1 and to continue to make reasonable effort to provide special programming and lower class sizes to meet special needs (particularly with respect to economically disadvantaged children) wherever in its judgment such action is practicable and feasible.

Section 4.7 Athletic Meetings

Junior High school principals, or his/her designee, and coaches of individual sports shall hold up to three (3) meetings a year by request of either group, with additional meetings by mutual agreement to discuss matters of mutual concern.

Section 4.8 Transfer-Assignment Policies

A. Notice of Vacancy

Notice of a vacancy in any position covered by this Agreement shall be posted in the Superintendent's Bulletin during the school year and the District's website throughout the entire year in order to provide teachers an opportunity, if desired, to make known to the Administration their availability for such position.

B. Voluntary Transfer

A teacher requesting a transfer in order to fill an existing vacancy, which has been posted in accordance with this section, shall make his/her request known in writing to the Assistant Superintendent for Human Resources. Such requests shall include the building and position desired. If a District 86 teacher does not receive the transfer requested, the teacher may request a conference with the Assistant Superintendent for Human Resources at which time the reasons will be stated and discussed as to why the teacher did not receive the transfer.

C. Involuntary Transfer

When dictated by the needs of the District or when there is a reduction in the number of teacher assignments, teachers may be transferred to another building and/or position.

D. Notice of Tentative Building Assignment

The District will endeavor to provide all nurses, social workers, school psychologists, speech/language pathologists and behavior interventionists with a written notice of their tentative building(s) assignment at least fourteen days before the first day of student attendance each school year.

E. Policy Support

It is further agreed that implementation of the District's and Union's policy of nondiscrimination in assignment and their policy of actively seeking racially integrated faculties in all schools will be fully supported by both parties. The Union agrees to recognize implementation of the policy as a priority factor in assignment and transfer and agrees to assume active responsibility for encouraging applications for assignment and/or voluntary transfer as a means of implementation.

Section 4.9A Elementary Team Leaders

"Team Leaders" in each school and/or area of academic discipline shall be selected by the teachers who comprise each team, provided that final approval of such designation shall remain vested in the school principal.

Section 4.9B Junior High Department Leaders

Department leaders in each junior high school will be chosen by area academic discipline, by the teachers who comprise each academic team, provided that final approval of such designation shall remain vested in the school principal.

Section 4.10 Seniority

1. That principle of employment policy which accords certain benefits and privileges among employees on the basis of length of service is accepted and endorsed by the parties hereto. However, it is understood that there are no seniority rights afforded to non-tenured part-time teachers or short term teachers.
2. District seniority is defined as the length of continuous service as a teacher in the District, and shall begin on the date that the teacher was officially employed by the Board of School Inspectors - when the Board acted on the hiring or the first day of service, whichever occurred first.
3. Under no circumstances shall any teacher newly employed into the District be placed higher on the District seniority lists than a teacher already having seniority in the District.
4. Should a conflict arise concerning two or more teachers with identical seniority, ties shall be broken by date of application. In the event that the date of application does not break the tie, then the tie shall be broken (in the following order) by:
 1. Total number of years of public school teaching
 2. Highest degree attained.
5. Each year, in accordance with law, the Board, in consultation with the Union, shall establish a sequence of honorable dismissal list categorized by positions and the groupings defined in Section 24-12 of the School Code.
6. Seniority shall only be used in circumstances specifically provided in this Agreement and where permitted by law.

Section 4.11 Curriculum Committees

The administration will publish the need for district wide curriculum committees, including textbook committees, with the intention that teachers will actively participate in writing the curriculum. Volunteers will be solicited and names will be selected from the entire list of volunteers. Generally all committees referred to in this provision shall meet during the regular school day. When such meetings are scheduled during the school day, teachers will be released without loss of pay. When such meetings are scheduled outside the school day, teachers will be paid a stipend in accordance with the rate provided in Section 6.10.B.

Section 4.12 Honorable Dismissal – Reduction in Force

1. In the event of honorable dismissal and recall of teachers as the result of a reduction in force the Board shall follow the provisions of Section 24-12 of the School Code and any applicable State Administrative Regulations.

2. It shall be the responsibility of teachers subject to recall to inform the Human Resources Office, in writing, of any change of address to provide the necessary means to be informed by certified mail that they have been recalled.
3. In the event of a recall, failure by a teacher to respond in writing, by certified mail, to a notice of recall to the Human Resources Office, within ten (10) days of receipt of the notice of recall, shall constitute a resignation by the teacher. In the event of any dispute as to a teacher's response, it shall be the duty of the teacher to provide a receipt of the certified mail response by the teacher. Failure to provide said receipt shall be conclusive proof of a failure to respond to the recall and shall constitute a resignation by the teacher.
4. The recall period shall be as set forth in the Section 24-12 of the School Code.

ARTICLE V - Leave Policies

Section 5.1 Special Leave Policy

1. Whenever an employee covered by this Agreement is absent from school as a result of a personal injury caused by a willful act of violence committed upon the employee, arising out of and in the course of his/her employment, he/she shall be paid his/her full salary for the period of such absence up to the end of the current school year without having such absence charged to the annual sick leave or accumulated sick leave. Such leave may be extended for a period of up to one calendar year from the date of the original injury in question upon examination, written recommendation, and documentation by the individual's personal physician and/or any other doctor deemed necessary by the District.
2. At any time for which compensation is paid under this section, the Board may order, at the expense of the Board, physical or medical examinations of the injured person to determine the degree of disability and continued eligibility for said compensation.
3. During this period of leave, the employee shall not be engaged in any work in any other manner, with or without monetary compensation. Any employee who is so engaged in violation of this paragraph forfeits the compensation under this Section.
4. Any salary compensation due the injured employee from worker's compensation or any salary due the employee from any type of insurance which may be carried by the Board shall revert to the Board during the time for which compensation is paid to the employee under this Section.
5. The Section shall not be applied so as to result in a pyramiding of compensation or benefits.

Section 5.2A Sick Leave

A teacher shall be granted fifteen (15) days annually with full pay cumulative to 340 days for the following reasons:

1. Personal illness
2. Quarantine at home
3. Serious illness or death in the immediate family or household
4. Birth, adoption, or placement for adoption

Pursuant to the School Code, "immediate family" shall include parents, spouse, brother, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians. In addition to the foregoing, sick leave shall be granted in the event of the death of a son-in-law, daughter-in-law, uncle, aunt, niece, nephew, stepchild or stepparent.

If an employee does not serve the full term of his/her first year, the absence allowance shall be pro-rated in proportion to time served. Unused portions of time allowed for sick leave and absence from duty with pay shall accumulate to 340 school days.

If the absence for personal illness exceeds five (5) consecutive days in any one year, then the employee shall, upon request, furnish a physician's statement attesting thereto. Excessive or improper use of sick leave may result in the teacher being required to obtain a doctor's statement.

A statement of accumulation of sick leave shall be given to each teacher by the first paycheck of each school year.

If the annual allotment of sick days for any school year shall cause a teacher to exceed his/her maximum accumulation of sick leave days for that school year, the teacher shall be permitted to receive the annual allotment for use during that school year. Any unused sick days from the annual allotment shall not be carried over to exceed the maximum accumulation for the following year.

Section 5.2B Sick Leave Reimbursement

Only employees who were employed at the beginning of the 2005-2006 school year, who have elected the 220 day sick leave maximum and who begin each school year with 220 accumulated sick leave days, shall have a sick leave reimbursement fund of \$500 available for the school year. A sum of \$50 will be deducted from this bank for each sick leave day used during the year. Thirty (30) days after the end of the school year, each employee shall receive a payment equal to the balance remaining in his/her fund.

Section 5.3 Personal Leave

All teachers shall be granted a maximum of three (3) days for personal business during each school year without loss of pay. Personal business is defined as business of a personal nature which cannot be conducted at a time not in conflict with the teacher's regular school day, or an emergency over which the teacher has no control which requires immediate attention. Notice of such leave shall be given as far in advance as possible.

In giving notice of such leave, or immediately upon return to school from the leave, if the leave was for an emergency, the teacher shall complete the form required by the Board, in which he/she shall indicate the specific purpose for which the leave was taken.

The intent of personal leave is not to extend vacation or holiday periods.

All decisions approving such leaves will be made by the Superintendent, or his/her designee.

Personal leave is cumulative to four (4) days. All unused personal days, beyond that day which is cumulative, will be added to the teacher's accumulated sick leave at the end of each school year.

Section 5.4 Jury Duty Leave

The teacher shall not suffer loss of compensation for jury service, provided that it shall be a condition of this benefit that the teacher tender to the District the sum received by such teacher from the court for such duty, excluding any sum received for mileage and lodging.

Teachers shall not be prevented from performing jury service or from fulfilling their civic responsibilities during the school year, however, teachers shall be encouraged to perform such duties in the summer.

Section 5.5 Professional Improvement Leave

All tenured teachers shall be eligible for a one-year leave of absence, without pay, for professional improvement. The applicant for such leave shall show a program of formal study, research work, or travel, either foreign or domestic. This type of leave of absence may be granted to a maximum of six (6) teachers per school year. All requests for such leave must be submitted in writing prior to March 1.

A Professional Improvement Leave Committee will be formed to work out details of leave and to recommend such leaves to the Superintendent. This committee will consist of the Superintendent's designee, one elementary and one junior high school principal, and two elementary and two junior high school teachers, said teachers to be appointed by the Union. The Superintendent's designee will chair the committee.

Section 5.6 Child Care Leave

Child care leave shall be defined as a leave granted for maternity, paternity, foster, or adoptive parenthood. It is understood that foster parenthood will apply to cases involving children under the age of ten (10) years.

A teacher covered by this Agreement shall be permitted a leave of absence without compensation, without loss of tenure, or position on the salary schedule under the following conditions:

1. If a child care leave is desired, the teacher shall arrange for a meeting with the building principal at least 120 calendar days prior to the anticipated leave. The purpose of this meeting shall be to work out the period of such leave subject to the provisions of this section.

In the case of foster or adoptive parenthood, notification of anticipation of a leave shall be given to the building principal at the time the teacher has been notified of eligibility. Such notification of anticipated leave shall be placed on file with the Human Resources Office for a period of one year and renewable each succeeding year.

2. In order to preserve continuity of instruction, it is agreed that a child care leave shall, if at all possible, begin and/or end at a natural break in the quarter or semester.

Notification of a teacher's intent to return shall be given to the Superintendent of Schools, or his/her designee, at least sixty (60) calendar days prior to the date his/her leave expires.

3. A child care leave shall not exceed one year, unless mutually extended. A request for extension of a child care leave shall be submitted to the Superintendent of Schools, or his/her designee, at least sixty (60) calendar days prior to the expiration date of the leave.
4. Upon returning from child care leave, a teacher shall be placed in the position he/she held at the time the leave commenced, if such position still exists, or a position for which he/she is qualified, if such is available.
5. Teachers who become pregnant and who wish to continue their employment on an active basis, will provide the Superintendent, or his/her designee, with documentation issued by a licensed physician, certifying her medical capacity to continue with active employment.

Section 5.7 Family and Medical Leave (FMLA)

The Board agrees to comply with the applicable provisions of the Family and Medical Leave Act and the applicable federal regulations promulgated thereunder by the U.S. Department of Labor.

Section 5.8 Use of Sick Leave During Workers Compensation Leave

For employees who are receiving workers compensation temporary disability pay, the District will use the employee's accumulated sick leave at a rate of 1/3 sick day per day absent until all earned sick days have been exhausted in order to supplement the employee's temporary disability pay.

ARTICLE VI - Compensation

Section 6.1 Salary Compensation

A. Compensation Schedules for Teachers

The salary schedules for the 2012-2013 and 2013-2014 school years are attached as Appendix A.

B. Pension Pick-Up

From the listed compensation set forth in the 2012-2013 and 2013-2014 compensation schedules, the Board shall pay the entire portion of the 2012-2013 and 2013-2014 Teachers' Retirement System obligation for those teachers covered by this Agreement.

In the event there is additional compensation paid to a teacher covered by this Agreement such as, but not limited to, extracurricular assignments, internal subbing, such compensation shall be subject to TRS withholding paid by the individual.

C. Step Movement Upon Lane Movement

When lane movement from the BA or BA+15 lane is approved, the teacher will advance one vertical step on the appropriate lane.

D. Step Advancement Limits

1. These limitations are applicable to Schedule A employees in the BA+15 Lane. Any employee who has not reached Step 10 of the BA+15 Lane of the 2001-02 Schedule A as of the 2001-02 school year shall not advance beyond new Step 15 of the BA+15 Lane of Schedule A as revised for the 2002-03 school year. “(Note: The shaded portion of Salary Schedules A, Lane BA +15, is intended to identify the group of employees who are eligible for step movement beyond Step 15 of the lane)”
2. No new employee or employee in Schedule A as of the 2000-01 school year shall move to Schedule B. It is contemplated that additional steps shall be added to Schedule A up to Step 35.
3. It is contemplated that the lowest steps in Schedule B shall be deleted annually as employees vacate those steps until this schedule is completely deleted.

E. Initial Placement Salary Schedule Credit

A maximum of ten (10) years' credit shall be allowed for previous teaching experience. Credit shall be allowed for military service or Peace Corps duty, when the service time follows full-time employment in District 86. Because of the alteration of the steps of the 2002-03 salary schedule, it is understood that newly hired teachers for the 2012-2013 school year through 2013-2014 school year shall be placed no higher on the salary schedule than if he/she had all of the related experience in District 86.

F. Purpose of Salary Schedules

The sole purpose of the foregoing teacher compensation schedules is to permit each faculty member to ascertain what his/her salary is for the 2012-2013 and 2013-2014 academic years. These compensation schedules shall only be in effect for the 2012-2013 and 2013-2014 academic years and shall have no force and effect thereafter.

G. Hold Harmless Teacher Retirement

1. The salary schedules for the 2012-2013 and 2013-2014 school years shall be as set forth in Appendix A of the collective bargaining agreement. It is expressly understood that figures appearing on these schedules include sums equal to the teacher's portion of the Teachers' Retirement System obligation paid by the Board. The teacher shall have no claim upon this money except as such may arise upon retirement or upon severance from the retirement system. All individuals covered by the Agreement must accept the compensation according to this Agreement.
2. The Union agrees to indemnify and hold harmless the Board, individual members thereof and its agents and employees from any and all claims, including but not limited to the cost of the defense thereof, resulting from any action taken to effect compliance with this section, provided the Union is served promptly with notice of any such claim and that defense thereof is surrendered to the Union and to Counsel of its choosing.
3. The parties understand that, should the Internal Revenue Service or any court of competent jurisdiction declare failure to withhold Federal or Illinois income taxes on amounts paid by the Board to the Retirement System in accordance with this section counter to law, the Board shall reserve the right to bring its practices in this regard into conformance with law, the above language notwithstanding.

H. Salary Lane Change

Wherever possible, horizontal advancement on the salary schedule will be allowed immediately upon proof of completion of course work. All salary changes will become effective as of the date of the District's form and the proof of completion are received, except in that salary change requests received after May 1 will be processed for the next school year.

All transcripts required below must be submitted directly by the employee in an envelope sealed by the college or university. Proof of completion shall be required as follows:

1. Employees applying for lane movement to the masters lane must provide an official transcript which includes the date upon which the Master's Degree was conferred/awarded.
2. Employees applying for lane movement to Bachelor's+15 semester hours of approved graduate work must provide an official transcript.

3. Employees applying for lane movement to Bachelor's+36 semester hours of graduate work in an approved advanced degree; or Master's+30 semester hours graduate work in an approved advanced degree program must submit documentation, on the District form, from the college/university verifying that they are currently enrolled in an advanced degree program and that the hours submitted are credited toward the advanced degree, along with an official transcript.

Section 6.2 Extracurricular Activity Compensation

A. Extracurricular Compensation Schedules for Teachers

The extracurricular compensation schedules the 2012-2013 and 2013-2014 school years are attached as Appendix B and shall be effective for the 2012-2013 and 2013-2014 school years.

B. Extracurricular Schedule Service Credit

Absence on a leave pursuant to Article V of this Agreement shall not constitute an interruption of years of service in a given activity; provided, however, such absence shall not count towards movement on this schedule.

If an employee is re-employed in the same activity, then they will be given credit for all years of previous service in the district in that activity. Credit for past non-consecutive experience shall be retroactive to the 1980-81 school year.

C. Miscellaneous

Intramurals Sponsors will be paid a rate of \$25.01/hr for a maximum of 160 hours.

Section 6.3 Reimbursed Tuition

The Board shall reimburse the teacher for tuition up to \$940 in 2012-2013 and 2013-2014 calculated from each September 1st through the following August 31st.

Such payment will be made for pre-approved courses:

- 1) Taken in the area of the teacher's instructional assignment or taken in pursuit of additional endorsements (may include undergraduate as well as graduate level courses).
- 2) Taken in pursuit of an advanced degree in the field of education or educational administration (includes Certificate of Advanced Study).

The employee shall submit for approval, any course for which the employee seeks reimbursement prior to commencing the course work. All course work submitted for reimbursement must be taken from an accredited college or university as verified by the Will County Regional Office of Education. It is recommended all junior high teachers take three

graduate hours of reading and elementary teachers take six graduate hours of reading. Reimbursement for such courses will be made when teacher shows evidence of satisfactory completion.

Section 6.4 Extra Duty

The assignment of non-classroom duties, such as, but not limited to, bus duty, playground duty, hall duty, and any other duty as may be deemed necessary by the building administrator will be assigned to teachers.

The building administrator will assign the above duties on an equitable basis unless the building administrator finds it impracticable to do so.

Any teacher not otherwise compensated for extra duties who is required to perform bus duty thirty (30) minutes past the end of a school scheduled day shall be reimbursed at the following per hour rate for each hour or fraction thereof:

2012-2013	\$17.91
2013-2014	\$17.91

Section 6.5 Teacher Substitutes

The District will maintain a list of qualified substitutes who shall be called for absent teachers. When no substitutes are available, volunteers will be solicited from available teachers for the areas of instruction that requires the substitute. If there are no volunteers, teachers may be assigned on an involuntary basis. Classroom teachers who substitute for absent teachers will be reimbursed on the following basis:

Junior High – Teachers will be paid:

2012-2013	\$27.91
2013-2014	\$27.91

for each class period of substitute teaching.

Elementary – Ordinarily classes of absent teachers will be apportioned between not more than three (3) nor less than two (2) teachers. In extraordinary circumstances the class of an absent teacher will be entirely taken by one (1) other teacher. Teachers will be paid as follows when classes are apportioned between three (3) teachers, two (2) teachers, or when an entire class is given to one (1) teacher, as follows:

	<u>3 teachers</u>	<u>2 teachers</u>	<u>1 teacher</u>
2012-2013	\$48.71	\$73.07	\$146.14
2013-2014	\$48.71	\$73.07	\$146.14

Teachers will be paid as soon as practicable after the end of each quarter for the substitute duty performed pursuant to the above conditions.

Section 6.6 Insurance

Teachers shall be covered under the District 86 self-insured Preferred Provider Organization (PPO) health insurance program that is administered by Blue Cross/Blue Shield. The PPO includes physicians and hospitals.

A. Hospitalization and Surgical Allowance.

	<u>In Net coverage</u>	<u>Out of Net coverage</u>
Hospitalization	90%	60%
Surgical	90%*	60%**

*based on schedule of Maximum Allowances

**based on usual and customary charges

B. Diagnostic Benefits.

<u>In Net coverage</u>	<u>Out of Net coverage</u>
100%	60% after deductible is satisfied

There is no cap on diagnostic benefits.

Mammograms and Pap smear applies to both single and family coverage.

Mammogram coverage shall follow the American Cancer Society guidelines unless more frequent mammograms are deemed medically necessary by a doctor.

C. Major Medical.

	<u>In Net coverage</u>	<u>Out of Net coverage</u>
Deductible		
Individual	\$300	\$750
Family	\$900	\$2250
(maximum of 3 individual deductibles)		

D. Dependent Coverage. From birth to age 19, or 26 as required by law.

E. Single Coverage. Through the thirteenth (13th) pay day of the 2013-2014 school year, the Board shall pay 100% for single coverage for the length of this agreement. Commencing on the fourteenth (14th) pay day of the 2013-2014 school year and thereafter the Board shall pay 95% of the premium equivalent for single coverage and the employee shall pay 5% of the premium equivalent for single coverage.

- F. Dependent (Family) Coverage.** Through the thirteenth (13th) pay day of the 2013-2014 school year, the Board shall pay 100% for dependent (family) coverage for the length of this agreement. Commencing on the fourteenth (14th) pay day of the 2013-2014 school year and thereafter, Board shall pay 95% of the premium equivalent for family coverage and the employee shall pay 5% of the premium equivalent for family coverage.
- G. Term Life and AD and D.** The Board will provide term life and AD and D in the amount of one (1) times the teacher's annual salary with a minimum of \$35,000 and a maximum of \$50,000 for the length of this agreement.
- H. Dental Insurance.** The Board shall provide dental benefits for bargaining unit members as follows: \$25 deductible, 100% preventative, 100% routine, 50% major restorative. The type and kind of dental benefits and coverage shall be subject to mutual agreement between the parties; provided that the Board reserves the right to choose its own insurance carrier or otherwise provide for dental coverage as long as employee benefits are not less than those mutually agreed to by the parties.
- I. Vision Insurance.** The Board shall provide vision benefits for bargaining unit members as follows: One eye exam every twelve (12) months covered at 100% less a \$10.00 co-pay in-network, and out-of-network exams will be covered up to \$25.00. Lens replacement every twelve (12) months covered at 100% less a \$20.00 co-pay in-network, and out-of-network services are covered according to the following schedule: single vision up to \$30.00, bifocal lenses up to \$35.00, trifocal lenses up to \$45.00, and lenticular lenses up to \$60.00. One pair of frames every twenty-four (24) months covered at 100% when selected from plan approved frame style. The cost for frames selected outside of the plan's approved styles will be the difference between a non-approved frame and the plan allowance. Frames selected from an out-of-network service provider will be paid up to \$45.00. Contact lenses when selected lieu of a complete set of prescription glasses that are medically necessary are covered at 100% less a \$20.00 materials co-pay in-network, and out-of-network are covered up to \$210.00. Contact lenses that are elective are covered up to \$125 both in an out-of-network.
- J.** The Board reserves the right to choose its own insurance carrier, or to continue the District self-insurance program, as long as employee benefits are not less than those currently provided under the present policy.
- K. Prescription Drug Card.** Teachers shall pay the following for prescription drugs:
 - \$5.00 – generic
 - \$30.00– brand preferred
 - \$50.00– brand non-preferred

Prescription Drugs: Prescription drug benefit paid at 100% after co-payment at participating pharmacy. Drugs purchased at a non-participating pharmacy are paid at 75% after co-payment.

Mail Order Prescription Maintenance Drugs: Employee pays two prescription card co-payment amounts for a 90 day supply. Drugs must be purchased through the approved pharmacy.

- L. Out of Pocket Limitation.** Under the in-network coverage, there is a maximum of Out of Pocket expenses of \$1500 per person. Under the out of network coverage, there is a maximum Out of Pocket expense of \$4500 per person. Both coverage's have a limit of three limits per family. The out of pocket expenses do not include the payment of deductibles.
- M. No Lifetime Maximum.** There is no lifetime maximum per person for all covered expenses.
- N. Emergency Room Co-pay.** There is separate \$150 emergency room co-pay for each emergency room visit under both PPO and non-PPO coverage. Co-Pay is waived if the individual is admitted to the hospital directly from emergency room treatment.

Employees may obtain a Blue Cross/Blue Shield PPO Directory of Hospitals and Physicians by accessing the Blue Cross/Blue Shield of Illinois website at www.bcbsil.com.

(Note: Insurance benefit and deductible changes, and prescription drug card changes to become effective January 1, 2013.)

Section 6.7 Insurance for Retirement

Upon retirement, eligible teachers may make a one-time election to participate in one of the following insurance plans but may not participate in both:

A. Option 1

Upon retirement from the District with 20 years of service, a teacher may elect to remain in the group hospitalization plan of District 86 until age 70. The cost of remaining in the District's plan will be paid by the teacher.

B. Option 2

Upon retirement from the District with at least 20 years of service, "Salary Schedule B" teachers in lieu of Option 1 insurance coverage and in lieu of any retirement benefit insurance coverage as identified in Section 6.8 may elect to participate in the state's TRIP insurance plan (if eligible for said plan) and receive a Board contribution of \$207.00 per month for TRIP coverage up to the age of 65. To be eligible for this option, teachers shall not have made an election to remain in the District's group hospitalization plan at retirement, and cannot be a participant in the District's group hospitalization plan after retirement. By electing the TRIP option, a teacher irrevocably waives their option to remain in the District hospitalization plan until age 70.

Section 6.8 Retirement

A. Retirement-No Employer Penalty

1. Retirement Benefit.

a. Salary Enhancement

1) Until April 1, 2013

The benefits of this subsection shall be in effect for all teacher who make the retirement election on or before April 1, 2013 and are in compliance with this Section. Teachers who qualify under this plan, may elect salary enhancement for a minimum of one year to a maximum of five years. For teachers who qualify under this plan, the annual salary enhancement shall be six percent (6%) over the previous year's salary.

Said amounts shall be prorated over the remaining normal pay periods. Said amounts shall include all wage schedule increases, occurring during this period, which may have been applicable to the retiring teacher.

2) After April 1, 2013

The benefits of this subsection shall be in effect for all teachers who make the retirement election after April 1, 2013 and are in compliance with this Section. Teachers who qualify under this plan, may elect salary enhancement for a minimum of one year to a maximum of four years. For teachers who qualify under this plan, the annual salary enhancement shall be four percent (4%) over the previous year's salary.

Said amounts shall be prorated over the remaining normal pay periods. Said amounts shall include all wage schedule increases, occurring during this period, which may have been applicable to the retiring teacher.

b. Hospitalization Insurance

Qualifying participants will be allowed to enroll in hospitalization insurance coverage for which they are eligible. The retiree will be responsible for the full amount of the cost applicable to the particular coverage and will be responsible for payment of the premium in accordance with District requirements.

2. Qualifications and Limitations.

To be eligible for this benefit a teacher must comply with all of the foregoing requirements and limitations.

- a.** The teacher must be eligible to retire under the Illinois Teacher's Retirement System and immediately receive a retirement annuity.
- b.** The teacher must have completed a minimum of 15 years of full-time employment with Joliet Grade School District No. 86 immediately preceding retirement.

- c. To participate in this benefit the teacher must submit, to the Superintendent or designee, an irrevocable letter of retirement by April 1 of the school year prior to the commencement of the salary increase provisions. The letter shall identify the year of retirement.
- d. No teacher may participate in this program unless they have sufficient service credit, and/or age credit with the Illinois Teacher's Retirement System to exempt the employer from the payment of any penalty or other additional amount, to the Teacher's Retirement System.
- e. The Board may, in its sole discretion, limit the number of teachers who retire under this plan in any year to 30% of those teachers who are eligible for this benefit. In the event of any limitation in the program, the teacher with the greatest District seniority shall have the participation option.
- f. Any teacher who commences participation in this benefit, and fails to comply with the provisions herein, shall reimburse the District for any increased salary benefit granted under this provision, including tax and pension withholdings. Upon complete reimbursement, the teacher shall be entitled to any general wage increase, which would have been applicable during this period.

**B. Early Retirement Under TRS
Early Retirement Option (ERO) Provision**

1. Retirement Benefit

- a. **Benefit**
For teachers who qualify under this plan, the Board shall pay the teacher's ERO penalty.
- b. **Hospitalization Insurance**
Qualifying participants will be allowed to enroll in hospitalization insurance coverage for which they are eligible. The retiree will be responsible for the full amount of the cost applicable to the particular coverage and will be responsible for payment of the premium in accordance with District requirements.

2. Qualifications and Limitations

To be eligible for this benefit a teacher must comply with all of the foregoing requirements and limitations.

- a. The teacher must be eligible to retire under the Illinois Teacher's Retirement System Early Retirement Option and immediately receive a retirement annuity.

- b. The teacher must have completed a minimum of 15 years of full-time employment with Joliet Grade School District No. 86 immediately preceding retirement.
- c. The teacher must notify the Superintendent, or designee, in writing of the teacher's intention to participate by February 1st prior to the end of the teacher's last full year of employment, except for extenuating circumstances approved by the Superintendent.
- d. The maximum number allowed to retire under this retirement plan is 30% of those eligible, based on District seniority.

C. Retirement Benefit Limitations

The retirement benefits provided in this Section are intended to supersede any retirement benefit previously granted under this Agreement, cannot be pyramided, supplemental to, or used in conjunction with any other retirement benefit whether offered under this Agreement or by state law.

D. Board Right to Terminate Program

Notwithstanding any provisions to the contrary in this Section, the Board of School Inspectors reserves the right to terminate this retirement at any time, with respect to persons who are not participating in the retirement program, in the school year when the termination becomes effective. For such employees already on retirement, provisions of the retirement program shall continue despite the termination of the program with respect to all other employees.

Section 6.9 Severability

At such time as any Illinois court of law indicates that health recognition and service recognition, agreed by the Board and Union as being known as severance or retirement payments, are deemed illegal, those sections 6.9.A and 6.9.B, will not be in force or effect, provided the case is not under appeal.

Section 6.9.A Health Recognition

For a teacher who retires from District 86 and immediately takes his/her retirement pension benefits, the Board of School Inspectors will reimburse an accumulation of unused sick leave days up to 220 days at \$20.00 for 2012-2014 school years, with a minimum of 20 years of service to the District, providing the teacher notifies the Superintendent or his/her representative, in writing by July 1 prior to the start of the next school year, and providing only that portion of sick leave days not used for retirement purposes will be calculated in the total amount.

The following will disqualify a teacher from eligibility:

1. Any teacher who is dismissed by the Board of School Inspectors.
2. Any teacher who has previously received this benefit from the Board of School Inspectors.
3. Any teacher who leaves the system contrary to the provisions of the Illinois State Tenure Act or contrary to the terms of his/her employment contract.

Section 6.9.B Service Recognition

Upon retirement, with a minimum of twenty (20) years of service to the District, a teacher will be rewarded for service to the District at the rate of \$75.00 for 2012-2014 school years, provided the teacher notifies the Superintendent or his/her representative, in writing by July 1 prior to the start of the next school year, unless there are extraordinary circumstances beyond the teacher's control which prevents the giving of such notice.

Section 6.10.A Extended School Programs

All academic positions in the extended school programs shall be filled by regularly appointed teachers in the school district. In the event that there are no district personnel available for these positions, the Board may use out-of-district persons. In filling such positions when all other factors and qualifications are nearly equal, seniority shall be the deciding factor as to who is hired. The rate of pay shall be:

2012-2013	\$31.00
2013-2014	\$31.00

Section 6.10.B Stipends

When a teacher receives a stipend for authorized participation in district approved activities, the teacher will be paid at the rate of:

2012-2013	\$26.00
2013-2014	\$26.00

Section 6.11 Mileage Reimbursement

Teachers are allowed to claim mileage reimbursement in the performance of their duties when personal automobiles are used. Mileage to and from work at the beginning and end of a school day is not claimable. All mileage claims must be filed in accordance with District regulations on forms provided by the District. The rate of reimbursement will be the IRS rate.

Section 6.12 Pay Periods

The District's payroll is based on an annualized 26 period schedule. Paychecks are generally issued every other week on Friday, with the exception of holidays. When a pay period falls at

the beginning or during a holiday, paychecks are issued on the last working day prior to the start of the holiday period.

Nine and ten month employees have the option, upon written request submitted no later than May 1, to receive all of their remaining paychecks normally paid during the summer months to be paid in a lump sum. Those checks will be issued as part of the last payroll of the school year in June.

Section 6.13 Payroll Deductions

The District shall permit payroll deductions for IRS qualified retirement plans. Deductions and participation in such plans shall be subject to IRS regulation, plan administration regulation and the District's regulations.

The District shall permit payroll deductions to one District authorized credit union.

Section 6.14 Maximum Compensation Increase Limitation

Notwithstanding anything to the contrary in this Agreement, the parties agree that any bargaining unit member who is within four (4) years of being eligible for either early or regular retirement under the Illinois Pension Code/ Teachers Retirement System (TRS) is limited to a maximum aggregate annual increase of 6% in TRS credible earnings under this Agreement.

This provision is based on current TRS statutory and regulatory provisions that provide for a penalty to be paid by the Employer for a retiring teacher, whose annual creditable earnings used for determining retirement benefits, exceed 6% over the prior year. If the Illinois Pension Code/ Teachers Retirement System or any regulations adopted there under are changed to alter the 6% penalty provisions, this Section is subject.

ARTICLE VII - Agreement

Section 7.1 No Strike Provision

Recognizing that adequate means are made available by this Agreement for the resolution of teachers' grievances and/or complaints, neither the Union nor the teachers covered by this Agreement will promote, sponsor, engage in or condone any strikes, concerted stoppages of work, or any other interruptions of educational duties for the duration of this Agreement. It is understood and agreed that any teacher violating this provision of the Agreement shall be subject to disciplinary action by the Board. The Board agrees that it will not conduct nor condone any lockout of teachers due to a labor dispute for the duration of this Agreement. This no strike provision is null and void at such time when there is an economic or salary re-opener.

Section 7.2 Management Rights

The Board, pursuant to the authority and responsibilities vested in it by the State of Illinois, must retain the right effectively to conduct a responsible and efficient school system for School District No. 86, which at all times recognizes as paramount the interests of the students therein. It is the intention of this Agreement to provide an effective and continuing means of

communication between the teachers and the Board through the Administration, as well as to provide for the salary structure, fringe benefits and employment conditions of the teachers. It is recognized that, except as stated herein, the Board shall retain whatever rights and authority are necessary for it to carry out effectively functions under the laws of the State of Illinois, which shall include, but not be limited to, all rights exercised by the Board prior to inception of this Agreement. The Board now has in existence and may revise from time to time, a manual of policy for its teachers. Nothing in this Agreement shall deprive the Board of its responsibilities delegated to it by the laws of the State of Illinois. The Board shall not abrogate its responsibility to any individual or group of individuals, and therefore, its decisions shall become final upon any subject under its jurisdiction.

Section 7.3 Severability

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable or not in accordance with the minimum standard of the School Code, all other provisions of this Agreement shall remain in full force and effect for the duration of the Agreement.

Section 7.4 Effective Date

This Agreement shall be in full force and effect from September 1, 2012 and shall remain in effect to and including August 31, 2014 and shall automatically be renewed from year to year thereafter unless written notice of desire to terminate, modify or amend this Agreement is served upon the other party prior to May 1 in the year in which this Agreement expires or prior to May 1 in any year subsequent thereto.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives on this ____ day of January, 2013.

FOR THE BOARD OF SCHOOL INSPECTORS,
DISTRICT NO. 86, WILL COUNTY, ILLINOIS

Tonya M. Myers, President

Charyll M. Colstock, Secretary

FOR COUNCIL NUMBER 86 OF THE AMERICAN
FEDERATION OF TEACHERS-LOCAL 604

Jeremy Poch, President

Secretary

WITNESS:

APPENDIX A

Compensation Schedule for Teachers

2012-2013					
Schedule A		BA	BA + 15	MA or 36	MA + 30
	0	\$41,223	\$43,746	\$45,469	\$47,203
	1	\$42,138	\$44,719	\$46,481	\$48,252
	2	\$43,053	\$45,692	\$47,493	\$49,301
	3	\$43,969	\$46,664	\$48,505	\$50,350
	4	\$44,885	\$47,636	\$49,516	\$51,399
	5	\$45,801	\$48,610	\$50,525	\$52,448
	6	\$46,718	\$49,582	\$51,537	\$53,499
	7	\$47,632	\$50,554	\$52,550	\$54,548
	8	\$48,550	\$51,527	\$53,561	\$55,596
	9	\$49,474	\$52,506	\$54,580	\$56,656
*	10	\$50,376	\$53,364	\$55,499	\$57,633
	11		\$54,475	\$56,694	\$58,914
	12		\$55,584	\$57,889	\$60,194
	13		\$56,694	\$59,085	\$61,474
	14		\$57,805	\$60,282	\$62,757
	15		\$58,914	\$61,474	\$64,037
	16		\$60,282	\$63,098	\$65,745
	17		\$61,648	\$64,719	\$67,452
	18		\$63,014	\$66,342	\$69,160
	19		\$64,379	\$67,964	\$70,868
	20		\$65,745	\$69,587	\$72,575
	21		\$67,112	\$71,209	\$74,282
	22		\$68,478	\$72,832	\$75,991
	23		\$69,844	\$74,454	\$77,699
	24		\$71,209	\$76,076	\$79,406
	25		\$72,633	\$77,598	\$80,994
Schedule B		BA	BA + 15	MA or 36	MA + 30
	31		\$80,772	\$83,796	\$86,310
	32		\$84,486	\$87,653	\$90,279
	33		\$88,118	\$91,421	\$94,161
	34		\$90,974	\$94,386	\$97,212
	35		\$93,251	\$96,745	\$99,645
	36		\$94,136	\$97,631	\$100,528
	37		\$94,136	\$97,631	\$100,528

*This step includes teachers with ten to fifteen years of experience for 2012-2013.

APPENDIX A
Compensation Schedule for Teachers

2013-2014					
Schedule A		BA	BA + 15	MA or 36	MA + 30
	0	\$41,223	\$43,746	\$45,469	\$47,203
	1	\$42,138	\$44,719	\$46,481	\$48,252
	2	\$43,053	\$45,692	\$47,493	\$49,301
	3	\$43,969	\$46,664	\$48,505	\$50,350
	4	\$44,885	\$47,636	\$49,516	\$51,399
	5	\$45,801	\$48,610	\$50,525	\$52,448
	6	\$46,718	\$49,582	\$51,537	\$53,499
	7	\$47,632	\$50,554	\$52,550	\$54,548
	8	\$48,550	\$51,527	\$53,561	\$55,596
	9	\$49,474	\$52,506	\$54,580	\$56,656
	10	\$50,376	\$53,364	\$55,499	\$57,633
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	12		\$55,584	\$57,889	\$60,194
	13		\$56,694	\$59,085	\$61,474
	14		\$57,805	\$60,282	\$62,757
	15		\$58,914	\$61,474	\$64,037
	16			\$63,098	\$65,745
	17		\$61,648	\$64,719	\$67,452
	18		\$63,014	\$66,342	\$69,160
	19		\$64,379	\$67,964	\$70,868
	20		\$65,745	\$69,587	\$72,575
	21		\$67,112	\$71,209	\$74,282
	22		\$68,478	\$72,832	\$75,991
	23		\$69,844	\$74,454	\$77,699
	24		\$71,209	\$76,076	\$79,406
	25		\$72,633	\$77,598	\$80,994
	26		\$74,086	\$79,149	\$82,614
Schedule B		BA	BA + 15	MA or 36	MA + 30
	32		\$84,486	\$87,653	\$90,279
	33		\$88,118	\$91,421	\$94,161
	34		\$90,974	\$94,386	\$97,212
	35		\$93,251	\$96,745	\$99,645
	36		\$94,136	\$97,631	\$100,528
	37		\$94,136	\$97,631	\$100,528

*This step includes teachers with eleven to sixteen years of experience for 2013-2014.

APPENDIX A
Compensation Schedule for School Psychologists

2012-2013	2013-2014
\$48,344	\$48,344
\$49,966	\$49,966
\$51,588	\$51,588
\$53,207	\$53,207
\$54,825	\$54,825
\$56,445	\$56,445
\$58,063	\$58,063
\$59,684	\$59,684
\$61,303	\$61,303
\$62,950	\$62,950
\$64,713	\$64,713
\$66,525	\$66,525
\$68,389	\$68,389
\$70,301	\$70,301
\$72,272	\$72,272
\$74,293	\$74,293
\$76,376	\$76,376
\$78,514	\$78,514
\$80,710	\$80,710

APPENDIX B**Extra Curricular Salary Schedule**

	1st Step	2nd Step	3rd Step	4th Step	5th Step	6th Step	7th Step	8th Step	9th Step	10th Step	11th Step	12th Step
Athletic Director	2,592	2,757	2,935	3,111	3,286	3,461	3,638	3,821	4,006	4,195	4,391	4,733
Basketball	1,607	1,689	1,779	1,868	1,960	2,052	2,151	2,248	2,346	2,440	2,538	2,836
Wrestling	1,607	1,689	1,779	1,868	1,960	2,052	2,151	2,248	2,346	2,440	2,538	2,836
Soccer	1,190	1,249	1,315	1,379	1,448	1,515	1,587	1,658	1,727	1,799	1,868	1,938
Volleyball	1,407	1,481	1,563	1,643	1,723	1,809	1,896	1,982	2,072	2,159	2,248	2,334
Cross-Country	1,190	1,249	1,315	1,379	1,448	1,515	1,587	1,658	1,727	1,799	1,868	1,938
Choir	2,019	2,080	2,144	2,209	2,273	2,342	2,408	2,472	2,538	2,605	2,672	2,737
Drama	524	561	602	643	682	722	762	802	843	885	926	970
Speech*	524	561	602	643	682	722	762	802	843	885	926	970
Scholastic Bowl	1,407	1,482	1,563	1,643	1,723	1,809	1,896	1,982	2,072	2,159	2,248	2,334
Band	4,036	4,158	4,287	4,416	4,549	4,681	4,814	4,945	5,079	5,211	5,344	5,475
Orchestra	3,709	3,805	3,905	4,011	4,116	4,224	4,329	4,435	4,542	4,646	4,754	4,867
Yearbook	653	705	762	817	874	930	988	1,043	1,098	1,154	1,212	1,272

Insp. Pritz moved seconded by Insp. Dorris to adopt the resolution as presented and recommended. President Pro-Tem directed the roll be called for a vote on the motion and following members voted: Aye: Insp. Dorris, Kim, Ulmer, Guerrero, Pritz, and Ziech. Nays: None. The President Pro-Tem declared the motion carried.

Union President Jeremy Poch and Secretary Stacy Broyles came forward to sign the bargaining agreement.

OTHER – President Pro-Tem stated a Policy Committee meeting was held this evening and Mr. Nick Sakellariou, Chief Legal Officer and Dr. Sandra Thomas, Assistant Superintendent shared information on student discipline and programs.

BOARD COMMENTS – Board Members congratulated both negotiating teams and thanked them for their hard work.

ADJOURNMENT – The meeting was adjourned at 10:26 p.m. on a motion of Insp. Pritz seconded by Insp. Guerrero.

Charyll M. Colstock
Secretary

Approved:

Deborah K. Ziech
President Pro-Tem