

**ELMWOOD PARK
COMMUNITY UNIT
SCHOOL DISTRICT #401
8201 WEST FULLERTON AVENUE
ELMWOOD PARK, ILLINOIS 60707**

AGREEMENT

between the

BOARD OF EDUCATION

and the

ELMWOOD PARK EDUCATIONAL TEAM

**August 19, 2009
2009-2012**

AMENDMENT TO COLLECTIVE BARGAINING AGREEMENT FOR 2009-2012

The Board of Education of Community Unit School District 401 (“the Board”) and the Elmwood Park Educational Team (“EPET”) hereby enter into this Amendment to Collective Bargaining Agreement for 2009-2012.

Recitals

WHEREAS, under the Collective Bargaining Agreement for 2009-2012, the Board agreed to award five (5) additional sick leave days to teachers with more than sixteen (16) years service if such teachers used less than five (5) days during a school year; and

WHEREAS, the Illinois Teachers Retirement System (“TRS”) has advised the Board that such aforementioned award of additional sick leave days would be considered days in excess of the normal annual sick leave allotment if awarded to a teacher in the last four (4) years of employment, thereby subjecting the Board to an employer contribution for such days; and

WHEREAS, TRS would bill the Board for employer contribution for retiring teachers who received the additional days for the 2009-2010 school year; and

WHEREAS, the Board and EPET wish to avoid Board payment of employer contributions to TRS for sick leave considered in excess of the normal annual sick leave allotment.

NOW, THEREFORE, for such good and valuable consideration as the Board and EPET by their approval of this Amendment agree is good and sufficient, the Board and EPET agree as follows.

1. Article VII Leaves, Section A. Sick Leave Days of the Collective Bargaining Agreement for 2009-2012 is hereby revised, effective immediately, as follows:

- A. **Sick Leave Days:** Twelve (12) sick leave days annually shall be granted to all teachers at the beginning of their first (1st) through seventh (7th) year as a teacher in the district. Fifteen (15) days annually will be granted to all teachers in the beginning of their eighth (8th) year through seventeenth (17th) year. Teachers beginning their eighteenth (18th) year or more in the district will be granted twenty (20) days annually. Illness because of pregnancy, both before and after delivery is included within the definition of eligibility for sick leave. Unused sick leave may accumulate without limitation. However, in the event legislation is enacted which restricts the amount of unused accumulated sick days to less than 340, the maximum accumulation hereunder shall be limited to 340 days.

At the beginning of Year	Sick Days
1-7	12 days
8-17	15 days
18 +	20 days

For the 2010-2011 School Year

Teachers beginning their sixteenth (16th) or seventeenth (17th) service year as of July 1, 2010, will receive a normal annual allotment of twenty (20) sick leave days for the 2010-2011 school year only.

Sick leave is defined as time away from work for personal illness, quarantine at home, or serious illness or death in the immediate family or household. Immediate family is parents, spouse, brothers, sisters, children, grandparents, grandchildren, parent-in-law, brothers-in-law, sisters-in-law, and legal guardians.

Teachers receiving workers' compensation from the School District's workers' compensation insurer may retain such compensation and receive payment from the School District for one-half of a day of available sick, personal or other paid leave, less applicable deductions. Upon payment of the employee for any such leave, one-half of a day of the leave will be subtracted from the teacher's corresponding accumulated leave. If no sick, vacation, personal or other paid leave is available; the teacher will not receive any supplemental payment from the School District beyond the workers' compensation check.

2. This Amendment will be in effect for the duration of the Collective Bargaining Agreement for 2009-2012.

Board of Education, CUSD 401

By: Angela Stranges
President

Attest: Susan Capraro
Secretary

Date: 11/17/10

Elmwood Park Educational Team

By: Fateh Saldawi
President

Attest: Sandra A. Valentini
Secretary

Date: 11-23-10

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PREAMBLE

Philosophical Tenets

- A. The Board of Education of Unit District 401, hereinafter referred to as the "Board," and the Elmwood Park Educational Team, hereinafter referred to as the "E.P.E.T.," recognize that the aim of public schools is to provide the best education possible for the youth in the district. Attainment of these educational objectives is a joint responsibility of the Board, the administrative and supervisory staff, and the professional teaching personnel. It is recognized that it is the goal of the Board and E.P.E.T. to commit to the continued improvement of instruction for increased student performance.
- B. It is recognized that the legal responsibility for education is vested in the local Board of Education and responsibility of final decision making cannot be delegated.
- C. It is recognized that teaching is a profession requiring specialized educational qualifications and that the success of the educational program in the district depends upon the maximum utilization of the abilities of the teachers.
- D. It is recognized that the Board and E.P.E.T. will continue to treat the student day as time for instruction of students and that we pledge together to hold that time as critical for the improvement of instruction.
- E. It is recognized that the Board and E.P.E.T. hold the same expectation that teachers will come to school with the expertise and knowledge necessary to teach the District adopted curriculum with the Board providing the materials and training necessary to teach that curriculum within the constraints of the District's resources. Such resources are determined solely by the Board of Education unless otherwise stated in this contract.

ARTICLE I

Recognition

- A. The Board recognizes E.P.E.T. as the sole negotiation agent for full and part-time regularly employed certified personnel hereafter referred to as "teachers," with regard to wages, hours, terms and conditions of employment, except for the Superintendent, Assistant Superintendent, Business Manager, Building Principal(s), Assistant Principal(s), and other administrative positions as well as Substitute Teachers, Health Aides, Teacher Aides with or without teaching certificates, and all certified /non-certified, non-teaching personnel as defined by Public Act 83-1014 and IELRB subsequent rulings, as well as those teachers and other personnel who are employed by any cooperative agency whose duty is to serve the Board.
- B. The term "teacher," when used hereinafter in this agreement, shall refer to all employees represented by E.P.E.T. in the negotiating unit as determined in paragraph "A" above.
- C. The Board agrees not to negotiate with any teacher's organization other than E.P.E.T. for the duration of this agreement unless E.P.E.T. is decertified under provisions in Article IV.
- D. Upon written request to the Superintendent by October 1, a teacher shall have his/her dues for the E.P.E.T., Illinois Education Association and National Education Association deducted pro rata from his/her monthly pay (October - May). If such dues are deducted by the Board from the pay of any personnel and turned over to the E.P.E.T. and personnel does not owe the same, the Board shall not be liable for any refund.

- E. Pro-rata for Part-time Teachers:

Part-time teachers shall receive a pro-rated share of benefits as expressed in this Agreement. Such pro-ration shall be the percentage as determined by their teaching time divided by the normal contractual day for the appropriate position they are in, i.e. early childhood, elementary, middle school or high school. Insurance benefits are not available if the insurance master contract prohibits inclusion in the plan or the teacher is not employed for the minimum required hours during the workday.

ARTICLE II

Definition of Rights and Responsibilities

- A. The Board and E.P.E.T. agree to engage in good faith negotiations conducted by representatives duly designated by each body. The Board reserves unto itself all powers and duties conferred upon and vested in it by the Statutes of the State of Illinois, recognizing that such powers and duties shall be exercised in conformity with the provisions of this agreement.
- B. It is understood that E.P.E.T. and the Board agree that negotiations will encompass the following terms:
 - 1. Negotiating procedures.
 - 2. Salaries and fringe benefits.
 - 3. Related economic conditions of employment.
 - 4. Other conditions of employment covered in this agreement.
 - 5. Grievance procedures.
- C. It is the mutual responsibility of the Board and E.P.E.T. to confer upon their respective representatives the necessary power and the authority to make proposals, consider proposals, make counter-proposals in the course of negotiations, and to reach tentative agreements which shall be presented to the Board and E.P.E.T. for ratification.
- D. Teachers shall have the right to form, join, or assist professional organizations and to participate in negotiations with the Board through representatives of their own choosing. Teachers may refrain from any and all such activities.
- E. E.P.E.T. will cooperate with the Board to secure and maintain fair and just standards of conduct among teachers. To this end E.P.E.T. has established a Professional Growth and Ethics Committee.
- F. E.P.E.T. communications with teachers may be transmitted via designated school bulletin boards, via audio-communications systems at approved times by authorized personnel, via teacher mailboxes (if material is signed), via official daily bulletins and by use of the District e-mail system. E.P.E.T. assumes legal responsibility for official communication pursuant to this section.
- G. E.P.E.T. and its member representatives shall continue to have the right to use the school buildings for meetings.
- H. Duly authorized representatives of E.P.E.T., NEA and IEA shall have the right to transact E.P.E.T. business on school property at times other than the work day with the exception that items of infrequent emergency nature requiring little time may be handled during the school day.

- I. E.P.E.T. upon request shall have access to all regularly and routinely prepared information as well as financial reports of the school district including annual financial statements and adopted budgets.
- J. During the term of this Agreement, neither the Association nor its agents nor any members of the bargaining unit will, for any reason, engage in a strike, concerted activity which would result in a withholding of services, slowdown or disruption of Board business, or, in any other way, interfere with the work and/or statutory functions or obligations of the Board.
- K. The Board retains and reserves the ultimate responsibility for proper management of the School District conferred upon and vested in it by the statutes and Constitutions of the State of Illinois and the United States. The exercise of the Board's statutory and constitutional powers shall be subject to the provisions of law and the express terms of this Agreement. Such rights, unless otherwise specifically restricted by this Agreement remain the prerogative of the Board of Education.

ARTICLE III

E.P.E.T. and Teacher Rights and Responsibilities

- A. E.P.E.T. shall have the right to use District #401 office equipment.
- B. The E.P.E.T. President shall receive copies of the following documents as they are received, completed, or compiled:
 - 1. Agenda for Board meeting;
 - 2. Monthly budget summaries;
 - 3. Board Policy Manual;
 - 4. Annual auditor's report;
 - 5. Current and proposed fiscal budget.

E.P.E.T. may provide input or reaction regarding relevant budget areas, proposed policy revisions, or proposed changes to educational programs. Any information E.P.E.T. desires to present on these topics shall be given in writing to the Superintendent prior to Board action. EPET will make every effort to provide the written information to the Superintendent at least fourteen (14) calendar days prior to Board consideration.
- C. The rights granted herein to E.P.E.T. shall not be granted or extended to any competing teacher organization during the duration of the agreement unless decertified as provided in Article IV.
- D. Items submitted by E.P.E.T. at least seven (7) school days prior to a regular Board meeting will be placed on the agenda. If E.P.E.T. members are present at the Board

meeting, specifically for this item, early consideration of the item will be given when possible. Requests shall be submitted in writing to the Board through the Superintendent. The Superintendent shall communicate the Board's response to E.P.E.T. in writing.

- E. If negotiations have not been completed by August 1, then the Board may issue employment agreements to tenured teachers based on the prior agreement with provisions for incorporating any changes resulting from current negotiations. Nothing in this clause shall restrict the Board's power to issue contracts to newly employed or other non-tenure teachers, prior to August 1, based on the prior agreement with provisions for incorporating any changes resulting from current negotiations.
- F. To promote better communication between E.P.E.T. and the Board, the Board shall produce an adequate number of copies of this agreement which shall be made available by the District office to all certified staff members.
- G. When any teacher is required to appear before the Superintendent, other administrator, Board or any committee thereof, concerning any matter which could adversely affect the continuation of that teacher in his/her office, position of employment or the salary or any increments pertaining thereto, he/she shall be entitled to have a representative of his/her choice at such a meeting.
- H. Except for lunchtime and emergencies, teachers need the authorization of the building principal or designee to leave the building. In all situations when teachers leave the building, they will be signed out in each building's main office and signed back in upon return.
- I. A Workshop, Institute and Calendar Committee will recommend to the Superintendent an outline for staff development programs and changes in the calendar. Once the Board has adopted a calendar for the subsequent year, any changes in that calendar, except for emergencies, will require consultation with the Committee.
- J. A copy of the Board minutes of each Open meeting shall be sent to the designated E.P.E.T. building representative following the Board meeting at which they are approved by the Board.
- K. Names, addresses, salary schedule placement, and tentative assignments of newly employed teachers will be given to E.P.E.T. within ten (10) working days of Board action to employ such staff.
- L. Monthly meetings shall be held between September and May between the Superintendent and designated officers of E.P.E.T. to exchange information and discuss items of concern. More frequent meetings may be scheduled.
- M. Student disciplinary problems are the prime responsibility of the professional staff member in charge or in the immediate vicinity.

- N. Teachers may be assigned to supervise playgrounds and school activities as long as it is part of the defined school day and is assigned on an equitable basis.
- O. The basic school day shall be defined as seven (7) consecutive hours plus lunch; which shall not be less than thirty (30) minutes.

A tentative schedule of times reserved for staff meetings for the year in each building, i.e. general staff, division, teaching area, grade level - will be issued at the opening of school. Meetings will be called as needed during these reserved times.

Teachers selected by the building principal will be required to supervise students as needed at officially designated parent-teacher meetings. Compensation for this supervision shall be the rate agreed upon in Article XIII. It is recognized as a good administrative practice to notify staff of tentative supervisory assignments two weeks prior to the event. Emergencies will be recognized as being exceptions.

In addition, teachers recognize the need for attendance at officially designated parent-teacher meetings, as announced at the beginning of the school year.

- P. Grade School E.P.E.T. Representatives, or their designee, will not be responsible for supervision before or after the student's school day. (Limit of one per building.)
- Q. Compensation for pre-school workshops days will be provided by law (1/185 per day). Teachers will be allowed some time to work in their own rooms. Attendance at these workshop days is optional. Compensation will not be paid if there are no such pre-school workshop days designated.
- R. At the time any material is placed in a teacher's personnel file, a copy of such material shall be provided the teacher. If the teacher disagrees with any material in the personnel file, the teacher may attach a written statement to such material within ten (10) days of the day the teacher became aware such material has been placed in his/her personnel file. Upon written request to the Superintendent, a teacher shall be permitted to inspect and reproduce anything in his/her personnel file.
- S. Student teachers may be assigned only at the option of the teacher. Arrangements will be made with the supervising teacher prior to the arrival of the student teacher.
- T. **Fair Share Agreement**
 - 1. Each bargaining unit member, as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Association or pay a fair share fee to the Association equivalent to the amount of dues uniformly required of members of the association, including local, state and national dues.

2. In the event that the bargaining unit member does not pay his/her fair share fee directly to the Association by a certain date as established by the Association, the Board shall deduct the fair share fee from the wages of the non-member.
3. Such fee shall be paid to the Association by the Board no later than ten (10) days following deduction.
4. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
 - (a) the Employer gives immediate notice of such action in writing to the Association and permits the Association intervention as a party if it so desires, and
 - (b) the Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.
5. The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's non-negligent compliance with this Article.

It is expressly understood that this save harmless provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.

6. The obligation to pay a fair share fee will not apply to any Employee who, on the basis of a bona-fide religious tenet or teaching of a church or religious body of which such Employee is a member or a belief sincerely held with the strength of traditional religious views, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collection of the entire fee, the Association will make payment on behalf of the Employee to a mutually agreeable non-religious charitable organization as per E.P.E.T. policy.

U. Job Sharing

Job sharing is defined as a voluntary opportunity for two tenured teachers to share one full-time equivalent teaching position for a full school year.

Requests for Job Sharing

Teachers requesting a job share position must fill out a Job Share Plan Approval Form. The plan must be submitted to the Principal and Superintendent by February 15 of the preceding school year for which the job-sharing is requested. The Superintendent will inform the participants by March 10 whether or not the plan will be recommended to the Board for approval.

The Superintendent, after consultation with the teachers and the Principal, will establish guidelines for the implementation of the plan.

Participants in job sharing positions will receive benefits on a pro-rated basis. Seniority is gained on a pro-rated basis.

Job sharing plans shall be considered and approved on a yearly basis.

ARTICLE IV

Representation Election

- A. An organization challenging the E.P.E.T. must submit evidence that it has at least 30% of the teachers in the negotiating unit as members. Such proof of membership shall be verified by affidavit filed by the President of the challenging organization and shall be subject to the examination of the president of E.P.E.T. This evidence shall be filed with the Secretary of the Board between September 15 and November 1 of the school year in which this agreement terminates. There shall be no more than one such referendum during a school term.
- B. If such evidence of membership is deemed valid a referendum shall be held within sixty (60) days of the filing of the challenge. If the election is certified as valid, the organization receiving a majority of the votes cast in any such referendum shall be declared the exclusive organization for those staff members desiring group representation.
- C. All matters pertaining to the election shall be mutually established by E.P.E.T., the challenging organization, and the Board of Education. Upon failing to reach agreement within fifteen (15) days following the validation of the petition the issues in dispute shall be submitted to the American Arbitration Association for final and binding arbitration in accordance with its rules.
- D. Cost of the election shall be paid by the challenging organization.

ARTICLE V

Grievance Procedures

A. Definition

A grievance is defined as a written complaint or claim by E.P.E.T., or a teacher that there has been a violation, misinterpretation, or misapplication of any provisions of this Agreement. The written grievance submitted as Step I (Supervisor) shall include a statement of the facts, which the grievant alleges supports the grievance.

B. Representation

The Board acknowledges the right of a grievant to be assisted by the Association at any step of the grievance procedure. The Association acknowledges the right of any member of the Administration to receive assistance as desired at any step of the grievance procedure. At any step of the grievance procedure prior to Step 3, the grievant may maintain the grievance without assistance or representation. The Association may state its views regarding the resolution or adjustment of any grievance where the Association is not representing the grievant.

C. Time Limits

After the conclusion of the regular school calendar, all time guidelines herein expressed as school days shall be business days. A business day is defined as a day on which the District Administrative Office is open for business. Unless time limits are extended by mutual written consent of the grievant and the Superintendent, the failure of the grievant or the Association, when representing the grievant, to act on a grievance within the prescribed time limits will act as a bar to any further appeal. An Administrator's failure to give a decision within the prescribed time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual written consent. A grievance may be withdrawn at any time during the procedure.

D. Procedures

Informal Step: The grievant or the Association shall attempt to resolve any grievance in informal discussion with his/her Supervisor prior to filing his/her grievance in writing. A grievance involving the act of any Administrator above such level shall initially be filed at Step 2 of the grievance procedure, after the grievant has first consulted the involved Administrator.

Step 1 (Supervisor): If the grievance cannot be resolved informally, the grievant shall present the grievance in writing to the employee's Supervisor no later than fifteen (15) school days after the occurrence of the matter to be grieved. The Supervisor shall conduct a meeting within ten (10) school days after receipt of the grievance with the grievant and the Association and any person whose assistance the Supervisor requests.

The Supervisor shall have ten (10) school days following the meeting in which to provide his/her written memorandum setting forth the disposition of the grievance to the grievant and the Association. Such memorandum shall contain the reasons upon which the disposition of the grievance is based.

Step 2 (Superintendent): If the grievant is not satisfied with the disposition of the grievance at Step 1, or if Step 1 time limits expire without the issuance of the Supervisor's memorandum, the grievant may submit the grievance to the Superintendent in writing within fifteen (15) school days of the issuance of the Supervisor's decision or the expiration of the time for the issuance of a decision. The Superintendent or his/her designee shall within ten (10) school days conduct a meeting and the same parties may be present as were present in Step 1. The Superintendent or his/her designee shall have ten (10) school days following the meeting in which to provide his/her written memorandum, setting forth the disposition of the grievance to the grievant. Such memorandum shall contain the reasons upon which the disposition for the grievance is based.

Step 3 (Arbitration): If the grievance is not resolved satisfactorily at Step 2, there shall be available a third step of impartial binding arbitration. The Association shall submit a written request for arbitration to the American Arbitration Association within fifteen (15) school days of issuance of the Step 3 memorandum of disposition. An Arbitrator shall be selected from the American Arbitration Association in accordance with its voluntary labor tribunal rules.

Each party shall be entitled to representation and witnesses. Questions of arbitrability shall be decided by the arbitrator as a preliminary matter prior to convening the hearing on the merits of the employee's claim. The arbitrator shall have no power to amend, modify, nullify, ignore, add or alter the terms of this Agreement, nor to make any award void or prohibited by law (statutory, decisional, or regulatory).

The cost of the arbitrator shall be shared equally by the Association and the Board. Should either party request a transcript of the proceedings, that party will bear the cost of the transcript. If the arbitrator should request a transcript of the proceedings, the cost thereof shall be shared equally by the Association and the Board.

E. Released Time

Should the investigation of any grievance require, in the sole judgment of the Superintendent, that an employee be released from his/her regular assignment, he/she will be released without loss of pay or benefits. Should the maintenance or conduct of any arbitration hearing require the presence and testimony of a bargaining unit employee, such employee shall be released without loss of pay or benefits.

F. No Reprisals

The Board agrees to take no reprisals against any person for his/her participation in the grievance process. The Association agrees to take no reprisals against any person because of his/her participation or refusal to participate in the grievance process.

ARTICLE VI

Academic Freedom

- A. Teachers shall have academic freedom in the District. Academic freedom shall mean that teachers are free to present instructional materials which are pertinent to State Standards, College Readiness Standards and/or grade level taught, and subject taught, within the outlines of appropriate course content and within the planned curriculum and instructional program, as determined by normal administrative procedures. All facts of controversial issues shall be presented in a scholarly and objective manner within the limits of appropriate pedagogical discretion and propriety. Teachers shall be entitled to freedom of discussion within the classroom on all matters which are relevant to the subject matter under study and within their area of professional competence.
- B. Teachers shall, where appropriate, involve the students actively in the planning and evaluation of subject matter.
- C. Notification will be made to the administration whenever a teacher intends to include into course coverage units which might reasonably be anticipated to be controversial.

ARTICLE VII

Leaves

- A. **Sick Leave Days:** Twelve (12) sick leave days annually shall be granted to all teachers with less than eight (8) years of service in the district. Teachers with eight (8) or more years of service in the district will be granted fifteen (15) days annually. Teachers with sixteen (16) or more years of service in the district will be awarded five (5) additional sick days, (credited in the next year) if teacher uses less than five (5) sick days during previous year. Illness because of pregnancy, both before and after delivery is included within the definition of eligibility for sick leave. Unused sick leave may accumulate without limitation. However, in the event legislation is enacted which restricts the amount of unused accumulated sick days to less than 340, the maximum accumulation hereunder shall be limited to 340 days.

Years of Service	Sick Days
1-7	12 days
8+	15 days
16 +	Less than 5 days used, add 5 extra days to the next year

Sick leave is defined as time away from work for personal illness, quarantine at home, or serious illness or death in the immediate family or household. Immediate family is parents, spouse, brothers, sisters, children, grandparents, grandchildren, parent-in-law, brothers-in-law, sisters-in-law, and legal guardians.

Teachers receiving workers' compensation from the School District's workers' compensation insurer may retain such compensation and receive payment from the School District for one-half of a day of available sick, personal or other paid leave, less applicable deductions. Upon payment of the employee for any such leave, one-half of a day of the leave will be subtracted from the teacher's corresponding accumulated leave. If no sick, vacation, personal or other paid leave is available; the teacher will not receive any supplemental payment from the School District beyond the workers' compensation check.

Sick Leave Bank: The Board agrees to establish a Sick Leave Bank for regularly employed full time/part time teachers. The Bank is established for use by teachers who experience a long-term illness. The Bank shall be administered by a committee of E.P.E.T. bargaining unit members subject to the following restrictions:

- a) Membership in the Sick Leave Bank is voluntary. All teachers wishing to join the Sick Leave Bank must donate two (2) sick days annually until the Bank achieves a total of 300 available days. Participating teachers may be required annually to donate days to the Bank to insure that the Bank has a total of 300 days available at the start of each school year. Only those teachers who make the required donation shall be allowed to participate in the use of the Bank. Any teacher who has not previously elected to participate may elect to do so during the September 1 – 15 annual window to elect participation.
- b) A teacher may not withdraw days from the Bank until all of the teacher's own accrued paid leave (sick, vacation, personal, etc.) has been exhausted and the teacher has spent three additional working days without pay.
- c) No teacher may receive more than thirty (30) days from the Sick Leave Bank during any given school year.
- d) Part-time teacher benefits and contributions will be prorated.

B. Bereavement Days:

- Five (5) consecutive bereavement days will be granted annually for the death of a parent, spouse, or child.
- One (1) bereavement day will be granted per occasion for the death of other immediate family members of teacher or spouse. Immediate family is defined in sick leave. Up to five (5) days will be granted annually.
- Use of sick time is permitted if additional days are needed.

C. **Personal Days:** Two days annually shall be granted as Personal Days. Personal days are to be used for personal business that can not be done outside of school hours. These days are recognized as "personal" days; therefore, a reason need not be stated on the application form. Unused Personal Days shall accumulate as Sick Leave.

1. Where forty-eight hour prior notice is possible, teacher shall make application, route it through the building principal for consultation and acknowledgement and his/her forwarding it to the Superintendent.
2. If forty-eight hour notice is not possible, teachers shall route application through the building principal for his/her acknowledgement and his/her contacting the Superintendent's office by telephone to make necessary arrangements.
3. Personal Days may be granted the day before or the day after a school holiday as long as the number does not exceed 5% of teachers in an individual building. Such number shall be rounded up.
4. A third day, which shall be non-cumulative, may be granted at the discretion of the Superintendent. Teachers requesting such additional day must provide a reason in writing for this day. An amount equal to the base pay of the substitute will be deducted from the teacher's pay.

A third or fourth day of personal leave, neither of which shall be cumulative, may be granted in the case of emergency. The term "emergency" is defined as unforeseen circumstances beyond the control of the teacher. In such circumstances, the teacher is not required to provide prior written notice of the need for the day(s), but shall provide notice and reason to the Superintendent as soon as practicable. The Superintendent may grant such third or fourth day at his/her discretion. An amount equal to the base pay of the substitute for the third and/or fourth day will be deducted from the teacher's pay.

5. Personal Days may not be used the day before or the day of any state or state-required local assessment testing.
6. In the event a teacher desires to use a personal day on a scheduled teacher institute day, the teacher must receive prior written approval from the Superintendent or his designee.

D. **Jury Duty**

Teachers selected for jury duty are expected to serve unless disqualified and will not be penalized in loss of pay, sick days, or other benefits for absences in such service provided a statement from the court, certifying the days of service is filed with the Board. Per Diem remuneration received by the teacher from the courts is to be paid to the Board.

E. Other Leave

1. For tenured teachers, leaves of absence beginning at the start of the year or semester and ending at the end of the year or semester may be granted by the Board. Notification of intention to take leave must be made to the Superintendent sixty (60) days prior to the beginning of the leave.
2. Leaves for medical reasons will be granted by the Board.
3. Special requests from teachers for leaves of absences at unusual times or for special purposes may be granted by specific action of the Board in response to a request submitted in writing and subject to such conditions as the Board may stipulate. Effective dates shall be mutually agreed upon by the Board and the teacher. Such leaves may extend over more than one school year and shall not exceed two school years. A teacher may terminate a leave and return to work at the beginning of a school term or other date previously agreed upon by the Board and the teacher.
4. Maternity/Paternity/ Childrearing Leave: A teacher, male or female, may be eligible for maternity/ paternity/ childrearing leave without pay or other benefits. In order to be eligible for leave, the teacher must complete the leave form.
5. Leave for the purpose of caring for a member of a teacher's immediate family or household will be granted.
6. Conditions of Leave:
 - a. Leaves of absence will be without pay during such leave, and the employee will not move vertically on the salary schedule.
 - b. While on leave, the employee may continue to participate in the District's group health insurance plan, provided the employee pays the full premium.
 - c. Granting of one leave request will not prejudice the teacher's status with respect to any other leave request.
 - d. Except for leaves for medical or maternity, no leave shall be for more than two consecutive years.
 - e. The failure of the teacher to give timely written notice of intent to return to service as specified by the terms of the leave will be treated as a voluntary resignation. A statement of intent to return from leave must be made in writing by the teacher prior to December 1 for a first semester leave and prior to the second Monday in March for a second semester or full year leave.
 - f. No seniority shall accrue during a leave of absence.

7. Return from Leave:

- a) Upon return from leave, the teacher will be assigned a teaching position equivalent to the position they were assigned prior to leave. The term “equivalent position” shall mean any position for which an eligible employee is legally qualified with compensation and benefits equal to or better than the compensation and benefits received by an eligible employee prior to being granted a leave under this section.

F. Professional Leave

Provisions will be made for teachers to attend pre-approved activities related to all their contractual assignments. The annual building budget shall include provisions for the reimbursement of reasonable and proper expenses incurred by teachers in attending and traveling to and from pre-approved activities and for substitutes as necessary according to the Policy and Practices of the building and/or District. It is understood that the Superintendent and/or designee has the authority to approve or disapprove an activity.

G. Family and Medical Leave Act (FMLA)

Employees will be eligible for and have access to leave under the Family Medical Leave Act, as amended, as provided in the Act. The Board’s Family and Medical Leave Act policy shall be included in the Board Policy Manual. Required FMLA notices shall be posted at the District’s schools where they may be readily seen by employees.

The FMLA form can be obtained on the District’s intranet.

H. E.P.E.T. Leave

The E.P.E.T. shall be allotted six (6) days, annually, which may be used for attendance at State or National meetings sponsored by the Illinois Education Association or National Education Association. Such days must be used within the year they are granted and shall not be cumulative.

ARTICLE VIII

Hiring and Transfer of Personnel

A. **Evaluation:** The Evaluation instrument must be ratified separately by the Association and is part of this Agreement. It is located on the District's Intranet.

B. **Vacancies**

A vacancy is defined as a position requiring certification without an assigned teacher.

All vacancies in bargaining unit positions shall be posted during the school year on the District website and on the bulletin board in each school's main office. Posting shall be for a minimum of ten (10) school days, provided, however, that any such vacancies may be filled on a temporary basis until a final decision is made on filling the vacancy.

Teachers desiring to apply for a vacancy shall file a written application with the Superintendent or designee within the time limit specified in the posting.

If a unique circumstance occurs, an agreement can be reached between E.P.E.T. and the Superintendent or designee to shorten the posting period. Posting of vacancies will be available online and through the district office.

C. **Voluntary Transfers**

Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent or his/her designee and must complete the online short form application process. Such written statement shall include the grade and/or subject to which the teacher desires to be transferred, in order of preference. When a vacancy occurs in a position such statements shall be considered in making teacher assignments. To increase teacher opportunities, teachers are encouraged to submit requests for transfers and reassignments for the following year as soon as March 1 for the first semester and November 1 for the second semester. The Superintendent and/or designee will make the final determination of teacher placement in the principal's attendance center.

D. **Involuntary Transfers**

When the Administration determines that staffing requires that teachers be transferred from one building to another, the requirements of the position and the qualifications of the individuals will be considered.

E. **Seniority**

A seniority list showing years of District service shall be prepared by February 1, annually, and given to the E.P.E.T. President. Seniority is determined by an employee's full time or part time service. Beginning with the 1994-1995 school year, upon

retirement, resignation or leave of absence seniority will continue to be kept in escrow for up to five years. Leaves of absence will be included in the five-year escrow. It is the teacher's responsibility to point out misinformation in the seniority list by March 1 of the same school year.

ARTICLE IX

Other Conditions of Employment

A. Teacher Work Space

Consistent with the reasonable needs of the Board, space utilized as teacher work space shall not be decreased.

B. Teacher Notification

Every effort will be made to provide a teacher official notice of his/her basic teaching assignment for the forthcoming school year no later than May 1 except at the high school. In the event of change in such assignment, the teacher affected shall be notified promptly.

C. Class Size

The Board is committed to quality education within the constraints of its budget. The Board recognizes that there are many varied and special needs of the student population, i.e. Special Education, English as a Second Language, Bi-lingual, Behavior Disordered, Learning Disabled, and other officially designated students, and therefore realizes that those needs must be dealt with by maintaining appropriate class sizes. The Board agrees to attempt to observe (within reasonable limits) reasonable class sizes subject to space availability, installation of pilot or innovative programs, budgetary limitations, and availability of teachers or necessary funds. The goal of the Board is to maintain average class size as follows: grades K-3, less than 25:1; grades 4-6, less than 30:1. Middle school and senior high class sizes, in academic areas, as a result of their special configurations and team approaches will remain approximately at the same level as the previous year subject to budgetary constraints, staff availability, innovative and/or pilot programs, and necessary funds. If the class size exceeds the above number, the teacher, the team, the principal, and the superintendent and/or designee will meet to explore and consider options. This action may be initiated by any of the above persons. At all times the Board reserves the right to offer or not to offer certain course(s).

D. Reduction in Force

If a teacher in contractual continued service is removed or dismissed as a teacher of a decision of the Board to decrease the number of teachers employed by the Board or to discontinue some particular type of teaching service, written notice shall be given to the teacher by certified mail, return receipt requested, or personal delivery, at least sixty (60) days before the end of the school term, together with a statement of honorable dismissal and the reason therefore, and in all such cases the Board shall first remove or dismiss all teachers who have not entered upon contractual continued service before removing or dismissing any teacher who has entered upon contractual continued service and who is legally qualified to hold a position currently held by a teacher who has not entered upon contractual continued service. As between teachers who have entered contractual continued service, the teacher or teachers with the shorter length of continued service with the District shall be dismissed first unless an alternative method of determining the sequence of dismissal is established in a collective bargaining agreement or contract between the Board and a teacher organization and except that this provision shall not impair the operation of any affirmative action program in the District, regardless of whether it exists by operation of law or is conducted on a voluntary basis by the Board. If the Board has any vacancies for the following school term, or within one calendar year from the beginning of the following school term, the positions thereby becoming available shall be tendered to the teachers so removed or dismissed so far as they are legally qualified to hold such positions.

Whenever the number of honorable dismissal notices based upon economic necessity exceeds five (5) or one-hundred-fifty percent (150%) of the average number of teachers honorably dismissed in the preceding three (3) years, whichever is more, then the Board shall hold a public hearing on the question of the dismissals. Following the hearing and Board review, the action to approve any such reductions shall require a majority vote of the Board members.

Legally Qualified shall be defined as all statutory and regulatory prerequisites for teaching a particular subject or grade, including but not limited to, the certification requirements of Article 27 of The School Code and the academic experience requirements of the State Board of Education Document No. 1 (or its successor or supplementary requirements) in effect at the time of dismissal and/or recall.

Disputes as to the application of this provision will not be subject to Article V, Professional Grievance Procedure, but may be litigated in the courts of the State of Illinois.

Non-tenured teachers shall receive 45 days' written notice of non-renewal. Any such notice shall be by certified mail at least 45 days before the end of the school year.

E. In-school Substitution

All teachers who are required by their principal to serve as an internal teacher substitute, which results in the loss of the teacher's planning period, shall be compensated at the rate of \$45.00 per hour.

F. Working Conditions

The teacher work day shall consist of seven and one-half consecutive hours of which thirty minutes shall be a duty free lunch period. At the middle school level, the three hundred ten minutes (310) of daily instructional time may include up to ten (10) minutes per day of alternative instructional activities to be determined collaboratively by the Principal and middle school staff. These activities will focus on providing teachers with time to communicate and work with students and/or parents. The teacher instructional day at all levels shall be three hundred, ten (310) minutes. The teacher preparation/planning time shall consist of a minimum of forty (40) continuous minutes for the elementary staff, a minimum of eighty (80) continuous minutes for the middle school staff, and a minimum of eighty-five (85) continuous minutes for the high school staff, each of which will take place within the student day. Teachers will have no more than ten (10) administratively scheduled meetings per month. During months which are not fully used for teacher/student attendance (i.e. August, December, April, or June), the number of such meetings will be determined by prorating the 10 meetings by the number of work weeks available in such months. Additional meetings will be scheduled only in emergency situations. Every teacher is expected to be available to provide hall and washroom supervision during passing time. Every high school teacher shall be available the first five minutes of his or her preparation/planning time to provide supervisory functions as described and assigned by the building principal. In the event the Board desires to change the structure of the high school schedule during the term of this agreement, the Board and E.P.E.T. will engage in good faith negotiations over the proposed change(s).

G. Traveling Teacher

Traveling teachers do not have supervisory duties on the days they travel and are compensated for mileage at the I.R.S. rate. Reimbursements must be submitted to the district office quarterly. Traveling teacher is defined as one who teaches in more than one building in a day.

Salary Schedule School Year 2009-2010
Does not include TRS

Step	B	B+15	M	M+15	M+30	M+45
1	37814	39705	41596	43486	45378	47268
2	39705	41596	43486	45378	47268	49158
3	41596	43486	45378	47268	49158	51050
4	43486	45378	47268	49158	51050	52940
5	45378	47268	49158	51050	52940	54831
6	47268	49158	51050	52940	54831	56722
7	49158	51050	52940	54831	56722	58612
8	51050	52940	54831	56722	58612	60503
9	52940	54831	56722	58612	60503	62394
10	54831	56722	58612	60503	62394	64285
11	56722	58612	60503	62394	64285	66175
12		60503	62394	64285	66175	68065
13		62394	64285	66175	68065	69957
14			66175	68065	69957	71847
15			68065	69957	71847	73739
16			69957	71847	73739	75629
17			71847	73739	75629	77519
18			73739	75629	77519	79410
19			75629	77519	79410	81301
20			77519	79410	81301	83192
21			79410	81301	83192	85083

Longevity:

For teachers at the 21st step add: 3446

For teachers at the 26th step add: 3319

2009-10: 180 Teacher Attendance Days

176 student contact days

2 teacher institute days

2 parent-teacher nights

5 Emergency Days are included (used only as needed)

**Salary Schedule School Year 2009-2010
Includes TRS for Informational Purposes Only**

Step	B	B+15	M	M+15	M+30	M+45
1	41554	43631	45710	47787	49866	51943
2	43631	45710	47787	49866	51943	54020
3	45710	47787	49866	51943	54020	56099
4	47787	49866	51943	54020	56099	58176
5	49866	51943	54020	56099	58176	60254
6	51943	54020	56099	58176	60254	62331
7	54020	56099	58176	60254	62331	64409
8	56099	58176	60254	62331	64409	66487
9	58176	60254	62331	64409	66487	68564
10	60254	62331	64409	66487	68564	70643
11	62331	64409	66487	68564	70643	72720
12		66487	68564	70643	72720	74797
13		68564	70643	72720	74797	76876
14			72720	74797	76876	78953
15			74797	76876	78953	81031
16			76876	78953	81031	83109
17			78953	81031	83109	85186
18			81031	83109	85186	87264
19			83109	85186	87264	89341
20			85186	87264	89341	91420
21			87264	89341	91420	93497

Longevity:
 For teachers at the 21st step
 add: 3787
 For teachers at the 26th step
 add: 3647

2009-10: 180 Teacher Attendance Days

176 student contact days

2 teacher institute days

2 parent-teacher nights

5 Emergency Days are included (used only as needed)

**Salary Schedule School Year 2010-2011
Does not include TRS**

Step	B	B+15	M	M+15	M+30	M+45
1	39043	40995	42948	44900	46852	48804
2	40995	42948	44900	46852	48804	50756
3	42948	44900	46852	48804	50756	52709
4	44900	46852	48804	50756	52709	54660
5	46852	48804	50756	52709	54660	56613
6	48804	50756	52709	54660	56613	58565
7	50756	52709	54660	56613	58565	60517
8	52709	54660	56613	58565	60517	62470
9	54660	56613	58565	60517	62470	64421
10	56613	58565	60517	62470	64421	66374
11	58565	60517	62470	64421	66374	68326
12		62470	64421	66374	68326	70278
13		64421	66374	68326	70278	72230
14			68326	70278	72230	74182
15			70278	72230	74182	76135
16			72230	74182	76135	78087
17			74182	76135	78087	80038
18			76135	78087	80038	81991
19			78087	80038	81991	83943
20			80038	81991	83943	85896
21			81991	83943	85896	87848

Longevity:

For teachers at the 21st step add: 3558

For teachers at the 26th step add: 3427

2010-11 : 182 Teacher Attendance Days

176 student contact days

2 teacher institute days

2 parent-teacher nights

2 non-student work days

5 Emergency Days are included (used only as needed)

Salary Schedule School Year 2010-2011
Includes TRS for Informational Purposes Only

Step	B	B+15	M	M+15	M+30	M+45
1	42905	45050	47196	49340	51486	53631
2	45050	47196	49340	51486	53631	55776
3	47196	49340	51486	53631	55776	57922
4	49340	51486	53631	55776	57922	60066
5	51486	53631	55776	57922	60066	62212
6	53631	55776	57922	60066	62212	64357
7	55776	57922	60066	62212	64357	66502
8	57922	60066	62212	64357	66502	68648
9	60066	62212	64357	66502	68648	70793
10	62212	64357	66502	68648	70793	72939
11	64357	66502	68648	70793	72939	75083
12		68648	70793	72939	75083	77228
13		70793	72939	75083	77228	79374
14			75083	77228	79374	81519
15			77228	79374	81519	83665
16			79374	81519	83665	85810
17			81519	83665	85810	87954
18			83665	85810	87954	90100
19			85810	87954	90100	92245
20			87954	90100	92245	94391
21			90100	92245	94391	96536

Longevity:

For teachers at the 21st step add: 3910

For teachers at the 26th step add: 3766

2010-11 : 182 Teacher Attendance Days

176 student contact days

2 teacher institute days

2 parent-teacher nights

2 non-student work days

5 Emergency Days are included (used only as needed)

Salary Schedule School Year 2011-2012
Does not include TRS

Step	B	B+15	M	M+15	M+30	M+45
1	40312	42327	44344	46359	48375	50390
2	42327	44344	46359	48375	50390	52405
3	44344	46359	48375	50390	52405	54422
4	46359	48375	50390	52405	54422	56437
5	48375	50390	52405	54422	56437	58453
6	50390	52405	54422	56437	58453	60468
7	52405	54422	56437	58453	60468	62484
8	54422	56437	58453	60468	62484	64500
9	56437	58453	60468	62484	64500	66515
10	58453	60468	62484	64500	66515	68531
11	60468	62484	64500	66515	68531	70546
12		64500	66515	68531	70546	72562
13		66515	68531	70546	72562	74578
14			70546	72562	74578	76593
15			72562	74578	76593	78609
16			74578	76593	78609	80625
17			76593	78609	80625	82640
18			78609	80625	82640	84656
19			80625	82640	84656	86671
20			82640	84656	86671	88687
21			84656	86671	88687	90703

Longevity:

For teachers at the 21st step add: 3674

For teachers at the 26th step add: 3538

2011-12 : 182 Teacher Attendance Days

176 student contact days

2 teacher institute days

2 parent-teacher nights

2 non-student work days

5 Emergency Days are included (used only as needed)

**Salary Schedule School Year 2011-2012
Includes TRS for Informational Purposes Only**

Step	B	B+15	M	M+15	M+30	M+45
1	44299	46514	48729	50944	53160	55374
2	46514	48729	50944	53160	55374	57588
3	48729	50944	53160	55374	57588	59804
4	50944	53160	55374	57588	59804	62019
5	53160	55374	57588	59804	62019	64234
6	55374	57588	59804	62019	64234	66449
7	57588	59804	62019	64234	66449	68663
8	59804	62019	64234	66449	68663	70879
9	62019	64234	66449	68663	70879	73093
10	64234	66449	68663	70879	73093	75309
11	66449	68663	70879	73093	75309	77524
12		70879	73093	75309	77524	79738
13		73093	75309	77524	79738	81954
14			77524	79738	81954	84168
15			79738	81954	84168	86384
16			81954	84168	86384	88598
17			84168	86384	88598	90813
18			86384	88598	90813	93029
19			88598	90813	93029	95243
20			90813	93029	95243	97459
21			93029	95243	97459	99673

Longevity:

For teachers at the 21st step add: 4037

For teachers at the 26th step add: 3888

2011-12 : 182 Teacher Attendance Days

176 student contact days

2 teacher institute days

2 parent-teacher nights

2 non-student work days

5 Emergency Days are included (used only as needed)

ARTICLE XI

Compensation Schedule Explanations

A. Compensation Placement

Teachers will be placed on the compensation schedule at the highest full-earned step. Fractional years shall be cumulative. All compensation guide placements must be made as of September 1 each year. In order to advance one step on the Agreement's salary schedules, a teacher must work at least 91 teacher attendance days of the preceding school year.

Teaching experience credit will be granted under the following conditions:

Teaching experience credit shall be granted on the salary schedule for complete semesters of teaching experience outside the District in units of one year.

The maximum experience allowable on the salary schedule for teaching experience outside the school district is five (5) years. The Board reserves the right to judge the qualifications of prospective new faculty and to make placement on the salary schedule as meets the needs of and are in the best interests of the District.

The Board of Education upon the recommendation of the Superintendent of Schools may make exceptions to the rule of complete semesters for experience within the District by granting teacher experience credit for less than a complete semester if the situation is in the best interest of the District as determined by the Superintendent.

Teaching experience credit in institutions other than the public school system of the United States shall be granted if the teacher was required to have a college degree for the position in our school system and the work load was comparable to the position open in our school system. However, the Board also reserves the right to judge the qualifications of prospective faculty and to make placement on the schedule as meets the needs of and are in the best interests of the District.

Military Service	Two years maximum for new employees or whatever the law provides for employees returning from military leave.
Industrial-Business	Three years maximum (if experience is applicable to assignment).

B. Credit Hour Reporting

For advancement on the salary schedule, teachers should not enroll in coursework until approval is obtained from superintendent or designee (see the District's Intranet for the approval form).

For professional development to be meaningful and creditable on the salary schedule, coursework should demonstrate a degree of rigor and indicate potential impact on student achievement and/or be related to the teacher's area of concentration or area presently teaching. The coursework or programs should be taken through an accredited college or university, and should be at the graduate level. Master's Degree, C.A.S., and Doctoral programs may be pre-approved in their entirety, rather than on a class-by-class basis.

For coursework to be counted on the salary schedule for a given school year, written proof must be submitted by September 1. Graduate level work completed after September 1 will be reflected in the compensation of the following year. Official transcripts certified by a recognized official of the college or university must be delivered to the district office in a sealed envelope. It is the responsibility of the teacher to submit transcripts and to keep such records up to date.

Undergraduate courses may count for salary schedule credit with the prior approval of the Superintendent or designee.

Any teacher who acquires certification from the National Board for Professional Teaching Standards will be paid an annual stipend of \$3,000 over and above the State of Illinois stipend for each year such certification is maintained. Additionally, the Board will reimburse the teacher for costs incurred in securing such certification, not to exceed \$3,000.

C. Payroll

All teachers will be paid twice each month on the fifteenth day and the last day of the month. If the pay day falls on a weekend, or teacher non-attendance day, the check will be available on the last teacher attendance day prior to that pay date.

At the start of each school year, each teacher shall have the option of receiving the balance of pay on the last regular school day or employees may receive summer pay on regularly scheduled pay dates.

D. Additional Work

Teachers sponsoring any project requested in writing by a building principal and approved by the Superintendent as being above and beyond the contract agreement shall be reimbursed at an agreed amount current for comparable responsibilities.

E. Retirement Incentive Program

1. Eligibility

Effective and available at the start of the 2009-2010 school year, a voluntary retirement program will be available to teachers who have reached or who will reach the age of sixty (60) or who have at least thirty-five (35) years of creditable service in the Teacher's Retirement System. Additionally, to participate in this program a teacher must have at least fifteen (15) years of continuous teaching experience as of the date of retirement in the School District.

2. Benefit

Teachers requesting retirement must notify the Superintendent in writing before July 1, up to four (4) school years preceding the retirement date with an irrevocable notice of intent to retire. The Board then agrees to increase the total T.R.S. creditable earnings the teacher receives from the District, by six percent (6%) for each of up to the retiree's final four (4) years of teaching prior to retirement, said increase not to exceed twenty-four (24%). The teacher's creditable earnings will be increased by six percent (6%) for the school year following receipt of the teacher's irrevocable notice of intent to retire. A teacher will not be eligible to participate in the retirement incentive program if she/he did not provide notice of intent to retire for any of his/her last four (4) years of employment and she/he received an increase in creditable earnings in excess of six percent (6%) for such year (s).

In the event that a teacher does not perform Extra Duty(ies) provided during the prior school year, the prior year's creditable earnings enhanced by six percent (6%) will be reduced by the current amount of the stipend(s) no longer earned by the teacher.

For teachers retiring under the above plan at the end of the 2009-2010 school year and thereafter, the Board will contribute up to \$5,000 per year for five (5) consecutive years following retirement towards the cost of the teacher's health insurance under the Teachers' Retirement Insurance Program ("TRIP"). If a teacher opts out of TRIP, the teacher will receive a payment of \$5,000 from the district during October for the first five years following the effective date of retirement. A teacher retiring under a prior collective bargaining agreement may continue to participate in the District's health plan as provided by the retirement incentive program at the time the teacher retired. Additionally, this sub-section is not subject to the grievance procedure.

3. Miscellaneous

- a. In the event of changes in the Teacher Retirement System rules and regulations on the State pension law that would require the Board to pay more than the value of the benefits contained above, the Board and E.P.E.T. will meet and agree on changes necessary to maintain the above benefits without additional cost to the Board. In no event will the Board pay less than the value of the benefits contained above.
- b. This Retirement Incentive Program shall only be available for teachers whose effective retirement date is no later than June 30, 2016, but shall be subject to negotiations by the Parties in any subsequent agreement.
- c. The Board may limit the number of approved retirement requests to thirty percent (30%) of those eligible. Any such limitation shall be on the basis of seniority.

4. Lump Sum Severance Payment for Service

A teacher who is eligible for the retirement incentive program and retires from all teaching service in the District shall be compensated at the rate of \$80.00 per year for every year of continuous service. Teaching service interrupted by an approved leave of absence shall be deemed continuous service; but such a leave of absence time shall not count as service. This payment will be made during the first October following the teacher's retirement.

I. Board Paid Teacher's Retirement

The Board shall pay in addition to the amount listed on the relevant Compensation Schedule the amount of 9.8901% to the Teachers' Retirement System. The amount that can be sheltered will be sheltered according to the Tax Revenue Code. The Board will also pay the .5 % (one half of one percent) T.H.I.S. contribution for each teacher. According to the Tax Revenue Code the amount that can be sheltered will be sheltered.

ARTICLE XII

Insurance Benefits

A. Health, Dental and Optical Insurance Coverage

- 1 **Tenured Coverage.** The Board will contribute 90% of the premium for single coverage, 70% for single +1, and 60% of the premium for family coverage under the insurance plan approved by E.P.E.T. and the Board. This plan includes hospitalization, medical, dental and optical coverage. No change will be made in carrier or coverage without mutual agreement of E.P.E.T. and the Board.

*Non-Tenured teachers hired prior to 2009-2010 maintain tenured insurance coverage.

2. **Non-Tenured-New Hires (as of 2009-2010) Coverage.** The Board will contribute 80% of the premium for single coverage, 60% for single +1, and 50% of the premium for family coverage under the insurance plan approved by E.P.E.T. and the Board. This plan includes hospitalization, medical, dental, and optical coverage. No change will be made in carrier or coverage without mutual agreement of E.P.E.T. and the Board.
3.
 - a. Emergency Room co-pay of \$75.00 per visit.
 - b. Increase retail drug co-pay to \$10.00 generic, \$40.00 formulary and \$60.00 non-formulary drugs. Mail order drug (90-day supply) co-pay will be two (2) times the retail co-pays noted above.

B. Life Insurance Coverage

The Board shall pay the cost of life insurance in the amount of each teacher's salary, not to exceed \$50,000.

C. Long Term Disability Coverage

The Board will purchase an income protection plan which shall provide the teacher 60% of his/her annual compensation until age 65 for any disability due to illness or accident, when considered in conjunction with any benefits from the disability section of the Illinois Teachers' Retirement System. The maximum monthly benefit shall be as indicated in the Master LTD Contract. The waiting period shall be three (3) months.

D. Pre-tax Dollar Program

The Board and E.P.E.T. agree to a pre-tax dollar program.

ARTICLE XIII

Extra Duty Pay

It is understood between the Association and the Board that the Board of Education shall continue to determine extra duty stipend assignments.

On an annual basis, teaching staff represented by this Agreement will be considered for all open positions in Article XIII before they are offered to others. In the event that an extracurricular activity changes significantly, either party may request negotiations to change that item. The determination as to whether or not an activity is filled in any of these categories rests solely with the Board of Education.

All figures and calculations regarding the positions enumerated in this Article XIII include any required Teacher Retirement System Contribution.

Category 1. Beyond School Hour Assignment

When after-school supervision of students by professional staff is needed or attendance is required at meetings outside the regular school day, those staff members who agree to and receive prior written approval from the principal for such assignments will be compensated on an hourly rate.

- A. General Supervision (Hourly Compensation \$35)
 - 1. All supervisory activities other than designated in Article III Section 0.
 - 2. Preparation for officially designated parent-teacher meetings.

- B. Curriculum Development (Hourly Compensation \$35)
 - 1. A project must be approved in advance by the Superintendent and/or his/her designee and may be paid on an hourly or negotiated project basis.

- C. Behind the Wheel (Hourly Compensation \$30)

Category 2. Beyond School Hour Assignments (Annual Compensation)

When after-school supervision of students by professional staff is needed, those staff members who agree to and receive prior written approval from the principal for such assignments will be compensated on an annual basis. These assignments will be added to the annual contract and compensated on a ten-month basis. Staff will be held accountable for providing the services as described in the job description. For each new activity implemented, the appropriate supervisor will write an appropriate job description and an evaluation will take place with the person(s) engaged in the activity. Staff members sharing assignments will share compensation.

Category A	Category B	Category C	Category D	Category E	Category F
Base x .088	Base x .070	Base x .052	Base x .041	Base x .029	Base x .005
HS Yearbook	HS Pom Pons		MS Cheerleading	9-10 Class Sponsor (2)	Intramurals/Activities
HS ACT Director	Triton Coordinator	K-12 Lunch Supervisor	11-12 Class Sponsor (2)	HS Honors Sem (2)	
	Reading Coordinator	MS Yearbook	K-6 Student Council	K-6 Publications (2)	
HS Newspaper	MS Athletic Supervisors	K-12 Bus Supervisor (per person)	HS NHS	K-12 Clubs	
	Curriculum Leader*		MS Student Council	MS Newspaper	
		DECA	K-6 Yearbook	Safety Patrol	
		Rugby	MS NHS		
				MS Pom Pons	
				K-6 Speech and Drama	

*If the Curriculum Leader grant falls below 90% of the 2008/2009 funding level, leaders will receive a \$2500 stipend.

Category 3. Special Events (per event)

When supervision by professional staff is needed and professional staff is available, those staff members who agree to and receive prior written approval from the principal for such assignments will be compensated on a per event basis. The number of events each year will be determined by the administration. In the event that an activity in this category changes significantly, either party may request negotiations of that item.

A. Musicals & Play (Per Production) 2009-2012

The personnel budget for musical productions is as listed. The director meets with the principal to apportion the monies for the following duties: director, assist. director, choreographer, art director, music director and producer. \$5,800

The personnel budget for play productions is as listed. The director meets with the principal to apportion the monies for the following duties: director, assist. director, art director. \$4,800

Mini-Snowflake (6th grade) \$400
 Talent Show (K-8) \$400
 Dramatics (K-8) \$400
 Extra-curricular chorus (2-6) \$400
 Grade level Fine Arts performances (K-6 per-person) \$200

B. Ticket Manager - Fall \$880
 Ticket Manager – Winter \$1,320
 Ticket Manager – Spring \$286

Category A	Category B	Category C
\$25/per hour	\$22.50/per hour	\$20/per hour
Timers	Ticket Taker	Event Security
Scorers		Bus Chaperone
Down Marker		
Announcer		

Category 4. Concurrent Assignments (per job description)

When determined to be in the best interest of the school program, principals will approve the following assignments. These assignments will be added to the annual contract and compensated on a ten-month basis. Staff will be held accountable for providing the services as described in the job description.

Category A (Base x .15)	Category B (Base x.08)	Category C (Base x .05)	Category D (Base x .04)
Band Directors (7-12)	Vocal Director (7-12) Summer Band Director (9-12)	Asst. Band Director	Flags Director

Category 5. Bedside Teaching (per hour)

Home	\$35.00 per hr.
Hospital	\$40.00 per hr.

Category 6. Mentoring

\$ 500.00	per year for selected mentors.
\$3,000.00	per year for the District mentor coordinator.

Category 7. High School Teaching Overload

A teaching overload at the High School will be determined at 30% of the teacher's placement on the salary schedule including longevity and excluding extra duty assignment pay or determined at the internal substitute hourly rate, whichever is higher.

ARTICLE XIV

On an annual basis, teaching staff represented by this Agreement will be considered for all open positions in Article XIV before they are offered to others. The determination as to whether or not an activity is filled in Article XIV rests solely with the Board of Education.

COACHES COMPENSATION 2009-2012

Coaches will be paid the index times the appropriate base salary figure.

**GUIDELINES FOR DETERMINING LEVEL/YEARS
ON COACHES' SALARY SCHEDULE**

- A. One year of credit for each season coached in that specific sport. This applies to boys' or girls' sports.
- B. One half year credit for high school and one third year credit for junior high will be given for each season coached outside of the assigned sport. This will be determined at the beginning of each school year and whenever there is a change in coaching assignment.

Example: A coach with experience of five (5) years in basketball, eight (8) seasons in baseball and three (3) in football would be placed as follows - (any one half (1/2) season credit does not apply)

Basketball 5.0	Baseball 8.0	Football 3.0
Baseball 4.0	Basketball 2.5	Basketball 2.5
Football <u>1.5</u>	Football <u>1.5</u>	Baseball <u>4.0</u>
10.5	12.0	9.5
Level V	Level VI	Level IV

- C. In general, any public or private school coaching at the grade school, junior high, interscholastic, and intercollegiate level will be accepted.
- D. In the event that an extra-curricular activity changes significantly, either party may request negotiations to change that item.
- E. Prior to commencing the extra duty assignment for the 2005-2006 school year, all coaches and intramural supervisors are required to be trained in the use of Automatic Emergency Defibrillators (AED). The District will provide access to the required training at no cost to the employee.
- F. Coaches will, within 30 days of the completion of an activity or season, receive notice of intent to re-employ the coach for the following school year. This notice is subject to the Board's decision to continue to offer the activity or extra duty for the following school year.

MIDDLE SCHOOL

Head Coach – Middle School

Years	1	2-3	4-5	6-7	8-9	10-11	12-13	14+
GT Softball	.037	.041	.045	.049	.053	.057	.061	.065
BT Baseball								
B & G Basketball								

Years	1	2-3	4-5	6-7	8-9	10-11	12-13	14+
B&G Soccer	.033	.037	.041	.045	.049	.053	.057	.061
B&G Softball								
B&G Volleyball								

Assistant Coach – Middle School

B & G Basketball	.025	.029	.032	.036	.039	.043	.046	.050
B & G Softball & Volleyball	.022	.025	.027	.032	.036	.039	.043	.046

HIGH SCHOOL

Coaches Salary Schedule:

Level:	0	I	II	III	IV	V	VI	VII
Years:	1	2-3	4-5	6-7	8-9	10-11	12-13	14+

<u>GROUP I</u>	<u>.130</u>	<u>.142</u>	<u>.154</u>	<u>.176</u>	<u>.188</u>	<u>.200</u>	<u>.212</u>	<u>.224</u>
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Basketball-Head
Football -Head

Level:	0	I	II	III	IV	V	VI	VII
Years:	1	2-3	4-5	6-7	8-9	10-11	12-13	14+

<u>GROUP II</u>	<u>.110</u>	<u>.122</u>	<u>.134</u>	<u>.156</u>	<u>.168</u>	<u>.180</u>	<u>.192</u>	<u>.204</u>
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Wrestling-Head
Track-Head

Level:	0	I	II	III	IV	V	VI	VII
Years:	1	2-3	4-5	6-7	8-9	10-11	12-13	14+

GROUP III .090 .102 .114 .136 .148 .160 .172 .184

Baseball-Head
Cross Country-Head
Softball-Head
Tennis-Head
Volleyball-Head
Soccer-Head
Cheerleading - Head

Level: 0 I II III IV V VI VII
Years: 1 2-3 4-5 6-7 8-9 10-11 12-13 14+

GROUP IV .075 .087 .099 .121 .133 .145 .157 .169

Basketball-Assist
Football -V. Assist

Track- Assist

Level: 0 I II III IV V VI VII
Years: 1 2-3 4-5 6-7 8-9 10-11 12-13 14+

GROUP V .065 .077 .089 .111 .123 .135 .147 .159

Golf-Head
Football-L. Assist
Wrestling -Assist

Level: 0 I II III IV V VI VII
Years: 1 2-3 4-5 6-7 8-9 10-11 12-13 14+

GROUP VI .055 .067 .079 .101 .113 .125 .137 .149

Baseball-Assist
Cross Country-Assist
Tennis-Assist
Softball-Assist
Volleyball-Assist
Soccer-Assist
Cheerleading – Assist

ARTICLE XV

Duration of Contract

A. Duration

This Agreement shall be effective on the 19th day of August 2009 and until the 15th day of August 2012 and shall be renewed automatically from year to year thereafter unless either party shall notify the other in writing no later than February 1 that it desires to modify, change, amend, or terminate this Agreement unless the E.P.E.T. is decertified under and pursuant to the provisions of Article IV of this Agreement. This notice shall include a list of those items suggested for negotiations. In the event of such notice to modify, change, amend or terminate this Agreement, negotiations shall begin not later than March 1, or on such other date as the parties may agree. If tentative agreement is not reached forty-five (45) days before the expiration of this Agreement, either party may declare that an impasse exists and request that the services of a mediator be obtained. If the parties cannot agree on a mediator within ten (10) days, a joint request shall be made to the Federal Mediation and Conciliation Service to provide mediation service.

B. Should any portion of this Agreement be declared illegal by a court of competent jurisdiction or the Congress or the Legislature, said portion shall be deleted from this Agreement to the extent that it violates the law, but the remaining portion shall remain in full force for the duration of this Agreement.

ELMWOOD PARK EDUCATIONAL TEAM BOARD OF EDUCATION, UNIT DIST. 401

Patricia Faldani

Patricia Faldani

President

Attest:

Sandra Katsantones

Sandra Katsantones

Secretary

Dated: 8-28-09

Signed on the above dates.

Michael Marzullo

Michael Marzullo

President

Attest:

Susan Capraro

Susan Capraro

Secretary

Dated: 8-19-09