

**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

2020 – 2024

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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.
- F. It is recognized that the safety and security of students, school personnel and persons in school buildings and on school grounds is essential to the attainment of the educational objectives which are a joint responsibility of the Board, the administrative and supervisory staff, and the professional teaching personnel. The Board and E.P.E.T. recognize the need for publicly shared safety policies for all buildings. These policies are available on the District website.

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 as provided by law.
- D. 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 following documents are posted on the District's website:

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 by law.

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 post this Agreement on the District website.

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. Committees

A Calendar Committee will recommend to the Superintendent an outline of changes in the draft 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 will be posted on the District's website following the Board meeting at which they are approved by the Board, in accordance with the requirements of the Illinois Open Meetings Act.

K. Pursuant to Section 3(c)(2)(B) of the Illinois Educational Labor Relations Act, names, addresses, salaries, 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. The Superintendent and E.P.E.T. President, or their respective designees, shall exchange agenda items at least three (3) workdays prior to a scheduled meeting. More frequent meetings may be scheduled. If there are no items submitted for an agenda, the meeting shall be canceled.

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 XI. 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. At the time any material is placed in a teacher's personnel file, a copy of such material shall be provided to 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. The District will follow the *Personnel Record Review Act*, 820 ILCS 40/0.01 *et seq.*

R. 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.

S. Dues Deductions

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, shall join the Association or notify the Association of an election not to join.
2. Upon the Board's receipt of appropriate information from E.P.E.T. 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.
3. Pursuant to Section 11.1 of the Illinois Educational Labor Relations Act, the Association is responsible for initially processing and notifying the District of proper requests for dues deductions or providing proper requests to the District. If the requests are not provided to the District, the District will rely on information provided by the Association, and the Association shall indemnify the District for any damages and reasonable costs incurred for any claims made by educational employees for deductions made in good faith reliance on that information.
4. Deducted dues shall be paid to the Association by the Board no later than ten (10) days following deduction.
5. Fair share payment provisions have been removed based on the U.S. Supreme Court decision in *Janus v. AFSCME*, 138 S.Ct. 2448 (2018). During the term of this contract, in the event that the law changes to permit fair share provisions, the parties agree to meet and bargain the impact.

T. 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

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 4, 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 (Board of Education): If the grievant is not satisfied with the disposition of the grievance at Step 2, or if Step 2 time limits expire without the issuance of the Superintendent's memorandum, the grievant may submit the grievance to the Board of Education in writing within fifteen (15) school days of the issuance of the Superintendent's decision or the expiration of the time for the issuance of a decision. The Board will generally schedule a meeting with the grievant to occur within twenty (20) school days of submission of the appeal to the Board, or as otherwise agreed. The same parties may be present as were present in Step 2. The Board shall approve and provide its written memorandum setting forth the disposition of the grievance to the grievant by not later than the next regularly-scheduled Board meeting. Such memorandum shall contain the reasons upon which the disposition for the grievance is based.

Step 4 (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 V

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. All school-sponsored presentations and discussions of controversial or sensitive topics in the instructional program, including those made by guest speakers, shall be:
- Age-appropriate. Proper decorum, considering the students' ages, should be followed.
 - Consistent with the curriculum and serve an educational purpose.
 - Informative and present a balanced view.
 - Respectful of the rights and opinions of everyone. Emotional criticisms and hurtful sarcasm should be avoided.
 - Not tolerant of profanity or slander. Disruptive conduct is prohibited and may subject a student to discipline.

The teacher shall notify the District of any school-sponsored presentations and discussions as noted above and the District specifically reserves its right to stop any school-sponsored activity that it determines violates this policy, is harmful to the District or the students, or violates State or federal law. Upon a teacher's request, the District shall provide the reason for stopping the activity.

ARTICLE VI

Leaves

- A. Sick Leave Days:** In accordance with the charts below, sick leave days annually shall be granted to each teacher at the beginning of the teacher's indicated year as a teacher in the District. 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. In the event that any statutory restrictions regarding sick leave are imposed upon the District, sick leave accumulation shall follow State law.

For the 2020-2021 school year:

At the beginning of Year	Sick Days
1-7	12 days
8-17	15 days
18 +*(see #2 below)	20 days*

Beginning with the 2021-2022 school year:

At the beginning of Year	Sick Days
1-10	12 days
11-17	15 days
18 +*(see #2 below)	20 days*

Additionally:

1. Any teacher who was granted fifteen (15) sick leave days during the 2020-2021 school year will continue to receive fifteen (15) sick leave days annually (unless/until the teacher becomes eligible for 20 days in accordance with #2, below).
- *2. Teachers beginning their eighteenth (18th) year or more in the District and who worked in the District prior to the 2018-2019 school year will be granted twenty (20) days annually; teachers who began work in the District for the 2018-2019 school year and thereafter will not be eligible for twenty (20) days annually.

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. In addition, a teacher may use sick leave for the death of an aunt, uncle, niece, nephew, first cousin, step-parent, step-sibling and step-child. Exceptions or additions to this listing may be requested on an individual basis by meeting with the Superintendent or designee.

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 benefit day (available sick, personal or other paid leave) for every three days of paid workers' compensation leave, less applicable deductions. Upon payment of the employee for any such leave, the day(s) 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.

B. 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:

1. 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.
2. 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.
3. No teacher may receive more than thirty (30) days from the Sick Leave Bank during any given school year.
4. Part-time teacher benefits and contributions will be prorated.

C. Bereavement Days:

1. Five (5) bereavement days will be granted annually for the death of a parent, spouse, or child, provided that the conditions set forth in #4 (below) are met.
2. One (1) bereavement day will be granted per occasion for the death of other immediate family members of teacher or spouse, provided that the conditions set forth in #4 (below) are met. Immediate family is defined in sick leave. Up to five (5) days will be granted annually.
3. Use of sick time is permitted if additional days are needed.
4. Use of bereavement days (or sick days for bereavement) is limited to days needed during the employee's work calendar for bereavement immediately after the death or for events such as funeral or memorial services.

D. Personal Days: Two days annually shall be granted as Personal Days. Personal days are to be used for personal business that cannot 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.

E. 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.

F. 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 when sick leave is exhausted. For purposes of this Paragraph 2, "medical reasons" means the teacher's illness or incapacity as certified by a physician.
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 may be granted for non-medical reasons.
6. Leave for the purpose of caring for a member of a teacher's immediate family or household will be granted if the family/household member is ill or incapacitated and the teacher is needed to care for the family/household member as certified by a physician.
7. Conditions of Leave:
 - a. Leaves of absence will be without pay during such leave, and the employee will not be eligible for an increase of salary.
 - 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 no later than December 1 for a first semester leave and no later than March 1 for a second semester or full year leave.
 - f. No seniority shall accrue during a leave of absence.
 - g. If a teacher utilizes an unpaid leave of more than sixty (60) school days during a school year, the teacher's sick and personal leave will be prorated for the school year (i.e., number of paid days divided by the number of workdays for the school year, then multiplied by the normal annual sick leave allotment or personal leave allotment).
8. 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.

G. 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.

H. 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.

I. 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 VII

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. All teacher evaluations shall be conducted in compliance with the District Certified Staff Evaluation Process document.

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 VIII

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 for all students within the constraints of its budget. The Board recognizes that there are many varied and special needs of the student population, i.e. English as a Second Language, Bi-lingual, students with special needs, 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 maintain (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-2, less than 25:1; grades 3-5, 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 / Recall

The District shall follow the provisions of the *Illinois School Code* regarding the reduction in force and recall of certificated personnel.

At least seventy-five (75) calendar days prior to the end of the school year, the District will provide the Association President with a copy of the Reduction in Force (RIF) list identifying members by name and ID number. An ID-only list will also be posted in each building. At this same time, every teacher will receive documentation that supports their placement on the RIF list. Such documentation will list the following information:

- a. All valid professional educator licenses and endorsements;
- b. Each classification for which the individual is qualified to teach;
- c. Ratings from the two to three most recent evaluations;
- d. Employment date;
- e. Employee identification (ID) number.

If the teacher wants to challenge the accuracy of the information on this documentation, they will have seven (7) calendar days to bring evidence to the District Office to correct the alleged inaccuracy.

Within ten (10) calendar days of the receipt of such challenges, the District will notify the individual and the Association of whether they consider the challenge valid or without merit. If the District considers the challenge valid, appropriate changes will be made to the RIF list. A final RIF list will be provided to the Association and posted in each building at least fifty-five (55) calendar days prior to the end of the school year. If there are no changes to the original list as presented, the RIF list will not be reposted and the Association President will be notified.

In the event of a RIF, the Association will receive notification of which positions and/or programs are being eliminated at least forty-five (45) calendar days prior to 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 (7.5) consecutive hours of which thirty (30) minutes shall be a duty free lunch period.

The teacher instructional day at all levels shall not be greater than three hundred ten (310) minutes.

Preparation/planning time.

For all teachers, preparation/planning time shall consist of a minimum of eighty (80) minutes within the teacher work day.

Preparation/planning time that is assigned to teachers during the work day will not be divided into more than two (2) parts and will not be used for other purposes aside from Administratively-called meetings or alternate duties assigned by the Administration in the event of an emergency.

The schedule at the middle school and high school will include the following:

1. Teachers will not teach more than five (5) classes unless a teaching overload is applicable.
2. Teachers will not have greater than three (3) preparations in a semester unless compensated for each additional preparation. Each additional preparation will be compensated at \$2,160 for a full school year, or \$1,080 for a semester.

Administratively scheduled meetings. 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. Administrators will attempt to provide participants with at least twenty-four (24) hours' advance notice of administratively scheduled meetings.

Within the 10 meetings per month, the Administration may schedule up to one meeting per month as follows:

- The meeting will be held on the third Tuesday of the month.
- The meeting will not exceed 30 minutes in duration.
- At the elementary schools, the meeting will be held within the teacher work day and before students arrive for the day.
- At the middle school and high school, the meeting will be held in groups during the first 30 minutes of each plan period.

It is understood that IEP meetings and Section 504 meetings are not “administratively-scheduled” meetings and are not included within or subject to the meeting limit identified above.

In addition, it is understood that the following are not “administratively-scheduled” meetings and are not included within or subject to the meeting limit identified above: conversations or meetings involving a staff member and an administrator if the conversation/meeting is less than 10 minutes in duration, or meetings with a parent or student that also include an administrator.

Supervision. Every teacher is expected to be available to provide hall and washroom supervision during passing time. Provided that high school and middle school teachers' cumulative daily preparation/planning time is not less than eighty (80) minutes, every high school and middle school teacher shall be available the first five minutes of one of his or her daily preparation/planning periods to provide supervisory functions as described and assigned by the building principal. For elementary teachers, the building principal may assign teachers to provide supervision, on an equitable basis, either before or after school, not to exceed 25 minutes per week.

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.

H. Mentor

The Board and EPET share the view that mentoring is valuable to staff and the District. By the end of each school year, at a mutually agreed upon time, the Administration will provide EPET with the opportunity to meet to determine the need for next school year's mentoring, review the mentoring program, and discuss changes (as warranted) to the program based on feedback from teachers and the District's financial ability to support mentoring for the school year. This provision shall not obligate the Board to establish a mentoring program for any school year.

I. Appeal of Unsatisfactory or Needs Improvement Rating

Any teacher who receives a final overall summative evaluation rating of "Unsatisfactory" or "Needs Improvement" may appeal the evaluation rating by following the procedures set forth in this section.

Prior to initiating a formal appeal, within five (5) calendar days after receipt of the final evaluation rating the teacher may request an informal review of the evaluation rating by the Superintendent or his/her designee. In the event of such a request, the Superintendent or designee will meet with the teacher and his/her evaluator to discuss and review the rating.

Any teacher who receives a final overall summative evaluation rating of "Unsatisfactory" or "Needs Improvement" may initiate a formal appeal of the evaluation rating by submitting written notice to the Superintendent or designee within ten (10) calendar days after receipt of the final evaluation rating. The teacher's notice must include a specific explanation of the basis for the appeal (including the alleged errors underlying the rating). When the notice is submitted, the teacher also must provide a copy of the notice to the teacher's evaluator.

The PERA Joint Committee will determine the criteria for successful appeals. In addition, the PERA Joint Committee will create and maintain a list of qualified evaluators who may serve on the appeal panel ("the List").

The appeal panel will consist of four (4) qualified evaluators, up to two (2) of whom will be members of the bargaining unit unless EPET does not have enough members of the bargaining unit who are qualified evaluators. When an appeal is filed, the E.P.E.T. President will be given the opportunity to select two (2) qualified evaluators from the List, subject to approval by the PERA Joint Committee. The remaining

members of the appeal panel will be selected from the List by the PERA Joint Committee. The appeal panel will not include the appealing teacher or the teacher's evaluator.

Within seven (7) calendar days after receiving a copy of the teacher's notice of appeal, the teacher's evaluator may file a written response to the appeal notice. The following materials will be provided to the appeal panel for consideration: the notice of appeal, the evaluator's response, the final summative evaluation, all formal and informal observation reports for the evaluation, and any artifacts or other evidence referenced in the evaluation and/or used to determine the evaluation rating. Each member of the appeal panel will maintain confidentiality relating to the appeal and all materials submitted to the appeal panel for consideration.

The appeal panel will convene to review the materials, assess the "Unsatisfactory" or "Needs Improvement" rating, and determine whether the rating is erroneous based upon the criteria developed by the PERA Joint Committee. For a rating deemed by the panel to be erroneous, the panel will have the power to revoke the "Unsatisfactory" or "Needs Improvement" rating.

The appeal panel will render a decision within twenty-one (21) calendar days after receipt of the appeal.

In order to revoke the "Unsatisfactory" or "Needs Improvement" rating, a majority of the members of the appeal panel must vote to revoke the rating.

If the panel's decision is to revoke the "Unsatisfactory" or "Needs Improvement" rating, the "Unsatisfactory" or "Needs Improvement" rating will be replaced as follows:

1. If the "Unsatisfactory" or "Needs Improvement" rating resulted from a miscalculation of scores, the replacement rating will be the rating resulting from the recalculation.
2. In all other instances, a revoked "Unsatisfactory" or "Needs Improvement" rating will be replaced with a final evaluation rating determined by the appeal panel based on the criteria set forth in the District's Teacher Evaluation Plan, but the replacement rating will not be lower than the initial rating.
3. If the appeal panel is unable to reach a decision on a replacement rating due to a tie vote, a D401 Administrator selected from the List by the E.P.E.T. President will cast the deciding vote based on presentations from members of the appeal panel regarding the evidence supporting the replacement rating proposed by each member.

The decision of the appeal panel will be issued in writing and appended to the summative evaluation that was the subject of the appeal.

This appeal process is not applicable to or available for "Unsatisfactory" or "Needs Improvement" evaluation ratings received during or at the end of a remediation plan or a professional development plan.

The pendency of an appeal does not affect the Board's ability to take other actions permitted by law, including (but not limited to) non-renewal or dismissal.

J. Social Media

1. Teachers will not be required to use District social media accounts such as Facebook or Twitter. Declining to use such accounts will not negatively impact a teacher's employment or evaluation.

2. For purposes of subsection 1 (above), the term “District social media accounts” does not include District-selected instruction or communication programs or apps such as Google/G Suite for Education or Seesaw.

ARTICLE IX

Salary and Compensation Explanations

A. Salary and Compensation Placement

1. Returning Teachers

Returning teachers shall receive the following Salary increases (including TRS):

For 2020-2021:

For returning teachers who earned more than \$110,000 in 2019-2020:	1.80% increase
For returning teachers who earned between \$100,000 and \$110,000 in 2019-2020:	2.15% increase
For returning teachers who earned less than \$100,000 in 2019-2020:	2.50% increase

Except that returning teachers who will be receiving increases for 2020-2021 under Article IX, Section E (Retirement Incentive Program) will not also receive any amount/increase set forth above.

For 2021-2022:

For returning teachers who earned more than \$110,000 in 2020-2021:	Increase equal to CPI, but not less than 0.75% or greater than 3%
For returning teachers who earned between \$100,000 and \$110,000 in 2020-2021:	Increase of CPI plus 0.5%, but not less than 0.75% or greater than 3.5%
For returning teachers who earned less than \$100,000 in 2020-2021:	Increase of CPI plus 1.5%, but not less than 1% or greater than 4%

Except that returning teachers who will be receiving increases for 2021-2022 under Article IX, Section E (Retirement Incentive Program) will not also receive any amount/increase set forth above.

For purposes of the 2021-2022 increase, “CPI” means the Consumer Price Index for All Urban Consumers (CPI-U) for calendar year 2020 used for PTELL purposes.

For 2022-2023:

For returning teachers who earned more than \$110,000 in 2021-2022:	Increase equal to CPI, but not less than 0.25% or greater than 3%
For returning teachers who earned between \$100,000 and \$110,000 in 2021-2022:	Increase of CPI plus 0.5%, but not less than 0.25% or greater than 3.5%
For returning teachers who earned less than \$100,000 in 2021-2022:	Increase of CPI plus 1.5%, but not less than 0.25% or greater than 4%

Except that returning teachers who will be receiving increases for 2022-2023 under Article IX, Section E (Retirement Incentive Program) will not also receive any amount/increase set forth above.

For purposes of the 2022-2023 increase, “CPI” means the Consumer Price Index for All Urban Consumers (CPI-U) for calendar year 2021 used for PTELL purposes.

For 2023-2024:

For returning teachers who earned more than \$110,000 in 2022-2023:	Increase equal to CPI, but not less than 0.25% or greater than 3%
For returning teachers who earned between \$100,000 and \$110,000 in 2022-2023:	Increase of CPI plus 0.5%, but not less than 0.25% or greater than 3.5%
For returning teachers who earned less than \$100,000 in 2022-2023:	Increase of CPI plus 1.5%, but not less than 0.25% or greater than 4%

Except that returning teachers who will be receiving increases for 2023-2024 under Article IX, Section E (Retirement Incentive Program) will not also receive any amount/increase set forth above.

For purposes of the 2023-2024 increase, “CPI” means the Consumer Price Index for All Urban Consumers (CPI-U) for calendar year 2022 used for PTELL purposes.

A returning teacher shall be eligible for additional compensation for credit hours or degrees not previously reflected in his/her prior year’s salary and will receive an additional \$2,350 for each of the following: earning 15 semester hours beyond his/her BA/BS Degree; earning a MA or MS Degree; and earning an additional 15, 30 and 45 hours beyond a MA or MS Degree.

2. Newly-Hired Teachers

The Salary (including TRS) for newly-hired teachers without additional hours beyond a BA/BS Degree and with no prior teaching experience is as follows:

2020 - 2021	\$49,204
2021 - 2022	\$49,204
2022 - 2023	\$49,500
2023 - 2024	\$49,500

A newly-hired teacher will receive an additional \$2,350 for each of the following: earning 15 semester hours beyond his/her BA/BS Degree; earning a MA or MS Degree; and earning an additional 15, 30 and 45 hours beyond a MA or MS Degree. In addition, a newly-hired teacher may be compensated for up to fifteen (15) years of prior experience at a rate of \$1,200 per year. For example, for the 2020-2021 school year, it is possible for a new teacher with a MA or MS degree and five (5) years prior experience to earn a total of \$59,904 ($\$49,204 + [\$2,350 \times 2] + [\$1,200 \times 5]$). However, notwithstanding the foregoing, no newly-hired teacher shall be compensated at a rate higher than a returning teacher who has similar Degrees/credit hours and experience in the District, unless hired in a hard-to-fill position.

The Board reserves the right to increase starting salary amounts on a case-by-case basis for hard-to-fill positions as determined by the Superintendent.

Teaching experience credit will be granted under the following conditions:

Teaching experience credit shall be granted for teaching experience outside the District in one year increments.

Subject to the foregoing provisions, the Board reserves the right to judge the qualifications of prospective new faculty 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 determine salary amount as it 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).

3. Teacher Work Year

For the 2020-2021 school year: The teacher work year shall consist of 181 teacher attendance days. Such 181 days shall be comprised of 176 student contact days, two (2) teacher institute days, four (4) parent-teacher conferences (.5 day per conference), and one (1) non-student workday which shall be scheduled at or near the beginning of the school term. One-half (1/2) of the non-student workday may be used for professional development determined by the District, and the other one-half of the day shall be teacher-directed preparation time. There shall be five (5) emergency days included in the school calendar which shall be used only as needed.

Beginning with the 2021-2022 school year: The teacher work year shall consist of 181 teacher attendance days. Such 181 days shall be comprised of 174 student contact days, four (4) teacher institute days, four (4) parent-teacher conferences (.5 day per conference), and one (1) non-student workday which shall be scheduled at or near the beginning of the school term. There shall be five (5) emergency days included in the school calendar which shall be used only as needed.

The above paragraphs are subject to the requirements of the Illinois *School Code*. In the event that the School Code is amended to increase the minimum number of student contact days, decrease the allowable number of teacher institute days or parent-teacher conferences, or increase the minimum number of emergency days, the above paragraphs will be adjusted accordingly.

3.5 School Events

Beginning with the 2021-2022 school year, as part of the teacher work year and at no additional compensation, each teacher must attend two (2) events outside of the normal workday to be assigned by the building principal and one (1) event which each teacher selects from a list of events approved and posted by the Administration at the start of the school term. Each event is not to exceed two (2) hours in duration.

4. Part-Time Teachers

- a. For purposes of this Section 4 (including subsections a through e), a part-time teacher is a teacher who is employed at less than 1.0 FTE (full-time equivalent).
- b. Salary for a part-time teacher will be pro-rated based upon the part-time teacher's FTE.
- c. Salary increases for a part-time teacher will be calculated as follows:
 - i. Increases awarded as a flat dollar amount will be pro-rated based upon the part-time teacher's FTE.
 - ii. Increases awarded on a percentage basis will be granted to the part-time teacher (as a percentage of the part-time salary).

- iii. Examples of salary increase calculations, for a part-time teacher with an increasing FTE status:

FTE Status:

2020-2021: 0.5 FTE salary is \$50,000

2021-2022: increased to 0.75 FTE with a contractual 3% raise over previous salary, **or** increased to 0.75 FTE with a contractual \$2400 raise over previous salary (both calculations shown)

Pro-rated Salary Calculation:

Step 1. Establish teacher increase for 0.5 FTE

Percentage: $\$50,000 \times 1.03 = \$51,500$

Flat Dollar: $\$50,000 + (0.5 \text{ of } \$2,400) = \$51,200$

Step 2. Prorate to 0.75 FTE.

Percentage: $\$51,500 \times 1.5 = \$77,250$

Flat Dollar: $\$51,200 \times 1.5 = \$76,800$

Note: The increases used above (i.e., 3% and \$2400) are examples only, and will not actually be applied. Rather, the increases identified in Article IX, Section A of this Agreement will be operative.

- d. Part time teachers will be granted the following on a prorated basis: sick days, personal days, bereavement days, and planning time.
- e. Part-time teachers:
 - i. Are required to attend meetings during their scheduled work hours.
 - ii. When requested by Administration, may elect to attend meetings outside their scheduled work hours, with compensation for such attendance paid at the teacher extra duty pay rate.
 - iii. Will be assigned hours starting at the beginning of the teacher work day or concluding at the end of the teacher work day, with not more than one unpaid period falling within the scheduled hours.
 - iv. Are required to attend Teacher Institute Days without additional compensation.
 - v. Are required to attend Parent Teacher Conferences proportional to FTE without additional compensation.
 - vi. Are not required to (but may voluntarily) substitute for other teachers outside their scheduled work day, at the substitute rate of pay.

B. Credit Hour Reporting

For an increase of salary for coursework beyond the BA/BS level, teachers should not enroll in coursework until approval is obtained from Superintendent or designee (see the District's Intranet for the approval form).

If the Superintendent's designee denies a request for the approval of coursework for an increase of salary, the teacher shall have the opportunity to appeal the denial to the Superintendent. At the teacher's request, the teacher may be accompanied by an EPET representative during a meeting with the Superintendent related to the appeal.

For professional development to be meaningful and creditable for an increase of salary, 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 towards an increase in salary 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 towards an increase in salary credit with the prior approval of the Superintendent or designee.

Any teacher who as of July 1, 2020 has 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.

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.

The Board shall provide an election form to each teacher by April 1 of each school year which offers the option of receiving the balance of pay on the last regular school day. Unless a teacher otherwise elects by May 1 of each school year, each teacher shall receive his/her pay on regularly-scheduled pay dates on a twelve-month payroll schedule.

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 this Agreement, a voluntary retirement incentive program will be available to a teacher who elects to retire at the end of the school year during which s/he first becomes eligible for a non-discounted pension under the Teachers' Retirement System, i.e., a Tier 1 teacher who will reach the age of sixty (60) by June 30 of a school year or who will accumulate at least thirty-five (35) years of creditable service in the Teacher's Retirement System by June 30 of a school year. 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 to participate in the retirement incentive program 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. A teacher who meets the prerequisites will receive benefits in accordance with the following program:

The Board will 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 percent (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.

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, 2028, 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.

F. Illinois Teachers' Retirement System / T.H.I.S. Fund

From the amount paid by the Board to each teacher as salary, the Board shall deduct and pay to the Illinois Teachers' Retirement System each teacher's contributions in such amounts as are required by law. Such amounts shall be sheltered as permitted by the Internal 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 Internal Revenue Code, the amount that can be sheltered will be sheltered.

G. Speech-Language Pathologist Reimbursement

Provided membership in the American Speech-Language-Hearing Association ("ASHA") and licensure by the Illinois Department of Financial and Professional Regulation ("IDFPR") remains a condition of the District's receipt of Medicaid reimbursement for services provided by the District's speech-language pathologists, the District shall reimburse such employees for the costs of annual ASHA Certified Membership dues and the biennial IDFPR license renewal fee necessary to maintain the employee's ASHA membership and IDFPR license during the term of employment.

H. Compensation for Specialists

If the District is unable to provide required professional development for certain related service professionals (i.e., social workers, speech-language pathologists, and school psychologists), they may be granted two (2) professional days per year to fulfill the requirements needed for them to maintain their respective credentials.

In addition, with the prior written approval of the Superintendent or designee:

1. The related service professionals may participate in required professional development activities that are not offered by the District, and
2. The District will pay up to \$150 per year per related service professional for such activities.

The Board will reimburse Board Certified Behavior Analysts for the cost of National BCBA Certification, not to exceed \$250 every 2 years.

ARTICLE X

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. Part-time teachers with 8 years of service will also receive Tenured Coverage in accordance with

Article I, Section E. However, any complete break in service will result in this calculation starting over if the teacher returns to the District.

2. **Non-Tenured 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.
3. **Plan Coverage.** EPET and the Board of Education agree to use EBC for insurance administration. Medical benefits and coverage for members shall remain at existing plan levels as previously provided by Blue Cross/Blue Shield during the 2019-2020 school year. Dental benefits and coverage will also be comparable to the coverage previously provided during the 2019-2020 school year.

Inclusion in the EBC cooperative group shall be evaluated by the Board and EPET on an annual basis, with the option of opting out of the program based on mutual agreement. If EBC institutes or plans a change in carrier or coverage for medical, vision, or dental benefits, the President of EPET must receive prompt written notification of the change or anticipated change in February of the current plan year. EPET will have thirty (30) working days to notify the Board whether or not it agrees to the change in carrier/coverage. If both parties do not agree to the change in carrier/coverage, then the Board will notify EBC that it is withdrawing from the cooperative group by April 1 of the current plan year. The Board will ensure that comparable coverage is provided for the following year.

An insurance committee will be created composed of the followed members: five (5) EPET members, two (2) administrators, and three (3) secretarial, clerical, and support members. The committee will annually meet no later than March 1. The purpose of the committee will be to review insurance coverage, determine recommendations concerning changes, and report to EPET and the Board. No changes proposed by EPET or the Board may be made to coverage or the plan without the consent of both parties. Since the committee is advisory in nature, the Board and EPET may agree to changes or modifications to the carrier, plan, or coverage regardless of any recommendations from the insurance committee.

In the event the District/Board receives a wellness rebate from EBC, an account will be created for an insurance reserve fund. Based on mutual agreement between EPET and the Board, the fund will be used for the benefit of plan members. This may include providing funds for a wellness program within the District, reducing future premiums, providing direct monetary compensation to members, or other such programs as developed.

In addition, the District will make available a supplementary insurance program that will be voluntary and paid for by individual members. The District is not required to pay any portion of this benefit.

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 XI

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 XI 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 XI 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 XI.
 - 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: \$38)

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.

For the 2020-2024 school years, the multiplier formulas for each Category below (A through F) shall be applied to the following designated Extra Duty Bases:

2020 - 2021	\$49,204
2021 - 2022	\$49,204
2022 - 2023	\$49,500
2023 - 2024	\$49,500

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			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)	
		MS Yearbook	K-5 Student Council	K-5 Publications (2)	
HS Newspaper	MS Athletic Supervisors	K-12 Bus Supervisor (per person)	HS NHS	K-12 Clubs	
HS Cheer Sideline	MS Curriculum Chair		MS Student Council	MS Newspaper	
HS Dance Sideline		DECA	K-5 Yearbook	Safety Patrol	
HS Curriculum Chair			MS NHS		
		Robotics		MS Pom Pons	
				K-5 Speech and Drama	

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) 2020-2024

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. \$11,600

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. \$7,000

Talent Show (K-8) \$400
 Dramatics (K-8) \$400
 Extra-curricular chorus (2-5) \$400
 Grade level Fine Arts performances (K-5 per-person) \$200

B.

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		

C. Special Olympics Coach (per Coach): \$750 per season for 2020-2024.

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.

For the 2020-2024 school years, the multiplier formulas for each Category below (A through D) shall be applied to the following designated Extra Duty Bases:

2020 - 2021	\$49,204
2021 - 2022	\$49,204
2022 - 2023	\$49,500
2023 - 2024	\$49,500

Category A (Base x .15)	Category B (Base x .08)	Category C (Base x .05)	Category D (Base x .04)
Band Directors (9-12)	Vocal Director (9-12) Summer Band Director (9-12)	Band Directors (6-8) Vocal Director (6-8) Asst. Band Director	Flags Director

Category 5. Home/Hospital Tutoring (per hour)

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

Category 6. Mentoring
\$ 700.00 per year for selected mentors. This amount will not be reduced or prorated for mentors assigned part-time mentees.

Category 7. High School / Middle School Teaching Overload

A teaching overload at the High School and Middle School will be determined at twenty percent (20%) of the teacher's salary including longevity and excluding extra duty assignment pay or determined at the internal substitute hourly rate, whichever is higher.

Category 8. Curriculum Chair

Curriculum Chairs will provide content-specific collegial coaching and guidance to the Teachers of a specific department as appropriate for the improvement of instruction, curriculum, and progress monitoring of student performance data at the middle and high school levels. A Curriculum Chair will assist the Administration with scheduling, collaborating, curriculum development and modification, supplies, and professional development. A curriculum chair will serve grades 6-8 at the middle school while a curriculum chair at the high school will serve grades 9-12.

Middle School Curriculum Chairs will be paid at the Category B rate, and High School Curriculum Chairs will be paid at the Category A rate, as reflected in Article XI, Category 2, above.

Curriculum Chairs will be members of the bargaining unit and will not assist in evaluating certificated staff.

ARTICLE XII

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

COACHES COMPENSATION 2020-2024

Coaches will be paid the applicable compensation on a pro rata basis beginning with the first payroll after the start of authorized practices (per IHSA or the Conference) for the season through the payroll nearest the season's conclusion.

For the 2020-2024 school years, the multiplier formulas for each Coaching Category below (A through F) shall be applied to the following designated Extra Duty Bases:

2020 - 2021	\$49,204
2021 - 2022	\$49,204
2022 - 2023	\$49,500
2023 - 2024	\$49,500

**GUIDELINES FOR DETERMINING LEVEL / YEARS
ON COACHES' SALARY SCHEDULE
FOR THE 2020-2024 SCHOOL YEARS**

- 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 junior high, high school, and intercollegiate level that is completed prior to employment by the Board will be accepted. Teachers employed prior to the 2020-2021 school year will continue to receive credit for pre-employment coaching at the grade school level.
- 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, 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, by the following dates, receive notice of intent to re-employ the coach for the following school year: by January 1 for fall sports, by May 1 for winter sports, and by July 1 for spring sports. This notice is subject to the Board's decision to continue to offer the activity or extra duty for the following school year. Written confirmation of the activity or extra duty will be given with the salary verification letter for the following school year. Coaches will receive a written confirmation of the amount of the stipend and the payroll schedule prior to the season.

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								
Cross Country								

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+

<u>GROUP III</u>	<u>.090</u>	<u>.102</u>	<u>.114</u>	<u>.136</u>	<u>.148</u>	<u>.160</u>	<u>.172</u>	<u>.184</u>
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Baseball-Head
Boys Cross Country-Head
Girls Cross Country-Head
Softball-Head
Tennis-Head
Volleyball-Head
Soccer-Head
Cheerleading - Head
Golf – 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 -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

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 XIII

Duration of Contract

A. Duration

This Agreement shall be effective on the 27th day of August, 2020 and through the day prior to the beginning of the 2024-2025 school term.

Negotiations for a successor agreement shall begin on a mutually agreed date not later than April 1 of the final year of the Agreement. In the event that a tentative agreement is not reached, the parties shall follow Section 12 of the *Illinois Educational Labor Relations Act*.

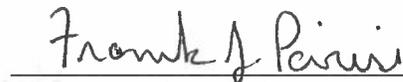
B. Should any portion of this Agreement be declared illegal by a court of competent jurisdiction or the Congress or the Legislature, said portion shall be deleted from this Agreement to the extent that it violates the law, but the remaining portion shall remain in full force for the duration of this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

ELMWOOD PARK EDUCATION TEAM

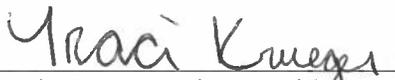
**BOARD OF EDUCATION OF ELMWOOD
PARK COMMUNITY UNIT SCHOOL
DISTRICT 401**



Patti Faldani, President



Frank J. Parisi, President

Attest: 

Traci Krueger, Vice President

Attest: 

Susan Capraro, Board Secretary

Dated: 1/20/2021

Dated: 1/20/2021