

**AGREEMENT BETWEEN**  
**THE ELMWOOD TEACHERS ASSOCIATION**  
**LOCAL 4235, AFT/AFL/CIO**  
**AND**  
**THE BOARD OF EDUCATION**  
**ELMWOOD COMMUNITY UNIT DISTRICT #322**

**2012-2013**

**2013-2014**

**2014-2015**

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## **Article I**

### **Definition of Terms**

The Board of Education of Elmwood Community Unit School District #322 is hereinafter referred to as the “Board” and the Elmwood Teacher’s Association is hereinafter referred to as the “Union”.

## **Article II**

### **Recognition, Waiver and Separability**

#### **A. Recognition**

The Board of Education of Elmwood Community Unit School District #322 hereby recognizes the Elmwood Teacher’s Association Local #4235 AFT/AFL/CIO as the sole and exclusive representative of all regular full-time and part-time certified teaching employees except the Superintendent, Principals, Business Manager, confidential employees, and supervisors as defined in the Illinois Educational Labor Relations Act. Part-time certified employees are those who are under contract to teach no less than one semester during a school year.

#### **B. Waiver**

This Agreement constitutes the entire Agreement between the parties and it is acknowledged that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the area of collective bargaining. Each party expressly waives for the term of this Agreement any right otherwise existing to demand negotiations with respect to any subject or matter within the area of collective bargaining which was raised or not raised during the negotiations leading to the Agreement, but concerning which no understanding is reflected herein. This does not, however, preclude the parties from amending or modifying this Agreement by mutual consent during its term.

#### **C. Separability**

In the event that any of the provisions of this Agreement shall be or become legally invalid or unenforceable, such invalidity or unenforceability shall not affect the remainder of the provisions hereof.

**D. Rights and Responsibilities**

The Board and Administrations retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the statutes of the State of Illinois: to employ, discipline and discharge employees; to manage the school properties and its functions; and to direct the operation and management of the district and its fiscal resources. The Board agrees to participate in good faith negotiations with the duly designated representatives of the Union. Good faith is defined as the mutual responsibility of the Board and the Union to deal with each other openly and fairly and to sincerely endeavor to reach agreement on items negotiable.

**Article III**

**Impasse and Mediation**

In case of impasse or mediation, the procedure shall be as set forth in the Illinois Educational Labor Relations Act.

**Article IV**

**Union and Teacher Rights**

- A. Board shall provide one (1) teacher lounge in each building.
- B. All teachers shall be required to prepare and make available lesson plan book(s) in accordance with Board policies.
- C. The Board shall furnish the Union President with the following documents:
  - 1. Board Agenda
  - 2. Official minutes of public sessions of meetings of the Board of Education.
  - 3. Monthly budget summaries, if any are prepared.
  - 4. School manuals and policy book.
  - 5. Current revisions of manuals and policy.
  - 6. Current fiscal year budget.
  - 7. Statistical information pertaining to teacher step placement, salary column placement, extended service placement, and present insurance coverage.
  - 8. Faculty lists including home addresses and telephone numbers.
  - 9. Annual auditor's report.

- D. The Board and/or its designee will, upon request, consult with the teachers with respect to the adoption or revision of educational policies and programs which are proposed or under consideration by the Board, Prior to their adoption. The Union agrees to provide leadership by attending Board meetings.
- E. Teachers shall, upon request, receive keys for their building and room.
- F. The Board shall pay, to a collective total of Five Hundred Dollars (\$500.00) District-wide per contract year, \$50.00 toward individual membership in professional educational (i.e., non-union) organizations. If at the end of the school year, the \$500.00 is not depleted, then the remaining dollars will be divided among the employees who had applied for reimbursement, up to the maximum cost of the organization of which they joined.
- G. The Board shall retain the option of hiring personnel for extra-curricular activities outside the bargaining union provided that qualified members of the bargaining unit are first considered for such positions.
- H. The Board shall deduct from each teacher's pay the current dues of the Union from a list annually provided by and verified by the Union which has been submitted in writing to the District by September 10 of any given year. A continuing authorization may be revoked provided a written revocation is received by the District and the Union between September 1 and September 10 of any given year. Dues so deducted shall be remitted to the Union within thirty (30) days after such deductions are made.
- I. Any person who changes a grade assigned by a teacher shall initial such change, and shall take full responsibility therefore.
- J. There shall be no loss in salary because of jury duty or because such employee, pursuant to subpoena issued by clerk of a court and served on such employee, attends as a witness upon trial or to have his or her deposition taken in any school related matter pending in court, except that the board may make a deduction equal to the amount received for such jury duty or for per diem fees which the employee is entitled to receive for complying with such subpoena.
- K. Teachers may leave the building during their non-teaching periods upon approval of the building Principal or his designee. If the Principal or his designee is not available, teachers will sign-out and in at their school office.

- L. The Union may have the use of school rooms for the purpose of conducting Local 4235 AFT/AFL/CIO meetings. No such use shall conflict with school activities, or use of such facilities by other groups previously having use of such facilities by other groups previously having been granted use thereof. The union may have the use of the high school office reproducing equipment on scheduled school work days, before and after regularly scheduled working hours, between 7:00 a.m. and 5:00 p.m. The Union shall reimburse the District at the rate of \$0.10 per copy.
- M. Each teacher first employed by the Board subsequent to June 30, 2006, as a condition to 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 Union or pay a fair share fee to the Union equivalent to the amount of dues uniformly required of members of the Union, including local, state and national dues. Any teacher who is a member of the Union on June 30, 2006 or who becomes a member of the Union thereafter shall thereafter continue membership or pay a fair share. Those teachers employed prior to June 30, 2006, providing they were not on June 30, 2006 and do not thereafter become a member of the Union, shall not be subject to this fair share agreement.
1. The Board shall deduct the fair share fee from the wages of the nonmember.
  2. Such fee shall be paid to the Union by the Board no later than ten (10) days following deduction.
  3. In the event of any legal action against the Board, its members, officers and employees brought in a court or administrative agency because of its compliance with this Article, the Union agrees to defend such action, at its own expenses and through its own counsel, provided:
    - a. The Board or the affected member, officer or employee gives timely notice of such action in writing to the Union and permits the Union to intervene as a party if it so desires, and
    - b. The Board or the affected member, officer or employee gives full and complete cooperation to the Union and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.
  4. The Union agrees that in any action so defended, it will indemnify and hold harmless the Board and/or the affected member, officer or employee from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a consequence of such person's compliance with this Article.

5. 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 affected member, officer or employee.
  6. The obligation to pay a fair share fee to the Union will not apply to any teacher who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such teacher 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 Union. Upon proper substantiation and collection of the entire fee, the Union will make payment on behalf of the teacher to a mutually agreeable non-religious charitable organization as per Union policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.
- N. Members within the bargaining unit responsible for extra-curricular duties who wish to resign their position will be held responsible for those duties no longer than one (1) year from the date of submitting their letter of resignation or the hire of a suitable replacement, whichever occurs sooner.

### **Article V**

#### **No Strike**

During the term of the Agreement, the Union agrees there shall be no strikes, work stoppages or slowdowns. No officer or representative of the Union shall authorize, institute, instigate, aid or condone such activities.

### **Article VI**

#### **Release of Credit Information**

- A. When a request for credit information about a School District employee is received by telephone, the only information the District shall release is whether or not the person is/was employed by the District.
- B. Credit information requested by mail or telefax may be released under following conditions.
  1. Written permission to release information must be obtained from the individual about whom information is requested.

2. The employee in question shall be notified when credit information requests are made.
3. All requests by court order shall be honored.

## Article VII

### **Teacher Evaluation**

- A. Teacher evaluations shall be completed in accordance with the Performance Evaluation Reform Act of 2010(PERA) and PERA rules.
- B. Individual Goals
  1. Teachers will develop their individual goals at the beginning of each school year. Each teacher will prepare, in priority order, a minimum of 3 goals which are teaching oriented and written in measurable terms. Teacher shall develop their goals and submit them to their building Principal by September 15<sup>th</sup> of each year.
  2. Individual goals will be reviewed by January 15<sup>th</sup> of each year by the building Principal to evaluate the progress of goal attainment and to amend or revise the goals as necessary. Goals may be revised as a result of unforeseen circumstances upon approval of the teacher and administration.
  3. The approved goals and objectives shall become part of the instrument upon which the teacher's evaluation shall be based. Formal and informal evaluations of the teaching performances of a teacher shall be conducted and included as part of the evaluation process. Such evaluations shall be conducted openly and with full knowledge of the teacher. Following each formal classroom observation of classroom teaching performance, a meeting shall be held between the evaluator and the teacher to discuss the observation. Formal evaluations shall be reduced to writing and the teacher shall be provided a copy of the written evaluation and evaluation instrument. The teacher shall have the right to attach a written response to each formal and informal evaluation.
  4. Each teacher shall be evaluated by the appropriate Principal, and the evaluation shall be reviewed by the Superintendent for concurrence. Compliance or non-compliance with the goals and objectives shall be documented. Teachers shall receive a written narrative that summarizes evaluation, citing areas of strength and weakness in the teacher's performance. In addition to the teacher being evaluated, only the appropriate

Principal, the Superintendent, and the Board of Education shall have access to any individual teacher's evaluation score.

5. A tenure teacher who is not on the evaluation cycle shall complete the goals and objectives procedure as stated. Final written evaluation of the teachers individual goals will be concluded by May 1<sup>st</sup> of each year by the building Principal.
- C. An Evaluation Procedures Advisory Committee shall be established for the purpose of developing appropriate evaluation instruments, and providing recommendations to the Superintendent concerning unusual or special circumstances related to the evaluation process. The committee shall consist of the Jr./Sr. High School Principal, the Elementary School Principal, and three teachers (to be designated by the Union – one each from the elementary, Jr. high and Sr. high faculties). The Committee shall have the right to recommend to the Superintendent necessary changes in the evaluation instrument. The Superintendent will respond with an acceptance or rejection within ten school days.
  - D. The evaluation process and instrument must be in compliance the Performance Evaluation Reform Act of 2010(PERA)
  - E. A teacher who is not assigned an annual evaluation rating will automatically be assigned a rating of "excellent" if the teacher had two prior consecutive evaluation ratings from Elmwood CUSD #322 which were also rated excellent

### **Article VIII**

#### **Grievance Procedure**

Definition: A grievance is any difference arising between the Employer and the Union or any member or group of members of the Union with respect to the interpretation or application of this Agreement and any attached amendments.

##### **A. Time Line**

If the grievant or the Union fails to pursue the grievance to the next step within the prescribed time limits, the grievance shall be dropped. If the employer fails to respond within the prescribed time limits, the grievance will automatically proceed to the next step. The prescribed time limits may be extended by mutual consent of the Union and the employer.

B. Informal Resolution

The Board and Union acknowledge it is most desirable for any employee and his/her immediate supervisor to resolve problems through free and informal communications. If, however, such informal processes fail, a grievance may be processed as follows:

C. Formal Resolution

Step #1

Within five (5) working days of his/her knowledge of a grievance, an employee shall in writing present the problem to the immediate supervisor. Said supervisor shall reply in writing to the grievant by the end of the fifth work day following the day the grievance is presented.

Step #2

If there is not a satisfactory adjustment of the matter at Step 1 or if the immediate supervisor fails to respond within the specified time, the grievance shall be forwarded by the grievant to the superintendent or his/her designee. Such written grievance shall be submitted within five (5) working days of the supervisor's reply at Step 1, or in the absence of such reply, within five (5) working days of the date the reply was due.

Step #3

If the matter is not satisfactorily adjusted at Step #2 or the Superintendent or his/hers designee does not respond within five (5) working days of his/her notification, it may be submitted to the Board, by written notice with a request for a meeting by the Union. The Board shall conduct a hearing at the next regular Board meeting if the request for Board review occurs with less than five days before the next Board meeting. If requested by the grieving party, the Board shall hold a special Board meeting within 10 days of the request.

D. Arbitration

In the event that the grievance has not been satisfactorily resolved at Step #3 of the Grievance Procedure, upon request for the Union, the Board of Education, its designee, and the Union shall request a panel of arbitrators from the Illinois

Educational Labor Relations Board. If the Board of Educations, or its designee, and the Union are unable to agree upon one (1) of the panel members to resolve the grievance, an arbitrator shall be chosen by each party alternatively striking one (1) name from the list until one (1) name remains. The remaining name shall be the name of the arbitrator. The Union shall strike the first name; the Board shall strike the second name, etc. The arbitrator shall have authority only to interpret and apply the provisions of the Agreement and only to the extent necessary to decide the submitted grievance and shall not have authority to add to, detract from, or in any way alter the provisions of this Agreement. The parties will share arbitration costs equally.

E. Withdrawal

Grievances can be withdrawn at any time without establishing precedent, and upon agreement of the parties the grievance may proceed immediately to arbitration.

F. Class Grievance

Grievances involving two (2) or more employees must be filled by the Union as a single class grievance.

G. The decision of the arbitrator shall be binding upon the parties

H. Employees participating in the grievance procedure shall not be subjected to discipline or reprisal because of such participation.

## **Article IX**

### **Curriculum**

Teachers employed by Elmwood Community Unit District No. 322 shall have the right to discuss and consider professional matters relating to any changes or improvement of the educational programs of the District, and make recommendations to the Superintendent and Board concerning these matters. Teachers may organize committees and hold meetings for this purpose. Meetings shall be held so as not to interfere in any way with any teacher's regularly scheduled school day, unless approved in advance by the superintendent. Teacher may be granted release time from regularly scheduled school day, without loss of pay, as the Board deems necessary to accomplish the above mentioned function.

In any report of recommendations from the teachers to the Board, individual teachers or groups of teachers having minority or differing views shall have the right to present those views to the Board.

## **Article X**

### **Assignment and Reassignment**

#### **A. Assignment**

Teacher shall be given notice July 1 as to any change in their teaching assignments for the next school term; to the extent such changes are known. If later changes are made, the teacher shall be notified within ten (10) working days. When a teacher is notified of a change in assignment within 2 weeks of the start of school, the teacher will be entitled to a \$350 reassignment stipend. Newly hired teacher are not eligible for this stipend. A teacher's regular teaching assignment shall not be changed during the regular school year without the teacher's consent unless it is necessary to do so due to an emergency as determined by the administration. Any teacher who objects to a change in his teaching assignment may discuss the matter with the Superintendent.

#### **B. Voluntary Reassignment**

Teacher may request a voluntary reassignment. Such request must be made by April 1<sup>st</sup>, preceding the school term for which the reassignment is requested. The Superintendent will consider such request if a vacancy occurs due to retirement, lay-off or resignation that would allow for such reassignment. For purposes of this Section, the Board shall consider seniority, qualifications, and other merit factors.

#### **C. Involuntary Reassignment**

The District shall attempt to avoid involuntary reassignment. If such reassignment is determined to be necessary in the best interests of the school, then the teacher shall receive written notification from the superintendent of the contemplated reassignment at least fifteen (15) working days in advance of the Board's final decision. The teacher may request and receive a meeting with the Superintendent to discuss the reassignment. If dissatisfied with the results of the Superintendent's decision, the teacher may request and receive a meeting with the Board to present reason why the involuntary reassignment should not be acted on.

The decision of the Board shall not be grievable, and shall be final. For purposes of the Section, the Board shall consider seniority qualifications, and other merit factors. This provision shall not preclude the administration from making temporary assignments pending the Board's final determination.

## **Article XI**

### **Seniority**

- A. A non-tenured teacher shall not appear on the "sequence of honorable dismissal lists" in the District until he/she achieves tenure. Upon the acquisition of tenure, the teacher shall be credited with seniority dated from the teacher's first day of full-time continuous, uninterrupted service to the district for purposes of a reduction in force.

For purposes of the salary schedule, only full-time uninterrupted continuous service used for purposes of gaining tenure and beyond shall be used to determine advances on the salary steps.

- B. A tenured teacher shall acquire one (1) year of seniority for each complete year of continuous uninterrupted service in the District. No teacher shall receive credit for more than a full year's seniority in any given school year. Teachers on regular authorized and approved leave shall continue to earn seniority credit during that period of time for which they are on leave.
- C. A tenured teacher reduced to part-time status by Board-initiated action shall advance on the sequence of honorable dismissal list on the same basis as a full-time tenured teacher.
- D. A tenured teacher reduced to part-time status by the teacher's request shall acquire fractional seniority for every year the teacher continues in the part-time status. For purposes of this section, the amount of seniority acquired in a given year shall be computed by using the following formula:

$$\frac{\text{Number of periods taught}}{\text{Number of periods in a school day}} \times \text{number of days taught}$$

= number of days credited to the teacher's seniority

- E. In the event two (2) or more teachers have equal seniority, ties shall be broken on the following basis:
1. Date hired by the Board
  2. Date teacher signed contract
  3. 1<sup>st</sup> day of work
  4. Lottery
- F. A District sequence of honorable dismissal list shall be developed by the Board and the Union as provided by PERA, showing the names of all members of the bargaining unit in the district in order of their continuous service in the District.

The SOHD list shall include all subject areas that the individual teacher is certified and legally qualified to teach as prescribed by State Board Document 1. To achieve the addition of certification in a new subject area, the teacher must show proof of having met the requirements in Document 1.

## **Article XII**

### **Job Posting**

- A. All known openings in certified positions shall be posted in the teachers' lounges for ten (10) working days prior to the filling of the position. Should the vacancy occur during the period when school is not in session, the Superintendent shall mail notice of such vacancy or otherwise inform all those teachers who have received such notices. The request for such notice shall be for a specific subject area in the case of Jr. high school and Sr. high school and upper elementary or lower elementary grade levels.
- B. This provision shall not apply during the twenty (20) working day period immediately prior to the commencement of classes.
- C. This provision shall not preclude the hiring of substitute teacher(s) prior to filling a vacancy.

### **Article XIII**

#### **Reduction in Force**

Reduction in force shall be dealt with in accordance with PERA and public act 97-0008/97-0007.

### **Article XIV**

#### **School Day and Daily Schedule**

- A. The regular school day for all teachers shall consist of eight (8) hours (7:45 a.m. – 3:45 p.m.). The Superintendent shall have the discretion to adjust the times of attendance for students during the length of the contract. Teacher may be required to work a longer schedule on any given day to accommodate:
  - 1. Faculty meetings
  - 2. Extra duties
  - 3. Open houses
  - 4. Conferences
  - 5. Emergencies as defined by the administrator
- B. The administration shall endeavor to schedule club activities, sports activities and dramatic activities so as to avoid major conflicts.
- C. A duty-free lunch equal to that of students, but no case less than thirty (30) minutes shall be provided each teacher.
- D. On days of early dismissal due to inclement weather, an early dismissal day, or any other day so designated by the Board of Education or Superintendent/designee, teachers may leave 20 minutes after buses have left, unless faculty and/or committee meetings are scheduled.
- E. There shall be no more than one hundred eighty (180) teacher responsibility days, including preschool workshop for regular faculty members, teaching days institute days. If a teacher is required to work beyond one hundred eighty (180) days (the number required work days in a given school year) that teacher shall be compensated on a basis of 1/180 of his salary. This provision shall not prohibit extended contracts of more than one hundred eighty (180) days for additional compensation.

- F. Teachers who begin employment or terminate employment during the course of the school year shall receive total compensation for such period of employment as the period of employment relates to the total days of employment in the full school year. Days of employment shall be defined as the total number of required teacher attendance days, including institute days.
- G. Prior to the adoption of the annual calendar, the Superintendent, or his/her designee, shall present to the President of the Union a proposed calendar at least two (2) weeks prior to Board action for the study of that calendar.
- H. In accordance with the following schedule, or to the extent permitted by budgetary constraints: Grades K-6, one hour of aide time per class of 25 students or more. For students above 25, an additional ½ hour of aide time per day will be provided. The aide should be in place within four weeks of reaching the required class size.
- I. Teacher class schedules will be developed in a way that will allow as nearly as possible the following average preparatory times on a weekly basis:
- Elementary Teachers – equivalent of one hour per day
  - Junior High teachers – equivalent of one hour per day
  - High School teachers – equivalent of one block per day

It is understood that circumstances may arise that will require additional duties that may periodically reduce the preparatory time scheduled for the teacher(s) involved.

### Article XV

#### **Personnel Records**

- A. A personnel folder shall be maintained for each faculty member. This folder shall be in two (2) parts: part one (1) shall contain that information which is obtained prior to the teacher's employment, including credentials and references; part two (2) shall contain that information which has accumulated after the teacher has been employed at Elmwood School District #322.
- B. Correspondence, information and written material of every nature relative to a faculty member's position shall be included in part two (2) of the personnel folder only with the personal approval of the Superintendent, or his/her absence, some other person appointed by the Board, and with concurrent notification of the teacher of the placement.

- C. The faculty member shall have the right to answer any material in part two (2) of his/her personnel folder and have this answer placed in the file.
- D. Upon request of a faculty member, he/she shall be furnished with a reproduction, at his or her cost, of any material in part two (2) of his/her personnel folder within one (1) school day or business day if school is not in session.
- E. Each teacher shall, upon reasonable notice and during normal working hours, have the right to review the contents of part two (2) of his/her personnel file. During such review, the administration shall have the right to have a representative present.
- F. Except as permitted by the Personnel Records Review Act (820 ILCS 40/), no disciplinary report, letter or reprimand or other disciplinary action shall be divulged to any third party, to any person who is not a member of the Board or the administration, or to any party who is not a member of the Union engaged in representation of the teacher.
- G. The administration shall review all teacher personnel records before releasing information to a third party, and except when the release is ordered to a party in a legal action or arbitration, the administration shall delete disciplinary reports, letters of reprimand or other records of disciplinary action which are more than four (4) years old.

## **Article XVI**

### **Leaves of Absence**

#### A. Union Leave

The School District shall grant a maximum of two (2) days leave per year district-wide to allow its designated delegates to attend conferences and conventions of state and national parent organizations. Example – One (1) teacher two (2) days, two (2) teachers one (1) day each. The Union shall reimburse the District for the cost of any substitutes.

#### B. Leave of Absence Without Pay

Leaves of absence without pay may be granted to tenured employees who have rendered satisfactory service to the District and who desire to return to

employment in a similar capacity at a time determined in advance of leave approval.

Each approved leave of absence shall be of the shortest possible duration required to meet the purpose for the leave. Leaves of absence without pay for not more than one (1) year may be granted to tenured teachers according to the following conditions:

1. Written requests for leaves of absence without pay should be made at least three (3) months before the leave is desired, subject to approval by the Board.
2. Dates of departure and return must be acceptable to the administration and determined prior to initiating the request.
3. Leaves of less than one (1) month, if acceptable and approved by the administration, will not require Board approval nor three (3) months' notice.
4. Leaves may be granted for:
  - a. Advance study leading to a degree at an approved university;
  - b. Educationally related travel if the applicant provides an itinerary and an explanation of how such travel will improve the educational program;
  - c. Military service;
  - d. Family reasons; and
  - e. Other reason acceptable by the Board
5. Employees on such leave may continue insurance benefits if they reimburse the District for any pro rata costs of benefits for which they apply.

C. Leave of Absence With Pay

1. Employees will not advance on the salary schedule while on approved leave of absence with pay unless working at least one hundred ten (110) days of the school year in which the leave was granted.

## **Article XVII**

### **Fringe Benefits**

#### **A. Sick Leave**

Teachers shall receive fourteen (14) sick leave days in each year of the contract. Sick leave is defined as leave for personal illness, quarantine at home, or serious illness or death in the immediate family or household, (as defined in Section 24.6 of the Illinois School Code). Sick leave not used in the year of service for which it was granted shall accumulate to three hundred forty (340) for school years 2012-2013, 2013-2014, 2014-2015. Teachers shall be notified in writing at the beginning of each school year, upon request, as to the current number of sick leave days they have accumulated.

The teacher, if he/she has accumulated 340 sick days, shall have the option to use sick leave (according to sick leave code) or pay at the daily substitute rate for 2012-2013, 2013-2014, 2014-2015 school years for twenty (20) sick days used beyond the fourteen days entitled in each respective year.

Each teacher shall be permitted to utilize up to two (2) days of sick leave per school year, non-accumulative, as death or bereavement leave for those individuals not included in the School Code as immediate family. Requests to utilize sick leave days as bereavement days must be submitted to the Superintendent for approval as with a personal day request.

#### **B. Personal Leave**

Each teacher shall be granted two (2) personal days per annum. The teacher requesting such leave shall give five (5) days notice to the building Principal, who may waive such notice in case of emergency. In case of conflict, the first to request shall be granted leave.

Personal days shall be discouraged

1. The first or last week of a semester
2. The day before or after any Holiday Break.
3. The day of a scheduled institute or workshop day.

The Superintendent shall request the reason for the requested use of a personal day during these periods and at his/her discretion approve or deny the request. The action taken by the Superintendent does not constitute a precedent.

No more than two (2) teachers per elementary and two (2) teachers per high school building and no more than one (1) teacher per junior high building may be granted personal leave on the same day.

If requested prior to the final day of any given school year, a teacher may accumulate any unused personal leave days as personal days without pay to a maximum of two (2) days. If no request is made prior to the end of the school year, personal leave days shall accumulate as sick leave. Accumulated unpaid personal leave days (no more than two) may be taken at any time during the following school year subject to the limit of no more than two (2) persons per elementary building, no more than two (2) per high school building and no more than one (1) per junior high building.

Unpaid personal leave days may be used in conjunction with paid personal leave days subject to approval of the Superintendent. The teacher will not be responsible to pay the substitute for that day.

C. The Board shall contribute toward the individual and dependent insurance coverage under an employee group insurance plan as follows:

- Individual - \$350.00/month
- Individual & Spouse or Child(ren) - \$555.00/month
- Family - \$700.00/month

If there is an increase in premiums, the Board shall pay 80% of the increase and the teacher shall pay the remaining 20% in contract year 2012-2013; the Board shall pay 75% of the increases and the teacher shall pay the remaining 25% in contract year 2013-2014; the board shall pay 70% of the increase and the teacher shall pay the remaining 30% in contract year 2014-2015.

D. The Board shall provide each full-time teacher with a life insurance policy, at no cost to the teacher, in the amount of thirty-five thousand dollars. (\$35,000)

- E. Teachers may use up to three(3) schools days for workshops. Workshops taken during the school day will require prior approval from the Superintendent. Credit for semester hours for workshops will only be given if college credit is awarded from an accredited college or university.
- F. The Superintendent approved workshops will require pre and post workshop form to be completed by the teacher. The district will require the teacher to share information and skills with appropriate staff members.

For each approved undergraduate or graduate semester hour of credit in their teaching field the teacher acquires he/she shall receive one hour of credit.

In order to qualify for tuition reimbursement, a course must either be in the teacher’s teaching field, or deemed by the building Principal to assist the teacher in increased proficiency as a teacher. The teacher will file a pre-approval course form with the building Principal.

Semester hours or equivalent hours earned toward horizontal salary advancement shall be eligible toward the accumulated amount only if the course is approved by the building Principal, the college or university is accredited by the North Central Association (or its equal), and successfully completed with a “B” or better grade, and pre-approved pass/fail.

- G. Each teacher who successfully completes a graduate or under-graduate college course approved in advance by the Superintendent shall be reimbursed by the District at 70% of *the standard tuition and fee rate* charged by Illinois State University for a similar course during the school year in which the course is completed. The total reimbursement by the District for all such courses shall not exceed the following amounts for the indicated school years:

School Year	Amount
2012-2013	\$11,000.00
2013-2014	\$11,000.00
2014-2015	\$11,000.00

The total reimbursement available for courses completed during the summer/fall period of any school year shall not exceed one-half of the total allotment available during that school year. Unused allotments during any school year shall not carry over into the following school year.

Any teacher may from March 1 through March 15 of each year request approval for one course to be taken during the summer/fall period of the following school year. Should any funds available for the summer/fall period of any school year remain unallocated after March 15, any teacher may from April 1 through April 15 request approval for one or more courses to be taken during the summer/fall period of the following school year.

Any teacher may from October 1 through October 15 of any school year request approval for one course to be taken during the spring period of that school year. Should any funds available for that school year remain unallocated after October 15, any teacher may from November 1 through November 15 request approval for one or more courses to be taken during the spring period of that school year.

If teachers request the approval of courses which would require reimbursement of more funds than are available during any school year, reimbursement shall be made in order to the teachers with the longest length of service with the District until all funds are exhausted. For tenured teachers, the length of service shall be determined based upon the seniority list developed as required by Article XI of this Agreement.

- H. When approved in advance by the Superintendent, the District shall reimburse teachers for school business travel in personal vehicles at the rate of \$.40 per mile.
- I. The Board shall pay to each teacher who retires with at least one hundred twenty (120) unused sick days \$25.00 per day for a maximum of thirty (30) days. Retirement means entering the Teachers Retirement System.
- J. The District shall deduct the required member contributions owed to the Teachers Retirement System, including extra duties, and forward the same to the Teachers Retirement System.
- K. The life insurance stipend paid to employees who did not take the group health insurance prior to July 1, 1981, shall continue in effect as it did in the 1983-1984 school year. Any change in the above shall be first negotiated with the Union.
- L. Teachers shall be paid twenty-five dollars (\$25.00) for each "block" (90 minutes) served as an in-house substitute. Teachers shall be paid twelve dollars and fifty cents (\$12.50) for each "half-block" (45 minutes) served as an in-house substitute.

### **Retirement Incentive Program**

#### A. Retirement Incentive Program

The Board shall administer the following Retirement Incentive Program.

1. To be eligible for this retirement incentive program, a teacher must, submit an irrevocable letter to retire at the end of the school year in which: (a) they reach 35 years of creditable service recognized by the Teacher Retirement System (TRS), including any credit for accumulated sick leave or credit obtained as a result of a transfer from other pension systems, or (b) they reach age 60 with 20 years of creditable service, whichever first occurs. Staff members who take advantage of any early retirement option that results in a penalty to the District are not eligible. To be eligible, the teacher must not have exceeded a 6% increase in creditable earnings the year prior to providing three years' notice of retirement, in either of the two years prior to providing two years' notice of retirement, and any of the three years prior to providing one year's notice of retirement. The letter of retirement must be provided by June 1 preceding the school year the retirement incentive is to begin and be accompanied by the TRS member requested "Personal Statement of Benefits" and a "Benefit Estimate" indicating total years of service. Those teachers who have already passed the window specified above shall have a one-time opportunity to take advantage of a one, two or three year incentive as specified herein by submitting an irrevocable letter to retire by July 1, 2012 , provided that their retirement must occur on the last day of school of the 2013-2014 school year, or the last day of school of any prior year.
  
2. Retirement Incentives include:
  - a. A teacher giving the Board of Education a letter of retirement three (3) years in advance of retirement shall receive a 6% salary increase for each of his/her remaining years of service. This increase is inclusive of the negotiated salary schedule increase and all other increases in creditable earnings and extra duties performed for that year.
  
  - b. A teacher giving the Board of Education a letter of retirement two (2) years in advance of retirement shall receive a 6% salary increase for each of his/her remaining years of service. This increase is inclusive of the negotiated salary schedule increase and all other increases in creditable earnings and extra duties performed for that year.

- c. A teacher giving the Board of Education a letter of retirement one (1) year in advance of retirement shall receive a 6% salary increase for his/her final year of service. This increase is inclusive of the creditable earnings and extra duties performed for that year.
  - d. In the event a teacher discontinues performance of any extra duty position during the retirement incentive years, the teacher's salary shall be adjusted accordingly.
3. An employee selecting this Retirement Incentive Program who, after approval and/or the receiving of benefits, experiences a very unique change in his/her personal life situation, may apply to the Board of Education for relief of that decision. If relief is granted by the Board of Education, all Retirement Incentive Program monies must be repaid to the District by the employee as follows:

If the relief is granted to continue teaching beyond the specified retirement date, the teacher shall reimburse Elmwood School District all retirement incentives in a lump sum within six (6) months after the relief is granted. In the event of a hardship, the teacher electing not to retire may notify the Administration of the hardship and authorize the Administration to withhold from the teacher's salary each month the equal amounts necessary in order for the District to be reimbursed in full over a period not to exceed twelve (12) months. If the teacher decides to retire before the Elmwood School District is made whole, then the District may withhold larger amounts from the teacher's salary to assure that it is fully reimbursed or may seek other remedies as the Board may elect, and if the Board sues the teacher, the teacher shall not defend and shall confess judgment. Salary schedule step and seniority shall be restored. Years of service will not be affected.

If for any reason, a teacher retires before the scheduled retirement date and as a result of that retirement the District would incur penalties to TRS, the teacher shall reimburse Elmwood School District all retirement incentives in a lump sum within six (6) months after the relief is granted. In the event of a hardship, the teacher electing to retire before the approved retirement date may notify the Administration of the hardship and authorize the Administration to withhold from the teacher's salary each month the equal amounts necessary in order for the District to be reimbursed in full over a period not to exceed twelve (12) months. If the teacher decides to retire before the Elmwood School District is made whole, then the District may withhold larger amounts from the teacher's salary to assure that it is fully reimbursed or may seek other remedies as the

Board may elect, and if the Board sues the teacher, the teacher shall not defend and shall confess judgment.

Application for relief from the decision to retire must be made to the Board of Education no later than six (6) months prior to the intended retirement date or all incentive monies shall be repaid to the employer in the manner described above, regardless of the District not incurring TRS penalties by the retirement. "Hardship" as used in this section means substantial and unforeseen changes of personal or family circumstances, which make the planned retirement clearly undesirable.

In the event that a teacher's resignation date under this policy contemplated use of sick leave benefits for creditable service purposes, and the teacher subsequently uses all or a portion of his or her available sick leave days and does not have enough remaining sick leave days available upon the contemplated retirement date to retire without discount or use of the Early Retirement Option, the teacher's resignation shall be automatically revoked and the teacher shall, subject to his or her health condition, continue employment until such time that he or she is eligible to retire at the end of a school year without a discounted annuity or under ERO.

#### B. Retirement Bonus

Current language--The Board shall pay to each teacher who retires with at least one hundred twenty (120) unused sick days \$25.00 per day for a maximum of thirty (30) days. Retirement means entering the Teachers Retirement System.

#### C. Early Retirement Option

The Board of Education shall, at its option, adhere to the TRS regulations and limit the number of eligible employees who can take the Early Retirement Option in one (1) year to 10% of those who are eligible, with right of participation allocated among those applying on the basis of seniority in service to Elmwood Community Unit School District 322.

#### D. Status Quo

Status quo in the event of a change in the law or a rules change or interpretation by TRS subsequent to the incorporation of this provision into any contract shall be compliance with this provision (to the extent possible without penalty or additional cost to the District) but under no circumstances shall status quo be interpreted to require the

District to incur any assessment or penalty not contemplated by the parties at the time this provision was bargained. No penalty of any kind except as expressly and explicitly provided for herein was contemplated by the parties at the time this provision was bargained. If and when bargaining begins pursuant to a demand to bargain (resulting from a change in the law, rules change or interpretation by TRS), and if and when no agreement can be reached on the issue, the employer shall not be required to distribute any monies in a fashion that would result in any increased cost to the District due to a TRS assessment or penalty resulting from the change in the law or a rules change or interpretation by TRS or legislative change beyond the negotiated contribution amount paid on behalf of the employee (9.4% of creditable earnings up to 106% of the previous year's TRS gross; all as permitted without penalty) including any incentive amount that would not result in additional assessment or penalty.

This provision is tentatively agreed to and ratified with the understanding that it will be submitted to TRS for review to obtain reasonable assurance from TRS that the District will incur no penalties or additional assessments resulting from it, and that it is not otherwise problematic to TRS. If TRS should have objections or advises that the District will incur penalties by reason of this paragraph, then before this provision becomes effective it shall be revised through the negotiation process as necessary based upon findings from TRS and resubmitted and revised until reasonable assurance from TRS is obtained.

No aspect of this contract that would cause an employee's TRS creditable income to exceed 6% in a year that would cause the employer to incur a TRS cost as a result shall be deemed to be status quo at the time this contract expires. The parties intend that this language act as a specific waiver of status quo.

### **Sick Leave Bank**

The Sick Leave Bank is an agreement between the Elmwood Teachers Association (ETA) and the Elmwood C.U.S.D. #322 Board of Education. The purpose of the Sick Leave Bank is to provide a means of obtaining additional sick leave days to avoid loss of compensation due to a catastrophic illness or catastrophic injury of the employee or his or her immediate family. The Sick Leave Bank does not provide unlimited paid sick leave for any medical reason but is to alleviate the hardship caused when employees lose compensation as the result of a catastrophic illness or catastrophic injury. This benefit is available to eligible, voluntarily participating certified faculty who have legitimately exhausted all of their accumulated sick, personal, vacation, and compensatory time.

The Sick Leave Bank shall consist of the accumulation of contributed sick leave days from employees not to exceed the limit hereinafter set forth. By September 15th of the current school year each employee may contribute one (1) sick leave day from his or her accumulated sick leave. When the bank drops below forty (40) days total, all teachers who wish to have access to the bank must contribute 1 day to rebuild the bank. The Bank may accumulate up to the maximum number of days allowed to any individual employee under the terms of the negotiated contract. No certified employee is eligible to request leave from the sick Leave Bank during any school year unless that employee has become a member of the Sick Leave Bank for that school year in the manner established by this memorandum.

The Bank shall be administered by a committee, consisting of five representatives, with 3 teachers from the Elmwood Teachers Association (ETA) and 2 members of the Board of Education and/or Administration. The committee shall rule on each individual application for withdrawal of days from the Bank within the following guidelines.

1. Catastrophic illness or catastrophic injury is defined as a severe medical condition which requires an employee's absence from work for a prolonged period of time and which results in a substantial loss of income to the employee because of the exhaustion of all earned sick, personal, vacation and/or compensatory time. A qualifying illness or injury might include, but is not limited to, cancer, major non-elective surgery, serious accident, heart attack, stroke, or complications of pregnancy. In order to be defined as catastrophic, an illness or injury must be seriously incapacitating, of extended duration, and require the services of a licensed health care provider.
2. A member or his/her designee must complete the Elmwood C.U.S.D. #322 Catastrophic Sick Leave Bank Application for leave and submit it to the Superintendent.
3. Applications must be accompanied by the Elmwood C.U.S.D. #322 Catastrophic Sick Leave Bank Physician's Statement from a licensed health care provider that includes the beginning date of the condition, a description of the illness or injury, and a prognosis for recovery. Requests should indicate the estimated number of sick days required and information related to any pending disability claims.
4. Sick Leave Bank may be used for the personal illness or injury of the employee or to care for a spouse, parent, child, or to care for a member's non-custodial child who is less than 18 years of age.

5. The employee shall not be required to pay back, in any manner, the number of days awarded by the Bank.
6. The employee's eligibility for the Illinois Teachers' Retirement System, and/or any other disability benefits programs will be considered before ruling on the request.
7. Extended leave from the bank cannot be used for a period of disability when monies are paid to an employee under Workers' Compensation.
8. The amount of sick leave, if any, granted for each request will be determined by a majority of the membership of the Committee but cannot exceed one-third of the balance in the Bank or a maximum of twenty (20) working days per application, whichever is less. The Committee shall determine the number of days approved and reserves the right to disapprove of any request or to approve fewer days than are requested by the member. All decisions of the committee are final. Decisions of the committee are not grievable under the grievance procedure established in the collective bargaining agreement. .
9. Consideration will be given to pertinent factors, which, at any given time, may have greater or lesser weight at the discretion of the Committee. An employee requesting use of the Sick Leave Bank may have his/her prior sick leave usage audited. Patterns of absence will be reviewed, noted, and considered. Patterns of absence are most often indicated by frequency, duration, and time of absences.
10. Use of Sick Leave Bank benefits is considered under the provisions of the FMLA and any use is included in the twelve (12) weeks of leave provided under this Act, if applicable.
11. Any leave granted may be used only for the purpose requested on the application. Any unused portion will be returned to the Bank
12. Sick leave days contributed to the Bank cannot be taken back by the participant under any circumstances. Members must waive any claims to leave voluntarily donated to the Bank, including any monetary or retirement-related value the days may hold.
13. Sick leave days available in the Bank at the end of a school year will be carried over into the next school year, up to a maximum of 80 days.

14. Any sick leave day donated by an employee for the purpose of becoming a member of the Sick Leave Bank which would result in accumulation of sick leave days in excess of 80 is permanently lost to both the donating employee and the Sick Leave Bank.
15. No borrowing against anticipated future deposits into the Bank may occur. Only the available days currently in the Bank are subject to distribution.
16. In the event that the Bank is closed, the remaining days are voided and are no longer available for use. Sick Leave Bank benefits are not available for leave taken prior to eligibility for participation in the Bank.

### **Article XVIII**

#### **Salary Schedule – Step**

Determination of placement on salary schedule: a step is defined as a position on the salary schedule determined by the years of prior service recognized at the time of employment in the district, and advancement of one step per year of full-time continuous, uninterrupted service in the district.



**Activity Schedule**

**2012-2013**

**2013-2014**

**2014-2015**

Activities shall be paid in accordance with the following schedule. Figures shown on this schedule are percentages of the BS + 0 column on the salary schedule, and may accrue up to the 15<sup>th</sup> step on the salary schedule for each individual activity, based on the number of years the teacher has been involved in that activity.

<b>Activity</b>	<b>2012-2015 Pay Scale</b>
High School Cheerleading Coach	5.20%
Junior High Cheerleading Coach	3.60%
Drama Sponsor	0.52%
Play Director	4.00%
Jr./Sr. High Vocal Director	3.50%
Jr./Sr. High Instrumental Director	3.50%
Pom Pon Coach	4.70%
High School Yearbook	3.20%
Elementary School Patrol	1.60%
FFA Sponsor	7.80%
Band	7.80%
Flag Squad Coach	1.50%
High School Scholastic Bowl	7.00%
Jr. High Scholastic Bowl	2.00%
5/6 Grade Scholastic Bowl	2.00%
Head Football Coach	13.50%
Assistant Football Coach	8.50%
Frosh-Soph Football Coach	7.00%
High School Boys Cross Country Coach	12.50%
High School Girls Cross Country Coach	12.50%
High School Boys Track Coach	8.00%
High School Girls Track Coach	8.00%
High School Assistant Boys Track Coach	3.00%
High School Assistant Girls Track Coach	3.00%
Head Boys Basketball Coach	13.50%
Assistant Boys Basketball Coach	9.00%
Head Girls Basketball Coach	13.50%
Assistant Girls Basketball Coach	9.00%
Jr. High Boys Track Coach	7.50%
Jr. High Boys Asst. Track Coach	3.00%
Jr. High Girls Track Coach	7.50%
Jr. High Girls Asst. Track Coach	3.00%

AGREEMENT BETWEEN THE ELMWOOD TEACHERS ASSOCIATION, LOCAL 4235, AFT/AFL/CIO AND  
THE BOARD OF EDUCATION, ELMWOOD COMMUNITY UNIT DISTRICT #322

Jr. High Cross Country Coach	4.00%
5th Grade Boys Basketball Coach	1.50%
6th Grade Boys Basketball Coach	1.50%
5th Grade Girls Basketball Coach	1.50%
6th Grade Girls Basketball Coach	1.50%
7th Grade Boys Basketball Coach	6.00%
8th Grade Boys Basketball Coach	6.00%
Jr. High Asst. Boys Basketball Coach	3.00%
7th Grade Girls Basketball Coach	6.00%
8th Grade Girls Basketball Coach	6.00%
Jr. High Softball Coach	3.00%
Jr. High Baseball Coach	3.00%
Jr. High Volleyball Coach	3.00%
Jr. High Speech Coach	2.00%
Jr. High Science Olympiad Coach	2.00%
High School Athletic Director	13.50%
Jr. High Athletic Director	7.00%
Freshman Class Sponsor	0.52%
Sophomore Class Sponsor	0.52%
Junior Class Sponsor	1.04%
Senior Class Sponsor	1.04%
National Honor Society	0.52%
Spanish Club	0.52%
French Club	0.52%
High School Student Council	0.65%
Jr. High Student Council	0.52%
High School Speech Team Coach	2.60%
High School Newspaper	0.52%
Choral Director	3.70%
Art Club	0.52%
Key Club	4.50%

AGREEMENT BETWEEN THE ELMWOOD TEACHERS ASSOCIATION, LOCAL 4235, AFT/AFL/CIO AND THE BOARD OF EDUCATION, ELMWOOD COMMUNITY UNIT DISTRICT #322

2012-13

3.5%

<b>proposed schedule showing 2% step plus raise shown below</b>							
<b>step</b>	<b>BS</b>	<b>BS+8</b>	<b>BS+16</b>	<b>BS+24</b>	<b>BS+36/MS</b>	<b>MS +12</b>	<b>MS + 24</b>
<b>0</b>	34995	35588	35987	37174	38756	41942	43410
<b>1</b>	35336	35935	36338	37537	39134	42351	43833
<b>2</b>	35853	36461	36869	38086	39706	42971	44475
<b>3</b>	36466	37084	37499	38737	40384	43705	45234
<b>4</b>	37177	37807	38231	39492	41172	44557	46117
<b>5</b>	37721	38361	38790	40070	41775	45209	46792
<b>6</b>	38365	39016	39452	40755	42488	45981	47591
<b>7</b>	39114	39777	40222	41550	43317	46878	48519
<b>8</b>	39829	40505	40961	42312	44111	47688	49357
<b>9</b>	40561	41247	41711	43088	44919	48513	50211
<b>10</b>	41304	42002	42475	43878	45743	49353	51080
<b>11</b>	42031	42667	43200	44747	46743	50205	51962
<b>12</b>	42781	43407	43949	45641	47745	51075	52862
<b>13</b>	43506	44142	44673	46521	48735	51957	53775
<b>14</b>	44243	44627	45410	47404	49758	52856	54706
<b>15</b>	44979	46060	46146	48331	50757	53770	55651
<b>16</b>	45720	46399	46874	49169	51527	54699	56613
<b>17</b>	46443	47149	47607	49804	52746	55645	57592
<b>18</b>	47190	47815	48347	50919	53761	56332	58304
<b>19</b>	47916	48216	49081	51802	54748	57311	59317
<b>20</b>	48666	49347	49801	52695	55757	58310	60351
<b>21</b>	49333	50073	50558	53577	56752	59329	61405
<b>22</b>	50042	50810	51281	54461	57761	60360	62473
<b>23</b>	50865	51544	52031	55329	58751	61393	63542
<b>24</b>	53317	54021	54507	57929	61460	64226	66474
<b>25</b>					62428	65237	67520
	<b>% Raise for year</b>	<b>1.50%</b>	<b>+2% = 3.50%</b>		<b>2012-2013</b>		



