AGREEMENT

Between the

BOARD OF EDUCATION OF

LELAND SCHOOL DISTRICT NO. 1

and the

COMMUNITY UNIT NO. 1 TEACHERS' ASSOCIATION

2001-2004

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AGREEMENT

ARTICLE I

THIS AGREEMENT is made and entered into by and between the BOARD OF EDUCATION OF LELAND COMMUNITY UNIT SCHOOL DISTRICT NO. 1, LaSalle County, Illinois, (hereinafter referred to as the "Board") and the COMMUNITY UNIT NO. 1 TEACHERS' ASSOCIATION, affiliated with the Illinois Education Association, IEA/NEA, (hereinafter referred to as the "Association"). The Board and the Association believe that they have a common responsibility to provide the pupils of the District with a quality educational program. It is the hope of both parties that this agreement will assist in the maintenance of such an educational program.

ARTICLE II

RECOGNITION AND SCOPE

2.1   Recognition. The Board hereby recognizes the Association as the sole and exclusive bargaining agent for all regularly employed full and part-time certificated teaching personnel, excluding the superintendent, principals, administrators, substitute teachers, and any other employees excluded from coverage under the Illinois Educational Labor Relations Act.

2.1.1 Definition. When used herein, the term "teacher" or the term "employee" shall refer to members of this bargaining unit as defined above.

2.2   Scope. The Board and the Association agree to negotiate in good faith with respect to wages, hours and other terms and conditions of employment as required by law, provided that such obligation does not compel either party to agree to a proposal or require the making of a concession.

2.3 Fair Share. No employee shall be required to join the Association as a condition of employment. However, each full-time teacher who is not a member of the Association is required to pay a fair share fee to the Association for the purpose of deferring the costs of services rendered by the Association to non-members.

In the event a teacher does not pay the fair share fee directly to the Association within 30

days following the commencement of employment, the Board shall deduct the fair share fee from the wages of the employee in accordance with the procedures currently established in the District for membership dues deduction.

At least annually, the Association must certify the amount of this fair share fee, which may not include contributions related to the election or support of candidates for political office. The Association shall also comply with the Notice of Fair Share fees requirement and other provisions as provided by the applicable rules of the IELRB. The Board shall not be required to deduct the fair share fee until the certification and notice requirements described herein have been met as required by applicable law and/or the rules and regulations of the IELRB.

The obligation to pay a fair share fee will not apply to any employee who, on the basis of either a bonafide religious tenet or teaching of a church or religious body of which such employee is a member, objects to the payment of a fair share fee to the Association.

The Association shall indemnify and save the Board harmless against any and all claims, demands, suits, or other forms of liability, including all costs and attorney's fees that shall arise out of or by reason of any action taken or not taken by the Board for the purpose of complying with this Article, or in reliance upon any list, certification or notice furnished pursuant to this Article.

Notwithstanding anything herein to the contrary, this Section 2.3 shall not apply to those District employees not members of the Association as of September 30, 1985. No such employee shall be required by this Article to pay any fair share fee.

ARTICLE III

WORKING CONDITIONS

3.1   School Calendar. The Board shall annually adopt a school calendar as required by applicable law. A copy of administration's tentative calendar shall be provided to the Association a reasonable period of time prior to its adoption by the Board in order that the Association may submit written suggestions regarding the tentative calendar. The teachers shall be placed on Board agenda for the purpose of presenting such suggestions to the Board.

3.2   Duty Free Lunch. Each teacher shall be guaranteed a duty-free lunch of at least thirty (30) minutes per day.

3.3   Preparation Time. The Board will continue to provide release time to teachers for preparation purposes. During the regular student day, 8:10 a.m. to 3:05 p.m., the Board will provide no less than 150 minutes of release time per each five day work week. In the event that the Board wishes to change the number of periods in the school day at the secondary level, it shall appoint a committee which includes teachers to consider the issue.

3.4   Assignment. Teachers will be given their tentative schedules no later than the last day of the school term. The administration shall promptly notify a teacher of any change to his/her schedule forty-five (45) days before the start of the next school term provided that the administration is aware at that time, otherwise, the teacher will be notified as soon as reasonably possible after the

administration becomes aware of the change.

3.5   Work Day and Work Hours. The regular teacher work day shall be from 7:45 a.m. to 3:45 p.m. Normal dismissal time shall be 3:30 p.m., 3:15 p.m. on Fridays and days before holiday vacations.

3.6 Discipline. The Board and Association agree that proper student control is a joint effort of teachers and administrators at all times wherein students are under the jurisdiction of the school. All certified staff members shall assume reasonable responsibility for student control and enforcement of the approved code of discipline. Administration shall continually support faculty in providing information to students about desired behavior.

ARTICLE IV

EMPLOYEE/ASSOCIATION RIGHTS

4.1   Curriculum Development. Teachers shall have the right and responsibility to participate in activities designed to improve the curriculum and, by working through established channels they may make recommendations for curricular change.

4.2   Indemnification. The Board shall protect and indemnify teachers against damage claims and suits, including the defense thereof, when damages are sought for negligent or wrongful acts alleged to have been committed in the scope of employment as provided for in the applicable provisions of the Illinois School Code. All teachers shall sign up for any liability insurance coverage offered by the State at no cost to the teachers.

4.3   In-Service Program. A committee of teachers in conjunction with the principal shall have the right to make recommendations regarding the in-service programs to be used in the District.

4.4   Personnel Files. Teachers shall have the right upon request and at reasonable times to review the contents of their personnel files, except for pre-employment references. Only one official file shall be kept for each teacher. Each teacher shall have the right to insert material relevant to his service in this school or his qualifications in general. A teacher shall have the right to attach dissenting material to any item in his file. Reasonable requests by teachers for single copies of materials in their official file, except privileged information, will be honored by the Administration. Transcripts, certificates and any item of personal value to the teacher shall, upon request, be made available to the teacher upon termination from the District provided, however, that the District will retain all records or copies thereof as deemed necessary for business purposes or as may be required by law.

4.5   Notice of Special Board Meeting. Except in emergency situations, the Board will use reasonable effort to notify the Association's President of any special meetings of the Board. During the summer months, the Superintendent will attempt to telephone the Association President to advise as to any special meetings.

4.6   Board Minutes. Copies of all synopses of Board minutes, if any, shall be mailed to the Association's President or during the school term placed in the mailboxes of all teachers within a reasonable time after their preparation.

4.7   Access to Information. The Board shall make available to the Association upon request the financial records of the District. The Association may request and receive a copy of any public records of the Board, except those exempt from disclosure by law. The Superintendent shall post the agenda for each Board meeting on the bulletin board in the Superintendent=s office and shall also place a copy of the agenda in the teachers= lounge. A copy of Board minutes, when prepared and approved for distribution, shall be provided to the local Association President.

4.8   New Teachers. Names and addresses of newly hired teachers shall be provided to the Association as soon as available and only with the consent of the teacher.

4.9   Mailbox. The Association may use the school mailboxes to facilitate the dissemination of official identified Association material. The Association agrees, however, not to knowingly use the mailboxes for any purpose which has an adverse effect on the District.

4.10   Use of Bulletin Boards. The Board agrees that the Association shall not be prohibited from using any available bulletin board space in employee lounges or other areas not frequented by students for the purpose of posting notices and other materials related to Association activities. All notices and materials that are posted are to be signed or initialed by an authorized Association representative.

4.11   Association Meetings. The Association shall have the right to use the school building to hold general membership meetings, provided that the principal is given reasonable advance notice, the meeting will not disrupt or interfere with any facet of the school's educational, administrative or extracurricular programs, and so long as the Association reimburses the District for any additional maintenance as custodial expenses covered by such a meeting.

ARTICLE V

GRIEVANCE PROCEDURE

5.1   Definition. A grievance is defined as a written claim that there has been a violation, misinterpretation or misapplication of a specific provision of this agreement. No grievance will be processed or entertained unless it is filed in writing in accordance with Step 1 within thirty (30) days after the occurrence of the event giving rise to the grievance.

5.2   General Provisions.

5.2.1 Time Limits. All time limits consist of school days except that between the end

of the school term in June and the beginning of the next school term, the time limits shall consist of days when the District's business offices are open. All time limits may be extended by mutual written agreement between the parties. Failure to follow the time limits, except when mutually extended, shall act as a bar for further process of the grievance.

5.2.2   Association Representation. An employee will be entitled to Association representation at each step of the grievance process.

5.2.3   Bypass. Upon the mutual agreement of the Association and the superintendent, a grievance may be brought directly to any step.

5.2.4   No Reprisals. No reprisals shall be taken by the Board or Administration against an employee because of participation in any grievance. Files of grievances shall be kept separate and distinct from the personnel files.

5.2.5   Convenience. The parties will attempt to arrange mutually convenient times and places for meetings and hearings conducted pursuant to this Article.

5.2.6   Informal Resolution. The parties agree that it is usually most desirable for an employee and the employee's immediate supervisor to resolve problems informally. Therefore, an attempt to resolve problems informally should be made. If a grievance cannot be resolved informally, it must be processed in accordance with the below procedures. The employee may bring a representative of his choice to the informal conference provided that the employee notifies the supervisor reasonably in advance of the meeting of his intention to do so. The parties agree, however, that it is often best to carry out the informal conference without representation.

5.3   Procedures.

5.3.1   Step 1. The grievant shall file his grievance in writing with the building principal within thirty (30) school days of the occurrence of the event giving rise to the grievance. The building principal or designee shall confer with the grievant in an attempt to resolve the grievance. A decision in writing shall be rendered to the grievant within ten (10) days of the conference.

5.3.2   Step 2. If a satisfactory agreement is not reached at Step 1, the grievant may appeal to the superintendent or his designee in writing within ten (10) days after receipt of the decision of the building principal or his designee. The superintendent or his designee shall hold a conference within ten (10) days after receipt of the appeal and a written decision shall be rendered by him or his designee within ten (10) days after the conference.

5.3.3   Step 3. If the grievance is not resolved at Step 2, the grievant may submit the grievance to the Board of Education. The grievance must be submitted to the Board within ten (10) days of the Superintendent's decision or the date upon which it was due. The Board will conduct a hearing on the grievance within forty-five (45) calendar days of the submission. The Board shall

render its decision within ten (10) days after the hearing.

        5.3.4   Step 4. In the event that the grievant is not satisfied with the disposition of his grievance at Step 3, the grievance may be submitted to binding arbitration within twenty (20) days after receipt of the Step 3 decision. The parties may attempt to agree upon an arbitrator within ten (10) school days after receipt of the notice of referral. In the event the parties are unable to agree upon an arbitrator within the ten (10) day period, the parties shall request an arbitrator from the American Arbitration Association. The selection of the arbitrator shall follow the standard operating procedures set forth by the American Arbitration Association. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of the agreement. He shall consider and decide only the specific issues submitted to him in writing and shall have no authority to make any decision or recommendation on any other issue not so submitted to him. The arbitrator's decision shall be based solely upon his interpretation of the meaning or application of the specific terms of this agreement to the facts of the grievance presented. The fees of the arbitrator and that of a court reporter, if requested by either party, shall be divided equally between the Board and the Association. All other expenses shall be borne by the party incurring them.

ARTICLE VI

MANAGEMENT RIGHTS

        6.1   Management Rights. All management rights and functions, except those which are clearly and expressly abridged by this agreement, shall remain vested exclusively in the Board. It is expressly recognized, merely by way of illustration and not by way of limitation, that such rights and functions include, but are not limited to (1) full and exclusive control of the management of the District, the supervision of all operations, the methods, processes, means and personnel by which any and all work will be performed, the control of property and the composition, assignment, direction and determination of the size and type of its working forces; (2) the right to determine the work to be done and the standards to be met by employees covered by this agreement; (3) the right to change or introduce new operations, methods, processes, means or facilities, and the right to determine whether and to what extent work shall be performed by employees; (4) the right to determine the qualifications of employees, and to suspend, discipline and discharge employees for cause and otherwise to maintain an orderly, effective and efficient operation.

        6.2   No Strike Clause. During the term of this agreement, the Association agrees not to strike, not to engage in any work stoppages, and not to picket in any manner which would disrupt the operations of the School District.

ARTICLE VII

LEAVES

        7.1   Sick Leave. Sick leave shall be granted on the basis of twelve (12) days at full pay for each school term, unlimited accumulation. Sick leave shall be interpreted to mean personal illness or

serious illness or death in the immediate family which includes: parents, spouse, brothers, sisters, children grandchildren, grandparents, parents-in-law, sisters-in-law, brothers-in-law, and legal guardians. One (1) day of sick leave may be used in the case of the death of aunts, uncles, nieces, nephews, sons-in-law, daughters-in-law, grandparents-in-law and close personal friends as determined by the Superintendent. The use of additional available sick leave may be authorized for bereavement purposes on a case by case basis by the Superintendent in his or her discretion. The Board may/will require a physician=s certificate as a basis for pay after three (3) consecutive days of personal illness, or as it may deem necessary in other cases. Sick leave shall be provided to part-time teachers on a pro rata basis. Absence under this Section for a block of time less than two (2) hours will be deducted as one-quarter (1/4) of a day; absence for a block of time more than two (2) hours, but less than four (4) hours, will be deducted as one-half (1/2) of a day; absence for a block of time more than four (4) hours will be deducted as a full day.

       7.2   <u>Personal Leave</u>. An employee may use two (2) days of sick leave each year for the purpose of conducting urgent personal business which cannot be conducted during non-school hours. Personal leave may not be used on the day before or the day after any holiday or vacation period. In extraordinary and exceptional circumstances, the Superintendent may grant personal leave outside foregoing limits at his sole discretion and any such action shall not be appealable or precedential in any respect. Notice of proposed use of personal leave must be given to the principal at least forty-eight (48) hours in advance, provided that the superintendent may waive this requirement if, in his judgment, an emergency situation prevented the notice. Absence under this Section for a block of time less than two (2) hours will be deducted as one-quarter (1/4) of a day; absence for a block of time more than two (2) hours, but less than four (4) hours will be deducted as one-half (1/2) of a day; absence for a block of time more than four (4) hours will be deducted as a full-day. Personal leave may accumulate without limit, provided, however, that no more than five (5) such leave days may be taken in any academic year. Upon termination from the District other than dismissal for cause, staff members shall be reimbursed for accumulated personal leave days at the current substitute teacher rate. At retirement, a teacher may elect to use accumulated personal leave days for TRS credit purposes, if allowed by TRS, rather than accept reimbursement. Personal leave is available to part-time teachers on a pro-rata basis.

       7.3   <u>Professional Leave</u>. One day of professional leave per year shall be allowed each teacher. This leave shall not be charged to sick leave or personal leave. Administrative approval must be received before professional leave may be used. Expenses not exceeding $200.00 will be paid by the Board. Teachers who are assigned by the District to state mandated programs, required to fulfil District requirements, or teachers who have arranged with an outside agency for the cost of participation and the substitute teacher, shall experience no loss of their professional day if the Superintendent deems their attendance necessary. The Superintendent may approve additional professional leave on a case by case basis in his or her discretion.

       7.4   <u>Jury Duty Leave</u>. Employees who are required to serve on jury duty during the year shall receive full salary during the period of such service. The employee shall be required to remit to the District the fee received for service. Daily rates received for such duties shall be reimbursed to

the District only for those working days when the teacher was absent and do not include any compensation received for food or travel.

7.5   Military Leave. Employees shall be granted a leave of absence without pay while in the military service of the United States.

7.6   General Leave. The Board may grant a leave of absence without pay for a period of up to one school year. Requests for such leave are to be submitted to the Board through the Superintendent.

7.7   Mandated Educational Trips. If a teacher is accompanying students on a school-mandated trip, this will not count as his/her professional day.

7.8   Association Leave. The Association may send one (1) teacher to the annual IEA-NEA Representative Assembly for no more than two school days each year without loss of salary or leave credit providing that the Association shall reimburse the District for the cost of the substitute for the teacher.

7.9   Childrearing Leave. Teachers may be granted an extended leave of absence for childrearing purposes subject to the below-stated conditions and limitations. No teacher is required to take a childrearing leave, but instead, may utilize available sick leave for those work days during which the teacher is unable to work due to pregnancy or any pregnancy-related disability.

    1.   Teachers may commence a childrearing leave whenever they choose, but no later than the date upon which the mother or child is discharged from the hospital or five days from the date of delivery whichever occurs last.

    2.   Childrearing leave will be granted to teachers in accordance with a plan arranged with the Superintendent. The plan must state the date upon which the teacher shall begin and return to work from the leave. A childrearing leave may be for the duration of the school term during which the leave begins.

    3.   Any teacher granted a childrearing leave, who has completed 90 days or more of work during that school year, shall be considered to have completed a full year for the purpose of advancement on the salary schedule for that year. Upon a teacher's return from a childrearing leave, the teacher shall be granted the same or comparable position within the system. Teachers on childrearing leave are subject to dismissal on the same terms and conditions as are applicable to all other teachers.

    4.   A teacher granted a childrearing leave may make arrangements during the leave to continue hospitalization and surgical insurance coverage, as provided under fringe benefits, at the teacher's own expense.

    5.   A childrearing leave shall also be available to any teacher who furnishes

satisfactory evidence of pending adoption proceedings and who applies in writing to the Board of Education.

6. Childrearing leaves are without pay. No teacher shall be entitled to use sick leave after the commencement of a childrearing leave. Sick leave is available prior to commencement of such leave.

7.10 Testimony. For subpoenaed testimony in court, there shall be no loss of pay unless the employee or the Association or any of its local members or agents are parties to the case. This leave shall not be granted for more than two (2) work days per school term.

7.11 Injury on the Job. A School District employee who is absent from work due to injury on the job shall be entitled to keep any Worker's Compensation check to which he or she is entitled under the Illinois Worker's Compensation Act, and also to receive the difference between such Worker's Compensation benefit check and the amount of full salary or pay (less applicable deductions) from the School District. Such employee shall be eligible to receive School District salary or pay in addition to the Worker's Compensation benefits only for so long as the employee has sick leave available, and such employee shall be charged one-third (1/3) of a day of sick leave for each day absent. In the alternative, an employee may choose to receive full salary or pay from the School District, with a proportionate sick leave deductions, as long as sick leave is available and on the condition that any Worker's Compensation benefit check payable to such employee for the period during which sick leave is being used are endorsed over to the School District by such employee. Also, should the employee choose to do so, the employee may keep any worker's compensation payments received and not use any available sick leave in which case the District shall make no additional salary payment to the employee during the period of disability for which worker's compensation payments are made to the employee. It is the intention of this policy to afford employees not more than full pay by way of sick leave and Worker's Compensation benefits for injuries on the job.

ARTICLE VIII

EVALUATION

8.1 The District has developed a teacher evaluation plan. Prior to any change in the evaluation procedures set forth in the plan, the Administration will meet with the Association to mutually cooperate in the formulation of such change(s).

ARTICLE IX

REDUCTION IN FORCE

9.1 Seniority Definition. For purposes of this Article IX, seniority is defined as the length of service as a full-time teacher from the date of most recent hire in the District. A teacher who is afforded a non-paid leave of absence does not receive credit for the period of the leave. Seniority shall be calculated in increments of school years and days converted to a fraction of days/180.

Should a conflict arise concerning two (2) or more teachers with identical seniority, the date of official Board action on the teachers employment shall be the determining factor. If a tie still exists, the date of receipt of application resulting in employment as a teacher shall be used to break the tie.

9.2   General. When the Board determines it to be in the interests of the District to decrease the number of tenured teachers employed or to discontinue some type of teaching service, all non-tenured teachers shall be dismissed prior to dismissing any tenured teacher who is legally qualified to hold any position held by a non-tenured teacher. As between tenured teachers, the teacher or teachers having less District seniority shall be dismissed first so long as the more senior teacher(s) is legally qualified to hold the position held by the less senior teacher(s).

9.3   Recall Rights. If the Board has any vacancy for the school year following a reduction in force or within one year from the commencement of the following school term, the position(s) then becoming available shall be tendered to the tenured teacher(s) honorably dismissed so long as they are legally qualified to hold such position(s) at the time the position(s) become vacant. Vacant positions include full-time teaching positions and full-year, part-time teaching assignments, but do not include substitute positions and positions becoming vacant because of leaves, whether paid or unpaid. A tenured teacher so recalled retains tenure status but the period of time while the teacher did not teach shall not be counted toward seniority. To be eligible for recall, the honorably dismissed tenured teacher must provide the Board in writing, prior to the last day of the school term of dismissal, with the address where such teacher may be reached. The teacher must also notify the Board in writing, within fourteen (14) calendar days of mailing or within seven (7) calendar days of receipt of the offer, whichever shall occur first, of the acceptance of a vacant position offered to the teacher during the recall period. Failure to notify the Board of acceptance shall constitute a rejection of the offer of employment. If a teacher rejects an offer of a full-time vacant position, the teacher shall be deemed to have waived any and all further recall rights.

ARTICLE X

COMPENSATION AND FRINGE BENEFITS

10.1   Salary. The salaries for the 2001-2002, 2002-2003 and 2003-2004 school years are as set forth on the salary schedules attached hereto in Appendix A.

10.1.1   Vertical Placement and Advancement. It is recognized that teaching is a profession and that the success of the educational program depends in large part upon the effectiveness of teaching. Although vertical advancement on the schedule shall normally be at the rate of one step each year, the Board reserves the right to withhold a vertical salary increment as to any teacher whose performance is unsatisfactory and who receives a letter of remediation from the Board. A teacher who has been rated unsatisfactory but subsequently completes his or her remediation period with a rating of satisfactory or better shall advance one vertical step on the schedule upon successful completion of his or her remediation, and shall be paid any salary that was withheld as a result of the teacher being placed on remediation. In no case shall a teacher be entitled to more than one vertical step advancement in any school year.

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10.1.2 <u>Horizontal Placement</u>. Horizontal or lane placement for each school term shall be determined by the number of credit hours earned as of September 1st of the school term. Evaluation of credits shall be on the basis of official transcript issued by a recognized college or university. Credit hours for advancement to any lane beyond the MA lane must be earned after the award of the MA and all credit hours used for any lane advancement must have the prior approval of the Superintendent.

10.1.3 <u>TRS Contributions</u>. The Board shall pick up and pay to the Illinois Teachers Retirement System (TRS), on behalf of each teacher, the required TRS contribution from the appropriate salary shown on the salary schedule. In addition to the salary amounts set forth in the salary schedule, the Board shall pay 3% of each teacher's creditable earnings as part of the required TRS contribution for the 2001-2002 school year, 6% of each teacher's creditable earnings as part of the required TRS contribution for the 2002-2003 school year, and the full required TRS contribution for the 2003-2004 school year.

10.2 <u>Insurance</u>. The Board will pay the cost of insurance premiums for single coverage for each full-time (and part-time teachers regularly employed to teach 50% or more of a full load) teacher participating in the Board=s selected Major Medical and Dental insurance plan and a $40,000 term life insurance program.

10.3 <u>Internal Substitution</u>. In the event that internal substitutes are needed, they shall first be sought on a volunteer basis. Failing to obtain volunteer substitutes, the administration may rotate on a fair and equitable basis internal substitute assignments. Any teacher who is required to give up his/her preparation time to substitute for another teacher shall, during the 2001-2002 term, receive reimbursement at the rate of $14.00 per period or reasonable part thereof. The per period rate shall be $15.00 for 2002-2003 and $16.00 for 2003-2004. Payment shall be made at the end of the school term by separate check. Internal substitution under this Section must be approved by the Principal.

10.4 Reserved.

10.5 <u>Mileage Reimbursement</u>. Teachers driving their own cars on approved school business shall be reimbursed at the current IRS rate per mile.

10.6 <u>Extracurricular Pay</u>. Compensation for extracurricular activities, when conducted, shall be according to the provisions of <u>Appendix B</u> attached to this Agreement.

10.7 <u>Early Retirement</u>. Teachers who wish to retire early under the applicable provisions of the Illinois Pension Act as amended by H.B. 375 and who have served in the District for fifteen (15) or more years and are between the age of 55 and the age of 60 may apply for early retirement pursuant to applicable law, Board policy, resolution, rules and regulations. Whenever, in the judgment and discretion of the Board it is in the interests of the District to do so, the Board may pay the combined teacher and employer TRS early retirement penalties for the teacher who seeks to so early retire up to a maximum of 100% of the teacher's last school year salary.

The Board shall pay an amount equal to 10% of the applicable salary schedule amount to any eligible teacher who files, no later than December 1, of any school year in which this contract is in effect, a written notice of irrevocable resignation from employment due to retirement, effective at the end of the following school year, and an additional amount equal to 10% of the prior year=s salary during the year in which the teacher retires.   To be eligible for this benefit under this paragraph, a teacher must: (1) be at the top step of the salary schedule; (2) be eligible to receive a retirement annuity without discount under applicable law (i.e., at least age 60 or at least age 55 with at least

34 years of creditable service); and (3) have served in the District for 20 or more years. The Board shall not be required to allow participation in this incentive for more than three (3) teachers per year, although it may allow more than three (3) teachers to participate if it so desires. In the event of limitation of the number of eligible employees, the right to participate shall be allocated by seniority in service to the District, unless a teacher was excluded from participation in this benefit in the previous school year, in which event that teacher shall have priority. No retirement benefit under this paragraph shall be available to any teacher who retires early under the provisions of 40 ILCS 5/16-133.2. Said payments required to be made by the Board pursuant to this paragraph shall be made to the teacher prior to June 30 of the applicable year.

10.8   Continuing Education. The Board will pay One Hundred Eighty-Five Dollars ($185.00) per semester hour toward tuition for up to twelve (12) semester hours every three (3) years. Payment for first semester classes will be made in February. Payment for second semester and summer classes will be made in September, provided that the teacher returns to employment with the District.

ARTICLE XI

NEGOTIATIONS

11.1   Each party in any negotiations shall select its negotiating representative provided that the Board shall not select a teacher as herein defined as its representative and the Association shall not select a Board member, the Superintendent, principal or assistant principal.

11.2   Negotiations shall begin no later than May 15 unless both parties agree to an alternative date. Meetings will be held at reasonable times and places as agreed to by both parties.

11.3   When the Association and Board reach tentative agreement on all matters being negotiated, they will be reduced to writing and shall be submitted to the membership of the Association for ratification and to the Board for official approval.

11.4   Upon declaration of an impasse or upon invocation of mediation by the Illinois Education Labor Relations Board, the parties shall request the Federal Mediation and Conciliation Service to provide a mediator. The mediator shall not, without the consent of both parties, make findings of fact or recommend terms of settlement.

11.5   Cost for consultants chosen by any party shall be paid by that party.

ARTICLE XII

MISCELLANEOUS

12.1   Savings. Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section or clause shall be automatically deleted from this Agreement to the extent that it violated the law, but the remaining provisions of this Agree-

ment shall remain in full force and effect for the duration of this Agreement, if not affected by the deleted article, section or clause.

12.2   Entire Agreement. The parties acknowledge 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 not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth herein. If the Board wishes to change an established policy which would directly affect wages, fringe benefits or working conditions not covered by this agreement but which are mandatory subject of bargaining under Paragraph 10(a) of IELRA, the Union shall be notified in writing and may within five (5) working days of receipt of said notice, request a meeting with the Superintendent or his designee for the purpose of negotiating the change. The parties agree that this contract contains the complete and entire understanding of the parties hereto. This Agreement may only be amended during its terms by the parties' mutual agreement in writing.

12.3   Duration. This Agreement shall be effective as of the first day of the 2001-2002 school term, and shall remain in full force and effect until the end of the day preceding the first scheduled work day of the 2004-2005 school term, as set forth on the school calendar, and shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing, on or before April 1st, of the year in which this Agreement is to expire, that it desires to modify or terminate this Agreement. In the event such notice is given, negotiations shall commence on a mutually agreeable date no later than May 15th of the year in which this Agreement is to expire.

This Agreement is signed and approved this 1st day of October, 2001.

UNION   **BOARD OF EDUCATION**

_____   _____

President   President

_____   _____

Secretary   Secretary

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00-01 BASE SALARY SCHEDULE

Step	BA	BA+8	BA+16	BA+24	MA	MA+8	MA+16	MA+24	EDS
0	23,710 ⟨189,680; 8⟩	24,310	24,910	25,510	26,110	26,910	27,710	28,510	29,310
1	24,410 ⟨48,820; 2⟩	25,010	25,610	26,210	26,830	27,630	28,430	29,230	30,030
2	25,110 ⟨50,220; 2⟩	25,710	26,310	26,910	27,550	28,350	29,150	29,950	30,750
3	25,810 ⟨77,430; 3⟩	26,410	27,010	27,610	28,270	29,070	29,870	30,670	31,470
4	26,510	27,110	27,710	28,310	28,990	29,790	30,590	31,390	32,190
5	27,210 ⟨27,210; 1⟩	27,810	28,410	29,010	29,710 ⟨29,710; 1⟩	30,510	31,310	32,110	32,910
6	27,910	28,510	29,110	29,710	30,430 ⟨30,430; 1⟩	31,230	32,030	32,830	33,630
7	28,610	29,210	29,810	30,410 ⟨30,410; 1⟩	31,150	31,950	32,750	33,550	34,350
8	29,310	29,910	30,510	31,110 ⟨31,110; 1⟩	31,870	32,670	33,470	34,270	35,070
9	30,010	30,610	31,210	31,810	32,590	33,390	34,190	34,990	35,790
10	30,710	31,310	31,910	32,510	33,310	34,110 ⟨34,110; 1⟩	34,910	35,710	36,510
11		32,010	32,610	33,210	34,030	34,830	35,630	36,430	37,230
12			33,310	33,910	34,750	35,550	36,350	37,150	37,950
13	32,210			34,610	35,470	36,270	37,070	37,870	38,670
14		33,510			36,190	36,990	37,790	38,590	39,390
15			34,810			37,710	38,510	39,310	40,110
16	33,710 ⟨33,710; 1⟩			36,110			39,230	40,030	40,830
17		35,010			37,690			40,750 ⟨40,750; 1⟩	41,550
18			36,310			39,210			42,270
19				37,610 ⟨112,830; 3⟩			40,730 ⟨40,730; 1⟩		
20					39,190			42,250	
21						40,710			43,770
22							42,230		
23								43,750 ⟨43,750; 1⟩	
24									45,270
Total	427,070 ⟨17⟩	0	0	174,350 ⟨5⟩	60,140 ⟨2⟩	34,110 ⟨1⟩	40,730 ⟨1⟩	84,500 ⟨2⟩	0

Total Cost/Total Teachers: 820,900 / 28

01-02 SALARY SCHEDULE BASED ON 28 TEACHERS

Step	BA	BA+8	BA+16	BA+24	MA	MA+8	MA+16	MA+24	EDS
0	23,710	24,310	24,910	25,510	26,110	26,910	27,710	28,510	29,310
1	24,410	25,010	25,610	26,210	26,830	27,630	28,430	29,230	30,030
2	25,110	25,710	26,310	26,910	27,550	28,350	29,150	29,950	30,750
3	25,810	26,410	27,010	27,610	28,270	29,070	29,870	30,670	31,470
4	26,510	27,110	27,710	28,310	28,990	29,790	30,590	31,390	32,190
5	27,210	27,810	28,410	29,010	29,710	30,510	31,310	32,110	32,910
6	27,910	28,510	29,110	29,710	30,430	31,230	32,030	32,830	33,630
7	28,610	29,210	29,810	30,410	31,150	31,950	32,750	33,550	34,350
8	29,310	29,910	30,510	31,110	31,870	32,670	33,470	34,270	35,070
9	30,010	30,610	31,210	31,810	32,590	33,390	34,190	34,990	35,790
10	30,710	31,310	31,910	32,510	33,310	34,110	34,910	35,710	36,510
11		32,010	32,610	33,210	34,030	34,830	35,630	36,430	37,230
12			33,310	33,910	34,750	35,550	36,350	37,150	37,950
13	32,210			34,610	35,470	36,270	37,070	37,870	38,670
14		33,510			36,190	36,990	37,790	38,590	39,390
15			34,810			37,710	38,510	39,310	40,110
16	33,710			36,110			39,230	40,030	40,830
17		35,010			37,690			40,750	41,550
18		36,310				39,210		41,250	42,270
19				37,610			40,730	41,250	
20					39,190			42,250	
21						40,710	41,730		43,770
22							42,230		
23								43,750	
24								43,750	45,270

Number of teachers / cost subtotals:

	BA	BA+8	BA+16	BA+24	MA	MA+8	MA+16	MA+24	EDS
Step count	17	0	0	0	5	1	1	2	28
Subtotal	438,270	0	0	175,750	61,580	34,830	41,730	85,000	837,160

Selected cost detail: Step 1 BA 195,280 (8); Step 2 BA 50,220 (2); Step 3 BA 51,620 (2); Step 4 BA 79,530 (3); Step 6 BA 27,910 (1); Step 16 BA 33,710 (1); Step 19 BA+24 112,830 (3).

Total Cost/Total Teachers: 837,160 — 28
Increase over FY01: 16,260
Percentage Increase: 2.09%

Step	BA	BA+8	BA+16	BA+24	MA	MA+8	MA+16	MA+24	EDS
0	23,710	24,310	24,910	25,510	26,110	26,910	27,710	28,510	29,310
	25,223	25,862	26,500	27,138	27,777	28,628	29,479	30,330	31,181
1	24,410	25,010	25,610	26,210	26,830	27,630	28,430	29,220	30,030
	25,968	26,606	27,245	27,883	28,543	29,394	30,245	31,096	31,947
2	25,110	25,710	26,310	26,910	27,550	28,350	29,150	29,950	30,750
	26,713	27,351	27,989	28,628	29,309	30,160	31,011	31,862	32,713
3	25,810	26,410	27,010	27,610	28,270	29,070	29,870	30,670	31,470
	27,457	28,096	28,734	29,372	30,074	30,926	31,777	32,628	33,479
4	26,510	27,110	27,710	28,310	28,990	29,790	30,590	31,390	32,190
	28,202	28,840	29,479	30,117	30,840	31,691	32,543	33,394	34,245
5	27,210	27,810	28,410	29,010	29,710	30,510	31,310	32,110	32,910
	28,947	29,585	30,223	30,862	31,606	32,457	33,309	34,160	35,011
6	27,910	28,510	29,110	29,710	30,430	31,230	32,030	32,830	33,630
	29,691	30,330	30,968	31,606	32,372	33,223	34,074	34,926	35,777
7	28,610	29,210	29,810	30,410	31,150	31,950	32,750	33,550	34,350
	28,610	31,074	31,713	32,351	31,150	33,989	34,840	35,691	36,543
	30,436				33,138				
	30,436				33,138				
8	29,310	29,910	30,510	31,110	31,870	32,670	33,470	34,270	35,070
	31,181	31,819	32,457	33,096	31,870	34,755	35,606	36,457	37,309
					33,904				
					33,904				
9	30,010	30,610	31,210	31,810	32,590	33,390	34,190	34,990	35,790
	31,926	32,564	33,202	31,810	34,670	35,521	36,372	37,223	38,074
				33,840					
				33,840					
10	30,710	31,310	31,910	32,510	33,310	34,110	34,910	35,710	36,510
	32,670	33,309	33,947	34,585	33,310	36,287	37,138	37,989	38,840
					35,436				
					35,436				
11		32,010	32,610	33,210	34,030	34,830	35,630	36,430	37,230
		34,053	34,691	35,330	36,202	37,053	37,904	38,755	39,606
12			33,310	33,910	34,750	35,550	36,350	37,150	37,950
			35,436	36,074	36,968	37,819	38,670	39,521	40,372

Teacher-placement counts / totals (BA column):
- Step 2: 8 teachers at 25,110 → 200,880; 8 at 26,713 → 213,702
- Step 3: 2 at 25,810 → 51,620; 2 at 27,457 → 54,915
- Step 4: 2 at 26,510 → 53,020; 2 at 28,202 → 56,404
- Step 5: 3 at 27,210 → 81,630; 3 at 28,947 → 86,840
- Step 7: 1 at 28,610; 1 at 30,436

Teacher-placement counts (MA / MA+16 columns):
- MA Step 7: 1 at 31,150; 1 at 33,138
- MA Step 8: 1 at 31,870; 1 at 33,904
- MA Step 10: 1 at 33,310; 1 at 35,436
- MA+16 Step 12: 1 at 36,350; 1 at 38,670

Salary schedule (steps 13–24). Values shown as FY01 salary / FY02 salary, with teacher counts where indicated. Columns reproduced left-to-right as read from the (rotated) worksheet.

Step								
13	32,210 · 0	34,266 · 0	34,610 · 0 / 36,819 · 0	35,470 / 37,734	36,270 / 38,585	37,070 / 39,436	37,870 / 40,287	38,670 / 41,138
14	33,510 · 0 / 35,649 · 0		36,190 / 38,500	36,990 / 39,351	37,790 / 40,202	38,590 / 41,053	39,390 / 41,904	
15	34,810 / 37,032			37,710 / 39,310	38,510 / 40,110	40,117 / 40,968	41,819 / 42,670	
16	33,710 · 1 / 35,862 · 1	36,110 / 38,415			39,230 / 42,585	40,030 / 43,436	40,830 / 43,436	
17	35,010 · 1 / 37,245 · 1	37,690 / 40,096			40,750 · 1 / 43,351 · 1	41,550 / 44,202		
18	36,310 / 38,628			39,210 / 41,713	42,270 · 1 / 44,968 · 1			
19	37,610 / 40,011	75,220 · 2 / 80,021 · 2		40,730 · 1 / 43,330 · 1				
20	39,190 · 1 / 41,691 · 1			42,230 / 44,926	42,250 / 44,947			
21	40,710 · 1 / 43,309 · 1				43,770 / 46,564			
22	42,230 / 44,926							
23	43,750 · 1 / 46,543 · 1							
24	45,270 · 1 / 48,160 · 1							

Column totals:

	FY01	FY02	Teachers (FY01 / FY02)
	449,470	478,160	17 / 17
	107,030	113,862	3 / 3
	135,520	144,170	4 / 4
	35,550	37,819	1 / 1
	40,730	43,330	1 / 1
	84,500	89,894	2 / 2
Total Cost / Total Teachers	852,800	907,234	28 / 28

Increase over FY02: 14,780 … 43,296
Percentage Increase: 1.76% … 5.01%

03-04 SCATTERGRAM BASED ON 28 TEACHERS

Step	BA	n	BA+8	n	BA+16	n	BA+24	n	MA	n	MA+8	n	MA+16	n	MA+24	n	EDS	n
0	23,710	0	24,310	0	24,910	0	25,510	0	26,110	0	26,910	0	27,710	0	28,510	0	29,310	0
1	24,410	0	25,010	0	25,610	0	26,210	0	26,830	0	27,630	0	28,430	0	29,230	0	30,030	0
2	25,110	0	25,710	0	26,310	0	26,910	0	27,550	0	28,350	0	29,150	0	29,950	0	30,750	0
3	25,810 / 206,480	8	26,410	0	27,010	0	27,610	0	28,270	0	29,070	0	29,870	0	30,670	0	31,470	0
4	26,510 / 53,020	2	27,110	0	27,710	0	28,310	0	28,990	0	29,790	0	30,590	0	31,390	0	32,190	0
5	27,210 / 54,420	2	27,810	0	28,410	0	29,010	0	29,710	0	30,510	0	31,310	0	32,110	0	32,910	0
6	27,910 / 83,730	3	28,510	0	29,110	0	29,710	0	30,430	0	31,230	0	32,030	0	32,830	0	33,630	0
7	28,610	0	29,210	0	29,810	0	30,410	0	31,150	0	31,950	0	32,750	0	33,550	0	34,350	0
8	29,310 / 29,310	1	29,910	0	30,510	0	31,110	0	31,870 / 31,870	1	32,670	0	33,470	0	34,270	0	35,070	0
9	30,010	0	30,610	0	31,210	0	31,810	0	32,590 / 32,590	1	33,390	0	34,190	0	34,990	0	35,790	0
10	30,710	0	31,310	0	31,910	0	32,510 / 32,510	1	33,310	0	34,110	0	34,910	0	35,710	0	36,510	0
11		0	32,010	0	32,610	0	33,210	0	34,030 / 34,030	1	34,830	0	35,630	0	36,430	0	37,230	0
12		0		0	33,310	0	33,910	0	34,750	0	35,550	0	36,350	0	37,150	0	37,950	0
13	32,210	0					34,610	0	35,470	0	36,270 / 36,270	1	37,070	0	37,870	0	38,670	0
14	33,510	0	33,510	0					36,190	0	36,990	0	37,790	0	38,590	0	39,390	0
15		0			34,810	0					37,710	0	38,510	0	39,310	0	40,110	0
16	33,710 / 33,710	1			36,310	0	36,110	0	37,690	0			39,230	0	40,030	0	40,830	0
17			35,010	0											40,750 / 40,750	1	41,550	0
18											39,210	0					42,270	0
19							37,610 / 75,220	2	39,190 / 39,190	1			40,730 / 40,730	1				
20											40,710	0			42,250	0		
21																	43,770	0
22													42,230	0				
23															43,750 / 43,750	1		
24																	45,270	0
Total	460,670	17	0	0	0	0	107,730	3	137,680	4	36,270	1	40,730	1	84,500	2	0	0

Total Cost/Total Teachers 867,580 28
Increase over FY'03 14,780
Percentage Increase 1.73%