

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

2023-2024

2024-2025

2025-2026



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ARTICLE 1 RECOGNITION

1.A 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”.

1.B 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 licensed 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.

1.C 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.

ARTICLE 2 NEGOTIATION PROCEDURES

2.A General

The Board shall not be required to bargain over matters of inherent managerial policy, which shall include, but not be limited to, such areas of discretion or policy as the functions of the Board, standards of service, its overall budget, the organizational structure, and selection of new employees and direction of employees. The Board, however, shall be required to bargain collectively with regard to policy matters directly affecting wages, hours, and terms and conditions of employment, as well as the impact thereon upon request by Union representatives.

2.B Negotiation Procedures

The Board and Union shall hold a preliminary meeting, prior to the commencement of formal negotiations, to discuss procedures for the upcoming negotiations. Items to be discussed shall include, but not be limited to: days of negotiation sessions, times for negotiation sessions, time limits for negotiation meetings, and procedures for submitting contract proposals.

2.C Impasse and Mediation

In case of impasse or mediation, the procedure shall be as set forth in the Illinois Educational Labor Relations Act (115 ILCS 5/).

ARTICLE 3 NON-DISCRIMINATION

Neither the Board nor the Union shall discriminate, interfere, restrain, coerce or harass any employee because of Union membership or Union activity or because of a lack thereof or for any other unlawful reason.

Neither of the parties hereto shall discriminate against any employee on account of race, color, creed, religion, national origin, sex, age, sexual orientation, gender identity, ancestry, marital status, arrest record, military status, physical condition, physical and/or mental handicap, political affiliation or belief.

ARTICLE 4 UNION SECURITY

4.A Deduction of Union Dues

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 and recognized by the District and the Union between August 1 and August 31 of any given year and is also in accordance with the Union's rules for revocation as outlined on the Union Membership Card. Dues so deducted shall be remitted to the Union within ten (10) working days after such deductions are made.

4.A.1 Union Membership

Union membership shall be in accordance with the following provisions:

1. The Board shall not be responsible for collection and remittance to the Union of all dues and fees from employees who have not signed authorization to deduct such dues or fees.
2. Dues Deduction. The dues of Union Members who have given written consent via cards by the Union shall be deducted by the Payroll Department. This authorization shall remain in effect from year to year until cancelled by the participating Union Member. The Payroll Department shall be informed by the Union of the amount to be deducted for the affected year.
3. The total amount shall be deducted in twenty four (24) semi-monthly amounts for all employees, or in one (1) lump sum contributed to the Union.
4. The Parties agree that the Union will maintain accurate records of authorization and will make such records available to the District upon request from the District to verify union dues status.
5. Any Union Member who wishes to cancel membership must do so in writing to either the District Bookkeeper or Union Treasurer or designee.
6. Any written notice requesting cancellation to the District Bookkeeper will be directed to the Union Treasurer or designee within one (1) business day of receipt. The District will not cease deduction of union dues until the Union confirms that the member has cancelled membership or three (3) business days elapse after the District has notified the Union without the employee indicating in writing to the District that he or she wishes to retain membership in the Union.

ARTICLE 5 PROFESSIONAL GRIEVANCE PROCEDURE

5.A Definitions

Definition: A grievance is any difference arising between the Board 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.

All time limits herein shall consist of student attendance days except that when a grievance is submitted less than five (5) days before the close of the current school term, or during the summer vacation period, time limits shall consist of working days so that the matter may be resolved before the close of the school term or as soon as possible thereafter.

At a member's request, the Union may be present and act on behalf of a member at any and all informal and formal meetings that are held for the purposes of investigating and processing a grievance.

5.B 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.

5.C 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:

5.D Formal Resolution

5.D.1 Step #1

Within ten (10) 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 tenth (10) working day following the day the grievance is presented.

5.D.2 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 ten (10) working days of the supervisor's reply at Step 1, or in the absence of such reply, within ten (10) working days of the date the reply was due.

5.D.3 Step #3

If the matter is not satisfactorily adjusted at Step #2 or the Superintendent or his/hers designee does not respond within ten (10) 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 (5) working days before the next Board meeting. If requested by the grieving party, the Board shall hold a special Board meeting within 10 working days of the request.

5.E Arbitration

In the event that the grievance has not been satisfactorily resolved at Step #3 of the Grievance Procedure, upon request of the Union, the Board of Education, or its designee, and the Union shall request a panel of arbitrators from the Federal Mediation and Conciliation Service (FMCS). Prior to requesting a panel of arbitrators from the FMCS, the parties will attempt to select an arbitrator by submitting arbitrator names to each other. If no arbitrator can be agreed upon, the parties agree to request a list of arbitrators from under the Federal Mediation and Conciliation Service (FMCS). If the Board, 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.

5.F Withdrawal

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

5.G Class Grievance

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

5.H Binding decisions

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

5.I No Retribution

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

ARTICLE 6 UNION RIGHTS

6.A Union Contract

New teachers shall be provided a printed copy of the most current Agreement between the Union and the Board by the hiring administrator within 10 working days of hire.

6.B Union Use of Facilities

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. The Union may use District e-mail and Employee mailboxes to distribute information pertaining to Union activities. The Union may post Union information on bulletin boards in workrooms and breakrooms. The Union may have the use of the 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.

6.C Union Bulletin Boards

The Union may use reasonable space on existing bulletin boards in the respective teachers' lounges.

6.D Board Packet/ Materials to Union President(s)

The Board shall furnish the Union President(s) with the following documents prior to each regular school board meeting:

- Board Agenda
- Official minutes of public sessions of meetings of the Board of Education.
- Monthly budget summaries, if any are prepared.
- A full packet as prepared for board members, less any confidential information and superintendent recommendation.

The Board shall provide the Union President(s) with the following documents on an annual basis as soon as they are available:

- School manuals and policy book.
- Current revisions of manuals and policy.
- Current fiscal year budget.
- Statistical information pertaining to teacher step placement, salary column placement, extended service placement, and present insurance coverage.
- Faculty lists including home addresses and telephone numbers.
- Annual auditor's report.

6.E 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.

6.F Notification of Changes in Educational Policies

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.

6.G Selection of Members for Committees

The Union reserves the right to assign members of its choosing to serve on committees representing Union and teacher interests as defined in this contract including, but not limited to: The PERA Joint Committee [see section 7.N.1], district level committees, and the Sick Leave Bank Advisory Committee [see section 8.C.2].

ARTICLE 7 WORKING CONDITIONS

7.A School Calendar

Prior to the adoption of the annual calendar, the Superintendent, or his/her designee, shall present to the President(s) of the Union a proposed calendar at least two (2) weeks prior to Board action for the study of that calendar.

7.B School Year

There shall be no more than one hundred eighty (180) teacher responsibility days, including preschool workshop for regular faculty members, teaching days, and institute days. If a teacher is required to work beyond one hundred eighty (180) days (the number of required work days in a

given school year) that teacher shall be compensated on a basis of 1/180 of his/her salary. This provision shall not prohibit extended contracts of more than one hundred eighty (180) days for additional compensation.

7.C Workday

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. No more than two times a month, teachers may be required to work a longer schedule on any given day to accommodate:

- Faculty meetings
- Open houses
- Conferences
- Emergencies as defined by the administrator

Extra duties for which a stipend is paid shall not be included in this section. It is an expectation that extra duties shall extend beyond the regular school day.

7.C.1 Duty-Free Lunch

A duty-free lunch equal to that of students, but in no case less than thirty (30) minutes, shall be provided to each teacher.

7.C.2 Online Professional Development

At the beginning of each school year, the District and the Union shall agree to the number of hours necessary to complete the required Online Professional Development (Currently GCN) for that school year. If additional Online Professional Development is required after the initial meeting, the District and the Union agree that comparable time will be added to complete such Online Professional Development. All hours shall be set aside during the school year through the use of Early Dismissal Professional Development, Teacher Institute and/or School Improvement Days for the completion of Online Professional Development (Currently GCN). No employee shall be required to show proof of completion of Online Professional Development until ten (10) school days after the last Early Dismissal and/or School Improvement Day which was allotted for Online Professional Development, per year.

7.C.3 Detention Duty

Any teacher who works beyond eight (8) hours to serve as detention supervisor shall be compensated at a rate of \$10 per thirty (30) minute increment, or part thereof.

7.D Early Dismissals

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.

7.E Leaving the Building During School Hours

Teachers may leave the building during their non-teaching periods upon approval of the building Principal or his/her designee. If the Principal or his/her designee is not available, teachers will sign-out and in at their school office.

7.F Planning Time

Teacher class schedules will be developed in a way that will allow at least 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

Preparatory time shall be defined as time during the student school day when the teacher does not have district directed responsibilities. Teachers shall not be assigned teaching or supervision responsibilities during their preparation period. 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. Teachers who are required to teach a class or perform other duties at the direction of the administration during their preparation period shall be compensated as outlined in Article 9.F. Any teacher who does not receive the above allocated times shall be paid the internal substitution rate as outlined in Article 9.F for any additional planning time lost. Regular Education Teachers who attend IEP meetings during their preparation period shall be compensated as outlined in Article 9.F.

7.G Aide Availability

In accordance with the following schedule, or to the extent permitted by budgetary constraints and availability: Grades K-6, one hour of aide time per class of 25 students or more; for each student 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.

7.H 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. Teachers 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.

7.I Lesson Plan Availability

All teachers shall be required to prepare and make available lesson plan book(s) in accordance with Board policies.

7.J Change of Grades

Any person who changes a grade assigned by a teacher shall initial such change, and shall take full responsibility therefore.

7.K Teacher Assignments and Reassignments

7.K.1 Change in Teacher Assignment [X.A]

A teacher shall be given notice by 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 teachers 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. When a teacher is required to have a major change in assignment (e.g. grade level, subject area, or room) after the start of school, the teacher will be entitled to a \$700 reassignment stipend, and two work days to prepare for such change.

7.K.2 Voluntary Assignment

A teacher may request a voluntary reassignment. Such request must be made by April 1st, 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.

7.K.3 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, the District shall meet with the Union President, or designee, at least three (3) working days before any involuntary reassignments. After meeting with the Union, and if an involuntary reassignment is still necessary, then the teacher shall receive written notification from the Superintendent of the contemplated reassignment at least twelve (12) 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 reasons 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.

7.L Job Postings

All known openings in certified positions shall be posted in all 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. The Union President, or designee, may waive the ten (10) working day posting, in writing.

This provision shall not apply during the twenty (20) working day period immediately prior to the commencement of classes.

This provision shall not preclude the hiring of substitute teacher(s) prior to filling a vacancy.

7.M Extra-Duty Responsibilities

Resignation of Extra-Duty Responsibility

Members within the bargaining unit responsible for extra-duty activities 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.

Hiring Outside the Bargaining Unit

The Board shall retain the option of hiring personnel for extra-duty activities outside the bargaining unit provided that qualified members of the bargaining unit are first considered for such positions. In the event an interested bargaining unit member is not selected to fill an extra duty activity, said bargaining unit member shall be informed in a meeting with the Union President or Designee as to the reasons the bargaining unit member was not selected. Any extra-duty position that is not filled by a bargaining unit member shall be posted annually, before a reasonable start of the season for any respective activity, to provide bargaining unit members an opportunity to coach that activity.

Extra-Duty Conflicts

The administration shall endeavor to schedule club activities, sports activities and dramatic activities so as to avoid major conflicts.

7.N PERA Joint Committee

A PERA Joint 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 PERA Joint Committee shall be responsible for establishing a performance evaluation plan that incorporates data and indicators of student growth as significant factors in rating educator performance. The Committee shall meet annually to review and discuss revisions to the evaluation instrument and 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.

7.O Building Keys and Fobs

Teachers shall receive keys for their room and fobs for their building.

7.P Health and Safety

The Board shall use its best efforts to provide a safe and healthy work environment. The Board shall purchase any required and mutually agreed upon safety equipment for Teacher use.

7.Q Teacher Lounges

The Board shall provide one (1) teacher lounge in in the Elementary School and one (1) in the Junior/Senior High School.

7.R Personnel Records

One, and only one 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.

7.R.1 Inclusion of Material in Personnel Record

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 in his/her absence, some other person appointed by the Board, and with concurrent notification of the teacher of the placement.

7.R.2 Teacher's Right to Rebuttal

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.

7.R.3 Teacher Request for Personnel Record

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.

7.R.4 Teacher Right to Review

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.

7.R.5 Privacy

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.

7.R.6 Administration Review of Records

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 after the current school year plus two (2) additional school years unless a teacher requests, in writing, to have the item(s) removed after 24 months.

7.S Release of Credit Information

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.

Credit information requested by mail or telefax may be released under following conditions.

- Written permission to release information must be obtained from the individual about whom information is requested.
- The employee in question shall be notified when credit information requests are made.
- All requests by court order shall be honored.

7.T. Special Education Teacher Release Time

Each special education teacher shall be provided release time for the purpose of student assessment in preparation for annual review, and/or for performing paperwork associated with special education. The release time shall be two (2) days per year for each special education teacher. The Superintendent, or designee may also grant additional release days for special education teachers on a non-precedential, case by case basis.

All full-time special education teachers may utilize these days in no less than half day increments with no carry over. This release time is not for the purpose of attending Individual Education Plan (IEP) meetings. All Special Education Teacher Release Time must be done on school property unless the Superintendent, or designee, gives prior approval on a case-by-case basis.

ARTICLE 8 LEAVES

8.A Sick Leave

Teachers shall receive thirteen (13) 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 105 ILCS 5/24-6 of the Illinois School Code), or birth, adoption, or placement for adoption. Sick leave may be utilized by all bargaining unit members for the birth of a bargaining unit member's child(ren) for up to six weeks immediately following the date of the birth without proof of medical necessity. Bargaining unit members who adopt children may use available sick leave days for child rearing purposes immediately following the adoption process. The number of sick leave days that may be utilized for child rearing following adoption shall be determined by the Superintendent after consideration of any information provided by the employee but shall in no event be less than twenty (20) working days. Sick leave not used in the year of service for which it was granted shall accumulate to three hundred forty (340) for the current school year. 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. Any days earned beyond 340 at the time of retirement shall not be eligible for payout under the provisions of section 9.N.

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 the current school year for twenty (20) sick days used beyond the fourteen days entitled in each respective year.

Sick leave may be taken as a full day or one-half day (1/2). 11:30 AM marks the one-half (1/2) day point.

Sick leave may also be used for personal doctor's appointments for the teacher or accompanying a member of the teacher's immediate family.

8.B Bereavement Leave

Up to five (5) consecutive days of leave will be granted to each teacher in the case of the death of a spouse, domestic partner, mother, father, legal guardian, child, grand-child, member of the household, or brother or sister. In all cases listed within this paragraph, except brother or sister, the first three (3) of these days are considered separate and distinct from sick leave and personal days. Any other days shall be considered sick or personal leave, at the discretion of the employee. Employees may be approved for additional days from accumulated sick leave, at the discretion of the Superintendent or designee.

Up to three (3) consecutive days of leave will be granted in the case of the death of members of the immediate family not listed above: mother-in-law, father-in-law, brother-in-law, sister-in-law, or grandparent. These days are not considered separate and distinct from sick leave.

8.B.1 Other Deaths

A bargaining unit member may utilize one sick leave day per year to attend the funeral of a person not defined elsewhere within this section.

No more than two (2) teachers per elementary and two (2) teachers per Junior High/High School building may be granted leave defined in this section on the same day.

8.C Sick Leave Bank

The Sick Leave Bank is an agreement between the Union and the Board. 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.

Definition

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.

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.

8.C.1 Establishment and Contributions to Bank

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 section.

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.

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.

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.

No borrowing against anticipated future deposits into the Bank may occur. Only the available days currently in the Bank are subject to distribution.

8.C.2 Sick Bank Administration and Oversight

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

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.

Extended leave from the bank cannot be used for a period of disability when monies are paid to an employee under Workers' Compensation.

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.

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.

8.C.3 Application to Use Sick Leave Bank

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.

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.

8.C.4 Awarding of Days from Sick Leave Bank

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.

Any leave granted may be used only for the purpose requested on the application. Any unused portion will be returned to the Bank.

The employee shall not be required to pay back, in any manner, the number of days awarded by the Bank.

8.C.5 Closure of Sick Leave Bank

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.

8.D Personal Leave

Each teacher shall be granted three (3) personal days per school year. The teacher requesting such leave shall give five (5) days' notice to the building Principal, who may waive such notice. In case of conflict, the first to request shall be granted leave.

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

- The first or last week of a semester;
- The day before or after any Holiday Break (where holiday is defined as exceeding greater than (1) school day);
- The day of a scheduled institute or workshop day.

No more than two (2) teachers per elementary and two (2) teachers per Junior High/High School building may be granted personal leave on the same day. Furthermore, no more than two (2) personal days may be used consecutively or in conjunction with a weekend or holiday.

If no request is made prior to the end of the school year, personal leave days shall accumulate as sick leave.

8.E Religious Holidays

Administration shall grant an employee's request for time off to observe a religious holiday if the employee gives at least five (5) days' notice and the absence does not cause an undue hardship. These days are not considered separate or distinct from Personal Leave Days as outlined in Section 8.D.

8.F Military Service Leave

Leaves for service in the U.S. armed Services or any of its reserve components and the National Guard, as well as re-employment rights, will be granted in accordance with state and federal law. A professional staff member hired to replace one in military service does not acquire tenure.

8.G Jury Duty

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.

8.H Child-Rearing Leave

The School Board shall grant professional staff member's request for a non-paid, child-rearing leave, not to exceed the balance of the school year plus up to one additional school year (but in no event shall such leave exceed 3 semesters) provided the request complies with this policy.

Nothing in this policy shall prohibit a professional staff member from utilizing sick days during a disability due to pregnancy.

A teacher must request, if possible, a child-rearing leave by notifying the Superintendent in writing no later than 90 calendar days before the requested leave's beginning date. The request should include the proposed leave dates. The leave shall end before a new school year begins or before the first day of school after winter recess.

The teacher may maintain insurance benefits at his or her own expense during a child-rearing leave.

While on child-rearing leave (as described above) the teacher does not accrue credit for vertical advancement (step) on the salary schedule if leave exceeds one semester.

A professional staff member desiring to return before the leave's expiration will be assigned to an available vacancy for which the teacher is qualified, subject to scheduling efficiency and instruction continuity. A teacher's early return from leave of absence is conditioned upon an available opening.

See School Code 105 ILCS 5/24-6.

8.1 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.

8.1.1 Conditions for 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:

- 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.
- Dates of departure and return must be acceptable to the administration and determined prior to initiating the request.
- Leaves of less than one (1) month, if acceptable and approved by the administration, will not require Board approval nor three (3) months' notice.

8.1.2 Acceptable Leaves

Leaves may be granted for:

- Advance study leading to a degree at an approved university;
- Educationally related travel if the applicant provides an itinerary and an explanation of how such travel will improve the educational program;
- Military service;
- Family reasons; and
- Other reasons acceptable by the Board.

8.1.3 Continuation of Insurance Benefits

While on unpaid leave a teacher wanting to continue insurance coverage will be responsible for both the District and Employee contributions. After a teacher's return to work from leave, the provisions of Section 9H will apply.

8.J Salary Schedule Advancement During Leaves

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 9 SALARY & FRINGE BENEFITS

9.A Wages

Teachers shall be paid wages as reflected on the salary schedule in Appendices 2, 3, and 4 following group guidelines:

For each year of this Agreement, the Salary Schedule shall be increased by by the amounts listed below added to the base and all other cells shall be increased accordingly with the current step increase percentage over the previous year’s Salary Schedule.

2023-2024	4.00%
2024-2025	3.44%
2025-2026	2.21%

Teachers who, in any school year this Agreement is in force, occupy or move to a cell listed in the appropriate school year’s salary schedule shall be considered on-schedule. On-schedule teachers shall advance one step per school year and receive the annual negotiated salary increase. These salary increases are cumulative.

Teachers who, in any school year this Agreement is in force, move from a cell listed on the appropriate school year’s salary schedule to a cell not listed on the appropriate year’s salary schedule due to a step increase –or- do not occupy a cell listed on the current year’s salary schedule shall be considered off-schedule. Off-schedule teachers shall receive the annual negotiated salary increase to the base salary schedule. This salary increase is cumulative.

Teachers who are off schedule and attain further education that would cause them to move a lane horizontally will receive a 2% increase to their current base salary if they remain off schedule. Teachers who are off schedule and attain further education that would cause them to move a lane horizontally will be placed on schedule if such movement places the Teacher in a cell listed on the appropriate year’s salary schedule.

9.B Salary Schedule and Step Placement

Placement on the salary schedule for the appropriate school year is based on a one vertical step increase from the teacher’s placement on the previous school year’s salary schedule. Teachers will advance one step vertically per year of experience for subsequent salary schedules.

New hires with experience will be placed on the equivalent letter of the salary schedule (e.g. 5 years = Letter E placement on Salary Schedule).

Movement Across Columns

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 and the Superintendent, the college or university is accredited by the North Central Association (or its equal), and successfully completed with a “B” or better grade, or pre-approved pass/fail. For each approved undergraduate or graduate semester hour of credit in their teaching field or

credit deemed to increase proficiency as a teacher, the teacher acquires he/she shall receive one hour of credit.

9.C TRS Contributions

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.

9.D Pay Periods

Teachers shall receive wages on the 1st and 15th of each month. In a case where the 1st or 15th falls on a non-banking day [Saturday, Sunday or Holiday], teachers shall receive the pay the nearest banking day before the normal date of payment.

9.E Partial-Year Employment

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.

9.F Internal Substitution

Teachers shall be paid thirty dollars (\$30.00) for each 90 minutes served as an in-house substitute. The rate of \$30 per 90 minutes may be pro-rated in 30 minute increments. Any part of a 30 minute increment shall be paid the full increment. For example, if internal substitution is needed for 45 minutes, the teacher shall receive \$20 (two of the 30 minute increments).

Internal substitution shall be defined as a staff member supervising a full or half class of another teacher, regardless of when said supervision occurs, or when a staff member does not receive preparation time due to supervision of a class from another staff member. In such cases where a class is proportioned out to an internal substitute teacher, the internal substitute pay shall be divided respectively among those teachers sharing the class.

The district will make every effort to find external substitute teachers for coverage needs longer than a half day or for any pre-arranged absence request. In the event that Union members are needed to internally substitute, such requests shall be made on a rotational basis among all members able to substitute. Union members in the Early Retirement Benefit shall not be considered able to substitute unless they are eligible without incurring a penalty to the district.

In the event that a certified teacher is utilized as an internal sub during a regular class time, but has no students during that class time (i.e. when Seniors have graduated), that teacher shall not be paid the internal substitute stipend. However, every teacher shall still be guaranteed at least one prep period per day.

9.G Extra Duty Pay

See Appendix 1. Extra duties shall be paid in accordance with the BS column of the salary schedule for the 2023-2024 school year. Teachers may accrue up to the 20th step on the salary schedule for each individual activity, based on the number of years the teacher has been involved in that activity.

An activity is defined as a particular sport or club, not a particular position within that sport or club. Each activity will be defined on the Extra Duty Schedule.

9.H Medical Insurance

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

- Employee 100%
- Employee + Spouse 75%
- Employee + Child 80%
- Family 75%

A Flexible Spending Account will be offered in conjunction with Employee insurance offerings.

Any employee covered by this agreement who elects to decline medical insurance from the District, the Board shall contribute fifty dollars (\$50) per month, totaling six hundred dollars (\$600) annually, to apply toward alternative insurance, a cash option, and/or an annuity of the employee’s choosing.

For employees opting to receive the monthly amounts set forth in this section, the District may make payment of these amounts no later than thirty (30) days following the employee’s final pay following retirement or other separation, if these amounts together with any projected salary increase from the prior year would result in more than a 6% increase in credible earnings over the prior year and the employee is within four years of eligibility of a non-discounted retirement annuity.

9.I Tuition Reimbursement

Each teacher who successfully completes a graduate or undergraduate college course approved in advance by the Superintendent shall be reimbursed by the District at eighty percent 80% 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
2023-2024	\$19,500.00
2024-2025	\$20,000.00
2025-2026	\$20,500.00

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.

9.1.1 Tuition Reimbursement Qualifications

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.

9.1.2 Request Periods

The Superintendent may approve courses for reimbursement at any time before the scheduled course commences. Total reimbursements shall not exceed one half of yearly allotted funds for the period of July 1 through December 31. Any remaining funds may be used for reimbursement between January 1 and June 30.

It is understood that teachers will make every effort to submit courses for pre-approval at their earliest convenience.

9.1.3 Depletion of Reimbursement Funds

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 School Code.

9.1.4 Reimbursement of Tuition

If an employee uses the tuition payments referenced above, that employee is expected to remain in this school district for no less than three years. If an employee voluntarily leaves the employment of the school district prior to the end of the three years, the employee will reimburse the school district the percentage of payments made on their behalf using the following schedule:

- If the employee leaves after 0-12 months = 100%
- If the employee leaves after 12-24 months = 66%
- If the employee leaves after 24-36 months = 33%

In the event of extenuating circumstances, the Board has the ability to waive this provision by majority vote. This provision goes into effect for classes approved and taken after August 1, 2015.

9.J Workshops

Teachers may request up to three (3) school 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.

The Superintendent approved workshops will require a 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.

9.K Professional Organization Dues

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.

9.L Mileage Reimbursement

When approved in advance by the Superintendent, the District shall reimburse teachers for school business travel in personal vehicles at the current IRS rate.

9.M Life Insurance

The Board shall provide each full-time teacher with a life insurance policy, at no cost to the teacher, in the amount of twenty-five thousand dollars (\$25,000), or the maximum equivalent amount that can be purchased for the same amount that can be purchased for the same district contribution as for all other bargaining unit employees. Employees may purchase additional amounts as determined by Insurance Carrier.

9.N Unused Sick Leave

The Board shall pay to each teacher who retires with unused sick days \$25.00 per day for a maximum of thirty (30) days. Retirement means entering the Teachers Retirement System. Eligible unused sick days are those days that were not turned into TRS for service credit.

9.O Retirement Incentive Program

The Board shall administer the following Retirement Incentive Program.

9.O.1 Eligibility

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. Additionally, to be eligible, staff members must have worked in the District a minimum of six (6) consecutive years before entering the Retirement Incentive Program and meeting eligibility requirements stated above. 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.

Any employee who was employed on or before June 1, 2023, who was previously eligible for the retirement incentive prior to the years of service requirement shall remain eligible to submit a letter for retirement through June 1, 2024.

9.O.2 Retirement Incentives

Retirement Incentives include:

9.O.2.a Four Year Plan

A teacher giving the Board a letter of retirement four (4) 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.

9.O.2.b Three Year Plan

A teacher giving the Board 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.

9.O.2.c Two Year Plan

A teacher giving the Board 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.

9.O.2.d One Year Plan

A teacher giving the Board 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.

9.O.2.e Discontinuing Extra Service

In no instance can a teacher earn more than the allowed percentage as mandated by law (currently 6%) in their retirement incentive years. This would negate the possibility for teacher to be paid for extra-duty responsibilities that would increase their overall salaries above the 6% threshold.

9.O.3 Request for Relief

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:

9.O.3.a Reimbursement to District

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.

9.0.3.b Reimbursement to District for Early Retirement

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.

9.0.3.c Deadline for Application of Relief

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.

9.0.3.d Sick Leave Considerations

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.

9.0.4 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 (9.0% 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.

9.O.5 TRS Review

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.

9.P (NEW) Extra Curricular Driving

The Union and the District agree to form a committee to create Voluntary Bus Driving and Extra Curricular Driving opportunities for staff. Once the parties agree on the conditions of this opportunity, the agreement will be reduced to writing and added to this Collective Bargaining Agreement.

ARTICLE 10 REDUCTION-IN-FORCE AND RECALL PROCEDURES

Evaluations, reductions in force and recall will be administered according to the provisions of the Illinois School Code. Evaluations shall be completed in accordance with the Performance Evaluation Reform Act (PERA) of 2010, as well as provisions of the Illinois School code [105 ILCS 5/art.24a] as well as Part 50 of the Illinois Administrative Code. Substantive evaluation comments and performance ratings shall not be subject to the grievance procedure.

10.A Reduction in Force

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

10.B Recall Rights of Honorably Dismissed Teachers

Recall Rights of Honorably Dismissed Teachers shall be dealt with in accordance to Public Act 98-0648.

ARTICLE 11 DISMISSAL AND NON-RETENTION OF EMPLOYEES

11.A Dismissal and Non-Retention of Employees

In dismissing teachers, the Board shall follow Section 24-11, Section 24-12, and Section 24A of the Illinois School Code, 105 ILCS 5/24 and all other applicable provisions of the Illinois School Code.

11.B Progressive Discipline

Discipline for minor infractions shall be generally be progressive in nature, with the primary goal of remediating any performance or misconduct issues. Steps used to discipline may include:

1. Verbal Reprimand
2. Written Reprimand

3. Suspension (paid or unpaid, as warranted)
4. Termination

Management retains the right to impose more serious sanctions if it determines, in its sole discretion, that circumstances warrant deviation from these steps.

This section 11.B shall not apply to: (1) the dismissal of non-tenured teachers under Section 5/24-11 of the Illinois School Code; (2) the termination of tenured teachers under Article 24 or 24A of the Illinois School Code; or (3) the removal of any coaching or other extra duty assignment. The Union will be notified in advance of any deviation from the steps listed above.

ARTICLE 12 EFFECTS OF AGREEMENT

12.A 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.

12.B Negotiations with Other Organizations

The Board agrees that during the existence of this Agreement it will not negotiate or deal directly with any organization or its representatives other than the Elmwood Teachers Association, or with any individual bargaining unit member on these topics.

12.C 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.

12.D 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.

ARTICLE 13 DURATION OF AGREEMENT

This agreement shall be in full force and effect from and between August 1, 2023 and July 31, 2026.

This agreement is signed this 26 day of April, 2023.

In witness whereof:

Brett Moran

Jay WA
For the Elmwood Teachers
Association Local 4235
AFT/AFL/CIO

[Signature]

Katie Vaughan
For the Board of Education
Elmwood CUSD #322

Appendix 1 Extra-Duty Schedule.

Activities shall be paid in accordance with the following Extra Duty Schedule. Figures shown on this schedule are percentages of the Extra Duty Salary schedule (based on the numbers in the table on the right), and may accrue up to the 15th 20th step on the 2023-2024 salary schedule in the BS column for each individual activity, based on the number of years the teacher has been involved in that activity.

An activity is defined as a particular sport or club, not a particular position within that sport or club. Each activity will be defined on the Extra-Duty Schedule.

BAND	
Band Director	11.50%
BASKETBALL	
Head Boys Basketball	13.50%
Asst Boys Basketball	9.00%
Head Girls Basketball	13.50%
Asst Girls Basketball	9.00%
JH Boys Basketball	12.00%
JH Girls Basketball	12.00%
JH Asst. Boys Basketball	3.00%
JH Asst. Girls Basketball	3.00%
5th/6th Boys Basketball	*BD
5th/6th Girls Basketball	*BD
CHEERLEADING	
HS Spirit Cheer (football)	4.00%
Basketball Cheer	4.00%
JH Cheerleading	4.00%
Competitive Dance	8.00%
CHORUS	
Choral Director	7.20%
CLASS SPONSOR	
Senior Sponsor	2.00%
Senior Sponsor	2.00%
Junior Sponsor	1.50%
Junior Sponsor	1.50%
Sophomore Sponsor	1.50%
Sophomore Sponsor	1.50%
Freshman Sponsor	1.50%
Freshman Sponsor	1.50%
CROSS COUNTRY	
HS Boys CC	12.50%
HS Girls CC	12.50%
JH Cross Country (Girls)	5.00%
JH Cross Country (Boys)	5.00%
FOOTBALL	
Head Football	13.50%
Assistant Football	8.50%
JV Football	5.00%
Frosh Football	5.00%
GOLF	
Head Golf Coach	8.00%

SCHOLASTIC BOWL	
HS Scholastic Bowl	7.00%
JH Scholastic Bowl	3.00%
5/6 Grade Sch. Bowl	2.00%
SPEECH TEAM	
HS Speech Team	3.00%
JH Speech	2.00%
TRACK	
HS Boys Track	9.00%
HS Asst Boys Track	4.00%
HS Girls Track	9.00%
HS Asst Girls Track	4.00%
JH Boys Track	8.00%
JH Boys Asst. Track	3.50%
JH Girls Track	8.00%
JH Girls Asst. Track	3.50%
VOLLEYBALL	
Head VB Coach	10.00%
Asst. VB Coach	5.00%
JH Head Volleyball	6.00%
JH Assistant Volleyball	3.00%
OTHER ACTIVITIES (NO GROUP)	
Art Club	1.00%
Drama Sponsor	4.52%
eSports Coach	3.00%
FFA Sponsor	8.00%
Grade School Yearbook	2.65%
HS Student Council	3.00%
HS Yearbook	4.00%
JH Baseball	4.00%
JH Science Olympiad	3.00%
JH Softball	4.00%
JH Student Council	1.00%
Key Club	4.50%
LEGO League Coach	3.00%
Nat'l Honor Society	1.00%
Prom Sponsor	2.00%
Safety Patrol	1.50%
Spanish Club	1.00%
Bass Fishing	3.00%

Appendix 2 2023-24 Salary Schedule

Step	BS	BS+12	BS+24	MS	MS+12	MS+24
A	41,852	42,689	43,542	44,413	45,302	46,208
B	42,584	43,436	44,304	45,191	46,094	47,016
C	43,329	44,196	45,080	45,981	46,901	47,839
D	44,088	44,969	45,869	46,786	47,722	48,676
E	44,859	45,756	46,671	47,605	48,557	49,528
F	45,644	46,557	47,488	48,438	49,407	50,395
G	46,443	47,372	48,319	49,286	50,271	51,277
H	47,256	48,201	49,165	50,148	51,151	52,174
I	48,083	49,044	50,025	51,026	52,046	53,087
J	48,924	49,903	50,901	51,919	52,957	54,016
K	49,780	50,776	51,791	52,827	53,884	54,961
L	50,651	51,664	52,698	53,752	54,827	55,923
M	51,538	52,569	53,620	54,692	55,786	56,902
N	52,440	53,489	54,558	55,649	56,762	57,898
O	53,357	54,425	55,513	56,623	57,756	58,911
P	54,291	55,377	56,485	57,614	58,767	59,942
Q	55,241	56,346	57,473	58,622	59,795	60,991
R	56,208	57,332	58,479	59,648	60,841	62,058
S	57,192	58,335	59,502	60,692	61,906	63,144
T	58,192	59,356	60,543	61,754	62,989	64,249
U	59,211	60,395	61,603	62,835	64,092	65,374
V		61,452	62,681	63,935	65,213	66,518
W		62,527	63,778	65,053	66,355	67,682
X			64,894	66,192	67,516	68,866
Y			66,030	67,350	68,697	70,071
Z				68,529	69,899	71,297
AA				69,728	71,123	72,545
AB				70,948	72,367	73,815
AC				72,190	73,634	75,106
AD				73,453	74,922	76,421
AE					76,234	77,758
AF					77,568	79,119
AG					78,925	80,504
AH						81,912
AI						83,346

Appendix 3 2024-25 Salary Schedule

Step	BS	BS+12	BS+24	MS	MS+12	MS+24
A	43,291	44,157	45,040	45,941	46,860	47,797
B	44,049	44,930	45,829	46,745	47,680	48,634
C	44,820	45,716	46,631	47,563	48,514	49,485
D	45,604	46,516	47,447	48,396	49,363	50,351
E	46,402	47,330	48,277	49,242	50,227	51,232
F	47,214	48,159	49,122	50,104	51,106	52,128
G	48,041	49,001	49,981	50,981	52,001	53,041
H	48,881	49,859	50,856	51,873	52,911	53,969
I	49,737	50,731	51,746	52,781	53,837	54,913
J	50,607	51,619	52,652	53,705	54,779	55,874
K	51,493	52,523	53,573	54,644	55,737	56,852
L	52,394	53,442	54,511	55,601	56,713	57,847
M	53,311	54,377	55,464	56,574	57,705	58,859
N	54,244	55,329	56,435	57,564	58,715	59,889
O	55,193	56,297	57,423	58,571	59,743	60,937
P	56,159	57,282	58,428	59,596	60,788	62,004
Q	57,142	58,284	59,450	60,639	61,852	63,089
R	58,142	59,304	60,490	61,700	62,934	64,193
S	59,159	60,342	61,549	62,780	64,036	65,316
T	60,194	61,398	62,626	63,879	65,156	66,459
U	61,248	62,473	63,722	64,997	66,296	67,622
V		63,566	64,837	66,134	67,457	68,806
W		64,678	65,972	67,291	68,637	70,010
X			67,126	68,469	69,838	71,235
Y			68,301	69,667	71,060	72,482
Z				70,886	72,304	73,750
AA				72,127	73,569	75,041
AB				73,389	74,857	76,354
AC				74,673	76,167	77,690
AD				75,980	77,500	79,050
AE					78,856	80,433
AF					80,236	81,841
AG					81,640	83,273
AH						84,730
AI						86,213

Appendix 4 2025-26 Salary Schedule

Step	BS	BS+12	BS+24	MS	MS+12	MS+24
A	44,248	45,133	46,036	46,956	47,896	48,853
B	45,022	45,923	46,841	47,778	48,734	49,708
C	45,810	46,727	47,661	48,614	49,587	50,578
D	46,612	47,544	48,495	49,465	50,454	51,463
E	47,428	48,376	49,344	50,331	51,337	52,364
F	48,258	49,223	50,207	51,211	52,236	53,280
G	49,102	50,084	51,086	52,108	53,150	54,213
H	49,962	50,961	51,980	53,020	54,080	55,162
I	50,836	51,853	52,890	53,947	55,026	56,127
J	51,725	52,760	53,815	54,891	55,989	57,109
K	52,631	53,683	54,757	55,852	56,969	58,109
L	53,552	54,623	55,715	56,830	57,966	59,125
M	54,489	55,579	56,690	57,824	58,981	60,160
N	55,442	56,551	57,682	58,836	60,013	61,213
O	56,413	57,541	58,692	59,866	61,063	62,284
P	57,400	58,548	59,719	60,913	62,131	63,374
Q	58,404	59,572	60,764	61,979	63,219	64,483
R	59,426	60,615	61,827	63,064	64,325	65,612
S	60,466	61,676	62,909	64,167	65,451	66,760
T	61,525	62,755	64,010	65,290	66,596	67,928
U	62,601	63,853	65,130	66,433	67,762	69,117
V		64,971	66,270	67,596	68,947	70,326
W		66,108	67,430	68,778	70,154	71,557
X			68,610	69,982	71,382	72,809
Y			69,811	71,207	72,631	74,084
Z				72,453	73,902	75,380
AA				73,721	75,195	76,699
AB				75,011	76,511	78,041
AC				76,324	77,850	79,407
AD				77,659	79,212	80,797
AE					80,599	82,211
AF					82,009	83,649
AG					83,444	85,113
AH						86,603
AI						88,118

