

AGREEMENT

BETWEEN THE

BOARD OF EDUCATION,

SCHOOL DISTRICT #73

AND THE

5

EAST PRAIRIE COUNCIL

LOCAL 1274, IFT/AFT, AFL-CIO

DATE

2021-2025

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PREAMBLE

The BOARD and the UNION recognize that they have a common responsibility to work together toward the achievement of quality education. The attainment of this objective requires mutual cooperation between both parties and all members of the professional staff.

It is recognized that teaching requires specialized qualifications as well as educational requirements and that the success of the educational program depends upon the maximum utilization of the abilities of teachers who are reasonably well satisfied with the conditions under which they work, who are assured of a fair reward and security in their profession, and who are cooperatively working for the achievement of effective programs of education.

A free and open exchange of views is desirable and necessary with all parties participating in deliberations leading to agreement in matters of mutual concern and to approaches that will increase the effectiveness of teachers in the classroom and in the community.

The BOARD and the UNION recognize that the best interests of public education will be served through the establishment of procedures that will provide an orderly way to discuss matters of common concern, to reach agreement satisfactory to each, and to appeal through channels designated in the Agreement.

It is the intent that this joint effort will contribute in significant measure to the advancement of public education in School District 73.

It is also the intent of both parties that all discussions and conferences growing out of this agreement be held in an atmosphere of good faith, confidence and mutual respect.

ARTICLE I — RECOGNITION

- 1.1 The Board of Education of School District No. 73, Cook County Illinois (hereinafter referred to as the "Board") recognizes the East Prairie Council, an affiliate of Local 1274, IFT/AFT, AFL-CIO, (hereinafter referred to as "Union") as the exclusive bargaining agent with respect to wages, hours, terms, and conditions of employment for all full-time and all regularly employed part-time licensed personnel, except the superintendent, principals, business manager, technology director, teacher-aides, paraprofessionals, non-certified school nurses, Director of Special Services, substitute teachers, and any new managerial positions. Regularly employed part-time licensed personnel shall be compensated on a pro-rata basis with respect to salaries and fringe benefits including sick days and tuition reimbursement.
- 1.2 The Union recognizes the Board as the rightful body to represent the residents and taxpayers of School District No. 73 with respect to wages, hours, terms, and conditions of employment for all full-time and all regularly employed part-time licensed personnel.
- 1.3 The Board and the Union, through designated officials or their representatives, shall have the duty to negotiate with respect to wages, hours, terms and conditions of employment. Such duty shall include the obligation of both Board and Union representatives to meet at reasonable times, confer in good faith with respect to wages, hours, terms and conditions of employment, and to make a bona fide effort for the negotiation of an agreement and the execution of a written contract incorporating any agreement reached by both parties.
- 1.4 It is not the intent of this Agreement to discriminate in any way against any teacher or other bargaining unit member regardless of membership or non-membership in any employee organization.

ARTICLE II — UNION RIGHTS

2.1 USE OF SCHOOL FACILITIES AND EQUIPMENT

- A. The Union shall have the right to hold a general membership meeting before or after school on school district property provided such meeting in no way interferes with any aspect of the total instructional program, and, provided that if such meetings entail additional maintenance or custodial expense, the Union shall pay such costs. Notification for such use shall be submitted to the Principal of the building by noon of the day prior to the meeting. If the meeting shall involve more than twelve (12) persons where less than ninety percent (90%) of those attending are employees of the District, this paragraph shall not apply.

- B. The Union shall have the right to communicate with members of the bargaining unit by means of teacher mailboxes located in the main office of East Prairie School and District email. The Union shall also have the right to use district computer equipment to communicate with members of the bargaining unit, subject to District policies on the use of such computer equipment.

- C. Authorized Union members shall have the right to use on-site district equipment, such as copiers, computers, fax machines, etc., provided however, that the use of any equipment shall in no way or at any time interfere with the educational program. The Union shall pay the cost of all materials and supplies, and the cost of any repairs incident to such use.

- D. The Union shall have the right to use bulletin board(s) located in the faculty lounge(s) for the posting of official Union notices.

2.2 COPIES OF PUBLIC INFORMATION

The Board shall provide the Union, in response to reasonable requests, with an electronic copy of regularly prepared public information necessary for negotiations or the processing of a grievance, such as the current annual audit, the current tentative and adopted budgets,

current monthly financial statements, current annual financial report, register of licensed personnel, annual census of pupil membership, provided that any extraordinary costs of preparing any copy shall be borne by the Union, and providing that this Section shall not require the Board to research, assemble or especially prepare data.

2.3 **DUES DEDUCTION**

- A. The Board, upon the receipt of a written authorization from an employee and/or the Union, shall deduct twice a month from October through May the employee's Union dues from his/her pay and remit such deduction to the Union no more than ten (10) working days after the payday for which the deduction is made. The Union shall certify the amount of dues to the Board and provide copies of the written authorizations before October 1st. Dues revocations are processed by the Union. In the event that an employee revokes his/her dues in accordance with the terms in which he/she authorized the dues deductions, the Union will notify the Board after the close of the revocation window.

- B. The Board shall deduct the authorized amount of an employee's voluntary contribution to the North Suburban Teachers Union's Committee on Political Education (COPE) from his/her pay, provided that fourteen (14) days prior to the time of such deduction there is in possession of the Board a written authorization card. This contribution shall be deducted from the last paycheck in October and forwarded to the North Suburban Teachers Union's Committee on Political Education no more than ten (10) working days after the payday for which such deduction is made.

- C. The Union shall indemnify and hold harmless the Board, its members and all of its agents, employees, and vendors from any and all claims, demands, suits, and costs incurred in connection with any such claim, demand, or suit, resulting from any reasonable action taken or omitted by the Board or of its agents or employees for the purpose of complying with the provisions of this Article.

2.4 BOARD MEETINGS

- A. The President of the Union or his/her designee shall be given notice via e-mail of any regular meeting of the Board held other than as normally scheduled and of any special meeting. The notice and a copy of the agenda or statement of purpose of all meetings, if there is such, shall be emailed at least twenty-four (24) hours prior to the scheduled time of such meeting. During the summer months, the Board shall email copies of the items noted herein.

- B. An electronic copy of all approved Board minutes shall be provided to the President of the Union or his/her designee as soon as they have been prepared. During the summer months the Board shall email a copy of the approved minutes to the Union.

ARTICLE III — TEACHER RIGHTS

- A. Teachers shall have the right to form, join or assist the Union, and to participate in professional negotiations with the Board through representatives of the Union or to refrain from any of these rights.

- B. Each teacher shall have the right to be accompanied by a Union representative at meetings related to disciplinary action or that may affect the continuation of such teacher's employment or salary. Reasonable advance notice of such a meeting and the nature of any possible disciplinary action shall be given.

- C. Any complaints and the name(s) of the person(s) making the complaint regarding a staff member shall be promptly called to the attention of that staff member. If the complaint is received by the Board, it shall be reported to an administrator, who in turn shall inform the staff member. If received by an administrator, it shall also be promptly reported to the particular staff member. The Board recognizes its responsibility to receive and listen to community suggestions and complaints and also recognizes its responsibility to forward such suggestions and complaints to the administration for proper handling. The complaining party shall be given the opportunity to express his/her complaint to the administration and then

request to discuss the matter with the staff member concerned, with the intention of resolving any differences.

If a parent or staff member is reluctant to meet because previous contacts have not resolved the situation, the administration may exercise the judgment of intervention for the purpose of resolving the matter satisfactorily.

ARTICLE IV — EVALUATION

The evaluation of teacher performance is subject to *Illinois School Code*. The District Evaluation Plan shall be developed and maintained in accordance with *Illinois School Code* by a District Evaluation Committee. This committee, agreed upon by the Union President and the Superintendent, shall develop and maintain the criteria and procedures utilized by the District Evaluation Plan in accordance with the *Illinois School Code*. The District Evaluations Committee shall meet annually to review the current District Evaluation Plan and may submit any recommended changes in writing to the Board and the Union by April 30 of each school year. The District Evaluation Plan shall apply to all licensed professional personnel covered by this Agreement and shall therefore be considered a part of this Agreement.

Unsatisfactory Evaluation Rating Appeal

A teacher rated Unsatisfactory on a summative evaluation may appeal the rating by submitting a timely notice of appeal to the Superintendent and the Union president. The teacher's written notice of appeal must be submitted within five (5) teacher workdays after the receipt of the Unsatisfactory summative rating and submitted on a form provided by the Superintendent. The appeal will be submitted to the Superintendent's office by email or hand delivery. Upon receipt of the appeal, the Superintendent or designee will inform the evaluator who issued the Unsatisfactory summative rating and convene the panel of qualified evaluators within five (5) teacher workdays. Untimely appeals will not be advanced to the panel of qualified evaluators and are not subject to challenge. The entire appeals process (from the day the appeals process is invoked until a final summative rating is established) will take no more than twenty (20) teacher workdays, unless mutually agreed upon between the Union and Administration. All efforts will be made to conduct appeals business between the hours of 7:30 a.m. and 4:00 p.m.

The teacher will specify in the notice of appeal the reasons the Unsatisfactory summative rating is erroneous and identify any facts or evidence to support the basis for appeal which may or may not include reference to specific evidence that has been collected through informal and formal observations, evidence provided by the teacher to the evaluator prior to receiving the summative rating and dates or elements not consistent with the timelines or processes established in the Teacher Evaluation Plan.

The Joint PERA Committee will determine the criteria for reviewing an appeal and agree to a panel of qualified evaluators to assess the Unsatisfactory rating being appealed and make a determination as to whether or not the Unsatisfactory rating should be rescinded. Qualified evaluator(s) may include licensed evaluators that are not employed by the school district. The evaluator and the teacher filing the appeal will not serve on the panel. The Union president or designee will attend all meetings convened by the panel, but will not participate in the assessment of the summative evaluation and supporting documentation or the panel's final decision.

The panel will assess the summative evaluation and all of the supporting documentation received from the teacher and the evaluator who issued the Unsatisfactory rating. If the panel chooses, it may call the teacher, the evaluator and any other witness the panel deems would have relevant information to consider. The panel must reach a consensus on whether or not the Unsatisfactory summative rating should be rescinded.

If the panel's decision is to rescind the Unsatisfactory rating then the teacher will have no summative evaluation for that evaluation cycle and will be rated "Proficient" for purposes of Reduction in Force (RIF).

ARTICLE V — TEACHER PERSONNEL FILES

The Board shall maintain a central personnel file for each teacher. Each teacher shall have the right, upon reasonable request, to review the contents of his/her own personnel file. A representative of the Union may, at the teacher's request, accompany the teacher in this review. Such review may be by appointment during normal office business hours (but not including the

time when teachers have instructional responsibility) and in the presence of a designated employee of the Board. No teacher shall remove any material from a personnel file; however, a teacher shall have the right to copy any material available to the teacher under this Section, or to have such copies made by District office personnel at the usual and customary costs. Confidential material, such as recommendations by colleges or universities, or evaluations or recommendations of a teacher by a previous employer shall not be deemed to be part of the teacher personnel file described in this Section. Teachers shall be given copies of all items placed in their personnel file, and they shall have the right to attach an explanation with respect to such material.

ARTICLE VI — WORKING CONDITIONS

6.1 PLANNING TIME

A. The Board of Education will provide full-time licensed teachers time scheduled free of assigned class instruction or supervision for the purpose of planning and preparation in an amount equivalent to eighteen (18) percent of the teachers’ work day exclusive of the lunch/recess period, averaged over the course of each week. (Eighteen percent (18%) of the teachers’ work day currently equals seventy-four (74) minutes.)

Preparation and planning time will not be scheduled from 8:00–8:25 a.m. Preparation and planning time will be scheduled as a block of time not less than thirty (30) minutes at least once a day. No staff member will be scheduled with more than two (2), ten (10) minute blocks of time daily for preparation and planning. Any blocks of time less than ten (10) minutes shall not be counted toward preparation and planning minutes.

B. Prior to notification of teaching assignments for the following school year, the administration and Union shall meet to discuss proposed teaching schedules in an effort to limit the number of preparations for each teacher.

C. Twenty (20) hours of attendance shall be set aside for parent/teacher conference days; twelve hours in the fall semester and eight (8) hours in the spring semester.

The fall semester conference hours shall be accounted for as follows on two different days: one four-hour conference session 4:00 p.m. – 8:00 p.m. with one sixty (60) minute duty-free dinner, and one full eight-hour day 12:00 p.m. – 8:00 p.m. with one sixty (60) minute duty-free dinner. In respect of the two evenings of conference work time, teachers shall be released from attendance on the Wednesday before Thanksgiving Day, which shall count as a worked day towards the contractual number of teacher work days.

The spring semester conference hours shall be accounted for as follows on one day: one eight-hour conference day 12:00 p.m. – 8:00 p.m. with one sixty (60) minute duty-free dinner. This shall be a non-student attendance day, and teachers shall report to work no later than 12:00 p.m.

- D. Teachers of the middle school elective blocks shall be given the opportunity to do a maximum of eight (8) hours of paid summer curriculum work in order to prepare for assigned elective courses which have not been offered before. Such work shall be compensated at the curriculum writing rate as stated in Appendix A of this Agreement.

6.2 **SCHOOL YEAR**

The Board shall adopt a one hundred eighty-five (185) day calendar with one hundred eighty-three (183) maximum work days for teachers.

6.3 **SCHOOL CALENDAR**

The Superintendent shall consult with Union representatives on the school calendar, which shall then be recommended to the Board.

6.4 **SCHOOL DAY**

- A. The teachers' day shall be 8:00 a.m. - 3:30 p.m., except teachers shall be expected to remain longer to participate in and perform duties such as consultations with parents when scheduled directly with teachers; special educational staffing including preparation for and attendance at hearings; Curriculum Night (one per teacher); Board

meetings to review educational programs (provided such reviews shall be scheduled with at least four (4) weeks advance notice given); special faculty meetings; Winter & Spring Concerts (only teachers responsible for program) and Extra-Curricular Compensated programs. The teachers' day shall end at 2:45 p.m. on the last school day prior to winter vacation and the last student attendance day of the school year.

- B. Teachers shall be expected to attend elementary-high school articulation (limited to three (3) per year without compensation or release time). Teachers shall be expected to attend three (3) special education hearings and/or meetings to prepare for such hearings each year. The three (3) meetings per year in each category shall only include articulation meetings or special education hearings and/or meetings to prepare for such hearings which exceed the scheduled work day. All articulation meetings or special education hearings and meetings to prepare for such hearings which are completed within the scheduled work day are excluded from this Section.

- C. Compensation for articulation meetings, special education hearings and meetings to prepare for such hearings exceeding the time limits for the above stated three (3) in each category shall be in the form of money (at an hourly rate based on the teacher's per diem rate) or "time off" for the teacher as the administration may choose.

6.5 FACULTY MEETINGS

General faculty meetings, departmental meetings, team meetings and/or meetings with small groups of faculty members to review specific educational and curricular matters shall be scheduled from 8:00 a.m. to 8:25 a.m. or at times of early dismissal. In the event it becomes necessary to call a special faculty meeting after 3:30 p.m., every effort shall be made to provide at least twenty-four (24) hours notice of such meeting.

6.5 a. PROFESSIONAL DEVELOPMENT

Professional development shall be provided once weekly for sixty (60) minutes from 7:45 a.m. to 8:45 a.m. to focus on goals from the East Prairie strategic plan. The school day

begins at 8:45 a.m. on professional development days. The purpose of professional development is to provide staff professional learning opportunities which will lead to increased student learning.

Professional development sessions will not occur in weeks that contain parent-teacher conferences, institute days, or during the first and last week of school.

6.6 EDUCATIONAL PROGRAM DEVELOPMENT

No significant changes in the educational program of the district shall be implemented without prior discussion of the change with the teachers involved. The President of the Union or his/her designee shall be notified and may attend these discussions. Any alleged violations of this Section shall be grievable only to the Board.

6.7 NOTICE OF TEACHING ASSIGNMENTS

Each teacher shall be notified in writing of his/her teaching assignments and other responsibilities, if any, for the following school year not later than one (1) week prior to the close of the current school year. Such notice shall include the subject or subjects to be taught and the grade level of each. Such notice shall be subject to change when individual assignment changes are necessitated after the original notification. In the event changes in such assignments are made, the teacher affected shall be notified promptly.

- A. Before the decision is made to transfer a teacher, the administrator involved in the decision to make the transfer will meet with the teacher to discuss the pros and cons of such a contemplated transfer. A Union representative may accompany the teacher to this meeting.
- B. The transferred teacher and the members of the new team to which the teacher has been transferred shall be allowed up to fifteen (15) hours per person of professional log credit for transitional time and to prepare for and acclimate to the new team prior to the start of the transferred teacher's first academic year in the new position. For purposes of this section a team shall be defined in the following manner:

- **Grades PreK-5** - A team is defined as two to three teachers including the transferred teacher and one (1) or two (2) other teachers from the same grade level.
- **Grades 6-8** - A team is defined as three teachers including the transferred teacher and one (1) or two (2) other teachers from the same subject area or areas depending on the assignment.

6.8 PROFESSIONAL ADVISORY COMMITTEE

- A. A Professional Advisory Committee shall be composed of five (5) staff members chosen annually by the Union. The committee shall consist of one each from the primary (PreK-2), intermediate (3-5), middle school (6-8), special subjects and special education, plus the Union representative shall be the sixth (6th) member. The Superintendent and Principal shall meet at the request of the Professional Advisory Committee at a mutually agreed upon time to discuss school operations and questions other than grievances and matters covered by this Agreement. Items to be covered should be provided to the Superintendent and Principal at least forty-eight (48) hours prior to the meeting. The Professional Advisory Committee and the Superintendent and Principal shall develop a procedure for reporting the proceedings of the meeting to the entire faculty. Three (3) members of the Professional Advisory Committee shall be chosen as the representatives to the Board. These persons shall inform the Board of their desire to meet with the Board at least three (3) days prior to such a meeting. The purpose of this meeting is to create a direct line of communication between the Board and faculty. Such a meeting shall take place before the scheduled Board meeting.

The representative of the Professional Advisory Committee shall meet with the Board to discuss the items which have been placed on the agenda. This meeting shall take place only as a direct request of either the Professional Advisory Committee, the Board, or the administration.

- B. Said committee shall be selected within ten (10) working days following the commencement of the school year. The committee and the administration shall meet within fifteen (15) working days of the commencement of the school year to set down operating procedures and guidelines for the year.
- C. The Superintendent and Union President shall meet periodically to discuss matters of concern at the request of either party.

6.9 **MENTORING AND INDUCTION**

- A. The Board and the Union shall work cooperatively in order to create and maintain a state-approved Mentoring and Induction program.
- B. The Mentoring and Induction program shall include a steering committee of no more than five (5) members, including the chairperson and a group of mentors. The selection of the chairperson and the committee members shall be done cooperatively between the Union President and the Superintendent. Committee members and mentors shall be appointed on a yearly basis.
- C. Compensation for the mentoring and induction committee chairperson shall be the yearly curriculum writing rate of pay from the Appendix A of this Agreement for a maximum of forty one (41) hours per school term. Compensation for the mentoring and induction committee members other than the chairperson shall be the yearly curriculum writing rate of pay from the Appendix A of this Agreement for a maximum of twenty one (21) hours per school term. Approval for compensation shall be done through the mentoring chairperson and the Superintendent. Extra duty compensation should be submitted for reimbursement to the business office twice per year.
- D. Mentors will be given the minimum amount of release time necessary in order to meet with or make observations of the assigned protégé as per the requirements of the East Prairie Mentoring and Induction Program. Additional release time may be given with the pre-approval of the principal. An appeal may be made to the Superintendent in the

case the additional time is not granted. Mentors may log up to twenty one (21) hours on the professional log found in Article VI Section 10 of this Agreement to compensate for mentoring time worked outside of the regular school day and on the weekend. Advisors will initially be assigned to new teachers, after which protégés may choose their mentor from a list of approved mentors.

E. Licensed staff may be required to attend some portion of the new teacher in-service days in the summer at the request of the administration. Attendance at such will be compensated at the curriculum writing rate found in Appendix A of this Agreement.

6.10 PROFESSIONAL WORK LOG

Teachers who participate in committees, work groups, or take on additional responsibilities not specifically included in the Extra Duty Schedule during non-contractual work hours may be eligible for compensation through the use of the Professional Work Log (Log). The Superintendent must pre-approve activities that will accrue credit on the Log. The Superintendent and the Union President shall annually review the rules, guidelines, and procedures associated with the Log.

- Approved committees are those at the request of the administration. Examples include but are not limited to Curriculum committees, PTAC, Strategic Planning, Staff Development.
- Hours of committee work will be verified in writing by the committee chair and be the responsibility of the individual member to compile. The Professional Work Log form will be provided to verify the committee experience.
 - The Professional Work Log form is due to the District Office by June 30.
- The compensation choices are as listed on the Log.
 - These compensation choices do not accrue until after a committee member has freely contributed six (6) hours of non-contractual work time on the committee(s). All hours, including the initial six (6) hours, must be documented on the Log.
 - Any work that earns a monetary stipend is not eligible for any other incentives.

- o A paid day is equal to seven and one half (7.5) hours of accrued committee work during non-contractual hours. Paid days will be compensated at the daily substitute teacher rate for that school year.
- Any hours above six (6) and less than thirteen and one half (13.5) may carry over to the following school year, with approval from the Superintendent, towards the free six (6) hours.

6.11 TEAM LEADER SELECTION

There shall be a joint committee of administration and Union representatives (a minimum of two members from administration and two members appointed by the Union) who will meet annually to appoint team leaders for a one year term. Annual compensation for team leaders shall be set forth in Appendix A of this Agreement. Team leaders shall be selected from a pool of applicants. All licensed staff shall be eligible to apply for team leader positions. Posting for the team leader positions shall be made one (1) month before the selection process will begin.

6.12 STAFF DEVELOPMENT COMMITTEE

The Staff Development Committee may consider and may recommend to the Administration that the Board provide on-site, professional development workshops, seminars and other training activities for teachers for license renewal. Such professional development workshops, seminars and training activities shall be presented by providers approved by the Illinois State Board of Education. Any professional development made available to teachers at times outside the contractual work day shall be on a voluntary basis.

6.13 JOB SHARE

Employees interested in job share arrangements may submit a comprehensive proposal to the Board through the Superintendent. The Board may, upon sole discretion, approve such a proposal. Such approval shall be without precedence.

6.14 CLASS SIZE

The Board recognizes the relationship of class size to student success and its impact on student learning. When attempting to balance class size the following factors will be taken into consideration: student age, student ability levels and needs and teacher certification. Prior to the school year beginning at the request of either party, the superintendent and union president will discuss class size. The union agrees that the Board has the final decision on class size. This clause is not subject to the grievance procedure.

ARTICLE VII — POSTING OF VACANCIES

The Superintendent or his/her designee shall have posted via District website and email to all staff a notice of all vacancies as they occur. Where appropriate, such notices shall be accompanied by a job description and a statement of minimum qualifications and salary range. During the summer, vacancy notices shall be emailed to all teachers.

Said posting of vacancies shall include all paid extra duty positions, including new positions, whether or not they are contained in this Agreement.

ARTICLE VIII — LEAVES

8.1 SICK LEAVE

All full time teachers shall be entitled to a total of fifteen (15) days of sick leave each school year without loss of pay. Such sick leave shall accumulate without limit. Sick leave shall be interpreted to mean personal illness, quarantine at home, serious illness or death in the immediate family or household or birth, adoption or placement for adoption.

Sick leave for birth, adoption or placement for adoption that begins in one school year does not continue at the start of the next school year absent a doctor's certification and/or as required by law.

The immediate family for purposes of this Section shall include parents, spouse, civil union partner, children, brothers, sisters, grandparents, grandchildren, parents-in-law, children-in-law, brothers-in-law, sisters-in-law, and legal guardians. Any full time teacher hired after the start of school shall receive sick leave prorated from the date of hiring to the end of the school year.

Each teacher shall be eligible to participate in a Sick Leave Bank under the rules and regulations established by the Board and the Union. The rules and regulations of the Sick Leave Bank shall be reviewed annually by the Superintendent and the Union President, and changes (if any) shall be presented to both the Union and the Board in May of each year.

Sick Leave Bank Rules are found in Appendix B.

8.2 **PERSONAL BUSINESS LEAVE**

Each full-time teacher shall be entitled to three (3) days of personal business leave without loss of pay for matters that cannot be handled during non-school days or hours. Part-time teachers shall be entitled to personal business leave on a prorated basis. Personal business leave shall not be granted to more than three (3) teachers on the same day, provided this restriction shall not apply to recognized religious holidays or a teacher-described emergency approved by the Superintendent. Such leave shall be non-accumulative. If unused, it shall be added to accumulated sick leave. If more than three (3) teachers request personal business leave for the same day, such leave shall be granted to the first three (3) teachers who submit a written application to the Superintendent.

Written application for such leave shall be made to the Superintendent or his designee, without reason stated, at least two (2) teacher employment days prior to the desired onset of such leave, provided in an emergency such application may be made at a later time with an explanation of such an emergency. Such leave shall not be granted during the first five (5) or last five (5) teacher employment days, on the day immediately preceding or following a school vacation or holiday, provided this restriction shall not apply to

recognized religious holidays or an emergency which shall be explained. Personal business leave, for a proper purpose, shall not be denied arbitrarily, but it shall not be available for purposes of recreation, travel, for the teacher to accompany a family member on a trip, to perform other compensable work, a job interview which can be handled on non-school days or hours, or during a work stoppage of any kind.

8.3 LEAVE OF ABSENCE

- A. In the sole discretion of the Board, a teacher may be granted a leave of absence without pay. The granting of leave in one instance shall not constitute a precedent for any other application. All leave applications shall be in writing, in sufficient detail to describe the nature of the desired leave, and submitted in advance to the Superintendent or his designee. The length of said leave shall be determined by the Board for a time period not to exceed twenty-five (25) consecutive school months.

- B. The Board shall give special consideration to a request for leave of absence as a result of prolonged illness of a teacher or prolonged illness of a member of his/her immediate family.

8.4 PARENTAL LEAVE

- A. A teacher who has entered upon contractual continued service shall be eligible for parental leave without pay or other benefits subject to the conditions set forth in the following paragraphs of this Section 8.4 (as used herein, "teacher" means a tenured teacher, except in paragraph (K) which is applicable only to non-tenured teachers, and in paragraph (I) and (M) which are applicable to all teachers). Teachers utilizing sick leave and/or FMLA leave in connection with the birth or adoption of a child shall also be eligible for parental leave in connection with that same birth or adoption. The parental leave consisting of the balance of the school year in which it commences and up to one additional school year shall not be denied to a teacher who has entered into continued contractual service with the District.

- B. The teacher shall advise the Superintendent or designee of her pregnancy no later than the fifth (5th) month of pregnancy or upon ascertainment of such condition, whichever shall be the later. At such time she shall provide a written statement from her physician indicating the expected date of delivery and an opinion that the teacher may safely continue in her employment and perform all her regular teaching duties during her pregnancy.
- C. Application for parental leave shall be made in writing to the Superintendent or designee at least one hundred twenty (120) calendar days (four months) prior to the anticipated commencement of the leave, provided that when the need for such leave cannot be reasonably anticipated that far in advance, the Superintendent shall have the option of allowing such application to be made at a later date.
- D. The teacher and the Superintendent or designee shall agree upon a plan for the commencement and termination of such leave, taking into consideration maintenance of continuity of instruction and medical factors to the maximum possible degree, and the pertinent time factors related thereto. The leave shall not exceed the balance of the school year in which it commences and one additional school year. Every effort shall be made to have such leave terminate immediately prior to the start of a new school term. Such leave which commences during summer recess shall begin no later than July 1.
- E. Sick leave shall not be applicable during the period of the parental leave. Any accumulated sick leave available at the commencement of the leave shall be available to the teacher upon return to employment in the district. Sick leave shall not be used to extend the period of parental leave beyond the balance of the school year in which the birth/adoption takes place and one additional school year. Prior to the scheduled start of parental leave teachers may use available sick leave just as at any other time. Teachers electing the option of parental leave must begin this leave no later than the day following the physician's prescribed recuperation period.

- F. With the consent of the carrier, the teacher may maintain insurance benefits by making timely payments of all premiums that may be due to the Business Office or pursuant to its direction.

- G. Any teacher who has been employed for two (2) full quarters or one hundred and twenty (120) or more work days of the school year prior to the commencement of such leave shall be entitled to such advancement in years of service as she would have had if the leave had not been granted. If the leave exceeds the year such leave commences, the second year shall not be considered for years of service advancement unless the teacher teaches two (2) full quarters or one hundred and twenty (120) or more work days during that year.

- H. In all instances where a teacher is granted a parental leave of eight (8) months or more, as a condition thereof he or she shall advise the Superintendent in writing at least one hundred eighty (180) calendar days prior to the termination of such leave that she intends to return to employment. Failure to advise the Superintendent or designee of intent to return as required by this policy shall be treated as an election not to return to employment and as a resignation from the district.

- I. A teacher returning from parental leave shall submit evidence from a qualified physician that she is medically able to perform all of her teaching duties with her notice of intent to return. If such notice is not required by the preceding paragraph, such evidence shall be submitted at least thirty (30) calendar days prior to the termination of the leave.

- J. Any teacher desiring adoption leave as a result of becoming an adoptive parent shall notify the Superintendent or designee in writing upon the initiation of such adoption proceedings. Leave shall be granted upon satisfactory written notification to the Superintendent or designee of the date the child is expected to be received. It shall be the responsibility of the applying teacher to keep the Superintendent or designee informed of the status of the proceedings, and as soon as known, the expected date of

the delivery of the child. This Section shall not be applicable if the adopted child is ten (10) or more years of age at the time the child is received.

- K. A parental leave may be granted to a non-tenured teacher under unusual circumstances by action by the Board, subject to all the conditions applicable to a tenure teacher. Upon the return from such leave, the non-tenured teacher's absence shall not be considered a break in service, but the year in which the leave is taken shall only be counted toward the years of consecutive probationary service required to attain tenure if the teacher actually teaches, or is otherwise present, at least one hundred and twenty (120) days in that school year. The granting of parental leave to any non-tenured teacher shall not constitute a precedent for the granting or withholding of leave to any other non-tenured teacher. Each request shall be judged on its own merits and shall be within the sole discretion of the Board. Additional conditions or restrictions may be established for any such leave, provided nothing herein shall be construed as requiring any non-tenured teacher to apply for such leave or accept the conditions established therefore.
- L. Anything in this policy to the contrary notwithstanding, a teacher who has been granted a parental leave of absence shall not become eligible for a subsequent parental leave unless and until such teacher has returned to full-time service for at least one (1) complete school term, provided under exceptional circumstances the Board may grant such a leave in its sole and absolute discretion. The granting or withholding of such leave shall be without precedential effect.
- M. Nothing in this policy shall be construed as requiring any teacher to apply for a parental leave.

8.5 FAMILY/MEDICAL LEAVE ACT (FMLA)

The Board complies with the Family/Medical Leave Act law in granting unpaid family/medical leave to bargaining unit employees who have completed a minimum of 1,250 hours during the twelve (12) months immediately preceding the leave. Leave shall

be granted for up to twelve (12) weeks per school year (September 1 – August 31) in the event of the birth, adoption or placement in foster care of a child, or due to a serious medical condition of the employee or the employee’s family. (“Family” is defined in Article 8.1 of this agreement). The use of accumulated sick leave and personal leave, during the Family/Medical Leave, is permitted by law. The employee may request or the Board may require that sick leave and personal leave be used which will count against the employee’s FMLA entitlement.

Sick leave for birth, adoption or placement for adoption that begins in one school year does not continue at the start of the next school year absent a doctor’s certification and/or as required by law.

8.6 CONTINUOUS SERVICE

Continuous service for purposes of continuous employment necessary to attain contractual continued service shall be defined by Section 24-11 of the Illinois School Code.

Grievances around continuous service shall be exempt from the grievance procedure defined in Article IX.

ARTICLE IX — GRIEVANCE PROCEDURE

9.1 DEFINITIONS

- A. A grievance shall mean only a complaint that there has been an alleged violation, misinterpretation, or misapplication of any of these specific provisions of this Agreement.

- B. All time limits shall consist of teacher attendance days except during the summer recess when they shall mean Monday through Friday, exclusive of legal holidays.

- C. Every teacher covered by this Agreement shall have the right to present grievances in accordance with this procedure. The Union shall also have this right.

- D. Failure of a teacher or the Union to submit or to act on any grievance within the prescribed time limits shall act as a bar to any further appeal. An administrator's failure to give a decision within the time limit shall permit the grievant to proceed to the next step. The time limit, however, may be extended by mutual agreement.
- E. The initiation of this grievance procedure other than the informal procedure described in Section 9.2, shall be conditioned upon the filing of the formal grievance in writing within ten (10) days of the date when the occurrence may have reasonably been ascertained.
- F. Any investigation or other handling or processing of any grievance by the grieving teacher or the Union other than the formal arbitration hearing, shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grieving teacher or of the teaching staff.

9.2 **PROCEDURE**

- A. The parties hereto acknowledge that it is usually most desirable for an employee and the employee's immediately involved supervisor to resolve problems through free and informal communications. When requested by the employee, a Union representative may accompany the employee to assist in the informal resolution of the grievance. If, however, the informal process fails to satisfy the employee or the Union, a grievance may be processed as follows:

STEP A

The teacher or the Union may present a grievance in writing to the immediately involved supervisor, who shall arrange for a meeting to take place within ten (10) days after receipt of the grievance. The Union's representative, the grievant and the immediately involved supervisor may be present and the Union shall be provided with the Supervisor's written response, including reasons for the decision.

STEP B

If the grievance is not resolved in Step A then the grievant may refer the grievance to the Superintendent or the Superintendent's official designee within ten (10) days after the receipt of the Step A answer or within ten (10) days after the Step A meeting, whichever is the later. The Superintendent shall arrange for a meeting to take place within ten (10) days of the Superintendent's receipt of the appeal. Each party shall have the right to include in its representation such witnesses or counselors as it deems necessary.

Within ten (10) days of the meeting, the Union and the grievant, if other than the Union, shall be provided with the Superintendent's written response including reasons for the decision.

STEP C

Within ten (10) working days after receiving the decision of the Superintendent, an appeal from the decision may be made to the Board. This appeal shall be accompanied by a copy of the appeal at Step B and of the decision at Step B. At the next regularly scheduled Board meeting, the Board shall meet on the grievance. Those entitled to participate at this meeting shall be those who were entitled to participate in Step B and counsel for the Union and the Board.

Within ten (10) days after the meeting on the appeal the Board shall communicate its decision, in writing, with supporting reason(s), to the Union representative and to the aggrieved teacher, if any.

STEP D

A. If the Union is not satisfied with the disposition of the grievance at Step C or the time limits expire without the issuance of the Board's written reply, the Union may submit the grievance to final and binding arbitration. If requested by either party, the American Arbitration Association shall act as the administrator of the proceedings. If a demand for arbitration is not filed within ten (10) working days of the receipt of the Step C answer, then the grievance shall be deemed withdrawn.

It is agreed and understood that if any hearing, under the above procedures (9.2 (D)), are not completed within one (1) school day, the parties shall, in conjunction with the arbitrator, seek to schedule additional meeting dates as soon as possible.

B. The following provisions shall apply to arbitration proceedings:

1. The arbitrator shall have no power to alter the terms of this Agreement. His authority shall be strictly limited to deciding only the issue or issues presented to him by the Board and the Union, and his decision shall be based only upon interpretation of the meaning or the application of the expressed relevant language of the Agreement.

2. Each party shall bear the full cost of its representation in the arbitration. The costs of the arbitrator and the American Arbitration Association shall be divided equally between the parties.

3. If either party requests a transcript of the proceedings, the party shall bear the full cost of that transcript. If both parties order a transcript, the cost of the two transcripts shall be divided equally between the parties. If a copy of the transcript shall be furnished to the arbitrator, the cost of such will be divided equally between the parties.

C. If the Union or any teacher files any claim or complaint in any Court of Law or appropriate government agency other than under the grievance procedure of this Agreement, then the Board shall not be required to process the same claim or set of facts through the grievance procedure.

D. Hearings under this procedure shall be conducted at a time and place which shall afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present, to attend and will be held, insofar as possible, after regular school hours, or during non-teaching time of personnel involved. When such hearings are held at the option of the

administration during school hours, any employee whose presence is required shall be excused, without loss of pay, for that purpose.

- E. A grievance may be withdrawn or settled at any level without establishing precedent.

9.3 **BY-PASS TO SUPERINTENDENT**

If the Superintendent and the Union agree, Step A of the grievance procedure may be by-passed and the grievance brought directly to Step B.

9.4 **BY-PASS TO ARBITRATION**

If the Board and the Union agree, a grievance may be submitted directly to arbitration.

9.5 **NO REPRISAL**

No reprisals shall be taken by the Board or the Union against any teacher because of the teacher's participation in a grievance.

9.6 **FILING OF MATERIALS**

All records related to a grievance shall be filed separately from the personnel file of the employee.

9.7 **GENERAL PROVISION**

It is understood between the parties that any teacher or other bargaining unit member may belong to any employee organization of his own choosing and that any such person who is not a member of the Union or has not expressed a desire to be represented by it shall have the right to present grievances and appeals on his own behalf as an individual and submit suggestions to the Board as an individual.

ARTICLE X - SALARY AND RELATED PROVISIONS

10.1 SALARY

- a. 1.75% annual increase for staff in longevity
- b. 2.75% annual increase for employees who have not yet entered longevity
- c. Starting salaries frozen for four years

10.2 LONGEVITY

Teachers accrue 18 years before longevity.

10.3 EXTRA DUTY COMPENSATION

Extra duty compensation is provided to teachers for taking on work in addition to their regular teaching assignment. Extra duty positions, descriptions and compensation amounts for the term of this agreement are set forth in Appendix A.

10.4 INSURANCE

- A. The Board shall pay one hundred percent (100%) of the premium for a policy which shall provide fifty thousand dollars (\$50,000) term life and accidental death and dismemberment insurance for each teacher. Such insurance shall be convertible by the teacher upon leaving the District as allowed by the carrier.
- B. The Board shall pay the percentages in this table for the single or family premium for the purchase of major medical coverage through an approved carrier for teachers hired prior to July 1, 2017.

| | HMO Single | HMO Family | PPO Single | PPO Family |
|---------|-------------------|-------------------|-------------------|-------------------|
| 2021-22 | 78% | 78% | 78% | 78% |
| 2022-23 | 78% | 75% | 75% | 75% |
| 2023-24 | 78% | 72% | 72% | 72% |
| 2024-25 | 78% | 70% | 70% | 70% |

- C. The Board shall pay the percentages in this table for the single or family premium for the purchase of major medical coverage through an approved carrier for teachers hired after July 1, 2017. The teacher would be responsible for the remaining amount.

| | HMO Single | HMO Family | PPO Single | PPO Family |
|---------|-------------------|-------------------|----------------------------|----------------------------|
| 2021-22 | 78% | 78% | 78% of the single HMO rate | 78% of the single HMO rate |
| 2022-23 | 78% | 75% | 78% of the single HMO rate | 78% of the single HMO rate |
| 2023-24 | 78% | 72% | 78% of the single HMO rate | 78% of the single HMO rate |
| 2024-25 | 78% | 70% | 78% of the single HMO rate | 78% of the single HMO rate |

- D. A one-time bonus for the open enrollment period for the 2021-22 school year of \$2,000 will be paid to any teacher switching from PPO family to HMO or \$1,000 to any teacher switching from PPO single to HMO single. A teacher switching back from HMO to PPO must repay the bonus through salary reduction by the end of the school year through a plan agreed to between the employee and the superintendent's designee.
- E. The standing Insurance Committee is composed of three members of the Union and three members appointed by the Board. Every year, the committee will meet regularly to assess the District's major medical insurance plans so as to reduce premiums and contain insurance costs, and especially to avoid triggering the "Cadillac tax" for higher-end plans. The committee will work collaboratively with

the East Prairie Administration and available human resources (including insurance consultants) to obtain information necessary to make decisions. The committee may, upon a majority vote of the committee members, and approval by the Board and Union, agree to change the plan (including but not limited to changing plan administrators, deductibles, co-pay levels, out-of-pocket limits, type of coverage, carriers), in order to reduce costs and premiums.

- F. If it appears that the insurance premium increases for HMO or PPO coverage will be greater than 7% from one year to the next, the committee will meet and use all good faith efforts to approve ways to reduce such plan's premium increases to less than 7%. If the committee is unable, by majority vote to approve such changes, or the Board or Union do not approve such changes, any premium increases above 7% will be split equally between District 73 and the employees. If the committee does changes to premiums which result in a savings to the premium, then year to year increases shall consider such savings in the calculation of the 7% limitation.

- G. The Board shall provide dental insurance and shall pay six dollars and fifty cents (\$6.50) of the monthly single premium, plus eighty percent (80%) of the difference between six dollars and fifty cents (\$6.50) and the full monthly single premium. Single and family subscribers to this insurance shall pay the difference between the Board contribution and the full premium. Coverage shall include preventative maintenance paid one hundred percent (100%) with no deductible, standard restorative paid eighty percent (80%); major restorative paid fifty percent (50%); standard and major restorative both subject to fifty dollar (\$50) deductible per year per person. The policy shall provide one thousand dollars (\$1,000) maximum per year per person.

10.5 **PAYROLL**

Each teacher shall receive salary payments on the basis of twenty-four (24) pay periods. The twenty-four (24) pay period basis shall have the option of receiving the remainder of

salary on the first payday in June. Salary payments will be made via direct deposit unless otherwise requested by the employee.

10.6 TUITION REIMBURSEMENT

The Board shall establish annually a pool for tuition reimbursement, per year upon the approval of the courses by the Superintendent, from which qualifying teachers may be reimbursed on a pro rata basis per credit hour. Reimbursement shall occur the first pay period of June. Pool and credit hour maximums shall be as shown below:

| Annual Pool For Tuition Reimbursement | Maximum Reimbursement per Credit Hour (may be prorated) |
|--|--|
| \$16,153 | \$462 |

Qualifying coursework consists of:

1. Coursework is completed through an accredited institution of higher education;
2. Graduate degree or certifications related to a teacher’s current teaching assignment at the time of enrollment in the program;
3. Graduate coursework related to the School Improvement Plan or District Goals;
4. Continuing professional education related to current teaching assignments.

10.7 PROFESSIONAL MEETINGS

Teachers may be allowed to attend professional meetings approved by the Superintendent. Expenses for such meetings shall be paid by the Board. These days shall be without loss of pay, and without loss of sick or personal leave unless sick or personal leave is otherwise applicable on a professional meeting day.

10.8 TAX SHELTERING OF TEACHERS’ RETIREMENT CONTRIBUTIONS

The Board shall pick up and pay to the Teachers Retirement System of the State of Illinois the 9% or current TRS rate “member contribution” as defined in Chapter 108-1/2, Ill. Rev. Stat., Section 152. This amount will be deducted from the salary amount determined pursuant to Section 10.1 above.

Should any of the procedures specified above be declared illegal by a court of law or should the procedures be disapproved by the Internal Revenue Service as an unlawful method for deferring taxation of income under the Internal Revenue Code, the procedures shall be voided and unenforceable.

The Union hereby agrees to indemnify the Board for any income tax withholding or other liability which results from the proper implementation of the procedures specified in this section.

10.9 **SALARY REDUCTION PLAN**

The Board shall maintain a salary reduction plan which meets requirements of Section 125 of the Internal Revenue Code. If at any time, such Section 125 or related regulations are amended, the parties shall promptly revise the plan to comply with the amendment.

A teacher may elect to participate by choosing to receive benefits for the purposes set forth below and in the amounts specified. The total amount elected shall be deducted from each teacher's compensation along with the deduction of contributions to the Illinois Teachers' Retirement System which may be required on such salary reduction plan payments.

Prior to the beginning day of the plan year, each teacher shall, in writing, designate the dollar amount(s) elected for that year for each of the following benefits:

- a. Premium for group health insurance.
- b. Reimbursement for the amount of the deductibles on the group health insurance and for any other unreimbursed medical care expenses as defined in Section 213 of the Internal Revenue Code.
- c. Reimbursement for dependent care assistance as defined in Section 129 of the Internal Revenue Code.

- d. Premium for group term life insurance equal to the nearest thousand dollar of salary up to fifty thousand dollars (\$50,000).

The amounts designated may not be changed during the plan year except if there is a change in the family status or other circumstance provided in the Regulations issued by the Internal Revenue Service. Any amounts designated for which valid reimbursement claims are not made on a timely basis shall be forfeited and not otherwise paid to the teacher during that year or carried over to a succeeding plan year.

The dollar total of the designated fringe benefits elected pursuant to the plan shall be deducted in equal amounts from the teacher's salary payments during the plan year unless otherwise specified.

Claims for reimbursement may be submitted no more than once per month unless an agreement with a plan administrator provides otherwise. Claims for reimbursement must be for services received during the plan year.

The Board shall pay the initial set-up fee to a maximum of four hundred dollars (\$400.00). The teacher shall pay any required monthly fees.

10.10 **HIGHER EDUCATION COURSEWORK, PAY SCALE & MOVEMENT**

- A. Bachelor's (BA), Master's (MA), & Master's +32 (MA+32) "lanes" only
 - a. Singular "lane" change window - by November 1
 - b. BA to MA = \$7,500 increase
 - c. MA to MA+32 = \$9,500 increase
 - d. Teachers who have earned a MA may earn an additional \$4,750 by earning a pre-approved endorsement. Teachers may earn up to one additional \$4,750 for a second pre-approved endorsement. Alternatively, a teacher may earn an endorsement of a pre-approved number of hours (\$4,750) and subsequently complete enough approved hours (32 in total) to achieve the MA+32 (\$4,750). This stipend becomes a part of and included in the teacher's overall salary. Payment for two pre-approved endorsements or one endorsement and enough hours to equal 32, is in lieu of \$9,500 for earning a MA+32.

- e. Grandfather clause - Two teachers are in an approved course (or courses) working toward a MA+16 as of January 2021 and may earn \$4750 once the criteria has been met in 2021-22. They could then earn the remaining half when they achieve MA+32 in the future. This stipend becomes a part of and included in the teacher's overall salary.
- B. Anyone who is at BA+16 and eventually earns a MA will receive \$3750. Anyone who is at MA+16 and eventually earns a MA+32 will earn \$4750.
- a. A teacher who has a MA+32 may receive an additional \$2,375 when earning an additional endorsement at the request of the superintendent. This stipend becomes a part of and included in the teacher's overall salary.
- C. 18 years of experience before longevity
- D. The following procedures pertain to advancement ("lane change"). Qualifying coursework for lane changes must meet the same requirements as for tuition reimbursement, repeated here.
- a. Approved by the Superintendent;
 - b. Completed through an accredited institution of higher education;
 - c. Graduate degree or certifications related to a teacher's current teaching assignment at the time of enrollment in the program;
 - d. Graduate coursework related to the School Improvement Plan or District Goals;
 - e. Continuing professional education related to current teaching assignments.
- E. In addition to the requirements listed above:
- a. The responsibility for submitting a transcript or grade report showing the credit earned since receiving the last lane change will be assumed by the individual.
 - b. A grade of "B" or above must be received for all coursework to be applied toward a lane change.
 - c. Credit for approved courses earned prior to September 15th with transcripts or grade reports received by the Superintendent by November 1st will be applied to the first semester of the school year.

10.11 RETIREMENT OPTIONS

This retirement option is contingent on retirees submitting irrevocable letters to retire by April 5, 2021 with the following requirements:

- A. At least **two** people must retire at the conclusion of the 2020-21 school year.
 - a. 6% salary increase retroactive for 2020-21 for employees who submit Notice of Intent to Retire by April 5, 2021 and retire at the conclusion of the 2020-21 school year. The 6% increase includes any other negotiated salary increases. Post retirement and without incurring the district a penalty, anyone retiring in 2020-21 will receive a one time \$10,000 insurance stipend by July 31, 2021.

- B. At least **three** people must retire at the conclusion of the 2021-22 school year.
 - a. 4% salary increase retroactive for 2020-21 and 4% for 2021-22 for employees who submit Notice of Intent to Retire by April 5, 2021 to retire at the conclusion of the 2021-22 school year. The 4% increase includes any other negotiated salary increases.

- C. At least **one** person must retire at the conclusion of the 2022-23 school year and at least **two** people must retire at the conclusion of the 2023-24 school year.
 - a. 4% annual salary increase for two years for teachers who are not eligible to retire at the time this agreement is signed but are eligible to retire by the end of the 2022-23, 2023-24, or 2024-25 school year. Teachers retiring in 2023 or 2024 must submit Notice of Intent to Retire by April 5, 2021. Teachers retiring in 2025 must submit Notice of Intent to Retire by April 5, 2022. The 4% increase includes any other negotiated salary increases.

If more people retire in a given year, the following year quota is reduced by that additional amount. (For example, if five people retire in 2020-21, only one person would need to retire in 2021-22.)

In each of the four (4) years of this agreement, teachers who are eligible to retire must submit notice at the first opportunity to retire or waive the retirement increases for the duration of the contract. Teachers must work for East Prairie for 10 years or more to receive the benefit. Notice once submitted is irrevocable.

6% raises are capped at a level that results in no penalty for the Board. The retirement option sunsets at the conclusion of this agreement.

ARTICLE XI - NO STRIKE CLAUSE

The Union hereby agrees not to strike or engage in or support or encourage any concerted refusal to render full and complete services in District 73 during the life of this Agreement.

ARTICLE XII - MANAGEMENT RIGHTS

The Board retains and reserves unto itself all powers, rights, duties and responsibilities conferred upon and vested in it by the statutes of the State of Illinois.


ARTICLE XIII - DURATION AND TECHNICAL CLAUSES


- A. This Agreement shall become effective upon ratification by the Board and the Union and shall continue in effect until the day prior to the start of the 2025-26 school term.
- B. Each party shall determine the make-up of its own negotiation's representatives who shall be empowered to make proposals and counter proposals, and to reach tentative agreements.
- C. Should any article, section, or clause of this Agreement be contrary to law or declared illegal by a court of competent jurisdiction, said article, section, or clause as the case may be, shall automatically be deleted from this Agreement to the extent that it has violated the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of the Agreement if not affected by the deleted article, section or clause.
- D. The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto. The terms and conditions may be altered, changed, added to or deleted from or modified only through the voluntary mutual consent of the parties in written amendment executed according to the provisions of this Agreement.

E. This Agreement is signed this 12th day of April.

IN WITNESS THEREOF:


THE EAST PRAIRIE COUNCIL,
LOCAL 1274, IFT/AFT, AFL-CIO




President


Secretary

BOARD OF EDUCATION EAST PRAIRIE
SCHOOL DISTRICT NO. 73, COOK COUNTY, IL



President


Secretary

Appendix A

| 2021-2025 Extra Duty Schedule | | |
|--|--|-------------------------------|
| Extra Duty | Payment Method | Pay Rate 2021-2025 |
| Supervisors: Basketball and Volleyball Games, Game Clock, etc. | Hourly Supervisory Rate – As Needed | \$29.91 |
| Student Council 6-8 | Stipend Per Teacher (Max 3) | \$1,158.24 |
| Student Leadership 4-5 | Stipend Per Teacher (Max 2) | \$1,158.24 |
| School Musical Show | Hourly Instructional Rate (Max 40 Hours Total) | \$38.88 |
| Co – Ed Sports | | |
| Track and Field/CC | Hourly Instructional Rate (Max 60 Hours) | \$38.88 |
| Cheerleading | Hourly Instructional Rate (Max 60 Hours) | \$38.88 |
| Coaching and Intramurals (Boys) | | |
| Varsity Soccer | Hourly Instructional Rate (Max 60 Hours) | \$38.88 |
| Varsity Basketball | Hourly Instructional Rate (Max 60 Hours) | \$38.88 |
| Varsity Volleyball | Hourly Instructional Rate (Max 60 Hours) | \$38.88 |
| Jr. Varsity Basketball | Hourly Instructional Rate (max 60 Hours) | \$38.88 |
| Jr. Varsity Volleyball | Hourly Instructional Rate (Max 60 Hours) | \$38.88 |
| 6th Grade Basketball | Hourly Instructional Rate (Max 30 Hours) | \$38.88 |
| 6th Grade Volleyball | Hourly Instructional Rate (Max 30 Hours) | \$38.88 |
| Coaching and Intramurals (Girls) | | |
| Varsity Soccer | Hourly Instructional Rate (Max 60 Hours) | \$38.88 |
| Varsity Basketball | Hourly Instructional Rate (Max 60 Hours) | \$38.88 |
| Varsity Volleyball | Hourly Instructional Rate (Max 60 Hours) | \$38.88 |
| Jr. Varsity Basketball | Hourly Instructional Rate (Max 60 Hours) | \$38.88 |
| Jr. Varsity Volleyball | Hourly Instructional Rate (Max 60 Hours) | \$38.88 |
| 6th Grade Basketball | Hourly Instructional Rate (Max 30 Hours) | \$38.88 |

| | | |
|---|--|------------|
| 6th Grade Volleyball | Hourly Instructional Rate (Max 30 Hours) | \$38.88 |
| Yearbook | Stipend Per Teacher (Max 3) | \$1,158.24 |
| Assigned Teacher Substitution | Hourly Supervisory Rate | \$29.91 |
| Permanent Assigned Lunch/Recess Supervisor | Stipend Per Teacher Per Year (Max 8) | \$3,390.02 |
| Communication Liaison | Stipend – May Be Split (Max 3) | \$7,559.97 |
| Approved Summer Curriculum Work | Hourly Instructional Rate | \$38.88 |
| Supervision of School Sponsored Overnight Trips | Stipend Per Teacher | \$251.83 |
| Homework Club 4/5 and 6-8 | Hourly Instructional Rate (Max 200 Hours Total) | \$38.88 |
| Battle of the Books | Stipend Per Teacher (Max 1) | \$1,158.24 |
| Team Leader | Stipend Per Teacher (Max 5) | \$2,291.28 |
| National Junior Honor Society | Hourly Supervisory Rate – May Be Split (Max 40 Hours Total) | \$29.91 |
| Approved Academic Competition Advisor | Hourly Instructional Rate (Max 3 Competitions, Max 30 Hours Per Competition) | \$38.88 |
| Volunteer Coordinator | Stipend- May Be Split | \$1,158.24 |
| Detention | Hourly Instructional Rate (Max 2) | \$38.88 |
| Young Authors | Stipend (Max 1) | \$1,158.24 |
| WHO 2 | Stipend (Max 1) | \$1,158.24 |
| Dance Club | Stipend (Max 1) | \$1,158.24 |
| Outdoor Education Coordinator | Hourly Instructional Rate – May Be Split (Max 30 Hours Total) | \$38.88 |
| Athletic Director | Stipend (Max 1) | \$1,158.24 |
| Scheduling | Hourly Instructional Rate – May Be Split (Max 3 People, Max 140 Hours Total) | \$38.88 |

Appendix B

EPC Sick Leave Bank Rules & Regulations

SICK LEAVE

A. All full time teachers shall be entitled to a total of fifteen (15) days of sick leave each school year without loss of pay. Such sick leave shall accumulate without limit. Sick leave shall be interpreted to mean personal illness, quarantine at home, serious illness or death in the immediate family or household. The immediate family for purposes of this Section shall include parents, spouse, children, brother, sister, grandparents, grandchildren, parent-in-law, children-in-law, brother-in-law, sister-in-law, and legal guardians. Any full time teachers hired after the start of school shall receive sick leave prorated from the date of hiring to the end of the school year.

B. Establishing the Sick Leave Bank

The Board agrees to the establishment of a Sick Leave Bank by the Union. Each EPC member may voluntarily donate (2) sick leave days to establish the bank and become a member. The purpose of the Bank is to provide extended sick leave to eligible teachers who incur a period of prolonged illness or catastrophic event or the need to care for the prolonged illness of an immediate family member as defined in A. of this section. The Sick Leave Committee shall administer the Sick Leave Bank. All matters that concern the policies and administration of the Sick Leave Bank shall be governed by the Union.

C. Enrollment Period

Teachers may donate (2) sick leave days to become a member of the bank within the first month of employment through the submission of the enrollment form. Membership shall be renewed automatically from year to year, unless the number of bank days drops to 15 (see D.) Teachers who initially declined enrollment in the bank may also enroll during the first month of a school year.

The Sick Leave Committee will forward confirmation of the transfer of days to the Sick Leave Bank to the bank members.

D. General Conditions

Days donated to the sick leave bank are irrevocable; once they are donated, they will not be given back. Unused sick days are carried over from one year to the next. In the event of the sunset of the bank, the current Union membership at that time shall determine the nature of the distribution of any remaining bank sick days to sick leave bank members. The recommendation will be submitted by the Sick Leave Committee to the union membership for approval.

If the number of days in the Sick Leave Bank drops to 15 days, the sick leave members will again volunteer (2) sick days to the bank to retain membership.

E. Procedures for Use of Sick Leave Bank

Sick Leave Bank members are entitled to withdraw a maximum of 15 days per qualifying event provided the following conditions are met:

1. The participating member has used all his/her personal accumulated sick days and personal days.
2. The participating member provides a licensed medical doctor's letter as proof of need as described in part 8.1.B.
3. The request is submitted to the Sick Leave Committee for approval. Anonymity and privacy will be preserved for the applying member to the greatest extent possible.

Days do not have to be used consecutively. If any requested sick leave bank days are not used within the year, they will remain in the sick leave bank and will not be transferred to the member. Sick Leave Bank days requested and used by the member will not need to be repaid to the bank.

A participating member who has used the maximum of 15 days will not be eligible again for use of the Sick Leave Bank during the same school year.

F. The Union agrees with respect to the operation of the sick leave bank that it will hold harmless, defend, and indemnify the Board, its members, employees and/or agents as regards any action, complaint, or suit taken in the implementation of this Bank.

G. The rules and regulations of the sick leave bank shall be reviewed annually by the Superintendent and the Union President and changes, if any, will be presented to both the Union and the Board of Education in May of each year.