

AGREEMENT BETWEEN

THE BOARD OF EDUCATION

OF

EAST PEORIA COMMUNITY HIGH SCHOOL DISTRICT NO. 309

AND

EAST PEORIA COMMUNITY HIGH SCHOOL EDUCATION
ASSOCIATION - IEA-NEA

2009-2014

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I. RECOGNITION AND DEFINITIONS

1.1 Recognition

The Board of Education of East Peoria Community High School District No. 309, Tazewell County, Illinois, hereinafter referred to as the "Employer" or "District" hereby recognizes the East Peoria Community High School Education Association/IEA-NEA hereinafter referred to as the "Association" as the sole and exclusive bargaining representative for all certified or professional personnel; also to include counselors, librarians, nurses, speech pathologist, psychologist and social workers. Such representation shall exclude the Superintendent, Assistant Superintendent, Administrative Assistants, Curriculum Director and Deans.

1.2 Definitions

A. Employee

The term Employee or Bargaining Unit Member when used hereinafter in this Agreement shall refer to all Employees represented by the Association unless the text indicates otherwise.

B. Days

The term "days" when used in this Agreement shall, except where otherwise indicated, mean working days.

C. Superintendent

The title Superintendent shall indicate the Superintendent of Schools or his/her designee.

D. Employer

The term Employer, Board, District or Board of Education shall indicate the Board of Education.

E. Association

The term Association or union shall indicate the sole and exclusive bargaining representative.

II. EMPLOYEE AND ASSOCIATION RIGHTS

2.1 Right to Organize

Employees shall have the right to organize, join and assist the Association and to participate in professional negotiations through the recognized employee organization. Employees may engage in lawful activities for the purpose of mutual aid and protection.

2.2 Meetings, Notices and General Information

The Employer agrees that the Association and its representatives shall have the right to use school communication facilities and buildings for meetings and to transact official Association business on school property at all reasonable times provided this does not interfere with or interrupt normal school operations or cause any expense to District 309.

Guidelines:

1. Use of announcement sheet (a) as a call for meetings; (b) as a reminder of Association functions.
2. Use of P.A. system after completion of regularly scheduled student day (a) as a call for meetings; (b) as a reminder of Association functions, for communication with employees.
3. Use of typewriters, copying machines, computers, including the District's electronic mail system, for communication with employees.
4. Continued purchase and use of consumable supplies.
5. Use of Employees' mailboxes for distribution of Association business.
6. Use of Employees' cafeteria bulletin board and chalkboard for important Association notices and material.
7. Use of school telephones, at Association expense for toll calls.
8. The president(s) of the Association or his/her designee(s) shall be given a copy of the agenda and other appropriate material pertaining to the next scheduled Board meeting, including copies of any proposed policies to be considered by the Board, at the same time as the material is distributed to the Board of Education members, except that documents which would be exempt under the Freedom of Information Act or which deal with subject matters that can be discussed in closed session under the Open Meetings Act, need not be made available.

9. The Employer and Association agree that matters relating to Supervisor-Employee or Employer-Employee relationships shall not be discussed in the presence of students.

2.3 Board Minutes - Association Copies

Two (2) copies of all Board minutes shall be mailed or placed in the mailbox of the president(s) of the Association as soon as they have been approved.

2.4 Employee Orientation

The Association and the Employer agree that, at the request of the Association, a reasonable period of time (of at least one-half (1/2) hour) will be made available during Employee orientation and institutes for Association purposes.

2.5 Just Cause Discipline

Except for dismissal of and suspension immediately preceding dismissal of tenured teachers or non-renewal of employment of non-tenured teachers, which shall be pursuant to 24.11 and 24.12 of the School Code, no teacher shall be reprimanded or disciplined without just cause. For remediable offenses, the Employer shall follow the practice of progressive discipline when appropriate. Whenever a teacher is issued a written reprimand or attends a meeting wherein the Employee is disciplined or questioned about matters which could lead to a reprimand or discipline, he/she shall be entitled to Association representation.

2.6 Personnel File

Each Employee shall have the right upon request, to review the contents of his/her personnel file and to place therein written reactions to any of its contents. Entries in the file shall be authorized by the Administration or the Board upon the completion of diligent investigation. Incident reports shall not be placed in an Employee's personnel file. A copy of all entries shall be provided the teacher except for the confidential recommendations.

2.7 Association Days

In the event that the Association desires to send representatives to local, state, or national conferences or any other business pertinent to Association affairs, these representatives shall be excused without loss of salary, providing that a written notice for leave has been submitted to the Superintendent. The Association shall be allowed six (6) days with no make up and an additional two (2) days if the Association provides substitutes. Additional days may be granted at the discretion of the Superintendent. No more than three (3) teachers may utilize such Association leave on the same school day.

III. GRIEVANCE PROCEDURE

3.1 Definitions

Any claim by an Employee or the Association that there has been a violation, misrepresentation, or misapplication of the terms of this Agreement, shall be a grievance.

All time limits shall consist of school days, except where noted or when a grievance is submitted fewer than ten (10) days before the close of the current school term, then time limits shall consist of all calendar days.

3.2 Procedures

The parties acknowledge that it is most desirable to resolve problems through informal discussion. When requested by the Employee, Association representatives 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 Association, a grievance may be processed as follows:

Step 1: The Employee or the Association shall within sixty (60) days of the occurrence present the grievance in writing to the Superintendent. The written grievance shall describe the grounds for the grievance, the provision of the Agreement alleged to have been violated, and the remedy requested. The Superintendent shall arrange for a meeting to take place within ten (10) days after receipt of the grievance. Within five (5) days of the meeting, the grievant and the Association shall be provided with the Superintendent's written response, including the reasons for the decision.

Step 2: If the Association is not satisfied with the disposition of the grievance at Step 1, the Association may submit the grievance to final and binding arbitration within twenty (20) days of the Superintendent's written reply through a request to the Federal Mediation and Conciliation Service for a panel of arbitrators. The arbitrator shall be chosen by alternatively striking arbitrators from the panel until one remains. The right to strike first shall be determined by coin toss. If a demand for arbitration is not filed within twenty (20) days of the day of the Step 1 answer, then the grievance shall be deemed withdrawn.

3.3 Power of Arbitrator

The arbitrator shall have no power to alter the terms of this Agreement.

3.4 Association Participation-Employee Representation

The Employer acknowledges the right of the representatives of the Association to participate in the grievance process at any level, and no Employee shall be required to discuss any grievance if the Association's representative is not present.

3.5 Association Participation-Employee Not Represented

When an Employee is not represented by the Association, the Association shall reserve the right to have its representatives present to state its views at any stage of the grievance procedure.

3.6 Employer-Cooperation

The Employer shall provide information to the Association as requested during the investigation or processing of a grievance, unless such requested information is confidential. Requested information not provided cannot be used at a subsequent arbitration hearing.

3.7 Class-Action Grievance

Class-action grievances involving one or more Employees may be filed by the Association.

3.8 Filing of Materials

All records related to a grievance shall be filed separately from the personnel files of the Employee.

3.9 Bar to Appeal

District failure to adhere to this negotiated procedure shall not act or bar continued processing of the grievance or prohibit receiving final resolution through arbitration.

3.10 No Reprisals Clause

No reprisals shall be taken by the Employer against any Employee because of the Employee's participation in a grievance or an Employee's failure to file a grievance.

3.11 Grievance Withdrawal

A grievance may be withdrawn at any level without establishing a precedent.

3.12 Expiration of the Contract

Any claim or grievance arising under this contract may be processed through the grievance procedure until resolution even upon expiration of this contract.

3.13 Expenses

The fees and expenses of the arbitrator shall be shared equally by the Association and the Employer. Each party shall bear the cost of its representation and witnesses.

3.14 Bypass

By mutual agreement, any step of the grievance procedure may be bypassed.

3.15 Settlement

By mutual agreement, a grievance may be settled at any step without establishing precedent.

IV. EFFECT OF AGREEMENT

4.1 Complete Understanding

The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties hereto. The terms and conditions of this Agreement may be modified by alteration, change, addition to or deletion only through the voluntary, mutual consent of the parties in a written and signed amendment.

4.2 No Strike Provision

The Association agrees there shall be no strikes, stoppages of work or withholding of service by the Association or Employees during the term of this Agreement.

4.3 Savings Clause

Should any article, section or clause of this Agreement be 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 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.

V. EMPLOYMENT CONDITIONS

5.1 Working Hours

Working hours shall not exceed eight hours between 7:30 a.m. and 3:30 p.m. unless lengthened by the Employer due to an emergency. However, teachers are permitted to leave the building at 3:20 p.m. and are expected to be in attendance at faculty meetings or conferences that may occasionally last beyond 3:30 p.m. Further, teachers are expected to be in attendance on the following evenings as per the policy outlined by the EPCHS Teacher's Handbook: "Meet the Teacher" night, 1st Quarter Parent/Teacher Conferences, one supervision, and Graduation. The work day shall include a duty free lunch of at least thirty (30) consecutive minutes. Notwithstanding the foregoing, the District may during the period from the opening day of school to Labor Day, implement a heat schedule providing that the work day shall in no event commence earlier than 6:30 a.m. On days when a heat schedule is in effect, teachers are permitted to leave the building ten (10) minutes after the students are dismissed, but are expected to be in attendance at faculty meetings or conferences that may occasionally last beyond 2:30 p.m.

5.2 Teaching Experience

The Employer recognizes teaching experience acquired in accredited schools outside the District upon employment.

5.3 Employee Assignments

An Employee shall be given written notice of his/her tentative classes, subject assignments and room assignments for the forthcoming year at least two (2) weeks before the end of the school year. In the event changes in such assignments are proposed, the Employee affected shall be promptly notified and consulted. In no event shall changes in the Employee's assignments be made later than thirty (30) days preceding the commencement of the next school term unless an emergency situation requires same. The Association shall be notified of any emergency changes. When full time positions become available for the next school year, the Employer shall advertise to fill the positions with full time replacements before hiring part time Employees for such positions. Full time teachers will be given meaningful consideration for classroom assignments even though the potential exists for giving such class assignment to an available part-time teacher. While the Board declares that it is not its policy to transform full time positions to part time positions, this section shall not be interpreted in a manner that would interfere with the Board's effort to employ the best qualified teachers available. Special Education teacher release time shall consist of two days per school year for the purpose of completing state mandated IEP paperwork. The two days will correspond with the student IEP schedule. Counselors shall work eleven (11) additional days per school year and shall be paid at their per diem rate for the additional days worked.

5.4 Teaching Load and Class Size

The Employer shall determine teaching load and class size. Assignment to a supervised study period shall be considered a teaching period and not a preparation period for the purposes of this and the following provision. Assignment to an additional teaching period in lieu of the Employee's preparation period shall be considered an overload for the semester and shall not be done without the Employee's consent. Any Employee thus denied a preparation period shall be compensated by increasing that Employee's semester compensation by 17% under a 6 instructional period day. Except in certain activity-type classes such as physical education and music, the daily student load for each teacher shall not exceed 165 students, unless the teacher voluntarily consents to a greater student load. Also, in the case of an English teacher, the daily student load for each teacher shall not exceed 155 students, unless the teacher voluntarily consents to a greater student load. Students in a teacher's supervised study period and students in a class wherein the teacher is substituting shall not count toward the teacher's student load. While the parties agree that co-teaching might warrant an increase in student load numbers referenced above, they also agree that quantifying the permissible increase is difficult because of varying circumstances. Therefore, the parties agree that in cases of co-teaching reasonable increases in student loads are permissible, but in no event shall an increase be greater than ten students. Further, the number of students assigned to a particular section benefitting from co-teaching shall not exceed by two the number of students who would have been assigned in the absence of co-teaching. An effort will be made to equitably distribute students among classes, particularly physical education classes.

5.5 Preparation Period

One class period per day will be granted for preparation for every classroom Employee except as set forth in the preceding section. In the case of special education, the preparation time, however, need not be granted in a consecutive block of time. In those situations when it is necessary to leave the building during a preparation period, the teacher shall notify the main office. Teachers may be required to give a specific reason why it is necessary to leave the building during a preparation period.

5.6 Employee Proposals

Whenever an employee submits a proposal to the Principal pertaining to the employee's department, the Principal shall respond in writing within sixty (60) days and shall coordinate with the department's Lead Teacher.

5.7 Supplemental Jobs

If Employees are to be assigned to an extracurricular activity, i.e. supplemental job, an opportunity will be given before the dismissal of school in the spring to submit a written request to assume, change, or drop an extracurricular assignment. Those

activities associated with teaching subjects or athletics must have faculty advisors with that particular expertise. Request for changes in activities must be received in the main office by April 1st. The list of activities and the number of openings will be posted in the main office and teachers' cafeteria by April 15th. Assignments not filled by May 1st may be assigned by the Superintendent. An Employee holding a specific assignment for three (3) years may resign from that assignment. If no replacement is available for the next school year, the Employee may be required (under emergency circumstances), to fill that position for only one more school year.

If during the term of this Agreement the Employer creates additional supplemental jobs, the rate of pay shall be determined by negotiations between the Employer and the Association.

Current Employee applicants will be given serious consideration, including an interview, for vacant or newly created supplemental positions, before the Employer employs individuals from outside of the bargaining unit. A head coach's preference of candidates shall be given due consideration.

5.7.1 Posting of Vacancies

Positions created or becoming vacant during the school year may be temporarily filled to avoid undue disruption of the educational program. The procedures in this section shall be followed in respect to permanently staffing positions for the next school year.

Vacancy notices for teaching and administrative positions shall be publicized to the staff through the school's electronic mail system, by providing copies to the Association Presidents, and by posting on a designated bulletin board in the teachers' cafeteria and in a central location in the District office for at least ten (10) calendar days. Except in cases of emergency, the vacancy will not be filled until the ten (10) day posting period has elapsed. Where prior experience or a specific certification is required, such requirement shall be stated in the posting. Current employee applicants will be given serious consideration, including an interview, for vacant or newly created positions before the employer employs individuals from outside of the bargaining unit. The same procedure will be following during summer months

5.8 Substituting

Substitute teachers will be on a voluntary rotation basis, except when an emergency warrants. Substitutes will be from within the department when possible.

When a regular classroom Employee is absent from school, substitution will be handled in the following manner:

1. Hourly substitutes - In-school staff may be employed during their preparation period at regular substitute pay found in Appendix B. At the beginning of each school year, teachers will be asked to complete a form indicating their willingness to substitute. Those teachers who indicate an interest in substituting will be the first contacted (on a rotation basis) when services are

needed, except that teachers who are interested in substituting and who teach within the department of the person absent will be contacted prior to others. The Administration shall upon request furnish data as to which teachers were assigned to substitute on which dates. The Administration reserves the right to require teachers to substitute on an emergency basis and after seniors complete final examination, to assign "senior" teachers with no students left in class to substitute. In no event will a "senior" teacher with three or more students left in class be assigned to substitute. "Senior" teachers with three or less students left in class shall not be assigned to substitute unless the administration has exhausted all reasonable efforts to find another teacher to substitute.

2. Daily substitutes - Outside substitutes may be employed at regular substitute pay.
3. Extended substitutes - (less than one semester) - In-school staff or outside substitutes may be employed. Payment for extended substitution is as follows:
 - a. Less than twenty-five (25) consecutive school days - regular substitute pay.
 - b. Twenty-five (25) consecutive school days, but less than one school semester, the pay will be the daily rate of 1/180 of the first step of the effective BA salary schedule. (No sick leave, paid for days of attendance only.) When the twenty-fifth consecutive day is completed, the above rate will be calculated retroactively to day one.
 - c. Substitutes for one semester or more will be paid on the regular adopted salary schedule according to the Employee's degree and years of experience (all regular fringe benefits will be included).
4. Substituting as a Supervisory Assignment - No teacher will be required to substitute as a supervisory assignment.

5.9 Sick Leave

Employees in their first and second years at East Peoria Community High School will receive 20 days sick leave per year. Thereafter, all faculty shall receive 15 days per year, accumulative of 340 days, exclusive of the 15 days to be credited for the current school year, but inclusive of all other sick leave days and any personal days that may be added to sick leave accumulation pursuant to Section 5.12f. Sick leave will be charged against the current year's sick leave until exhausted before being charged against accumulated sick leave carried forward from preceding years. Each Employee shall receive a notation as to the number of sick leave days he/she has accumulated, from whatever source, as of the beginning of the school year. Given the unique circumstances that frequently surround the adoption process, an adopting

parent may during the time of adoption utilize accumulated sick leave, not to exceed nine (9) weeks.

5.10 Military Leave

If an Employee is drafted or recalled to military service, an interrupted year shall be counted as one full year's experience. Time served in military will be counted on salary schedule.

5.11 Child Rearing Leave

Child rearing leave of absence shall be granted without pay or loss of accrued sick leave, tenure, or seniority to any Bargaining Unit Employee who submits a written request for such leave. Child rearing leave of absence shall be granted in cases of adoption as well as natural born children.

The effective date of this leave shall be established by the Employer and Employee involved.

The length of the leave shall not exceed one year. Termination of the leave shall coincide with the beginning of a semester unless the Employer feels it is the District's best interests to allow a different termination date.

Medical, dental and life insurance coverage may, at the option of the Employee, be dealt with as follows:

- a. Insurance may be dropped for the duration of the leave (Employee is responsible for any restrictions for reinstatement to the group plan).
- b. Insurance premiums may be paid by the person on leave. Employer's portion of premiums reimbursed upon the return (or attempted return) of Employee.
- c. Insurance premiums shall be paid by the Employer (up to the maximum provided for in this Agreement) if the person on leave signs a legal document stating that he/she will return to EPCHS for a period of time equal to the length of leave.

5.12 Personal Leaves

An aggregate of two (2) days of personal leave shall be granted to each Employee each year subject to the following:

- a. Except for emergency situations, the Employer shall be provided a 48 hour written notice setting forth the reason prior to utilization.

- b. No more than five (5) Employees shall be approved for personal leave on any one day except for emergencies.
- c. Personal leave shall only be used to conduct business which cannot be scheduled other than during school hours.
- d. Personal leave days shall not be granted the day before or after a holiday or vacation period, except for approval by the Superintendent.
- e. Leave to conduct business for financial gain shall not be considered personal leave.
- f. Any personal leave days not used during the school year will be added to the sick leave days.

Personal leave days granted in addition to the above shall require the Employee to make up the time absent in the form of hourly substitution without remuneration. Non-classroom Employees shall be given the opportunity to make up the absence as mutually agreed upon by the Superintendent and the Employee. Leave not made up by the end of the school year will be deducted from the Employee's salary at the rate of 1/180th of the contracted salary for each day, and 1/1080th for each hour in a six (6) instructional/seven (7) period day.

5.12.1 Long Term Professional Leave

The Superintendent may allow professional leave for the enhancement of an employee's teaching capacity. The member shall request professional leave in writing at least one week prior to the day of the requested absence. Professional leaves may be either for research or instructional, administrative, or other professional development. Should such professional leave be granted, the employee shall not be required to make up any substitutions.

5.13 Other Leaves of Absence

All Employees covered by this Agreement may be granted leave of absence only by action of the Employer. Leave of absence without pay may be granted based on the following conditions:

1. Requests for leave shall be in writing stating the reason for the requested leave and directed to the Superintendent setting forth the length of leave requested, normally one (1) or two (2) semesters.
2. Eligibility shall be based on a minimum of two (2) years of continuous employment in the District.
3. All leaves of absence shall be limited to a maximum of two (2) semesters.

4. All leaves without pay shall normally commence at the beginning of a semester and reinstatement during a semester or school year shall be at the discretion of the Employer.
5. Salary increment or steps in the salary schedule shall not accrue for leaves of one (1) year.
6. Sick leave days shall not accrue, but unused sick leave held at the start of the leave shall be available upon reinstatement.
7. Written notice of intention to either return or resign shall be given by the Employee to the Superintendent thirty (30) calendar days prior to the end of the fall semester or sixty-five (65) days prior to the end of the school year. Failure to furnish such written notice shall constitute a notice of resignation.
8. An Employee returning to the District from a leave of absence without pay will be reassigned to the position he or she left, if available, or to any available position for which he or she is certified and qualified.
9. In the case of approved sabbatical leave, the Employer shall reimburse 70% of the cost of tuition subject to a maximum of \$2,000. The tuition reimbursement shall be conditioned upon successful completion of courses and return to EPCHS.
10. Insurance may be dropped for the duration of the leave (Employee is responsible for any restrictions for reinstatement to the group plan).
11. Insurance premiums may be paid by the person on leave. Employer's portion of premiums reimbursed upon the return (or attempted return) of Employee.
12. Insurance premiums shall be paid by the Employer (up to the maximum provided for in this Agreement) if the person on leave signs a legal document stating that he/she will return to EPCHS for a period of time equal to the length of leave.

5.14 Bereavement

Leave for bereavement, not to exceed five (5) days, shall be granted in the event of death of a spouse, child, parent (natural or foster), brother or sister, grandparent, grandchild, relative of the spouse of identical degree or person residing with the Employee, whose major support is derived from the Employee and who is related to the Employee or spouse by a kinship of first cousin or closer. Bereavement leave granted pursuant to the foregoing sentence shall not be deducted from the Employee's sick leave. Leave for bereavement, not to exceed three (3) days, shall be granted in the event of death of an aunt, uncle, niece, nephew or cousin who does not fall within the scope of the first sentence of this section. Bereavement leave

granted pursuant to the foregoing sentence shall be deducted from the Employee's sick leave.

The above rule shall not be construed to be more than a definition of the area within which the Superintendent is empowered to act under the terms of Section 24-6 of the Illinois School Code. Cases not covered in this authority herein granted will be dealt with by the Superintendent.

5.15 School Calendar

The Employer shall annually establish a calendar for the school term, specifying the opening and closing dates and providing a minimum term of at least one hundred eighty-five (185) days to insure one hundred seventy-six (176) days of actual pupil attendance, four (4) workshop/in-service days and five (5) emergency days. Any days allowed by law for teachers' institute but not used as such, shall not increase the minimum term by the school days not used. The Association shall have input into the development of the school calendar.

5.16 Parking

All personnel will be assigned reserve parking spaces based on availability. These spaces will be automatically re-assigned annually. Vacancies that occur will be assigned on a seniority basis each August by the EPCHS Education Association Parking Committee with the following exceptions:

- (2) Visitor Parking Spaces – Spaces #1 and #2
- (11) Reserved (to be assigned by the Administration) – Spaces #3 through #8, Spaces #13 through #16, and Space #47.

5.17 Pay Days

Paydays are bi-weekly (every other Friday) on a 12-month basis only. Checks will be available on the due date and will not be issued early due to school vacations. In no event will an employee receive more than 26 paychecks during a twelve month period or be compensated more than the established annual salary, plus additional pay for designated supplemental duties or other negotiated benefits.

5.17.1 Payroll Direct Deposit

The District will provide direct deposit of a bargaining unit member's paycheck into a bank, savings and loan association or credit union located in the immediate area and which accepts direct deposit. Direct deposit shall be mandatory. Paychecks will be deposited into a member's account by approximately 9:00 a.m. on designated paydays. Direct deposit will occur on the payday regardless of whether or not school is in session.

5.18 Pay Days - Substituting

Substitute teaching will be paid three (3) times a year; just before Christmas and Easter vacation and at the end of the school year.

5.19 Savings Plan Deduction

Annuity deductions, Tazewell County School Employees Credit Union and Illinois Education Association Credit Union deductions, if authorized by the Employee, shall be deducted and deposited to the appropriate party each pay period. Payment shall be made as soon as practical after the end of the payroll period.

5.20 College Hour Stipend

The Employer will pay tuition costs not to exceed \$250.00 per hour. Courses must be approved by the Superintendent prior to taking a course in order to receive payment. No payment will be made for tuition costs reimbursed by private funds or foundations, or tuition vouchers. The Employer will pay the difference between any grant stipend and the per hour tuition reimbursement. Tuition costs will be reimbursed subject to the following conditions:

1. Courses requested by the Employee and in the Employee's teaching assignment and approved by the Superintendent.
2. Courses requested by the Superintendent to qualify the Employee for another teaching assignment.
3. Institutions offering courses must be accredited by the Higher Learning Commission.
4. Not more than six (6) hours per semester during the school year and no more than six (6) hours during the summer.
5. No more than \$1,500 will be reimbursed during a fiscal year.
6. No more than \$9,000 will be reimbursed during an Employee's employment in the District.
7. MA+30 requests for additional credit will be evaluated as to its value to East Peoria Community High School by the Superintendent.

Notwithstanding the limitations on tuition reimbursement found in this paragraph 5.20, all employees who were already participating in an approved, accelerated masters degree program as of March 22, 2010 and any employee who was already as of March 22, 2010 enrolled in a master's degree program at the specific request of the Principal so that the employee would qualify to teach dual credit courses, shall receive tuition reimbursement subject to the conditions found in the prior collective

bargaining that terminated August 1, 2009, and not be limited by new conditions found above. Such employees shall be "grandfathered" while the employee is pursuing the applicable master's degree, but not thereafter.

5.21 Professional Credit

- A. Professional credit given toward BA+15, MA+15 and MA+30 tracks for educational travel, workshops, curriculum projects, correspondents courses, on-line courses, and educational research upon application to, and approval of, the Superintendent and the Employer (Limit 6 hours each tract).
- B. Professional credit given toward BA+15, MA+15 and MA+30 for undergraduate courses upon application to, and approval of, the Superintendent and the Employer (Limit 6 hours, lifetime).
- C. Graduate hours taken prior to the completion of a master's degree, may be counted toward the MA+15 salary track if all of the following conditions are met:
 - 1. Such courses are taken after the Employee has given the Superintendent a written declaration that the Employee is embarking upon a master's degree program.
 - 2. Such courses are not used in conjunction with obtaining the master's degree.
 - 3. The courses relate to the teacher's teaching assignment.
 - 4. The courses have been approved in advance by the Superintendent.
 - 5. The teacher completes the master's degree program in a timely fashion.

5.22 Salary Adjustment

Track adjustments in the salary schedule will be made at mid-year if the following conditions are met:

- A. Notification of a possible change must be given in writing prior to September 1 of the current year.
- B. Course of study must be completed by February 1.

5.23 Hospital and Dental Insurance

The District shall provide a group health insurance program. The employee's contribution toward individual coverage premium shall be 10% of the total premium cost. The employee's contribution toward family coverage premium shall be 20% of the total premium cost. An employee may request a payroll

deduction for individual or family coverage. Retired employees may elect to stay in the medical plan (at their expense) until age 65 if they have at least ten years of service at East Peoria Community High School at the time of retirement.

5.23.1 Health Insurance Committee

The Health Insurance Committee shall be composed of a Board member designated by the President of the Board, the Superintendent or the Superintendent's designee, an East Peoria Community High School Education Association member appointed by the Association President, an educational support personnel employed at the District who is covered by the plan and an employee of Tazewell-Mason Counties Special Education Association who is covered by the plan and appointed by the Executive Director of Tazewell-Mason Counties Special Education Association. The Committee shall meet at least once each month that school is in session unless the Superintendent and the Association President agree to cancel the regularly scheduled meeting. The Committee shall not receive names of claimants and shall protect the privacy of all plan participants.

The Health Insurance Committee shall generally and on a continuing basis analyze and monitor the District's health insurance plan. More specifically, the Health Insurance Committee shall perform the following functions:

1. Consider modifications of benefits.
2. Consider the general nature of the plan, including whether or not it should be self-funded.
3. Consider who should be carrier and, if self-funded, who should be the third party administrator.
4. Consider whether or not the entire plan should be bid and monitor the bidding process.
5. Consider in extraordinary, unforeseen and unique cases, the advisability of any payment being made beyond current plan coverage. Any payment beyond the current plan coverage recommended by the Committee shall not be made unless first approved by the Association executive committee and the Board of Education.
6. Consider the fund balance.
7. Consider, under a self-funded plan, what premiums should be established.

The Committee shall meet with carrier representatives, insurance agents, third party administrator representatives and consultants as the Committee deems helpful and appropriate. The Committee shall make such recommendations to the Board of Education as it deems appropriate. No change in benefits or in premium amount set forth in the collective bargaining agreement shall occur without approval from the Board of Education and East Peoria Community High School Education Association. The parties to the collective bargaining agreement agree and acknowledge that recommendations of the Health Insurance Committee deserve and shall receive careful consideration and that the effectiveness of the Health Insurance Committee is

dependent upon those recommendations generally being approved by the Board and the Association.

5.24 Life Insurance

The Employer will provide \$50,000 group life insurance coverage for each active Employee. Retirees qualifying for medical insurance coverage under 5.23 above may (at their expense) retain \$20,000 of group life insurance coverage until age 65.

5.25 Retirement

The Employer shall pay the Employee's required 9.4% (1.103753 compounded) contribution to the Teachers' Retirement System, including the contribution required for longevity pay and extra-pay set forth on Appendix B.

5.26 Dues Deduction

The Employer shall deduct from each Employee's pay the current dues of the Association, provided that the Employer has an Employee-executed authorization for continuing dues deduction, the amount of which shall annually be certified by the Association, thirty (30) days before the first payroll from which the deduction is to be made. The authorization shall remain in effect from year to year, except that the Employee may revoke it between September 1 and September 15 of any year. If an Employee revokes the dues authorization by appropriate notice to the Employer, the Employer shall notify the Association of the revocation. Any attempted revocation subsequent to September 15th shall be ineffective and in the event of termination of employment while a dues authorization is in effect, any remaining dues shall be deducted from the final paycheck. All dues deducted by the Employer shall be remitted to the Association no later than ten (10) days after such deductions are made.

Names and addresses of newly hired Employees shall be provided to the Association after they have been approved by the Employer.

5.27 Salary and Extra Pay

For the 2009-2010 school year, each returning full time teacher shall receive a salary increase of \$1,200, inclusive of Board-paid retirement. A teacher qualifying for lane movement shall receive an additional salary increase of \$1,771.

For the 2010-2011 school year, each returning full time teacher shall receive a salary increase of \$1,200, inclusive of Board-paid retirement. A teacher qualifying for lane movement shall receive an additional salary increase of \$1,800.

For the 2011-2012 school year, each returning full time teacher shall receive a salary increase of \$1,000, inclusive of Board-paid retirement. A teacher qualifying for lane movement shall receive an additional salary increase of \$1,825.

For the 2012-2013 school year, each returning full time teacher shall receive a salary increase of \$1,000, inclusive of Board-paid retirement. A teacher qualifying for lane movement shall receive an additional salary increase of \$1,850.

For the 2013-2014 school year, each returning full time teacher shall receive a salary increase of \$1,000, inclusive of Board-paid retirement. A teacher qualifying for lane movement shall receive an additional salary increase of \$1,875.

In addition to salary increases, each full time teacher shall be paid a bonus of \$300, exclusive of Board-paid retirement, for the 2010-2011 school year and a bonus of \$500, exclusive of Board-paid retirement, for the 2011-2012, 2012-2013 and 2013-2014 school years providing for that particular year the mean RIT scores for each of the 9th, 10th and 11th grade classes meet or exceed the MAP Targets for Mathematics and Reading, as established by NWEA, on the Spring (end of year) MAP assessment. The bonus shall be paid no later than June 30th of the year the scores were achieved.

Returning teacher salaries and bonuses shall be determined as set forth above. The salary schedules found in Appendix A shall be used only for the following purposes:

1. To determine the initial salary of a newly hired teacher, subject to the limitation found below.
2. To define the lanes recognized by the District and the salary increase to be paid for lane movement, which is calculated as 5% of the entry level salary.
3. To establish the entry level salary which is used to calculate the extracurricular stipends provided for in Appendix B.

In no event shall any newly hired teacher's salary exceed that of a current employee with the same or more years of credited service and the same or greater educational credits.

Extra pay schedules are set forth in Appendix B.

5.28 Supervision Assignments

During the school day, Employees may be assigned supervision responsibility apart from their normal classroom load, duty free lunch period and preparation period. These supervision assignments may include, but are not limited to, the following:

- A. Morning and afternoon hall supervision
- B. Washroom supervision
- C. Cafeteria and Commons supervision

Employees, except for industrial arts teachers, shall be available at their classroom door during passing periods to assist in assuring an orderly transition between classes.

5.29 Involuntary Transfer

An involuntary transfer occurs when over a Teacher's objection a Teacher is assigned to teach in a subject area that the Teacher has not taught in for at least five years. (By way of explanation, an involuntary transfer does not occur when a Teacher assigned to teach Algebra I is assigned to teach Geometry, regardless of the Teacher's lack of consent. An involuntary transfer occurs when a Teacher is assigned to teach a Science course and the Teacher has been teaching exclusively mathematics for at least five years and objects to the assignment.)

A Teacher must give the Administration written notification within five (5) days of learning of the transfer that he/she does not consent to the transfer of the transfer will be deemed voluntary. Whenever an involuntary transfer is contemplated meaningful consideration will be given to the following:

- a. Qualifications and certification
- b. Seniority
- c. Volunteerism
- d. Experience in similar positions
- e. District needs
- f. Best interests of students

A Teacher slated for an involuntary transfer may, accompanied by a union representative if desired, meet with the Administration to discuss the involuntary transfer and to assure that meaningful consideration is given to the above criteria. The decision of the Administration, however, shall be final.

An involuntarily transferred Teacher shall upon request be considered for all future vacancies the Teacher is qualified and certified to teach. A Teacher shall not be placed on a lower step on the salary schedule as a result of an involuntary transfer.

5.30 Fair Share

- A. Each bargaining unit member, as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties or the effective day of this Agreement, whichever is later, shall join the Association or pay a fair share fee to the Association equivalent to the amount of dues uniformly required of members of the Association, including local state and national dues.
- B. In the event that the bargaining unit member does not pay his/her fair share fee directly to the Association by a certain date as established by the Association, the Board shall deduct the fair share fee from the wages of the non-member.

- C. Such fee shall be paid to the Association by the Board no later than ten (10) days following deduction.
- D. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
 - 1. The Employer gives immediate notice of such action in writing to the Association, and permits the Association intervention as a party if it so desires; and
 - 2. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.
- E. The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's non-negligent compliance with this Article.

It is expressly understood that this save harmless provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.

- F. The obligation to pay a fair share fee will not apply to any employee who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such employee is a member or a belief sincerely held with the strength of traditional religious views, objects to the payment of a fair share fee to the Association.

Upon proper substantiation and collection of the entire fee, the Association will make payment on behalf of the employee to a mutually agreeable non-religious charitable organization as per Association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.

VI. REDUCTIONS IN EMPLOYEES

6.1 Application and Seniority

This Article shall not apply to non-tenured Employees. Seniority for the purpose of this provision shall be determined by the length of continuing service within the District.

6.2 Order of Lay Off

If reductions in Employees or teaching positions occur, Employees shall be laid off in inverse seniority order; i.e., youngest in length of service first, provided the remaining Employees have the necessary certifications and qualifications according to Document One to properly fill the remaining positions.

6.3 Reemployment

If the Employer increases the number of Employees or if an Employee resigns after the layoffs, the Employer shall first offer reemployment to the laid-off Employees in seniority order; i.e. oldest in length of seniority first, provided the recalled Employee has the necessary certifications and qualifications to properly fill the full or part time openings.

6.4 Right of Recall

The right to recall shall be in effect for the greater of twenty-four (24) months or one (1) year for each two (2) years of service up to five (5) years total from the date of layoff, however, an Employee's failure to respond to recall affirmatively within thirty (30) calendar days after mailing or within fifteen (15) calendar days after receipt (which ever shall first occur) of the Employer's letter, sent by registered mail to the Employee's address on file with the Employer, shall result in termination of the Employee's rights of recall hereunder. The Employee shall have the right to accept or reject a lesser position and still retain recall rights to be made whole.

6.5 Seniority List

No later than the first school day in February of each year the Employer shall post an updated seniority list for all departments in each department office, Employee's workrooms, and the Employees' cafeteria. A tenured Employee teaching part time shall accumulate seniority at the fractional part of a year as determined by the fractional part of the teaching day. In the case of the Employee who resigns and then returns to the District, seniority will accumulate from the date of the latest employment.

VII. EMPLOYEE EVALUATION

7.1 Frequency of Evaluations

Non-tenured Employees shall be evaluated at least once each semester for four complete school years and tenured Employees at least once every two (2) years unless additional evaluations are, for legitimate educational reasons, deemed desirable by the Employer.

7.2 Tenured Employees

An Administrator shall evaluate each Employee in writing. This evaluation shall follow directly a period of observing the Employee at his/her work for at least a majority of a class period. In the case of a classroom Employee, the observation shall be made from within the classroom.

7.3 Post-observation and Summative Conferences

Each formal evaluation shall be followed by a confidential interview between the evaluator and the Employee, usually held within ten (10) school days of the observation. The Employee, upon his/her request, shall receive a meeting with the evaluator to discuss the post-observation findings or the year end summative evaluation after the initial confidential conference and both sides shall be entitled to have their representatives present. Copies of the formative evaluation instrument arising from the observation shall be retained by the teacher and the evaluator, but shall not be placed in the teacher's personnel file. Only the year end summative evaluation shall be placed in the teacher's personnel file. All employee's summative evaluations shall be received by the teacher at least one week before the end of the school year.

7.4 Response

Observation and year end summative evaluation forms shall be signed by the teacher indicating receipt only and not necessarily agreement with the comments. A teacher may submit, for attachment, any comments or rebuttal to an observation or summative evaluation within thirty (30) days of his/her receipt.

7.5 Evaluation Plan

Evaluations shall be pursuant to the plan and instrument as jointly developed between the Administration and Association as may be mutually amended.

VIII. STUDENT DISCIPLINE

The Board and the Administration recognize that the Employee has the responsibility for maintenance of discipline of students. The Board and the Administration also recognize their responsibility to give all reasonable support and assistance to the Employee with respect to the maintenance of control and discipline of students.

IX. LABOR MANAGEMENT RELATIONS

9.1 Labor Management Committee

There shall be established a labor management relations committee, which committee shall serve to replace the present joint discussions between the Association grievance committee and the Administration. The Association shall appoint teacher representatives to the committee and the Administration shall appoint its representatives. Normally, the labor management relations committee shall meet once each month. By mutual agreement, the committee may cancel a monthly meeting or hold special meetings between regularly scheduled monthly meetings. The Superintendent and one or both of the Association co-presidents shall meet at least three (3) school days in advance of the committee meeting date in order to prepare an agenda. A secretary shall attend meetings of the labor management relations committee for the purpose of preparing minutes of the meeting.

9.2 Local Professional Development Committee

Those bargaining unit members selected by EPEA to serve on the LPDC shall receive from the District an annual stipend as set forth in Appendix B.

DURATION

This agreement shall be effective from the date of execution and shall continue in effect until the 1st day of August, 2014.

In witness thereof, this Agreement is signed and dated by the following parties:

EAST PEORIA EDUCATION ASSOCIATION

BOARD OF EDUCATION DISTRICT 309

President

President

Secretary

Secretary

APPENDIX A
2009-2010

STEP	BA w/TRS	BA+15 w/TRS	MA w/TRS	MA+15 w/TRS	MA+30 w/TRS
1	35,411	37,182	38,952	40,723	42,494
2	36,828	38,598	40,369	42,139	43,910
3	38,244	40,015	41,785	43,556	45,327
4	39,661	41,431	43,202	44,972	46,743
5	41,077	42,848	44,618	46,389	48,159
6	42,494	44,264	46,035	47,805	49,576
7	43,910	45,681	47,451	49,222	50,992
8	45,327	47,097	48,868	50,638	52,409
9	46,743	48,514	50,284	52,055	53,825
10	48,159	49,930	51,701	53,471	55,242
11	49,576	51,346	53,117	54,888	56,658
12	50,992	52,763	54,533	56,304	58,075
13	52,409	54,179	55,950	57,720	59,491
14	53,825	55,596	57,366	59,137	60,907
15	55,242	57,012	58,783	60,553	62,324
16	56,658	58,429	60,199	61,970	63,740
17	58,075	59,845	61,616	63,386	65,157
18	59,491	61,262	63,032	64,803	66,573
19	60,907	62,678	64,449	66,219	67,990
20	62,324	64,095	65,865	67,636	69,406
21	63,740	65,511	67,282	69,052	70,823

The amount above reflects base salary plus 9.4% (1.103753 compounded) Board-paid TRS.

APPENDIX A
2010-2011

STEP	BA w/TRS	BA+15 w/TRS	MA w/TRS	MA+15 w/TRS	MA+30 w/TRS
1	36,006	37,807	39,607	41,407	43,207
2	37,446	39,247	41,047	42,847	44,648
3	38,887	40,687	42,487	44,288	46,088
4	40,327	42,127	43,928	45,728	47,528
5	41,767	43,568	45,368	47,168	48,968
6	43,207	45,008	46,808	48,608	50,409
7	44,648	46,448	48,248	50,049	51,849
8	46,088	47,888	49,689	51,489	53,289
9	47,528	49,329	51,129	52,929	54,729
10	48,968	50,769	52,569	54,369	56,170
11	50,409	52,209	54,009	55,810	57,610
12	51,849	53,649	55,450	57,250	59,050
13	53,289	55,090	56,890	58,690	60,490
14	54,729	56,530	58,330	60,130	61,931
15	56,170	57,970	59,770	61,571	63,371
16	57,610	59,410	61,211	63,011	64,811
17	59,050	60,851	62,651	64,451	66,251
18	60,490	62,291	64,091	65,891	67,692
19	61,931	63,731	65,531	67,332	69,132
20	63,371	65,171	66,972	68,772	70,572
21	64,811	66,612	68,412	70,212	72,012

The amount above reflects base salary plus 9.4% (1.103753 compounded) Board-paid TRS.

APPENDIX A
2011-2012

STEP	BA w/TRS	BA+15 w/TRS	MA w/TRS	MA+15 w/TRS	MA+30 w/TRS
1	36,503	38,328	40,153	41,979	43,804
2	37,963	39,788	41,614	43,439	45,264
3	39,423	41,249	43,074	44,899	46,724
4	40,884	42,709	44,534	46,359	48,184
5	42,344	44,169	45,994	47,819	49,644
6	43,804	45,629	47,454	49,279	51,104
7	45,264	47,089	48,914	50,739	52,565
8	46,724	48,549	50,374	52,199	54,025
9	48,184	50,009	51,834	53,660	55,485
10	49,644	51,469	53,295	55,120	56,945
11	51,104	52,930	54,755	56,580	58,405
12	52,565	54,390	56,215	58,040	59,865
13	54,025	55,850	57,675	59,500	61,325
14	55,485	57,310	59,135	60,960	62,785
15	56,945	58,770	60,595	62,420	64,246
16	58,405	60,230	62,055	63,880	65,706
17	59,865	61,690	63,515	65,341	67,166
18	61,325	63,150	64,976	66,801	68,626
19	62,785	64,611	66,436	68,261	70,086
20	64,246	66,071	67,896	69,721	71,546
21	65,706	67,531	69,356	71,181	73,006

The amount above reflects base salary plus 9.4% (1.103753 compounded) Board-paid TRS.

APPENDIX A
2012-2013

STEP	BA w/TRS	BA+15 w/TRS	MA w/TRS	MA+15 w/TRS	MA+30 w/TRS
1	37,000	38,850	40,700	42,550	44,400
2	38,480	40,330	42,180	44,030	45,880
3	39,960	41,810	43,660	45,510	47,360
4	41,440	43,290	45,140	46,990	48,840
5	42,920	44,770	46,620	48,470	50,320
6	44,400	46,250	48,100	49,950	51,800
7	45,880	47,730	49,580	51,430	53,280
8	47,360	49,210	51,060	52,910	54,760
9	48,840	50,690	52,540	54,390	56,240
10	50,320	52,170	54,020	55,870	57,720
11	51,800	53,650	55,500	57,350	59,200
12	53,280	55,130	56,980	58,830	60,680
13	54,760	56,610	58,460	60,310	62,160
14	56,240	58,090	59,940	61,790	63,640
15	57,720	59,570	61,420	63,270	65,120
16	59,200	61,050	62,900	64,750	66,600
17	60,680	62,530	64,380	66,230	68,080
18	62,160	64,010	65,860	67,710	69,560
19	63,640	65,490	67,340	69,190	71,040
20	65,120	66,970	68,820	70,670	72,520
21	66,600	68,450	70,300	72,150	74,000

The amount above reflects base salary plus 9.4% (1.103753 compounded) Board-paid TRS.

APPENDIX A
2013-2014

STEP	BA w/TRS	BA+15 w/TRS	MA w/TRS	MA+15 w/TRS	MA+30 w/TRS
1	37,497	39,372	41,247	43,121	44,996
2	38,997	40,872	42,746	44,621	46,496
3	40,497	42,371	44,246	46,121	47,996
4	41,996	43,871	45,746	47,621	49,496
5	43,496	45,371	47,246	49,121	50,996
6	44,996	46,871	48,746	50,621	52,496
7	46,496	48,371	50,246	52,121	53,995
8	47,996	49,871	51,746	53,620	55,495
9	49,496	51,371	53,246	55,120	56,995
10	50,996	52,871	54,745	56,620	58,495
11	52,496	54,370	56,245	58,120	59,995
12	53,995	55,870	57,745	59,620	61,495
13	55,495	57,370	59,245	61,120	62,995
14	56,995	58,870	60,745	62,620	64,495
15	58,495	60,370	62,245	64,120	65,994
16	59,995	61,870	63,745	65,619	67,494
17	61,495	63,370	65,245	67,119	68,994
18	62,995	64,870	66,744	68,619	70,494
19	64,495	66,369	68,244	70,119	71,994
20	65,994	67,869	69,744	71,619	73,494
21	67,494	69,369	71,244	73,119	74,994

The amount above reflects base salary plus 9.4% (1.103753 compounded) Board-paid TRS.

APPENDIX B
2009-2014 EXTRA PAY SCHEDULE

Band Director	8.6-12.0	<u>BOYS' ATHLETICS</u>	
Band, Summer	6.3		
Band, Summer Assistant	2.9	Baseball, Varsity	13.8-21.8
Choir Director	6.9-12.0	Baseball, Asst. (3)	8.0-13.8
Choir, Summer	5.7	Basketball, Varsity	17.2-21.8
Orchestra Director	5.7-9.7	Basketball, Asst. (3)	10.3-13.8
Orchestra, Summer	3.4	Cross Country, Varsity	10.3-13.8
Cheerleader Advisor (1)	17.2-21.8	Cross Country, Asst. (1)	8.0-11.5
Cheerleader Assistant (1)	10.3-13.8	Football, Varsity	17.2-21.8
All School Play	3.5-11.5	Football, Asst. (6)	10.3-13.8
Musical	5.7-11.5	Golf	10.3-13.8
Contest Play	3.5-11.5	Soccer, Varsity	13.8-21.8
Counselors	1.7-3.0	Soccer, Asst. (1)	8.0-13.8
Debate, Varsity	6.9-11.5	Tennis, Varsity	10.3-13.8
Individual Events (2)	6.9-11.5	Tennis, Asst. (1)	8.0-11.5
Forensics Coordinator	1.7	Track, Varsity	13.8-21.8
Dr. Ed. BTW	.0696/hr.	Track, Asst. (2)	10.3-13.8
EPoCH (2)	5.0-7.0	Wrestling, Varsity	15.6-21.8
PowWow	4.3-8.5	Wrestling, Asst. (2)	8.0-13.8
Raiderette Advisor (2)	8.0-13.8		
Student Council	4.6-9.2	<u>GIRLS' ATHLETICS</u>	
Orchesis	4.6-8.5		
Snowball	2%	Basketball, Varsity	17.2-21.8
Mid-Illini Voc Coord (4)	.6	Basketball, Asst. (3)	10.3-13.8
Ticket Manager	5.7-8.5	Cross Country, Varsity	10.3-13.8
Scholastic Bowl	3.5-9.5	Cross Country, Asst. (1)	8.0-11.5
Class Advisors (2/class)	1.0	Golf	10.3-13.8
(Except Junior Class Advisors)	3.0	Soccer, Varsity	13.8-21.8
Lit. Art Magazine	1.0	Soccer, Asst. (1)	8.0-13.8
Pep Club (2)	1.5	Softball, Varsity	13.8-21.8
National Honor Society (3)	1.0	Softball, Asst. (3)	8.0-13.8
Key Club	4.6-9.2	Tennis, Varsity	10.3-13.8
Substitute (hourly academic)	.0614/hr.	Tennis, Asst. (1)	8.0-11.5
Detention Study Hall (hourly)	11.45/hr.	Track, Varsity	13.8-21.8
LPDC Chairperson	1.5% chairperson	Track, Asst. (2)	10.3-13.8
Lead Teacher	10%	Volleyball, Varsity	16.0-21.8
		Volleyball, Asst. (2)	8.0-13.8

Extra pay to be paid with regular salary.

All Employees continuing in the same extracurricular position that have received a satisfactory evaluation shall receive a one-half percent (.5%) raise, providing such Employee has not reached the top of the range. The parties recognize that in the event of extraordinary performance or a significant change in the responsibilities of the position, the Administration or the Association may, at its option, initiate discussions to discuss the possibility of deviating from the foregoing by paying a larger percentage increase in an individual case.

If the Administration cannot find anyone to sponsor an activity, the Administration may appoint someone to do so, taking into account employees' seniority workloads. An employee, however, shall not be required to involuntarily fill the position for more than one year. The listing of a position on this schedule does not require the District to fill the position.

MEMORANDUM OF UNDERSTANDING
RETIREMENT INCENTIVE

During the course of negotiations, the Board of Education and East Peoria Community High School Education Association agreed upon the terms of a retirement incentive which is incorporated into this Memorandum of Understanding. The Memorandum of Understanding is separate from the collective bargaining agreement entered into by the parties for the 2009-2010, 2010-2011, 2011-2012 and 2012-2013 school years and is not subject to the grievance arbitration clause of said collective bargaining agreement. The District will for school years 2009-2010, 2010-2011, 2011-2012, 2012-2013, 2013-2014, 2014-2015 and 2015-2016 pay a retiring teacher a retirement incentive subject to the following terms:

1. The payment of the retirement incentive must not give rise to an early retirement option penalty payable by the Board of Education. In other words, the retiring teacher must be at least 60 years of age (as recognized by TRS) or have at least 35 years of creditable service with TRS (including any accumulated sick leave recognized by TRS).

2. To qualify for the retirement incentive, a teacher must retire at the earliest possible date that the teacher can retire without the District incurring an early retirement option penalty.

3. The teacher must have at least 15 years of actual service to EPCHS.

4. The teacher must refrain from participation in the EPCHS health insurance plan following retirement.

5. The District shall pay \$2,500 for each of four consecutive years following retirement. These payments shall be made each January. The teacher shall be responsible for any required income taxes.

6. If an Employee gives the Board a notice of retirement by May 1st three years prior to the year the Employee plans to retire, the Board shall pay him/her a six percent (6%) retirement incentive inclusive of any and all other increases in compensation for each of his/her remaining three years of service. If an Employee gives the Board a notice of retirement by May 1st two years prior to the year the Employee plans to retire, the Board shall pay him/her a six percent (6%) retirement incentive inclusive of any and all other increases in compensation for each of his/her remaining two years of service. If an Employee gives the Board a notice of retirement by May 1st one year prior to the year the Employee plans to retire, the Board shall pay him/her a six percent (6%) retirement incentive inclusive of any and all other increases in compensation for his/her last year of service. There will be no additional amount computed on any extracurricular differential paid to the teacher.

7. No notice of retirement given to the Board subsequent to May 1st of 2013 shall entitle a teacher to a retirement incentive. The retirement incentive program set forth here shall terminate on May 2, 2013. The District's obligation to pay retirement incentives to teachers who have given timely notice hereunder, however, shall survive such termination.

8. There shall be no presumption that this retirement incentive will be extended or renewed. No retirement incentive shall be payable subsequent to the 2015-2016 school year.

9. In no event shall the District be obligated to pay any retirement incentive if such payment would subject the District to a penalty payable to TRS.

10. Because this Memorandum of Understanding was not approved by the parties until April of 2010, for the first year that it is in effect, a notice of retirement given by June 1, 2010 shall have the same effect and be treated as if given by May 1, 2010. In the event of a life altering event as determined by the Board of Education, a teacher may rescind their notice of retirement, providing all incentives have been repaid to the District, no replacement teacher has been hired and the District is made whole for any contributions paid by the District to TRS as a result of the incentives having been paid.

EAST PEORIA EDUCATION ASSOCIATION

BOARD OF EDUCATION DISTRICT 309

President

President

Secretary

Secretary

Date_____

Date_____