

COLLECTIVE BARGAINING AGREEMENT

**ELWOOD COMMUNITY CONSOLIDATED SCHOOL DISTRICT NO. 203
ELWOOD, WILL COUNTY, ILLINOIS**

and

ELWOOD COUNCIL, AFT-LOCAL 604, AFL-CIO

July 1, 2023 – June 30, 2026

Table of Contents

		<u>Page</u>
Article I	Recognition	3
Article II	A. General Working Conditions	
	1. Personnel Files	3
	2. Meetings	3
	3. Statistical Data	3
	4. Teaching Assignments	4
	5. Vacancies	4
	6. Transfers	4
	7. Contractual Continued Service	4
	8. Teacher Evaluation Plan	4
	9. Reconsideration of Practice	4-5
	10. Progressive Discipline	5-6
	B. Leaves	
	1. Sick Leave	6
	2. Personal Leave	6
	3. Civic Duty Leave	6
	4. Leave of Absence	6-7
	5. Child Care Leave	7-8
	6. Family and Medical Leave	9
	7. Bereavement	9
	C. Conditions of Employment	
	1. School Calendar	9
	2. Teachers' Work Day	9
	3. Payroll Deductions	9
	4. Pay Periods	9
	5. Insurance	9-10
	6. Salary Schedule	10
	7. Extra Duty Stipends	10
	8. Tuition Reimbursement	10
	9. Professional Development	10
	10. Internal Substituting	10-11
	11. Extra Work Compensation	11
	12. Salary Schedule Placement	11
	13. Planning Time	11
	14. Class Size	11
	15. Principal Pro Temp	11
Article III	Grievance Procedure	12-13
Article IV	Union Dues	14
Article V	Effect and Duration of Agreement	
	1. Complete Understanding	15
	2. Savings Clause	15
	3. Term of Agreement	15

	4. No Strike Provision	15
	5. Management Rights	15
	6. Ratification of Agreement	16
Addendum	Retirement Incentive	17-18
Appendix A	Salary Schedules: 2023-24, 2024-25, 2025-26	19-21
Appendix B	Extra Duty Stipends	22-23

ARTICLE I

Recognition

1. The Board of Education of Elwood Community Consolidated School District #203 of Will County, Elwood, Illinois, (hereinafter referred to as the "Board") recognizes the Elwood Council, AFT-Local 604, AFL-CIO, (hereinafter referred to as the "Council") the sole and exclusive bargaining representative for all part- and full-time teachers (hereinafter referred to as "Teachers") specifically excluding all administrators assigned at least .5 full-time equivalent (50% FTE) to administrative duties.
2. The Board agrees not to negotiate with any other teacher's organization, or individual teacher, with regard to those items contained in this agreement for the duration of this agreement.

ARTICLE II

A. General Working Conditions

1. **Personnel Files:** There shall be only one official file for each teacher. Teachers shall have access to their individual personnel file as provided by law.
2. **Meetings:** Faculty meetings that include all certified staff, may be scheduled no more than once a month at the discretion of the Administration with no less than one week's notice placed in the teacher's mailbox or sent via email. Staff members will be obligated to be present no longer than one hour for any meeting before or after school or during School Improvement Days or Institute Days. The Council and the Administration will collaborate to determine preferred meeting times. Emergency meetings may be called by the Administration.

Team meetings will be decided by mutual agreement between all team members to determine the meeting times and frequency. Meetings shall be scheduled with at least one week notice prior to the meeting date. There should be no more than two team meetings scheduled per month. This shall include but not be limited to teams based on grade level, subject matter, content, student support, and MTSS/TAT meetings.

The following conditions apply to part-time Teachers' participation in Teacher meetings:

- a. For full-day institutes, they will be reimbursed for the time beyond their normal hours at the rate of an outside substitute.
 - b. For half-day and early-release institutes, if they do not meet with their students, they will attend the meeting as their normal obligation. If they meet with their students, they will be compensated for the time beyond their normal hours at the rate of an internal substitute.
3. **Statistical Data:** The Council shall be entitled to full and complete information regarding public records and documents as provided by law.

4. **Teaching Assignments:** Teachers shall be notified in writing and via email by July 1 of their assignments for the following year as to grade level and/or subject area if changes occur. In the event of a change in a teacher's assignment is thereafter deemed necessary by the Board, the teacher shall be notified of the change as promptly as circumstances permit and thereafter shall have the opportunity to discuss the reassignment with his/her immediate supervisor or resign if such change is not acceptable to him/her.
5. **Vacancies:** The Superintendent shall post a notice of all vacant teaching positions in the District, as they occur, in the faculty room, via email, and shall send a copy of a said notice to the Council President. No vacancy shall be filled or publicly posted until it has been posted internally for at least five (5) school days provided that the vacancy occurs during the school year, or seven (7) calendar days if the vacancy occurs over the summer. Teachers within District #203, applying for such openings will not be unreasonably denied if the applicant holds appropriate qualifications. If they are not appointed, the teacher shall be notified.
6. **Transfers:** A transfer is defined as a change in position from one area of certification to another or from one grade level to another. The administration will attempt to avoid involuntary transfers. In the event of an involuntary transfer, the Superintendent and teacher shall meet and discuss the reasons for such transfer. After the meeting, reasons for the transfer shall be memorialized in writing. Teachers involuntarily transferred may resign, without penalty or prejudice, if unwilling to accept the involuntary transfer. Any teacher who involuntarily transfers to a subject area or grade level they have NOT taught in the past shall be entitled to a \$300 stipend to cover the cost of materials. Teachers shall not be involuntarily transferred as a form of discipline.
7. **Contractual Continued Service:** Contractual continued service shall be determined in accordance with Article 24-11 of The School Code of Illinois. Teachers shall be released from contractual continued service in accordance with the requirements of The School Code of Illinois and, if applicable, this Agreement.
8. **Teacher Evaluation Plan:** A PERA Joint Committee shall be established. This Committee shall be comprised of both teachers and representatives of the School Administration. The PERA Joint Committee will create a teacher evaluation plan that follows Senate Bill 7 requirements.
9. **Reconsideration of Practice:**
 1. Any persons requesting consideration of the use of board approved and/or administration approved instructional materials, methods of instruction, basis of student assignments, or other procedures or practices of a teacher in performance of the teacher's duties, curricular or co-curricular, shall follow each step as outlined below. Teacher practices and materials which are reasonably aligned with the board and/or administration approved items above, including but not limited to lesson plans meeting stated standards, shall also be addressed in the same manner:

A. Complainants should discuss said complaints in the following order.

1. Complainant should set up a meeting with the teacher for possible clarification or explanation of said problem.
2. If the complainant omitted step 1, he/she will be redirected by the Principal to fulfill the obligations of step 1 before proceeding.
3. If satisfaction is not received from the teacher's explanation, the person (persons) claiming improper use shall submit the complaint to the Principal in writing and signed by the complainant. A copy of the written criticism shall be delivered to the teacher involved.
4. A meeting within three working days shall follow including the teacher, with a representative of his/her choosing, the author of any criticism, and the Principal or his/her designee. If the complaint involves a student with an IEP, the respective team shall be involved whenever possible as well.
5. If the complainant is not satisfied with the disposition of the complaint at the Principal's level, the complainant may submit the complaint to the Superintendent. A meeting within five (5) working days shall follow involving the Superintendent and the individuals listed in paragraph 4.
6. If the problem is not resolved by steps 1, 2, 3, 4, and 5, and the board of education holds a closed session review of the criticism with the teacher or the teacher requests a review of the criticism with the board, the teacher and the teacher's representative shall be present and be allowed to speak in defense at such a review.

B. Any verbal threats from parents or students toward teachers or school personnel shall result in a call to the proper authorities immediately.

NOTE: The language in 1A and B above shall be part of the Parent/Student Handbook, no later than August 1st, 2023.

2. No information regarding any criticism arising from the Reconsideration of Practice procedure, which shall be part of the Parent/Student Handbook, shall be entered in the teacher's file, and said criticism shall have no weight in the teacher's final written evaluation.

10. **Progressive Discipline:**

The discipline of teachers shall, in the usual case, follow progressive discipline concepts, and be applied for just cause, with the disciplinary steps being:

1. Verbal warning.
2. Written reprimand.
3. Suspension without pay.
4. Discharge.

The disciplinary steps shall be used and initiated at the appropriate level within the context of any initiating incident or set of behaviors deemed inappropriate.

Where the circumstances of a particular case and/or the seriousness of a particular offense make the application of progressive discipline inappropriate, the Superintendent or designee may apply discipline at a higher step that is reasonably proportionate to the offense committed.

This provision shall not apply to dismissal or changes in employment status which occur for non-disciplinary reasons, such as because of a reduction in the work force.

B. Leaves

1. **Sick Leave:** The Board shall grant all full-time teachers fifteen (15) sick leave days at full pay each school year. If any such teacher does not use the full amount of annual sick leave, the unused amount shall accumulate to a maximum of 355 days. Sick leave shall be interpreted to mean personal illness, quarantine at home or serious illness or death in the immediate family or household, as defined by the School Code of Illinois. The Board may require a physician's certificate as a basis for pay during leave after an absence of five (5) consecutive days for personal illness or as it may deem necessary in other cases.
2. **Personal Leave:** Teachers with less than ten (10) years of service accepted by the district shall be eligible for two (2) personal leave days per school year. In addition, teachers with ten through fourteen (10-14) years of service accepted by the district shall be eligible for three (3) personal leave days per school year. Teachers with fifteen (15) to nineteen (19) years of of service accepted by the district shall be eligible for four (4) personal days. Teachers with twenty (20) or more years of service accepted by the district shall be eligible for five (5) personal days maximum. These days shall be requested of the Administration, in writing, three days in advance and may not routinely be granted on days prior to and following holidays.

Unused personal leave days are cumulative as sick leave days as provided in this agreement.

When more than two (2) teachers request personal leave for the same day, the third and succeeding teacher(s) may be granted personal leave only at the Administration's sole discretion.

3. **Civic Duty Leave:** A teacher shall be excused at full pay for the purpose of performing civic duties such as jury duty and witnessing. The teacher will be allowed to keep any money received for jury duty. Scheduling of time away from school for civic duty shall be processed through the Administration.
4. **Leave of Absence:** Leave of absence without pay for health or professional study may be granted to a tenured teacher by the Board for a period of one year or less upon recommendation of the Superintendent.

A teacher desiring a leave of absence without pay shall notify the Superintendent, in writing, the reason and duration of said leave at least thirty (30) days prior to the date on which the leave is requested to begin. The Superintendent and teacher shall mutually agree upon the date on which the teacher is to return to work. The teacher on leave shall give written notice of intent to return by registered mail OR email at least thirty (30) days prior to the close of the school term. This timeline may be altered based on mutual agreement between the superintendent and teacher. Failure to provide said notice becomes equivalent to a resignation.

A teacher on leave of absence may keep his/her health insurance in effect during the period of said leave by paying the full premium.

Upon termination of said leave, the teacher shall be returned to a vacancy for which he/she is certified and qualified in accordance with the rules and regulations of the Illinois State Board of Education.

The Board may extend the leave for an additional semester upon written request from the teacher.

A teacher on leave of absence retains any unused accumulated sick leave, usable upon return to regular employment, but does not earn additional sick leave until the employee returns to service.

5. **Child Care Leave:** Leaves of absence without pay for childbearing or adoption/foster shall be granted to a teacher by the Board under the following conditions:
 - a. Any teacher requesting such leave must do so at least sixty (60) days prior to the anticipated birth. The teacher shall supply a written statement from her physician indicating that she is medically certified as capable of performing her duties and the anticipated date of delivery. A pregnant teacher shall be allowed to continue teaching as long as she is medically certified as capable of performing her duties. For the birth or adoption of a child, a teacher may use no more than sixty (60) days of paid sick leave toward the 185 scheduled teacher work days. If requested, the teacher can use an additional thirty (30) days of unpaid leave toward the 185 scheduled teacher work days. These days must be consecutive work days unless approved by the superintendent. A medical certificate is required indicating the teacher's fitness to return to work after giving birth. The teacher and the Superintendent shall mutually agree upon a plan for commencement and termination of sick leave, if sick leave is being utilized.
 - b. The leave shall be for no more than one calendar year plus the remaining portion of the grading period in which the leave commences.

- c. These provisions will also apply to a leave granted for paternity or for foster or adoptive parenthood as follows: In all cases, the administration should be informed early on regarding pending paternity, adoption, or foster process. Whenever feasible, the teacher will provide the same timely notice that has been agreed upon. However, when unforeseen circumstances relating to the paternity, adoption, or foster process occurs and advance notice is not possible, the teacher will provide the need for leave as soon as is practical.
- d. The teacher shall be eligible for reemployment upon termination of said leave provided that:
 - 1. The teacher notifies the Superintendent in writing by registered mail OR email of his/her intent to resume teaching at least thirty (30) calendar days prior to termination of said leave or prior to the end of the current school year, whichever comes first. Failure to submit said letter shall be treated as an election not to return to employment and a resignation from the District. Failure of the teacher granted said leave to resume his/her duties on the scheduled date of return shall be deemed a voluntary resignation on the part of the teacher.
 - 2. The teacher submits a physician's statement certifying that he/she is medically capable of resuming his/her duties at least thirty (30) days prior to termination of said leave.
- e. Except in cases where the Board decides to decrease the number of employed teachers or discontinue some particular type of teaching service pursuant to the exercise of its dismissal powers under Section 24-12 of the School Code of Illinois, the teacher returning from said leave will be returned to a position for which he/she is legally qualified and certified to teach according to the Illinois State Board of Education and in accordance with Article II, A. 4 of this agreement.
- f. All fringe benefits cease when unpaid leave commences. The teacher involved shall be permitted to continue insurance benefits, at his/her own expense, for the duration of the unpaid leave. In order to advance on the salary schedule and accrue seniority, the teacher must work at least ninety (90) school days, the equivalent of one (1) full semester, during the course of a school year in which the leave was either granted or terminated.
- g. Disabilities caused or contributed to by pregnancy, childbirth or related medical conditions shall be considered as any other medical disability and the teacher may use sick leave days to the extent that she has them.
- h. A teacher may return at any time through a mutually agreeable arrangement between the teacher and the Board.

6. **Family and Medical Leave:** This contract is intended to comply with the Family and Medical Leave Act of 1993, its regulations, and any future amendments.
7. **Bereavement:** In the case of a death in the immediate family as defined by the School Code of Illinois, or in the case of the death of grandparents-in-law, an aunt, or uncle, a teacher shall be given up to three (3) days per occurrence for the funeral planning and attendance with no loss of pay and no loss of sick or personal days.

Additional bereavement days not covered above may come from Personal Leave, or from sick leave at the teacher's discretion.

C. Conditions of Employment

1. **School Calendar:** Opinions and suggestions for the school calendar shall be solicited from the teachers through the administration. The school calendar shall not include more than 180 teacher attendance days.
2. **Teachers' Work Day:** On a normal school day teachers shall be expected to arrive in the building no later than 8:00 a.m., and remain in the building for no less than twenty (20) minutes after student dismissal time. Teachers shall be entitled to a thirty (30) minute duty-free lunch period to be taken from 11:00 a.m. to 1:00 p.m. If the teachers' workday is extended, the salary will be adjusted accordingly. All staff shall assume homeroom and non-classroom duties on a fair and equitable basis. If possible, the Administration will utilize staff without homeroom assignments to perform non-classroom duties.
3. **Payroll Deductions:** Upon the written request/authorization of a teacher, deductions from the teacher's paycheck shall be made for (a) a credit union, (b) union dues, (c) United Fund, (d) other annuities, and (e) other deductions approved by the Board. Deductions for annuities shall be limited to two (2) changes per school year. A list of employees from whom union dues have been deducted and the amount deducted from each shall be forwarded to the Council secretary/treasurer.
4. **Pay Periods:** Teachers shall be paid every other Friday in 26 payments.
5. **Insurance:** The Board shall pay the monthly premium for a single coverage policy for each teacher for health medical insurance, dental insurance, and vision care insurance, but not to exceed an annual total of \$14,000. If the teacher chooses family coverage, the Board will pay the cost of the family coverage, but not to exceed the \$14,000 limits stated previously. The Board shall also pay the monthly premium for a \$30,000 double indemnity life insurance policy for each teacher. The insurance underwriter for these policies shall be at the discretion of the Board with

input from the union. Coverage cannot be changed during the life of this contract without a memorandum of understanding with the Council. Part-time teachers shall be eligible to receive prorated health benefits.

6. **Salary Schedule:** Salary Schedule is included as Appendix A. The salary schedules for 2023-2024 shall represent an across-the-board raise of 6% inclusive of step increases over the prior year. The salary schedules for 2024-2025 shall represent an across-the-board raise of 6% inclusive of step increases over the prior year. The salary schedules for 2025-2026 shall represent an across-the-board raise of 6% inclusive of step increases over the prior year.
7. **Extra Duty Stipends:** Extra Duty Stipends are included as Appendix B.
8. **Tuition Reimbursement:** Teachers shall be reimbursed for the actual cost of tuition for any graduate level course which has been approved by the District Superintendent prior to registration and successfully completed. Successful completion shall require at least a course grade of a "B". Each teacher shall be limited to \$3,000 per year of this contract. The tuition reimbursement year is defined as one (1) year after the start of the current Elwood school year. Teachers in their first year in the teaching profession are not eligible for tuition reimbursement as an encouragement to focus on establishing themselves in the profession without the additional pressures of graduate work. Any teacher who receives reimbursement under this clause shall remain employed with the district for two years from the date of course completion, or repay 50% of the amount reimbursed per class to the district.
9. **Professional Development:** Effective professional development organizes adults into learning communities whose goals are aligned with those of the school and district. A variety of professional development models will be supported with a focus on job-embedded learning. It is recognized that at times it will be necessary for teachers to attend workshops and seminars in a reasonable amount throughout the year. All workshops and seminars will be pre-approved at the discretion of the administration and will relate to the individual teaching assignment or subject area. The District will be responsible for the payment of fees associated with this workshop/seminar, and will also include mileage reimbursement at the current IRS standard mileage rate. Should any circumstances arise that would require additional expenses, in all cases, these costs will be approved in advance by the administration.
10. **Internal Substituting:** Every effort shall be made to secure qualified substitute teachers to assume the duties of regularly employed teachers in their absence. For emergency situations (when no substitute is available) the school shall maintain a list of teachers who would be willing to substitute during their preparation periods. Volunteers will be solicited within 20 school days after the start of school. Volunteers will be used for internal subbing if possible before involuntary assignments are made. When a teacher from the volunteer list agrees to sub internally they will be paid \$45 per period unless, after accounting for the internal subbing time, they still have at least the minimum contractual preparation/planning time available to them, in which case they

shall not be additionally compensated. Regular teachers who are not on the volunteer list shall be paid \$45 per period if assigned to internal subbing involuntarily. Part-time teachers who substitute outside of their normal workday will be compensated at the rate of an outside substitute.

11. **Extra-Work Compensation:** A teacher who agrees to perform extra duties, such as detention, beyond the regular work day and who is not otherwise compensated under the terms of this agreement shall be compensated at the rate of \$45 per hour. This does not include committee work, as every full-time teacher is required to serve on one school committee. The meeting schedules for these committees will be determined at the beginning of each academic year with input from the union and will meet no more than once per month unless agreed upon by the union. They will also follow the meeting time frame of no more than one hour. Teachers may volunteer to serve on more than one committee, but will not be compensated for that service time. Teachers assigned to serve on more than one committee by administration will be compensated at the extra pay rate per meeting. Extracurricular schedules for team practices and club meetings must be arranged around committee meeting dates and times, when possible.
12. **Salary Schedule Placement:** New teachers shall be granted credit on the salary and extra duty (Appendix A and B) schedule for previous public school teaching experience in an amount to be negotiated between the new teacher and the District. Private School service credit will be awarded at the discretion of administration. No newly hired teacher will make more than a current teacher of equal experience and education.
13. **Planning Time:** Teacher planning time shall be 200 minutes a week. It shall include a block of at least 30 consecutive minutes per day. Exceptions must be agreed to by the union.
14. **Class Size:** A classroom aide may be supplied on an identified need basis after a discussion between the teacher and the Principal. This discussion should focus upon class size, class composition, and teacher-attempted classroom strategies. Should the request for an aide be denied, the teacher may request a meeting with the Superintendent to review both the classroom situation and the decision.
15. **Principal Pro Temp:** A *Principal Pro Temp* is defined as an Elwood School teacher with the principal leadership Type 75 certification and is appointed by the Superintendent to assume the duties of the principal in his/her absence. A stipend of \$400.00 each will be paid annually to each teacher who is qualified. Teachers will be assigned the Principal Pro Temp position on a rotating basis throughout the year.

ARTICLE III

Grievance Procedure

1. Any claim by any teacher that there has been a violation, misrepresentation or misapplication of the terms of this Agreement shall be a grievance.
2. A grievance may be initiated and/or conducted by:
 - a. An employee on his/her own behalf
 - b. An employee accompanied by a Council representative
 - c. A Council representative at the employee's request
 - d. The Council president on behalf of the council at large

If an employee files a grievance on their own behalf under the terms of this contract, the union shall be notified, and informed of the outcomes at all stages of the grievance process.

3. **Class Grievance:** Class grievances involving one or more employees and grievances involving the administrator may be initially filed by the teachers at Step 5.a. below.
4. All references to days shall mean school days, except that between the end of the school term and the beginning of the next school term, days shall mean week days excluding Saturday, Sunday and legal holidays. In summer months, time limits shall be doubled. Grievances submitted fewer than ten (10) days before the close of the school term will follow the summer time limits.
5. **Procedures:** The parties hereto acknowledge that it is usually most desirable for a teacher and his/her immediate supervisor to resolve problems through free and informal communications. If, however, the informal process fails to satisfy a teacher, a grievance may be processed as follows:
 - a. The teacher must present the grievance in writing, within ten (10) days of the date of the event, or when the teacher knew or should have known of the event giving rise to the grievance, and no case after 35 days of the event giving rise to the grievance. The written grievance must be submitted to the Superintendent or his officially designated representative and shall state the article, section and clause of this Agreement alleged to be violated, misrepresented or misapplied and shall further state the remedy which is sought. Within five (5) days after receiving the grievance, the Superintendent will arrange for a meeting to take place between the Superintendent, the grievant(s), and/or the council representative. Within five (5) days of the meeting, the grievant and the council representative shall be provided with the Superintendent's or his officially designated representative's written response.
 - b. If the teacher is not satisfied with the disposition of the grievance at Step 5.a. or the time limits expire without the issuance of the Superintendent's written reply, the Council may submit the grievance to final and binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association, which shall act as the administrator of the

proceedings. If a demand for arbitration is not filed within ten (10) days of the date for the Step 5 a. answer, then the grievance shall be deemed withdrawn.

1. The teacher shall not be permitted to assert any grounds or evidence before the arbitrator which were not previously disclosed to the immediately involved supervisor and the Superintendent.
 2. The arbitrator shall have no power to alter the terms of this Agreement.
 3. Each party will pay its own costs of representation and the cost of a transcript of the arbitration proceedings, if requested.
 4. The cost of the American Arbitration Association is to be shared equally by the parties.
6. **Bypass to Arbitration:** If the Superintendent and the Council agree, a grievance may be submitted directly to arbitration.
 7. **Council Participation - Teacher Represented by Council:** The Board acknowledges the right of the Council's grievance representative to participate in the processing of a grievance at any level.
 8. **No Reprisals Clause:** No reprisals shall be taken by the Board or administration of the School District against any teacher because of his or her participation in a grievance.
 9. **Released Time:** Should the processing of any grievance require that the grievant be released from his or her regular assignment, then he or she shall be released without loss of pay or benefits.
 10. The record of the grievance outcome shall be filed separately from the personnel files of the participant.
 11. **Grievance Withdrawn:** The Union has the right to withdraw from any grievance without establishing precedent or placing blame on either party.

ARTICLE IV

Union Dues

DEFINITIONS

“Bargaining Unit Member” is an individual who is covered by the collective bargaining agreement. An individual can be a bargaining unit member, but not pay dues to the union or be a member of the union.

“Union Dues Payer” is an individual who is in the bargaining unit and has signed a dues authorization card with the union, allowing the employer to deduct dues from his/her paycheck to remit to the union. An individual can be a dues payer and not be a member of the union.

“Union Member” is an individual who has signed a membership card with the union.

Indemnify and Hold Harmless

The Union shall indemnify and hold harmless the Board, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability that shall arise out of, or by reason of action taken by the board for the purposes of complying with this Article, or in reliance on any list, notice, certification, affidavit, or assignment furnished by the Union under any such provisions.

Dues Check-Off

The Board will make Union Dues payroll deductions upon written request by the employee on the form provided by the Union. This form will be provided to the Board by the Union. The Board shall honor employees' individually authorized deduction forms and shall make such deductions in the amount certified by the Union for dues, assessments, or fees. Authorized deductions shall be irrevocable except in accordance with the terms under which an employee voluntarily authorized said deductions. Dues revocations are processed by the Union. In the event that an employee revokes his or her dues in accordance with the terms in which he or she authorized the dues deduction, the Union will notify the employer after the close of the revocation window. This request must be made at least ten (10) calendar days prior to the first deduction.

The District agrees to remit these dues and/or fees to the Union twice each month that dues/fees are deducted. A list of all employees within the bargaining unit and any deductions that have been made and the amount of each deduction shall accompany each remission. Any changes in personnel from the list previously furnished shall be submitted to the Union within ten (10) working days.

ARTICLE V

Effect and Duration of Agreement

1. **Complete Understanding:** The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. The terms and conditions contained herein may be modified only through the written mutual consent of the parties.
2. **Savings Clause:** Should any article, section or clause of this agreement be declared illegal by a court of competent jurisdiction, then said article, section or clause shall be deleted here from, but the remaining articles, sections and clauses shall remain in full force and effect.
3. **Term of Agreement:** This Agreement shall be effective July 1, 2023 and shall continue in effect until June 30, 2026.
4. **No Strike Provision:** During the term of this Agreement and any extension thereof, the Board shall not lock out any of its employees covered by the terms of this Agreement. Similarly, no employee, nor the Council nor any person acting on behalf of the Council shall ever or at any time engage in, authorize or instigate any picketing, any recognition of any picket line at the School District premises, any strike, slow down or other refusal to render full and complete services to the Board, or any activity whatsoever which would disrupt in any manner in whole or in part the operation of the School District.

In the event of any violation or violations of any provision of this section 4 by the Council, its members or representatives, or by any employee, then:

- a. any violating employee shall be subject to disciplinary action or discharge as determined appropriate by the Board; and,
 - b. the Council shall, upon notice from the Board, immediately direct such employee both orally and in writing to resume normal operations immediately and make every other reasonable effort to end any violation(s).
5. **Management Rights:** It is expressly understood and agreed that all functions, rights, powers or authority of the administration of the School District and the Board of Education which are not limited by the express language of this Agreement are retained by the Board, provided, however, that no such right shall be exercised so as to violate any of the specific provisions of this Agreement.

6. **Ratification of Agreement:** This Agreement will not be considered binding until such time as the Council has formally notified the Board, in writing, of official acceptance of this document by the membership and approval by formal Board action at a public meeting.

DATED: This 11th day of April 2023.



Elwood Council,
American Federation of
Teachers-Local 604



Board of Education of
Elwood Community Consolidated
School District No. 203

ADDENDUM

Retirement Incentive

The Retirement Incentive Program of Elwood School District #203 has been established to recognize the contributions made by long-term, certificated, full-time employees. The Retirement Incentive Program is designed to complement and supplement the provisions of the Illinois Teachers' Retirement System.

Conditions of the District's Retirement Incentive Program are as follows:

1. Any time after an eligible employee has reached the age of fifty-five (55) years, a certificated staff member may elect to participate in the Retirement Incentive Program.
2. To be eligible, the person must have completed twenty (20) collective years of full-time employment within the Elwood School District #203 in the state of Illinois immediately preceding retirement, must become fifty-five (55) years of age before the first day of the next school year, and must be a participant in the Illinois Teachers' Retirement System.
3. Participants will choose to enroll in the Elwood Health Insurance Plan or in the Illinois Teachers' Retirement System hospitalization insurance plan for which they are eligible. The District agrees to pay the lesser of the two premiums, single coverage, for three (3) years or upon the death of the participant, or until the participant becomes sixty-five (65) years of age, whichever occurs first.
4. In the retirement year, the teacher will be able to apply 340 days of unused sick leave toward retirement credit with TRS.
5. Any teacher, who retires under the Retirement Incentive Program shall receive a post-retirement payment of twenty percent (20%) of his/her base salary three (3) consecutive years in accordance with sub-paragraph two (2) above. However, in the event that the Federal Impact Aid (7002 funds) received by the District from the United States decreases in any year, the amount secured by any retiree under this contract for the year shall be reduced by the same proportion as the reduction in Impact Aid to the District. For instance, if the District receives 10% less in Federal Impact Aid in a particular year, any retiree under this contract will receive 10% less for the particular year.
6. Any full-time teacher eligible to retire under TRS with the required amount of service with Elwood District #203, for whom the board is not required to pay the one-time non-refundable penalty may access the retirement incentives contained herein. The teacher may elect to take a portion—the difference between the average percent of the teacher's raise and 6% percent— of the total three (3) years compensation according to one of the following options:

Option A (one (1) year)—Receive an amount for the last year of teaching equal to a 6% percent increase over the previous year's base salary.

Option B (two (2) years)—Receive Option A for the last year of teaching. For the year previous to the last year, receive an amount equal to a 6% percent increase over the previous year's base salary.

Option C (three (3) years)—Receive Option B for the last year of teaching. For the two years previous to the last year, receive an amount equal to a 6% percent increase over the previous year's base salary.

A person who wishes to retire under the provisions of the Retirement Incentive Program must notify the Superintendent in writing unless otherwise mutually agreeable, as follows:

Option A (one (1) year) – Before March 1 prior to the last year of employment.

Option B (two (2) years) – Before March 1 prior to the second to last year of employment.

Option C (three (3) years) – Before March 1 prior to the third to last year of employment.

These options may extend beyond the duration of this contract period provided notice is given during the duration of this contract.

The amount taken under Option A, Option B, and Option C shall be subtracted from the total three (3) years compensation. The teacher shall be responsible for the TRS payment on the portion of the compensation that is added to his/her salary under Option A or Option B, or Option C. The teacher shall receive 20 percent of the remainder of the compensation for three consecutive years in accordance with sub-paragraph five (5) above.

7. Under this provision, the Board shall make any adjustment to a teacher's compensation necessary to limit a salary increase to 6% and thus avoid having to pay a penalty to the Illinois Teachers' Retirement System (TRS). It is recognized by the parties that future adopted rules and regulations by TRS, litigation and/or legislation could void some or all of the above incentives and/or regulations or provide further exemptions. If that situation occurs, then the Board of Education of Elwood Community Consolidated School District #203 is no longer obligated to provide a 6% increase or other affected programs if such benefits would force the district to pay a penalty to TRS for teachers eligible for the retirement incentives described herein or if further exemptions are allowable. In either situation, the Board of Education and the Union shall meet and discuss the impact of such decisions within thirty (30) days of both parties becoming aware of the changes for the purpose of renegotiating these benefits.

APPENDIX A

ELWOOD SALARY SCHEDULE 2023-2024					
Step	BA	BA+18	MA	MA+18	MA+27
1	43,653	45,355	47,122	48,959	49,904
2	44,963	46,715	48,536	50,427	51,401
3	46,312	48,117	49,992	51,940	52,943
4	47,701	49,560	51,492	53,498	54,531
5	49,132	51,047	53,036	55,103	56,167
6	50,606	52,578	54,628	56,757	57,852
7	52,124	54,156	56,266	58,459	59,587
8	53,688	55,780	57,954	60,213	61,375
9	55,299	57,454	59,693	62,019	63,216
10	56,958	59,178	61,484	63,880	65,113
11	58,666	60,953	63,328	65,796	67,066
12	60,426	62,781	65,228	67,770	69,078
13	62,239	64,665	67,185	69,803	71,151
14	64,106	66,605	69,201	71,897	73,285
15	66,030	68,603	71,277	74,054	75,484
16	68,011	70,661	73,415	76,276	77,748
17	70,051	72,781	75,617	78,564	80,081
18	72,152	74,964	77,886	80,921	82,483
19	74,317	77,213	80,222	83,349	84,958

Off-schedule teachers receive the same percentage (6%) salary increase as teachers on schedule, as well as the appropriate salary adjustment for training and/or degree advancement.

Teachers working toward the MA+27 and advance degree lanes must have their courses approved by the superintendent before they start the course.

* MA+27 Shall include multiple Masters

ELWOOD SALARY SCHEDULE 2024-2025					
Step	BA	BA+18	MA	MA+18	MA+27
1	44,925	46,676	48,495	50,385	51,357
2	46,273	48,076	49,950	51,896	52,898
3	47,661	49,518	51,448	53,453	54,485
4	49,091	51,004	52,991	55,057	56,119
5	50,563	52,534	54,581	56,708	57,803
6	52,080	54,110	56,219	58,410	59,537
7	53,643	55,733	57,905	60,162	61,323
8	55,252	57,405	59,642	61,967	63,163
9	56,909	59,127	61,432	63,826	65,058
10	58,617	60,901	63,275	65,741	67,009
11	60,375	62,728	65,173	67,713	69,020
12	62,186	64,610	67,128	69,744	71,090
13	64,052	66,548	69,142	71,836	73,223
14	65,974	68,545	71,216	73,992	75,420
15	67,953	70,601	73,353	76,211	77,682
16	69,991	72,719	75,553	78,498	80,013
17	72,091	74,901	77,820	80,853	82,413
18	74,254	77,148	80,154	83,278	84,885
19	76,481	79,462	82,559	85,777	87,432

Off-schedule teachers receive the same percentage (6%) salary increase as teachers on schedule, as well as the appropriate salary adjustment for training and/or degree advancement.

Teachers working toward the MA+27 and advance degree lanes must have their courses approved by the superintendent before they start the course.

* MA+27 Shall include multiple Masters

ELWOOD SALARY SCHEDULE 2025-2026					
Step	BA	BA+18	MA	MA+18	MA+27
1	46,233	48,035	49,907	51,852	52,853
2	47,620	49,476	51,404	53,408	54,439
3	49,049	50,960	52,947	55,010	56,072
4	50,520	52,489	54,535	56,660	57,754
5	52,036	54,064	56,171	58,360	59,486
6	53,597	55,686	57,856	60,111	61,271
7	55,205	57,356	59,592	61,914	63,109
8	56,861	59,077	61,380	63,772	65,002
9	58,567	60,849	63,221	65,685	66,953
10	60,324	62,675	65,118	67,655	68,961
11	62,134	64,555	67,071	69,685	71,030
12	63,998	66,492	69,083	71,776	73,161
13	65,918	68,487	71,156	73,929	75,356
14	67,895	70,541	73,290	76,147	77,616
15	69,932	72,657	75,489	78,431	79,945
16	72,030	74,837	77,754	80,784	82,343
17	74,191	77,082	80,086	83,208	84,813
18	76,417	79,395	82,489	85,704	87,358
19	78,709	81,777	84,964	88,275	89,979

Off-schedule teachers receive the same percentage (6%) salary increase as teachers on schedule, as well as the appropriate salary adjustment for training and/or degree advancement.

Teachers working toward the MA+27 and advance degree lanes must have their courses approved by the superintendent before they start the course.

* MA+27 Shall include multiple Masters

Appendix B

The following positions shall be paid as a % of the starting teacher salary for each school year. Any Sponsor who would take a pay decrease shall continue to be paid at the 2022-2023 stipend until such time that the amount on the schedule is at least as much as the prior amount. All Schedule B positions shall first be offered to Elwood Teachers, but current outside coaches and sponsors may continue their positions at the Board's discretion.

Position	Years 1,2,3	4,5	6,7	8,9	10+
8th Boys' Basketball	5.00%	6.00%	7.00%	8.00%	9.00%
7th Boys' Basketball	5.00%	6.00%	7.00%	8.00%	9.00%
6th Boys' Basketball	4.00%	5.00%	6.00%	7.00%	8.00%
8th Boys' Volleyball	4.00%	5.00%	6.00%	7.00%	8.00%
7th Boys' Volleyball	4.00%	5.00%	6.00%	7.00%	8.00%
8th Girls' Basketball	5.00%	6.00%	7.00%	8.00%	9.00%
7th Girls' Basketball	5.00%	6.00%	7.00%	8.00%	9.00%
6th Girls' Basketball	4.00%	5.00%	6.00%	7.00%	8.00%
8th Girls' Volleyball	5.00%	6.00%	7.00%	8.00%	9.00%
7th Girls' Volleyball	5.00%	6.00%	7.00%	8.00%	9.00%
6th Girls' Volleyball (2)*	3.00%	4.00%	5.00%	6.00%	7.00%
Baseball Head Coach	4.00%	5.00%	6.00%	7.00%	8.00%
Baseball Asst Coach	3.00%	4.00%	5.00%	6.00%	7.00%
Track Head Coach	6.00%	7.00%	8.00%	9.00%	10.00%
Track Asst Coach 1	4.00%	5.00%	6.00%	7.00%	8.00%
Track Asst Coach 2	4.00%	5.00%	6.00%	7.00%	8.00%
Athletic Director	10.00%	11.00%	12.00%	13.00%	14.00%
Asst Athletic Director	8.00%	9.00%	10.00%	11.00%	12.00%
Intramural Director	5.00%	6.00%	7.00%	8.00%	9.00%
Cheerleading	5.00%	6.00%	7.00%	8.00%	9.00%
Asst. Cheerleading	4.00%	5.00%	6.00%	7.00%	8.00%

Spirit Line	2.00%	2.50%	3.00%	3.50%	4.00%
Choir	4.00%	5.00%	6.00%	7.00%	8.00%
Band	4.00%	5.00%	6.00%	7.00%	8.00%
Drama Cast	5.00%	6.00%	7.00%	8.00%	9.00%
Drama Crew	5.00%	6.00%	7.00%	8.00%	9.00%
Scholastic Bowl Sponsor	4.00%	5.00%	6.00%	7.00%	8.00%

Position	Years 1-5	6-10	11+
Student Council Supervisor(2)	5.00%	6.00%	7.00%
Recycling	5.00%	6.00%	7.00%
Asst Recycling	2.00%	3.00%	4.00%
Yearbook	3.00%	4.00%	5.00%
Chess Team (5-8)	5.00%	6.00%	7.00%
Chess Club (3-8)	4.00%	5.00%	6.00%
Socrates Coordinator/Tutor	6.00%	7.00%	8.00%
Socrates Tutors (3)	4.00%	5.00%	6.00%
Science Fair Sponsor	2.00%		
Book Fair Coordinator	1.00%		
Outdoor Education	3.00%		
Math Coach	1.00%		
Spelling Bee	1.00%		
Junior High Activity Director (2)	3.00%		
Mentoring	2.00%		
Approved Clubs	3.00%		
Builder's Club	2.00%	3.00%	4.00%
Art Club (4)	3.00%	4.00%	5.00%
Bowling Club	Need Job Description		
Ecology Club	3.00%	4.00%	5.00%
Rates Per Match			

Scholastic Bowl Moderator	\$45		
Scholastic Bowl Timer	\$27		
Spelling Bee Pronouncer	\$45		
Spelling Bee Judge	\$27		

Added by MOU 9/12/2023:

	Yrs 1-5	Yrs 6-10	Yrs 11+
Lady Tigers on the Run (2 positions)	3%	4%	5%
Bowling (1 position)	4%	5%	6%

*Note a 2nd 5/6 Grade Volleyball Coach was also added through an MOU