

August 11, 2021 – August 10, 2024

Agreement between

**OAKLAND COMMUNITY UNIT SCHOOL
DISTRICT #5**

and

**OAKLAND EDUCATION ASSOCIATION
IEA/NEA**

TABLE OF CONTENTS

		Page
ARTICLE I	Recognition	7
ARTICLE II	Negotiations Procedure	7
ARTICLE III	Responsibilities of Parties to this Agreement	7
ARTICLE IV	Working Conditions	8
	Employee School Day/Teaching Load	8
	Summer Programs	9
	Extra Duty Assignments	9
	School Calendar	10
	Employee Use of Personal Car	10
	Purchasing	11
	Maintenance of Work Facilities	11
	Closing of Schools – Act of God	11
	Special Education	11
ARTICLE V	Employee and Association Rights	12
	Non-Discrimination	12
	Challenges of Teachings and Materials	12
	Right to Representation	12
	Personnel File	12
	Dues Deduction	13
	Meetings, Notices, and General Information	14

	Board Meeting Notification/Board Minutes	14
	Association Matters/Board Agenda	14
	Right to Information	14
	Release Time for Negotiations	15
	Employee’s Copy of Agreement	15
	Class Sponsors	15
	Labor-Management Status Meetings	15
ARTICLE VI	Job Security	15
	Teacher Protection	15
	Complaints	16
	District Seniority	16
	Continuous Service List	16
	RIF Procedures	17
	Suspension	18
ARTICLE VII	Assignments, Vacancies, and Transfers	18
	Notice of Assignment	18
	Involuntary Transfer/Assignments	18
	Vacancies and Transfers	18
ARTICLE VIII	Leaves	19
	Sick Leave	19
	Bereavement	19
	Jury Duty/Subpoena	20

	Association Business	20
	Leaves	20
	Personal Business Leave	20
ARTICLE IX	Employee Evaluation	21
	Evaluation	21
ARTICLE X	Professional Compensation and Salary Payment Regulations	23
	Contracts	23
	Salary Schedule	23
	Payments on Behalf Of	23
	Extra Duties	23
	Health and Medical Insurance	23
	Retirement Benefits	24
	Long-Term Employee Movement Across the Salary Schedule	26
	Educational Increments	26
	Educational Benefit	27
	Pay Dates	28
	Monthly Increments	28
	Termination Pay	28
	Ticket Sales and Concession Work	28
ARTICLE XI	Grievance Procedure	29
	Definition	29
	Grievance Representative and Committee	29

	Formal Grievance Procedure	29
	Modified Formal Grievance Procedure	31
	Class Action	31
	Right of Employee and Association Representative	31
	Association's Right to State Views	31
	Cooperation	31
	Separate File	31
	Withdrawal	31
	Grievance Report Form	31
ARTICLE XII	Separability	31
	Contrary to Law	31
ARTICLE XIII	Mediation	32
ARTICLE XIV	Effect of Agreement	32
	Complete Understanding	32
	Board Policy	32
	Management Rights	32
	Maintenance of Standards	33
	No Strike	33
	Agreement and Individual Contract	33
	Terms of Agreement	33

MEMORANDUM OF AGREEMENT		34
APPENDIX A	Salary Schedules	35-38
APPENDIX B	Extra Duty Stipends	39-41
APPENDIX C	Grievance Form	42-43

**ARTICLE I
RECOGNITION**

The Board of Education of School District 5, Coles, Douglas, Edgar Counties, Illinois, hereinafter referred to as the "Board," hereby recognizes the Oakland Education Association-IEA/NEA, hereafter referred to as the "Association," as the exclusive and sole negotiation agent for all Professional Educator Licensed ("PEL") teaching personnel, hereinafter referred to as "employee," except for superintendent, principal(s), and Director of Student Services, hereinafter referred to as "supervisory personnel" and teaching personnel employed on a temporary basis. The following shall be considered teaching personnel: guidance counselors, social workers librarians, special education staff, certificated school nurse, athletic director, coaches, and certificated technology coordinator.

The Board agrees not to negotiate with any employee organization other than the Association for the duration of this Agreement; further, the Board agrees not to negotiate with any employee individually during the duration of this Agreement on matters subject to negotiations.

**ARTICLE II
NEGOTIATIONS PROCEDURE**

The parties shall commence bargaining for a successor agreement on or before April 1 of the final year of this contract and shall bargain as provided by the Illinois Educational Labor Relations Act and its Rules and Regulations.

**ARTICLE III
RESPONSIBILITIES OF PARTIES
TO THIS AGREEMENT**

The Board and the Association agree to negotiate in good faith with respect to salaries, fringe benefits, terms, and conditions of employment, and all other negotiable items. "Good Faith" for the purposes of this Agreement is defined as the willingness of both parties to meet, discuss the issues, make proposals and counter-proposals in an effort to reach an agreement. If utilizing Interest-Based Bargaining (IBB) format, the parties will meet to introduce the issues, and brainstorm solutions to the issues in an effort to reach an agreement.

The Board and the Association shall confer upon their respective representatives the necessary power and authority to make proposals, consider proposals, and make counter-proposals in the course of negotiations, and to reach tentative written agreements. Agreement shall not be considered final on tentative agreements until agreement has been reached on the entire agreement. The final tentative agreement shall be reduced to writing and presented to the Association for ratification and the Board for adoption with recommendation for "Do Pass" by both parties.

**ARTICLE IV
WORKING CONDITIONS**

Section A: Employee School Day/Teaching Load

1. The certified teaching personnel school day shall be from 8 a.m. to 3:30 p.m. for staff teaching periods 1-9, and equivalent time frames will be followed by personnel teaching early-bird or late-stay periods. All personnel will have a total of 9 consecutive periods with 1 flex period and 1 planning period. Teachers and administrators will work together when necessary if the schedule demands an early-bird or late-stay period. No teacher shall be assigned or required to teach a 0-9 or 2-10 period day without mutual consent.
2. The PEL personnel may leave after the students are dismissed and buses have departed the school premises on Fridays, as well as the day before Thanksgiving, Christmas, and spring holiday breaks.
3. Employees shall have a duty-free lunch period as provided by the Illinois School Code, 105 ILCS 5/24-9 – *Every teacher in any school house where 2 or more teachers are employed whose duties require attendance at the school for 4 or more clock hours in any school day shall be entitled to and be allowed a duty-free lunch period equal to the regular local school lunch period but not less than 30 minutes in each school day.*
4. The administration and employee shall work directly with affected members of the Association to equalize teaching assignments and teaching loads for best utilization of the teaching staff.
5. A full-time employee who is assigned to more than one school/district shall have his/her schedule arranged so that travel time does not infringe upon the traveling employee's lunch period or planning time.
6. Employees shall be notified at least twenty-four (24) hours in advance of a teachers' meeting except in the case of emergency. Two teachers' meetings per semester may extend past 3:50 p.m. with twenty-four hours' advance notice. Other teachers' meetings may last to 3:50. No teacher activities other than Association general membership meetings will be scheduled on the second Wednesday of the month(s) when meetings are conducted.
7. Employees may be requested to assist in supervising students at various times during the school day in case of emergency. The administrator will make a sincere effort to distribute these emergency assignments as equally as possible among those employees available at that particular time of the day. Extra duties for which there is not remuneration shall be divided as equally as possible among employees. Employees directed to supervise students in the place of their regularly scheduled prep period will receive compensation at a rate of twenty-five (\$25) dollars per period.

8. Employees shall be required to directly supervise at assemblies and other student events when the administrator determines the need for supervision during the school day. The administration shall provide a list of supervisory areas for staff reference for repeating events. Assignments will be made as equitably as possible.
9. Teacher Attendance/School Improvement, etc.;;
Teacher attendance is mandatory on School Improvement Days, Institute Days, Parent/Teacher Conferences, and Open House Days. Exceptions must be pre-approved by principal, and may require a doctor's note.

Section B: Summer Programs

1. The Board shall notify the Association by March 1 of its intent to provide possible additional summer employment of certified teaching personnel in teaching positions.
2. If an employee desires to teach summer school, he/she shall submit a letter of interest in participation to the superintendent within fourteen (14) days of notification. After considering all letters of intent, the administration will select and notify employees based on the needs of students/children enrolled and the employees' qualifications. The director of summer school will work with the selected employees to coordinate summer school activities.
3. Upon completion of student/children sign up and selection of staff for summer school, the director will collaboratively submit requisitions with the summer school staff for the summer school session. These requisitions shall be within budgetary allowances provided by the superintendent.
4. When summer school is offered during the time of this contract, the following conditions shall apply:
 - a. Employees shall be paid eighteen (\$18.00) dollars per hour plus retirement.
 - b. A maximum of one (1) hour per day may be used for employee planning time.
 - c. For the purposes of summer school, the term, "hour," shall be considered fifty (50) minutes. A two "hour" class schedule shall have a ten (10) minute break.
 - d. If the Association membership cannot supply the required staff based upon the student/children sign up, the superintendent may employ qualified non-members of the Association. It is the intent of the Board to employ current staff for summer school.

Section C: Extra-Duty Assignments

1. It is recognized that certain specific activities which require time beyond the school day receive additional compensation beyond the regular salary schedule. Those activities

which are recognized for additional compensation are indicated on the Extra- Duty Schedule in Appendix B and made a part of this Agreement.

2. Assignment to the extra duties listed in Appendix B are recommended by the superintendent and approved by the Board on an annual basis. Rights of tenure do not extend to extra duty assignments. Extra Duty assignments may be extended to persons not eligible for membership in the Association at the negotiated stipend. However, all extra duty assignments will be made available to qualified bargaining unit members before extending the assignments to persons outside the bargaining unit.
3. An attempt will be made by the administration to provide teaching assignments, including extra-curricular duties, before the close of the school year. If a teaching assignment/extra-duty assignment is made after the close of the school year, the employee shall be notified in writing within five (5) business days of the Board's action approving the assignment. The employee has the right to resign extra-duty assignments prior to the end of the school year. The resignation cannot take effect until after the season is complete without administrative approval.
4. Unless specifically provided, the rights contained within this contract shall be accorded to employees with respect to their certified teaching responsibilities and do not pertain to nor are they enforceable with respect to extra-duty assigned for which additional monetary stipends are accrued.

Section D: School Calendar

1. Prior to the adoption of the school calendar by the Board, the superintendent shall notify the Association, and the Association shall have an opportunity to make recommendations for such calendar. Prior to the adoption of the calendar by the Board, the superintendent shall advise the Board of any suggestions made by the Association. The employee's work year shall not exceed one hundred eighty (180) days.

Section E: Employee Use of Personal Car

1. Approved intra-district travel and approved out-of-district travel in the employee's personal car when required by the District shall be reimbursed at the rate of fifty cents (\$0.50) per mile, but not to exceed the current rate approved by the Internal Revenue Service. The employee shall provide the School District with a valid proof of liability insurance. Employees are required to use school owned vehicles whenever feasible.
2. Travel requests must be pre-approved by the supervisor.
3. Requests for reimbursement shall be submitted on a monthly basis at the first of the month for the supervisor's approval of payment.

Section F: Purchasing

1. Requisitions shall be submitted to the supervisor within guidelines established for the current year. Guidelines will be announced prior to April 1.
2. When approved by the supervisor and the superintendent, the employee will be notified and a purchase order shall be completed by the office staff.
3. The supervisor will notify the employee of the disposition of the requisition within 30 days of April 1 or the date of the requisition, whichever is later.
4. Purchases made without the supervisor's approval may not be approved for reimbursement or payment.

Section G: Maintenance of Work Facilities

1. An employee lounge shall be provided and routinely cleaned.
2. Members shall be responsible for maintaining an orderly and neat workroom and lounge, including appliances, free from clutter, and litter, stale and spoiled food.
3. A workroom shall be provided.
4. Equipment used by employees shall be maintained annually. Should this equipment become inoperable, the administration shall determine the feasibility of repair or replacement and the disposition of the matter.

Section H: Closing of Schools-Act of God

1. When a regularly scheduled day of school is cancelled, employees shall not be required to report for duty. Notification of the closing or delay of the start of school shall be made as soon as possible.

Section I: Special Education

1. At such time as a special education teacher's case load exceeds 25 cases, the District agrees to meet with the Association to discuss ways in which the workload of the affected teacher may be restructured to relieve the extra work assigned to the teacher. Such changes may include but are not limited to the addition of a paraprofessional, redistribution of cases among the special education teachers, added time off, or providing for an extended contract.

**ARTICLE V
EMPLOYEE AND ASSOCIATION RIGHTS**

Section A: Non-discrimination

1. The Board shall not discriminate against any employee with respect to hours, wages, terms of conditions of employment by reason of membership in the Association, or in negotiations with the Board, nor shall the Board discriminate against any employee for having instituted a grievance, complaint, or proceeding under this Agreement.
2. The Board shall not discriminate against husband, wife, or other members of the immediate family for regular teaching positions.
3. All employees shall have the right to a separate and unencumbered private life.

Section B: Challenges of Teachings and Materials

1. Should the teachings, teaching materials and reference materials of a teacher be questioned or challenged, the teachings and materials will be submitted to a review committee consisting of three (3) members appointed by the Association and three (3) members appointed by the Board. The committee will review all aspects and conditions of the question or challenge and recommend to the Board the disposition of these challenges. The teacher will hold such teaching and materials challenged in abeyance pending the findings of the committee and the final decision of the Board.

Section C: Right of Representation

1. Any discipline or reprimand of an employee shall be done in private.
2. If an employee is required to appear before the Board concerning any matter which could adversely affect the employee, the employee shall be entitled to a private meeting and to have a representative present.
3. If an employee is required to appear before the Board, the employee shall be advised in writing at least forty-eight (48) hours in advance with the reasons for the request clearly stated.
4. If an employee meets with an administrator, if at some point during that meeting the employee and/or administrator determine that he/she needs a representative present, he/she is entitled to one.

Section D: Personnel File

1. At the employee's written request, reprimands shall be removed from the employee's file after two (2) years provided there are no subsequent reprimands for most offenses and after five (5) years for harsher offenses (harassment, insubordination, litigation or

other similar offenses).

2. At the employee's written request, a copy of the employee's personnel file shall be provided to that employee free of charge, upon request.
3. An employee shall place his/her signature on any item being placed in his/her personnel file signifying the employee has seen the item.
4. If a member of the public makes a Freedom of Information Act (FOIA) request about a member of the Association, the Association member shall be advised of such prior to the Board responding to the FOIA request and the Board shall not release any information that is identified as prohibited from being released under FOIA.

Section E: Dues Deduction

1. Any employee who is a member or who has applied for membership in the Association may sign and deliver to the Board an authorization for continual or annual dues deduction. The appropriate authorization forms shall be provided by the Association. A continual authorization shall remain in effect unless the employee revokes said authorization in writing between September 1 and September 15 of each year. Should an employee leave the District, the Board shall not deduct the balance of the year's dues from the next available paycheck, unless requested to do so in writing by the employee. With dues deduction authorization, the Board shall deduct one-ninth of such dues from the regular salary check of the employee each month for nine (9) months beginning in September and ending in May each year. The Board shall remit dues to the Association within ten (10) days following the pay period.
2. In the event of any legal action against the Board 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 legal counsel, provided:
 - a. The Board gives immediate notice within five (5) business days of such action in writing to the Association and permits the Association intervention as a party if it so desires, and
 - b. The Board 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.
3. The Association agrees that in any action so defended, it will indemnify and hold harmless the Board from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Board'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.

Section F: Meeting, Notices, and General Information

1. After reservation of space through normal school processes, the Association shall have the privilege of using the school building for Association business meetings, provided that the Association reimburse the district for any costs over and above normal janitorial costs incurred by the district.
2. The Association shall have the privilege of posting notices of its activities on at least one (1) bulletin board as designated by the building principal and agreed to by the Association President and shall have the privilege of distributing Association information to its members through email and normal mailbox arrangements.
3. The Association may use district equipment normally used for clerical or instructional purposes in the building with authorization from the principal.
4. The Association shall be responsible for the repair and replacement of equipment damaged or lost through irresponsible use of any such equipment.
5. The Association shall report the number of copies made on a copier to the superintendent and reimburse the District for the full cost of paper and copying expense for operation and maintenance.

Section G: Board Meeting Notification/Board Minutes

1. Association comments shall be placed permanently on the agenda, after Public Comment. Association shall communicate in advance the time it desires to speak if such time is expected to exceed 5 minutes. The president of the Association shall be given written notice of all regular and special meetings of the Board along with a copy of any supporting documents open session, publicly available documents distributed to the Board at the time of distribution of such materials to the Board. A copy of the agenda of each meeting will be posted to the district website on the same day that the information is available to Board members. The Board minutes will be posted on the district's website within two (2) school days of being approved.

Section H: Association Matters/Board Agenda

1. Matters referred to the Board by the Association in writing, which are considered appropriate by the superintendent for Board action, will be placed on the Board agenda. It shall be the responsibility of the superintendent to inform the Association when modification of District policy which affects the Association bargaining unit members is under consideration. The association may send a representative to any committee or study group considering such policy modification for the purpose of providing input.

Section I: Right to Information

1. If requested to do so by the Association, the Board agrees to furnish to the Association

all available information concerning the financial resources of the District and other non-confidential public information which the Association needs in developing programs on behalf of employees, together with information which may be necessary for the Association to process any grievance or complaint.

Section J: Release Time for Negotiations

1. An employee engaged during the school day in negotiations on behalf of the Association with any representative of the Board or participating in any grievance negotiation, including arbitration, shall be released from regular duties without loss of salary or other accrued benefits not to exceed two days of the regular school day cumulative for all employees per school year.

Section K: Employee's Copy of Agreement

1. Within sixty (60) days of ratification of this Agreement, the Board shall have one (1) copy of this Agreement prepared and posted on the CUSD #5's website, whereby it is available to faculty, administration, and board members.

Section L: Class Sponsors

1. Class sponsors shall have the responsibility to work with administration to create agreement to protocols and guidelines for class trips, which shall be applicable to staff and students as set forth in those protocols. If both parties agree that an amendment to protocols is needed, then the parties shall meet to discuss.

Section M: Labor-Management Status Meetings

1. In the interest of good communications, a meeting will be held each month during the school year between the superintendent, principals, and the Association Executive Board to consider matters of mutual interest. The interests discussed may include those not covered by the collective bargaining agreement. The meeting will be held during the week of and prior to the regularly scheduled School Board Meeting. An agenda will be prepared and exchanged between the Superintendent and the Association President no less than 3 business days prior to the meeting. If neither party propose agenda items for that month, the meeting will be cancelled for the month.

**ARTICLE VI
JOB SECURITY**

Section A: Teacher Protection

1. Any case of assault or battery upon an employee who is functioning within the scope of his/her employment shall be reported to his/her supervisor.

Section B: Complaints

1. Any complaints concerning an employee's performance may be brought to the attention of the employee. If the employee is not notified within ten (10) school days of its receipt by the administration, no action shall be taken.

Section C: District Seniority

1. Continuing Length of Service (previously "Seniority") shall be defined as the length of an employee's continuous service within the district from their first day of continuous and uninterrupted employment with the District in any certified position. Said service shall be computed from the first day of employment within the district. The "first day" of work shall be defined as the day upon which duties are first performed as defined by the current rules of the Board.
2. Continuing service shall be measured as years of continuous service, provided, however, that less than full-time service shall be computed on a pro-rata basis. Approved unpaid leave of absence shall be computed as follows: those teaching less than (1) semester of continuous days shall receive no credit. Those teaching one (1) semester or more of continuous days and less than one full year shall receive .5 years of credit.
3. The employee shall continue to have tenure status when the employee has achieved tenure status while working on a full time basis if the Board grants a request to work on a part-time basis or the employee has been assigned to part-time status due to reduction in force because of economic reasons or a change of course offerings for which the employee is qualified to teach.

Section D: Continuous Service List

1. The Board shall provide annually each employee with a statement listing their position on the Continuous Service List and transmit a copy of the same to the Association on or before November 1. The Continuous Service list shall show the following for each employee:
 - a. Date of first day of employment
 - b. The computed amount of Continuous Service including current years as of the beginning of the school year, and, for informational purposes, the total experience outside the district.
2. Each Employee shall have until November 15 or the first school day thereafter to file written objections to the continuous service computation which shall specify the alleged error in the continuous service computation, and the Employee cannot thereafter challenge the computation for that school year. The administration will post a final list no later than January 15 of each school year.

Section E: RIF Procedure

1. Whenever it is deemed necessary by the Board to reduce personnel, the reductions shall be made pursuant to Section 24-12 of The School Code of Illinois.
2. Distribution of Order of Honorable Dismissal List: The proposed Order of Honorable Dismissal List will be provided to the Association President no later seventy-five (75) calendar days prior to the last student attendance day, along with a notification to each Employee of the placement(s) for which they are qualified. The final list will be provided to the President no later than forty-five (45) days before the last student attendance day with a notice to any individual whose placement on the list has changed from the placement on the proposed list.
3. Tie Breakers: Ties in continuous service within Grouping Three or Grouping Four (and if rating between two or more teachers is equal in Grouping Two) shall be broken according to the following:
 - a. Education level
 - b. Total time in district
 - c. Total time teaching
 - d. Drawing of lots
4. Meeting with Affected Employees: The administration will meet with the employee or employees for whom a notice of honorable dismissal or reduction will be presented to the Board prior to the Board meeting at which it will be adopted to advise the employee of the proposed reduction or honorable dismissal. A representative of the Association will be allowed to attend such meetings.
5. Recall notice and response shall be as set forth in Section 24-12 of The School Code.
6. Job qualifications: The employer will provide copies to the Association of all job descriptions which list qualifications that were in effect on May 10, 2012, and will provide the Association with any proposed change in said qualifications no later than April 10th of each year in which they are to be proposed.
7. Joint Committee on Honorable Dismissal (RIF Committee): The RIF Committee will include an equal number of representatives of the employer and the Association. The parties will notify each other of their representation no later than October 1 following the ratification of the contract, and those appointed to the committee shall remain on the committee until and unless the party notifies the other of a change in their appointments.

The Committee shall make decisions by a majority vote of the appointed representatives. The Committee shall hold an initial meeting each year no later than December 1. Any Committee agreements that are reached after February 1 of each year shall not take effect until the following school year.

Section F: Suspension

1. The Board may suspend an employee with full pay and benefits while conducting an investigation to determine the truth in charges.
2. The Board may suspend without pay or benefits for misconduct.

ARTICLE VII ASSIGNMENTS, VACANCIES, AND TRANSFERS

Section A: Notice of Assignment

1. Building assignments, class and/or subject assignments, and room assignments shall be assigned by the end of the school year if possible. If assignments are made after the close of the school year, the affected employee will be notified as soon as possible.

Section B: Involuntary Transfer/Assignments

1. When it is necessary to reassign employees within the District, all certified volunteers shall be considered first.
2. When such volunteers are not obtainable, the employees with the least seniority shall be first to be considered for involuntary transfer.

Section C: Vacancies and Transfers

1. All employees shall have the right to request a transfer within the system as positions for which they are qualified become available. The employee shall be provided an interview contingent upon the vacancy occurring no later than fifteen (15) working days prior to the first day of the school calendar upon which teachers report for work.
2. The superintendent shall email notices of vacancies for applications to be submitted by employees who wish to be considered.
3. When school is not in session, a notice of vacancies shall be emailed to all PEL staff members.
4. An employee who is certified and qualified for a vacant position and makes written

request for that position shall have an interview. If more than one qualified employee requests to transfer to an open position and a current employee is selected, the employee with the best qualifications in the judgment of the Board shall be selected. One of the qualifications the Board will consider is seniority in the District.

ARTICLE VIII LEAVES

Section A: Sick Leave

1. An employee shall be granted eleven (11) days cumulative sick leave per year for his/her first through nineteenth year of service in the district. Employees shall be granted fourteen (14) cumulative sick days per year starting with their twentieth (20) year of service in the district. Unused sick leave shall accumulate to three hundred eighty (380) days. Additional days may be accumulated as per Section E of this Article. Sick leave may be taken in quarter day increments with 2 consecutive periods serving as one quarter. Unused sick leave shall accumulate to three hundred eighty (380) days. Additional days may be accumulated as per Section E of this Article. Sick leave may be taken in quarter day increments with 2 consecutive periods serving as one quarter.
2. Sick leave shall be interpreted to mean personal illness, quarantine at home, or illness or death in the family or household, or birth, adoption, or placement for adoption.
3. For personal illness beyond the limits of cumulative sick leave provision, an employee may be granted a temporary leave of absence for one year or less if requested before the cumulative sick leave expires. The Board may extend the leave if the employee requests in writing before the end of the leave.
4. For requesting extended sick leave, the employee must request in writing with stated beginning and ending dates. For a leave of absence extending to the end of the current school year, the employee should notify the Board in writing of his/her intent to return to work thirty (30) days before the beginning of the following school year. An employee who has been on leave for more than sixty (60) school attendance days and returns to work under provisions of this agreement, shall be placed in a position for which the employee is qualified. There shall be no guarantee of regaining the employee's previous specific assignment.
5. Employees electing the Family Medical Leave Act 1993 (FMLA) will be charged with District sick leave which will run concurrently. Family Medical Leave days may extend sick leave if Family Medical Leave is more than accumulated sick leave.

Section B: Bereavement

1. Employees shall have the right to three (3) bereavement days per incident for use in the event of a death in the immediate family of an employee. "Immediate family" shall

mean the employee's spouse, domestic partner, son, daughter, mother, father, brother, sister, corresponding in-law or step relation, grandfather, grandmother, grandchild, great-grandparents, great-grandchildren, legal guardians, and any person for whom the employee is legal guardian.

Section C: Jury Duty/Subpoena

1. Any employee called for jury duty shall be paid his/her full salary for such time and suffer no loss of benefits of contractual advantage provided the employee reimburses the Board for compensation received other than food and travel.
2. Any employee subpoenaed on behalf of the district during working hours shall be paid his/her full salary for such time and suffer no loss of benefits of contractual advantage provided the employee reimburses the Board for compensation received other than food and travel. District is defined as current and/or prior students, staff and/or faculty. This will also cover events occurring during any school sponsored activity and/or events occurring on district property.

Section D: Association Business

1. The Board shall provide to the Association president or his/her designee two (2) days per school year of released time for the handling of Association business as deemed appropriate by the Association president. The District shall be reimbursed by the Association for the salary of the substitute employee. The Board is not responsible for mileage, lodging and meals of the president or his/her designee when dealing with Association business.

Section E: Leaves

1. A leave of absence may be granted to any employee for those purposes specified by the School Code of Illinois.
2. Any leave of absence for thirty (30) days or less will not require Board approval. Requests for all leaves shall be made in writing to the administration.
3. A leave of absence without pay for other purposes may be granted on an individual basis.
4. After the leave, the employee shall be reinstated into a position for which he/she is qualified.
5. Insurance benefits may be continued during the leave if paid by the employee.

Section F: Personal Business Leave

1. Each employee shall have available four (4) personal business leave days per school year

without loss of pay. Written or electronic application for such leave shall be made to the principal at least seven (7) calendar days prior to the desired leave. In case of an emergency, the employee shall make a verbal application to the supervisor as soon as possible. If time permits a written or electronic application for the emergency absence shall be made prior to departure. Otherwise, the application must be completed immediately upon the employee's return to work.

2. Personal business leave days may be denied if the request is to extend legal or school holidays and vacations, and any day or days within five school days of the opening or closing of school. If a person applies for extending a personal day attached to a holiday weekend, and is approved by administration, they would be charged a personal day.
3. Personal leave days may be used in half or full day increments. 2 consecutive periods serve as one quarter.
4. Any unused personal business leave days shall be accumulated as sick leave days at the end of the school year.

ARTICLE IX EMPLOYEE EVALUATION

The purpose of an evaluation is to improve educational services. This Article applies to all tenured and non-tenured employees, unless specifically stated to the contrary.

Evaluation

1. No later than the first day of student attendance, the administration shall provide a written notice (either electronically or paper) that an evaluation will be conducted in that school term to each teacher affected or, if the affected teacher is hired after the start of the school term, then no later than 30 days after the contract is executed. The notice shall be as provided for in 23 Illinois Administrative Code 50 Subpart B.
2. Tenured employees shall be formally evaluated at least once every two (2) years, unless the employee's previous evaluation rating was "needs improvement" or "unsatisfactory", in which case the employee must be evaluated in the year following receipt of said evaluation rating. Non-tenured employees shall be formally evaluated at least once each year. Evaluations in excess of these minimums may be conducted by the administration.
3. Tenured employees whose prior evaluation was either a "proficient" or "excellent" shall be observed at least two (2) times for each evaluation, at least one of which shall be a formal observation. Tenured employees whose prior evaluation was either a "needs improvement" or "unsatisfactory" shall be observed at least three (3) times in the school year following receipt of the "needs improvement" or "unsatisfactory" evaluation, at least two (2) of which shall be formal evaluations. Non-tenured employees shall be observed at least three (3) times for each evaluation, of which at least two (2) observations shall be formal.

4. Each formal observation shall consist of an observation of the teacher in his or her classroom for a minimum of 45 minutes at a time or one (1) class period or (1) lesson. The formal observation shall require a pre-conference meeting within seven school days prior to the observation. The administrator shall conduct a post conference meeting with the employee within ten (10) school days following any formal evaluation. All observations shall be reduced to writing on the District form and given to the employee within ten (10) school days of such observation. No formal observation will be conducted during the first ten (10) days of the school year or the last ten (10) days of the school year, the day before or after a holiday break, or the first day after the employee's absence of three (3) or more consecutive days.
5. The building evaluator shall meet with the employee within ten (10) school days (except in case of absence, illness, or otherwise mutually agreed upon causes), of completion of final observations to discuss and present the completed evaluation report to the employee for signature of the employee. The building evaluator will indicate on the evaluation form the employee's strengths, needs, and areas for improvement. Any written statement submitted by an employee within twenty (20) school days shall be attached to the evaluation report in the employee's personnel file.
6. If a tenured employee's evaluation is unsatisfactory, the District shall follow the School Code as it relates to remediation, and develop a remediation plan within thirty school days of completion of the evaluation designed to remediate the deficiencies. The plan shall require the participation by the employee deemed unsatisfactory, the building evaluator and a mutually agreed upon consulting employee (may be a teacher or an expert from outside district as provided by law). The written remediation plan will contain a description of the deficiencies, a plan designed to achieve identified expectations, the type of assistance to be provided, a system of monitoring performance, and timelines for completion. Employees placed on remediation will be evaluated by procedures deemed appropriate by the evaluator as required by law. The employee assumes the responsibility for the successful completion of remediation plan. Remediation shall not apply to non-tenured employees.
7. If a tenured teacher receives a performance evaluation rating of needs improvement, the District shall follow the School Code as it relates to a professional development plan, and develop a professional development plan within thirty school days of the needs improvement evaluation rating. The professional development plan shall be developed by the qualified evaluator in consultation with the teacher receiving the needs improvement rating and directed to areas in which the tenured teacher must improve, and shall take into account the teacher's regular teaching assignment, and include supports the district will provide to address performance areas needing improvement. The employee assumes responsibility for the successful completion of a professional development plan. The requirement for a professional development plan shall not apply to non-tenured teachers.
8. All observations of classroom teaching performance shall be conducted openly and with

the full knowledge of the employee. Nothing in the article shall be deemed to preclude unannounced observations.

ARTICLE X

PROFESSIONAL COMPENSATION AND SALARY PAYMENT REGULATIONS

Section A: Contracts

1. An annual statement will be issued to each employee stating salary placement, degree held and paid extra-duty assignment(s).

Section B: Salary Schedule

1. The salaries of employees covered by this Agreement are set forth in Appendix A, which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement and shall be based on a normal teaching assignment during a regular school year of not more than one hundred eighty (180) days.
2. Vertical credit on the salary schedule will be granted only for full-time TRS creditable service. Any employee currently receiving salary credit for experiences other than full time TRS creditable service will continue to receive such credit so long as he/she remains an employee of the District or an honorably dismissed employee subject to recall.

Section C: Payments on Behalf Of

1. From and out of the salary of the employee, the Board shall withhold and pay such percentage of the employee's salary as may be required by law to the Teachers' Retirement System (TRS) in the form of an employer-paid pension contribution. The purpose of such direct payment is to defer federal income taxation of such amount consistent with the provisions of 40 ILCS 5/16-152, et seq., Internal Revenue Code Section 414H(2) and tax opinions 81-35 and 81-36. In the event of an increase in the TRS required contribution level, the Board shall pay the increase out of the employee's salary set forth in the salary schedules attached. The Board will make a contribution in the amount of 0.35% of the employee's gross salary to the Retired Teacher Health Insurance. This payment will be included as salary for purposes of calculating TRS Salary but shall be excluded from taxable income as provided by IRS Rulings.

Section D: Extra Duties

1. For assigned extra duties the employee shall be paid as stated in Appendix B.

Section E: Health and Medical Insurance

1. The Board shall provide an individual employee's health insurance plan. The Board

shall pay 50% of the individual employee's monthly health insurance premium using the Egyptian Trust insurance's Gold Plan option as its standard plan. For example, if an employee should choose to take another option/plan provided by Egyptian Trust it is understood that the Board is responsible for 50% of the Plan B premium only. Therefore, an individual may choose to pay more (with a Plan A) or less (with a Plan C or HDHP) depending on the option/plan he or she chooses to enroll in. If the Association researches other insurance plans, it will present its findings and its decision to the Board.

2. If both husband and wife are employed by the District, the individual premiums may be applied toward the family plan.
3. The insurance selection committee shall consist of three (3) PEL staff personnel and two (2) members of the Board and the Superintendent. All recommendations must be approved by both the OEA Executive Board and the Board of Education prior to implementation.
4. The board shall provide an IRS 125 premium conversion plan for any employee wishing to enroll in such a plan.

Section F: Retirement Benefits

1. Unused sick leave shall be paid at a rate of fifteen (\$15.00) per day to any employee(s) retiring from the district through the Teacher Retirement Service, after ten (10) years or more service in this district, for all days in excess of any sick leave days that a teacher elects to use toward retirement. Any sick days not used towards retirement will be paid as a post retirement bonus not less than thirteen (13) days following the issuance of the employee's last creditable paycheck.
2. Any employee tendering an irrevocable letter for resignation to a Teacher Retirement System (TRS) Retirement program on a date certain in the future in conformance with the following conditions shall be eligible for a retirement incentive in up to each of his or her final three (3) years of teaching service subject to the following conditions:
 - A. The teacher shall have a minimum of ten (10) years of continuous full-time service in Oakland C.U.S.D #5 on the intended date of retirement.
 - B. The teacher shall be at least sixty years of age on or before December 31 of the year of retirement or will be at least fifty-five(55) years of age and will have at least thirty-five (35) years of creditable service and will not retire under the statutory Early Retirement Option.
 - C. The teacher shall have tendered to the Board a binding, irrevocable resignation for a date certain in the future. The teacher's notice may be given up to three (3) years prior to retirement or by April 1st during the school year preceding the school year of retirement. The pre-retirement period may be one (1), two (2), or three (3) years

in length depending upon the date the letter of resignation is received by the Board and the specified date of retirement.

“TRS creditable earnings,” wherever that phrase is used in the entirety of this provision (Retirement Incentive Award Payment), shall mean total TRS creditable earnings including pension payment.

This agreement presumes the teacher will fully perform all his or her duties during the term of this agreement. Any reduction in teaching performance (dock days or leave of absence without pay, for example) during the term of this agreement shall result in a corresponding reduction in salary or benefit amount.

In exchange for the teacher’s binding, irrevocable resignation on a date certain, the District agrees to remove the teacher from the salary schedule and for each year of eligibility, the teacher’s TRS creditable earnings will be increased by six percent (6%) over the teacher’s TRS creditable earnings for the prior year of employment except as otherwise provided herein.

Examples:

A teacher applies for the award one year before retirement. The teacher’s TRS creditable earnings for 2006-2007 were \$40,000. The teacher’s final TRS creditable earnings (2007-2008) will be \$42,400 ($\$40,000 \times 1.06 = \$42,400$)

A teacher applies for the award two years before retirement. The teacher’s TRS creditable earnings for the 2006-2007 school year were \$40,000. The teacher’s first year TRS creditable earning will be \$42,400 ($\$40,000 \times 1.06$). The teacher’s second year TRS creditable earnings will be \$44,944 ($\$42,400 \times 1.06 = \$44,944$).

If a teacher has an extra duty obligation at the commencement of the retirement incentive program and ceases to perform those services during the retirement incentive program period, the calculation of the teacher’s six percent (6%) increase shall be reduced by the amount of the extra duty compensation.

Example:

A teacher applies for the award two years before retirement. The teacher’s creditable earnings for the 2006-2007 school year were \$40,000. The teacher’s first year creditable earnings will be \$42,400 ($\$40,000 \times 1.06 = \$42,400$). The teacher ceases to perform an extra duty assignment in his or her second year of employment for which he or she would have been paid \$2,000 (TRS creditable earnings). The teacher’s final year creditable earnings will be \$42,944 ($\$42,400 \times 1.06 = \$44,944 - \$2,000 = \$42,944$).

Once an irrevocable letter of retirement is submitted, the employee will not be assigned, nor may an employee apply for or assume any additional duty (extra duty or additional

work hours, days, weeks or months) that would increase the employee's TRS gross income above the six percent (6%) provided for herein.

If a teacher fails to complete the pre-retirement period, leaves the District prior to the designated retirement date or otherwise retires under the statutory Early Retirement Option causing the District to have to pay a penalty or other monies not contemplated herein to TRS, the District shall be entitled to damages for breach of contract against the teacher in an amount equal to the retirement award payment received by the teacher, including tax and retirement withholdings. Under complete reimbursement of such amount to the District, the teacher shall be entitled to any general wage increase that would have been applicable during the pre-retirement period.

In no event will a teacher subject to this provision receive an increase in any year covered by this provision of TRS creditable earnings in excess of six percent (6%) of the prior year's TRS creditable earnings.

Status quo in the event of a change in the law or a rules change or interpretation by TRS subsequent to the incorporation of this provision into any contract shall be compliance with this provision (to the extent possible without penalty or additional cost to the District) but under no circumstances shall status quo be interpreted to require the District to incur any assessment or penalty not contemplated by the parties at the time this provision was bargained. No penalty of any kind except as expressly and explicitly provided for herein was contemplated by the parties at the time this provision was bargained. If and when bargaining begins pursuant to a demand to bargain (resulting from a change in the law, rules change or interpretation by TRS) and if and when no agreement can be reached on the issue, the employer shall not be required to distribute any monies in a fashion that would result in any increased cost to the District due to a TRS assessment or penalty resulting from the change in the law or a rules change or interpretation by TRS or legislative change beyond the negotiated contribution amount paid on behalf of the employee (9% of creditable earnings up to 106% of the previous year's TRS gross; all as permitted without penalty) including any incentive amount that would not result in additional assessment or penalty.

Section G: Long-Term Employee Movement Across the Salary Schedule

1. Any full-time employee off the salary schedule who receives hours of education which otherwise would move him/her across the salary schedule will be compensated in a manner reflecting BS +8, BS + 16, BS +24, MS, MS +8, MS +16, OR MS + 24.

Section H: Educational Increments

1. To qualify for educational advancement on the salary schedule, the hours earned must be pursuant to one of the following:
 - A. Courses taken toward a first or second advanced degree in education of a field of study related to the teaching assignment. Evidence of admission to the graduate school of an accredited North Central Association of Secondary Schools and

Colleges, or a regional equivalent, and an Illinois Teacher Training Institution, or one which the State Board of Licensure has a reciprocity agreement, with a signed graduate plan from the appropriate department chairperson must be submitted with the complete course of study plan prior to increments being earned. Credit for a second earned unique masters degree shall be given on the Advanced PEL column.

- B. Courses taken in another area of teaching endorsement. A statement of courses needed to qualify for the new endorsement from the Educational Service Region (ESR) would document the courses/hours.
- C. Graduate courses, or undergraduate courses with the approval of the superintendent, taken in content area of endorsement to maintain currency of knowledge in the discipline.
- D. Courses not a part of the employee's graduate program taken in an area or qualifications needed by the school district as requested by the superintendent shall earn full increments shown in the salary schedule.

Section I: Educational Benefit

1. Continuing Education Benefit: Upon completion of a graduate course(s) or undergraduate courses that are directly related to the School Improvement Plan of three (3) semester credit hours or a maximum of six (6) semester credit hours during each year of this Agreement, an employee's salary shall be augmented according to the following:

BS Area on Schedule

\$50 for three (3) graduate hours or undergraduate hours (not leading to MS).

\$150 for three (3) graduate hours (in a program leading to a MS degree or another area of endorsement).

\$250 for three (3) graduate hours plus tuition paid in endorsement area requested by the Board or superintendent.

MS Area on Schedule

\$150 for three (3) graduate or undergraduate hours.

\$250 for three (3) graduate hours (in a program leading to an advanced degree or a new area of endorsement).

\$250 for three (3) graduate hours plus tuition paid in endorsement area requested by the Board or superintendent.

2. Compensation will occur at the end of each successfully completed semester, providing proof of completion and passing grade (official transcript) are provided to the District Superintendent within forty-five (45) days after the semester ends.

Official transcripts must be received on or before the 1st day of the month for which

compensation is expected.

For example; if the semester ends in December – compensation will be no later than the following February pay date; if the semester ends in May – compensation will be no later than the following July pay date; if the semester ends in June – compensation will be no later than the following August pay date; if the semester ends in July – compensation will be no later than the following September pay date; if the semester ends in August – compensation will be no later than the following October pay date.

3. Movement on the salary schedule, based on completed coursework (official transcript), will occur with the first paycheck of the following school year.

Section J: Pay Dates

1. There shall be two pay dates per month the last business day on or before the 15th and the last business day of the month.
2. Employees may request changes in their payroll deductions by written request to the superintendent on any work day to become effective on the first pay day at least thirty days after the superintendent's receipt of said notice.

Section K: Monthly Increments

1. The employee shall have the option of drawing his/her salary in either nine (9) or twelve (12) equal monthly increments. The superintendent's office must be notified in writing before the end of the day of the first student attendance day of the new school year which option each employee has chosen.

Section L: Termination Pay

1. An employee terminating employment with the Board shall be paid in a lump sum all monies earned and due him/her on the next regular pay day following his/her last day of employment upon written request, except as otherwise required by law.

Section M: Ticket Sales and Concession Work

1. PEL employees shall be allowed to sign-up for ticket sales and concession work prior to other employee(s) or non-employee(s).

ARTICLE XI GRIEVANCE PROCEDURE

Section A: Definition

1. Any claim by the Association or an employee that there has been an incidence of a violation, misinterpretation, or misapplication of the terms of this Agreement shall be a "grievance". A grievance must be initiated within ten (10) school days, as defined in this Section, of the occurrence of an alleged violation, misinterpretation or misapplication of the terms of this Agreement or within ten (10) school days of the date the grievant should have known or a reasonably observant person would have been aware of the alleged violation, misinterpretation, or misapplication of the terms of this Agreement. Failure of an employee or the Association to act on any occurrence within the time limits in this Article shall prohibit any action or continuing action on the grievance.
2. Time Limit — the number of days provided in this Article for required action to take place. Days counted will be days school is in session, excluding interrupted days by weather or days school is canceled. If the final day of the time limit occurs on Saturday, Sunday or a holiday break, the school day following will be considered the final day of the time limit.
3. Supervisor — the administrator immediately in-charge with the responsibility of the job activity in which the employee is performing.

Section B: Grievance Representative and Committee

1. Upon certification of grievance representatives by the Association, the Association shall report the selection to the superintendent. The Board shall recognize such representative(s). At least one (1) Association representative shall be present at any meeting, hearing, appeal, or other proceeding relating to a grievance which has been formally presented. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the supervisor and having the grievance adjusted without intervention of the Association, provided the Association has been notified and the adjustment is not inconsistent with the terms of this Agreement.

Section C: Formal Grievance Procedure

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

STEP I. The employee, or the Association if requested, may present the grievance in writing within ten (10) school days of the alleged event to the first supervisor immediately involved who shall arrange for a meeting to take place within ten (10) school days after receipt of the written filed grievance. The Association's representative, the aggrieved employee, and the immediately involved supervisor shall be present for the meeting. The supervisor shall provide a written response, including the reasons, to the grievance to the aggrieved employee and the Association ten (10) school days after the meeting is concluded. The meeting may be recessed to a date certain by either party.

STEP II. If the grievance is not resolved in STEP I, then the aggrieved employee or the Association may refer the grievance to the superintendent within five (5) school days after receipt of the supervisor's written decision. Within five (5) school days after the receipt of the grievance, the superintendent shall arrange a meeting to be held within ten (10) school days of filing of the grievance with the superintendent with the aggrieved employee, the Association representative, and the supervisor. Each party shall have the right to include witnesses and counselors it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the meeting, the superintendent shall provide a written decision to the grievance including reasons within ten (10) school days to the grievant and the Association. The meeting may be recessed to a date certain by either party.

STEP III. If the grievance is not resolved satisfactorily at STEP II or the time limits expire without the issuance of the superintendent's written reply, the Association may submit the grievance to binding arbitration through the American Arbitration Association. If the demand for arbitration is not filed within thirty (30) school days of the date for the STEP II written response, then the grievance shall be deemed withdrawn. The arbitration proceeding may be conducted by an arbitrator who is mutually selected by both parties under the rules of the American Arbitration Association.

1. Neither the Board nor the Association shall be permitted to assert any grounds or evidence before the arbitrator which has not previously been disclosed to the other party.
2. The arbitrator shall have no power to alter the terms of this Agreement.
3. The arbitrator is empowered to include in any award other remedies as he/she judges to be proper.
4. Each party shall bear the full costs for its representation in the arbitration. The cost for the arbitrator and the American Arbitration Association shall be divided equally between the Board and the Association.
5. If either party requests a transcript of the proceedings, that party shall bear full costs for that transcript. If both parties order a transcript, the cost of the two (2) transcripts shall be divided equally between the Board and the Association.

Section E: Modified Formal Grievance Procedure

1. If the Association and the superintendent agree, Step I of the grievance procedure may be bypassed and the grievance brought directly to Step II.

Section F: Class Action

1. A class grievance involving one or more employees may be initially filed by the Association at Step II.

Section G: Right of Employee and Association Representative

1. The Board acknowledges the right of the Association's grievance representative to participate in the processing of a grievance at any level, and no employee shall be required to discuss any grievance if the Association's representative is not present.

Section H: Association's Right to State Views

1. When an employee is not represented by the Association, upon its request, the Association shall have the right to have its representative present to state its views at any stage of the grievance procedure.

Section I: Cooperation

1. All parties to this Agreement shall cooperate in the investigation of any grievance.

Section J: Separate File

1. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

Section K: Withdrawal

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

Section L: Grievance Report Form

1. The grievance report form is set forth in Appendix C, which is attached to and incorporated in this Agreement.

**ARTICLE XII
SEPARABILITY**

Provisions — Contrary to Law

If any provision of this Agreement or any application of this Agreement to any employee or

to any group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.

It is further agreed that on receipt of notification of such findings by any court of competent jurisdiction, negotiations shall commence for the purpose of reaching agreement on the affected matter at a mutually agreeable time.

ARTICLE XIII MEDIATION

All understandings, awards, and/or agreements reached and ratified under this procedure shall be reduced to writing, signed by each party, and made a part of this collective bargaining agreement.

Either party may request the assistance of mediation from the Federal Mediation and Conciliation Service at any time within ninety (90) days prior to expiration of this Agreement. Should FMCS be unavailable, the parties shall immediately commence discussions as to a replacement. In the event that the parties cannot agree upon a replacement, the Illinois Educational Labor Relations Board shall be notified.

Each party shall bear its own cost if impasse is declared.

ARTICLE XIV EFFECT OF AGREEMENT

Section A: Complete Understanding

1. The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. The terms and conditions may be modified only through the written mutual consent of the parties.

Section B: Board Policy

1. The Board shall not establish policy to countermand specific provisions of this Agreement.

Section C: Management Rights

1. The Board has the responsibility and authority to manage and direct all operations and activities of the school district to the full extent authorized by the laws and constitution of the State of Illinois and the United States provided that such rights and responsibilities shall be exercised in conformity with the provisions of this Agreement.

Section D: Maintenance of Standards

- 1. This Agreement terminates and supersedes those past practices, agreements, procedures, traditions, and rules or regulations inconsistent with any matters covered herein. However, other existing policies, rules, regulations, practices, and procedures affecting conditions of employment and management shall remain in effect.

Section E: No Strike

- 1. The Association agrees that it will not, during the period of this Agreement, engage in a strike or slowdown of services against the Board.

Section F: Agreement and Individual Contract

- 1. Any individual contract between the Board and an individual employee heretofore or hereafter executed shall be subject to and consistent with the terms of this Agreement.

Section G: Terms of Agreement

- 1. This Agreement shall be effective August 11, 2021, and shall continue in effect until August 10, 2024. This Agreement shall expire at such expiration date unless it is extended for a specific period or periods by mutual written agreement of the parties or is replaced by a Successor Agreement.

This Agreement is signed this ____ day of February, 2022.

For the Oakland Education Association
IEA/NEA

For the Board of Education
Oakland CUSD #5

President

President

Secretary

Secretary

A signed copy of this agreement is located in the Oakland CUSD #5 Office.

MEMORANDUM OF AGREEMENT
EVALUATION PLAN UNDER THE PERFORMANCE EVALUATION REVIEW ACT
(PERA)

- A. By no later than February 1, 2013, the parties shall convene a committee for the purpose of preliminary development of an evaluation plan for tenured and non-tenured teachers which incorporates the use of data and indicators on student growth as a significant factor in rating teaching performance. The committee shall consist of ten (10) members composed of an equal number of members representing the Board and the Association. The Board and the Association may bring additional consultants or personnel to Committee meetings, but such individuals shall not participate in the decision-making process.

- B. By no later than 180 calendar days prior to the first student attendance day of the PERA implementation date applicable to the district, the parties shall convene a PERA Committee for the purpose of attempting to reach an agreement on an evaluation plan for tenured and non-tenured teachers which incorporates the use of data and indicators on student growth as a significant factor in rating teaching performance. The PERA Committee shall consist of ten (10) members composed of an equal number of members representing the Board and the Association. The Board and the Association may bring additional consultants or personnel to Committee meetings, but such individuals shall not participate in the decision-making process. If, within 180 calendar days of the PERA committee's first meeting, the committee does not reach agreement on the plan, then the district shall implement the model evaluation plan established by the Illinois State Board of Education as set forth in 105 ILCS 5/24A-4 and 24A-7.

- C. The committees set forth in paragraphs A and B herein will, in good faith cooperation, incorporate the use of data and indicators on student growth as a significant factor in rating teaching performance into its evaluation plan for all teachers. However, nothing in this agreement shall make decisions on the use of data and indicators on student growth as a significant factor in rating teaching performance mandatory subjects of bargaining under the Illinois Educational Labor Relation Act that are not currently mandatory subjects of bargaining under the IELRA.

- D. Nothing prohibits individuals appointed by the Association or the Board from serving on either or both of the committees set forth herein. It is the intent of the Association and the Board that the committee set forth in Section A of this MOA will dissolve upon the PERA committee set forth in Section B convening, and the PERA committee will dissolve upon adoption of an evaluation plan incorporating data and indicators on student growth as a significant factor in rating teacher performance as further defined in Paragraph B, Article 24A of The School Code, and all related administrative rules.

APPENDIX A

Included in Appendix A are the base salaries for each of three years, 2021-2022, 2022-2023, and 2023-2024. Daily pay is determined by dividing the base pay by the number (180) of paid work days in the school calendar.

2021-2022 Salary Schedule

	BS	BS+8	BS+16	BS+24	MS	MS+8	MS+16	MS+24
1	39,124	40,001	40,885	41,769	42,886	44,002	45,116	46,233
2	39,794	40,688	41,586	42,485	43,622	44,756	45,892	47,027
3	40,379	41,285	42,199	43,110	44,263	45,416	46,565	47,718
4	40,875	41,791	42,715	43,639	44,805	45,972	47,136	48,302
5	41,275	42,200	43,132	44,063	45,242	46,419	47,596	48,774
6	41,679	42,614	43,555	44,496	45,686	46,874	48,045	49,249
7	42,084	43,026	43,977	44,926	46,129	47,329	48,527	49,729
8	43,015	43,966	44,912	45,861	47,062	48,262	49,466	50,665
9	43,952	44,901	45,846	46,799	47,999	49,198	50,401	51,603
10	44,887	45,835	46,780	47,732	48,932	50,134	51,336	52,536
11	45,824	46,770	47,721	48,670	49,870	51,070	52,270	53,473
12	46,757	47,707	48,652	49,603	50,806	52,007	53,207	54,407
13	47,696	48,640	49,593	50,541	51,741	52,944	54,142	55,346
14	48,756	49,705	50,653	51,603	52,802	54,005	55,203	56,409
15	49,818	50,767	51,717	52,704	53,863	55,068	56,266	57,467
16	50,877	51,830	52,776	53,724	54,925	56,130	57,329	58,531
17					55,991	57,191	58,393	59,590
18					57,115	58,316	59,516	60,719
19					58,237	59,439	60,640	61,839
20					59,428	60,630	61,830	63,028

2022-2023 Salary Schedule

	BS	BS+8	BS+16	BS+24	MS	MS+8	MS+16	MS+24
1	40,297	41,201	42,111	43,022	44,173	45,322	46,470	47,620
2	40,988	41,909	42,834	43,760	44,930	46,098	47,268	48,438
3	41,590	42,524	43,465	44,403	45,591	46,778	47,962	49,149
4	42,101	43,045	43,997	44,948	46,149	47,351	48,550	49,751
5	42,513	43,466	44,426	45,385	46,599	47,812	49,024	50,237
6	42,929	43,893	44,861	45,831	47,056	48,280	49,487	50,727
7	43,346	44,317	45,296	46,273	47,512	48,748	49,983	51,221
8	44,305	45,285	46,259	47,237	48,474	49,710	50,950	52,185
9	45,271	46,248	47,222	48,203	49,439	50,674	51,913	53,151
10	46,234	47,210	48,183	49,164	50,400	51,638	52,876	54,112
11	47,198	48,173	49,153	50,130	51,366	52,603	53,839	55,078
12	48,160	49,138	50,112	51,091	52,330	53,567	54,803	56,039
13	49,127	50,099	51,081	52,057	53,293	54,532	55,766	57,006
14	50,219	51,196	52,173	53,151	54,386	55,625	56,859	58,101
15	51,313	52,290	53,269	54,285	55,479	56,720	57,954	59,191
16	52,403	51,830	54,359	55,335	56,572	57,814	59,049	60,287
17					57,671	58,906	60,145	61,377
18					58,828	60,065	61,302	62,540
19					59,984	61,222	62,459	63,694
20					61,211	62,449	63,685	64,919

2023-2024 Salary Schedule

	BS	BS+8	BS+16	BS+24	MS	MS+8	MS+16	MS+24
1	41,506	42,437	43,375	44,312	45,498	46,681	47,864	49,048
2	42,218	43,166	44,119	45,073	46,278	47,481	48,686	49,891
3	42,838	43,800	44,769	45,735	46,959	48,182	49,401	50,624
4	43,364	44,336	45,316	46,297	47,534	48,772	50,006	51,243
5	43,789	44,770	45,759	46,747	47,997	49,246	50,495	51,744
6	44,217	45,209	46,207	47,206	48,468	49,729	50,971	52,249
7	44,647	45,646	46,655	47,661	48,938	50,211	51,483	52,758
8	45,634	46,643	47,647	48,654	49,928	51,201	52,478	53,750
9	46,629	47,635	48,638	49,649	50,922	52,194	53,470	54,746
10	47,621	48,626	49,628	50,639	51,912	53,187	54,463	55,736
11	48,614	49,619	50,627	51,634	52,907	54,181	55,454	56,730
12	49,604	50,612	51,615	52,624	53,900	55,174	56,447	57,720
13	50,601	51,602	52,614	53,619	54,892	56,168	57,439	58,717
14	51,725	52,732	53,738	54,746	56,018	57,294	58,565	59,844
15	52,852	53,858	54,867	55,914	57,143	58,422	59,692	60,967
16	53,975	53,384	55,990	56,996	58,270	59,548	60,820	62,095
17					59,401	60,674	61,949	63,219
18					60,593	61,867	63,141	64,416
19					61,784	63,059	64,333	65,605
20					63,047	64,322	65,595	66,866

2021-2022, 2022-2023, and 2023-2024 Employees Off of the Salary Schedule

Employees who have advanced beyond the salary schedule will receive a 3.25% increase to gross wages for each of the 2021-2022 and 2022-2023 contract years, and a 3% increase to gross wages for the 2023-2024 contract years.

APPENDIX B – Extra Duty Stipends

Included in Appendix B are additional duties performed in addition to regular teaching duties and generally performed outside the regular school day. The number following in the duty title in parenthesis is the number of assigned paid positions, each to be paid the stipend indicated. When the assignment of the extra duty has been made before September 1, the extra duty stipend will be added to the base annual salary.

Duties and pay of an extra duty are not to be shared except as approved by the Board. If Board policies do not provide for an assistant because of numbers required, the head of the activity will not be paid an assistant's stipend in addition to the head stipend.

Additional positions may be established on an annual basis if student participation warrants. The Board reserves the right to refrain from appointment to additional duties or extended contracts.

	2021-2022	2022-2023	2023-2024
Athletic Director			
Athletic Director	8309	8558	8815
HS Head Coaches			
Football	5091	5244	5401
Boys' Basketball	5091	5244	5401
Girls' Basketball	5091	5244	5401
Volleyball	5091	5244	5401
Golf	1777	1830	1885
Track	1653	1703	1754
Cheerleading (FB&BB)	2388	2459	2533
Dance	1574	1621	1670
HS Assistant Coaches			
Asst. Football (2 positions)	2921	3009	3099
Asst. Boys' Basketball	2921	3009	3099
Asst. Girls' Basketball	2921	3009	3099
Asst. Volleyball	2921	3009	3099
JH Head Coaches			
Baseball	3048	3139	3233
Boys' Basketball	3809	3923	4041
Girls' Basketball	3809	3923	4041
Volleyball	3809	3923	4041
Track	1653	1703	1754

JH Assistant Coaches

Baseball	1147	1182	1217
Boys' Basketball	1147	1182	1217
Girls' Basketball	1147	1182	1217
Volleyball	1147	1182	1217
Track	497	512	528
Cheerleading (BBB)	1546	1592	1640

Academics - HS

Art Club	391	403	415
Band/Chorus	2305	2374	2446
Business Club	391	403	415
Ecol./Environ./JH Ecol	1412	1454	1498
Industrial Arts	745	767	790
Math Club	391	403	415
Musical Director	998	1028	1059
NHS Advisor	1412	1454	1498
Scholastic Bowl	1497	1541	1588
Social Science	745	767	790
Student Council	745	767	790
Tech. Coordinator	5650	5819	5994
WYSE Team	391	403	415
Yearbook	1451	1495	1540

Academics - JH

Student Council	346	356	367
Scholastic Bowl	811	835	860

Sponsors

6th Grade (2 positions)	166	171	176
7th Grade (2 positions)	166	171	176
8th Grade (2 positions)	166	171	176
Freshman Class (3 positions)	255	263	271
Sophomore Class (3 positions)	255	263	271
Junior Class (3 positions)	642	661	681
Senior Class (3 positions)	385	397	409

Unit

BB/VB Concession	40	41	43
FB Concessions (3 positions)	45	47	48
Saturday School	33/hour	34/hour	35/hour
Ticket Seller	35	36	37
Schol. Bowl Moderator	35	36	37
Schol. Bowl Score/TimeKpr	35	36	37
Fball, Vball, Bball Clock	35	36	37
Bball, Vball Bookkeeper	35	36	37
Volleyball Libero Tracker	35	36	37

Extended Contract

Counselor	9.5 months
Ag/FFA	10 months
FCCLA Advisor	10 months

APPENDIX C

GRIEVANCE FORM

**Oakland Education Association-IEA/NEA
Oakland Community Unit School District 5**

Employee/Grievant Name _____ Date _____

Or Association Grievance; Yes _____ Authorized Signature of OEA Representative _____

Specific Section of Agreement of Alleged Violation _____

Nature of Grievance _____

Relief Sought _____

Signature of Employee/Grievant _____ Date _____

Informal Reply to Conference _____

Supervisor's Signature _____ Date of Informal Conference _____

Reply Acceptable _____ Unacceptable _____ Date _____

(Signature)

(Signature)

Filed Written Grievance to Step I _____ Date _____

GRIEVANCE FORM (Continued)

Supervisor's Reply at Step I _____

Supervisor's Signature _____ Date _____

Reply Acceptable _____ Unacceptable _____ Date _____
(Signature) (Signature)

Appealed to Step II _____

Superintendent's Reply to Step II _____

Superintendent's Signature _____ Date _____

Reply Acceptable _____ Unacceptable _____ Date _____
(Signature) (Signature)

Appealed to Arbitration, Step III _____ Date _____
(Signature)

All Parties May Reference Attached Sheets If More Convenient.

Arbitrator's Decision to Be Attached.