

AGREEMENT BETWEEN

OAKDALE C. C. ELEMENTARY DISTRICT 1

AND

OAKDALE EDUCATION ASSOCIATION - IEA - NEA

FOR THE SCHOOL YEARS

2007-2008

2008-2009

2009-2010

2010-2011

TABLE OF CONTENTS

ARTICLE I	RECOGNITION
ARTICLE II	NEGOTIATIONS
ARTICLE III	GRIEVANCE PROCEDURE
ARTICLE IV	ASSOCIATION RIGHTS
ARTICLE V	CERTIFIED EMPLOYEE'S WORKING CONDITIONS
ARTICLE VI	SUPPORT EMPLOYEE'S WORKING CONDITIONS
ARTICLE VII	LEAVES
ARTICLE VIII	SALARY AND FRINGE BENEFITS
ARTICLE IX	TEACHER EVALUATIONS
ARTICLE X	EFFECT OF AGREEMENT
	MEMORANDUM OF UNDERSTANDING AND SUPPLEMENTAL AGREEMENTS
APPENDIX A	2007-2011 SALARY SCHEDULE
APPENDIX B	2007-2011 CUSTODIAN AND COOK SALARY SCHUDULE

ARTICLE I RECOGNITION

- 1.1 The Board of Education of Oakdale C.C. Elementary District 1, Oakdale, Illinois, is hereinafter referred to as the "Board". The Oakdale Education Association-IEA-NEA, hereinafter referred to as the "Association" has been certified as the exclusive and sole negotiating agent for all certified and educational support personnel except for the Superintendent and administrative secretary/bookkeeper.
- 1.2 The Board agrees not to negotiate with any employee individually for the duration of this agreement on matters subject to negotiations according to Rules and Regulation of the Illinois Educational Labor Relations Act.

ARTICLE II NEGOTIANS PROCEDURE

- 2.1 It is agreed that the parties will jointly defer mediation from the Illinois Educational Labor Relations Board if a contract has not been reached fifteen (15) days prior to the first day of pupil attendance, unless the parties have, prior to that time, mutually agreed to mediation or deferral of mediation. The Federal Mediation and Conciliation Service will be requested to mediate if mediation is to occur.

ARTICLE III GRIEVANCE PROCEDURE

- 3.1 A grievance shall be defined as any claim in writing by the association or any member of the collective bargaining unit that there has been a violation, misrepresentation, or misapplication of the terms of this agreement.

- 3.2 All time limits in this Article shall consist of school days, except when a grievance is submitted fewer than ten (10) days before the close of the current school term. Then time limits shall consist of all week days.
- 3.3 The parties hereto acknowledge that it is usually desirable for an employee and the administration to resolve problems through free and informal communications. If, however, the informal process fails to resolve a problem, a grievance may be processed as follows:
- 3.3.1 Step 1: The employee shall present the grievance in writing to the administrator within ten (10) days of the violation, misrepresentation, or misapplication of the terms of this agreement. The administrator will arrange for a meeting to take place within ten (10) days of the receipt of the written grievance. The grievant and the administrator shall be present at the grievance meeting and a representative of the association may be present. The parties shall review the grievance and seek a resolution. Within ten (10) days of the grievance meeting, the association and the grievant shall be provided with the administrator's written response.
- 3.3.2 Step 2: Failing to reach an amicable resolution at Step 1, the association or the grievant may request a hearing on the grievance with the Oakdale Board. The request for a Step 2 hearing with the Board must be submitted to the Board President within ten (10) days of the administrator's written response to Step 1, or the grievance shall be deemed to have been withdrawn. Within twenty (20) days of the request for a hearing, the Board shall commence a meeting to hear the issue. An Association representative, the grievant, and the administration and Board representative shall be present at the hearing. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary. Within fifteen (15) days of the hearing, the Association shall be provided with the board's written response, including the reasons for the decision.
- 3.3.3 Step 3: If the grievant or the Association are not satisfied with the disposition of the

grievance at Step 2, the grievant may submit the grievance to 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 Step 2 written response, the grievance shall be deemed withdrawn. The arbitrator shall not amend, modify, or add to the provisions of this Agreement. The Arbitrator's authority shall be strictly limited to deciding the issues submitted in writing by the Board and the employee. Should the decision of the Arbitrator become subject to review in the courts, the matter shall be filed in the Circuit Court of Washington County. The Arbitrator's determination of the facts may not be set aside unless against the manifest weight of the evidence. His determination of the law may not be set aside unless it has been misapplied in the particular circumstances of this specific decision.

- 3.4 If no written decision has been rendered within the time limits indicated in each step, the grievance may proceed to the next step.

ARTICLE IV ASSOCIATION RIGHTS

- 4.1 The President of the Association or the President's designee shall be given written notice of all regular and special meetings of the Board, together with a copy of the agenda or statement of purpose of each meeting, at least twenty-four (24) hours prior to the scheduled time of the meeting. If less than twenty-four (24) hours, the Association shall be notified at the same time and in the same manner as are the Board members.
- 4.2 The Board agrees to furnish to the Association the annual budget report and annual financial report of the district without charge.

- 4.3 One (1) copy of all Board minutes and the monthly financial report shall be provided to the President and the Association within seven (7) school days after Board approval.
- 4.4 An Association representative shall be given copies of all materials not of confidential nature, as defined in the Illinois Open Meetings Act, presented during meetings of the Board.
- 4.5 Dues Deduction: The Board shall deduct from each employee's pay the current state and national dues of the Association provided the employee has authorized such deductions. Dues shall be deducted each month for a period of nine (9) months, September through May. The administrator shall provide a check in the amount of the deductions made payable to the Oakdale Education Association-IEA-NEA to the Secretary-Treasurer of the Association no later than ten (10) days after the deduction. No charge shall be made to the Association or any of its members for the performance of this.
- 4.6 The Association shall have the right to hold general membership meetings for the Association business in the school building with prior approval of the building principal. The Association shall also be allowed reasonable use of typewriters, duplicating machines, and copiers.

ARTICLE V CERTIFICATED EMPLOYEES WORKING CONDITIONS

- 5.1 The teacher's normal work day shall be from 8:00 AM until 3:40 PM. Teachers shall be available as necessary to perform their professional duties and if necessary, extend their work day.
- 5.2 Teachers may be required to attend after-school faculty meetings, provided such meetings are announced no fewer than seventy-two (72) hours in advance to full-time employees and forty-eight (48) hours in advance to part-time employees, except in cases of an emergency.
- 5.3 During each work day, teachers shall be granted a thirty (30) consecutive minute lunch period between the hours of 11:30 AM and 12:30 PM.

5.4 Teachers may leave ten (10) minutes after the students have dismissed on early dismissal days and on Fridays or until every student under their care has left the building. During the last three (3) days of school students will be dismissed at 2:15 PM and the teachers shall be free to leave at the completion of their work duties.

5.5 Teachers shall be assured thirty (30) consecutive minutes of preparation time each work day.

5.6 A teacher anticipating retirement may elect to notify the Board up to four years in advance in order to receive a six percent (6%) increase per year over their creditable earnings, as defined by TRS, for the prior year. This increase is in lieu of increases on the regular salary schedule which is attached as Appendix A. Such election shall be made by giving the Board written notice of retirement by September 30 of the school year that the teacher desires to begin receiving the six percent (6%) increase. The notice of retirement shall be irrevocable and shall give the anticipated date of retirement. The six percent (6%) shall be calculated on the teacher's salary for the previous year along with the additional \$1000.00 insurance benefit (see section 8.9). The Board at its discretion may allow a teacher to rescind a notice of retirement providing the teacher and Board agree upon terms for the teacher to reimburse the extra compensation received as a result of the planned retirement. I.e. A teacher makes \$30,000.00 for the 2006-07 school years and notifies the Board of their intent to retire at the end of the 2010-11 school years. The teacher's salary shall then be as follows:

5.6.1 2007-08: $\$30,000.00 \times 1.06 = \$31,800.00$
2008-09: $\$31,800.00 \times 1.06 = \$33,708.00$
2009-10: $\$33,708.00 \times 1.06 = \$35,730.00$
2010-11: $\$35,730.00 \times 1.06 = \$37,874.00$

5.7 Section 5.6 is intended to maximize a teacher's retirement benefits without subjecting the Board to penalties for exceeding the six percent (6%) cap determined by TRS. In no event shall this Agreement be interpreted to cause a retiring teacher's salary to exceed the six percent (6%) cap determined by TRS. The teacher may accept

- extra-curricular assignment and other extra duties without payment or at a reduced payment to avoid exceeding the six percent (6%) cap.
- 5.8 The teacher's work year shall consist of no more than one hundred eighty (180) teacher attendance days consisting of one hundred seventy-six (176) pupil attendance days and four (4) institute days.
- 5.9 Teachers shall be allowed to leave the campus during their lunch period. Teachers leaving shall notify the office prior to leaving and upon their return to the school.
- 5.10 Should a teacher be required to assume the responsibility of head teacher in the absence of the principal, volunteers shall be sought.
- 5.11 School shall be dismissed at 2:00 PM the day before Christmas, Thanksgiving, Easter, and Spring Social vacation. Teachers may leave when students under their care have left the building.
- 5.12 Teachers shall not be required to sell tickets at sporting events held on Saturday.
- 5.13 During the week prior to the quarterly distribution of grade cards, school shall be dismissed at 2:00 PM on one (1) day to be specified by joint agreement of staff and administration.
- 5.14 Employees shall be notified of any change of assignment for the forthcoming school year no later than the last day of the current school year. After that date, grade level changes in assignment may only be made in case of extreme emergency. Any employee requesting a change in grade level assignment must do so in writing to the superintendent, no later than the last day of the current school year.
- 5.15 It shall be the sole responsibility of the administration to acquire a substitute in the event of the absence of a teacher.
- 5.16 A substitute teacher shall be called in case of the absence of any teacher, including at least one-half day for the music teacher.

- 6.1 The normal duties of the custodian and cook shall be as established in the District job description of the custodial duties currently in effect in the District. Any changes in the job description shall be subject to negotiations between the District and the Association.
- 6.2 The custodian may enter into specific agreements between their self and the District to perform extra work and jobs for the District which are outside of the normal duties for which they shall be compensated on an annual salary.
- 6.3 When outside organizations or groups rent and use the facilities of the District and the custodian is requested to avail their self to open, close, or perform extra cleaning duties over their regular tasks, they shall be compensated at the rate of \$7.50 per hour or minimum wage, whichever is highest.
- 6.4 Support employee's holidays shall be granted the following holidays if the holiday falls in the employee's scheduled work week: New Year's Eve, New Year's Day, Columbus Day, Martin Luther King Day, Veteran's Day, President's Day, Thanksgiving, Casmir Pulaski Day, Good Friday, Christmas Eve, Christmas Day, Memorial Day, July 4th, Labor Day. The custodian may be required to perform some regular duties on school holidays, depending upon weather conditions.
- 6.5 Employees who are required to work on a holiday and to perform more than some regular duties shall be paid at the rate of one and one half (1.5) times their regular rate.
- 6.6 The custodian shall be a ten (10) month employee and shall receive their annual rate of pay over twelve (12) months. The cook shall be a nine (9) month employee paid on an annual rate over nine (9) months. This rate shall include compensation for performing all duties related to the cafeteria as outlined in the current job description.
- 6.7 Ball practice held in the afternoon on a ball game shall end no later than 4:00 PM.

ARTICLE VII LEAVES

- 7.1 All employees shall be granted sick leave at the rate of ten (10) days per year. After five (5) years of service, employees shall be granted sick leave at the rate of twelve (12) days per year.
- 7.2 Certified staff may accumulate unused sick leave up to 340 days.
- 7.3 Employees who pay into IMRF may accumulate unused sick leave up to 180 days. (school code 25-6)
- 7.4 Three (3) days personal leave may be taken upon one (1) week prior request to the superintendent, except this may be waived in case of an emergency. Personal leave days may not be used the day before or the day after a three day weekend or the day before or the day after a holiday, except with prior approval of the superintendent. Unused personal leave shall be credited to as accumulated sick days.
- 7.5 An unpaid maternity leave of absence may be granted by the Board to any tenured employee for no more than one (1) year. The superintendent and teacher shall, one month before the leave is to begin, mutually agree on the date the leave shall begin. Said leave shall end only at the beginning of a school year or a school semester. Teachers on maternity leave shall notify the superintendent no less than thirty (30) days prior to the end of the leave period as to whether or not she will be returning to teach at the scheduled end of leave. Upon request to the employee, the superintendent may terminate the leave prior to the scheduled ending date.
- 7.6 Each certified staff shall receive three (3) professional leave days to be taken at their discretion. The superintendent shall be notified of intent to take professional leave no later than one week prior. Said days may be used to attend conferences, workshops, or visitation to other schools. The teacher will provide a written evaluation of the day's activity to the superintendent within a week of the above.

ARTICLE VIII SALARY AND FRINGE BENEFITS

- 8.1 Certified employees shall be compensated in accordance with the provisions of this Agreement and the salary schedule attached as Appendix A.
- 8.2 Teachers shall be paid on a twelve (12) month basis.
- 8.3 Educational support employees shall be compensated in accordance with the provisions of this Agreement and the salary schedules attached as Appendix B.
- 8.4 Employee pay days shall be the 10th and 25th of each month unless that date falls on a weekend. In this event, the pay date will be the last school day preceding the regular pay date. At such times as it may be necessary to mail a check to a teacher, the check shall be deposited in the U.S. mail on the regular pay date.
- 8.5 The Board shall make tax shelterable, each employee's contribution to the Illinois Teacher's Retirement program.
- 8.6 Any employee receiving ninety percent (90%) or less of the provisions set forth in the salary schedule for employees shall be by definition a part-time employee.
- 8.7 Retirement Pay: Teachers who retire shall receive extra compensation which shall be paid to the teacher no later than thirty (30) days following the Teacher's last regular pay check. This compensation shall equal ten (\$10) dollars for each accumulated sick day the teacher had at their retirement that was used for service credit with TRS. This payment is not for duties performed as a teacher but as a consideration for the notice of termination of employment and tenure. Should this additional compensation be determined by TRS to be includable in creditable earnings and thus subject the Board to penalties for exceeding the six percent (6%) cap, this section (8.7) shall be void and no effect.
- 8.8 Educational Training Increments - Effective July 1, 1989, teachers must earn a grade of "B" or better in graduate course credits from an institution of higher education accredited by a national accrediting agency. The credit shall apply toward advancement on the salary schedule for the school year following completion of the

course and receipt of the official transcript. The grade slip shall act as official verification until receipt of the transcript. The credit must be earned in coursework which will enhance the teacher's skills in the performance of the teacher's duties or assignments. Teachers taking courses not related to their assignment of the teacher's duties or assignment will continue to be paid at the salary placement, relative to training as they were prior to July 1, 1989. Also, the teacher must be formally accepted into a program leading to an advanced degree. Courses taken by a teacher at the request of the administration or with prior approval of the administration will count toward advancement on the salary schedule.

- 8.9 Insurance: The Board shall pay \$1000 for teacher and \$1000 for salaried support employees of the premium of an individual health and medical insurance plan. Those employees who elect not to take insurance will receive an amount equal to the above premium added to their salary. Part-time employees will receive a pro-rated amount based on their fractionalized employment status.
- 8.10 Placement on Salary Schedule: New teachers with previous public school teaching experience employed by the Board may be given up to five (5) years credit on the salary schedule. The number of years experience accepted will be based on the number of years credited by TRS.

ARTICLE IX TEACHER EVALUATIONS

- 9.1 Teacher evaluation plans and procedures shall be established in accordance with the Rules and Regulations of the Illinois State Board of Education.
- 9.2 The administration shall orient all teachers of the district prior to any evaluations as to the methods that shall apply when evaluating teacher classroom performance.
- 9.3 Each evaluation shall include a classroom observation of at least thirty (30) consecutive minutes duration. A copy of each observation

shall be provided to the teacher at the post-evaluation conference.

- 9.4 A post-evaluation conference between the teacher and the administrator shall be completed within seven (7) days of the evaluation.
- 9.5 The administrator shall not present the evaluation of any teacher to the Board before the teacher has had an opportunity to respond in writing to the evaluation. The teacher's written response to the evaluation shall be a permanent attachment to the evaluation. The teacher shall be allowed seven (7) days to make such written response.
- 9.6 Under normal conditions, a final evaluation would not be made during the first or last month of the school year. It is understood that evaluation is an on-going criteria and is made up of several factors. Observations may be made during these time periods that would be a part of, but not the total evaluation.

ARTICLE X AFFECT OF AGREEMENT

- 10.1 Complete Understanding: The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. The term and conditions may be modified only through the written mutual consent of the parties.
- 10.2 Individual Contracts: The terms and conditions of the Agreement shall be reflected in individual contracts or employment agreements.
- 10.3 Savings Clause: Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections, and clauses will remain in effect.
- 10.4 No Strike: During the term of this Agreement and while negotiations are in process, the employees and the administration agree not to strike. A

strike shall be defined according to Strike Rules and Regulations of the IELRB.

10.5 This Agreement shall be effective on the first day of the 2007-08 school year and shall continue in effect until the day before the first day of the 2011-12 school year. When either party executes written notification to the other party prior to May 1 of the year the Agreement expires that it wishes to renegotiate the Agreement, the parties shall no later than sixty (60) days after such notification is given.

This Agreement is signed this ____ day of _____, 2007.

In witness thereof:

For the Oakdale Education
Association-IEA-NEA:

For the Oakdale School
District Board:

President

President

Secretary

Secretary

MEMORANDUM OF UNDERSTANDING

The Board of Education of the Oakdale school District #1 and the Oakdale Education Association-IEA-NEA agree to the following concerning preparation time for teachers:

Teachers shall be provided their daily preparation time beginning at 3:00 PM each school day. It is understood that the bell for student dismissal from school will ring at 2:55 PM to assure that buses may leave by 3:00 PM.

This understanding regarding preparation time in no way changes the normal workday for teachers.

Any extra-curricular monies earned shall be issued in separate checks.

APPENDIX A
TEACHER SALARY SCHEDULE

2007-08

Step	BS/BA	BS/BA+16	MS/MA
1	29,370	30,355	31,342
2	30,024	31,009	31,997
3	30,678	31,663	32,650
4	31,332	32,316	33,303
5	31,985	32,968	33,957
6	32,639	33,622	34,611
7	33,291	34,276	35,263
8	33,945	34,930	35,917
9	34,599	35,583	36,570
10	35,254	36,236	37,223
11	35,906	36,891	37,878
12	36,559	37,544	38,531
13	37,214	38,199	39,186
14	37,810	38,850	39,837
15	38,893	39,888	40,884

2008-09

Step	BS/BA	BS/BA+16	MS/MA
1	30,251	31,266	32,282
2	30,925	31,939	32,957
3	31,958	32,613	33,629
4	32,272	33,285	34,302
5	32,944	33,957	34,975
6	33,618	34,631	35,649
7	34,290	35,305	36,321
8	34,964	35,978	36,995
9	35,637	36,650	37,667
10	36,312	37,323	38,340
11	36,983	37,998	39,014
12	37,656	38,670	39,687
13	38,330	39,345	40,361
14	38,945	40,016	41,033
15	40,000	41,084	42,111

2009-10

Step	BS/BA	BS/BA+16	MS/MA
1	31,159	32,204	33,251
2	31,853	32,897	33,946
3	32,546	33,591	34,638
4	33,240	34,284	35,331
5	33,933	34,976	36,025
6	34,626	35,670	36,718
7	35,319	36,364	37,411
8	36,013	37,057	38,105
9	36,706	37,750	38,797
10	37,401	38,443	39,490
11	38,093	39,137	40,185
12	38,785	39,830	40,877
13	39,480	40,525	41,572
14	40,113	41,216	42,263
15	41,262	42,317	43,374

2010-11

Step	BS/BA	BS/BA+16	MS/MA
1	32,094	33,170	34,248
2	32,808	33,884	34,964
3	33,523	34,599	35,677
4	34,237	35,312	36,391
5	34,951	36,025	37,105
6	35,665	36,740	37,820
7	36,378	37,455	38,533
8	37,093	38,169	39,248
9	37,808	38,882	39,961
10	38,523	39,596	40,674
11	39,235	40,312	41,390
12	39,949	41,025	42,104
13	40,665	41,741	42,819
14	41,316	42,453	43,531
15	42,500	43,586	44,676

The above amounts include 9.4% retirement paid to TRS.
The above amounts include .5% paid to Teacher Health
Insurance System. IRS reportable income is 9.4% less than
the above amounts.

APPENDIX B
Oakdale Salary Schedule

2007-2008

Step	Custodian	Cook
1	\$13,206.72	\$12,150.99
2	\$13,714.33	\$12,609.07
3	\$14,251.19	\$13,115.56
4	\$14,801.56	\$13,605.15
5	\$15,418.35	\$14,134.14

2008-2009

Step	Custodian	Cook
1	\$13,602.92	\$12,515.52
2	\$14,125.76	\$12,987.35
3	\$14,678.73	\$13,509.02
4	\$15,245.61	\$14,013.30
5	\$15,880.90	\$14,558.17

2009-2010

Step	Custodian	Cook
1	\$14,011.01	\$12,890.99
2	\$14,549.53	\$13,376.97
3	\$15,119.09	\$13,914.29
4	\$15,702.98	\$14,433.70
5	\$16,357.33	\$14,994.91

2010-2011

Step	Custodian	Cook
1	\$14,431.34	\$13,277.72
2	\$14,986.01	\$13,778.28
3	\$15,572.66	\$14,331.72
4	\$16,174.07	\$14,866.71
5	\$16,848.05	\$15,444.76

Teacher Aides:

Teacher aides employed prior to the beginning of the 2007-2008 school year shall be paid ten dollars per hour. Teacher aides hired fir the 2007-2008 school year and subsequent years shall be paid eight dollars per hour.