

E C H O

EXCEPTIONAL CHILDREN HAVE OPPORTUNITIES

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ECHO JOINT AGREEMENT FINAL OFFER

Introduction

The ECHO Joint Agreement ("ECHO") is a special education cooperative organized under the *Illinois School Code*. ECHO consists of 17 member public school districts located in south Cook County, and exists to provide special education services to the students who reside in those districts. The following school districts are members of ECHO:

General George Patton School District 133
West Harvey-Dixmoor School District 147
Dolton School District 148
Dolton School District 149
South Holland School District 150
South Holland School District 151
Harvey School District 152
Hazel Crest School District 152-5
Thornton School District 154
Burnham School District 154-5
Calumet City School District 155
Lincoln Elem School District 156
Hoover-Schrum Memorial School District 157
Lansing School District 158
Sunnybrook School District 171
Thornton Township High School District 205
Thornton Fractional High School District 215

ECHO operates through a Board of Directors ("the Board"). The Board consists of the Superintendents of Schools for each of the member school districts. The ECHO Education Association, IEA-NEA ("the Association") represents approximately 270 teachers and licensed employees (e.g., occupational and physical therapists, registered nurses, interpreters for the hearing impaired). Unless otherwise necessary in this Final Offer, the Board will refer to employees represented by the Association as "teachers".

A five-year contract (2007-2012) between the Board and the Association expired on June 30, 2012. The Board has continued the salaries and benefits that existed under the expired contract during the current negotiations.

On March 7, 2012, the Board and the Association began collective bargaining to reach agreement on the new contract. Since March 2012, more than 11 months ago, the parties met on 11 occasions until September 28, 2012, at which time the Association requested that the Federal Mediation and Conciliation Service ("FMCS") assign a mediator. Mediation commenced with the federal mediator on November 6, 2012. As of the date of this Final Offer, the parties had met with the mediator five times (November 6 and 26, and December 4, 2012, and on January 15 and 31, 2013). The Association was unavailable to meet between December 11 and January 15.

On the evening of January 31, 2013, the Association provided a written declaration of impasse to the mediator and the Board Negotiations Team. The parties have been unable to reach agreement on health insurance and retirement. In addition, no agreement has been reached on the inclusion of new language that would permit the Board to re-open the contract if changes in State law increase the Board's costs for teacher retirement or restricts the member districts' ability to levy taxes that keep pace with the Consumer Price Index ("CPI"). Finally, the Association requests that teachers receive their first full payroll after working the first week of the school term.

This document and its Appendices constitute the Board's Final Offer as required by Section 12(a-5)(2) of the *Illinois Educational Labor Relations Act* (115 ILCS 5/12(a-5)(2)). The Board's Final Offer is set forth in full on the following pages in the form of a Summary of the ECHO Board's Final Offer and the Board's actual proposals on the remaining issues. The Appendices provide additional information related to the Board's offers on each of the remaining issues.

Summary Statement from the Board

The Board values each and every ECHO teacher; they are the backbone of ECHO. The Board strives to offer an enriching workplace where effort is recognized and success is rewarded. To that end, the Board has long maintained yearly raises that have exceeded the Consumer Price Index (CPI), given substantial contributions to premium insurance plans, and generous ECHO-provided retirement benefits. Over the expired five-year contract, teacher salaries have increased approximately 27% (with compounding) and have averaged about 5% year over year. The CPI over the same period increased only 11.4%. Thus, on average, teachers received increases during the expired contract that were more than 15% over and above the CPI.¹

Unfortunately, the member district taxpayers have not fared as well as ECHO teachers over the last five-year contract. During the recession and slow recovery,

¹ See Appendix A for a history of the increases afforded to examples of three teachers who were employed in the 2006-2007 school year. The Appendix reflects the teachers' salary increases under the old contract from 2007-2008 thru 2011-2012. The three examples are of teachers with differing degrees and experience (a new teacher; a teacher with a Master's degree with ten years' experience; and a teacher with a Master's degree plus thirty credit hours beyond a MA with 19 years' experience), and reflect the increases enjoyed by all teachers during this period. The increases do not include the possibility that a new teacher and the teacher with a Master's degree and ten years' experience could have received even greater increases upon completion of additional degrees or coursework.

member district taxpayers have lost their jobs, and if they were fortunate to keep their jobs, suffered reductions in salaries and benefits, all the while expected to pay their tax bills. It would be incredible if the taxpayers could afford to continue to maintain ECHO's history of generous salary increases and benefits for its teachers. However, given the reality of the current economy, the financial realities of the member districts and the State's financial condition affecting ECHO and its member districts, ECHO and the member districts can afford it no longer.

During the expired five-year contract, many ECHO member district teachers have accepted salary freezes, reductions in insurance and retirement benefits, and paid more toward their health insurance. However, having bargained a five-year contract before the economy took its worst downturn since the Great Depression, ECHO teachers have not shared the financial burden experienced by teachers and other employees in the member districts. The Board believes it is time for the ECHO teachers to partner with the Board and the taxpayers and realize that the salary increases and benefits of the last contract cannot continue. The Board is committed to living within the financial means of the member districts and their taxpayers.

The Board believes that the offered package is fair and in the long run will enable ECHO to retain its teachers and continue its excellent programs. This will result in excellent educational opportunities that will continue to benefit children with disabilities who reside in all of the member districts. The Board asks for the ECHO community's support to achieve these worthwhile goals.

Summary of the ECHO Board's Final Offer

Term The Board and Association agree on the term of the contract, a three-year contract through June 2015.

Salary The Board and the Association agree on salary.

The salary schedule will be increased by 2% for each of three years, but teachers will remain on their current step. Thus, all employees will receive a 2% increase for the 2012-2013, 2013-2014 and 2014-2015 school years. The salary schedule will be shortened from 25 to 22 steps.

Insurance The Board and the Association do not agree on insurance.

Single Coverage. Teachers currently contribute nothing towards single coverage under the ECHO PPO Plan; rather, the Board pays the entire cost of single coverage. In addition, the Board also currently contributes towards the cost of teacher dependent or family health insurance coverage in amounts based on what member districts pay for their

teachers. The benefits of the ECHO PPO plan are excellent. (See Appendix B)

The Board wants the teachers to contribute towards the cost of single coverage, as follows:

2012-2013 The Board asks that teachers contribute a very modest amount towards single PPO coverage for the last six months of this school year (January 1 to June 30, 2013). For the entire school year, the Board proposes to pay \$8,032.99 (98.5%) towards the cost of single coverage for each teacher and that each teacher pays \$143.08 (1.5%).

2013-2014 The Board offers to increase its contribution towards single PPO coverage by 3% to \$8,278.16. The teacher would pay any additional increase in the cost of the annual premium.

2014-2015 The Board again offers to increase its contribution towards single PPO coverage by 3% to \$8,538.16. The teacher would pay any additional increase in the cost of the annual premium

The Association demands that ECHO continue to pay more towards single PPO health insurance than the average paid by the member districts toward single health insurance, and that ECHO teachers pay less towards single PPO health insurance than the average member district teacher pays. For example, here is how the Board's offer compares to what member districts and their teachers pay towards single PPO coverage:

1. The ECHO Board's proposal offers to pay \$1,354.49 more towards the cost of a teacher's single PPO coverage than the average paid by the member districts.
 - a. The average amount paid by the member districts towards single PPO coverage for the 2012-2013 school year is \$6,678.39.
 - b. The amount that the ECHO Board proposes paying towards single PPO coverage for the 2012-2013 school year is \$8,032.88. Thus, the ECHO Board's proposal remains \$1,354.49 more than the average paid by the member districts. This amount also defrays the additional cost of the dependent and family coverages.
2. ECHO teachers pay significantly less towards the cost of single PPO coverage than what teachers in member districts pay.
 - a. On average, a member district teacher pays a total of \$1,414.13 per year (\$117.84 per month) towards single PPO coverage for 2012-2013.

- b. The Board proposes that an ECHO teacher pay a total of \$143.08 per year towards single PPO coverage for 2012-2013.

Finally, it is important to also note that the Association asks that the Board continue to pay more towards an ECHO teacher's single PPO health insurance than the amount that the Board pays towards health insurance for ECHO support staff (e.g., instructional aides and attendants). The IEA Association that represents support staff agreed to pay 3.5% (\$286.16) of the annual cost of the health insurance premium for the 2012-2013 school year. The support staff is paid much less than teachers, but those employees and their IEA Association were willing to pay more towards health insurance than ECHO teachers. The Board asks that its teachers, who can better afford it, pay more too.

Dependent/Family Coverage. Above and beyond what the Board pays towards a teacher's single coverage as described above, the Board currently contributes an additional amount towards the cost of dependent or family coverage. The amount contributed is based on what member districts contribute towards family coverage for the school year.²

The Board has offered to pay the following amounts towards dependent or family coverage for the years indicated. These amounts are in addition to the increasing amounts paid towards the teacher's coverage for each school year as indicated above:

	<u>+ Spouse</u>	<u>+ Child</u>	<u>+ Family</u>
2012-2013	\$2,807.70	\$1,910.18	\$4,849.16
2013-2014	\$3,055.02	\$2,081.97	\$5,253.88
2014-2015	\$3,317.18	\$2,264.06	\$5,682.88

In short, the Board's contributions towards the additional costs of the dependent and family coverages are not increased for the 2012-2013 school year (i.e., over 2011-2012). However, for both the 2013-2014 and 2014-2015 school years, the Board's contributions increase by more than 8% for each coverage.

² ECHO teachers may elect single, employee + spouse, employee + child, or employee + family coverage.

Retirement

The Board and the Association do not agree on retirement benefits.

The Board believes that ECHO-provided retirement benefits are too expensive to maintain at current levels. The Board believes that such retirement benefits are no longer supported by local taxpayers who do not enjoy such benefits. Scarce funds are better put to use meeting student needs and to compensate continuing teachers who are meeting student needs now and will do so in the future. ECHO member districts, as well as school districts and special education cooperatives throughout Illinois, are reducing local retirement benefits.

Teachers enjoy a State-provided retirement program (Illinois Teachers' Retirement System – "TRS") that affords a teacher a pension for life of up to 75% of the average of a teacher's compensation over the last years of employment. In addition to the State program, the ECHO-provided retirement program in the expired contract committed the Board to up to four years of 6% salary increases for teachers, and a severance bonus of up to \$6,000. While ECHO may recover some of these expenditures if a retiring teacher is replaced by a teacher whose compensation is lower, it can be years before a savings is realized.

The licensed staff also enjoys an ECHO-provided retirement plan just like the teachers. The ECHO benefits are also in addition to retirement benefits that licensed staff receives from the Illinois Municipal Retirement System (IMRF) and Social Security.

The Board applauds its retirees and retirees-to-be, and will continue to offer a competitive plan, but the ECHO-provided retirement program must be reduced.

The Board proposes that retirement benefits continue for teachers and licensed staff but at reduced levels, as follows:

- In order to receive an ECHO-provided retirement benefit, a teacher must provide notice of retirement by May 1, 2015, the third year of the contract, and retire by June 30, 2018.
- Pre-retirement increases for teachers are reduced from 6% per year for up to 4 years to 5% per year for up to 3 years.
- In order to receive a severance bonus of up to \$4,500 (reduced from \$6,000), a teacher must give notice of retirement by May 1, 2014 and retire by June 2017.

Re-Opener Language

The Board and the Association do not agree on this issue.

The Board proposes that if changes in the *Illinois Pension Code* increase the Board's costs, the Board may elect to terminate the contract at the end of a school year. If that occurs, the parties would negotiation a new contract for the following school year.

In addition, if ECHO member districts are prohibited from increasing tax levies by the CPI, the Board may elect to terminate the contract at the end of a school year. If that occurs, the parties would negotiation a new contract for the following school year.

The Association wants the Board to commit to a three-year contract without regard to changes under consideration in Springfield that would severely impair the member districts' ability to fund their own operations as well as ECHO.

Payroll Procedures

The Board and the Association do not agree on payroll procedures.

On September 27, 2012, the Association raised this new issue for the first time in the negotiations. The expired contract states that teachers will be paid on a 26 pay period bi-weekly schedule. In some school years (2012-2013 is an example), by accident of the calendar, following a bi-weekly payroll schedule would result in an extra payroll for teachers. Of course, that should not occur, as teachers would receive an extra paycheck for doing the same work.

For the 2012-2013 school year, in order to preserve a 26 pay period bi-weekly schedule, the first payroll occurred in the third week of the school term. The Association's solution to this rare occurrence is that in all years, including a normal year that does not have an aberration in the calendar, teachers would receive their first payroll after working one week.

The Association's proposal is unacceptable to the Board. As unprofessional as it is, there have been teachers who have left ECHO for another teaching job in the first weeks of the school term. If such a teacher has already received a paycheck s/he has not earned, the Board and the taxpayers have lost money that cannot be recovered without filing a lawsuit.

MAKE-UP OF STRIKE DAYS

This issue is new. The issue arises because of the Association's actions since the last mediation session.

The last mediation session was held on January 31. On February 7, the Association sent a letter to the Illinois Educational Labor Relations Board (IELRB) stating its intent to strike. Thus, the Association has escalated the negotiations to the level of a strike.

In the event of a strike, the possibility of making up school days lost to the strike will need to be resolved before teachers return to work and students return to school. However, allowing teachers to make up work days lost due to their strike days is problematic for several reasons.

First, many ECHO classrooms operate in member district school buildings. These ECHO classrooms follow the school's daily schedule and the member district's school calendar. During a strike, the school's non-ECHO classrooms will remain in session, and the school term for those classes will end in late May or early June as scheduled. Those schools will close at the end of the scheduled school term and will not be available for ECHO. Food service will end. The schools will be cleaned and projects which are scheduled to occur during the summer will begin so that the school will be ready for the next school term. General education classrooms will not be available for ECHO students to attend. Additionally, the general education students necessary to provide inclusive opportunities during lunch, P.E., recess or at other times will be gone for summer vacation. Thus, ECHO will be unable to simply extend the school term for its classrooms in member district schools after a strike is over.

Second, the Board recognizes that a strike will have a significant impact on ECHO students, their parents and guardians. Parents and guardians will be inconvenienced by the need to make other child care arrangements during the strike, and many will incur additional costs for child care. Others may have to miss work to care for students who cannot attend school; they may be forced to use vacation days, give up wages or place their jobs in jeopardy due to the strike. It is likely that many ECHO families have already made plans for the summer after ECHO programs were scheduled to end.

Notwithstanding the disruption to students and parents and guardians, and causing additional expense to parents and guardians, striking teachers and their unions generally believe it is a given that teachers will be allowed make up all of the work days lost due to their strike and not lose any salary or benefits as a result of their actions. This is not the case with employees in the private sector; when those employees strike, they know that they will never recover what is lost during the strike. The Board believes that teacher or union expectations that strike days will be made

up is unacceptable. It is wrong for teachers and unions to expect to interrupt the students' education, and both inconvenience and financially harm parents and guardians, and still expect to be made whole as if nothing happened.

While losing school days is certainly not a preferred result for students in the event of a strike, the Board believes that teachers must also bear some burden for their strike. Therefore, so that the teachers are aware of the Board's position before they go on strike, the Board wants the teachers to know that teachers will not make up days of work lost due to a strike, and teachers will incur a pro rata reduction in any negotiated annual salary and benefits for days not worked during the strike.

APPENDIX A

ECHO 2007-2012 Salary Increases

APPENDIX B

Summary of Health Insurance Plan Benefits

APPENDIX C

Cost Summary

APPENDIX D

Contract Language for Board's Final Offer

APPENDIX A

ECHO 2007-2012 Salary Increases

APPENDIX A
ECHO CBA 2007-2012 SALARY INCREASES

School Year	BA Lane	MA Lane	MA +30 Lane
2006-07 (base year)	34,582 (Step 1)	50,663 (Step 10)	68,299 (Step 19)
2007-08	36,508 (2)	53,152 (11)	71,585 (20)
2008-09	38,297 (3)	55,756 (12)	75,092 (21)
2009-10	40,154 (4)	58,460 (13)	78,734 (22)
2010-11	42,091 (5)	61,280 (14)	82,532 (23)
2011-12	44,107 (6)	64,214 (15)	86,484 (24)
Average Increase	4.98%	4.85%	4.83%
Total Increase	27.5%	26.75%	26.6%
CPI - 12/31/07, 2008, 2009, 2010, 2011	4.1% + .1% + 2.7% + 1.5% + 3% = 11.4%		

APPENDIX B

Summary of Health Insurance Plan Benefits



Educational Benefit Cooperative

APPENDIX B ECHO Joint Agreement

This summary is designed to give you an outline of the health benefit programs offered through ECHO Joint Agreement. Contained in the summary are tips for you on using the plans.

2012

Your 2012 Benefit Summary provides information on your district's benefit plans, including:

- BCBS Member Resources
- Medical Options— PPO
- Dental Plan
- Discount Programs
- Vision Plan

BCBS Member Resources

Blue Access for Members

To access the many resources available to Blue Cross Blue Shield members, register to participate in Blue Access for Members at www.bcbsil.com. To register, click on 'Already a Member' tab located on the right side of the homepage. Be sure to have your BCBS ID card handy.

Blue Access is available from 6 a.m. to 3 a.m. Monday through Friday, and from 6 a.m. to 12 a.m. on weekends.

Blue Access Features

- Claim status
- View your personal information
- Locate a provider
- Access to health and wellness information
- Compare hospitals
- Receive email alerts
- Print a temporary ID card or order a replacement card

Blue Care Connection (for PPO members)

The Blue Care Connection program is designed to help you take charge of your health and provide you with the tools to better manage your benefits. In addition to confidential, telephonic coaching for individuals identified with particular conditions, members have access to a variety of resources through Blue Cross Blue Shield's secure website and Blue Access for Members. Resources include:

Health Library

- Research specific health conditions and treatments from the Mayo Clinic's medical information.

Personal Health Manager (PHM)

- Complete a Health Risk Assessment to identify your own personal health risks.
- Set up a personal health record to manage your health information.
- Store information (test results, etc.).

Ask an Expert

- Email a nurse, personal trainer, dietician, or life coach to ask any specific health or fitness question.

Targeted Wellness or Condition-Specific Messaging

- Calendar feature to remind you about medical appointments or medication refills.
- Receive specific email updates from Blue Cross about topics of interest to you.

Special Beginnings

- Guide members through pregnancy and postpartum care with written materials and access to a toll-free nurse line.

Member Decision Tools

- Compare hospital outcome data.
- Compare HMO Medical groups on clinical performance and customer satisfaction.

All of these tools are available to you through Blue Care Connection. To access the program, you first need to register at www.bcbsil.com for Blue Access for Members.

Your Medical Options

Blue Cross and Blue Shield of Illinois

Blue Cross Blue Shield of Illinois (BCBSIL) is the claims administrator for your district's medical plan(s).

Contact Blue Cross for questions regarding:

- Eligibility
- Plan benefits
- Status of claim payments

Please remember to present your insurance ID card to your health care provider at your appointment. This informs providers where they need to send your claims and identifies you as a Blue Cross member. Of special note—you, your doctor, or a family member must call Blue Cross Blue Shield for any hospital stay that you have. A call must be made one business day before a planned hospital admission or within two hospital days after an emergency admission. This would also apply to private duty nursing, skilled nursing facilities, and home care. **If you fail to pre-certify your stay, you will not be eligible for maximum benefits!** Call 800.635.1928 to pre-certify.

PPO Medical Plan

PPO Customer Service: 888.979.4516

IL Network Provider Search: 888.979.4516 or www.bcbsil.com

PPO Rx Information

Prime Therapeutics is the retail and mail-order vendor (90-day supply) for members. Your medical card also serves as your prescription ID.

Prescription Drug Inquiry Unity: 800.423.1973 or www.bcbsil.com.

In an effort to provide members with quality and cost-effective pharmacy care, BCBS has a prior authorization program to manage the use of specific medication. Certain drugs have been targeted for Prior Authorization due to their high cost or their potential for misuse.

Dental Plan

MetLife Dental Coverage

MetLife is the administrator of the dental benefits for you and your family. As a member of this plan, you are free to use any dentist; however, additional discounts will be realized if you use one that participates in the MetLife network.

Contact MetLife at 800.942.0854 for questions regarding:

- Network providers
- Eligibility status
- Plan benefits
- Claim status and claim forms

Additionally, you can access MyBenefits at www.metlife.com/mybenefits. This website offers you the ability to manage your personal information on your own personalized homepage, where you can view claims status and eligibility information, as well as view a summary of your dental benefits.

MetLife Dental PPO Comparison

Benefit	PPO
Deductibles (calendar year)	
Individual	\$50
Family	\$150
Preventive Services (cleanings & exams)	Deductible waived, reimbursed at 100%
Basic Services (fillings, endodontics, periodontics & oral surgery)	Deductible applies, reimbursed at 80%
Major Restorative (crowns, bridges & dentures)	Deductible applies, reimbursed at 50%
Orthodontics – to age 19	Deductible waived, reimbursed at 50% to a lifetime maximum of \$1,000
Annual Maximum Benefit	\$1,000
Dependent Age: to 26 for all unmarried or married dependents and to age 30 for all unmarried military dependents who are Illinois residents.	

Voluntary Vision with Vision Service Plan

Find a VSP network Doctor — www.vsp.com or call 1-800-877-7195

Your Coverage from a VSP Doctor

Exam covered in full..... every 12 months less \$10 copay

Prescription Glasses

Lenses covered in full..... every 12 months less \$25 copay

- Single vision, lined bifocal, and lined trifocal lenses
- Polycarbonate lenses for dependent children

Frame..... every 24 months

- Frame of your choice covered up to \$130
- Plus, 20% off any out-of-pocket costs

-OR-

Contact Lens Care..... every 12 months

When you choose contacts instead of glasses, your \$130 allowance applies to the cost of your contacts and the contact lens exam (fitting and evaluation). This exam is in addition to your vision exam to ensure proper fit of contacts. If you choose contact lenses you will be eligible for a frame 12 months from the date the contact lenses were obtained.

Current soft contact lens wearers may qualify for a special contact lens program that includes a contact lens evaluation and initial supply of replacement lenses. Learn more from your doctor or vsp.com.

Medical Plans Comparison

	Blue Cross Blue Shield PPO Plan	
Deductible	In Network	Out-Of-Network
Individual combined	\$500	\$1,000
Family	\$1,000	\$2,000
Coinsurance	90%	70%
Out-of-pocket limit (deductible not included)		
Individual	\$1,200	\$2,400
Family (Aggregate)	\$2,400	\$4,800
Lifetime Maximum	Unlimited	
Covered Expenses		
Hospital		
Inpatient Services	90%	70%
Outpatient Surgery	90%	70%
Emergency Room	100% after \$100 copay (waived if admitted)	
Physician		
Inpatient Surgery	90%	70%
Outpatient Surgery	90%	70%
Office Visits	90%	70%
Other		
X-ray and Lab	90%	70%
Therapy — Speech, occupational or physical therapy	90%	70%
Mental/Nervous — Inpatient	90%—30 days/year	70%—30 days/year
Mental/Nervous — Outpatient	70%—24 visits/year	50%—24 visits/year
Substance abuse — Inpatient	90%—30 days/year	70%—30 days/year
Substance abuse — Outpatient	70%—24 visits/year	50%—24 visits/year
Wellcare	100%	80%
Prescription Drugs	BlueScript/Prime Therapeutics	
Retail Pharmacy 34-day supply	80%	
Mail Order 90-day supply	\$15 Generic; \$30 Brand	

Dependent Age: to 26 for all unmarried or married dependents and to age 30 for all unmarried military dependents who are Illinois residents.

Note: This is an outline of the benefit schedules. This exhibit in no way replaces the plan document of coverage, which outlines all the plan provisions and legally governs the operation of the plans.

APPENDIX C

Cost Summary

**APPENDIX C
2011-2012**

Base Salary:	\$15,888,916.66			
Extra Duty:	\$108,617.00			
Certificate Reimbursement:	\$1,420.00			
Tuition Reimbursement:	\$31,000.00			
Retirement:	\$201,902.67	\$161,402.67	6% Increases	
		\$40,500.00	\$1,500 Stipends (7 participants)	
Insurance:	\$2,289,285.32	\$1,600,891.31	Single	(199 employees @ \$8,044.68 brd cont.)
		\$175,738.56	+ Spouse	(16 employees @ \$10,983.66 brd cont.)
		\$252,153.25	+ Child	(25 employees @ \$10,086.13 brd cont.)
		\$260,502.20	+ Family	(20 employees @ \$13,025.11 brd cont.)
Total:	\$ 18,521,141.65			

FY11-12	BA	BA+15	MA	MA+15	MA+30
1	199,425	40,882	169,912	-	-
2	488,388	-	-	90,758	-
3	207,650	127,704	88,458	46,306	-
4	211,885	-	90,264	-	-
5	302,694	-	184,212	48,215	48,863
6	176,428	90,808	190,264	-	-
7	90,808	-	147,240	50,809	-
8	46,918	48,215	203,236	52,323	53,404
9	48,431	49,728	105,078	162,156	-
10	100,322	51,458	162,807	111,996	57,079
11	-	-	281,075	57,728	-
12	267,020	-	289,720	-	121,510
13	110,268	56,431	179,670	184,860	62,701
14	1,137,260	-	-	-	129,726
15	-	179,670	128,428	65,944	-
16	-	246,480	464,632	-	-
17	-	63,350	68,539	-	71,349
18	-	130,158	141,402	-	220,533
19	-	-	145,726	74,592	75,673
20	-	616,851	150,050	-	-
21	-	-	77,187	78,917	-
22	-	-	-	162,158	82,160
23	-	-	326,044	166,482	84,322
24	-	-	-	-	259,452
25	-	-	600,845	437,825	531,876

Total:	\$12,932,547.00
*Retirees Base:	\$2,956,369.66
Sum:	\$15,888,916.66

*before 6% increase

**APPENDIX C
2011-2012**

FY11-12	BA	BA+15	MA	MA+15	MA+30
1	39,885	40,882	42,478	44,472	45,070
2	40,699	41,716	43,344	45,379	45,990
3	41,530	42,568	44,229	46,306	46,928
4	42,377	43,437	45,132	47,251	47,886
5	43,242	44,323	46,053	48,215	48,863
6	44,107	45,404	47,566	49,080	50,161
7	45,404	46,701	49,080	50,809	51,890
8	46,918	48,215	50,809	52,323	53,404
9	48,431	49,728	52,539	54,052	55,134
10	50,161	51,458	54,269	55,998	57,079
11	51,674	53,080	56,215	57,728	58,809
12	53,404	54,701	57,944	59,674	60,755
13	55,134	56,431	59,890	61,620	62,701
14	56,863	58,160	62,052	63,782	64,863
15		59,890	64,214	65,944	67,025
16		61,620	66,376	68,106	69,187
17		63,350	68,539	70,268	71,349
18		65,079	70,701	72,430	73,511
19		66,809	72,863	74,592	75,673
20		68,539	75,025	76,755	77,836
21			77,187	78,917	79,998
22			79,349	81,079	82,160
23			81,511	83,241	84,322
24			83,673	85,403	86,484
25			85,835	87,565	88,646

****Employees in retirement pipeline as of 6/2012 have been removed from the scattegram.**

FY11-12	BA	BA+15	MA	MA+15	MA+30
1	5	1	4	0	0
2	12	0	0	2	0
3	5	3	2	1	0
4	5	0	2	0	0
5	7	0	4	1	1
6	4	2	4	0	0
7	2	0	3	1	0
8	1	1	4	1	1
9	1	1	2	3	0
10	2	1	3	2	1
11	0	0	5	1	1
12	5	0	5	0	2
13	2	1	3	3	1
14	20	0	0	0	2
15		3	2	1	0
16		4	7	0	0
17		1	1	0	1
18		2	2	0	3
19		0	2	1	1
20		9	2	0	0
21			1	1	0
22			0	2	1
23			4	2	1
24			0	0	3
25			7	5	6

**APPENDIX C
2012-2013**

Base Salary: \$16,014,323.29
Extra Duty: \$109,544.75
Certificate Reimbursement: \$370.00 (pd to date - 12ppl)
Tuition Reimbursement: \$31,000.00
Retirement: \$193,366.95
 \$152,866.95 6% Increases (prior approval)
 \$40,500.00 \$1,500 Stipends (7 retirees)

Insurance: \$2,357,509.70
 \$1,598,543.12 Single (199 employees @ \$8,032.88 brd cont.)
 \$173,449.28 + Spouse (16 employees @ \$10,840.58 brd cont.)
 \$248,576.50 + Child (25 employees @ \$9,943.06 brd cont.)
 \$257,640.80 + Family (20 employees @ \$12,882.04 brd cont.)
 \$79,300.00 Dental

Total: \$18,706,114.69
Increase: 1.00% \$184,973.04

FY11-12	BA	BA+15	MA	MA+15	MA+30
1	203,413.50	41,699.64	389,948.04	-	-
2	539,668.74	-	44,210.88	46,286.58	-
3	465,966.60	-	225,567.90	-	47,866.56
4	216,122.70	-	92,069.28	-	97,687.44
5	220,534.20	-	140,922.18	-	149,520.78
6	224,945.70	-	194,069.28	-	-
7	92,624.16	-	100,123.20	-	-
8	95,712.72	49,179.30	207,300.72	-	54,472.08
9	49,399.62	-	107,179.56	-	56,236.68
10	102,328.44	52,487.16	221,417.52	57,117.96	232,882.32
11	105,414.96	-	286,696.50	-	59,985.18
12	54,472.08	-	236,411.52	60,867.48	123,940.20
13	224,946.72	-	244,351.20	-	63,955.02
14	1,102,004.94	59,323.20	-	65,057.64	132,320.52
15	-	183,263.40	196,494.84	-	-
16	-	251,409.60	541,628.16	69,468.12	-
17	-	64,617.00	209,729.34	-	72,775.98
18	-	132,761.16	144,230.04	-	149,962.44
19	-	-	148,640.52	76,083.84	77,186.46
20	-	419,458.68	229,576.50	78,290.10	-
21	-	-	78,730.74	-	-
22	-	-	80,935.98	82,700.58	83,803.20
23	-	-	332,564.88	169,811.64	-
24	-	-	-	87,111.06	264,641.04
25	-	-	612,861.90	446,581.50	542,513.52

Total: \$13,466,540.82
 *Retirees Base: \$2,547,782.47
 Sum: \$16,014,323.29

*before 6% increase

**APPENDIX C
2012-2013**

FY12-13	BA	BA+15	MA	MA+15	MA+30
1	40,683	41,700	43,328	45,361	45,971
2	41,513	42,550	44,211	46,287	46,910
3	42,361	43,419	45,114	47,232	47,867
4	43,225	44,306	46,035	48,196	48,844
5	44,107	45,209	46,974	49,179	49,840
6	44,989	46,312	48,517	50,062	51,164
7	46,312	47,635	50,062	51,825	52,928
8	47,856	49,179	51,825	53,369	54,472
9	49,400	50,723	53,590	55,133	56,237
10	51,164	52,487	55,354	57,118	58,221
11	52,707	54,142	57,339	58,883	59,985
12	54,472	55,795	59,103	60,867	61,970
13	56,237	57,560	61,088	62,852	63,955
14	58,000	59,323	63,293	65,058	66,160
15		61,088	65,498	67,263	68,366
16		62,852	67,704	69,468	70,571
17		64,617	69,910	71,673	72,776
18		66,381	72,115	73,879	74,981
19		68,145	74,320	76,084	77,186
20		69,910	76,526	78,290	79,393
21			78,731	80,495	81,598
22			80,936	82,701	83,803
23			83,141	84,906	86,008
24			85,346	87,111	88,214
25			87,552	89,316	90,419

**Employees in retirement pipeline as of 6/12 have been removed from the scattegram.

FY12-13	BA	BA+15	MA	MA+15	MA+30
1	5	1	9	0	0
2	13	0	1	1	0
3	11	0	5	0	1
4	5	0	2	0	2
5	5	0	3	0	3
6	5	0	4	0	0
7	2	0	2	0	0
8	2	1	4	0	1
9	1	0	2	0	1
10	2	1	4	1	4
11	2	0	5	0	1
12	1	0	4	1	2
13	4	0	4	0	1
14	19	1	0	1	2
15		3	3	0	0
16		4	8	1	0
17		1	3	0	1
18		2	2	0	2
19		0	2	1	1
20		6	3	1	0
21			1	0	0
22			1	1	1
23			4	2	0
24			0	1	3
25			7	5	6

**APPENDIX C
2013-2014**

Base Salary:	\$16,431,977.96		
Extra Duty:	\$109,544.75		
Certificate Reimbursement:	\$0.00		
Tuition Reimbursement:	\$31,000.00		
Retirement:	\$183,699.86	\$148,322.52	6% Increases (prior approval)
		\$15,000.00	\$1,500 Stipends (3 retirees)
		\$20,377.34	5% Increases (new submissions)
Insurance:	\$2,358,328.77	\$1,647,353.84	Single (199 employees @ \$8,278.16)
		\$181,330.88	+ Spouse (16 employees @ \$11,333.18)
		\$259,003.25	+ Child (25 employees @ \$10,360.13)
		\$270,640.80	+ Family (20 employees @ \$13,532.04)
		\$79,300.00	Dental
Total:	\$19,114,551.34		
Increase:	2.18%	\$408,436.65	

FY11-12	BA	BA+15	MA	MA+15	MA+30
1	207,482	42,534	397,747	-	-
2	550,462	-	45,095	47,212	-
3	475,286	-	230,079	-	48,824
4	220,445	-	93,911	-	99,641
5	224,945	-	143,741	-	152,511
6	229,445	-	197,951	-	-
7	94,477	-	102,126	-	-
8	97,627	50,163	211,447	-	55,562
9	50,388	-	109,323	-	57,361
10	104,375	53,537	225,846	58,260	237,540
11	107,523	-	292,430	-	61,185
12	55,562	-	241,140	62,085	126,419
13	229,446	-	249,238	-	65,234
14	1,124,045	60,510	-	66,359	134,967
15	-	186,929	200,425	-	-
16	-	256,438	552,461	70,857	-
17	-	65,909	213,924	-	74,231
18	-	135,416	147,115	-	76,481
19	-	-	151,613	77,606	78,730
20	-	427,848	234,168	79,856	-
21	-	-	80,305	-	-
22	-	-	82,555	84,355	85,479
23	-	-	339,216	86,604	-
24	-	-	-	-	269,934
25	-	-	625,119	455,513	461,136

Total: \$13,391,706.28
 *Retirees Base: \$3,040,271.68
 Sum: \$16,431,977.96

*before 6% increase

**APPENDIX C
2013-2014**

FY13-14	BA	BA+15	MA	MA+15	MA+30
1	41,496	42,534	44,194	46,269	46,891
2	42,343	43,401	45,095	47,212	47,848
3	43,208	44,288	46,016	48,177	48,824
4	44,089	45,192	46,955	49,160	49,821
5	44,989	46,114	47,914	50,163	50,837
6	45,889	47,238	49,488	51,063	52,188
7	47,238	48,588	51,063	52,862	53,986
8	48,813	50,163	52,862	54,437	55,562
9	50,388	51,737	54,662	56,236	57,361
10	52,188	53,537	56,461	58,260	59,385
11	53,762	55,224	58,486	60,060	61,185
12	55,562	56,911	60,285	62,085	63,210
13	57,361	58,711	62,310	64,109	65,234
14	59,160	60,510	64,559	66,359	67,483
15		62,310	66,808	68,608	69,733
16		64,109	69,058	70,857	71,982
17		65,909	71,308	73,107	74,231
18		67,708	73,557	75,356	76,481
19		69,508	75,807	77,606	78,730
20		71,308	78,056	79,856	80,981
21			80,305	82,105	83,230
22			82,555	84,355	85,479
23			84,804	86,604	87,729
24			87,053	88,853	89,978
25			89,303	91,103	92,227

**Employees in retirement pipeline as of 1/2013 have been removed from the scattegram.

FY13-14	BA	BA+15	MA	MA+15	MA+30
1	5	1	9	0	0
2	13	0	1	1	0
3	11	0	5	0	1
4	5	0	2	0	2
5	5	0	3	0	3
6	5	0	4	0	0
7	2	0	2	0	0
8	2	1	4	0	1
9	1	0	2	0	1
10	2	1	4	1	4
11	2	0	5	0	1
12	1	0	4	1	2
13	4	0	4	0	1
14	19	1	0	1	2
15		3	3	0	0
16		4	8	1	0
17		1	3	0	1
18		2	2	0	1
19		0	2	1	1
20		6	3	1	0
21			1	0	0
22			1	1	1
23			4	1	0
24			0	0	3
25			7	5	5

**APPENDIX C
2014-2015**

Base Salary:	\$16,636,508.24		
Extra Duty:	\$109,544.75		
Certificate			
Reimbursement:	\$0.00		
Tuition			
Reimbursement:	\$31,000.00		
Retirement:	\$182,407.76		
		\$120,307.78	6% Increases (prior approval)
		\$40,500.00	\$1,500 Stipends (3 retirees)
		\$21,599.98	5% Increases (FY12/13 submissions known as of 1.31.13)
Insurance:	\$2,443,255.58		
		\$1,699,093.84	Single (199 employees @ \$8,538.16)
		\$189,685.44	+ Spouse (16 employees @ \$11,855.34)
		\$270,055.50	+ Child (25 employees @ \$10,802.22)
		\$284,420.80	+ Family (20 employees @ \$14,221.04)
		\$79,300.00	Dental
Total:	\$19,402,716.33		
Increase:	1.51%	\$288,165.00	

FY11-12	BA	BA+15	MA	MA+15	MA+30
1	211,631	43,384	405,702	-	-
2	561,471	-	45,997	48,157	-
3	484,792	-	234,681	-	49,800
4	224,854	-	95,789	-	101,634
5	229,444	-	146,615	-	155,561
6	234,034	-	201,910	-	-
7	96,366	-	104,168	-	-
8	99,580	51,166	215,676	-	56,673
9	51,395	-	111,510	-	58,509
10	106,463	54,608	230,363	59,426	242,291
11	109,674	-	298,279	-	62,409
12	56,673	-	245,963	63,327	128,947
13	234,035	-	254,223	-	66,539
14	1,146,526	61,720	-	67,686	137,666
15	-	190,667	204,433	-	-
16	-	261,567	563,510	72,275	-
17	-	67,228	218,202	-	75,716
18	-	138,125	150,057	-	78,010
19	-	-	154,646	79,158	80,305
20	-	436,405	238,851	81,453	-
21	-	-	81,911	-	-
22	-	-	84,206	86,042	87,189
23	-	-	346,001	88,336	-
24	-	-	-	-	275,333
25	-	-	637,622	464,623	470,359

Total: \$13,659,540.40
 *Retirees Base: \$2,976,967.84
 Sum: \$16,636,508.24

*before 6% increase

**APPENDIX C
2014-2015**

FY14-15	BA	BA+15	MA	MA+15	MA+30
1	42,326	43,384	45,078	47,194	47,829
2	43,190	44,269	45,997	48,157	48,805
3	44,072	45,174	46,936	49,140	49,800
4	44,971	46,096	47,894	50,143	50,817
5	45,889	47,036	48,872	51,166	51,854
6	46,807	48,183	50,477	52,084	53,231
7	48,183	49,559	52,084	53,919	55,066
8	49,790	51,166	53,919	55,526	56,673
9	51,395	52,772	55,755	57,360	58,509
10	53,231	54,608	57,591	59,426	60,573
11	54,837	56,329	59,656	61,261	62,409
12	56,673	58,049	61,491	63,327	64,474
13	58,509	59,885	63,556	65,392	66,539
14	60,343	61,720	65,850	67,686	68,833
15		63,556	68,144	69,980	71,127
16		65,392	70,439	72,275	73,422
17		67,228	72,734	74,569	75,716
18		69,062	75,028	76,863	78,010
19		70,898	77,323	79,158	80,305
20		72,734	79,617	81,453	82,600
21			81,911	83,747	84,895
22			84,206	86,042	87,189
23			86,500	88,336	89,483
24			88,794	90,630	91,778
25			91,089	92,925	94,072

**Employees in retirement pipeline as of 1/2013 have been removed from the scattegram.

FY14-15	BA	BA+15	MA	MA+15	MA+30
1	5		1	9	0
2	13		0	1	1
3	11		0	5	0
4	5		0	2	0
5	5		0	3	0
6	5		0	4	0
7	2		0	2	0
8	2		1	4	0
9	1		0	2	0
10	2		1	4	1
11	2		0	5	0
12	1		0	4	1
13	4		0	4	0
14	19		1	0	1
15			3	3	0
16			4	8	1
17			1	3	0
18			2	2	0
19			0	2	1
20			6	3	1
21				1	0
22				1	1
23				4	1
24				0	0
25				7	5

APPENDIX D

Contract Language for Board's Final Offer

APPENDIX D

ARTICLE II

RIGHTS AND RESPONSIBILITIES OF THE ASSOCIATION AND THE BOARD

2-11 STRIKES

- A. During the term of this Agreement the Association and members of the bargaining unit shall not engage in or encourage any strike, walkout, interruption of teaching services, or similar concerted activity.
- B. District Strikes - Should any member of the bargaining unit be assigned to work full time in an instructional program housed in a district school building and the employees of said district are engaged in a work stoppage or strike, the ECHO employee shall not be required to perform ECHO activities at the district school building during the strike. ECHO will cancel its instructional programs during a strike of a school district where an ECHO instructional program is housed and resume ECHO activities that follow the revised calendar of the striking school district upon settlement of the strike. Should any member of the bargaining unit be assigned to work less than full-time in a school district building or facility and the employees of said school district are engaged in a work stoppage or strike, where feasible, the ECHO employees may be reassigned to perform ECHO activities and will follow their established ECHO calendar.
- C. In the event of a strike during any school year covered by this Agreement, and notwithstanding anything in this Agreement to the contrary, bargaining unit members who engage in a strike shall neither make up workdays missed during the strike nor be paid by the Board, or receive any other benefits, for days not worked during the strike. Salary and other benefits set forth in the Agreement will be reduced proportionately based on days not worked during a strike.

2-10 SENIORITY (T.A. 12/4/12)

- A. Definition – Seniority is the length of an ~~tenured~~ employee's continuous full-time service in a position for which certification is required, within one or more of the particular programs as listed below. For those employees who begin services on the first date their programs operate, seniority shall be calculated as August 1 of that school calendar year. For those employees who are hired after the first date of program operation, seniority shall be calculated starting on the date of hire. Part-time certificated employees who have entered into contractual continued service (tenure) accrue seniority on a pro rata basis (calculated on a 180-day school year) within the program to which they are assigned. Part-time certificated employees who have not entered into contractual continued service (tenure) do not accrue seniority within the meaning of this Section.

Full-time non-certificated employees accrue seniority pursuant to Section 10-23.5 of the School Code within their category of position within the program to which they are assigned. Part-time non-certificated employees accrue seniority pursuant to Section 10-23.5 of the School Code on a pro rata basis (calculated on a 180-day school year) within their category of position within the program to which they are assigned. Any full-time employee whose present assignment is split between two or more programs shall accrue seniority in each program, as if assigned on a full-time basis.

An employee who transfers from a program listed below to a full-time position in another listed program will carry his/her seniority forward to the new program. Thereafter, the employee will retain his/her then current seniority in the former program and earn additional seniority in the new program.

ECHO programs for purposes of seniority calculation shall be categorized as follows:

1. ECHO School, ABLE, ECHO Satellite, ~~and~~ Physically Health Impaired, Communication Development, Early Childhood Programs and District Assigned Programs.
2. PACE, AFL, BD/ED/Alternate Programs.
3. ~~Early Childhood Programs~~
4. ~~Communication Development Program~~
5. 3. Deaf and Hard of Hearing Programs.
6. 4. Visually Impaired Programs.
7. ~~District Assignment Program~~

If there is a reduction in force in the number of bargaining unit employees in a particular program, ~~the least senior tenured~~ employee(s) in the affected program shall be laid off first in accordance with the School Code. However, in the event that the employee has accrued seniority in any of the other programs listed above, he/she shall be entitled to "bump" into a position in that program(s) ~~held by a non-tenured or less senior tenured employee~~ as may be permitted under the School Code provided that he/she is legally certified and qualified for the position at the time of the reduction in force. When more than one "bumping" option is available, the Director or his/her designee shall decide which position shall be filled by the more senior employee.

~~In the event a tenured~~ An employee who is removed or dismissed because of a decrease in the number of employees employed by the Cooperative, or because of a discontinuance of a particular type of service shall have such recall rights as provided under the School Code. ~~, and if the Board in the following school term, or within one (1) calendar year from the beginning of the following school term, has any vacancies, the positions thereby become available shall be tendered to tenured employees so removed or dismissed so far as they are legally qualified to hold such positions. Employees eligible for recall will be recalled in the reverse order in which they were removed or dismissed.~~

The offer of recall will be tendered to eligible employees by certified mail, return receipt requested, sent to the employees' last known addresses as listed with the ECHO Joint Agreement Office. A copy of any such recall offer will also be sent to the Association president at the time of recall. In the event the employee(s) does not respond to such offer of recall to the employee within five (5) business days of receipt of the offer the employee shall be deemed to have forfeited his/her recall rights, the position(s) offered will be deemed vacant and the Board may fill such position(s) at its discretion.

- B. Maintaining and Distributing Seniority Lists – ~~The employer~~ ECHO shall prepare, maintain, and post the seniority lists for both certified and non-certified bargaining unit members. The initial seniority list shall be prepared and distributed to all employees within thirty (30) workdays after the effective date of this Agreement, with revisions and updates prepared and distributed by no later than November 15 annually and when the need arises. A copy of the seniority list and subsequent revisions shall be furnished to the Association President. Any objections to an employee's placement on the seniority list shall be submitted in writing to the Director no later than December 15, or such objections shall be deemed waived for the remainder of time that seniority list remains in effect.
- C. Development of Seniority Lists – Seniority lists shall include names of all employees and administrators and their certifications in seniority order, listing the number of years experience in each ECHO program.
- D. Loss of Seniority – Loss of seniority shall occur based on the following:
 - 1. Resignation
 - 2. Dismissal for Cause
 - 3. Retirement
 - 4. Reduction-in-force without recall
- E. Suspension of Seniority – Seniority is retained but shall not accrue during unpaid leave of absence and reduction in force with recall, except as may be otherwise required by law.
- F. Accrual of Seniority – Seniority shall continue to accrue during paid leave of absence provided the employee has worked ~~more than ninety (90)~~ at least one hundred twenty (120) days during the year in which the leave took place.

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- G. Breaking of Ties – In the event that more than one (1) individual bargaining unit member has the same starting date, position on the seniority list shall be determined by the Director or his/her designee based on the employee's degree and educational experience.

4-7 SICK BANK LEAVE

The Board in cooperation with the Association shall establish a sick leave bank subject to the following guidelines:

- A. Employees within their first year of continuous service or Sick Leave Bank enrollment may use a maximum of ten (10) sick bank days. Employees in their second year of continuous service or Sick Leave Bank enrollment may use a maximum of fifteen (15) sick bank days.
- B. The Association President shall appoint three (3) members who will act as a Committee in all matters that concern the policies of the Sick Leave Bank. The Committee will have final administrative responsibility for the Bank.
- C. To be a member of the Sick Leave Bank, employees must donate two (2) sick leave days the first year of membership and one (1) sick leave day thereafter per school year to the Sick Leave Bank by October 15th. Membership in the Sick Leave Bank shall be voluntary and shall continue until the Committee is notified in writing that the employee has withdrawn from the Sick Leave Bank. If an employee decides to terminate their participation in the Sick Leave Bank, they must do so prior to October 15th. The days already donated by said employee shall remain in the Sick Leave Bank.
- D. The employee may not withdraw days from the Sick Leave Bank until the employee's own accrued sick leave has been depleted ~~without pay~~, and the employee goes three (3) days without pay and a written certificate of illness from a licensed physician has been received by the Committee. The Committee will then consider the application for withdrawal. An employee withdrawing sick leave days from the Bank will not have to replace these days except as a regular yearly contributing member of the Bank. Application for benefits must be made five (5) days prior to docked days **unless the nature of the employee's condition prevents timely application.**
- E. Withdrawals from the Sick Leave Bank may be made only for the remainder of the school term in which such withdrawal was commenced. However no employee shall be permitted to withdraw more than sixty (60) days in any school year from the Sick Leave Bank.
- F. If the Sick Leave Bank becomes depleted during any given school year, the Committee may request each contributing member to donate one (1) additional day to the Bank, but no employee shall donate more than two (2) days per year to the Sick Leave Bank, except for the first year membership in the Sick Leave Bank, where maximum donation is three (3) days. The maximum number of days that may accumulate in the Sick Leave Bank is one thousand (1,000) days. In the event the Sick Leave Bank is terminated, the available days will be prorated to the contributing members of the Sick Leave Bank. The Sick Leave Bank shall be terminated only upon unanimous consent of the Committee members.

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- G. A teacher shall not hold the Board, Administration, or the Association liable for decisions made by the Committee, Board of Education, Administration, or the Executive Board of the Faculty Association, or their respective designee.
- H. The Association shall have the responsibility for the administration of the Sick Leave Bank and shall report all data as required by the Board for use in administration of individual employees' sick leave accounting.
- I. Nothing in this Section shall be construed as placing any obligation on the Board to contribute, advance or loan additional sick leave days to the Bank should all days be used up in any period or periods of its operation.
- J. The employees shall notify the Employer and Association of their return to work. Any unused sick leave bank days shall be returned to the Sick Leave Bank.
- K. ~~The employer will provide the Association with an annual accounting of Sick Leave Bank days used each school year.~~ **The Association will meet or confer with Human Resources annually to confirm the balance of days in the Sick Leave Bank.**
- L. In the event an employee wishes to avail self of sick leave bank for bereavement, he/she may do so using up to three (3) full days consistent with sick leave bank policy.
- M. In the event an employee wishes to avail self of sick leave bank for work related injury, he/she may do so using up to three (3) full days consistent with sick leave bank policy. Said employee shall turn over to the employer the amount of any worker's compensation benefits received for these three (3) days.

7-5 HOME/HOSPITAL VISITATION (T.A. 12/4/12)

Attempt shall be made, whenever possible, to schedule home or hospital visits to students required by ECHO within the regular school day. In the event an employee assigned to a program other than the Family Enrichment Program is required to meet with the parent/guardian of a student significantly outside of the employee's workday, with the prior approval of the employee's supervisor, the employee may utilize compensatory time in accordance with established ECHO procedures in an amount equivalent to the time spent at the meeting. If compensatory time is permitted, the supervisor shall determine when such compensatory time will be utilized and scheduled after discussing same with the employee.

Employees shall be entitled to mileage reimbursements as specified in 6-7.

7-7 AFTER-SCHOOL ATTENDANCE (T.A. 12/4/12)

(Keep current language.)

Employees shall be expected to attend no more than four (4) meetings of ninety (90) minutes or less after staff hours for purposes such as in-service, curriculum development, faculty meetings, committee meetings, IEP meetings, or Joint Agreement meetings. Employees shall be provided two (2) weeks' prior notice for such meetings. Serious student and program emergencies may require additional after school meetings and shall be exempt from the two-week notice.

Employees shall be expected to attend up to four (4) scheduled after-school meetings of ninety (90) minutes or less after staff hours for purposes of professional growth, including activities that meet certificate renewal requirements. Employees shall be provided two (2) weeks' prior notice for such meetings.

Employees may be required to attend up to two (2) additional evening activities with one month's prior notice.

8-1 SCHOOL HOURS (Board 4/23/12 Counterproposal - Same as Association 9/27/12)

- A. The calendar for each worksite will be provided to the Association before the first workday of the school year.
- B. For those programs housed exclusively in ECHO facilities (or facilities leased exclusively for ECHO use), the employee shall follow the master calendars adopted by the ECHO Executive Board for that site. The present length of the employee's workday at each site shall not change during the term of this Agreement without prior negotiations with the Association over any change.
- C. For those programs housed ~~by member~~ in satellite locations, ECHO employees shall follow the teaching calendar, length of work days, and attendance requirements of the housing District.
- D. Unless otherwise provided in this Agreement, the employee work year shall be determined as one hundred eighty-five (185) employee workdays, provided that any unused snow/emergency days shall be eliminated from the calendar to provide for a maximum of one hundred eighty (180) days. Except as provided in Section 6-2 F and with the exception of extra duty positions, any additional days required of the employee shall be compensated at one-one hundred eightieth (1/180) of the employee's scheduled salary.
- E. Each bargaining unit member shall be provided with some plan time each work day with a minimum of one hundred fifty (150) minutes plan time per week. Every effort will be made to equally distribute the plan time over the course of the work week.
- F. Employees assigned to the Family Enrichment program shall work the equivalent of the employee work year as defined in Subsection D above. Such work year may span a 12-month period, in the discretion of the ECHO Administration, and may require work to be performed outside of the regular employee's work day and work week as determined in Subsections B and C above.

Employees assigned to the Family Enrichment program shall maintain a log of their activities as required by the ECHO Administration and shall make such log available for inspection by the ECHO Administration when so requested by the Administration.

APPENDIX B

MEMORANDA OF UNDERSTANDING

INTRODUCTION

1. The following memoranda are for informational purposes only. They are clearly not part of the negotiated agreement between the parties but merely serve to provide a common understanding of part of the history of the collective bargaining process between the parties.

2. The attached memoranda of understanding were accomplished during past periods of negotiations which led to negotiated agreements, with the understanding that the memoranda would not be in the agreement. However, the parties agreed to include the memoranda following the last official page of the agreement only as a convenience to the Association and the Executive Board, with the original intent remaining permanent and that these memoranda are not a part of the negotiated agreement and as such, the substance of these memoranda are not subject to the contractual grievance procedure.

3. It is not the intent, nor is it the representation of the parties, that the attached memoranda represent each and all of the memoranda of understanding reached during the history of the relationship between the parties.

MEMORANDA

- A. The Board has heard the concerns raised by the Association concerning funding of student rewards. The Director shall issue a directive to building administrators to discuss with their respective staff the allocation of discretionary funds which may be used for student rewards.
- B. In the event that it is necessary to relocate an employee's classroom and/or office space during the school term, the Administration will attempt to reduce the impact such move may have on the teacher's performance of his/her duties by investigating the availability of custodial help to aid the teacher in the move.
- C. The parties acknowledge that under current practice, on occasion when necessary, meetings requiring staff attendance are scheduled during time which would otherwise be utilized as planning time. The Director shall issue an administrative directive advising building administrators to attempt to avoid, whenever possible, the scheduling of such meetings during an employee's plan time.

5-1 EXTENDED SCHOOL YEAR PROGRAMS (T.A. 12/4/12)

- A. Participation in these programs shall be voluntary.
- B. All positions in these programs shall be published annually by June 1. Preference shall be given to present, properly certified, qualified ECHO employees before non-employees outside of the bargaining unit are hired. If a non-employee outside of the bargaining unit is hired instead of a bargaining unit member, the bargaining unit member and Association shall be given an explanation in writing for the hiring decision within ten (10) school days.
- C. In the event travel from one worksite to another is required, the employee shall be entitled to mileage pay at the rate set forth in this Agreement.
- D. Salary for the extended school year and supervision of summer work programs shall be as follows **\$35.00 per hour for each year of this Agreement.**

~~Summer 2008 \$30.50/hour~~
~~Summer 2009 \$31.50/hour~~
~~Summer 2010 \$32.50/hour~~
~~Summer 2011 \$33.50/hour~~
~~Summer 2012 \$34.50/hour~~

Employees shall be paid according to the schedule provided at the time the extended school year contract is signed by the employee.

6-1 SALARY

A. Salary schedules for each year of this Agreement are attached as Appendix A.

1. When advancing a lane on the salary schedule, an employee may advance no more than one vertical step (i.e., an employee may not make up steps lost when frozen at the bottom of his/her prior lane).
2. This subsection 2 applies only to employees who are eligible to retire or within four (4) years of retirement eligibility under the Illinois Teacher Retirement System (TRS) or the Illinois Municipal Retirement Fund (IMRF). Eligible to retire is defined as a school year during which an employee reaches age 51, including by December 31 following the end of the school year. Any such employee whose lane and/or step movement on the salary schedule, including extra duty pay, generates an increase in creditable earnings from a prior year in excess of 6% shall be moved off the salary schedule and from the stated extra duty and shall receive an increase in total creditable earnings of 6%. If the employee's lane and/or step movement on the salary schedule, including extra duty pay, in a subsequent year results in an increase of 6% or less, the employee will return to her appropriate step and lane placement on the schedule and extra duty pay. The Association accepts equal responsibility for the inclusion of this subsection 2 in the Agreement.
3. No payment to any employee will result in any employer contribution or penalty to the Board, and if any contribution or penalty is or may be assessed by TRS or IMRF against the Board, the Board may adjust the employee's salary or extra duty retroactively to avoid the contribution or penalty (i.e., limit the increase to a maximum of 6%).

B A. Bargaining unit members shall move horizontally on the salary schedule for course work completed provided that:

1. Course work is at the graduate level.
2. Course work is earned at an accredited institution.
3. Course work is earned subsequent to the highest degree earned.

Any bargaining unit member who will be eligible for a horizontal lane change shall provide written notice to the Human Resource Department no later than August 15th.

C B. Employees employed in the following positions shall be paid at 100% of the salary schedule in effect: registered physical therapist, occupational therapist registered/licensed, and speech/language pathology paraprofessional (for the 2012-2013 school year only as the SLPP position will no longer exist for 2013-14).

The position of dean, diagnostician, and transition/rehabilitation facilitator will be paid at

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100% of his/her respective lane and step position on the salary schedule plus \$2,600. These employees will be required to work additional hours as directed by administration.

Employees employed in the position of Academy for Learning in-school reassignment teacher will be paid at 100% of his or her respective lane and step position on the salary schedule plus \$1,050. These employees will be required to work daily until the end of student after-school detention responsibilities are fulfilled.

Employees employed in the following positions shall be paid at 95% of the salary schedule in effect: registered nurse holding bachelor's degree.

Employees employed in the following positions shall be paid at 80% of the salary schedule in effect: certified occupational therapy assistant, licensed physical therapist assistant, registered nurse without bachelor's degree, and educational interpreters holding a statement of approval from the State Superintendent of Education as issued under 23 Illinois Administrative Code, Section 25.550.

Employees employed in the following positions shall be paid at 70% of the salary schedule in effect: licensed practical nurse.

- D** €. Employees employed on a less than full-time basis shall be paid at the applicable percentage rate of the salary schedule in effect, with a pro rata reduction consistent with percentage of full-time equivalency worked.

6-2 EXTRA DUTY PAY

- A. All newly created and vacant extra duty positions will be posted at each ECHO site where one (1) or more employees are based and will be posted in the ECHO Joint Agreement Office. The posting will contain requirements for the position, compensation information and the name of the person to contact regarding the position. Any employee may apply for these duties in writing. Employees shall not be required to accept an extra-duty position.

Bargaining unit members accepting assignments to the extra duty positions listed below shall be paid extra duty pay for specific work performed beyond the work day over and above their regularly assigned duties. Each bargaining unit member receiving extra duty pay shall receive a contract defining duties and a payment schedule for his or her extra duty position. In the event no qualified bargaining unit member applies for a specific extra-duty position, the Board may subcontract such position for a period of one (1) year or less to a person not a member of the bargaining unit. As used herein whether a bargaining unit member is "qualified" or not shall be determined by the Director or designee.

POSITION	ANNUAL EXTRA DUTY PAY	ANNUAL EXTRA DUTY PAY2
	School Years: 2007-2008, 2008-2009, 2009-2010	<u>All</u> School Years: 2010-2011, 2011-2012
Transportation Coordinator	\$1,000	\$1,050
SLPP Supervisor <u>(12-13 only)</u>	\$5,000	\$5,250
Site Coordinator	\$1,675	\$1,759
Curriculum Coordinator	\$1,675	\$1,759
PTA/COTA Supervisor	\$1,000	\$1,050
Team Leader	\$900	\$945
Personal & Social Responsibility Coordinator	\$850	\$893
Mentor Program Coordinator	\$3,500	\$3,675
Mentor (1 Protégé)	\$1,000	\$1,050
Mentor (2 Protégés)	\$1,500	\$1,575
Head Basketball Coach	\$1,730	\$1,817
Assistant Basketball Coach	\$870	\$914
Other Head Coaches	\$870	\$914
Other Assistant Coaches	\$430	\$452

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- B. The Board retains the right to offer or not offer any activity listed or any position not listed herein. New positions may be recommended with duties and pay as determined by the Board subject to Section E. below.
- C. At any time between contracts for a particular extra-duty position, the Board is entitled to discontinue such position and/or activity. The effect of such action will be to remove such position and/or activity from this Agreement as of July 1. The Board will provide the Association with written notice of a decision to discontinue an extra-duty position within ten (10) days of the decision.
- D. Extra-duty assignments are made for one (1) year.
- E. The Board will notify the Association in the event of a new extra duty position. The Association may serve written notice on the Board of its desire to negotiate the terms and conditions of the same. Negotiations, pursuant to such request, shall commence within a reasonable time. However, nothing shall be deemed to prohibit the Board from instituting such new position or pay activity, pending the outcome of such negotiations. Failure to issue such demand to negotiate within thirty (30) days of notification of such extra duty position will constitute Association acceptance of terms and conditions of such new position and negotiated or not, the new position will become a part of the Agreement and be subject to its provisions.
- ~~F. As determined by the Board, certain employees may be required to work additional days beyond the employee work year to operate school, enroll and register students. Such additional work shall be compensated at the rate of \$150/day through the 2009-2010 school year and \$175/day beginning with the 2010-2011 school year, pro-rated.~~
- ~~FG.~~ Certain employees may be requested to work additional hours beyond the school day for staff development, curriculum development, special projects or student activities as determined by administration. Such additional hours shall be compensated at a rate of ~~\$20/hour through the 2009-2010 school year and \$25/hour beginning with the 2010-2011 school year~~ **for the 2012-2013 school year, \$30/hour for the 2013-2014 school year and \$35/hour for the 2014-2015 school year.** If bargaining unit members are not available or suitable to the assignment, as determined by the Director/designee, or if the Board's needs exceed those services provided by available employees, the Board may subcontract at market rate such services from individuals who are not members of the bargaining unit.

6-5 TUITION REIMBURSEMENT (T.A. 12/4/12)

- A. ~~Tuition reimbursement shall be available to bargaining unit members for semester hours of graduate credit earned from an accredited institution and only after receipt of the Bachelor Degree.~~ Tuition Reimbursement shall be available to bargaining unit members for graduate level or higher credit earned from an accredited institution and after receipt of a Bachelor Degree. Courses offered through third party providers will not be accepted. ~~The~~ Tuition reimbursement shall be paid for coursework necessary for the completion of a graduate degree or certificate program in an education related field provided it maintains and/or improves job skills. ~~education which maintains or improves job related skills and for coursework necessary for the completion of a graduate degree or additional certification.~~

It shall not be paid for graduate course work needed to obtain initial certification, licensure or registration necessary to meet minimum requirements of the job assignment presently held by the employee, nor shall it be paid for qualifying an employee for a new trade or business. ~~It shall not be paid for graduate coursework addressed in the ECHO Professional Development Program as long as the ECHO Professional Development Program class is equivalent to the college catalog description.~~

- B. Additional criteria per tuition reimbursement are as follows:

1. The graduate course work must be ~~recommended for approval by the Human Resources Manager~~ and approved by the Joint Agreement Executive Director.
2. Reimbursement for tuition shall be limited to a maximum of nine (9) semester hours in one fiscal year, July 1 through June 30.
3. A course grade of A or B is necessary for reimbursement to be provided.
4. For each school year of this Agreement, tuition will be reimbursed at the following rates:

2007-2008	\$150.00/semester hour
2008-2009	\$160.00/semester hour
2009-2010	\$170.00/semester hour
2010-2011	\$180.00/semester hour
2011-2012	\$190.00/semester hour
<u>2012-2013</u>	<u>\$200.00/semester hour</u>
<u>2013-2014</u>	<u>\$210.00/semester hour</u>
<u>2014-2015</u>	<u>\$220.00/semester hour</u>

5. Reimbursement shall be paid the employee only upon his/her return to ECHO employment the following school year. Required paperwork must be submitted by October 15th and reimbursement shall be distributed by November 15th.

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6. One official transcript **and certification of payment** shall be provided **to** the Human Resources ~~Manager~~ **Department** prior to any payment of reimbursement.
 7. The **Executive** Director or his/her designee must provide written notification of approval or denial within five (5) working days of receipt of request. If the request is denied, the Director or his/her designee must provide a specific written reason for denial, also within five (5) working days.
- C. Course work should not interfere with the professional responsibilities and obligations that all staff have to students.
- D. ~~The following cap will be established to pay the tuition reimbursement claims. If the amount requested and approved exceeds the cap for that year, a proration procedure will be utilized.~~ **A \$31,000 maximum cap will be maintained for the duration of this Contract toward tuition reimbursement claims. If the total amount of approved requests exceeds the \$31,000 maximum in a year, a proration procedure will be utilized.**

2007-2008	\$31,000
2008-2009	\$31,000
2009-2010	\$31,000
2010-2011	\$31,000
2011-2012	\$31,000

~~6-8 CERTIFICATE OF RENEWAL FEE (T.A. 12/4/12)~~

~~The Board will pay/reimburse up to \$25.00 per renewal period per employee for renewal of certification and up to \$100.00 for licensure required to perform assigned duties. Employees not eligible for Illinois State Board of Education certification must submit proof of payment for reimbursement.~~

6-9 RETIREMENT

To recognize the contribution of those employees who have provided long and effective service to students with special needs, the Board provides the following retirement benefit plan.

A. Eligibility

To be eligible to participate in the ECHO Early Retirement Program, an employee must meet the following criteria:

1. Must apply and be eligible for a retirement annuity within six (6) months of the last day of duties;
2. Must have completed at least fifteen (15) consecutive years of full-time employment for ECHO, including final year;
3. ~~For retirement at the end of June 2008 (one year plan), June 2009 (two year plan), June 2010 (three year plan) or June 2011 (four year plan), the employee must submit in writing an irrevocable statement of intent to retire, and request to participate in the ECHO retirement program to the Director by May 23, 2008.~~
For all other retirements, the The employee must submit in writing an irrevocable statement of intent to retire, and request to participate in the ECHO retirement program, to the Executive Director by May 1 prior to the school year in which benefits are to begin.

The employee's statement of intent shall identify the proposed date of retirement, ~~the retirement program requested,~~ and include the employee's resignation from employment by the Board, effective at the end of the school term consistent with the selected option.

The statement of intent to retire and request to participate in the retirement program shall be contingent upon the Board's approval;

4. Must not require the use of the Modified Early Retirement Option under P.A. 94-0004, or amendments thereto, to retire; and
5. Must retire by June 30, 2012 2015. However, an employee may return under this retirement program after June 30, 2012 2015 if the employee submits his/her statement of intent to retire by May 1, 2012 2015 and retires by June 30, 2016 2018 under this plan.

B. Retirement Benefits

Employees who participate in the ECHO Early Retirement Program shall be eligible for the following:

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1. **For notice of retirement given by May 1, 2014 for retirement not later than June 2017, a** A severance bonus payment following the school year during which the employee's retirement becomes effective in the amount of \$1,500 per year for each year of notice of retirement given by the employee, not to exceed ~~four (4)~~ **three (3)** years.

~~One-half of~~ **The severance payment shall be made between August 1 and September 1 following the last school year of employment.** ~~The second half of the severance payment shall be made between January 1 and January 31 following the last school year of employment.~~

2. For each school year of the employee's plan until the employee's retirement (not later than the end of the ~~2015-2016~~ **2017-2018** school year), the Board shall provide the employee with a ~~6~~ **5%** increase in creditable earnings **for up to three (3) years** paid under Sections 6.1 and 6.2 of the Agreement, in lieu of being compensated on the salary schedule.

However, in order for the annual increase to include an increase in creditable earnings paid under Sections 6.1 and 6.2, the employee must continue to perform all of such duties for each of the years following the written notice of the election to participate. If the employee does not continue to perform duties not compensated on the Salary Schedule, the amount paid for such duties in the previous school year shall be deducted from the total creditable earnings for that year before the ~~6~~ **5%** increase is applied.

Once the employee's statement of intent to retire and participation in the retirement program is approved by the Board, the employee shall not assume duties under Sections 6.1 and 6.2 that were not performed by the employee during the prior school year.

C. No Board-paid Penalty

The Board shall not be required to (1) pay any benefit under Section B that would subject the Board to any additional payment to TRS under P.A. 94-0004, or to IMRF, subsequent amendments to the Pension Code, TRS or IMRF rules; or (2) pay any benefit under Section B if the employee has received an increase in creditable earnings in excess of 6% for any school year used to calculate the employee's pension.

The Board may waive this Section C in its sole discretion, and any such waiver will be nonprecedential in effect.

D. Limitation on Number of Retirees

The number of employees who may be awarded a retirement incentive in any year may be limited at the Board's option to thirty percent (30%) of those eligible, with the right to

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participate to be allocated among those applying on the basis of seniority in Board employment. In the event of a tie in seniority in Board employment, the order of seniority shall be determined in favor of the employee with the earliest birth date. If an employee is unable to retire in the first year s/he requests a retirement incentive and is ineligible due to the Board's exercise of the thirty percent (30%) option provided in this Section, the employee will have priority to retire at the end of the following school year without losing the retirement incentive.

E. Conditions for Withdrawal of Resignation and from Retirement Program

The employee's statement of intent to retire and request for the approval of a retirement incentive shall be deemed to constitute an irrevocable resignation from employment, effective on the date submitted by the employee once the request is approved by the Board. However, the employee may request to withdraw his/her statement of intent to retire for the following reasons that arise after the Board approval of same:

1. diagnosis of terminal illness of the retiree or his/her spouse, or death of the spouse;
2. total disability of the retiree's spouse;
3. serious illness of a medically and financially dependent child or parent; or
4. legal action for the dissolution of the employee's marriage or for legal separation is filed in court before the date of retirement specified in the teacher's request for retirement incentive.

In any of the above events, the employee will tender a written proposal for the withdrawal of his/her statement of intent to retire and request for retirement incentive. As a condition of the Board's consideration of the request, the employee will agree to a wage deduction that will repay the Board any retirement incentives paid to the teacher to date. Repayment by wage deduction shall be completed within 180 calendar days of the Board's approval of the withdrawal. The Board may accept or deny the request to withdraw the resignation in its discretion, and the Board's acceptance or denial of such request shall not be reviewable under the grievance procedures or precedential in effect.

7-1 DUTY-FREE LUNCH (T.A. 12/4/12)

Employees shall be entitled to a duty-free lunch period of at least thirty (30) minutes each work day.

When requested by a supervisor, or in case of an emergency that is cleared with the supervisor upon or immediately after its occurrence, whichever is feasible, an employee who agrees to surrender his/her duty-free lunch shall be paid at the rate of ~~\$14.50 through the 2009-2010 school year and \$16.50/day beginning with the 2010-2011 school year~~ per lunch period **for the 2012-2013 school year, \$17.00 per lunch period for the 2013-2014 school year, and \$17.50 per lunch period for the 2014-2015 school year.** Emergencies are defined as, but not limited to, instances of staff shortages, student behavior/emergency, inexperienced substitute.

9-1 HEALTH INSURANCE

~~The Board shall provide hospital and major medical insurance, individual coverage. The Board shall pay up to the following amounts per employee per year for the costs of such insurance:~~

~~2007-2008 \$10,000
2008-2009 \$10,000
2009-2010 \$10,000
2010-2011 \$10,000
2011-2012 \$10,000~~

~~Additional costs of such insurance shall be the sole responsibility of the employee.~~

The Board shall offer hospitalization and major medical insurance coverage for eligible employees.

For the period July 1, 2012 through December 31, 2012, there shall be no adjustment in the amounts paid by the Board and the employees towards the employee's choice of coverage.

For the period January 1, 2013 through June 30, 2013, the Board shall contribute the following amounts towards the employee's choice of coverage. The additional costs of such insurance shall be the sole responsibility of the employee.

<u>Employee only</u>	<u>\$ 3,944.90</u>
<u>Employee plus spouse</u>	<u>\$ 5,348.75</u>
<u>Employee plus child</u>	<u>\$ 4,899.99</u>
<u>Employee plus family</u>	<u>\$ 6,369.48</u>

For the 2013-2014 school year, the Board shall contribute the following amounts towards the employee's choice of coverage. The additional costs of such insurance shall be the sole responsibility of the employee.

<u>Employee only</u>	<u>\$ 8,278.16</u>
<u>Employee plus spouse</u>	<u>\$ 11,333.18</u>
<u>Employee plus child</u>	<u>\$ 10,360.13</u>
<u>Employee plus family</u>	<u>\$ 13,532.04</u>

For the 2014-2015 school year, the Board shall contribute the 2013-2014 amounts towards the employee's choice of coverage. The additional costs of such insurance shall be the sole responsibility of the employee.

<u>Employee only</u>	<u>\$ 8,537.66</u>
<u>Employee plus spouse</u>	<u>\$ 11,855.34</u>
<u>Employee plus child</u>	<u>\$ 10,802.22</u>
<u>Employee plus family</u>	<u>\$ 14,221.04</u>

9-2 ~~DEPENDENT HEALTH INSURANCE~~

~~The Board shall contribute annually toward the cost of dependent hospital and major medical insurance at an amount equal to 100% of the average dollar amount paid by member districts for such coverage during the previous school year. The Board contribution will not be less than 30% of the cost of dependent hospital and major medical insurance.~~

9-4 DENTAL INSURANCE (T.A. 12/4/12)

The Board shall provide dental insurance for employees. The Board shall **contribute three hundred five dollars (\$305)** ~~pay up to \$600~~ per employee for the costs of such insurance. Additional costs of such insurance shall be the sole responsibility of the employee.

12-2 DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, ~~2007~~ **2012** and shall continue in effect until June 30, ~~2012~~ **2015**. 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.

The Board may elect to terminate this Agreement on June 30 of any school year upon the occurrence of either of the following events:

- A. **The Pension Code is amended and the costs to the Board related to the Illinois Teachers' Retirement System are thereby increased; or**
- B. **The Property Tax Extension Limitation Law ("PTELL") is amended to make an ECHO member school district's extension limitation 0% if the school district's total equalized assessed valuation (EAV) is lower than the prior year (e.g., see SB 2073), and such extension limitation applies to any ECHO member district.**

In the event that the Board elects to terminate this Agreement upon the occurrence of either of the above events, the Board shall notify the Association in writing of such election by not later than June 1 that the Agreement shall terminate on June 30 of the school year. In the event that the Board provides such notice, the Board and the Association shall commence negotiations for a new Agreement for the following school year.

APPENDIX A

2012-2013 School Year

- MA, MA + 15 and MA + 30 Lanes on Certified Salary Schedule end at step 22.
- All employees shall be frozen on their 2011-2012 step on the salary schedule. Each step on the schedule shall be increased by 2% (i.e., each employee on the salary schedule shall receive a 2% increase over his/her 2011-12 salary).
- Employees off the schedule (steps 23 and below) shall receive a 2% increase.

2013-2014 School Year

- MA, MA + 15 and MA + 30 Lanes on Certified Salary Schedule end at step 22.
- All employees shall be frozen on their 2011-2012 step on the salary schedule. Each step on the schedule shall be increased by 2%.
- Employees off the schedule (steps 23 and below) shall receive a 2% increase.

2014-2015 School Year

- MA, MA + 15 and MA + 30 Lanes on Certified Salary Schedule end at step 22.
- All employees shall be frozen on their 2011-2012 step on the salary schedule. Each step on the schedule shall be increased by 2%.
- Employees off the schedule (steps 23 and below) shall receive a 2% increase.