

PROFESSIONAL NEGOTIATIONS AGREEMENT (PNA)

between

The Board of Education
Arbor Park School District 145
Cook County, Illinois

and

The Arbor Park Education Association
A. P. E. A.

2016 - 2017
2017 - 2018

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PREAMBLE

The Board of Education of Arbor Park School District No. 145 and the Arbor Park Education Association recognize that the ultimate aim of public schools is to provide the best education possible for children and youth in the district. Attainment of these educational objectives is a joint responsibility of the Board of Education, the administrative and supervisory staff and the professional teaching personnel. Any alleged violation, misinterpretation or misapplication of this Preamble shall not be grievable nor shall any member of the bargaining unit commence any proceeding in state or federal court concerning any alleged violation, misinterpretation or misapplication of this Preamble.

I. RECOGNITION

- A. Recognition. The Board of Education of Arbor Park School District No. 145, Cook County, Illinois, hereinafter referred to as the "BOARD", recognizes the Arbor Park Education Association, an affiliate of the Illinois Education Association and the National Education Association, hereinafter referred to as the "ASSOCIATION", as the sole and exclusive negotiating agent for all full-time certified staff members, hereinafter referred to as "CERTIFIED, CERTIFIED STAFF or CERTIFIED STAFF MEMBERS", in School District 145 except the following: Superintendent, Assistant Superintendent, Principals, Assistant Principals, Registered Nurses who do not have a Professional Educators License, Casual or Non-contractual Substitute Teachers, Guidance Counselors, Teacher Aides, Coordinators of Special Education Services, Intern Psychologists, Administrative Coordinators, all non-certified personnel and certified administrative personnel having the authority to hire, transfer, assign, promote, discharge or discipline other employees, or having the responsibility to make recommendations thereon. Part-time teachers will be part of the Bargaining Unit and will be represented as such by the Association.
- B. Definitions.
1. The word "Certified" shall mean any employee who has obtained a Professional Educators License from the Illinois State Board of Education.
 2. The word "day" appearing in Article V. - Grievance Procedure shall mean any day that the District Office is open to the public for District business.
 3. The phrase "full-time equivalency" shall mean an employee whose position is defined as one that is scheduled to work 180 days in a school year, or for the purpose of measuring, shall be equal to a 1.0 FTE.
 4. The term "full-time equivalency" (also referred to as "FTE") shall mean the number of total hours scheduled for work (i.e., considering work year and work hours) divided by the maximum number of compensable hours in a full-time, full-year schedule, expressed as a decimal. For example, ".6 FTE" would describe the FTE for an employee scheduled to work a full-day for 108 days of a 180-day work year.
 5. The term "daily scheduled plan time" shall mean the block of time defined as such on the Certified Staff's daily schedule. Such plan time may be scheduled before, during, or after the student day; however, where a Certified Staff's scheduled plan time is during the student day, time before and after the student day will not be considered daily scheduled plan time.

II. BOARD RIGHTS

The Board retains and reserves the ultimate responsibility for proper management of the School District conferred upon and vested in it by the statutes and Constitutions of the State of Illinois and the United States, including, but not limited to, the responsibility for and the right:

- A. To maintain executive management and administrative control of the School District and its properties and facilities, and the professional activities of its employees as related to the conduct of school affairs.
- B. To hire all employees, and, subject to the provisions of the law, to determine their qualifications, and the conditions for their continued employment, or their suspension, dismissal, demotion or assignment, and to promote and transfer all such employees.
- C. To establish programs and courses of instruction, including special programs, and to provide athletic, recreational and social events for students, all as deemed necessary or advisable by the BOARD.
- D. To delegate authority through recognized administrative channels for the development and organization of the means and methods of instruction, including the utilization of teaching aids of all kinds, according to current written Board policy or as the same may from time to time be amended.
- E. To determine class schedules, hours of instruction, duties and responsibilities, and classroom and non-classroom assignments of certified staff members and other employees.

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, and the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited by the specific and expressed terms of this Agreement.

III. CERTIFIED STAFF RIGHTS

- A. Right to Organize. Certified staff members shall have the right to form or not to form, to join or not to join, to assist or to refrain from assisting professional employees' organizations, to participate or to refrain from participating in professional negotiations with the Board through representatives of their choice, all of the foregoing as permitted by law.
- B. Fair Share Agreement.
 - 1. Each bargaining unit member, as a condition of his/her employment, on or before three (3) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Association or pay a fair share fee to the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state and national dues.
 - 2. In the event of any legal action against the Board brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
 - a) The Board gives immediate notice of such action in writing to the

Association and permits the Association intervention as a party of it so desires, and;

- b) The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.
3. The Association agrees that in any action so defended, it shall indemnify and hold harmless the Board from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Board's non-negligent compliance with this Article.

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

4. The obligation to pay a fair share fee will not apply to any employee who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such employee is a member or a belief sincerely held with the strength of traditional religious views, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collection of the entire fee, the Association will make payment on behalf of the employee to a mutually agreeable non-religious charitable organization as per Association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.
- C. Representation. In the event that a certified staff member is required to appear before the Board or the Superintendent concerning any matter which could adversely affect the continuation of that certified staff member's employment, or the salary or compensation. The certified staff member shall be given notice of the reasons for such meeting and shall be permitted to have a representative or his/her choosing present for advice and representation. If the required appearance is before the Board, the certified staff member shall be given 5 days' notice of the reasons for such meeting.
 - D. Personnel File.
 1. Only one (1) official School District personnel file shall be maintained for each certified staff member.
 2. A certified staff member may inspect his/her personnel file upon request. Personnel records under inspection may not be removed from the (District Office) viewing area prescribed by the Superintendent or his/her designee.
 3. A copy of any material placed in the certified staff members personnel file shall be provided to the certified staff member ~~teacher~~ within (10) ten days of such placement unless such material is not subject to the certified staff members inspection pursuant to law.
 4. If a certified staff member disagrees with any information contained in the personnel file, the certified staff member may submit a written statement explaining his/her position which shall be attached to the disputed portion

of the personnel record.

- E. Duty-Free Lunch. A certified staff member may leave the school building during his/her duty-free lunch period.
- F. Notice of Assignment/Voluntary Transfer
1. Certified staff shall be informed of their assignments by June 1. Changes in assignments made after June 1 shall be made only after personal consultation with the certified staff member. In the event an employee is not available for consultation, a letter sent to the certified staff members address (or summer address, if given to the Superintendent) shall be considered sufficient consultation with the certified staff member.
 2. A certified staff member may request a transfer to teach a different grade level or subject area. This request for reassignment shall be written and submitted to the Principal and the Superintendent. Upon review of program needs and staffing assignments, the administration will post on the District's web site those staff positions which are considered as open for the next school year prior to issuing staff assignments by June 1. A copy will also be provided to the Association. All interested candidates will be required to follow the prescribed procedures as stated on the posting to be considered for the stated position.
- G. Involuntary Transfer
1. At the time of assignment, all persons who are involuntarily transferred to a different assignment will receive a personal letter from the principal(s) involved.
 2. If a certified staff member is notified of a change in assignment after July 1, the certified staff member may resign without penalty or prejudice.
- H. Non-discrimination. The Board and the Association agree not to discriminate or threaten to discriminate against professional employees in regard to hiring, promotion, assignment, salary increment, termination of contract, tenure of service, or any other term or conditions of service by reason of their sex, race, religion, creed or age.
- I. Job/Position Sharing. Two certified staff members with the same professional educator's license may share an established position, subject to the Board's approval. Any approved request shall be for one (1) year only; but may be extended, if another request to this position is submitted. Any certified staff member participating in Position Sharing shall not lose accumulated tenure or seniority. Subsequent seniority will accrue at one-half (1/2) year per school year completed.

Each certified staff member's salary shall be calculated upon their FTE and based upon his/her regularly calculated full-year salary.

- J. Part-Time Employment
- As need is determined by the Board of Education, the administration will offer part-time positions. Such positions will be posted in accordance with the procedures as outlined in Section III, Paragraph E of this contract. Any full-time certified staff member may apply for any part-time position. If a full-time certified staff member becomes a part-time certified staff member, he or she will not be required to resign in order to become a part-time certified staff member. For purposes of tenure and seniority, each year of part-time employment will count as $\frac{1}{4}$, $\frac{1}{2}$, or $\frac{3}{4}$ of a year, whichever is closest to the fraction of year the certified staff member is actually employed by School District 145. Tenure will not be forfeited by any tenured certified staff member who accepts part-time employment. Notice of these part-time positions will be

given to the current certified staff before it is posted for the public. Part-time positions will be awarded based on the best qualified for the position as determined by the Superintendent of Schools. Former full-time certified staff member, who become part-time certified staff member, will be given preference to fill any full-time vacancies before new certified staff member are hired. Any certified staff member currently employed by School District 145 who accept or accepted part-time employment on any terms other than those stipulated in this section will be accorded all service credit and tenure status due to them. Former full-time certified staff member, who become part-time certified staff member, are to notify the Superintendent of Schools within sixty days of the final day of student attendance of their intent to continue in the part-time position, or to return to a full-time position should one be available.

Part-time certified staff member shall receive sick leave days and personal days on a pro-rated basis, based on a full-time equivalency (FTE). Unused sick-days will continue to accumulate, as is the case with full-time certified staff member. Participation in the A.P.E.A. Sick-Bank will be determined by the A.P.E.A. Executive Board. Health, dental, and life insurance benefits are not offered to any School District 145 employees working less than five hours per work day. This same policy applies to part-time certified staff member.

K. Certified Staff Safety

1. Assault (Attempted Battery)/Battery/Threats. In any case of assault (attempted battery) or battery against a certified staff member by a student or parent/guardian, the certified staff member shall submit a written report of the incident to the Principal or the Principal's designee. A certified staff member may submit a written report of a threat made by a student or parent/guardian to the Principal. The Principal, or his/her designee, shall investigate a certified staff member's written report of assault (attempted battery), battery, or threat. Following the investigation, if the Principal agrees that an assault (attempted battery) or battery has occurred, the Principal or his/her designee will report the incident to local law enforcement authorities. The Principal may report a threat to local law enforcement authorities. In any case, the certified staff member may make his/her own report of assault (attempted battery), battery, or threat to local law enforcement authorities.
2. Safety. If a certified staff member discovers a hazardous teaching condition, he/she shall notify the building principal, in writing, of such conditions. A copy of such report will be submitted to the Superintendent and in turn to the Board of Education with written confirmation to the certified staff member. A copy of the certified staff members' written report will be provided to the Association when forwarded to the Board.

L. Suspension Without Pay. No tenured certified staff member will be suspended without pay without just cause.

M. Institute Days. The registration time for District institute days shall not begin earlier than 8:15 a.m.

N. Certified Staff Plan Time.

1. Early release time is reserved for professional collaboration, data recording and instructional planning.
2. Certified Staff shall have uninterrupted daily scheduled plan time. Such plan time may be scheduled before, during, or after the student day; however, where a Certified Staff's scheduled plan time is during the student day, time before and after the student day will not be considered daily scheduled plan time. The parties recognize and agree

that in instances of IEP meetings and parent requests, full daily scheduled plan time may not be available. Administrators shall be mindful of Certified Staff plan time and will make every effort not to schedule meetings during that time. Interrupted daily scheduled plan time used for IEP and parent meetings will not be compensated. All other interruptions of daily scheduled plan time will be compensated at \$30.00 for a full plan time or \$15.00 for half the plan time.

3. Certified Staff shall be given one day at the beginning of the year to prepare the classroom for the upcoming school year.
4. By request Certified Staff shall be afforded time to collaborate with Paraprofessionals and co-teachers.

O. Mentoring. The Board and the Association agree that a mentoring program is critical to the success of new teachers and important to all stakeholders. The mentoring program will be developed with specific roles and responsibilities for each party involved. Phase I of the program will be prepared for implementation in the fall of 2016. The Board and the Association will determine the committee members who will hold the responsibility of developing the program. CPDU's will be granted to the Mentor as approved by the Illinois State Board of Education.

P. Class Size. The number of students placed in any class shall be based on grade levels as follows:

<u>Grade Level</u>	<u>Ideal Enrollment Per Class</u>
Kindergarten, First and Second	23
Third, Fourth and Fifth	25
Sixth, Seventh and Eighth	28

In the event a class enrollment exceeds the ideal size by 10%, administration will meet with the affected certified staff member for the purpose of evaluating, selecting and implementing one or more options from the below list:

1. Add a section and a certified staff member at the affected grade level.
2. Add a paraprofessional to the affected class.
3. A stipend will be considered as a last option in recognition of the additional workload:
 - a. \$300 per trimester for each student above the ideal class size plus 10% for self-contained classrooms.
 - b. \$60 per trimester for each student above the ideal class size plus 10% for departmentalized classes.
4. Or, another solution mutually agreed upon by the certified staff member, administration and the Board of Education.

A meeting shall occur within five (5) school days of the date on which the enrollment first exceeds the ideal number of students by 10% with implementation occurring as soon as practicable.

IV. ASSOCIATION RIGHTS

A. No Reprisals. The Board and the Association agree not to impose or threaten to impose reprisals on professional employees or to discriminate or threaten to discriminate against professional employees in regard to hiring, promotion, assignment, and salary increment,

termination of contract, tenure of service, or any other term or conditions of service by reason of their exercise of rights provided by this Agreement.

- B. Bulletin Boards. The Association may use the bulletin boards in the faculty lounge for a reasonable volume of written communication.
- C. Association Meetings. The Association is permitted to conduct meetings in any School District building, provided that they are in compliance with building rental policy and that prior approval as to time and place of meeting is obtained from the principal of the building where the meeting is to be held and the date cleared on the School District calendar through the Superintendent's office.
- D. Association Meetings - Institute Days. The Association is permitted to conduct meetings on institute days exclusive of designated agenda time, provided that such meeting shall occur at a mutually agreeable time and that prior written approval of the Superintendent or his/her designee is obtained.
- E. Mailboxes. The Association is permitted reasonable use of certified staff member mailboxes limited, however, to the dissemination of not more than one communication daily, the cost of which shall be at the sole expense of the Association and, provided that use does not interfere with the normal school operations.
- F. Association Leave. The Association shall be granted professional leave with pay for five (5) days per school year for the Association president or his/her designee for attendance at Association-sponsored conventions, conferences or the like, provided that the Association shall reimburse the Board for the cost of a substitute therefore. The Association president or his/her designee shall notify the Superintendent not later than five (5) days in advance of said leave of the person designated to take such leave, except in cases of emergency.
- G. Calendar. A copy of the tentative calendar shall be available for certified staff member's to review one (1) month prior to final adoption. All certified staff members shall be allowed to submit suggestions for the school calendar through the building principal. Suggestions must be submitted within ten (10) days of the date that the tentative calendar is made available to the certified staff member's.
- H. Board Meeting Agenda and Minutes. The President of the Association or his/her designee shall be provided with e-mail notice of all regular and special meetings of the Board together with a copy of the agenda or statement of purpose when provided to Board members. A copy of all open Board meeting minutes shall be provided to the President of the Association or his/her designee after approval. Placement of a notice of meetings, the agenda and the approved meeting minutes shall be e-mailed to the Association President.
- I. Opportunity to Address Bargaining Unit Members. The Association shall be allotted fifteen (15) minutes to address bargaining unit members at the opening District institute and on District 145 institute days. The Association will provide the Superintendent with at least two (2) days written notice prior to the workshop or institute day at which the Association does not wish to address bargaining unit members.

V. GRIEVANCE PROCEDURE

- A. Definition. A grievance is defined as a complaint by a bargaining unit member or the Association on behalf of a consenting certified staff member that there has been a violation, misinterpretation, or

misapplication of any provision of this Agreement. However, the Association may not file a new grievance or process an existing grievance on behalf of a certified staff member who files a grievance, which alleges the same violation, misinterpretation, or misapplication of the Agreement.

B. Statement of Basic Principles.

1. Representation. Any certified staff member has a right to be represented in the grievance procedure. Similarly, any administrator or supervisor so involved may also have representation. Each side will bear the cost of its representation. The certified staff member shall be present at any grievance discussion when the administration and/or the Association deem it necessary. When the presence of a certified staff member at a grievance hearing is requested by either party, illness or other incapacity of the certified staff member or other parties directly involved shall be grounds for any necessary extension of grievance procedure time limits. The certified staff member shall not be required to discuss any grievance if an Association representative has been requested and is not present.
2. No Representation. Every certified staff member covered by this Agreement shall have the right to present grievances in accordance with these procedures, with or without representation. Nothing contained in this Article or elsewhere in this Agreement shall be construed to prevent any individual employee from discussing a problem with the administration and having it adjusted without intervention or representation of Association representatives. In any instance after the Informal Step where the grievant has not requested the presence of a representative, the Association shall be given notice of any meeting between the certified staff member and the administration or the Board regarding the grievance and shall be afforded the opportunity to be present. The Association shall be notified in writing of the disposition of the grievance.
3. No Reprisals. The Board shall visit no reprisals upon a certified staff member who participates in the grievance procedures. The Association shall visit no reprisals upon a certified staff member who elects not to participate in the grievance procedure.
4. Time Limits. The failure of a certified staff member or the Association to act on any grievance within the prescribed time limits shall act as a bar to any further appeal and an administrator's failure to give decision within the time limits shall permit the grievant to proceed to the next step, unless time limits are extended by mutual agreement.
5. Participation. Hearings and conferences under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present, to attend and will be held, insofar as possible, after school hours, or during non-teaching time of personnel involved. When such hearings and conferences are required by the administration to be held during school hours, all employees whose presence is required shall be excused with pay for that purpose.
6. Interruptions/Interference. It is agreed that any investigation or other handling or processing of any grievance by the grieving certified staff member or Association representatives shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the teaching staff.
7. By-Pass of Grievance Steps. Where applicable, and upon mutual agreement by the Superintendent and the Association, the Informal Step and Step 1 of the grievance procedure may be bypassed.

C. Procedures

Informal Step. An attempt shall be made to resolve any grievance in informal oral discussion between complainant and his/her building principal or the building principal's designee.

Step 1. Building Principal. If the grievance cannot be resolved informally, the aggrieved certified staff member shall file the grievance in writing and, at a mutually agreeable time, discuss the matter with the principal. This meeting shall occur within ten (10) days of the principal's receipt of the grievance. The written grievance shall state the nature of the grievance, shall cite the specific clause or section of the agreement allegedly violated, and shall state the remedy requested. The filing of the grievance at Step 1 shall not be later than fifteen (15) days from date of the occurrence of the event giving rise to the grievance. The principal or his/her designee shall have ten (10) days following the meeting in which to provide his/her written memorandum setting forth the disposition of the grievance to the certified staff member, Superintendent and the Association.

Step 2. Superintendent. In the event a grievance has not been satisfactorily resolved at Step 1, the aggrieved certified staff member shall file, within ten (10) days of the principal's written decision or answer at Step 1, a copy of the grievance with the Superintendent. Within ten (10) days after written grievance is filed, the aggrieved, a representative of the aggrieved as desired, the principal and the Superintendent or his/her designee, shall meet to resolve the grievance. The Superintendent or his /her designee shall have ten (10) days following the meeting in which to provide his/her written memorandum setting forth the disposition of the grievance to the certified staff member and the Association.

Step 3. Board. If the grievance cannot be settled at Step 2, the grievance shall be submitted to the Board within ten (10) days to be considered in as timely a fashion as the schedule of the Board meeting and the agenda therefore permit, but not later than the 2nd meeting following receipt of the grievance at Step 3.

The aggrieved, acting independently or through the Association, may present a written brief to the Board and may request an oral hearing on the grievance. The hearing will be conducted by the full Board or by a quorum of the Board. In the event the Association is not present at Step 3 of the grievance procedure, it will be notified of the Board's disposition of the grievance.

Step 4. Arbitration. If the grievance is not resolved satisfactorily to the Association or the grievant, there shall be available a fourth step of impartial arbitration. The Association or the grievant shall submit in writing a request to enter into such arbitration within twenty (20) days after receipt of the Board's disposition of the grievance by the grievant or the Association. The arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties within ten (10) days after said notice is given. If the two parties fail to reach agreement on an arbitrator within ten (10) days, the American Arbitration Association will be requested to provide an arbitrator in accordance with its Voluntary Labor Arbitration Rules. The decision of the arbitrator will be binding on the parties. Neither the Board nor the Association will be permitted to assert any grounds or evidence before the arbitrator, which was not previously disclosed to the other party, unless the grounds or evidence were not theretofore reasonably discoverable.

Expenses for the arbitrator's services and the expenses, which are common, to both parties (i.e., court reporter, meeting room if arbitration conducted outside the school district) to the arbitration shall be borne equally by the Board and the Association. Each party to an arbitration proceeding shall be responsible for compensating its own representatives and witnesses.

The arbitrator, in his/her award, shall not amend, modify, nullify, ignore or add to the provisions

of the Agreement. His/her authority shall be strictly limited to deciding only the issue or issues presented to him/her in writing by the Board and the Association and his/her decision must be based solely upon his/her interpretation of the meaning or application of the expressed relevant language of the Agreement and any applicable statutes.

When a grievance is submitted on or after June 1, every reasonable effort shall be made to conclude the grievance before the end of the school term. The Board, the administration, the grievant and the Association shall grant the reasonable requests made by the one party upon the other for any readily available and pertinent and legally non-confidential information relevant to the investigation of the grievance.

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

- D. Remedy. In the event any member of the bargaining unit commences a proceeding in any state or federal court or administrative agency against the Board, charging the Board with a violation of any of the rights enumerated in the Professional Negotiations Agreement, such remedy shall be exclusive and the said member shall be barred from invoking any other remedy which may be provided for in this Agreement.

VI. NEGOTIATIONS PROCEDURE

- A. Commencement. All proposals for changes to be incorporated in this Agreement are to be made by the Association not later than the first Tuesday in April of the terminating year, and no further proposals may be submitted thereafter unless mutually agreed to by both parties. The Board shall have until the fourth Tuesday in April to present its proposals to the Association, and no further proposals may be submitted thereafter unless mutually agreed to by both parties. Sufficient copies of proposals for all members of both negotiating teams shall be provided by the Board of any proposal made by each side. Each party shall be responsible for maintaining its own minutes of the negotiations meetings. The Association shall notify all certified staff members in writing of the exact details offered by the Board in its final offer.
- B. Tentative Agreements. Each item tentatively agreed upon shall be initialed by a designee of each negotiation team and considered tentatively approved until the final signing and ratification of the final Agreement.
- C. Mediation. It is agreed that the parties will jointly request the Federal Mediation and Conciliation Service (FMCS) if both parties to this Agreement mutually determine that the assistance of a mediator would be helpful. Should FMCS be unavailable, the parties shall immediately commence discussions as to a replacement. In the event that the parties cannot agree upon a replacement, the Illinois Educational Labor Relations Board shall be notified.
- D. Contract Printing and Distribution. Within thirty (30) days of ratification of the revised Professional Negotiations Agreement, the Board shall have sufficient copies prepared and delivered to each certified staff member currently and thereafter employed within the School District. If ratification is reached during the regular school year, the copies will be prepared for distribution through the Superintendent's office as soon as practicable after the new school year begins.

VII. LEAVES

- A. Sick Leave. The certified staff shall be entitled to a total of fifteen (15) sick leave days with full pay per school term. Such sick leave shall accumulate to make a total of three

hundred forty (340) days. Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household, i.e., spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brother-in-law, sister-in-law, parents or legal guardian. The Superintendent may grant leave for illness or death not defined herein, but in no event shall such a grant be determined to be a past practice or precedent.

Any certified staff member who is unable to return to full-time service prior to the first day of the school term following the school term during which all sick leave benefits have been exhausted and the entirety of the next school term may be determined to be totally and permanently disabled by the Board and his/her employment with the Board may cease.

- B. Payment for Unused Sick Leave. Upon a tenured certified staff member's voluntary resignation, the tenured certified staff member shall be compensated in the amount of twenty dollars (\$20.00) for each day of accumulated sick leave not certified to the Illinois Teachers' Retirement System.
- C. Physician's Certificate. A certified staff member reporting sick for three (3) or more consecutive days may be required to submit a physician's certificate upon returning to work.
- D. Sick Days-Excessive/Illegal Use. Excessive use of sick days may be cause for an individual conference or a request for a physical examination or other remedies at the discretion of the Superintendent. Illegal use of sick days shall be considered as a breach of contract and may be cause for dismissal.
- E. Personal Leave. Three (3) days of sick leave allowance as provided in Section A of this Article may be used for personal business subject to Superintendent's approval. Personal business leave may be authorized with general indication of the nature of business without including specific details. Examples of personal business leave would be transacting or attending to legal or business matters, household or family emergencies and other personal matters which cannot be conducted outside of regular working hours. Except in the case of emergencies, written advance notice of the necessity for personal leave shall be submitted as soon as possible to the Superintendent or designee. This provision should not be construed to allow certified staff members to use personal leave to extend vacation periods, nor for use on the day prior to or subsequent to a non-school day or the first or last week as scheduled in the school calendar, except for an approved emergency. Notwithstanding the foregoing, no more than two (2) certified staff members' may be permitted to use a personal day to extend a vacation period, on the day prior to or subsequent to a non-school day, or during the first or last week as scheduled in the school calendar, but only upon the written pre-approval of the Superintendent. Such approval shall be granted in the Superintendent's discretion. Approval, if granted, shall be on a first-requested first-approved basis.
- F. Family And Medical Leave. Certified staff are entitled to a leave according to the terms of the Family Medical Leave Act subject to the following provisions:
 - 1. Definitions.
 - a. "Eligible certified staff" means a certified staff member who has been employed with the district for at least twelve (12) months and has at least 1250 hours of service with the district during the twelve (12) months which precede the period of the requested leave.

b. The term "academic term" means that portion of the school year, July 1 to the following June 30, when school is in actual session.

c. Other terms shall be defined as defined in the Family and Medical Leave Act (P.L. 103-3) and rules and regulations as promulgated by the United States Department of Labor.

2. Purposes.

Eligible certified staff members shall be granted a total of up to twelve (12) work Weeks of unpaid leave during any academic term for one or more of the following reasons:

- a. The birth of a child;
- b. The adoption of a child or the placement of a foster child;
- c. To care for a spouse, son, daughter, or parent who has serious health conditions; and
- d. A serious health condition that makes the certified staff member unable to perform his/her job.

A doctor's certification may be required of a "serious health condition". The doctor's certification shall include the following: Appropriate medical facts, date condition began, probable duration of leave, planned treatment and schedule (for reduced or intermittent leave) and need for employee to provide care (if leave is to care for another). In 2c. and 2d. the Superintendent may require a second and third opinion (at the district's expense).

3. Duration.

Leave requested for the purposes listed above shall be granted for the first twelve (12) weeks unless a leave of shorter duration is requested by the eligible certified staff member.

Certified staff members may, but shall not be required to, use paid sick leave days and/or personal leave days during the period of leave taken under the Family Medical Leave Act. *The district does not encourage "Stacking" the planning of utilizing sick /personal days immediately after the completion of the FMLA. If the employee wishes to use the FMLA over two academic school years (over summer), the employees utilizing FMLA's under section 2c. or 2d. would need to reapply and provide appropriate medical documentation for the second academic term. The employee would be eligible for any unused weeks from the original twelve (12) weeks granted. The district considers a week for FMLA purposes as any week during the school year when employees are required to be in attendance for at least two days during that five day period.*

4. Notification.

In any case in which the necessity for leave under subparagraphs 2a. or 2b. is based on an expected birth or placement, the eligible certified staff members shall provide the Superintendent at least thirty (30) days' notice before the day the leave is to begin, of the certified staff member's intention to take leave under such subparagraph. Where due to unforeseen circumstances, such notice not practicable, said certified staff member is shall provide as early notice as practicable.

In any case in which the necessity for leave under subparagraph 2c. or 2d. is based upon illness or a serious health condition, the eligible certified staff member shall make every reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the District, subject to the approval of the health care provided. The eligible

certified staff member shall provide the Superintendent with not less than thirty (30) days' notice before the date the leave is to begin, of the certified staff member's intention to take the leave. Where due to unforeseen circumstances such notice is not practicable, the certified staff member shall provide as early a notice as practicable.

5. Continuation of Health Insurance.

The Board shall maintain health care coverage for the duration of the Family and Medical Leave at the same level and under the same conditions that existed at the time of the commencement of the leave. The cost of health care premiums paid by the district during the leave can be recovered if the employee does not return to work at the end of the leave.

6. Repealer.

In the event that the Family and Medical Act is repealed, this Section F. shall, as of the date of repeal, no longer be in force and effect.

G. Sabbatical Leave. Sabbatical leave(s) may be granted in accordance with provisions set forth in the School Code of Illinois. Request for such leave must be submitted to the Superintendent by December 1 in the year prior to the one during which the proposed sabbatical leave is to begin. This provision shall not be construed to mean that a certified staff member is entitled to a sabbatical leave, but only that he/she is eligible for consideration for such leave. Applicants will be notified of the Board's decision by February 1. No application will be held over for the following year. If a staff member applies and is not accepted, another application may be made the following year.

H. Sick Leave Incentive. A certified staff member who does not use any sick days during the school term will be compensated by June 30 by payment of the amount indicated:

<u>Sick leave</u> <u>Days Used:</u>	<u>Entire School</u> <u>Term*</u>	<u>New Hires</u> <u>(135 days)</u>	<u>New Hires</u> <u>(90 days)</u>
0	\$150.00	\$112.00	\$75.00

Personal day use will not be considered sick days under the Sick Leave Incentive Program. Staff will not be able to change used sick days to personal days once the identified day has expired.

I. Sick Leave Bank. Tenured certified staff members are eligible for participation in a Sick Leave Bank administered by the Association. Any certified staff member who retires or resigns may donate any or all accrued sick days for which he/she has not been compensated for or has used for TRS retirement credit.

The Association agrees to save, protect, defend, indemnify and hold harmless the Board and its officers, agents and employees against any and all claims, demands, suits and judgments arising from any actions or inactions by the Association in relation to the Sick Leave Bank, or arising from any claimed violation of any federal, state or local laws, rules or regulations.

VIII. CERTIFIED STAFF COMPENSATION

A. Work Year. Should any certified staff member be required to work more than one hundred eighty (180) days pursuant to the school calendar adopted by the Board, he/she shall have his/her salary adjusted on a per diem basis according to the salary schedule then in effect. Such certified staff member shall be paid an additional 1/180 of his/her annual salary for each such day. Any docking of a certified staff members pay pursuant to this agreement shall be computed

by the same formula. The terms and provisions of this paragraph and the salary schedule(s) shall not apply to any summer school programs curriculum development work or other summer work outside the school calendar.

B. Salary and Coursework Reimbursement.

Certified Staff salaries for school year 2016-17 will be increased by 5.0% and salaries for school year 2017-18 will be increased by 3.5%.

1. Certified staff members who are new to the District will be compensated according to the Salary Schedules set forth in Appendix A, which is attached hereto and incorporated into this Agreement.

2. The District will fund a tuition reimbursement pool of \$20,000 per semester, \$40,000.00 maximum in 2016-2017 and 2017-2018. Further, any unused dollars remaining after December 31 each year during the term of this contract will be made available for payout until the end of the fiscal year with the understanding that any funds unexpended on June 30th will not roll forward to the subsequent fiscal year.

- a) All coursework must be preapproved by the Superintendent prior to the commencement of such work in order to qualify for additional compensation under this Section. Approval shall be granted only for coursework taken for advanced or further certified staff certification requirements, expansion of knowledge of school subjects taught in district, expansion of knowledge of teaching methods and/or psychology, or completion of advanced degree requirements in Early Childhood through Middle School education.
- b) All approved requests will be combined to determine the total tuition reimbursement requested for the semester.
- c) If the reimbursement amount requested does not exceed the pool allocation allotted for the semester, each applicant will be reimbursed at 100% of tuition costs.
- d) If the total amount requested exceeds the pool allocation allotted for the semester, each applicant will receive a portion of the pool commensurate with their percentage of the total reimbursement requested.
- e) In order to receive reimbursement certified staff members' must submit a paid receipt and grade report that indicates the course(s) have been successfully completed by January 15th for the first semester disbursement and June 15th for the second semester disbursement.

3. Each certified staff member who successfully completes requirements for his/her first Masters of Arts (MA) Degree will have added to his/her salary Four Thousand Dollars (\$4,000.00) for successful completion of the degree.

In addition, each certified staff member who successfully completes the requirements for a Certificate of Advanced Study (CAS), or a Doctorate of Philosophy (PhD) (but not both a CAS and PhD) will have added to his/her salary Four Thousand Dollars (\$4,000.00) upon completion of the degree.

In order to receive the \$4,000.00, the certified staff member must submit an official transcript indicating completion of the program to the Superintendent by September 15th to receive the salary increase for the current school year.

All coursework must be preapproved by the Superintendent prior to the commencement of such work in order to qualify for additional compensation under this Section. Approval shall be granted only for coursework taken for advanced or further certified, certification requirements, and expansion of knowledge of school subjects taught in district, expansion of knowledge of teaching methods and/or psychology, or completion of advanced degree requirements in Early Childhood through Middle School education.

C. Extracurricular Schedule and Assignment.

1. The salary schedule for extracurricular positions is set forth in Appendix B which is attached hereto and incorporated into this Agreement.
2. Extracurricular activities are scheduled exclusive of the student attendance day.
3. The building principal shall meet with ~~the~~ building certified staff for input on the kinds of activities that could be offered and the length of each offering. The Superintendent shall post the list of activities available in each building on the faculty bulletin board in each building for at least three (3) workdays. Employees may apply to the building principal for any listed positions. In the event there are no qualified volunteers available for staffing a position, the Administration shall mandate a qualified certified staff member to fill said position, but such appointments shall be on a rotating basis. The Administration retains the sole and exclusive right to determine qualifications as described herein; however, such qualifications shall be reasonably related to the certified staff members training and experience.

D. Curriculum Development. The Board of Education may seek volunteers to assist in the process of curriculum development. When said curriculum development occurs outside of the regular certified staff workday, volunteers will be reimbursed at the rate of:

- Twenty-seven dollars (\$27.00) per hour for-2016-2017 and 2017-2018.

E. Lunch Supervision. The Board of Education may seek volunteers to supervise student lunch periods. When said lunch supervision occurs during the thirty (30) minute duty-free certified staff lunch period, volunteers will be reimbursed at the rate of:

- Fourteen (\$14.00) per half hour for 2016-2017 and 2017-2018

F. Pay Period. Employees shall be paid their annual salary on a twelve (12) month basis (Board developed and approved annual 26-payment schedule). If a regular pay falls on a date during the school term when school is not in session, certified staff members shall receive pay the last day school is in session.

G. Teacher Retirement System. The Board shall deduct and remit a sum equal to nine point four percent (9.4%) or any future amount dictated by Illinois Pension Reform or changes enacted by the Illinois State Legislature or the Teachers' Retirement System of the State of Illinois of the amount due each certified staff member as set forth on the Salary Schedule to the Illinois State Teachers' Retirement System. It is the intention of the parties to qualify these payments as picked up and paid by the Board, on the certified staff members' behalf, as employer payments pursuant to Section 414(h) of *The Illinois Code*, and the Pension Reform Act of 1986. The Board does not warrant that the deduction made from certified staff members' salaries pursuant to this paragraph are deemed excludable from certified staff members' gross wages, and as such, the Association and each individual certified staff member shall and do hereby indemnify and hold the Board harmless, and its members, agents and employees, from all claims, demands, actions, complaints, suits, assessments and deficiencies or other liability by reason of the

payment of such sums to the Illinois Teachers' Retirement System pursuant to this paragraph, including attorney's fees and the costs of defense of such claims.

H. Workers' Compensation.

1. A maximum of five (5) school day absences may be granted by the Superintendent for injuries occurring on the job, as allowed under the provision of workers' compensation insurance, with no loss of pay or accumulated sick leave.
2. An employee so injured will continue to receive his/her full salary less the wage benefits received from workers' compensation insurance, with no loss of pay or accumulated sick leave.
3. If unable to return to full-time service after twenty (20) days, an employee so insured will then continue to receive his full salary less wages paid by workers' compensation insurance until he/she has used up the dollar value of accumulated sick leave due him/her.
4. In no event, however, shall any certified staff member injured or disabled receive in excess of one hundred eighty (180) sick leave days from any source (or pay for the same), or such other amount as may be allowed by law.

- I. Internal Substitution. It is understood and agreed between the Board and the Association, that when a certified staff member is assigned internal substitution duties during his/her plan period, the certified staff member shall be compensated at the rate of:

- Twenty-seven dollars (\$27.00) per hour for-2016-17 and 2017-18

J. Retirement Benefit

1. In accordance with the provisions of this Section, the Board shall provide a retirement program for a certified staff member who retires at the end of the 2016-2017 or 2017-2018 school years, has a minimum of ten (10) consecutive years of full-time employment in the School District, is at least 55 years of age December 31, 2017 or December 31, 2018 respectively, for retirement at the end of the 2016-2017 or 2017-2018 school years, and has at least 35 years of creditable service, including accumulated sick leave, with the Illinois Teacher's Retirement System ("TRS"). In addition such retirement program shall be available to a certified staff member who is at least 60 years of age and has less than 35 years of creditable service, including accumulated sick leave, with the Illinois Teacher's Retirement System ("TRS").

a. Election to Retire

Certified staff members electing to participate in the one year program shall, by no later than the first day of March of the year of retirement, submit to the Board of Education a written letter of resignation and retirement advising the Board of the certified staff members retirement at the end of the current school term.

Certified staff members electing to participate in the two year program shall, by no later than the first day of March preceding the year of retirement, submit to the Board of Education a written letter of resignation and retirement advising the Board of the certified staff members retirement at the end of the subsequent school term.

b. Salary Enhancement

Certified staff members qualifying and applying for this salary enhancement program

shall have their prior year TRS creditable earnings increased up to their final two (2) year(s) of employment by 6.00%. Where applicable to multiple years, the 6.00% increase shall be compounded to result in 106.00% of the previous year's 106.00%.

Creditable earnings shall include salary, stipends, extra duty, summer school, and any other earnings considered creditable by TRS. A certified staff member whose salary for purposes of computing the 6.00% increase in creditable earnings includes a stipend for additional work (e.g. summer school, extracurricular activities, etc.) who does not continue to perform such work during a year that a retirement incentive is paid, shall have his/her total creditable earnings for the current year decreased by the amount of the stipend for that work for that year.

2. Retiring certified staff members' will be compensated for unused sick days not submitted for Illinois Teachers' Retirement System (TRS) service credit at the rate of \$20.00 per day to be payable 30 days after separation from the District.
3. The Board will cover 50.00% of the current cost of certified staff member's monthly individual health insurance premium in effect at the time of retirement to the Illinois State Teachers' Retirement Health Insurance Program (TRIP). Such contribution will continue for five (5) years or up to the age of sixty-five (65), whichever shall first occur. The certified staff member will be responsible for any annual increases imposed by the Teachers' Retirement Health Insurance Program (TRIP). In the event that the Illinois State Teachers' Retirement Health Insurance Program is discontinued, the Board shall pay the monthly cost of the retired certified staff member's individual health insurance premium for a substitute plan for the remaining months of his/her eligibility for such payments according to the above schedule. However, the maximum monthly Board payment towards a substitute plan shall not exceed the last monthly premium payment made by the Board for the certified staff member's insurance for the Illinois State Teachers' Retirement Health Insurance Program.

The Board shall also contribute towards retiree health insurance as provided in this paragraph for a certified staff member who retires during the 2016-2017 or 2017-2018 school years, rather than at the end of a school year, provided such staff member is otherwise eligible for a retirement incentive benefit under this Section J.

4. For part-time certified staff members, only items K.1. and K.2. above will apply. Item K.3., Board contribution towards the cost of the retired certified staff member's single health insurance coverage, does not apply to part-time certified staff members.
5. This Section K shall not be available to provide a retirement program to a certified staff member who retires after the 2017-18 school year.
6. The Board shall provide a retirement program to a certified staff member who retires at the end of the 2016-17 or 2017-18 school year, and has a minimum of ten (10) consecutive years of full-time employment in the School District and a minimum of twenty (20) years of TRS credit and who will qualify for E.R.O. under the terms of TRS in effect at the time of retirement, if any. The Board of Education will extend this benefit to 10% of the eligible employee pool. Eligible employees include those between the ages of 55 and 60 with service credit as outlined above. The following criteria will be used to determine the right to participate in the E.R.O. program:
 1. The years of notice given to the Board.
 2. On the basis of seniority in Board employment.
 3. In the event of a tie of seniority in Board employment, the order of seniority

shall be determined in favor of the employee with the earliest birth date.

The Board will be responsible for the employer E.R.O. contribution. The employee will be responsible for the employee E.R.O. contribution.

E.R.O. candidates would be eligible for the same TRIP insurance and sick leave benefits as afforded to non-E.R.O. retirees.

E. Reimbursement for Educational Materials

Each classroom certified staff member shall be allocated one hundred dollars (\$100.00) to spend per school year on educational materials. Submission of itemized receipts for all expenditures must be made by April 30th. No taxes will be reimbursed on any receipt submissions. In order to assist Certified Staff from paying taxes on reimbursable educational materials, copies of the District's tax exempt form will be available in District Office during normal operating hours. Reimbursement to each classroom certified staff member will be disbursed by May 30. All items must be for the educational program and used during that school year. Any receipts so submitted must be for that current school year.

IX. INSURANCE

A. Life Insurance. The Board shall provide term life insurance for each certified staff member in the amount of Fifty Thousand Dollars (\$50,000). Individual certified staff members' will be able to purchase additional units of life insurance beyond the Board's contribution of \$50,000 at employee's cost.

B. Medical Insurance. For each insurance renewal year during this Agreement and as follows, the Board shall contribute toward the cost of the individual certified staff member's health/dental insurance coverage according to the following:

9/1/2016 - 8/31/2018

PPO/HSA - Employee	100%	HMOIL/E	100%	HMOBA/E	100%
PPO/HSA – Employee + 1	80%	HMOIL/E + 1	80%	HMOBA/E + 1	90%
PPO/HSA – Full Family	75%	HMOIL/FF	75%	HMOBA/FF	90%

C. Insurance Committee. The Board and the Association agree to form an Insurance Committee which will meet as often as necessary but not less than quarterly, unless otherwise agreed, during each year of this Agreement and prepare a written recommendation regarding insurance coverage to the Board not later February 15th of each year for the Board's consideration. The Committee shall consist of nine (9) members, five (5) from the Association and four (4) members designated by the Board. One (1) Association member shall be from each school in the District and one (1) shall be appointed by the Association at large.

For each of its meetings, the Insurance Committee shall request the insurance carrier to provide available information regarding claims usage under the various plan options and the prescription drug program. The Insurance Committee will review the information provided by the carrier, evaluate trends, and inform the Association members and the Board regarding the possible rate impact of such trend(s) on the costs of the program options for the following year. In the event that the Insurance Committee reaches agreement regarding one or more recommendations regarding any changes to the plan options, such recommendations will be provided in writing to the Board and the Association for further consideration.

If by February 15th of each year the Insurance Committee cannot reach agreement regarding the recommendation, the Board may exercise its option to change insurance carriers or plans,

or provide coverage through a program of self-insurance, so long as the deductible and stop-loss for individual coverage are not increased and the co-insurance amount is not decreased when compared to the current insurance carrier program.

The Board and the Association agree that the Insurance Committee will review and make recommendations to the Board and the Association regarding disability plan options. The goal will be to make a program available to an employee that includes, as closely as possible based on premium cost considerations, the following:

After a waiting period of sixty (60) days, the benefit will pay 70% of the gross salary up to a maximum of \$3,000 per month payable to age 65 if due to sickness or for life if due to accident. This assumes participation in TRS and is in addition to the Illinois Teacher Retirement System benefit.

Individual employees who elect to participate in the program shall pay the cost of the premium.

- D. Salary Reduction. Those certified staff members who participate in individual or dependent health coverage as per the terms and conditions of the plan on or before the first day of each school year may at that time elect that the Board remit for them during said school year a sum equal to that portion of the premium for the individual and/or dependent coverage paid by the certified staff member. Said election shall be made on an annual basis.

The amount of gross wages due a certified staff member in the form of salary shall be the sum specified on the salary schedule less the payment by the Board, paid in installments as otherwise provided herein, provided the Board shall deduct from said gross wages all sums as required by law or as authorized by the certified staff member pursuant to the Agreement.

The certified staff members' shall have no right or claim to the funds so remitted. Once said election is made as provided above, it may not be rescinded except in the case of the death of the insured's dependents or a change in family status (such as marriage, divorce, birth or adoption of a child, termination or commencement of employment of the employee's spouse, the switching of part-time to full-time employment by the employee's spouse).

The Board does not warrant that the deduction made in the amounts listed on the compensation schedule by the Board for the certified staff members as set forth above are deemed excludable from the certified staff members gross wages, and as such, the Association and each individual certified staff members shall and do hereby indemnify and hold harmless the Board, its members, its agents, and its employees from any and all claims, demands, actions complaints, suits, assessments or deficiencies or other liability by reason of the payments of insurance premiums to the provision of this section. However, the duty of the Association and individual certified staff members' to indemnify and hold harmless the Board shall be inapplicable if liability is assessed as a result of the Board's failure to properly implement the salary reduction plan.

- E. Employee Flexible Fringe Benefit Plan-IRS Section 125. The Board shall maintain a plan, which meets the requirements of Section 125 of the Internal Revenue Code of 1986 as amended ("Code"). If at any time Code Section 125 or its related regulations are amended, the parties shall promptly revise the plan to comply with the amendment(s).

A Certified staff may elect to waive the medical and dental insurance coverage described in this Agreement and receive One Thousand Two Hundred Dollars (\$1,200.00) in additional cash compensation ("cash option"), or participate by choosing to receive benefits for the purposes set forth below and in the amounts specified.

Prior to the beginning day of the plan year, each certified staff member shall, in writing, elect the cash option or elect the medical and dental insurance coverage described in this Agreement. If a certified staff member elects this medical and dental insurance coverage, an amount equal to the amount specified for that plan year in Article IX.B., of this Agreement as the District's contribution for an individual certified staff members health/dental insurance coverage will be contributed by the District for certified staff members electing "employee" insurance coverage; an amount equal to the amount specified for that plan year in Article IX.B., of this Agreement as the District's contribution for an "employee + one" coverage; and an amount equal to the amount specified for that plan year in Article IX.B., of this Agreement as the District's contribution for an "employee + family" coverage. The certified staff member's base salary shall be reduced by an amount equal to the difference between the District's contribution and the cost of the elected coverage.

The amounts designated may not be changed during the plan year except on account of a change in the participant's family status or other circumstance provided in Code Section 125 or its related regulations.

Any salary reduction amount elected pursuant to the plan shall be deducted in equal amounts from the certified staff member's salary payments during the plan year, unless otherwise specified.

X. NO STRIKE

The Association hereby agrees not to engage in any strike or in any form of work stoppage or to encourage any concerted refusal to render full and complete teaching services in the School District or engage in or support any activity whatsoever which would disrupt in any manner the operation of the schools.

XI. VALIDITY, DURATION, SIGNATORY

1. VALIDITY. If any section, paragraph, sentence or clause of this agreement is held invalid or unconstitutional, such decision shall not affect the remaining portion of this Agreement or any section or part thereof.
2. DURATION. This Agreement shall remain in full force and be effective through August 31, 2018.
3. SIGNATORY. This Agreement is signed and adopted by the parties indicated below.

BOARD OF EDUCATION
Arbor Park School District 145
Cook County, IL

ARBOR PARK EDUCATION ASSOCIATION/
IEA/NEA

BY: _____
Tina Moslander, President

BY: _____
Kathleen Hayes-Conn, President

Date

Date

BY: _____
Maryann Ing, Vice President

BY: _____
Sheila Chinino, Vice President

BY: _____
Rhonda Ceska, Secretary

BY: _____
Kristen Pickett

BY: _____
Angeles Bear

BY: _____
Debora Pletzke

BY: _____
Raj Pillai

BY: _____
Suzanne Roberts

BY: _____
Mary Vanesse

BY: _____
Patricia Stilts

BY: _____
Lori Vorwald

BY: _____
Tina Ziegler

MEMORANDUM OF UNDERSTANDING

BETWEEN: BOARD OF EDUCATION AND THE ARBOR PARK
EDUCATION ASSOCIATION IEA/NEA

RE: TEACHERS NEW TO THE DISTRICT IN SPECIALIZED POSITIONS

Certified Staff members who are new to the District and are employed in the specialized positions of special education teachers employed to teach students with emotional disabilities, speech and language pathologists and/or English Language Learners/Bilingual may be placed on the salary schedule as necessary to fill the position.

The Board of Education will endeavor to not place new hires at salaries above currently employed certified staff in comparable positions.

The Superintendent of Schools will provide the Association President with the salary and rationale for the salary placement for any new hires placed above the salary schedule.

Over the course of this contract, the Board of Education and the Association will meet to study the development of a new compensation system for certified staff.

BOARD OF EDUCATION
Arbor Park School District 145
Cook County, IL

ARBOR PARK EDUCATION ASSOCIATION/
IEA/NEA

BY: _____
Tina Moslander, President

BY: _____
Kathleen Hayes-Conn, President

Date

Date

APPENDIX A
SALARY SCHEDULE FOR PLACEMENT OF NEW EMPLOYEES
2016-2017

Step	Years of		BA+0	BA+6	BA+12	BA+18	BA+24	BA+30
	Experience							
1	0		\$36,100	\$36,600	\$37,100	\$37,600	\$38,100	\$38,600
2	2		\$36,650	\$37,150	\$37,650	\$38,150	\$38,650	\$39,150
3	4		\$37,250	\$37,750	\$38,250	\$38,750	\$39,250	\$39,750
4	6		\$37,850	\$38,350	\$38,850	\$39,350	\$39,850	\$40,350
5	8		\$38,450	\$38,950	\$39,450	\$39,950	\$40,450	\$40,950
6	10		\$39,050	\$39,550	\$40,050	\$40,550	\$41,050	\$41,550
7	12		\$39,650	\$40,150	\$40,650	\$41,150	\$41,650	\$42,150
8	14		\$40,250	\$40,750	\$41,250	\$41,750	\$42,250	\$42,750
9	16		\$40,850	\$41,350	\$41,850	\$42,350	\$42,850	\$43,350
10	18		\$41,450	\$41,950	\$42,450	\$42,950	\$43,450	\$43,950

Step	Years of		MA+0	MA+6	MA+12	MA+18	MA+24	MA+30
	Experience							
1	0		\$39,402	\$39,902	\$40,402	\$40,902	\$41,402	\$41,902
2	2		\$40,002	\$40,502	\$41,002	\$41,502	\$42,002	\$42,502
3	4		\$40,602	\$41,102	\$41,602	\$42,102	\$42,602	\$43,102
4	6		\$41,202	\$41,702	\$42,202	\$42,702	\$43,202	\$43,702
5	8		\$41,802	\$42,302	\$42,802	\$43,302	\$43,802	\$44,302
6	10		\$42,402	\$42,902	\$43,402	\$43,902	\$44,402	\$44,902
7	12		\$43,002	\$43,502	\$44,002	\$44,502	\$45,002	\$45,502
8	14		\$43,602	\$44,102	\$44,602	\$45,102	\$45,602	\$46,102
9	16		\$44,202	\$44,702	\$45,202	\$45,702	\$46,202	\$46,702
10	18		\$44,802	\$45,302	\$45,802	\$46,302	\$46,802	\$47,302

Placement Guide

Initial placement on the salary schedule is dependent upon the years of experience and the education of the candidate.

For teaching experience of odd numbers of years, an average of the two nearest steps shall be the beginning salary.

For example, three years of teaching experience would be the average of steps 2 and 3.

Step 2 BA+0	\$36,650	
Step 3 BA+0	\$37,250	
	\$73,900	the figure divided by 2 =
		\$36,950

Credit for coursework hours will be applicable to requirements set forth in this PN agreement.

APPENDIX A
SALARY SCHEDULE FOR PLACEMENT OF NEW EMPLOYEES
2017-2018

Step	Years of Experience	BA+0	BA+6	BA+12	BA+18	BA+24	BA+30
1	0	\$36,100	\$36,600	\$37,100	\$37,600	\$38,100	\$38,600
2	2	\$36,650	\$37,150	\$37,650	\$38,150	\$38,650	\$39,150
3	4	\$37,250	\$37,750	\$38,250	\$38,750	\$39,250	\$39,750
4	6	\$37,850	\$38,350	\$38,850	\$39,350	\$39,850	\$40,350
5	8	\$38,450	\$38,950	\$39,450	\$39,950	\$40,450	\$40,950
6	10	\$39,050	\$39,550	\$40,050	\$40,550	\$41,050	\$41,550
7	12	\$39,650	\$40,150	\$40,650	\$41,150	\$41,650	\$42,150
8	14	\$40,250	\$40,750	\$41,250	\$41,750	\$42,250	\$42,750
9	16	\$40,850	\$41,350	\$41,850	\$42,350	\$42,850	\$43,350
10	18	\$41,450	\$41,950	\$42,450	\$42,950	\$43,450	\$43,950

Step	Years of Experience	MA+0	MA+6	MA+12	MA+18	MA+24	MA+30
1	0	\$39,402	\$39,902	\$40,402	\$40,902	\$41,402	\$41,902
2	2	\$40,002	\$40,502	\$41,002	\$41,502	\$42,002	\$42,502
3	4	\$40,602	\$41,102	\$41,602	\$42,102	\$42,602	\$43,102
4	6	\$41,202	\$41,702	\$42,202	\$42,702	\$43,202	\$43,702
5	8	\$41,802	\$42,302	\$42,802	\$43,302	\$43,802	\$44,302
6	10	\$42,402	\$42,902	\$43,402	\$43,902	\$44,402	\$44,902
7	12	\$43,002	\$43,502	\$44,002	\$44,502	\$45,002	\$45,502
8	14	\$43,602	\$44,102	\$44,602	\$45,102	\$45,602	\$46,102
9	16	\$44,202	\$44,702	\$45,202	\$45,702	\$46,202	\$46,702
10	18	\$44,802	\$45,302	\$45,802	\$46,302	\$46,802	\$47,302

Placement Guide

Initial placement on the salary schedule is dependent upon the years of experience and the education of the candidate.

For teaching experience of odd numbers of years, an average of the two nearest steps shall be the beginning salary.

For example, three years of teaching experience would be the average of steps 2 and 3.

Step 2 BA+0	\$36,650		
Step 3 BA+0	\$37,250		
	<u>\$73,900</u>	the figure divided by 2 =	\$36,950

Credit for coursework hours will be applicable to requirements set forth in this PN agreement.

APPENDIX B - Extracurricular Schedule

Arbor Park School District 145 - Cook County, Illinois

ACTIVITY	2016-17	2017-18
APMS Art Club I	\$ 1,175.00	\$ 1,175.00
APMS Art Club II	\$ 1,175.00	\$ 1,175.00
APMS Community Service Program	\$ 1,175.00	\$ 1,175.00
APMS Computer Club I	\$ 1,175.00	\$ 1,175.00
APMS Computer Club II	\$ 1,175.00	\$ 1,175.00
APMS Running Club	\$ 1,175.00	\$ 1,175.00
APMS Assistant Track/Field	\$ 1,200.00	\$ 1,200.00
APMS Writing Talent Search (Gifted)	\$ 1,175.00	\$ 1,175.00
APMS Social Studies Bowl (Gifted)	\$ 1,175.00	\$ 1,175.00
MGS After School P.E. or Art	\$ 1,175.00	\$ 1,175.00
SOS After School P.E. or Art	\$ 1,175.00	\$ 1,175.00
SOS News Bulletin	\$ 1,175.00	\$ 1,175.00
MGS News Bulletin	\$ 1,175.00	\$ 1,175.00
SOS Student Leadership	\$ 1,175.00	\$ 1,175.00
SOS Book Club	\$ 850.00	\$ 850.00
APMS Choir	\$ 1,450.00	\$ 1,450.00
APMS Math Competition	\$ 1,375.00	\$ 1,375.00
APMS Scholastic Bowl	\$ 1,375.00	\$ 1,375.00
APMS Spelling	\$ 1,375.00	\$ 1,375.00
APMS Science Fair	\$ 1,450.00	\$ 1,450.00
APMS Talent / Variety Show	\$ 1,450.00	\$ 1,450.00
MGS Choir	\$ 1,450.00	\$ 1,450.00
SOS Singers	\$ 1,450.00	\$ 1,450.00
APMS Environmental Club	\$ 1,450.00	\$ 1,450.00
APMS National Honor Society	\$ 1,700.00	\$ 1,700.00
APMS Concert Band Director	\$ 2,050.00	\$ 2,050.00
APMS Intermediate Band Director	\$ 2,050.00	\$ 2,050.00
APMS Beginning Band Director	\$ 2,050.00	\$ 2,050.00
APMS Yearbook / Business Club	\$ 2,625.00	\$ 2,625.00
APMS Student Council (Stipend 1)	\$ 2,050.00	\$ 2,050.00
APMS Student Council (Stipend 2)	\$ 2,050.00	\$ 2,050.00
SOS After-School Math	\$ 1,060.00	\$ 1,060.00
SOS Science Fair	\$ 735.00	\$ 735.00
SOS Authors	\$ 730.00	\$ 730.00
MGS After-School Math	\$ 1,060.00	\$ 1,060.00
MGS Science Fair	\$ 735.00	\$ 735.00
MGS Authors	\$ 730.00	\$ 730.00
APMS Newspaper / Bulletin	\$ 2,625.00	\$ 2,625.00
APMS Boys' Varsity BB	\$ 2,375.00	\$ 2,375.00
APMS Girls' Varsity BB	\$ 2,375.00	\$ 2,375.00
APMS Boys' Jr. Varsity BB	\$ 2,275.00	\$ 2,275.00
APMS Girls' Jr. Varsity BB	\$ 2,275.00	\$ 2,275.00
APMS Cheerleading	\$ 1,900.00	\$ 1,900.00
APMS Boys' Track / Field	\$ 1,650.00	\$ 1,650.00
APMS Girls' Track / Field	\$ 1,650.00	\$ 1,650.00
APMS Boys' Varsity VB	\$ 1,550.00	\$ 1,550.00
APMS Girls' Varsity VB	\$ 1,550.00	\$ 1,550.00

It is understood by the Board of Education and the APEA that the Board has the option of dropping any of these programs. It is further understood by the BOE and APEA that, if a teacher wishes to propose an activity for this schedule, that the teacher will first confer with the building Principal, who will then share the proposed activity with the Superintendent of Schools, who will then share it with the Board of Education.