

# **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.**

**–**

**2018-2019**

**2019-2020**

**2020-2021**

**2021-2022**

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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 word "grievance" in Article V. – Grievance Procedure shall mean 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.
  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.

6. The term “eligible certified staff” under Article VII. – Leaves, Section C. Family and Medical Leave under the Family and Medical Leave Act of 1993, as amended (“FMLA”), shall mean a certified staff member who has been employed with the district for at least twelve (12) months and has at least 1,250 hours of service with the district during the twelve (12) months which precede the period of the requested leave.

## **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. Refer to Article I.B. of this Agreement for the definition of “certified” as used in the Section. 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. 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.

- C. 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 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.
- D. Duty-Free Lunch. A certified staff member may leave the school building during his/her duty-free lunch period.
- E. 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.
- F. 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.
- G. Suspension Without Pay. No tenured certified staff member will be suspended without pay without just cause.
- H. Institute Days. The registration time for District institute days shall not begin earlier than 8:15 a.m.

I. Certified Staff Plan Time.

1. Early release time is reserved for professional collaboration, data recording and instructional planning. Early release days that are scheduled on the last day of a reporting term shall be reserved for certified staff to finalize grades and report cards.
2. Refer to Article I.B. of the Agreement for the definition of “daily scheduled plan time” as used in the Section. 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.

J. 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 specify roles and responsibilities for each party involved. 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.

K. Class Size. The ideal 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 reviewing 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 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 to review the options shall occur no later than September 15<sup>th</sup> or within five (5) school days of the date on which the enrollment first exceeds the ideal number of students by 10%, whichever is later. Selection of the option(s) shall occur within five (5) school days of the meeting. Implementation will occur as soon as practicable following selection of the option(s).

#### **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.
- J. Association Building Representatives. The Association will designate specific bargaining unit members as Association representatives in each school in the District. The Association will notify in writing the Superintendent and each building principal of the names of the Association building representatives for each school by September 30<sup>th</sup> of each school year.

## **V. ASSIGNMENTS, VACANCIES AND TRANSFERS**

- A. Notice of Assignment/Voluntary Transfer
  - 1. Certified staff shall be informed of their assignments by June 1. Changes in assignments made between June 1 and the first Institute Day of the following school year 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 member's home address and an e-mail sent to the certified staff member's District's e-mail account 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.
- B. Vacancies.
  - 1. A vacancy shall occur upon the occasion of the resignation, retirement, or the dismissal of the person who had previously held a bargaining unit position, or when a new bargaining unit position is created, provided however, no vacancy shall occur unless the Board has determined to fill the bargaining unit position described herein.
  - 2. Upon review of program needs and staffing assignments, the Administration will post on the District's web site those known certified staff positions, known curriculum/instructional support positions, and known extracurricular positions which are considered vacancies for the next school year prior to issuing staff assignments by June 1. Also, the Administration will send an e-mail to certified staff's District e-mail accounts notifying them of the vacancy posting. If the Association President is not a District employee, the Association President's e-mail account will be included on the e-mail sent to certified staff. All interested candidates will be required to follow the prescribed procedures as stated on the vacancy posting to be considered for the vacancy.
  - 3. It is agreed that the Board has the right to establish new certified staff and extracurricular positions at any time. In the event that a vacancy occurs after June 1, the Administration will post the vacancy on the District's web site. Also, the Administration will send an e-mail to certified staff's District e-mail accounts notifying them of the vacancy posting. If the Association President is not a District employee, the Association President's e-mail account will be included on the e-mail sent to certified staff. All interested candidates will be required to follow the prescribed procedures as stated on the vacancy posting to be considered for the vacancy.
  - 4. Vacancies shall be posted on the District's website for at least five (5) working days prior to filling except in case of an emergency.

C. Involuntary Transfer.

1. At the time of assignment, all persons who are involuntarily transferred to a different assignment will have a meeting with and receive a notification e-mail 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.

D. 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.

The salary for each certified staff member sharing a job/position shall be calculated by using the proportionate FTE of his/her calculated full-year salary.

E. 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 Article 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  $\frac{3}{4}$  FTE, 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.

## **VI. GRIEVANCE PROCEDURE**

A. Definitions. Refer to Article I.B. of this Agreement for the definitions of "day" and "grievance" as used in this Article.

B. Statement of Basic Principles.

1. Filing a Grievance. A grievance may be filed by a certified staff member or the Association on behalf of a consenting certified staff member. However, the Association may not file a new grievance or process an existing grievance on behalf of a certified staff member who filed a grievance, which alleges the same violation, misinterpretation, or misapplication of the Agreement.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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 complaint in informal oral discussion between the aggrieved certified staff member and his/her building principal or the building principal's designee at a mutually agreeable time.

Step 1. Building Principal. If the grievance cannot be resolved informally, the aggrieved certified staff member or Association shall file the grievance in writing and, at a mutually agreeable time, discuss the matter with the principal or his/her designee. 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 decision 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 or Association 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 or his/her designee 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 decision setting forth the disposition of the grievance to the certified staff member and the Association.

Step 3. Board. If the grievance has not been satisfactorily resolved at Step 2, the aggrieved certified staff member or Association shall file with the Secretary to the Board of Education, within ten (10) days of the Superintendent's or his/her designee's written decision at Step 2, a written request for the Board to consider the grievance and a copy of the grievance. If the written request is received at least five (5) days before the Board's regular meeting, the Board shall arrange to meet with the Association on the grievance in closed session at the regular meeting. Otherwise, the Board shall arrange to meet with the Association on the grievance in closed session no later than the 2<sup>nd</sup> regular Board meeting following receipt of the grievance at Step 3.

The Board shall have fifteen (15) days following consideration of the grievance in which to provide its disposition of the grievance to the aggrieved certified staff member and the Association.

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 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 aggrieved 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.

## **VII. 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.

## VIII. LEAVES

### A. Sick Leave.

1. 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, step-sibling, children, step-children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, parents, stepparents, or individuals for whom the certified staff member is legal guardian), or birth, adoption, or placement for adoption. In addition, a certified staff member may use up to two (2) days of sick leave in a school year for the death of an extended family member, which means an aunt, uncle, niece, nephew, or first cousin. 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.
2. 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.
3. Certificate. A certified staff member must submit a certificate from a physician licensed to practice medicine and surgery in all its branches, a chiropractic physician licensed under the Medical Practice Act of 1987, a licensed advanced practice registered nurse, a licensed physician assistant, or, if the treatment is by prayer or spiritual means, a spiritual adviser or practitioner of the certified staff member's faith as a basis for pay during leave after an absence three (3) or more consecutive days for personal illness or thirty (30) days for birth, or as the Board may deem necessary in other cases. If the Board requires a certificate as a basis for pay during the leave of less than three (3) days for personal illness, the Board shall pay the expense incurred by the certified staff member in obtaining the certificate.
4. 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.
5. Adoption. For paid leave for adoption or placement for adoption, the Board may require the certified staff member to provide evidence that the formal adoption process is underway, and such leave is limited to thirty (30) days.

- ### B. 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 the Superintendent's approval. 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.

Certified staff members are not required to provide an explanation of the nature of the business to request personal leave. However, certified staff members are not allowed to use personal leave to extend vacation periods, or to use personal leave 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 at the Superintendent's discretion. Approval, if granted, shall be on a first-requested first-approved basis.

- C. Family and Medical Leave. Certified staff members will be eligible for and have access to leave under the Family and Medical Leave Act of 1993, as amended ("FMLA"), as provided in the Act.
1. "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 1,250 hours of service with the district during the twelve (12) months which precede the period of the requested leave.
  2. The FMLA request form can be obtained on the District's website.
  3. Eligible certified staff members may take up to a combined total of 12 work weeks of unpaid leave during a "rolling" 12-month period measured backward from the date an employee first uses any FMLA leave.
  4. 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.*
  5. Continuation of Health Insurance.  
The Board shall maintain health care coverage for the duration of the FMLA leave as required by the Act. 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, except if the employee is unable to return to work due to his/her own serious health condition that was the reason for the FMLA leave.
  6. Repealer.  
In the event that the Family and Medical Act is repealed, this Section C. shall, as of the date of repeal, no longer be in force and effect.
- D. Sick Leave Incentive. A certified staff member who does not use any sick days during a trimester will be compensated fifty dollars (\$50.00) per trimester, for a total of no more than one-hundred fifty dollars (\$150.00) per school year. A part-time certified staff member's incentive will be paid on a pro-rated basis. Any certified staff member who resigns or has his/her employment terminated during the school year will not be eligible for the incentive during the trimester of such resignation or termination.
- 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.
- Donations to the Sick Leave Bank shall not be considered used sick leave for the purpose of the sick leave incentive.
- E. Sick Leave Bank.
1. Tenured certified staff members are eligible for participation in a Sick Leave Bank administered by the Association.

2. 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.
3. Days in the Sick Leave Bank are established for use by tenured certified staff members who experience a long-term illness or serious injury. A certified staff member must have used all accrued paid leave days before being granted days from the Bank.
4. The Association shall notify the Superintendent in writing:
  - a. within five (5) school days after a certified staff member donates accrued sick days to the Sick Leave Bank;
  - b. on the first day of each trimester, the number of days in the Sick Leave Bank; and
  - c. within two (2) days after the Association decides to grant a staff member's request for sick days, the certified staff member's name and the number of allocated sick days from the Sick Leave Bank.
5. No sick days may be authorized or used if there are not sufficient accumulated days in the Sick Leave Bank to cover the sick leave requested.
6. 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.

## **IX. 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.
  1. Certified Staff Members.
    - a) For the 2018-2019 school year, the salary of certified staff members employed during the 2017-2018 school year will be increased by the greater of 4.00% or to the salary shown on the Salary Placement Schedule set forth in Appendix A at the step which corresponds with the individual certified staff member's education and years of experience in the District.
    - b) For the 2019-2020 school year, the salary of each certified staff member employed during the 2018-2019 school year will be increased by 3.50%.



- c) For the 2020-2021 school year, the salary of each certified staff member employed during the 2019-2020 school year will be increased by 3.00%.
  - d) For the 2021-2022 school year, the salary of each certified staff member employed during the 2020-2021 school year will be increased by 3.00%.
2. Salary Placement Schedule for New Teachers to the District
- a) Certified staff members who are new to the District will be compensated according to the Salary Placement Schedule set forth in Appendix A, which is attached hereto and incorporated into this Agreement, for each year of this Agreement.
  - b) For the 2019-2020 school year, the salaries in the Salary Placement Schedule set forth in Appendix A will be increased by 2.50%.
  - c) For the 2020-2021 school year, the Salary Placement Schedule from the 2019-2020 school year will be increased by 3.00%.
  - d) For the 2021-2022 school year, the Salary Placement Schedule from the 2020-2021 will be increased by 3.00%.
3. New Teachers to the District in Specialized Positions. Notwithstanding Section B.2 above, certified staff members who are new to the District and 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 teachers may be placed on the Salary Placement Schedule as necessary to fill the position. The Board will endeavor to not place new certified staff members in specialized positions at salaries above currently employed staff in comparable positions who have comparable education and years of experience. The Superintendent will provide the Association President with the salary and rationale for the salary placement for any new teachers placed on the Salary Placement Schedule above currently employed certified staff in comparable positions who have comparable education and years of experience.
4. Tuition Reimbursement. The District will fund a tuition reimbursement pool of fifty thousand dollars (\$50,000.00) maximum for each school year of this Agreement. Any unused dollars remaining in each school year pool will not roll forward to the subsequent school year pool.
- a) All coursework must be preapproved by the Superintendent prior to the commencement of such work in order to qualify for tuition reimbursement under this Section. Approval shall be granted only for coursework in Early Childhood through Middle School education which supports the curriculum and instructional goals of the District as determined by the Superintendent.
  - b) All approved requests will be combined to determine the total tuition reimbursement requested for the school year.
  - c) If the reimbursement amount requested does not exceed the pool allocation allotted for the school year, each applicant will be reimbursed at 100% of tuition costs.
  - d) If the total amount requested exceeds the pool allocation allotted for the school year, each applicant will receive a portion of the pool commensurate with their percentage of the total reimbursement requested.

- e) In order to receive reimbursement for coursework completed during a school year (July 1 through June 30) certified staff members must submit a paid receipt and grade report that indicates the course(s) have been successfully completed with a final grade of "B" or better by June 15th. In order to receive reimbursement, the certified staff member must continue to work in the District for one work year (180 working days) after the requested tuition reimbursement, unless the certified staff member is non-renewed or has his/her employment terminated, or otherwise agreed to by the Board. The Board will reimburse the certified staff member in the school year following completion of the coursework by September 15<sup>th</sup>.
5. Each certified staff member who successfully completes requirements for his/her first Masters of Arts (MA) or Masters of Science (MS) in Early Childhood through Middle School education which supports the curriculum and instructional goals of the District, as determined by the Superintendent, will have added to his/her salary Five Thousand Dollars (\$5,000.00) for successful completion of the degree.

In addition, each certified staff member who successfully completes the requirements for his/her first Certificate of Advanced Study (CAS), a Doctorate of Philosophy (PhD), or Doctorate of Education (EdD) will have added to his/her salary Five Thousand Dollars (\$5,000.00) upon completion of the degree.

In order to receive the \$5,000.00, 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 in Early Childhood through Middle School education which supports the curriculum and instructional goals of the District, as determined by the Superintendent.

#### C. Stipend Schedule and Assignment.

1. The stipend schedule for curriculum/instructional support positions and 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. A certified staff member who wishes to propose a new extracurricular activity shall first confer with the building principal. The building principal will discuss the proposed activity with the Superintendent and, at the Superintendent's discretion, the proposed activity may be recommended to the Board.
4. Refer to Article V. of this Agreement for assignments, vacancies and transfers of curriculum/instructional support positions and extracurricular positions. The Superintendent or building principal 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 for any listed positions by following the prescribed procedures as stated on the vacancy posting to be considered for the vacancy. 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-nine dollars (\$29.00) per hour for each school year during this Agreement.
- 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 in an amount of fifty percent (50%) of the Curriculum Development rate for the applicable school year as stated in Section D above.
- F. Method of Pay. Certified staff members shall be paid their annual salary on a 26-payment schedule. Certified staff members shall have their balance of pay distributed no later than June 30<sup>th</sup> and have the option of receiving such pay by direct deposit or check.
- G. Teachers Retirement System. The Board shall deduct and remit for each certified staff member the sum required by law 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. Certified staff members shall be covered for job-related illness or injury as required by the *Workers' Compensation Act* and as provided in this Section.
  - 1. For any absences of three (3) work days or less due to job-related illness or injury, the Board will pay the certified staff member's salary and deduct the corresponding days from the certified staff member's accumulated sick and personal leave days.
  - 2. Any certified staff member who suffers a job-related illness or injury that results in temporary total disability ("TTD") payments under the *Workers' Compensation Act* may use accumulated sick or personal leave days during the period s/he is absent from work to cover workdays not compensated by TTD payments or a portion of his/her salary that is not covered by TTD payments. If the certified staff member receives TTD payments, the certified staff member may elect to be paid one-third (1/3) of his/her salary and deduct one-third (1/3) of a sick/personal day from the certified staff member's accumulated sick/personal days. The certified staff member shall not receive more than 100% of his/her regular salary with the aggregate of TTD payments and paid sick leave. If the staff member's sick and personal days become exhausted and the staff member is still not able to return to work, the staff member will receive TTD payments only.
  - 3. No certified staff member who receives TTD payments may use sick leave days obtained through the Sick Leave Bank provided in Section VIII.E.I.

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.
  5. The provisions of this Section shall cease to apply if the certified staff member becomes eligible for disability payments under the Illinois Teachers' Retirement System.
- 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-nine dollars (\$29.00) per hour for each school year during this Agreement.
- J. Retirement Incentive Benefit Program.
1. Eligibility.

In accordance with the provisions of this Section, the Board shall provide a retirement incentive benefit program for a certified staff member who elects to retire at the end of the school year during which s/he first becomes eligible for a non-discounted pension under the Illinois Teachers' Retirement System ("TRS"), i.e., a certified staff member who will reach the age of sixty (60) by June 30 of a school year or who will accumulate at least thirty-five (35) years of creditable service in the Teacher's Retirement System by June 30 of a school year. Such retirement must occur by not later than June 30, 2023.
  2. Written Notice.
    - a. Certified staff members electing to participate in the retirement incentive benefit program shall submit to the Board of Education an irrevocable written letter of resignation and retirement, advising the Board of the certified staff member's retirement under TRS by not later than June 30, 2023, as follows:
      - i. Within thirty (30) calendar days of execution of this Agreement by both the Board and Association, to begin receiving the salary increase portion of the retirement incentive in the 2018-2019 school year;
      - ii. By no later than March 1, 2019, to begin receiving the salary increase portion of the retirement incentive in the 2019-2020 school year;
      - iii. By no later than March 1, 2020, to begin receiving the salary increase portion of the retirement incentive in the 2020-2021 school year; and
      - iv. By no later than March 1, 2021, to begin receiving the salary increase portion of the retirement incentive in the 2021-2022 school year.
    - b. Proof of acceptance for retirement under the Illinois Teachers' Retirement System (TRS Benefit Estimate Form) must be submitted to the District Office prior to June 1 of the year of retirement.
    - c. A certified staff member will be ineligible for any retirement incentive benefits if his/her retirement under TRS will require the Board to make a payment to the Illinois Teachers' Retirement System.

3. Retirement Incentive Benefits.

a. Program Options.

Certified staff members qualifying and applying for this retirement incentive may elect to participate in a two-year, three-year, or four-year retirement incentive program.

b. Salary Increase.

Certified staff members qualifying and applying for this retirement incentive shall have their prior year TRS creditable earnings increased up to their final four (4) year(s) of employment by 3.00%. Where applicable to multiple years, the 3.00% increase shall be compounded to result in 103.00% of the previous year's 103.00%.

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 3.00% 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.

c. Lump Sum Post-Retirement Severance Payment.

The Board shall provide, as a post-retirement lump sum severance payment by September 15 following the school year wherein the certified staff member's retirement is effective, a non-elective lump sum payment of \$8,000.00 to the certified staff member's 403(b) account.

4. This Section J shall not be available to provide a retirement program to a certified staff member who retires after June 30, 2023.

5. Notwithstanding any other provisions of this Agreement, either party may make a demand to bargain at any time after the Illinois Pension Code or TRS rules or regulations are amended to cause the Board liability for any payment to TRS as a result of the implementation of Section J of this Agreement. When bargaining begins pursuant to a demand above there shall be no status quo as to any creditable earnings or benefit that would result in an employer contribution by the Board to TRS. The intent of the parties is an explicit waiver of status quo in this matter to the extent necessary to avoid an employer contribution to TRS. If either party makes a demand to bargain as provided in this subsection, a certified staff member who has submitted an irrevocable written letter of resignation and retirement as stated in Section J.2. may rescind such letter.

K. Reimbursement for Educational Materials.

Each classroom certified staff member shall be allocated two hundred dollars (\$200.00) to spend per school year on educational materials. Submission of itemized receipts for all expenditures must be made by April 30<sup>th</sup>. 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.

**X. 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 year of this Agreement and as follows, the Board shall contribute the following towards insurance premiums for eligible certified staff members who elect medical coverage under Blue Cross Blue Shield of Illinois HMO, Blue Cross Blue Shield of Illinois PPO, or the Section 125 plan as provided in Section IX.E. below:

	2019-2020	2020-2021	2021-2022
Single/employee	95%	95%	95%
Spousal/employee + one	80%	80%	80%
Family/employee + dependents	75%	75%	75%

For each year of the Agreement and as follows, the Board shall contribute the following towards insurance premiums for eligible certified staff members who elect medical coverage under the Blue Cross Blue Shield of Illinois Blue Advantage HMO insurance plan:

	2019-2020	2020-2021	2021-2022
Single/employee	95%	95%	95%
Spousal/employee + one	85%	80%	80%
Family/employee + dependents	85%	80%	75%

The certified staff member shall pay the additional cost under his/her choice in plan.

For certified staff members who leave the District, the Board's contribution toward the premium will terminate on the last day of the month in which the certified staff member works for the District.

- C. Dental Insurance. For each year of this Agreement and as follows, the Board shall contribute the following towards an eligible certified staff member's insurance premiums under a group insurance plan:

	2019-2020	2020-2021	2021-2022
Single/employee	95%	95%	95%
Spousal/employee + one	80%	80%	80%
Family/employee + dependents	75%	75%	75%

The certified staff member shall pay the additional cost of his/her choice in plan.

For certified staff members who leave the District, the Board's contribution toward the premium will terminate on the last day of the month in which the certified staff member works for the District.

\* Employee contributions for the 2018-2019 school year are the same as the 2017-2018 school year

D. Insurance Committee.

1. General Provisions. 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 15<sup>th</sup> 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 15<sup>th</sup> 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.

2. Affordable Care Act Meetings. By no later than April 1, 2020, the Insurance Committee will meet to discuss changes in insurance carriers or plan, or provide coverage through a self-insurance program, to avoid imposition of an excise tax or penalty upon the Board under the *Patient Protection and Affordable Care Act ("PPACA")*. The Insurance Committee will continue to meet at least on a monthly basis until the Committee develops a written recommendation regarding plan design or other insurance plan changes that may be necessary to avoid such excise tax or penalty. The Committee must submit the written recommendation to the Board and the Association by no later than October 1, 2020.

- E. 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.

- F. 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).

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 X.B., and Article X.C of this Agreement as the District's contribution for an individual certified staff members medical and dental insurance coverage will be contributed by the District for certified staff members electing "employee" insurance coverage, "employee plus one dependent" coverage, and "employee plus all dependents" 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.

## **XI. 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.



**XII. 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 the day before the first day of the 2021-2022 school year.
3. **SIGNATORY.** This Agreement is signed and adopted by the parties indicated below.

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

BY: Tina Moslander  
Tina Moslander, President

2-28-19  
Date

BY: Maryann Ing  
Maryann Ing, Vice President

BY: Rhonda Ceska  
Rhonda Ceska, Secretary

BY: Angeles Bear  
Angeles Bear

BY: Mark Werner  
Mark Werner

BY: Wendy Lux  
Wendy Lux

BY: David Rana  
David Rana

ARBOR PARK EDUCATION ASSOCIATION/  
IEA/NEA

BY: Kathleen Hayes-Conn  
Kathleen Hayes-Conn, President

3-1-19  
Date

BY: Tina Ziegler  
Tina Ziegler, Vice President

BY: Patricia Stilts  
Patricia Stilts

BY: Heidi Wegforth  
Heidi Wegforth

To De Yung

Suzanne B Roberts

**APPENDIX A**  
**START SCHEDULE FOR NEW TEACHERS – 2020-2021**

Step	Years of Experience	BA	BA+15	BA+30	MA	MA+15	MA+30
1	0	\$42,282.79	\$43,602.48	\$44,922.16	\$45,821.66	\$47,141.35	\$48,461.04
2	1	\$42,916.24	\$44,235.93	\$45,555.61	\$46,455.11	\$47,774.80	\$49,094.49
3	2	\$43,549.69	\$44,869.38	\$46,189.06	\$47,088.56	\$48,408.25	\$49,727.94
4	3	\$44,183.14	\$45,502.83	\$46,822.51	\$47,722.01	\$49,041.70	\$50,361.39
5	4	\$44,816.59	\$46,136.28	\$47,455.96	\$48,355.46	\$49,675.15	\$50,994.84
6	5	\$45,450.04	\$46,769.73	\$48,089.41	\$48,988.91	\$50,308.60	\$51,628.29
7	6	\$46,083.49	\$47,403.18	\$48,722.86	\$49,622.36	\$50,942.05	\$52,261.74
8	7	\$46,716.94	\$48,036.63	\$49,356.31	\$50,255.81	\$51,575.50	\$52,895.19
9	8	\$47,350.39	\$48,670.08	\$49,989.76	\$50,889.26	\$52,208.95	\$53,528.64
10	9	\$47,983.84	\$49,303.53	\$50,623.21	\$51,522.71	\$52,842.40	\$54,162.09

**Placement Guide**

Initial placement on the salary schedule is dependent upon the years of experience and the education of the new teacher, except as provided in Article IX, Section B.3 of this Agreement.

**APPENDIX B  
Stipend Schedule**

CURRICULUM/INSTRUCTIONAL SUPPORT		2018-19*
Tier I PBIS Coach		\$2,625.00
Tier II PBIS Coach		\$2,000.00
MTSS Internal Coach		\$1,175.00
Grade Level/Program Team Leader		\$1,175.00
CLUB		2018-19*
APMS Chess Club		\$1,175.00
APMS Computer Club I		\$1,175.00
AMPS Creative Writing Club		\$1,175.00
APMS Intramurals		\$1,175.00
APMS Kindness Club		\$2,050.00
APMS Running Club		\$1,175.00
APMS Science Club		\$1,175.00
MGS After School P.E. or Art		\$1,175.00
MGS After School Science		\$1,175.00
SOS After School P.E. or Art		\$1,175.00
SOS Student Leadership		\$1,175.00
APMS Choir		\$1,450.00
APMS Math Competition		\$1,375.00
APMS Scholastic Bowl		\$1,375.00
APMS Declamation		\$1,375.00
APMS Talent/Variety Show		\$1,450.00
MGS Choir		\$1,450.00
SOS Singers		\$1,450.00
APMS National Honor Society		\$1,700.00
APMS Concert Band Director		\$2,050.00
APMS Intermediate Band Director		\$2,050.00
APMS Beginning Band Director		\$2,050.00
APMS Yearbook		\$2,625.00
APMS Student Council		\$2,050.00
SOS After-School Math		\$1,060.00
APMS Newspaper		\$2,625.00
CONFERENCE ATHLETICS		2018-19*
APMS Boys' Varsity BB		\$2,375.00
APMS Girls' Varsity BB		\$2,375.00
APMS Boys' Jr. Varsity BB		\$2,275.00
APMS Girls' Jr. Varsity BB		\$2,275.00
APMS Cheerleading		\$1,900.00
APMS Boys' Track/Field		\$1,650.00
APMS Girls' Track/Field		\$1,650.00
APMS Assistant Track/Field		\$1,200.00
APMS Boys' Varsity VB		\$1,550.00
APMS Girls' Varsity VB		\$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.

Should the Board determine that an additional curriculum/instructional support coach or leader position is needed, the full stipend amount will be paid to the certified staff member assigned to that additional position. For example, two Tier II PBIS Coach positions would be a \$2,000 stipend for each staff member, or a total of \$4,000 paid by the Board.

Nothing in this Agreement prohibits the Board or certified staff members from requesting that two or more certified staff members share the responsibilities of one extracurricular position and split the stipend.

\*For each subsequent school year during this Agreement, the stipend amounts will be increased by the percentage change rounded to the nearest 1/10 of 1% in the United States City Average Consumer Price Index for All Urban Consumers for the twelve-month period ending the previous December 31, but not greater than five percent (5%).

LETTER OF UNDERSTANDING

The **Board of Education, Arbor Park School District 145** and the **Arbor Park Education Association, IEA-NEA**, recognize that the current contract is a four (4) year contract for the school years 2018-2019, 2019-2020, 2020-2021 and 2021-2022. The Term of Agreement should read:

**DURATION:** This Agreement shall remain in full force and be effective through the day before the first day of the 2022-2023 school year.

The Board of Education,  
Arbor Park School District 145



Tina Moslander Board President

Arbor Park Education  
Association, IEA-NEA



Tina Ziegler, President

Date: 12/11/19

Date: December 6, 2019

## LETTER OF UNDERSTANDING

The **Board of Education, Arbor Park School District 145** and the **Arbor Park Education Association, IEA-NEA**, recognize that the current contract is a four (4) year contract for the school years 2018-2019, 2019-2020, 2020-2021 and 2021-2022 and have agreed to extend the current contract for two (2) additional years for the school years 2022-2023 and 2023-2024.

All language pertaining to the contract extension for the 2022-2023 and 2023-2024 school years will follow what is defined in the current contract as of the 2021-2022 school year except for the following sections:

### IX. CERTIFIED STAFF COMPENSATION

#### **B. SALARY**

##### 1. Certified Staff Members

- a) For the 2022-2023 school year, the salary of each certified staff member employed during the 2021-2022 school year will be increased by 3.00%.
- b) For the 2023-2024 school year, the salary of each certified staff member employed during the 2022-2023 school year will be increased by 3.00%.

##### 2. Salary Placement Schedule for New Teachers to the District

- a) Certified staff members who are new to the District will be compensated according to the Salary Placement Schedule set forth in Appendix A, which is attached hereto and incorporated into this Agreement, for each year of this Agreement.
- b) For the 2022-2023 school year, the salaries in the Salary Placement Schedule set forth in Appendix A will be increased by 3.00% over the 2021-22 Salary Placement Schedule.
- c) For the 2023-2024 school year, the salaries in the Salary Placement Schedule set forth in Appendix A will be increased by 3.00% over the 2022-2023 Salary Placement Schedule.

#### **J. RETIREMENT INCENTIVE BENEFIT PROGRAM**

##### 1. Eligibility

In accordance with the provisions of this Section, the Board shall provide a retirement incentive benefit program for a certified staff member who elects to retire at the end of the school year during which s/he first becomes eligible for a non-discounted pension under the Illinois Teachers' Retirement System ("TRS"), i.e., a certified staff member who will reach the age of sixty (60) by June 30 of a school year or who will accumulate at least thirty-five (35) years of creditable service in the Teacher's Retirement System by June 30 of a school year. Such retirement must occur by not later than June 30, 2024.

2. Written Notice

- a) Certified staff members electing to participate in the retirement incentive benefit program shall submit to the Board of Education an irrevocable written letter of resignation and retirement, advising the Board of the certified staff member's retirement under TRS by not later than June 30, 2024, as follows:
1. By no later than March 1, 2023, to begin receiving the salary increase portion of the retirement incentive in the 2022-2023 school year; and
  2. By no later than March 1, 2024, to begin receiving the salary increase portion of the retirement incentive in the 2023-2024 school year.
- b) Proof of acceptance for retirement under the Illinois Teachers' Retirement System (TRS Benefit Estimate Form) must be submitted to the District Office prior to June 1 of the year of retirement.
- c) A certified staff member will be ineligible for any retirement incentive benefits if his/her retirement under TRS will require the Board to make a payment to the Illinois Teachers' Retirement System.

3. Retirement Incentive Benefits

a) Program Options

Certified staff members qualifying and applying for this retirement incentive may elect to participate in a one-year or two-year retirement incentive program.

b) Salary Increase

Certified staff members qualifying and applying for this retirement incentive shall have their prior year TRS creditable earnings increased up to their final two (2) year(s) of employment by 3.00%. Where applicable to multiple years, the 3.00% increase shall be compounded to result in 103.00% of the previous year's 103.00%.

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 3.00% 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.

c) Lump Sum Post-Retirement Severance Payment

The Board shall provide, as a post-retirement lump sum severance payment by September 15 following the school year wherein the certified staff member's retirement is effective, a non-elective lump sum payment of \$8,000.00 to the certified staff member's 403(b) account.

4. This Section J shall not be available to provide a retirement program to a certified staff member who retires after June 30, 2024.

5. Notwithstanding any other provisions of this Agreement, either party may make a demand to bargain at any time after the Illinois Pension Code or TRS rules or regulations are amended to cause the Board liability for any payment to TRS as a result of the implementation of Section J of this Agreement. When bargaining begins pursuant to a demand above there shall be no status quo as to any creditable earnings or benefit that would result in an employer contribution by the Board to TRS. The intent of the parties is an explicit waiver of status quo in this matter to the extent necessary to avoid an employer contribution to TRS. If either party makes a demand to bargain as provided in this subsection, a certified staff member who has submitted an irrevocable written letter of resignation and retirement as stated in Section J.2. may rescind such letter.

## XII. VALIDITY, DURATION SIGNATORY

2. **DURATION:** This Agreement shall remain in full force and be effective through the day before the first day of the 2024-2025 school year.

The Board of Education,  
Arbor Park School District 145

BY: Tina Moslander  
Tina Moslander, President

12-9-20  
Date

Arbor Park Education Association,  
IEA/NEA

BY: Tina Ziegler  
Tina Ziegler, President

12-3-2020  
Date

**APPENDIX A**  
**START SCHEDULE FOR NEW TEACHERS – 2021-2022**

Step	Years of Experience	BA	BA+15	BA+30	MA	MA+15	MA+30
1	0	\$43,551.27	\$44,910.55	\$46,269.82	\$47,196.31	\$48,555.59	\$49,914.87
2	1	\$44,203.73	\$45,563.01	\$46,922.28	\$47,848.76	\$49,208.04	\$50,567.32
3	2	\$44,856.18	\$46,215.46	\$47,574.73	\$48,501.22	\$49,860.50	\$51,219.78
4	3	\$45,508.63	\$46,867.91	\$48,227.19	\$49,153.67	\$50,512.95	\$51,872.23
5	4	\$46,161.09	\$47,520.37	\$48,879.64	\$49,806.12	\$51,165.40	\$52,524.69
6	5	\$46,813.54	\$48,172.82	\$49,532.09	\$50,458.58	\$51,817.86	\$53,177.14
7	6	\$47,465.99	\$48,825.28	\$50,184.55	\$51,111.03	\$52,470.31	\$53,829.59
8	7	\$48,118.45	\$49,477.73	\$50,837.00	\$51,763.48	\$53,122.77	\$54,482.05
9	8	\$48,770.90	\$50,130.18	\$51,489.45	\$52,415.94	\$53,775.22	\$55,134.50
10	9	\$49,423.36	\$50,782.64	\$52,141.91	\$53,068.39	\$54,427.67	\$55,786.95

**Placement Guide**

Initial placement on the salary schedule is dependent upon the years of experience and the education of the new teacher, except as provided in Article IX, Section B.3 of this Agreement.



**APPENDIX A**  
**START SCHEDULE FOR NEW TEACHERS – 2022-2023**

Step	Years of Experience	BA	BA+15	BA+30	MA	MA+15	MA+30
1	0	\$44,857.81	\$46,257.87	\$47,657.92	\$48,612.20	\$50,012.26	\$51,412.32
2	1	\$45,529.84	\$46,929.90	\$48,329.95	\$49,284.23	\$50,684.29	\$52,084.34
3	2	\$46,201.87	\$47,601.93	\$49,001.97	\$49,956.25	\$51,356.31	\$52,756.37
4	3	\$46,873.89	\$48,273.95	\$49,674.00	\$50,628.28	\$52,028.34	\$53,428.40
5	4	\$47,545.92	\$48,945.98	\$50,346.03	\$51,300.31	\$52,700.37	\$54,100.43
6	5	\$48,217.95	\$49,618.01	\$51,018.06	\$51,972.33	\$53,372.39	\$54,772.45
7	6	\$48,889.97	\$50,290.03	\$51,690.08	\$52,644.36	\$54,044.42	\$55,444.48
8	7	\$49,562.00	\$50,962.06	\$52,362.11	\$53,316.39	\$54,716.45	\$56,116.51
9	8	\$50,234.03	\$51,634.09	\$53,034.14	\$53,988.42	\$55,388.48	\$56,788.53
10	9	\$50,906.06	\$52,306.11	\$53,706.16	\$54,660.44	\$56,060.50	\$57,460.56

**Placement Guide**

Initial placement on the salary schedule is dependent upon the years of experience and the education of the new teacher, except as provided in Article IX, Section B.3 of this Agreement.

**APPENDIX A**  
**START SCHEDULE FOR NEW TEACHERS – 2023-2024**

Step	Years of Experience	BA	BA+15	BA+30	MA	MA+15	MA+30
1	0	\$46,203.55	\$47,645.61	\$49,087.66	\$50,070.57	\$51,512.63	\$52,954.69
2	1	\$46,895.73	\$48,337.80	\$49,779.85	\$50,762.75	\$52,204.81	\$53,646.87
3	2	\$47,587.92	\$49,029.98	\$50,472.03	\$51,454.94	\$52,897.00	\$54,339.06
4	3	\$48,280.11	\$49,722.17	\$51,164.22	\$52,147.13	\$53,589.19	\$55,031.25
5	4	\$48,972.30	\$50,414.36	\$51,856.41	\$52,839.32	\$54,281.38	\$55,723.44
6	5	\$49,664.49	\$51,106.55	\$52,548.60	\$53,531.50	\$54,973.57	\$56,415.63
7	6	\$50,356.67	\$51,798.73	\$53,240.78	\$54,223.69	\$55,665.75	\$57,107.81
8	7	\$51,048.86	\$52,490.92	\$53,932.97	\$54,915.88	\$56,357.94	\$57,800.00
9	8	\$51,741.05	\$53,183.11	\$54,625.16	\$55,608.07	\$57,050.13	\$58,492.19
10	9	\$52,433.24	\$53,875.30	\$55,317.35	\$56,300.26	\$57,742.32	\$59,184.38

**Placement Guide**

Initial placement on the salary schedule is dependent upon the years of experience and the education of the new teacher, except as provided in Article IX, Section B.3 of this Agreement.