

CONTRACTUAL AGREEMENT

BETWEEN

PAEC GOVERNING BOARD - SEJA #803

AND

TEACHERS AND PROGRAM ASSISTANTS

PAEC COUNCIL LOCAL 571, IFT-AFT

2018-2019

2019-2020

2020-2021

TABLE OF CONTENTS

PAGE

Article I. **Recognition**

Section A.	Representation.....	1
Section B.	Supremacy Clause.....	1
Section C.	Definitions.....	1
Section D.	Board Rights.....	2

Article II. **Employee Rights**

Section A.	Access to Information.....	3
Section B.	Use of School Facilities.....	3
Section C.	Names and Schools of Employees.....	3
Section D.	Union Days.....	3
Section E.	Collective Bargaining Agreement Posting.....	4
Section F.	Union Input.....	4
Section G.	Job Descriptions.....	4
Section H.	Personnel Files.....	5
Section I.	Dues Deductions.....	5
Section J.	Labor-Management Committee.....	6
Section K.	Freedom of Information Act Requests.....	6
Section L.	Safety.....	6

Article III. **Conditions of Employment**

Section A.	School Calendar.....	7
Section B.	Definition of the Work Day.....	7
Section C.	Involuntary Transfer.....	8
Section D.	Voluntary Transfer.....	9
Section E.	Seniority and Reduction in Staff.....	9
	Teachers.....	9
	Program Assistants.....	10
	Permanent Substitute Teachers.....	12
Section F.	Meetings During School Day.....	12
Section G.	Notice of Vacant Positions.....	12
Section H.	Notification of Assignment Prior to School Year.....	12
Section I.	Workers' Compensation.....	13
Section J.	Summer School.....	14
Section K.	Part-time Teachers.....	14
Section L.	Dismissal Rights.....	14
Section M.	Evaluation Plan Committees.....	15
	PERA Joint Committee.....	15
	Program Assistant Evaluation Plan Committee.....	15
Section N.	Planning/Preparation Time.....	15
Section O.	Dress Code.....	15
Section P.	Property Damage.....	16

<u>Article IV</u>	<u>Grievance Procedure</u>	
Section A.	Definition.....	17
Section B.	Procedure for Adjustment of Grievance.....	17
Section C.	General Conditions and Rules.....	20
<u>Article V.</u>	<u>Employee Leaves</u>	
Section A.	Sick Leave.....	21
Section B.	Personal Leave.....	22
Section C.	Jury Duty Leave.....	23
Section D.	Leave of Absence.....	23
Section E.	Extended Sick Leave - Full-Time Employees.....	26
Section F.	Sick Leave and Bereavement Pools.....	26
<u>Article VI.</u>	<u>Salary and Benefits</u>	
Section A.	Teachers' Salary Schedule and Longevity.....	29
Section B.	Program Assistants' Salary and Experience Pay.....	29
Section C.	Teacher and Program Assistant Compensation Limitations.....	29
Section D.	Employee Pension.....	30
Section E.	Placement on Salary Schedule.....	31
Section F.	Method of Payment.....	32
Section G.	Health Insurance.....	32
Section H.	Mental Insurance.....	34
Section I.	Vision Insurance.....	34
Section J.	Life Insurance.....	34
Section K.	Deductions from Paychecks.....	34
Section L.	Extra Duty Pay.....	34
Section M.	Insurance Committee.....	36
Section N.	Longevity Credit for Program Assistants.....	37
Section O.	Professional Growth - Full-time Teachers and Full-time Program Assistants.....	38
Section P.	Organizational Dues or Fees.....	39
Section Q.	Transportation.....	40
Section R.	Late Night Salary.....	40
Section S.	Teacher Retirement Incentive.....	40
Section T.	Program Assistant Retirement Incentive.....	43
<u>Article VII.</u>	<u>No Strike</u>	46
<u>Article VIII.</u>	<u>Entire Agreement</u>	46
<u>Article IX.</u>	<u>Term of Agreement</u>	46
Appendix A.	Teachers' Salary Schedules.....	47-49
	2018-2019	
	2019-2020	
	2020-2021	
	Teacher Longevity.....	50

APPENDIX B.	Program Assistant' Pay Schedule.....	51
	2018-2019	
	2019-2020	
	2020-2021	
	Program Assistant Longevity.....	51

Article I. Recognition

A. Representation

The GOVERNING BOARD of the Proviso Area for Exceptional Children Special Education Joint Agreement #803, Cook County, hereinafter referred to as the BOARD, recognizes the PAEC Council of Teachers, West Suburban Teachers Union, Local #571, BARGAINING, AFT, AFL-CIO, hereinafter referred to as the UNION, as the exclusive bargaining agent regarding wages, hours, and terms and conditions of employment for all full and regularly employed part-time teachers and program assistants, all regularly-employed full-time substitute teachers (known as "permanent substitutes") and certificated school nurses, but excluding those employed in the therapeutic/diagnostic areas, physical and occupational therapists, noncertificated nurse and nurse's assistants, all substitute teachers who work on an "occasional" or "day-to-day basis", and all other persons and titles employed by PAEC that are not already represented in the existing bargaining unit.

B. Supremacy Clause

The terms and conditions of this Agreement supersede any conflicting provision of BOARD policies.

C. Definitions

1. The employees covered by this Collective Bargaining Agreement shall be defined as follows:
 - a. The term "teacher" used herein shall refer to anyone employed in a position which requires Illinois State Teaching Certification or approval, including certificated school nurses.
 - b. The term "program assistant" as used herein shall refer to anyone covered under this agreement who is employed as educational support personnel.
 - c. The term "employee" refers to both "teacher" and "program assistant".
 - d. The term "full-time employee" as used herein shall refer to any employee working thirty (30) hours or more per week, not including the employee's lunch period.
2. The term "assignment" means a program and level in which one is employed.

3. The term "transfer" means a permanent change from one worksite, program and/or level to another after the first ten (10) student attendance days of a school term.
4. The term "level" means primary, intermediate, junior high and high school, or any combination thereof.
5. For the first year of employment to be considered a full year for program assistants for the purpose of salary advancement, employment must commence by November 1.
6. For a bargaining unit employee who holds a position requiring certification, such employee must work at least one hundred twenty (120) days for a school term in order for such year to count towards the acquisition of contractual continued service (tenure).

D. Board Rights

The BOARD reserves the right to:

1. Manage and administer the District.
2. Determine the time of operation, levels of services to be provided and the method and means of providing those services including entering into contracts with private vendors for services.
3. Hire all employees, and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, discipline, dismissal or demotion; and to review, evaluate, promote, assign, and transfer all such employees.
4. To determine the personnel required to meet the needs of the special education students.

The BOARD shall be limited only by the specific and express terms of this Agreement.

Article II. Employee Rights

A. Access to Information

The Executive Director or designee will send a copy of the BOARD packet to the UNION President's e-mail address no later than the day before each BOARD meeting.

B. Use of School Facilities

During non-work time the UNION shall have the use of school facilities for the conduct of its business provided such shall not interfere with the operation of the schools. The UNION shall submit requests to use building facilities to the building principal for his/her approval. Requests shall be approved or denied based on whether the activity interferes with the operation of the schools.

The UNION shall be provided with a 3' by 4' bulletin board in each PAEC building in an area readily available to all UNION members as determined by the building principal and UNION Representative. No person except a UNION designee shall add or remove material from the UNION bulletin boards. If a bulletin board provided by the BOARD is damaged or destroyed, the UNION will be responsible for the cost of its repair or replacement.

C. Names and Schools of Employees

The names and schools of teachers and program assistants shall be posted on the PAEC website Employee Portal by September 15 of each year of this Agreement. The UNION President shall be advised of any changes in the names and schools within five (5) work days of the transfer or notice of transfer as provided in Article III.C. Working days shall be defined as days the PAEC Administrative office is open for business.

The names and schools of new employees hired during the school term shall be provided in a list to the UNION President within five (5) work days of Board action.

D. Union Days

The UNION shall have a total of three (3) days release time each year without loss of pay to attend UNION Conventions, Meetings or Workshops. The request for attendance will be made to the Supervisor/Principal at least two (2) weeks prior to the date(s) requested.

The UNION shall reimburse PAEC for the cost of any substitute staff.

E. Collective Bargaining Agreement Posting

The Executive Director or designee shall post a copy of this Agreement on the PAEC website Employee Portal for access by employees covered by this Agreement.

F. Union Input

For each school year of this Agreement, the UNION will appoint three (3) of its members who are assigned to each of the PAEC buildings or programs to meet with the Principal or Program Supervisor, as the case may be, in order to provide input in the planning of in-service programs, parental conferences, staff meetings and program development for the following school term. Union membership on the committee will be voluntary and without pay. The Union will appoint at least one teacher and one program assistant (if applicable to the program) to each committee.

By February 15 of each year of this Agreement, the Union President will provide written notice to each Principal/Program Supervisor that identifies the three (3) committee members for each building or program and a lead Union person for each committee. The lead Union person at each site shall meet with the Principal/Program Supervisor by not later than March 1 of each school year of this Agreement in order to schedule a meeting or meetings to provide Union input and to establish an agenda therefor. The meeting or the first meeting in a series of meetings shall be scheduled to occur not later than March 15.

If the Union President fails to provide written notice by February 15 to the Principal/Program Supervisor naming the Union's committee members or the lead person, no meetings need be scheduled by the Principal/Program Supervisor. If the committee members appointed by the Union do not attend a scheduled meeting, no further meeting need be scheduled with the Union-appointed members to discuss the agenda item(s).

G. Job Descriptions

All employees shall be provided with job descriptions for their positions upon employment or when revised.

The Union shall be provided with a copy of each bargaining unit job description thirty (30) days after the commencement of this Agreement, and thereafter, immediately upon revision.

Employees shall not be required to serve as a translator except in the case of an emergency. An emergency includes the immediate need to communicate with (1) a parent/guardian who is present in the building on a non-scheduled basis; (2) a parent/guardian who

contacts PAEC by telephone; and (3) a parent/guardian whom PAEC must contact by telephone regarding a student.

H. Personnel Files

Employees shall have the right to inspect their personnel file. Requests to review this file must be made in writing to the Executive Director. The employee's request will be honored within five (5) work days. Any time a file is reviewed by an employee, the Executive Director or his designee shall also be present.

Having reviewed their personnel file, employees may submit a request to the Executive Director or his designee that a portion be removed or corrected. If there is no mutual agreement on a change in the record, the employee may submit his own version, which then becomes part of the record.

Material may be added or removed from the file with permission from the Executive Director or his designee. Copies of materials to be added to the file will be given to the employee. Materials removed from the file shall be forwarded to the employee. An employee will be given an opportunity to affix his/her signature to a copy of a document evidencing disciplinary action before placement of the document in the file. If the employee fails to avail himself/herself of such opportunity within two (2) days, the document will be placed in the file.

An employee's official personnel file shall be housed in the PAEC central administrative office.

I. Dues Deductions

1. By September 15 of each school year the Union shall certify to the Board the amount of the dues uniformly required of members of the Union. The dues payment shall be deducted by the Board from the earnings of the member teachers and member program assistants in accordance with Article VI., Section K of this Agreement and paid to the Union. Should an employee notify the PAEC Business Office instead of the Union regarding his/her desire to revoke consent for dues deduction, the Business Office will notify the Union President and Union Treasurer within twenty-four (24) hours via PAEC e-mail.
2. If the Union receives money from an employee's wages erroneously, the Union shall be responsible for reimbursing the employee. Upon request of the Union, the Board shall provide the Union with the employee's home address to send such reimbursement. The Union shall provide the Board with proof of reimbursement to the employee (e.g., a copy of the check).

3. The Union shall indemnify and hold harmless the Board, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability that shall arise out of or by reason of action taken by the Board for the purposes of complying with the above provisions of this Article, or in reliance on any list, notice, certification affidavit, or assignment furnished under any such provisions.

J. Labor-Management Committee

A Labor-Management Committee shall be instituted to discuss issues of mutual concern, which shall not include the evaluation of an employee, pending grievances, or collective bargaining.

The Union President and the Executive Director shall each serve on the Committee, and unless they otherwise agree, shall each appoint two (2) additional members to the Committee. The Union President and the Executive Director shall jointly develop a written agenda not later than two (2) days prior to the date of the meeting and provide the agenda to the Committee members.

The Committee shall meet at least quarterly; additional meetings may be held upon the agreement of the Executive Director and Union President.

K. Freedom of Information Act Requests

The UNION President shall be notified within five (5) business days of PAEC's receipt of a Freedom of Information Act (FOIA) request asking for a list of employees in the bargaining unit or records of employees' UNION member status. Except as may be required by law, PAEC shall not release an employee's "private information" as that term is defined in the Illinois Freedom of Information Act, 5 ILCS 140/2(c-5).

L. Safety

An employee who discovers a clearly unsafe or hazardous condition in a PAEC program shall notify the principal in writing of such conditions within one (1) business day of discovery. The principal will submit a copy of such report to the Executive Director and provide a written confirmation to the employee within two (2) business days.

Article III. Conditions of Employment

A. School Calendar

By May 15 of each school year of this Agreement, the Executive Director shall provide the Union President with a copy of the tentative school calendar for the following school year. The Union President shall contact the Executive Director and schedule a mutually agreeable meeting date and time to discuss the tentative calendar. Said meeting shall be scheduled to occur outside the school day and not later than May 31. If the Executive Director and the Union President do not reach consensus on the calendar, the Union President will prepare the Union's proposed school calendar and provide the same to the Executive Director for inclusion in the Board packet for the May meeting. The Executive Director or designee will post a copy of the school calendar on the PAEC website by no later than the last day of the school term.

Returning employees will be compensated at their per diem rate for every day worked over 180 days.

New employees who attend orientation or training prior to the start of the official school calendar will be paid on the substitute teacher or substitute program assistant daily rate of pay for the prior school year.

B. Definition of the Work Day

1. General Provision. Employees shall remain at their respective work locations for whatever time necessary for the fulfillment of their job responsibilities.
2. Parent, and I.E.P. Conferences, Open Houses. The Union recognizes that teachers' attendance may be required by the Principal/Program Supervisor for parent conferences, I.E.P. meetings, and parent open houses as a part of their regular job responsibilities. If a Principal/Program Supervisor notifies an employee in writing that he/she is required to attend events (requiring additional hours and additional responsibilities during the regular school term beyond his/her normal workday) other than those stated above, the employee will be compensated pursuant to Article VI, Section L.3. of this Agreement. However, nothing herein shall preclude an employee from volunteering his/her services at an event without compensation.

Employees shall be provided with a minimum notice of thirty (30) calendar days for the initial scheduling of parent-teacher conferences and open house dates. Notice of such dates shall be provided through inclusion on the PAEC approved school calendar. If a change in an initially scheduled date

is required, employees will be given seven (7) calendar days' notice.

3. Teacher Work Day. The normal work hours for full-time teachers shall be seven (7) hours per day including one fifteen (15) minute break and a thirty (30) minute duty free lunch.
4. NON-Therapeutic Program Assistant Work Day. The normal work hours for full-time NON-Therapeutic program assistants shall be six and one-half (6.5) hours per day including one fifteen (15) minute break and a thirty (30) minute duty free lunch. If NON-Therapeutic program assistants are required to work additional hours, they shall be compensated as in the case of Extra Duty Pay pursuant to VI.L.3. of this Agreement.
5. Therapeutic Program Assistant Work Day. The normal work hours for full-time Therapeutic program assistants shall be six and one-half (6.5) hours per day including one fifteen (15) minute break and a thirty (30) minute duty free lunch. Alternatively, in the sole discretion of PAEC, the work day may be shortened to six (6) hours without a thirty (30) minute duty free lunch. If Therapeutic program assistants are required to work additional hours, they shall be compensated as in the case of Extra Duty Pay pursuant to VI.L.3. of this Agreement.
6. A teacher may submit a declaration at the beginning of each school year to his/her Principal or PAEC supervisor, along with the class schedule, requesting to combine the daily thirty (30) minute lunch and fifteen (15) minute break for the teacher and all program assistants assigned to the classroom (including 1:1 PA's) for a total of a daily forty-five (45) minute combined lunch and break. The Principal or PAEC supervisor may approve the request.

C. Involuntary Transfer

1. An employee shall be notified in writing at least two (2) working days prior to a transfer. The employee shall have an opportunity to meet and discuss with the Principal or PAEC Supervisor the rationale for this decision prior to the scheduled transfer. This meeting shall occur no less than two (2) working days prior to the scheduled transfer. Working days shall be defined as days the PAEC Administrative office is open for business. After the meeting with the Principal or PAEC Supervisor, the employee may request a meeting to discuss the transfer with the PAEC Assistant Director, at which the employee may have Union representation present. After meeting with the PAEC Assistant Director, the employee may request a meeting to discuss the transfer with the PAEC Executive Director, at which the employee may have Union representation present.

2. The teacher shall be granted two (2) student free paid preparation days if the transfer occurs during the school year.
3. A change in tentative assignment for the upcoming school year shall not be considered a transfer for purposes of this Section.
4. This Section shall not be applicable to a transfer during the first ten (10) student attendance days of a school term.
5. After receiving written authorization (PAEC Form 440) from his/her supervisor, an employee may be given packing/unpacking time up to a maximum of eight (8) hours each for packing and unpacking per room per move for all staff assigned to the room to be moved (i.e., the maximum number of hours reimbursed for any move is a total of sixteen (16) hours). Employees shall be compensated for such packing/unpacking time at the regular hourly rate for program assistants and the rate of \$28.50 per hour for teachers for the first school year of this Agreement. For each school year of this Agreement thereafter, the teacher's rate per hour shall 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, not to exceed three percent (3.0%).

D. Voluntary Transfer

An employee may submit a request for a transfer to a different assignment for the following school year to the Executive Director by April 1 of the current school year.

E. Seniority and Reduction in Staff

Teachers

1. Seniority is defined as the length of continuous service as a teacher in the SEJA District 803.
2. Continuous service shall not be broken and shall continue to accumulate for the call back period following a reduction in staff as provided by law.
3. On or before December 1 of each school year, the Administration shall provide the UNION President with a sequence of honorable dismissal list from the prior school year, deleting the names of teachers no longer with PAEC, and a separate listing of any new teachers with their dates of hire.

4. On or before March 1 of each school year, the Administration shall provide each teacher with a personalized document which includes the teacher's 1) overall ratings on the three [3] most recent summative evaluations; 2) seniority date; and 3) any and all certificates, licenses, qualifications and/or endorsements held by the teacher as reflected in PAEC files. The teacher will have seven [7] calendar days to report additions or corrections to Administration.
5. Should two (2) or more teachers have equal seniority within Groupings 2, 3, or 4, the Executive Director shall have the sole discretion to break a tie after consideration of certifications, prior teaching experience and degrees.
6. If a tenured teacher is involuntarily reassigned to a PAEC program where s/he has no prior PAEC teaching experience, and such teacher must be evaluated during his/her first year in the new assignment, such teacher's required evaluation shall be completed after April 15 of the school year.

Program Assistants

1. There shall be three (3) categories of program assistants and a seniority list for each category. The categories are: 1) Therapeutic program assistants; 2) one-to-one program assistants; and 3) Non-Therapeutic program assistants.

Subject to the provisions for one-to-one program assistants in Subsection 7 below, seniority is defined as the length of continuous service as a program assistant in the category.

Subject to the provisions for one-to-one program assistants in Subsection 7 below, program assistants who move to an assignment falling on either of the other seniority lists shall take their seniority along and shall be removed from the first list and placed at the appropriate spot upon the second list.

2. Continuous service shall not be broken and shall continue to accumulate for the call back period following a reduction in force as provided by law.
3. The Administration shall provide the UNION with the Therapeutic and Non-Therapeutic Seniority Lists for program assistants by February 1 of each school year. A corrected list will be provided by April 1.
4. Should a conflict arise concerning two (2) or more program assistants with identical seniority, the Executive Director shall make the final decision.

5. Reduction in the number of program assistants covered by this Agreement shall be made in reverse order of seniority on the appropriate list with the least senior program assistant on that list being dismissed first.
6. Recall is based on recalling individuals from the specific list for which the opening exists - Therapeutic program assistants and Non-Therapeutic program assistants.
7. Normal seniority will not apply to one-to-one program assistants since each program assistant has an individualized job description for his/her student. If the one-to-one program assistant's assigned student terminates the program or the one-to-one program assistant is no longer necessary per the student's IEP, the one-to-one program assistant may be dismissed.

However, before dismissing such one-to-one program assistant, PAEC will first attempt to place the program assistant in a vacant one-to-one program assistant position or, if no such vacancy exists, in either a vacant Therapeutic or Non-Therapeutic program assistant position. In the case of any vacancy, the program assistant's qualifications and skills shall determine whether the one-to-one program assistant is eligible for and can perform all of the duties of the vacant position as determined by the Administration.

After two (2) consecutive years of full-time employment as a one-to-one program assistant, a program assistant will be included on the Non-Therapeutic Seniority List category and his/her two (2) years of services will be recognized on the seniority list for that category. However, if the one-to-one program assistant works in the Therapeutic Program, the one-to-one program assistant will be included in the Therapeutic Seniority List category and his/her two (2) years of service will be recognized on the seniority list for that category. Program assistants must start work prior to November 1 to have that school year count as a year of employment. Program assistants who started work prior to November 1, 2002 will be included in the Non-Therapeutic Seniority category or Therapeutic Seniority category without regard to the two (2) year waiting period.

In the event that a vacancy occurs in a program assistant position in either the Non-Therapeutic or Therapeutic category, a full-time permanent substitute teacher ("PST") who is subject to dismissal due to the loss of his/her position to a certified teacher will be offered and may accept the vacant position. However, if a one-to-one program assistant loses his/her position because his/her student terminates the program or no longer needs the one-to-one assistant per the student's IEP, and the PST has not yet

accepted the vacant position, the student's one-to-one program assistant will have the first opportunity to accept the vacant position. In either case, the PST and one-to-one program assistant's qualifications and skills shall determine whether the PST or one-to-one program assistant are eligible for and can perform all of the duties of the vacant position.

Permanent Substitute Teachers

A permanent substitute teacher ("PST") who is recommended for dismissal during the school term because a certified teacher has been hired to fill the teaching position shall retain full salary and benefits for thirty (30) days after notice of dismissal. During said thirty (30) day period, PAEC may re-assign such PST to the pool of substitutes for either teachers or program assistants, or assign other suitable work. Further, during the thirty (30) day period and thereafter until the end of the current school term, and subject to the priority given to one-to-one program assistants then subject to release, the dismissed PST will be offered a program assistant position if one becomes available and if s/he is qualified and can perform all of the duties of the vacant position as determined by the Administration. If employed as a program assistant by the end of the thirty (30) day period, the PST will be considered a program assistant for all salary, benefits and conditions of employment, with seniority dating from the date s/he began working as a program assistant. After the certified teacher who replaces the PST begins work, the PST, at his/her sole option, may refuse the re-assignment to the program assistant position and resign without the consent of the Board, and without penalty or loss of references.

F. Meetings During School Day

Employees who participate during working hours in scheduled conferences at the direction or approval of the Administration or who participate in negotiations shall suffer no loss of pay or benefits.

G. Notice of Vacant Positions

Notices for all new or vacant PAEC positions shall be posted on the PAEC website and e-mailed to the UNION President and employees as they become known or available. Except in the case of an emergency, a vacancy will not be filled for five (5) business days following posting on the website and e-mailing to employees.

H. Notification of Assignment Prior to School Year

Notice of tentative assignment shall be given to each employee at least thirty (30) days prior to the start of the school year. If changes in tentative assignments become necessary, employees shall

be notified as soon as possible. A change in tentative assignment will not be considered a transfer for purposes of Article III Conditions of Employment, Section C Transfer.

I. Workers' Compensation

In the case of an accident or injury arising in the scope of PAEC employment, the employee shall promptly report the accident or injury to his/her principal or supervising Administrator (i.e., if the employee reports to a PAEC Administrator other than a PAEC Principal) by no later than the end of the employee's workday. The employee shall also promptly complete an Employee's Report of Injury form. The employee must complete the form even if the accident or injury does not cause the employee to seek medical treatment. The form must be submitted within twenty-four (24) hours of the accident or injury, unless the employee has been admitted to a hospital or is otherwise incapacitated (physically or mentally) due to the severity of the injury. In such case where the employee is hospitalized or incapacitated, the form must be submitted as soon as possible following the accident or injury.

1. If the employee's work-related injury which requires medical treatment during the workday on the date of the injury and/or following two (2) workdays, the employee will not be charged sick or personal leave days for time absent for purposes of receiving medical treatment on such days, or not being physically able to work, provided the employee provides a statement from his/her physician which (1) confirms that the employee has been examined by the physician regarding the work injury, (2) describes the nature and extent of the injury, and (3) states that the employee's absence from work is necessitated by the work injury. The physician's statement must be submitted within three (3) days of the accident or injury, unless the employee has been admitted into a hospital or is otherwise incapacitated (physically or mentally) due to the severity of the injury. In such case where the employee is hospitalized or incapacitated, the physician's statement must be submitted as soon as possible following the accident or injury.
2. The employee will continue to receive his/her full salary from PAEC if he/she is absent from work due to a compensable injury confirmed by the PAEC Workers' Compensation insurance carrier. Any TTD (Temporary Total Disability benefits) paid to the employee while he/she is absent from work must be endorsed to PAEC. If the employee fails to endorse TTD payments within seven (7) work days of receipt, PAEC will withhold the employee's full salary until such endorsement. No deduction of sick days from the employee will be made for employee absence days needed for medical treatments, tests or doctor visits covered and/or compensated by Workers'

Compensation as long as a physician's statement is provided to PAEC supporting each absence day and these days are confirmed and approved by PAEC's Workers' Compensation insurance carrier. If these physician statements are not provided and/or absence days not approved, then sick or personal days will be charged to the employee or pay deducts will be taken.

J. Summer School

Summer School positions will be posted by April 15th of each school year. A copy of the posting will be sent to each worksite. Preference will be given to PAEC employees. By no later than May 15, the Administration will post a tentative list of employees selected for Summer School employment, pending Board approval. The Administration may add employees to the list at any time thereafter.

Teachers will be paid for summer school work at the rate of \$39.66 per hour for Summer, 2019.

Program assistants will be paid for summer school work at the rate of \$20.90 per hour for Summer, 2019.

For each school year of this Agreement thereafter, the teacher's and program assistant's rates per hour shall 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, not to exceed three percent (3.0%).

K. Part-time Teachers

PAEC agrees that it shall not employ a number of part-time teacher bargaining unit members that exceeds the full-time equivalent of ten percent (10%) of the total number of full-time equivalent teaching positions.

PAEC agrees that it shall not employ a number of part-time program assistant bargaining unit members that exceeds the full-time equivalent of ten percent (10%) of the total number of full-time equivalent program assistant positions.

L. Dismissal Rights

A teacher, or a program assistant who has been employed on a full-time basis for at least sixty days and who is recommended for dismissal for cause from all PAEC employment, will be entitled to the following:

1. to request and receive written charges;
2. to request and appear before the Governing Board to discuss the dismissal; and
3. to be represented by the Union at the time of his/her appearance before the Governing Board.

M. Evaluation Plan Committees

1. PERA Joint Committee

Any changes in the evaluation plan shall be developed in cooperation with the teachers' exclusive representative and will be monitored by the PERA Joint Committee.

A PERA Joint Committee shall be composed of three (3) teacher UNION appointees and three (3) BOARD appointees. Any changes in the PAEC Evaluation Plan incorporating the use of data and indicators on student growth as a significant factor in rating teacher performance will be agreed upon by the PERA Joint Committee as provided in the Performance Evaluation Reform Act.

2. Program Assistant Evaluation Plan Committee

A Program Assistant Evaluation Plan Committee will be composed of three (3) program assistant UNION appointees and three (3) BOARD appointees, at no additional compensation.

Any changes in the Program Assistant Evaluation Plan shall be developed in cooperation with the program assistants' exclusive representative and will be monitored by the committee.

N. Planning/Preparation Time

All teachers shall be granted a minimum of one-hundred fifty (150) minutes of planning/preparation time per week. Said planning/preparation time shall occur during the teacher work day. Any planning/preparation time scheduled but not provided due to an early release, building meetings, team meetings, program meetings and staff development meetings shall count towards the weekly total. The aforementioned language shall not cause teachers receiving planning/preparation time before and after the student day to lose existing planning/preparation time at those times.

O. Dress Code

Employees shall dress in a professional manner that reflects their professional duties and in compliance with the dress requirements for their program of assignment as stated in the PAEC Dress Code.

In the event that PAEC desires to modify the PAEC Dress Code, the Director shall notify the Union President in writing at least thirty (30) calendar days prior to implementing the proposed change.

Within seven (7) calendar days after receiving notice of a proposed change, the Union President may submit a written request to meet with the Director or his/her designee(s) to discuss the proposed change. The first meeting will be scheduled to occur within seven (7) days of the Director's receipt of a timely request to meet. For a period of not less than twenty-one (21) calendar days from the date of the first meeting, the parties shall meet in good faith and attempt to reach mutual agreement on the proposed change.

P. Property Damage

The Board shall reimburse an employee for personal medical devices/aids damaged by a student when such devices/aids are necessary to perform job duties. Examples of such medical devices/aids include but are not limited to eyeglasses and hearing aids. The employee shall report any such damage to his/her supervisor by the end of the school day. The employee shall submit a written incident report within two (2) business days of the damage.

The Administration shall conduct an investigation of the circumstances surrounding such damage and determine if reimbursement is warranted. Reimbursement shall be limited to the out-of-pocket expenses paid by the employee after submission to the employee's health insurance or one hundred fifty dollars (\$150.00), whichever is less. The employee must submit to the Executive Director or designee proof of payment for the replacement personal medical device/aid to receive reimbursement.

Article IV. Grievance Procedure

A. Definition

A grievance shall mean a complaint that there has been a breach of this Agreement.

B. Procedure for Adjustment of Grievance

1. An employee or Union grievance shall be presented and adjusted in accordance with the following procedures:

a. Informal Steps

(1) A complaint shall first be discussed with the Supervisor/Principal informally within ten (10) working days of the event which is the basis of the grievance:

(a) By a teacher/program assistant in person in his own behalf.

(b) By a teacher/program assistant accompanied by a Union representative.

(c) By a Union representative in the name of the Union.

(d) The Union shall be entitled to be present during the discussion of a grievance, and no resolution shall be made unless the Union has been present unless the teacher/program assistant requests that the Union not be present.

(2) In the event the matter is resolved informally and a Union representative was not present at the adjustment of the complaint, the supervisor/principal shall inform the Union of the adjustment.

b. Formal Steps

STEP I. - Principal/Supervisor. In the event the matter is not resolved informally, the problem, stated in writing, shall be lodged with or submitted as a grievance to the Principal/Supervisor of the school in which the grievance arises within ten (10) working days following the informal conference.

(1) A grievance may be lodged and thereafter discussed with the Principal/Supervisor:

(a) By a teacher/program assistant on his/her own behalf.

(b) By a teacher/program assistant accompanied by a Union representative.

(c) By a Union representative in the name of the Union.

- (2) Within ten (10) working days after receiving the grievance, the Principal/Supervisor shall state his/her decision in writing, together with the supporting reasons, and shall furnish one copy to the teacher/program assistant, if any, who lodged the grievance, and one copy to the Union representative.

STEP II. - Executive Director. Within five (5) working days after receiving the decision of the Principal/Supervisor, an appeal from the decision may be made to the Executive Director. The appeal shall be in writing and set forth specifically the act, conditions or grounds upon which the grievance is based, and shall be accompanied by a copy of the decision at Step I.

- (1) The Executive Director shall schedule a meeting to discuss the grievance within ten (10) working days after receiving the appeal. Participants in this conference shall be those who participated in Step I, and such other appropriate persons who may be required by the Executive Director and/or the Union.

- (2) Within five (5) working days after holding the meeting to discuss the appeal, the Executive Director shall communicate his/her decision, in writing, together with supporting reasons, to the Principal/Supervisor, the Union representative, the president of the Union, and to the aggrieved teacher/program assistant, if any.

STEP III. - Governing Board. Within five (5) working days after receiving the decision of the Executive Director, an appeal from the decision may be made to the BOARD. This appeal shall be in writing and shall be accompanied by a copy of the appeal at Step II and of the decision at Step II.

- (1) Within a reasonable time after receipt of the appeal, but not later than its next regular meeting, the Board shall hold a hearing on the grievance. Participants in this hearing shall be those who participated in Step II and counsel for the Union, if any, unless the grievance is being processed by a teacher/program assistant in person on his/her own behalf. Participants in this hearing shall be given at least three (3) working days notice of the hearing.
- (2) Within five (5) working days after the hearing on the appeal, the Board shall communicate its decision, in writing, together with supporting reasons, to the Principal/Supervisor, the Executive Director, the Union representative, the president of the Union, and to the aggrieved teacher/program assistant, if any.

STEP IV. - Arbitration. In the event that the Union is not satisfied with the result of the grievance at the previous steps, the dispute shall be resolved by an arbitrator. The parties may choose any individual or agency to serve as a binding arbitrator. The Union must request binding arbitration within twenty (20) working days after the decision of the BOARD. If the parties cannot agree on an arbitrator within 10 working days after the Union has made the request for binding arbitration, the parties shall apply to the American Arbitration Association for the selection of arbitrators by striking names from a list.

The arbitrator shall limit his/her decision to the interpretation, application or enforcement of this Agreement. The arbitrator shall expressly confine him/herself to the precise issues submitted to him/her and shall have no authority to consider any other issues not so submitted to him/her. The costs of the arbitrator shall be shared equally by the parties.

The arbitrator shall be without the power or authority to make any decision which would be contrary to, inconsistent with, or modifying to, in any way, the terms of this Agreement, or any applicable laws.

A decision shall be rendered within thirty (30) days after the close of the evidence.

C. General Conditions and Rules

1. Conferences held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.
2. In all steps of the grievance procedure, when it is required by the administration for individuals to be involved during school hours, they shall be excused with pay for that purpose. Nothing herein shall be deemed to require that any meeting, conference or arbitration be held during the school day.
3. No teacher/program assistant at any stage of the grievance procedure shall be required to meet with any administrator about this grievance without Union representation.
4. If a grievance arises from the action of authority higher than the Principal/Supervisor of a school, the Union may present such grievance at the appropriate step of the grievance procedure upon mutual agreement with the Executive Director.
5. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit lodging an appeal at the next step of this procedure within the time allotted had the decision been given. Failure to appeal a decision within the specified time limits or to follow the procedural requirements herein stated shall be deemed an acceptance of the decision.
6. The time limits specified in this procedure may be extended, in any specific instance, by mutual agreement in writing.

Article V. Employee Leaves

A. Sick Leave

Each full-time employee shall be entitled to twelve (12) days of sick leave as defined in Section 24-6 of the Illinois School Code for each school year without loss of pay. Sick leave not used in the school year of service for which it was granted shall accumulate up to three hundred forty (340) days (i.e., a maximum of three hundred forty (340) days may be carried over to the following year; the employee will then be awarded his/her allotment for the year).

Employees shall be notified in writing at the beginning of each school year as to the number of sick days accumulated. Thereafter, employees can request such information from their immediate supervisor/principal. The employee's balance of sick leave shall be provided on the employee's pay stubs once per month.

The entire twelve (12) days of sick leave granted for each school year shall be available for use on the first day of the school year.

The BOARD or its designee may require a certificate from a physician licensed in Illinois 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 of three (3) consecutive days for personal illness or thirty (30) days for birth, or as the BOARD may deem necessary in other cases. The BOARD or its designee may require a certificate as a basis for pay during leave of less than three (3) days for personal illness, but at the expense of the BOARD.

For an employee using available paid sick leave for adoption or placement for adoption, the BOARD may require that the employee provide evidence that the formal adoption process is underway. Such leave for adoption is limited to thirty (30) days, and such leave for placement for adoption is limited to sixty (60) days.

An employee shall be awarded one of the following attendance incentives per semester, for a total of no more than six hundred dollars (\$600) per school year, to be paid to the employee by the end of August following each school year of this Agreement. However, no employee shall be paid more than a three percent (3%) increase in all earnings during any school year.

0	days of sick leave used	\$300
1-2	days of sick leave used	\$150
3-4	days of sick leave used	\$75

Donations to the sick and bereavement leave pool shall not be considered used sick leave for the purpose of the attendance incentive.

Sick leave abuse sometimes occurs. Sick leave abuse is a very serious offense which constitutes cause for disciplinary action. Employees who are suspected of abuse of sick leave may be required to provide verification for all sick leave absences in question. Examples of sick leave abuse include, but are not limited to:

1. a pattern of sick leave usage such as repeated use of sick leave in conjunction with regular days off, approved leave days, holidays, or school recess.
2. a pattern of sick leave usage such as repeated use of sick leave on a particular day of the week.
3. a pattern of undocumented sick leave usage.
4. repeated use of sick leave benefits as they are granted.
5. using sick leave and engaging in activities during the employee's normal work hours which indicate ability to work.

An employee shall be entitled to Union representation during any investigatory meeting concerning sick leave abuse that could result in disciplinary action against that employee.

B. Personal Leave

Each full-time employee in their first (1st) through ninth (9th) consecutive years in PAEC shall be entitled to two (2) full days per year for personal business or emergency without loss of pay or deduction of sick leave. Each full-time employee in their tenth (10th) or more consecutive years in PAEC shall be entitled to three (3) full days per year for personal business or emergency without loss of pay or deduction of sick leave.

Employees will be required, except in an emergency, to submit written notification for leave utilization at least two (2) days prior to the anticipated absence. Employees utilizing a personal leave day on an emergency basis must submit a written notification of the use of a personal leave day on their first day back to work following their absence.

Personal days will not be used for more than two (2) consecutive days.

The day immediately preceding or immediately following a legal holiday or school recess shall not be recognized as a personal leave day unless, in the judgment of the Executive Director, a valid reason for granting a personal leave day exists. Personal leave days will not be used for any strike or job action.

Unused personal leave shall be allowed to accumulate as sick leave the following fiscal year.

In the event that a full-time employee has exhausted his/her personal leave days for the school year, that employee may use two (2) sick leave days as personal leave day(s). Such day(s) may be used only in accordance with all other requirements for the use of personal leave set forth above. If the employee has exhausted his/her sick leave days, no additional day shall be available to the employee.

The employee's balance of personal leave shall be provided on the employee's pay stubs once per month.

C. Jury Duty Leave

Any employee who is required to serve on jury duty during the school year shall receive full salary and retain the jury duty stipend during the period of such service. Photocopies of the daily jury duty stipends must be submitted to the PAEC Business Office within fourteen (14) days of the final jury duty date as confirmation of jury duty attendance.

D. Leave of Absence

1. Eligible Employees

a. Tenured Teachers. Upon the recommendation of the Executive Director, leave of absence without pay for an extended period of time may be granted by the BOARD to tenured teachers.

b. Full-Time Program Assistants.

(1) Parental. Upon the recommendation of the Executive Director, leave of absence without pay for parental purposes may be granted by the BOARD to full-time program assistants when they have completed at least two consecutive years of full-time service with PAEC as a program assistant.

(2) Student Teaching. Upon the recommendation of the Executive Director, leave of absence without pay may be granted by the Board to any full-time

program assistant for the purpose of completing student teaching.

- (3) Other. Upon the recommendation of the Executive Director, leave of absence without pay may be granted for a period not exceeding the remainder of the current school year plus one (1) additional school year, provided the program assistant's length of service is at least the same period as is required for a teacher to earn tenure.

2. Procedures.

- a. An application for leave must be submitted to the Executive Director at least ninety (90) calendar days before the requested date of commencement of the leave.
- b. The Executive Director may waive the ninety (90) calendar days in emergency cases.
- c. Prior to the approval of any leave request pursuant to this Section, the Executive Director may require that the teacher/program assistant submit proper documentation, such as statement of a physician, admission in an institution of higher learning or approval by the proper agency of adoption, or such other documentation of the purpose and necessity for such leave as the Executive Director may deem appropriate.
- d. An employee who utilizes parental leave may elect not to exhaust his/her sick leave before taking leave under this Section.

3. Length of Leave.

- a. Parental. In the case of a tenured teacher or a program assistant eligible for parental leave, the leave shall be for the remaining portion of the school year and upon request, one additional year. The request for the additional year may be made at the time the leave begins or by March 1st of the year the employee is on leave.
- b. Student Teaching. In the case of a student teaching leave, the program assistant's leave shall be for the time necessary to complete the student teaching.
- c. Unless otherwise limited elsewhere herein, no leave shall exceed the remainder of the current school year plus one (1) additional school year. In no event shall any teacher or eligible program assistant be granted an unpaid leave of absence in excess of two (2) years.

4. Notice of Return.

Notification of intention to return to the employ of PAEC from an unpaid leave of absence shall be made in writing to the Executive Director ninety (90) days prior to the first day of the second semester if leave is taken during the first semester, or by March 1 prior to the end of the school year if leave is taken the second semester. Failure to notify the Executive Director in writing of an intention to return shall be interpreted as a resignation without further action by the BOARD.

5. Salary Schedule Placement.

- a. Teachers returning from a leave of absence shall be placed on the salary schedule at the same place they occupied at the beginning of the leave unless they begin the leave after February 1st. In the latter case, teachers shall be granted a full year's credit on the salary schedule if they worked the entire first semester.
- b. A program assistant returning from a leave of absence shall be given the same longevity he/she received at the beginning of the leave.

6. Conditions.

- a. Except where a leave granted by the Governing Board also qualifies as a leave under the Family and Medical Leave Act of 1993, insurance benefits provided by the BOARD will cease the last day of the month in which the leave begins. The teacher/program assistant shall be allowed to continue to participate in the Group Insurance Plan while on leave by paying the monthly premium to the PAEC Business Office by the first day of each month for which the employee seeks coverage.
- b. Teachers shall be returned to positions for which they are certified.
- c. A program assistant who is subsequently employed as a teacher shall not be granted seniority as a teacher for time employed as a program assistant. However, a program assistant shall retain his/her accumulated sick leave and such other benefits as may be specifically provided for in this Agreement.

E. Extended Sick Leave - Full-Time Employees

In case of illness or disability, and when all available individual accumulated sick leave or such other leave that may be available under the Family and Medical Leave Act of 1993, if any, is exhausted, full-time employees may request an extended sick leave without pay/benefits.

The employee's request for extended sick leave must be submitted to the Executive Director not later than five (5) working days prior to the requested date of the leave. The request for leave shall be accompanied by an appropriate statement from the employee's physician which substantiates the employee's medical condition necessitating the employee's absence and the anticipated date of return.

No leave shall exceed more than the remaining days of the school year in which the request is made.

After exhausting individual accumulated sick leave and leave available under the Family and Medical Leave Act of 1993, insurance benefits provided by the BOARD will cease the last day of the month in which the leave begins. The employee shall be allowed to continue to participate in the Group Insurance Program by paying the monthly premium to the PAEC Business Office by the first of each month for which the employee seeks coverage.

A full-time employee who becomes disabled due to pregnancy may elect not to exhaust sick leave before requesting extended sick leave without pay/benefits under this Section. However, such employee shall be responsible for the cost of continued participation in the Group Insurance Program after exhausting leave available, if any, under the Family and Medical Leave Act of 1993.

F. Sick Leave and Bereavement Pools

1. The BOARD agrees to establish a Sick Leave Pool. The purpose of the Sick Leave Pool is to provide participating employees who experience catastrophic illness or injury with sick days that exceed the number of days accumulated by an employee.
2. The BOARD agrees to establish a Bereavement Pool. The purpose of the Bereavement Pool is to provide an adequate number of days to be used by the employees in the event of the death of a family member. A family member shall include spouse, children, parents, parents-in-law, siblings, siblings-in-law, grandparents, grand-parents-in-law, aunts, aunts-in-law, uncles, uncles-in-law, cousins, cousins-in-law, and/ or other individuals considered important by the employee.

3. The Sick Leave Pool and Bereavement Pool shall be administered by the UNION subject to the following restrictions:
 - a. An individual must be a participating employee in SEJA #803 to be granted days from the Sick Leave or Bereavement Pools.
 - b. A participating employee's contribution to the Sick Leave or Bereavement Pools is voluntary.
 - c. A participating employee must have used all accumulated sick days before receiving a grant for days from the Sick Leave Pool.
 - d. If an employee is requesting days for bereavement he/she need not have used all of his/her sick or personal days before receiving a grant for days from the Bereavement Pool.
 - e. Days donated by the participating employee to the Sick Leave or Bereavement Pools may not be withdrawn. Days donated are recorded as consumed on the individual employee's official record of accumulated sick or personal leave.
 - f. No sick or bereavement days may be granted or used if there are not sufficient accumulated days in the Sick Leave Pool or Bereavement Pool, respectively, to cover the leave requested.
4. The UNION shall notify the PAEC Business Office in writing of:
 - a. Names and number of days contributed by each participating employee within five (5) business days of the UNION's October 1 deadline for contribution. Employees hired after October 1 in any school year shall have their contributions reported within five (5) business days after the UNION's two (2) week period during which the employees may decide to contribute days.
 - b. The participating employee's name and the number of days granted within two (2) business days of the UNION's grant of days.
 - c. The total number of days in the Sick Leave and Bereavement Pools at the beginning and end of each school year.
5. The UNION 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 UNION in relation to the Sick Leave Pool and Bereavement Pool, or arising from any claimed violation of any federal, State or local laws, rules or regulations.

Article VI. Salary and Benefits

A. Teachers' Salary Schedule and Longevity

1. Salary Schedule. The Teachers' Salary Schedules for each school year of this Agreement are included with this Agreement as Appendix A. For each school year, teachers shall move one step, if available, in her/his lane on the applicable Salary Schedule and change lanes, if eligible.
2. Longevity. In order to receive longevity, a teacher must have been hired prior to the 1999-2000 school year. For each school year of this Agreement, teachers shall be eligible for longevity pay based on actual years of service pursuant to the longevity schedule provided on the Teachers' Salary Schedule.

B. Program Assistants' Salary and Experience Pay

1. Salary Schedule. The Program Assistants' Salary Schedules for each school year of this Agreement are included with this Agreement as Appendix B. For each school year of this Agreement, program assistants shall move one Step and shall be eligible for an increase in longevity based on actual years of service.
2. Longevity. Longevity will apply only to program assistants who began work at PAEC before November 1, 2007.

C. Teacher and Program Assistant Compensation Limitations

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

appropriate step and lane placement on the schedule and extra duty pay. The UNION accepts equal responsibility for the inclusion of this subsection 2 in the Agreement.

3. No payment to any employee will result in any employer contribution or penalty to the Board, and if any contribution or penalty is or may be assessed by TRS or IMRF against the Board, the Board may adjust the employee's salary or extra duty pay retroactively to avoid the contribution or penalty (i.e., limit the increase to a maximum of 3%).

D. **Employee Pension**

The Board shall remit for each teacher the amount required by law, including the TRS Member THIS contribution, for the State of Illinois Teachers' Retirement System to be applied for the account of such teacher. The amount of gross wages due a teacher in the form of salary shall be the sum specified on the compensation schedule less the amount paid by the Board to TRS, paid in installments as otherwise provided herein, provided the Board shall deduct therefrom all sums as required by law or as authorized by the teacher pursuant to Section 414(h), as amended. To the extent permitted by law, it is the intention of the parties to qualify such deduction and payments to TRS as picked up and paid by the Board, on the teachers' behalf, as employer payments pursuant to Section 414(h) of the *Internal Revenue Code*. The teacher shall have no right or claim to the funds so remitted except as they may subsequently become available upon retirement or resignation from the State of Illinois Teachers' Retirement System. The Board does not warrant that the deductions made in the amounts as listed on the compensation schedule by the Board for the teachers are deemed excludable from the teachers' gross wages.

The Board shall remit for each program assistant the amount required by law for the State of Illinois Municipal Retirement Fund to be applied for the account of such employee. The amount of gross wages due a program assistant in the form of salary shall be the sum specified on the compensation schedule less the requisite payment to IMRF by the Board, paid in installments as otherwise provided herein, provided the Board shall deduct therefrom all sums as required by law or as authorized by the program assistant pursuant to Section 414(h) of the *Internal Revenue Code*, as amended. To the extent permitted by law, it is the intention of the parties to qualify such deduction and payments to IMRF as picked up and paid by the Board, on the employees' behalf, as employer payments pursuant to Section 414(h) of the *Internal Revenue Code*. The program assistant shall have no right or claim to the funds so remitted except as they may subsequently become available upon retirement or resignation from the Illinois Municipal Retirement Fund. The Board does not warrant that the deductions made in the amounts as listed on the compensation

schedules by the Board for the employees' as set forth above are deemed excludable from the employees' gross wages.

E. Placement on Salary Schedule

1. Teachers shall be placed on the salary schedule on the basis of their years of experience and educational background. One (1) year credit may be given on the salary schedule for each year of certificated and/or professional related services or each ten (10) months of military service not to exceed two (2) years credit for military service. For teachers first employed for the 1999-2000 school year and after, credit on the salary schedule may be granted to a maximum of fifteen (15) years.
2. Previous experience shall be considered and evaluated by the Executive Director.
3. At the commencement of employment, permanent full-time substitute teachers ("PSTs") will be placed on BA step 1 of the teacher salary schedule. PSTs may advance up to step three (3) on the salary schedule in the BA lane subject to the following requirements:
 - a. For PSTs employed after October 31, 2000:
 - (1) The PST must be enrolled in a state-approved teacher education program;
 - (2) The PST must submit a list of course work and semester credit hours necessary to achieve certification in special education; and
 - (3) For each step of vertical movement, the PST must complete two years teaching experience as a permanent substitute teacher at PAEC and nine (9) of the semester hours of course work provided under a.(2) above.
 - b. For PSTs employed prior to November 1, 2000:
 - (1) The PST must be enrolled in a state-approved teacher education program;
 - (2) The PST must submit a list of course work and semester credit hours necessary to achieve certification in special education; and
 - (3) For each step of vertical movement, the PST must complete two years teaching experience as a permanent substitute teacher at PAEC and six (6)

of the semester hours of course work provided under b.(2) above.

4. At the commencement of employment, program assistants shall be placed on the salary schedule based on the Executive Director's evaluation of their years of prior work experience at PAEC and other schools and/or special education cooperatives. One (1) year credit may be given on the salary schedule for each year of prior work experience. For prior work experience at other schools and/or special education cooperatives, credit may be given for a maximum of five (5) years.

F. Method of Payment

1. Employees shall be paid on a twelve (12) month schedule. Employees shall have their summer checks distributed no later than June 30th.
2. Employees are encouraged to use direct deposit.
3. The BOARD will provide each employee with access to an itemized statement of wages and deductions from wages electronically. The BOARD will provide a paper pay stub to an employee upon request.

G. Health Insurance

1. Individual Coverage.

Full-time employees shall be eligible to participate in a hospitalization and major medical program.

- a. HMO Plan. For HMO individual coverage, the Board shall pay one hundred percent (100%) of the premium for each school year of this Agreement.
- b. PPO Plan. For each school year of this Agreement, Teachers and Program Assistants shall pay the following amounts towards PPO individual coverage and the Board shall pay the remainder of the individual premium.

<u>School Year</u>	<u>Teachers</u>	<u>PAs</u>
2018-2019	\$460	\$230
2019-2020	\$480	\$250
2020-2021	\$500	\$270

2. Dependent Coverage.

a. Full-Time Teachers.

2018-2019 School Year. PAEC shall pay fifty percent (50%) of the dependent premium for full-time teachers in their first two (2) years of employment and eighty-five percent (85%) of the dependent premium for teachers in their third or more years of employment. The full-time teacher shall pay the remaining dependent premium under his/her choice of plan.

2019-2020 and 2020-2021 School Years. PAEC shall pay the following percentages of the dependent premium for full-time teachers who elect coverage under the Blue Cross Blue Shield HMO-Illinois insurance plan ("BC/BS HMO-IL") or the Blue Cross Blue Shield PPO insurance plan ("BC/BS PPO"):

	BC/BS HMO-IL	BC/BS PPO
2019-2020	90%	80%
2020-2021	90%	77%

The full-time teacher shall pay the remaining dependent premium under his/her choice of plan.

b. Full-time Program Assistant

2018-2019 School Year. Full-time program assistants in their first two (2) years of employment shall be responsible for the full payment of the dependent premium. For full-time program assistants in their third or more years of employment, PAEC shall pay thirty-five percent (35%) of the dependent premium and the full-time program assistant shall pay the remaining dependent premium under his/her choice of plan.

2019-2020 and 2020-2021 School Years. PAEC shall pay thirty-five percent (35%) of the dependent premium and the full-time program assistant shall pay the remaining dependent premium under his/her choice of plan.

c. A teacher must work at least one hundred twenty (120) days during a school term in order for such year to count towards a year of employment for purposes of increasing or obtaining a Board contribution towards the dependent premium.

For program assistants, employment must commence by a date before November 1 and continue through the end of the school year in order to count as a year of employment for purposes of increasing or obtaining a Board

contribution towards the dependent premium.

- d. Employee contributions towards health insurance shall be tax sheltered following the Board's establishment of a Section 125 Plan.

H. Dental Insurance

Full-time employees will receive a dental program with full premium payments being made for individual coverage.

I. Vision Insurance

During the term of this Agreement, PAEC shall offer a vision insurance program to its eligible full-time employees. The full-time employee shall pay one-hundred (100) percent of the cost of the premium.

J. Life Insurance

The BOARD shall provide each full-time employee with life insurance in the amount equal to their salary rounded to the next highest thousand.

K. Deductions from Paychecks

Upon receipt of a written request from an employee, the BOARD shall deduct from such employee's regular paychecks any money designated by the employee for purposes of medical insurance, union dues, credit union or any one of a maximum of fifteen (15) tax sheltered annuity plans and shall remit the designated amount to the person or company. Necessary postage will be paid by the BOARD.

L. Extra Duty Pay

1. An employee who serves as a head coach for the following will be paid a stipend of \$1,900.00 annually:
 - a. Special Olympics Head Basketball Coach
 - b. Special Olympics Head Bowling Coach
 - c. Special Olympics Head Soccer Coach
 - d. CAEL Head Coach (flag football, basketball and soccer)
2. Special Olympics Basketball, Bowling or Soccer Assistant Coaches will be paid at their usual hourly rate for work performed.
3. Unless otherwise provided in this Agreement, when an employee is required to work additional hours and assume additional responsibilities during the regular school term beyond his/her normal workday, as defined under III.B. of this

Agreement, to fully implement the SEJA #803 Programs, the employee will receive either release time or additional monetary compensation at the normal hourly rate for program assistants and the rate of \$29.63 per hour for teachers for the first school year of this Agreement. For each school year of this Agreement thereafter, the teacher's rate per hour shall 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 used for purposes of the PTELL for the twelve-month period ending the previous December 31, not to exceed three percent (3.0%). With prior approval from the Executive Director or his/her designee, release time may be taken in lieu of compensation.

Teachers working late-night duty at PAEC Therapeutic Elementary School and High School shall be deemed "extra duty" under this section. Teachers working late-night duty shall complete time sheets for compensation under this section.

4. Those employees receiving compensation for extra duties shall be notified by June 1 of any change in responsibility and/or compensation for the upcoming year. Employees who fail to submit time sheets on more than two occasions during a school year according to the schedule determined by the PAEC Business Office may forfeit their extra duty assignment for the upcoming school year.
5. A program assistant who serves as a full-time job coach shall be paid a stipend of \$771.96 for the first school year of this Agreement. For each school year of this Agreement thereafter, the stipend shall 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 used for purposes of the PTELL for the twelve-month period ending the previous December 31, not to exceed three percent (3.0%). A program assistant who serves as a job coach at least fifty percent (50%) of his/her normal work week shall be paid a pro rata amount of the stipend. Changes to the pro rata percentages for salary calculations will only be made at the beginning of the second semester (February 1st), pending prior approval of the school principal.
6. A program assistant who serves as a full-time job coach coordinator shall be paid a stipend of \$1,092.27 for the first school year under this Agreement. For each school year of this Agreement thereafter, the stipend shall 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 used for the purposes of the PTELL for the twelve-month period ending the previous December 31, not to exceed three percent (3.0%). A program assistant who serves as a job coach coordinator at least fifty percent (50%) of

his/her normal work week shall be paid a pro rata amount of the stipend. Changes to the pro rata percentages for salary calculations will only be made at the beginning of the second semester (February 1st), pending prior approval of the school principal.

7. If a teacher loses minimum weekly planning/preparation time because of duties assigned by his/her supervisor, other than as described in Article III, Section M of this Agreement, s/he shall receive either release time or additional monetary compensation pursuant to Article VI. L. 3. above. With prior approval from the Executive Director or his/her designee, release time may be taken in lieu of compensation.
8. A certified teacher who serves as a mentor shall be paid a stipend of \$771.96 annually for the first school year of this Agreement for each novice teacher assigned by the Executive Director or designee. For each school year of this Agreement thereafter, the stipend shall 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 used for the purposes of PTELL for the twelve-month period ending the previous December 31, not to exceed three percent (3.0%).
9. A program assistant who is trained and designated by the Administration as an Intervention Specialist shall be paid a stipend of \$1,068.86 annually for the first school year of this Agreement. For each school year of this Agreement thereafter, the stipend shall 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 used for the purposes of PTELL for the twelve-month period ending the previous December 31, not to exceed three percent (3.0%).
10. A program assistant serving lunch in a classroom, the lunchroom or any other designated area to students shall be paid in accordance with practice which occurred during the term of the 2012 - 2014 Collective Bargaining Agreement.
11. A teacher or program assistant who enters Fee for Service data for students eligible for Medicaid shall perform such work during the contractual work day but not during duty free lunch or break times.

M. Insurance Committee

1. General provisions. By October 1 of each school term, the Union will appoint three (3) of its members to meet with a maximum of three (3) representatives of the Board to review

the insurance program. Union membership on the Committee will be voluntary and without pay. The Union will appoint at least one teacher and program assistant to the Committee. If the Union fails to appoint the three (3) appropriate representatives and provide written notice to the Board of the names of the three (3) appropriate representatives by October 1, this Section M shall be void and without further effect for that school year.

The Administration shall schedule a meeting to occur not later than December 15 at a mutually agreed date during each school term for the Committee to begin its review of the insurance program. If the members appointed by the Union do not attend the meeting scheduled by the Administration, no further meeting need be scheduled with the Union-appointed members to discuss the agenda item(s). A recommendation, if any, reached by consensus of the Committee will be submitted to the Union and the Board for their respective consideration.

The Union may appoint one of its Insurance Committee members to attend EBC meetings as an observer. Union days will be used for such attendance.

2. Affordable Care Act Provision. During the term of this Agreement, if the anticipated premium for any insurance plan year may cause the imposition of an excise tax or penalty upon the BOARD under the Patient Protection and Affordable Care Act ("PPACA"), the Insurance Committee will meet and present its recommendation to the BOARD and the UNION regarding plan design or other insurance plan changes that may be necessary to avoid such excise tax or penalty. The BOARD and the UNION shall thereafter consider such recommendation and attempt to come to a written agreement that permits the BOARD to avoid an excise tax or penalty. If the BOARD and the UNION fail to come to such written agreement, the BOARD's contribution towards medical and dental insurance premiums will be reduced on a pro-rated, per employee basis, beginning with the month in which such excise tax or penalty is incurred, by the amount of the excise tax or penalty that the BOARD will be required to pay in order to maintain the affected coverage (i.e., PPO or HMO single, family, or both).

Example: Annual excise tax = \$36,000 for single coverage / 12 months = \$3,000 reduction in BOARD monthly contribution towards single coverage / 100 employees with single coverage = \$30/per employee per month reduction in BOARD contribution.

N. Longevity Credit for Program Assistants

Program assistants who are subsequently employed as teachers shall

receive longevity credit at the rate of 1 year for every 2 full years of employment as program assistant.

O. **Professional Growth - Full-time Teachers and Full-time Program Assistants**

The GOVERNING BOARD shall establish a fund not to exceed the amounts set forth below for purposes of tuition reimbursement for coursework that is educationally relevant as determined by the Executive Director.

Any full-time teacher who receives the approval of the Executive Director prior to enrolling in graduate coursework beyond a degree shall be entitled to receive reimbursement for actual tuition costs not to exceed a maximum of twelve (12) semester credit hours of such graduate work during each school year and nine (9) semester credit hours during each summer, provided that the teacher receives a grade of "B" or better, and further subject to the provisions set forth below.

Any full-time program assistant who has completed one-half (1/2) of the coursework required by his/her college for a four (4) year degree in teacher education or a four (4) year degree that leads to another professional certificate under Article 21 of the *Illinois School Code* (e.g., social worker, psychologist, speech and language pathologist), and who receives the approval of the Executive Director prior to enrolling in further coursework leading to a degree/certification in an area that would make him/her employable by PAEC, shall be entitled to receive reimbursement for actual tuition costs not to exceed a maximum of twelve (12) semester credit hours during each school year and nine (9) semester credit hours during each summer, provided that the full-time program assistant receives a grade of "B" or better, and further subject to the provisions set forth below.

Employees requesting reimbursement must submit official transcripts for the same by October 15 of the school year following completion of the coursework. Failure to submit the request for reimbursement by October 15 will result in the inability of the employee to receive reimbursement. Failure to be employed by PAEC during the period of September 1 through December 15 of the year following completion of the coursework shall not entitle the employee to reimbursement. Reimbursement shall be prorated for full-time employees who work a partial year.

The fund designated by the GOVERNING BOARD shall be divided by the total number of credit hours for which reimbursement has been requested and approved. Each employee's approved coursework will be multiplied by the so determined reimbursable credit hour rate not to exceed the per credit hour charge for the University of Illinois, Chicago Campus, effective on September 1 for the fund

year, and said amount paid to the requesting employee. If the fund is not exhausted by the limitation of reimbursement to the UIC hourly rate, those employees incurring a greater charge per credit hour shall be reimbursed, on a pro rata basis, until the remainder of the fund for the designated year is exhausted. However, no reimbursement paid to any employee will exceed the employee's documented tuition costs.

The Tuition Reimbursement Fund Amount, payable in the following school year, shall be \$44,827.00 for the first school year of this Agreement. For each remaining school year of this Agreement, that amount shall 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 used for the purposes of the PTELL for the twelve-month period ending the previous December 31, not to exceed three percent (3.0%).

P. Organizational Dues or Fees

The GOVERNING BOARD shall make available a maximum of \$90.00 per employee each school year for membership dues. The following is a list of professional organizations approved for reimbursement:

- ASCD (formerly Association for Supervision & Curriculum Development)
- American Vocational Association (AVA)
- Behavior Analysis Society of Illinois (BASIL)
- Chicago Metro Association for the Education of Young Children (Chicago Metro AEYC) or (NAEYC - National)
- Council for Exceptional Children (CEC)
- Illinois Association for Autism & Developmental Disabilities
- Illinois Reading Council (IRC)
- Illinois Teachers of the Hard of Hearing and Deaf Individuals (ITHI)
- Illinois Teachers of Physically Handicapped (ITPH)
- International Dyslexia Association (IDA)
- Equity, Opportunity and Inclusion for People with Disabilities (TASH)

- Illinois Association for Health, Physical Education, Recreation and Dance (IAHPERD)

This list is not all inclusive. New organizations may be added if deemed appropriate at the discretion of the Administration.

Q. Transportation

In the event that an employee drives a contracted school bus during the school day, the employee will be paid an additional \$10.10 per hour for the first school year of this Agreement with a one hour minimum per trip. For each year of this Agreement thereafter, the rate per hour shall 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 used for purposes of the PTELL for the twelve-month period ending the previous December 31, not to exceed three percent (3.0%).

R. Late Night Salary

A program assistant will be paid his/her usual hourly rate until the total hours worked for the week exceeds forty (40) hours. After exceeding a forty (40) hour work week, the program assistant will be paid at a rate one and one-half (1.5) times his/her usual hourly rate.

S. Teacher Retirement Incentive

1. It shall be a goal of the Governing Board to provide an incentive for teachers eligible to retire under this Section.
2. Upon reaching 55 years of age, completing twenty (20) consecutive years of full-time employment with PAEC and its member districts, and becoming eligible for retirement under the Illinois Teachers' Retirement System, a teacher may elect to retire from PAEC at the end of a specified school term, and request that the Board approve the payment of a retirement incentive. Approved leaves will not be considered a break in employment and will not be counted towards years of full-time employment.
 - a. An eligible teacher electing to participate in the retirement incentive shall submit a written notice advising the Board of his/her retirement under TRS. For the 2018-2019 school year, an eligible teacher shall submit his/her written notice no later than April 30, 2019. For subsequent school years, such written notice shall be submitted by no later than January 15 of the school year prior to the first year of his/her receipt of pre-retirement increases (e.g., by January 15, 2021 for retirement on June 30, 2025).

- b. Proof of acceptance for retirement under TRS (TRS Benefit Estimate Form) must be submitted to the PAEC Business Office prior to June 1 of the year of retirement.
 - c. A teacher 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. The number of teachers who may be awarded a retirement incentive in any year may be limited at the Board's option to thirty percent (30%) of those eligible, with the right to participate to be allocated among those applying on the basis of seniority in PAEC employment.

A request for a retirement incentive which is submitted but not approved by the Board due to limitations imposed by the Board under this subsection shall be considered by the Board during the following year in the order of receipt.

4. Pre-retirement Increases.

The eligible teacher's compensation for up to the last four years of employment shall not be determined by the salary schedule. Instead, the teacher's prior year's compensation shall be re-calculated by increasing the teacher's total creditable earnings, including salary and stipends, by three percent (3%).

A teacher will not be eligible to participate in the retirement incentive program if s/he did not provide an irrevocable notice of intent to retire as required by this Section and/or s/he received an increase in creditable earnings in excess of three percent (3%) for a school year used to calculate the teacher's retirement annuity.

Once the request for a retirement incentive is approved by the Board, the teacher's retirement on the date specified in the request shall be deemed irrevocable. In the event that the teacher no longer performs a stipend duty, the amount attributable to the stipend for that school year will be subtracted from the creditable earnings that would have otherwise been paid. Any teacher who resigns his/her position prior to the approved retirement date shall forfeit any remaining retirement incentives that would otherwise have been paid to the teacher and, in addition, shall pay to the Board any retirement incentive paid to date that exceeds what the teacher would have been compensated without a retirement incentive.

However, in its sole discretion, the Board may waive the deadline for submitting the written request for the retirement incentive; any such waiver shall be non-precedential in effect.

5. Lump Sum Benefit in Lieu of Contribution Towards Post-retirement Health Insurance.

In addition to the benefit described above and in lieu of a contribution towards post-retirement health insurance, the Board shall make one lump sum payment as a non-elective contribution to a 403(b) account designated by the teacher in an amount calculated as set forth below. The Board's contribution will be made more than thirty (30) days after the retiring teacher's last paycheck and no later than sixty (60) days after her/his last workday. Both Parties intend that the payment will not be TRS creditable earnings.

The amount of the Board's contribution to the teacher's designated 403(b) account for this benefit shall be calculated as follows:

\$200.00 x the lesser of 60 months or the number of full calendar months until the teacher would reach age 65; plus ten thousand dollars (\$10,000).

In the event that the Equal Employment Opportunity Commission or court of competent jurisdiction rules that the termination of the benefits formerly provided under this subsection after five years or at the time the retiree reaches age 65 is not permitted under state or federal law, including but not limited to the *Illinois Human Rights Act*, the *Age Discrimination in Employment Act of 1967*, and the *Older Workers Benefit Protection Act of 1990*, either the Board or the Union may provide written notice to renegotiate retirement benefits. Bargaining will begin within sixty (60) days. The parties agree to negotiate for sixty (60) days at which time, if no agreement has been reached, the Board may suspend paying its contributions to the teachers' Section 403(b) accounts pursuant to this subsection.

6. Up to seventy (70) accumulated PAEC sick leave days which are not used for TRS credit at the time of retirement from PAEC shall be reimbursed by the Board at a rate of \$50.00 per day. Payment therefore shall be made as a post-retirement severance payment during the month of August immediately following the end of the school year during which retirement becomes effective.
7. In the event that a change in State law or administrative rules increases the Board's obligations under the Illinois Teachers' Retirement System, the Board may provide written

notice to the Union to renegotiate retirement benefits. Bargaining will begin within sixty (60) days. 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.

T. Program Assistant Retirement Incentive

1. Upon reaching fifty-five (55) years of age, completing twenty (20) consecutive years of full-time employment with PAEC, and becoming eligible for retirement under the Illinois Municipal Retirement Fund, a program assistant may elect to retire from PAEC at the end of a specified school term, and request that the Board approve the payment of a retirement incentive. Approved leaves will not be considered a break in employment and will not be counted towards years of full-time employment.
 - a. An eligible program assistant electing to participate in the retirement incentive shall submit a written notice advising the Board of his/her retirement under IMRF. For the 2018-2019 school year, an eligible program assistant shall submit his/her written notice no later than April 30, 2019. For subsequent school years, such written notice shall be submitted by no later than January 15 of the school year prior to the first year of his/her receipt of pre-retirement increases (e.g., by January 15, 2021 for retirement on June 30, 2025).
 - b. Proof of acceptance for retirement under IMRF (IMRF Certificate of Benefits) must be submitted to the PAEC Business Office prior to June 1 of the year of retirement.
 - c. A program assistant will be ineligible for any retirement incentive benefits if his/her retirement under IMRF will require the Board to make a payment to the Illinois Municipal Retirement Fund.
2. The number of program assistants who may be awarded a retirement incentive in any year may be limited at the Board's option to thirty percent (30%) of those eligible, with the right to participate to be allocated among those applying on the basis of seniority in PAEC employment.

A request for a retirement incentive which is submitted but not approved by the Board due to limitations imposed by the Board under this subsection shall be considered by the Board during the following year in the order of receipt.

3. Pre-retirement Increases.

- a. The eligible program assistant's compensation for up to the last four years of employment shall not be determined by the salary schedule. Instead, the program assistant's prior year's compensation shall be recalculated by increasing the program assistant's total creditable earnings, including salary and stipends, by three percent (3%).
- b. A program assistant will not be eligible to participate in the retirement incentive program if s/he did not provide an irrevocable notice of intent to retire as required by this Section and/or s/he received an increase in IMRF earnings in excess of three percent (3%) for a school year used to calculate the program assistant's retirement annuity.
- c. Once the request for a retirement incentive is approved by the Board, the program assistant's retirement on the date specified in the request shall be deemed irrevocable. In the event that the program assistant no longer performs a stipend duty, the amount attributable to the stipend for that school year will be subtracted from the IMRF earnings that would have otherwise been paid. Any program assistant who resigns his/her position prior to the approved retirement date shall forfeit any remaining retirement incentives that would otherwise have been paid to the program assistant and, in addition, shall pay to the Board any retirement incentive paid to date that exceeds what the program assistant would have been compensated without a retirement incentive.

However, in its sole discretion, the Board may waive the deadline for submitting the written request for the retirement incentive; any such waiver shall be non-precedential in effect.

4. Lump Sum Benefit in Lieu of Contribution Towards Post-retirement Health Insurance.

In addition to the benefit described above and in lieu of a contribution towards post-retirement health insurance, the Board shall make one lump sum payment as a non-elective contribution to a 403(b) account designated by the program assistant in an amount calculated as set forth below. The Board's contribution will be made more than thirty (30) days after the retiring program assistant's last paycheck and no later than sixty (60) days after her/his last workday. Both Parties intend that the payment will not be IMRF creditable earnings.

The amount of the Board's contribution to the program assistant's designated 403(b) account for this benefit shall be calculated as follows:

\$200.00 x the lesser of 60 months or the number of full calendar months until the program assistant would reach age 65; plus four thousand dollars (\$4,000).

In the event that the Equal Employment Opportunity Commission or court of competent jurisdiction rules that the termination of the benefits formerly provided under this subsection 4 after five years or at the time the retiree reaches age 65 is not permitted under state or federal law, including but not limited to the *Illinois Human Rights Act*, the *Age Discrimination in Employment Act of 1967*, and the *Older Workers Benefit Protection Act of 1990*, either the Board or the Union may provide written notice to renegotiate retirement benefits. Bargaining will begin within sixty (60) days. The parties agree to negotiate for sixty (60) days at which time, if no agreement has been reached, the Board may suspend paying its contributions to the program assistants' Section 403(b) accounts pursuant to this subsection.

5. Up to seventy (70) accumulated PAEC sick leave days which are not used for IMRF credit at the time of retirement from PAEC shall be reimbursed by the Board to the program assistant at the rate of \$40.00 per day. Payment therefore shall be made as a post-retirement severance payment during the month of August immediately following the end of the school year during which retirement becomes effective.
6. In the event that a change in State law or administrative rules increases the Board's obligations under the Illinois Municipal Retirement Fund, the Board may provide written notice to the Union to renegotiate retirement benefits. Bargaining will begin within sixty (60) days. When bargaining begins pursuant to a demand above there shall be no status quo as to any earnings or benefit that would result in an employer contribution by the Board to IMRF. 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 IMRF.

ARTICLE VII. NO STRIKE

Neither the UNION nor the employees will instigate, promote, sponsor, engage in or condone any strike, walkout, withdrawal or withholding of services during the lifetime of this Agreement.

Article VIII. Entire Agreement

This Agreement shall constitute the full and complete commitment between the UNION and the BOARD and shall supersede and cancel all previous Agreements both written and oral. This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

If any provision of this Agreement is subsequently declared by the proper legislature or judicial authority to be unlawful or unenforceable, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

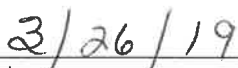
Article IX. Term of Agreement

This Agreement shall remain in full force and effect from August 16, 2018, to August 15, 2021, and shall remain in full force and effect from year to year thereafter, unless either party notifies the other in writing on or before January 15 of the final year of this Agreement that it desires to modify, change, amend, or terminate this Agreement.

Negotiations for a successor agreement shall begin no later than the last Wednesday in February of the final year of this Agreement.



PAEC Governing Board President



Date

ATTEST:



PAEC Governing Board Secretary



Date



President of PAEC Council, Local #571



Date

APPENDIX A

2018-2019 Teachers' Salary Schedule

	BS	BS+15	BS+30	MS	MS+15	MS+30
1	\$ 41,193	\$ 42,425	\$ 43,694	\$ 45,002	\$ 46,350	\$ 47,737
2	\$ 42,147	\$ 43,407	\$ 44,706	\$ 46,044	\$ 47,422	\$ 48,842
3	\$ 43,122	\$ 44,411	\$ 45,740	\$ 47,110	\$ 48,520	\$ 49,972
4	\$ 44,120	\$ 45,439	\$ 46,799	\$ 48,200	\$ 49,643	\$ 51,129
5	\$ 45,139	\$ 46,488	\$ 47,879	\$ 49,313	\$ 50,789	\$ 52,310
6	\$ 46,179	\$ 47,561	\$ 48,985	\$ 50,451	\$ 51,962	\$ 53,518
7	\$ 47,252	\$ 48,666	\$ 50,123	\$ 51,623	\$ 53,169	\$ 54,762
8	\$ 48,350	\$ 49,796	\$ 51,287	\$ 52,823	\$ 54,405	\$ 56,034
9	\$ 49,473	\$ 50,953	\$ 52,479	\$ 54,051	\$ 55,668	\$ 57,336
10	\$ 50,622	\$ 52,137	\$ 53,699	\$ 55,306	\$ 56,962	\$ 58,668
11	\$ 51,797	\$ 53,348	\$ 54,946	\$ 56,592	\$ 58,286	\$ 60,032
12	\$ 53,001	\$ 54,588	\$ 56,222	\$ 57,907	\$ 59,640	\$ 61,427
13		\$ 55,856	\$ 57,529	\$ 59,253	\$ 61,026	\$ 62,856
14		\$ 57,154	\$ 58,865	\$ 60,630	\$ 62,445	\$ 64,316
15		\$ 58,483	\$ 60,233	\$ 62,039	\$ 63,897	\$ 65,812
16		\$ 59,841	\$ 61,634	\$ 63,482	\$ 65,382	\$ 67,342
17				\$ 64,957	\$ 66,901	\$ 68,908
18				\$ 66,468	\$ 68,457	\$ 70,510
19				\$ 68,013	\$ 70,049	\$ 72,150
20				\$ 69,594	\$ 71,678	\$ 73,827
21				\$ 71,213	\$ 73,345	\$ 75,544
22				\$ 72,868	\$ 75,050	\$ 77,300
23				\$ 74,563	\$ 76,795	\$ 79,098
24				\$ 76,297	\$ 78,581	\$ 80,938
25				\$ 78,072	\$ 80,408	\$ 82,821
26				\$ 79,888	\$ 82,278	\$ 84,747
27				\$ 81,746	\$ 84,192	\$ 86,718
28				\$ 83,647	\$ 86,150	\$ 88,735
29				\$ 85,592	\$ 88,154	\$ 90,799
30				\$ 87,583	\$ 90,205	\$ 92,911
31				\$ 89,620	\$ 92,303	\$ 95,072
32				\$ 91,704	\$ 94,450	\$ 97,284

The 9.40% Teachers Retirement System contribution which is sheltered by PAEC is included in the salary schedule amount.

APPENDIX A

2019-2020 Teachers' Salary Schedule

	BS	BS+15	BS+30	MS	MS+15	MS+30
1	\$ 41,469	\$ 42,709	\$ 43,987	\$ 45,304	\$ 46,660	\$ 48,057
2	\$ 42,429	\$ 43,697	\$ 45,005	\$ 46,352	\$ 47,740	\$ 49,169
3	\$ 43,411	\$ 44,709	\$ 46,047	\$ 47,425	\$ 48,845	\$ 50,307
4	\$ 44,416	\$ 45,744	\$ 47,113	\$ 48,523	\$ 49,975	\$ 51,472
5	\$ 45,444	\$ 46,802	\$ 48,203	\$ 49,646	\$ 51,132	\$ 52,663
6	\$ 46,493	\$ 47,883	\$ 49,316	\$ 50,792	\$ 52,313	\$ 53,879
7	\$ 47,565	\$ 48,988	\$ 50,454	\$ 51,965	\$ 53,521	\$ 55,123
8	\$ 48,669	\$ 50,126	\$ 51,627	\$ 53,172	\$ 54,764	\$ 56,404
9	\$ 49,800	\$ 51,290	\$ 52,826	\$ 54,408	\$ 56,037	\$ 57,715
10	\$ 50,957	\$ 52,482	\$ 54,053	\$ 55,672	\$ 57,338	\$ 59,056
11	\$ 52,140	\$ 53,701	\$ 55,309	\$ 56,966	\$ 58,671	\$ 60,428
12	\$ 53,351	\$ 54,949	\$ 56,594	\$ 58,290	\$ 60,034	\$ 61,833
13		\$ 56,225	\$ 57,909	\$ 59,644	\$ 61,429	\$ 63,270
14		\$ 57,532	\$ 59,255	\$ 61,030	\$ 62,857	\$ 64,741
15		\$ 58,869	\$ 60,631	\$ 62,449	\$ 64,319	\$ 66,246
16		\$ 60,237	\$ 62,040	\$ 63,901	\$ 65,814	\$ 67,786
17				\$ 65,386	\$ 67,343	\$ 69,362
18				\$ 66,906	\$ 68,909	\$ 70,975
19				\$ 68,462	\$ 70,511	\$ 72,626
20				\$ 70,054	\$ 72,150	\$ 74,314
21				\$ 71,682	\$ 73,828	\$ 76,042
22				\$ 73,349	\$ 75,545	\$ 77,810
23				\$ 75,054	\$ 77,302	\$ 79,619
24				\$ 76,800	\$ 79,099	\$ 81,471
25				\$ 78,586	\$ 80,939	\$ 83,366
26				\$ 80,414	\$ 82,820	\$ 85,305
27				\$ 82,284	\$ 84,746	\$ 87,290
28				\$ 84,198	\$ 86,718	\$ 89,320
29				\$ 86,157	\$ 88,735	\$ 91,397
30				\$ 88,160	\$ 90,799	\$ 93,523
31				\$ 90,210	\$ 92,911	\$ 95,698
32				\$ 92,308	\$ 95,073	\$ 97,924

The 9.40% Teachers Retirement System contribution which is sheltered by PAEC is included in the salary schedule amount.

APPENDIX A

2020-2021 Teacher' Salary Schedule

	BS	BS+15	BS+30	MS	MS+15	MS+30
1	\$ 41,747	\$ 42,995	\$ 44,282	\$ 45,607	\$ 46,973	\$ 48,379
2	\$ 42,713	\$ 43,990	\$ 45,307	\$ 46,663	\$ 48,060	\$ 49,499
3	\$ 43,702	\$ 45,008	\$ 46,355	\$ 47,743	\$ 49,172	\$ 50,644
4	\$ 44,713	\$ 46,050	\$ 47,428	\$ 48,848	\$ 50,310	\$ 51,816
5	\$ 45,748	\$ 47,116	\$ 48,526	\$ 49,979	\$ 51,475	\$ 53,016
6	\$ 46,807	\$ 48,206	\$ 49,649	\$ 51,135	\$ 52,666	\$ 54,243
7	\$ 47,888	\$ 49,319	\$ 50,795	\$ 52,316	\$ 53,882	\$ 55,495
8	\$ 48,992	\$ 50,458	\$ 51,968	\$ 53,524	\$ 55,126	\$ 56,777
9	\$ 50,129	\$ 51,630	\$ 53,176	\$ 54,767	\$ 56,407	\$ 58,097
10	\$ 51,294	\$ 52,829	\$ 54,411	\$ 56,040	\$ 57,718	\$ 59,447
11	\$ 52,486	\$ 54,056	\$ 55,675	\$ 57,343	\$ 59,058	\$ 60,828
12	\$ 53,705	\$ 55,312	\$ 56,969	\$ 58,675	\$ 60,431	\$ 62,241
13		\$ 56,597	\$ 58,292	\$ 60,039	\$ 61,835	\$ 63,688
14		\$ 57,912	\$ 59,646	\$ 61,433	\$ 63,272	\$ 65,168
15		\$ 59,258	\$ 61,032	\$ 62,861	\$ 64,743	\$ 66,684
16		\$ 60,635	\$ 62,450	\$ 64,322	\$ 66,248	\$ 68,233
17				\$ 65,818	\$ 67,788	\$ 69,820
18				\$ 67,348	\$ 69,363	\$ 71,443
19				\$ 68,913	\$ 70,976	\$ 73,105
20				\$ 70,516	\$ 72,626	\$ 74,804
21				\$ 72,155	\$ 74,315	\$ 76,543
22				\$ 73,833	\$ 76,043	\$ 78,323
23				\$ 75,550	\$ 77,811	\$ 80,144
24				\$ 77,306	\$ 79,621	\$ 82,008
25				\$ 79,104	\$ 81,472	\$ 83,915
26				\$ 80,944	\$ 83,367	\$ 85,867
27				\$ 82,827	\$ 85,305	\$ 87,864
28				\$ 84,753	\$ 87,289	\$ 89,908
29				\$ 86,724	\$ 89,319	\$ 91,999
30				\$ 88,741	\$ 91,397	\$ 94,139
31				\$ 90,805	\$ 93,523	\$ 96,328
32				\$ 92,917	\$ 95,699	\$ 98,569

The 9.40% Teachers Retirement System contribution which is sheltered by PAEC is included in the salary schedule amount.

APPENDIX A
Teacher Longevity

The following longevity applies to teachers hired prior to the 1999-2000 school year.

After completing 2 years of teaching at PAEC, \$100 will be added to salary
After completing 4 years of teaching at PAEC, \$200 will be added to salary
After completing 8 years of teaching at PAEC, \$300 will be added to salary
After completing 12 years of teaching at PAEC, \$300 will be added to salary
After completing 16 years of teaching at PAEC, \$300 will be added to salary
After completing 20 years of teaching at PAEC, \$400 will be added to salary
After completing 24 years of teaching at PAEC, \$400 will be added to salary
After completing 26 years of teaching at PAEC, \$500 will be added to salary

The above are cumulative so that it is possible to have \$2,500.

APPENDIX B

PROGRAM ASSISTANT SCHEDULES FOR ALL YEARS

Start	After 1 Yr.	After 2 Yrs.	After 3 Yrs.	After 4 Yrs.	After 5 Yrs.	After 6 & 7 Yrs.	After 8 Yrs.	After 9 Yrs.	After 10 Yrs.	After 11 Yrs.	After 12 Yrs.
2018-2019	\$ 18.87	\$ 19.31	\$ 19.76	\$ 20.21	\$ 20.67	\$ 21.13	\$ 21.59	\$ 22.05	\$ 22.53	\$ 22.98	\$ 23.48
Annual	\$ 20,385	\$ 20,856	\$ 21,339	\$ 21,828	\$ 22,328	\$ 22,816	\$ 23,317	\$ 23,817	\$ 24,331	\$ 24,819	\$ 25,357
Start	After 1 Yr.	After 2 Yrs.	After 3 Yrs.	After 4 Yrs.	After 5 Yrs.	After 6 Yrs.	After 7 & 8 Yrs.	After 9 Yrs.	After 10 Yrs.	After 11 Yrs.	After 13 Yrs.
2019-2020	\$ 19.00	\$ 19.44	\$ 19.89	\$ 20.35	\$ 20.82	\$ 21.29	\$ 21.76	\$ 22.24	\$ 22.71	\$ 23.20	\$ 23.67
Annual	\$ 20,521	\$ 20,996	\$ 21,482	\$ 21,979	\$ 22,482	\$ 22,997	\$ 23,500	\$ 24,016	\$ 24,532	\$ 25,061	\$ 25,564
Start	After 1 Yr.	After 2 Yrs.	After 3 Yrs.	After 4 Yrs.	After 5 Yrs.	After 6 Yrs.	After 7 Yrs.	After 8 & 9 Yrs.	After 10 Yrs.	After 11 Yrs.	After 14 Yrs.
2020-2021	\$ 19.13	\$ 19.57	\$ 20.02	\$ 20.49	\$ 20.96	\$ 21.44	\$ 21.93	\$ 22.41	\$ 22.90	\$ 23.40	\$ 23.90
Annual	\$ 20,659	\$ 21,137	\$ 21,626	\$ 22,127	\$ 22,639	\$ 23,157	\$ 23,687	\$ 24,205	\$ 24,737	\$ 25,268	\$ 25,813

The 4½ percent Illinois Municipal Retirement Fund contribution which is sheltered by PAEC is included in the salary schedule amount.

Program Assistant Longevity

Longevity will apply only to program assistants who began work at PAEC before November 1, 2007.

After completing 1 year as PA at PAEC, \$200 will be added to employee's salary
 After completing 3 years as PA at PAEC, \$300 will be added to employee's salary
 After completing 5 years as PA at PAEC, \$300 will be added to employee's salary
 After completing 7 years as PA at PAEC, \$400 will be added to employee's salary
 After completing 9 years as PA at PAEC, \$400 will be added to employee's salary
 After completing 11 years as PA at PAEC, \$400 will be added to employee's salary
 After completing 13 years as PA at PAEC, \$400 will be added to employee's salary
 After completing 15 years as PA at PAEC, \$400 will be added to employee's salary
 After completing 17 years as PA at PAEC, \$400 will be added to employee's salary
 After completing 19 years as PA at PAEC, \$400 will be added to employee's salary
 After completing 21 years as PA at PAEC, \$500 will be added to employee's salary
 After completing 23 years as PA at PAEC, \$500 will be added to employee's salary

The above are cumulative so that it is possible to have \$4,600.