AGREEMENT

BETWEEN THE

BOARD OF EDUCATION
BEACH PARK SCHOOL DISTRICT #3
LAKE COUNTY, ILLINOIS

AND THE

BEACH PARK PSYCHOLOGIST
AND SOCIAL WORKER COUNCIL
LAKE COUNTY FEDERATION OF TEACHERS
LOCAL 504, IFT-AFT/AFL-CIO

FOR THE SCHOOL YEARS

2014-2015
2015-2016
2016-2017
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ARTICLE I

UNION RIGHTS

A. Recognition

The Board of Education of School District No. 3, Lake County, Illinois, hereinafter referred to as the "Board," recognizes the Beach Park Psychologist and Social Worker Council, Lake County Federation of Teachers, Local 504, IFT-AFT, AFL-CIO, hereinafter referred to as the "Union," as sole negotiating agent for all full-time and part-time certified psychologists and social workers, and all full-time and part-time occupational therapists and physical therapists and all full-time and part-time registered or certified nurse's hereinafter referred to as "teachers," but expressly excluding all other certified employees. As used herein, "full-time" means any teacher working regularly at least fifty percent (50%) of the time.

B. Meetings, Mailboxes and Equipment

The Union shall not be denied the following:

1. The use of appropriate meeting space in school buildings (where such is available and does not interfere with the education program) for meetings of the Union pursuant to reasonable written notice to the building principal. This subparagraph shall not be applicable during the normal teacher workday.

2. The use of teacher mailboxes, interschool mail, and a bulletin board in each teachers' lounge or school building for the purpose of internal communication, provided all such publications shall be identified as Union materials and initialed by the authorizing official of the Union, and provided further that by the use of such interschool mail the Union agrees to indemnify the Board for the affixation of postage that may be required by the United States Postal Service or a court of competent jurisdiction.

3. The use of school duplicating machines, provided that by such use the Union agrees to promptly reimburse the Board for any damage which arises therefrom and to pay for all consumable materials utilized in connection therewith, and provided further that such use shall be contingent upon the absence of any need to use such equipment for any aspect of the school program and that such use may be restricted to occasions when designated school employees are present.

4. The use of school telephones located in reasonably private areas.

C. Fair Share

1. Each bargaining unit member, as a condition of their employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Union or pay a fair share fee to the Union equivalent to the amount of dues uniformly required of members of the Union, including local, state and national dues.

2. The Board shall deduct the fair share fee from the wages of the non-member.

3. Such fee shall be paid to the Union by the Board no later than ten (10) days following deduction.
4. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Union agrees to defend such action, at its own expense and through its own counsel, provided:

(a) The employer gives immediate notice of such action in writing to the Union and permits the Union intervention as a party if it so desires, and

(b) The Employer gives full and complete cooperation to the Union and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.

5. The Union agrees that in any action so defended, it will indemnify and hold harmless the Employer from and liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer’s compliance with the Article.

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

6. The obligation to pay a fair share fee shall not apply to any Employee who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such Employee is a member or a belief sincerely held with the strength of traditional religious views, objects to the payment of a fair share fee to the Union. Upon proper substantiation and collection of the entire fee, the Union shall make payment on behalf of the Employee to a mutually agreeable non-religious charitable organization as per Union policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.

D. COPE Deduction

The Board agrees to honor contribution deduction authorization in the following form (or reasonable likeness):

"I hereby authorize the Board of Education to deduct from my salary, during the last pay period in October only, the sum of $________, and to forward that amount to the Lake County Federation of Teachers Committee on Political Education (COPE). This authorization shall continue in effect from year to year unless revoked by me in writing prior to October 1 of any school year, or upon termination of my employment. This authorization is voluntarily made on the specific understanding that the signing of it and the making of payment to COPE are not conditions of employment with the District or membership in the Union."
ARTICLE II

TEACHER'S RIGHTS

A. Union Rights

Teachers shall have the right to join and assist the Union and to participate in negotiations with the Board.

B. Discrimination Against Union Members

The Board shall not discriminate against any teacher with respect to hours, wages, terms, and conditions of employment for reasons of membership or position in the Union or its affiliates, participating in negotiations with the Board, or the institution of any grievance, complaint, or proceeding under this Agreement.

C. Discrimination

The Board shall not illegally discriminate against any teacher on the basis of race, religion, sex, marital status, age, national origin, or membership in the Union, provided any alleged violation of this Section shall not be appealable beyond Step Four of the grievance procedure provided in Article VI of this Agreement, unless the Union and grievant shall execute a full and complete waiver of pursuing any claim of whatsoever nature related to such alleged illegal discrimination before or to any court, agency, or other forum.

D. Appearance Before the Board/Administration

When a teacher is required to appear before the Board on a matter directly affecting the continuation of the teacher's employment, the teacher shall be entitled to have a representative present. In such event, the teacher shall be advised for the reasons of such appearance. Such notice shall be given as promptly as possible. The foregoing shall also apply if a teacher shall be required to meet with an administrator concerning a recommendation that the teacher will be dismissed (other than for reduction-in-force) or disciplined, provided the responsibility for requesting the presence of a representative shall rest solely with the teacher, and provided further that this Section shall not apply to any scheduled evaluation. If any such meeting shall be conducted at a time when a teacher and the Union representative is otherwise assigned, such teacher and representative shall be permitted to attend such meeting, if requested by the teacher, without loss of pay or benefits to any district employee.

E. Seniority

The District shall comply with all provisions relating to seniority and reduction in force as outlined in the School Code and any changes made by the State. This shall include Articles 24.11, 24.12, 24.12-1 and any other provisions impacting on seniority and reduction in force.
F. **Notification of Complaints**

Any complaint by a parent of a student directed toward a teacher shall be channeled through the teacher and building principal. A preliminary investigation shall be conducted. When the administrator or the Board, through its administration, deems further investigation or subsequent action is justified, the teacher shall be notified in writing of the action. A written summary of the investigation shall be given to the teacher upon its completion. Said summary shall include any findings of fact, any formal complaint, and the final disposition of the investigation. When deemed appropriate by one or more parties involved, teacher-parent or teacher-parent-administrator conferences may be scheduled before any final action is taken. The teacher shall be entitled to union representation during any meeting regarding complaints against said teacher.

G. **Indemnification of Teachers**

The Board agrees to indemnify and protect teachers against death or bodily injury and property damage claims and suits, including defense thereof, when damages are sought for negligent or wrongful acts allegedly committed during the scope of employment or under the direction of the Board and while acting in conformance with established policy and administrative direction.

H. **Vacancies**

The Board shall notify the Union of all teacher, administrative, and supplementary vacancies as they occur. Teachers may file requests for voluntary transfers with the Superintendent. The Board shall concurrently post on the bulletin boards in each lounge a list of said vacancies until filled. Current staff may apply for any vacancy. No hiring shall be made until a five (5) day period has expired except on a temporary basis.

I. **Teacher Resignations**

If a teacher resigns in accordance with state law, such teacher shall suffer no penalty by the Board.

J. **Recognition of the Teacher’s Professional Judgment**

The parties acknowledge that teachers should be permitted to utilize learning materials and other resources in a manner which they deem to be most productive and which are based upon their professional judgment and experience, recognizing their responsibility to intellectual integrity and scholarly objectivity, and to proceed according to program and policy objectives as established by the Board.
ARTICLE III

EVALUATIONS AND FILES

A. Evaluations

1. Evaluation Instrument

Within the first twenty (20) teacher employment days of each school term, each teacher shall be apprised of the evaluation procedures and general criteria, which are intended for use during that school term. A specific evaluation instrument shall be utilized. Such instrument shall be jointly developed by the Union and the Director of Student Services and will be approved by the Superintendent.

2. Evaluation Procedures

The parties agree to abide by the present performance review procedures used by the District as amended. The performance evaluation shall be subject to the terms of this agreement and any changes shall be agreed upon by the joint committee.

B. Personnel Files

Each teacher shall have the right, upon request, to review the contents of his/her personnel file and to place therein written reactions to any of its contents, provided such reactions shall be filed within thirty (30) working days of the addition of such material to the teacher's personnel file. Such review of the personnel file shall occur during regular business hours and during a time when the teacher is not otherwise assigned and in a manner, which shall not interfere with the operation of the personnel office or of the school district. Such review shall be in the presence of a designated employee of the Board. The teacher may be accompanied in such review by a representative of the Union. No item in the personnel file shall be removed therefrom without the consent of the Superintendent or designee and the teacher. The teacher shall be given a copy of the evaluative material added to his/her personnel file at the time of placement in said file. Such evaluative material shall be signed by the originator. This Section shall not be applicable to any evaluative or reference information received by the Board prior to the teacher's first employment day in the district. The contents of the teacher's personnel file shall not be disclosed to other than appropriate members, agents, and employees of the Board, except as required by law.
ARTICLE IV

WORKING CONDITIONS

A. School Year

The school year shall be based upon the school calendar as adopted by the Board of Education, which calendar shall not exceed one hundred eighty-five (185) employment days. A maximum of ten (10) additional work days may be required on a per diem basis if by mutual agreement between the Board or designee and the individual teacher. If the Board shall not find it necessary to utilize up to five (5) of such days for emergency purposes, such days shall be deleted from the calendar at the end of the school term (or at such other time as the Board may designate). This Section shall not preclude alternative work year and compensation arrangements between the Board and teachers on a voluntary basis with respect to work (other than summer school teaching) during the summer recess.

B. Duty-Free Lunch

Teachers shall be entitled to a duty-free lunch period as provided by The Illinois School Code. Teachers may leave the school building during the lunch period.

C. Teacher Workday

The ordinary school day shall be seven (7) hours and five (5) minutes. The student school day shall be a uniform six (6) hours and twenty five (25) minutes. Any increases in teacher student contact time over current shall add a proportional percent per diem increase in salary. This provision shall exclude general building meetings and parent-teacher conferences.

D. Medical Records and Medical Aid

Teachers shall not be responsible for keeping official student medical records other than such teacher’s personal records indicating the special medical need of his/her students. Absent medical emergencies, teachers shall not be responsible for administering medication or first aid to students.

E. Health/Safety

Teachers shall not have to work under clearly hazardous working conditions, subject to the primary need to protect students.

F. Monitoring Activities

The Board shall not surreptitiously monitor workplace proceedings, teacher meetings, or Union meetings without the consent of the person(s) involved.
G. **Assignments**

The Board shall notify teachers of their assignments prior to the end of the school term; but in the event a change in such assignment is made, the teacher shall be notified promptly. A teacher has the right to request, in writing, to be assigned, or not assigned, to any position for which he/she is certified and qualified. Such application shall be submitted to the Superintendent or designee. The interests and aspirations of the teacher making application, as they affect the interests of the school district, shall be considered in assignment decisions. Qualifications, for the purpose of this Section, shall mean more than certification. Nothing herein shall require the Superintendent to reassign any teacher.

H. **Office Space**

Teachers shall have a secure, private office at the school(s) they are assigned. Said offices shall be equipped with an appropriate desk space, access to a computer or terminal, telephone, lockable filing cabinet(s), and access door with a window of sufficient size to permit visual inspection of the office from the outside. The Board shall maintain said office(s) in a safe and sanitary manner.

I. **Teacher Planning Time**

Teachers shall receive sufficient time for planning purposes. Said time shall be non-student contact time and shall be self-scheduled by each individual teacher. Teachers shall not be required to provide any direct service to regular classroom teacher, parents or students during planning time except during emergencies.

J. **Meeting Notice**

Except in emergency situations the District shall give ten (10) days written notice to teachers prior to scheduling IEP meetings. Said meetings shall only be held during the ordinary school day.
ARTICLE V

LEAVES

A. Sick Leave

Each teacher shall be entitled to a total of fourteen (14) sick leave days with full pay per school term. Such leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household. The immediate family for purposes of this Section shall include: parent, spouse, brothers, sisters, children, grandparents, grandchildren, domestic partners, parents-in-law, brothers-in-law, sisters-in-law, legal guardians, or those persons for whom the teacher is the legal guardian. Unused sick leave shall accumulate without limit.

B. Personal Business Leave

Each teacher shall be granted three (3) personal business leave days per school term without deduction in pay for the purpose of transacting personal legal, personal business, household and family emergencies, and other personal matters that require absence during school hours. An employee planning on using a personal leave day or days shall give notification at least one (1) day in advance, except in cases of emergency. Unused personal business leave days convert to sick days at the end of each school year beginning with the 2013-2014 school year. Personal business leave shall not be available for a work stoppage of any kind or for any activity which shall result in taxable income for the teacher.

C. Bereavement Leave

Bereavement leave of up to three (3) days per incident with pay and without loss of sick leave shall be granted for each death in the immediate family or for death of a significant other. Additional days shall be granted at the discretion of the Superintendent upon request. Immediate family shall be defined to be the same as describe in Article V. Section A, Sick Leave of this Agreement.

D. Military Leave

The Board shall grant an unpaid leave of absence to tenured teachers compelled to enter the military service of the United States. The Board shall grant a leave of absence to tenured teachers compelled to enter the military service for periods of thirty (30) calendar days or less without loss of salary, provided the teacher shall promptly remit to the Board all compensation received for such service.

E. Jury Duty Leave

The Board shall pay the regular salary to teachers called as jurors. Pay received for said service shall be reimbursed to the District and such leave shall not be charged to annual sick or personal leave.
F. **Maternity Leave**

The Board has established the following Maternity Leave Policy for all Bargaining Unit Members:

An employee may use up to forty-five (45) days of her accumulated sick leave within the first nine (9) weeks after birth of the baby for maternity leave purposes. If it is necessary for an employee to exceed her sick leave days for maternity leave purposes or to exceed the forty-five (45) day limit, then she shall apply for a leave of absence to the Board of Education.

G. **Family and Medical Leave Act**

1. Full-time teachers are eligible for medical and/or family leave in accordance with provisions in the Family and Medical Leave Act (FMLA) of 1993 as amended or any successor provision. Such leave is unpaid unless accumulated sick leave or personal leave is available and requested to be used by the teacher or directed to be used by the Superintendent or designee. The total FMLA leave cannot exceed twelve (12) weeks during any school year. A minimum of thirty (30) days written notice to the Superintendent is required if practicable before an extended FMLA leave exceeding one week is to begin.

2. FMLA leave may be used for:
   a. the birth and first-year care of a newborn child
   b. the adoption or foster placement of a child within the first year of placement
   c. the care of a teacher’s spouse, parent, or child with a serious health condition; or
   d. the treatment of a teacher’s own serious health condition that makes the teacher unable to perform the functions of the job.

3. All leaves taken pursuant to the Agreement will be taken concurrently with any Family and Medical Leave Act (FMLA) or other statutory leave. The Board retains rights or powers reserved to employers under FMLA or other law not specifically enumerated herein.

H. **Leave of Absence**

The Board of Education of the Beach Park School District has established the following Leave of Absence Policy for all certified staff of the Beach Park School District No. 3.

Only a teacher who has achieved tenure status in the Beach Park School District is eligible to receive approved leave of absence.

Leave of absence may be granted for child-rearing, illness—either personal or family-related, or the return to school to pursue further educational advancement. A leave of absence may be granted for up to one year. If the teacher wishes to cancel a leave, the teacher shall notify the Superintendent. The teacher shall be offered the first available position for which he/she is qualified and certified.

A teacher who is on a full year's leave of absence shall notify the school Superintendent by March 1st of said year of his/her intent to return. The teacher, who fails to do so, but wishes employment, shall be eligible for the first available position for which he/she is qualified and certified. The returning teacher does not lose position on the seniority list or salary placement.
I. **Insurance While on Leave**

With the consent of the carrier, the teacher may maintain insurance benefits by making timely payments of all premiums, which may be due to the District's Business Office or elsewhere pursuant to its direction.

J. **Professional Leave**

The Board may grant teachers a leave of absence with or without pay for professional activities deemed appropriate and beneficial to the School District. Such leave may be conditioned in such manner as the Board may elect. The granting and withholding of such leave of absence shall be within the sole discretion of the Board and shall be non-precedential with respect to any other request for such leave by such teacher or any other employee.

K. **Sabbatical Leave**

The Board may grant to teacher's sabbatical leave each school year, subject to the provision of Section 24-6.1 of The School Code, provided nothing herein shall preclude the Board from establishing additional requirements.

L. **Donated Sick Leave**

At the Board's discretion subject to the operational needs of the District, employees may be permitted to voluntarily donate sick leave to another employee in need. The donation of sick leave shall not extend the period of any Board-approved unpaid sick leave. Donated sick leave shall not be available for F.M.L.A. purposes.
ARTICLE VI

GRIEVANCE PROCEDURES

No grievance may be submitted to arbitration without the consent of the Beach Park Psychologist and Social Worker Council.

A. Definition

A grievance is any claim by a Teacher or group of Teachers that there has been a violation of the terms of this Agreement.

Days are school days. If the final day of any time limit falls on a school holiday, then the time limit shall be extended to include the next school day. If a grievance is submitted fewer than ten (10) days before the close of the school year, then time limits shall consist of all week days (excluding Saturdays and Sundays).

B. Purpose

The parties hereto acknowledge that it is usually more desirable for a Teacher and the Teacher's immediately involved supervisor to resolve problems through free and informal communications. When requested by the Teacher, a witness may accompany the Teacher to assist in the formal resolution of the grievance. If, however, the informal process fails to satisfy the Teacher, a grievance may be processed as follows:

C. Procedure

1. Step 1

Within fifteen (15) days of the date that a Teacher knew or should have known upon reasonable inquiry of the facts giving rise to a grievance, the Teacher shall orally present the grievance to his/her immediate supervisor. The supervisor shall respond orally within ten (10) days after the grievance is presented. When requested by the Teacher, a witness may accompany the Teacher to assist in the informal resolution of the grievance.

2. Step 2

Within fifteen (15) days of the oral response or the last day when the oral response should have been provided to the Teacher at Step 1, the Teacher shall present the grievance in writing to the supervisor immediately involved, who will arrange for a meeting to take place within ten (10) days; within ten (10) days of the meeting the Teacher and the Beach Park Psychologist and Social Worker Council (Union) shall be provided with the supervisor's written response, with reasons for the decision.
3. **Step 3**

If the grievance is not resolved at Step 2, then the Teacher or the Union may refer the grievance to the Superintendent within ten (10) days after the receipt of the Step 2 answer. The Superintendent shall arrange for a meeting with the Teacher and/or a representative of the Union to take place within ten (10) days of his/her receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as are necessary to develop facts to the grievance. Upon conclusion of the meeting, the Superintendent shall have ten (10) days in which to provide his/her written decision with reasons to the Union and the Teacher.

4. **Step 4**

If the Union is not satisfied with the disposition of the grievance at Step 3, or the time limits expire without issuance of the Superintendent's written reply, the Union may submit the grievance to binding arbitration, and the American Arbitration Association (AAA) shall act as administrator of the proceedings. If a demand for arbitration is not filed within thirty (30) days of the date of Step 3, then the grievance shall be deemed withdrawn.

   a) Neither the Board nor the Union shall be permitted to assert any grounds or evidence before the arbitrator which was not previously disclosed to the other party.

   b) The arbitrator shall have no power to alter the terms of this Agreement.

   c) The arbitrator is empowered to include any award such as financial reimbursements or any lawful remedies.

   d) Each party shall bear the full cost for its representation in the arbitration. The cost of the arbitrator and the AAA shall be divided equally between the parties.

   e) If either party requests a transcript of the proceedings, that party shall bear the full costs for that transcript. If both parties order a transcript, the cost of the two (2) shall be divided equally between the parties. The cost of an arbitrator's transcript shall be divided equally between the parties.

D. **General Provisions**

1. If the Union and the Superintendent agree, Step 1, Step 2, and/or Step 3 of the grievance procedure may be bypassed and the grievance brought directly to the next step.

2. Class grievances involving one (1) or more Teachers from different buildings or one (1) or more supervisors, and grievances involving administrators above the building level, may be initially filed by the Union at Step 3.

3. The Board acknowledges the right of the Union’s grievance representative to participate in the processing of a grievance which has been formally presented at any level, and no Teacher shall be required to discuss any grievance if the Union’s representative is not present.

4. The Board and Administration shall cooperate with the Union in its investigation of any grievance, and further, each party shall furnish the other pertinent information requested for the processing of any grievance. It shall be reasonably available.

5. No reprisals of any kind shall be taken by the Board or Administration against any person because of his/her participation in this grievance procedure.
6. Should the processing of any grievance require that a Teacher or a Union representative be released, he/she shall be released without loss of pay or benefits.

7. A grievance may be withdrawn at any level without establishing precedent, but if withdrawn, shall be treated as though it had never been filed.

8. If the answer to a grievance is not received within the prescribed time limit, the grievant or the Union shall have the right to appeal it to the next step.
ARTICLE VII

COMPENSATION AND FRINGE BENEFITS

A. Salary Agreement

All current teachers shall remain at their 2013-2014 step for the length of this contract and their salary shall be increased by 2.00% for the 2014-2015 school year and increased 3.00% for the 2015-2016 school year.

Effective for the 2016 – 2017 school year and each subsequent year of the Agreement, workers shall receive a salary increase, based on eighty percent (80%) of the Consumer Price Index (CPI) for the previous calendar year (January 1 – December 31). However, the percentage increase shall not be less than 1.5% (floor) nor more than 4.0% (ceiling).

The CPI factor to be used in the formula above is the percentage increase in the Consumer Price Index required to be used to determine the School District’s tax levy extension under the Illinois Property Tax Extension Limitation Law (PTELL). Thus, the CPI factor to be applied in the formula for the 2016 – 2017 school year will be the CPI percentage increase published in the January 2016 (December CPI) for the previous 12 months. This CPI percentage increase is the increase required by PTCELL to be applied to the School District’s tax levy.

All salaries for new hires shall be determined according to their placement on the New Hire schedule for their respective position (Appendix A), and shall remain at their salary for the first year. Each subsequent year shall receive the appropriate percentage increase.

Additionally, Teachers may receive an educational advancement increase once per year as appropriate after completion of approved coursework (see N. Educational Advancement). Increases for educational advancement shall be 3.5% per lane advancement and will be in addition to the yearly salary increase.

B. Mileage Allowance

Teachers who travel shall receive the I.R.S. rate for reimbursement, implemented at the beginning of the fiscal year in which the I.R.S. changes its mileage rate. Teachers shall complete the mileage forms available from the Business Office and shall return them to the Business Office for repayment no later than ninety (90) days from the first travel date on the form. Mileage turned in that is more than ninety (90) days old shall not be reimbursed. Payment shall be made immediately after the next Board of Education meeting after the submission of the mileage form.

C. Tuition Reimbursement

The Board shall establish a fund in the amount ten thousand ($10,000) for purposes of tuition reimbursement. Said moneys shall be available to teachers on an equal dollar basis at the start of each school year. Moneys not designated for tuition reimbursement via preapproval of the Superintendent by June 1st of each year shall revert back to the fund and become available to other teachers. Unused moneys from a prior school year shall not be rolled over into a subsequent school year. Teachers on approved leave shall not be eligible for above reimbursement. Part time teachers shall receive reimbursement on a prorated basis. Teachers hired after the beginning of the school year shall receive the balance remaining for the position being replaced.
The Board shall grant tuition reimbursement to teachers for graduate courses in teacher’s instructional area, for undergraduate and graduate courses taken by occupational/physical therapists and registered or certified nurses or pursuant to advancing accreditation or a doctorate program previously approved by the Superintendent. Teachers may submit request for non-traditional course work/training experiences subject to the prior approval of the Superintendent. Teachers shall be required to demonstrate the value of such requests to the satisfaction of the Superintendent. Evidence of completion shall be in the form of an official transcript from the appropriate institution or other appropriate documentation where an official transcript is not available. Teachers submitting a paid receipt and grade confirmation shall receive tuition reimbursement in the next regular pay period. Official transcripts must be submitted within three (3) months of course completion.

Tuition reimbursement, as describe herein, shall also be available for costs associated with acquiring or maintaining status as a Licensed Clinical Social Worker or Nationally Certified School Psychologist or occupational/physical therapist or registered or certified nurse.

D. Professional Meetings

1. Meetings Requested by Teachers

Teachers attending various professional meetings shall be excused from professional duties, without loss of pay, and be reimbursed for meeting and travel expenses, providing the teacher has obtained approval, prior to the meeting, from the Superintendent or designee, to attend such meeting. An estimate of meeting and travel expenses must be submitted, in writing, to the Superintendent or designee, by the teacher, when requesting permission to attend professional meetings.

2. Allowance

The Board shall provide seven hundred dollars ($700) per teacher per year for expenses associated with attendance at meetings approved under this section. New hires shall receive moneys on a pro-rata basis. Reimbursement for professional dues shall also be qualified for reimbursement under this Article. Said reimbursement may be used to pay for membership in, or certification by, recognized national and state professional groups, including but not limited to, the National Association of School Psychologists, the Illinois School Psychologists Association, the National Association of Social Workers, and the Illinois Association of School Social Workers. The amount shall be carried over annually for the duration of the contract.

The following are allowable expenses under the above allowance:

Required registration fees shall be paid by the District. The actual cost of lodging shall be paid by the District, provided the reservations and cost have been pre-approved by the Superintendent or designee. Meals shall be reimbursed at the then current per diem rate stipulated by the Federal government for official travel. Exceptions may be made by the Superintendent or designee in the event required meals related to the meeting exceed the above rate or if the expense rates in the particular area of the meeting generally exceed these rates. Transportation by common carrier shall be paid by the District. Personal car expenses shall be paid at the prevailing IRS rate, plus tolls and parking.

The Superintendent or designee may pre-approve only partial payment of the above costs should funds not be available, provided no teacher shall be required to attend any professional meeting under this circumstance.
E. Retirement Options

1. Any teacher may choose to receive one hundred fifty dollars ($150) for each year of service in the District at or after age fifty-five (55).

2. If a teacher will have ten years creditable service with Beach Park Community Consolidated School District on the date of his or her retirement and gives irrevocable notice of retirement prior to May 15 of the fifth year before retirement, that Teacher shall be guaranteed a salary increase of 5.5% (five and one half percent) per year for each of their final four years of service, using as the initial basis for calculation his/her salary in the fifth year prior to retirement.

If a teacher gives notice of retirement and has less than four years of service until retirement, said teacher shall receive an increase of 5.5% (five and one half percent) per year for each of his/her remaining years of service.

If a teacher has TRS creditable earnings in addition to the teacher's base salary (i.e. his/her placement on the salary schedule), the teacher shall receive a six percent (6%) increase per year on those additional TRS creditable earnings as long as the teacher continues to perform the same or similar extra duties.

If however, a teacher had TRS creditable earnings in addition to the teacher's base (e.g., a coaching or extra-curricular stipend or monetarily equivalent stipend) and the teacher does not continue to perform the same extra duties for the following school year, the teacher shall receive a salary increase that is 5.5% (five and one half percent) above the teacher's prior year's earnings for the upcoming school year and 6.0% (six percent) on any extra duties and extracurricular assignments that the Teacher continues to perform.

No Teacher will earn in excess of 6.0% (six percent) over the preceding year's creditable earnings during the last four (4) years prior to retirement including stipends and all other extracurricular pay. If the State of Illinois changes the 6% (six percent) limitation on earnings for the last four years of employment to be less than 5.5% (five and one half percent), this contract shall be automatically adjusted to be in compliance.

The Board will pay the District’s contribution of the TRS Early Retirement Option. Only persons who have worked for the district for at least ten years at the time of their retirement will be eligible for ERO. The employee will be responsible to pay the employee’s contribution of the TRS Early Retirement Option.

Sick Leave bonus: A Teacher who will be retiring may elect to redeem excess sick leave days over one hundred seventy (170) days at the rate of Sixty Dollars ($60.00) per unused sick day up to one hundred (100) sick days. Said excess sick days must have been earned while working for School District # 3 (days in excess of 170 days). The bonus will be paid after the last work day and after the teacher has received his/her final regular paycheck.

Any TRS employee providing irrevocable notice of retirement prior to May 15 of the fifth year before retirement, that Teacher shall be granted 200 sick days. Any notice given less than the fifth year of retirement shall not be eligible for the 200 sick days, but all other retirement incentives shall apply.

3. If a teacher has accumulated thirty five (35) years of service to the Teachers’ Retirement system in the State of Illinois, he/she may retire prior to age fifty-five (55) and select Option #1 or Option #2 for early retirement.
4. Nothing contained herein shall limit the right of the Board to offer additional retirement incentives to individual teachers. The Union shall consider any such additional incentives offered by the Board as non-precedential with respect individual teachers and future contractual agreements between the Board and the Union.

5. In the event of changes in the Teachers' Retirement System rules and regulations or the State teacher pension law which would require the Board to pay more than the benefits contained herein, the Board and the Union will meet and agree on changes necessary to maintain the retirement benefit without additional cost or penalties to the Board.

6. Upon retirement the Board shall pay seventeen hundred fifty dollars ($1750.00) each year for health insurance until Medicare eligible to each individual retiring teacher who has been employed by the district for at least ten years.

F. **Professional Services Outside of Regular School Hours**

The District may request that teachers provide professional services outside of regular school hours. These services, including, but not limited to, parenting classes, workshops for parents of special need students and the like, shall be at the sole discretion of the teacher. Compensation for such service shall be at the rate of thirty-two dollars ($32) per hour. Compensation under this section shall also be applicable for preparation time necessary to provide the above services.

G. **Life Insurance**

The Board shall provide a life insurance policy in the amount of fifty thousand dollars ($50,000) to each teacher.

H. **Pay Periods**

Teachers shall be paid twice per month. Pay day shall be the fifteenth (15th) and the thirtieth (30th) of each month or last day of each month. Teachers shall not be held responsible for postage or clerical tasks involved in the mailing of salary payments. Such payments shall be mailed to the teacher’s home, or summer address, when school is not in session during the summer months.

I. **Payment Schedules**

There are twenty-four (24) pay periods per year.

J. **Section 125 Plan**

The Board shall maintain a flexible benefit plan (hereinafter “plan”). The plan shall provide an opportunity, pursuant to relevant Internal Revenue Service Guidelines and Regulations, for a teacher to deduct:

1. Premium costs for health insurance not otherwise paid by the Board.
2. Additional Life Insurance Expenses.
3. Other Non-Reimbursed Medical/Dental Insurance.
4. Dependent Care Expenses.

5. Vision Care Expenses

6. Other expenses allowable under Internal Revenue Rules and Regulations.

Each teacher shall declare, pursuant to the direction of the Business Office or plan Administrator, their anticipated annual cost of benefits under the plan for the twelve (12) month period September through August, provided such anticipated cost does not exceed ten thousand dollars ($10,000). Such declaration shall be irrevocable for the twelve (12) month period September through August except as may be necessitated by a change in dependent status.

Teachers shall incur no costs related to the maintenance or administration of the plan.

K. Medical Insurance

The Board shall provide one hundred percent (100%) of the single medical premium.

L. Dental Insurance

The Board shall offer teachers a Group Dental Insurance Plan paid for by the Board. A teacher wishing to add coverage for dependent children, and spouse, or domestic partner, may do so at the Teacher’s sole expense.

M. Internal Substitution Pay

Teachers shall not be requested to substitute in regular classrooms, perform lunch room duty, bus duty, or playground duty unless as a last resort after the building administrator has pursued all known options. If, after pursuing all known options, a teacher is required to substitute in regular classrooms, perform lunch room duty, bus duty or playground duty, said teacher shall be paid at the rate of thirty two ($32) per hour.

N. Educational Advancement

For purposes of this section, newly employed social workers shall be deemed to possess an educational level equal to a Master’s Degree (MA) plus thirty (30) hours. For purposes of this section, newly employed psychologists shall be deemed to possess an educational level equal to a Master’s Degree (MA) plus sixty (60) hours.

Continuing education programs/workshops, which are related to a teacher’s duties, shall qualify for educational advancement increases. For purposes of this section, twelve (12) Continuing Education Units (C.E.U.s) shall equal one (1) graduate hour. The teacher shall present certification of successful completion of the program and document the C.E.U.s awarded. In the case of non C.E.U. graduate hours, successful completion shall be in the form of an official transcript from the appropriate institution.

Credit for in house workshops shall be applicable toward state professional development requirements, but will not be considered applicable towards lane movement for educational advancement increases.
Educational advancement *increases* shall be awarded at the beginning of the school term or at the start of second semester provided appropriate documentation of successful completion is on file within thirty (30) calendar days after the outset of the school term or semester.

For purposes of this section, only graduate hours earned after July 1, 1997, shall qualify for educational advancement stipends.

O. **Transporting Students**

No teacher shall be required to transport any student.

P. **Compensation for Intern Supervision**

Teachers who supervise an intern for a school term shall receive a stipend of two thousand dollars ($2000). Teachers who supervise an intern for less than a full school term shall be paid pro rata.
ARTICLE VIII

DURATION AND RELATED CLAUSES

A. Good Faith

Each party agrees to participate in good faith negotiations with the duly designated representatives of the party.

B. Successor Agreements

Upon demand of either party, the parties agree to enter into negotiations for a Successor Agreement not later than April 15 of the year in which the Agreement expires.

C. Savings

If any provision or any application of this Agreement is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall be continued in full force and effect.

D. Board Policy

This Agreement and its provisions shall supersede any Board policy to the contrary. No individual contracts shall be inconsistent with any provision of this Agreement.

E. Management Rights

The Union acknowledges that the Board has the responsibility and authority to manage and direct, on behalf of the public, all of the operations and activities of the school district to the full extent provided by the law, including the right to discipline, suspend, and dismiss staff, and to schedule staff conferences and workshops, limited only by the lawful provisions of this Agreement.

F. Duration

This Agreement shall be effective on the first employee workday of the 2014-15 school year, and shall continue in effect until 11:59 p.m. on June 30, 2017.

G. No Strike Clause

The Union, its members or representatives or any employee covered by this Agreement agree not to engage in, authorize, or instigate any strike, slowdown, or other refusal to render full and complete services to the Board during the life of this Agreement or any extension thereof.
H. **Typing and Printing of This Agreement**

The Union shall assume all responsibility and cost related to the typing of this Agreement for execution by the parties. Upon execution of this Agreement, the Union shall assume all responsibility for the printing of sufficient copies of this Agreement for the parties. The Board shall reimburse the Union for one-half the cost of such printing.
IN WITNESS THEREOF, the parties have executed this Agreement by their duly authorized representatives.

FOR THE BOARD OF EDUCATION
OF BEACH PARK SCHOOL
DISTRICT NO. 3, LAKE COUNTY, ILLINOIS

[Signature]
President

[Signature]
Secretary

FOR THE BEACH PARK
PSYCHOLOGIST AND SOCIAL
WORKER COUNCIL, LAKE COUNTY
FEDERATION OF TEACHERS,
LOCAL 504, IFT-AFT/AFL-CIO

[Signature]
President

____________________
Date

22
### APPENDIX A-1

#### SOCIAL WORKER NEW HIRE SALARY SCHEDULE

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# APPENDIX A-2

**PSYCHOLOGISTS NEW HIRE SALARY SCHEDULE**

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## APPENDIX A-3

### OT/PT NEW HIRE SALARY SCHEDULE

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APPENDIX B

MINIMUM STARTING SALARY

The Board reserves the right to hire new social workers, psychologists, and occupational/physical therapists and place them on the new hire salary schedule. However in such cases no new hire shall receive a starting salary that exceeds that of a current employee with like experience and like degree. In determining like experience no credit shall be given for an internship leading to an M.A./Specialist degree or for any other experience prior to the granting of an M.A./Specialist degree. Credit for like experience may be granted for experience in a field directly related to social work or psychology so long as such experience occurred after the granting of an M.A./Specialist degree. Should a registered or certified nurse be deemed necessary by the district or School Code requirements, the board will consult with the designated Union representative to establish a fair starting salary.

Prior to final starting salary determination the Superintendent or designee and the Union President or designee shall consult regarding the amount of credit, if any, which shall be granted for such post M.A./Specialist experience.