

Milford Area Public Schools #124

AGREEMENT

2017-2018

2018-2019

2019-2020

Milford Education Association

Board of Education

District No.124

ARTICLE I - RECOGNITION AND SCOPE OF AGREEMENT

1.1 Preamble

This Agreement is made by and between the Milford Area Public Schools District #124, Iroquois County, Illinois, hereinafter called the Board and MILFORD EDUCATION ASSOCIATION, an affiliate of the Illinois Education Association and the National Education Association, hereinafter called the Association.

1.2 Purpose

It is the purpose of the Parties, in entering into a written Agreement, to set forth the basic understandings between the Parties.

1.3 Recognition

- A. The Board hereby recognizes the Association as the sole and exclusive negotiating agent for all full and part-time licensed personnel employed on a contractual basis, hereinafter referred to as Teachers, except for the Superintendent, High School Principal, Grade School Principal, Grade School and/or High School Assistant Principal, and any assistants or; teachers contracted with the cooperative to provide educational services for the Board, and any teachers not under contract to this Board but who provide teaching services within District No. 124.
- B. Regularly employed part-time teachers employed on a yearly contractual basis shall have their benefits prorated consistent with their fractionalized employed status; eligibility for individual employee insurance benefits shall be determined by the insurance carrier with the exception of teachers employed on a full-time basis prior to the first day of the 1984-85 school term. Such individuals shall be provided full individual benefits as accorded regularly employed full-time teaching staff.
- C. The Board agrees not to negotiate with any teacher's organization other than the Association for the duration of this Agreement.

ARTICLE II - ASSOCIATION RIGHTS

2.1 Right to Join

Teachers have the right to join and assist the Association or not to join nor assist the Association

2.2 Dues Deduction

- A. The Board shall deduct from each teacher's pay, upon receipt of individual authorization, dues to the NEA, IEA, MEA in eighteen (18) equal installments beginning with the September 1 pay, provided the individual member has authorized the deduction three (3) working days prior to the payroll date. Such deductions shall continue in effect for the life of this agreement unless such deductions are canceled in writing by the originating teacher. Any teacher joining after September 1; shall, at least three (3) days prior to the payroll date, submit an authorization and have the amount (s)he authorizes deducted on a prorated basis so as to cause all dues to be deducted by May 15.
- B. The Board shall remit to the Association treasurer said deducted dues within ten (10) days following each deduction. Such remittance shall be accompanied by a listing of the names of teachers from whose salary the dues were deducted. The Association treasurer shall cash said remittance within twenty (20) days of receipt.
- C. The Board has no responsibility for collecting past or delinquent dues due to membership cancellation, insufficient earnings, termination of employment, or acts not the responsibility of the Board or its officers.

2.3 General Association Rights

- A. The Association and its representatives may have the use of school buildings for meetings with the permission of the Superintendent of Schools. Should these meetings be held during regular school days and hours, or immediately thereafter, there shall be no interruption or interference with school activities. If facilities are requested at times other than days and times indicated above, the Association shall make written request at least three (3) days prior to the event. Expenditures incurred for use of the facilities, such as, but not limited to custodial services beyond the normal work hours, shall be reimbursed at normal district rates.
- B. The Association shall be allowed the use of school business equipment except that within the school business office and the Superintendent's Office, provided that the use of said equipment does not interfere with instructional and/or extracurricular programs. The Association shall purchase all supplies and materials used for the internal business affairs of the Association.

- C. The Association may post Association business notices on one (1) bulletin board at least 3' X 3' provided within the teachers' workroom. The Association shall have access to use of school mailboxes for Association matters.
- D. The President of the Association or his or her designee shall be given written notice of all regular or special Board meetings together with two (2) copies of the agenda, two (2) copies of the monthly financial statement and proposed Board policy additions and/or revisions that are provided to the Board in preparation for the Board meetings at least twenty-four (24) hours prior to the scheduled meeting. In cases of extreme emergency, the twenty-four hour stipulation shall be waived.
- E. Upon request the Board shall furnish the Association with one (1) copy of the school district budget, budget modifications, the annual financial report, and the school district audit. The Board further agrees to provide the Association a copy of the approved minutes of all regularly scheduled meetings within two (2) working days following the meeting at which the minutes were formally approved.
- F. RIGHT TO REPRESENTATION - When any teacher is required to appear before the administration or Board of Education concerning any matter which is disciplinary in nature, or which could adversely affect the continuation of that teacher in his/her position of employment, his/her working conditions or assignment, or his/her salary or any salary pertaining thereto, the teacher shall be given prior written notice of the reasons for such meeting and shall be entitled to Association representation.

ARTICLE III - NEGOTIATIONS PROCEDURES

3.1 Notice

- A. Negotiations shall begin no earlier than February 1 and no later than June 15 of the year in which the contract expires. The Association shall send written notification to the Board indicating they are ready to commence negotiations. The Board shall reply in writing, or through the use of electronic communication, determining a mutually agreed upon date for a first meeting. All proposals for negotiation shall be presented in writing by the Association at this first meeting with the Board. Within 21 days, but in no case prior to April 1 of the last year of the contract the Board shall present by mail, or electronic communication, to the Association their written proposal. The Superintendent and the Association President shall establish the date for the second meeting, to be held within ten (10) days of the receipt of the Board's written proposal.
- B. All negotiation sessions shall be closed sessions.

3.2 Procedures

- A. Each Party shall select its own representatives. Each negotiating team shall consist of not more than five (5) members. The representatives selected by each Party shall have the authority to make proposals, consider counter proposals, make adjustments, and sign tentative agreements in the course of negotiations.
- B. Should both Parties agree to hold negotiation sessions during regular school hours, release time shall be provided by the Board for the Association's negotiating table team without loss of pay or benefits.
- C. All tentative agreements shall be written and initialed by the spokesperson of the respective teams at the meeting at which the tentative agreements are reached.
- D. Within seven (7) days after tentative agreement has been reached on all items negotiated, the Agreement shall be submitted to the Association for ratification. Within seven (7) days of the Boards receiving the Association's notification of ratification of the tentative agreement, the Board shall vote on its adoption.
- E. There shall be two signed copies of any final agreement. One copy shall be retained by the Board and one by the Association.

- F. Within five (5) working days after the adoption of the final Agreement, the proof copy shall be submitted by the Board to the Association for approval. Within five (5) days thereafter, the Association shall submit any necessary clerical revisions. Within thirty (30) calendar days thereafter, the Board shall print and provide one copy to each teacher plus ten (10) additional copies at Board cost.
- G. If an agreement is not reached within 45 days of the first day of the school calendar year, either Party may declare to the other in writing that an impasse exists and call for a mediator from the Federal Mediation and Conciliation Service. A request by either Party shall be considered a joint request of the Parties.

ARTICLE IV - WORKING CONDITIONS

4.1 Notice of Assignment

Each teacher shall be given written notice of his/her tentative teaching assignments for the forthcoming year no later than the end of the current school year.

4.2 Vacancies

The Superintendent shall provide the Association notice of all teaching, administrative, and extra-duty vacancies in the district within five (5) days of official Board action accepting the resignation or creating a position. Except in cases of emergency as determined by the Superintendent, all teachers who apply and who are licensed for the teaching and administrative positions under State Board of Education Document No. I shall be interviewed.

4.3 Reduction in Force

- A. All Reduction in Force procedures are outlined in SB 7 Education Reform Act and shall be adhered to by these parties.

4.4 Transfers

Voluntary Transfer - A teacher may apply in writing to the Board for transfer to another teaching assignment in the District where a vacancy exists.

4.5 School Calendar

The Board shall, at its discretion, adopt a school calendar. Teachers shall not be required to be in attendance more than one hundred eighty (180) days with 175 student attendance days. Unused emergency days shall not become teacher attendance days.

4.6 PREPARATION TIME

Preparation time is defined as a period of the day in which no duties or obligation can be mandated. All teachers employed one-half time or more shall be guaranteed one preparation period per day. Each preparation period for high school teachers shall be equal to one (1) class period. Each grade school teacher shall have a minimum of 225 minutes of preparation time in a regular five (5) day work week. The teacher shall receive compensation for the time taken away from guaranteed preparation time.

4.7 Workday

The teacher workday shall be from fifteen (15) minutes prior to the first period class until twenty (20) minutes after the last class. Teachers shall not be required to remain past the normal teacher's day except for:

- A. monthly teachers' meetings,
- B. curriculum meetings, not to exceed two (2) per month with a maximum of sixty (60) minutes beyond the teacher workday unless mutually agreed upon by the MEA and Administration
- C. open houses,
- D. scheduled appointments with parents or students, or
- E. emergency situations which require presence of teachers as determined by the Superintendent.

In A-C above, notice shall be given at least five (5) days in advance. Estimated duration of meeting shall be given at time of notice.

Teachers with extra-duty assignments shall remain to perform their respective duties.

Early Release Days - On the days before Thanksgiving break, winter break, spring break, and the final day of school, the student and teacher day shall end following 300 minutes of instruction as determined by ISBE.

4.8 Duty-Free Lunch

Each teacher shall be entitled to and allowed a duty-free lunch period equal to the regular lunch period but not less than thirty (30) minutes in duration in each school day.

4.9 Extra Duties

- A. Extra-Duty vacancies shall be first offered on a voluntary basis. If there are no volunteers, the administration reserves the right to assign.
- B. All teachers performing extra duties shall be paid as per Appendix D which is attached to and made a part of this Agreement.

4.10 Detention Supervision

All after school detention supervision shall be assigned by the principal and paid equal to that of an in-house substitution provided that the length of the detention equals that of one class period. In the event that a class period shifts in time the detention period shall shift to mirror a class period.

4.11 Requesting Classroom Placement

If a change in a grade school student's homeroom assignment is contemplated before the beginning of the school year, the administration shall attempt to seek information and input from the previous teacher as well as the teacher for the coming school year prior to any change being made. The final decision shall be at the discretion of the administration.

ARTICLE V - TEACHER EVALUATION

5.1 Introduction

Provisions of this Article are intended to supplement and be consistent with the requirements of Article 24-A of the School Code.

5.2 Orientation

Prior to any evaluation or observation for the purpose of Evaluation, the qualified administrator shall acquaint each teacher with the evaluation procedures, standards and instruments during a pre-evaluation conference. No evaluation shall take place until such orientation has been completed.

5.3 Frequency

All Teacher evaluations will be done in adherence to SB 315 Performance Evaluation Review Act also known as PERA.

5.4 Procedure

- A. The qualified administrator shall evaluate each teacher formally in writing in accordance with the established evaluation procedures, standards and instruments.
- B. Formal evaluations of teachers shall be based on at least twenty (20) consecutive minutes of observation of that teacher in performance of his/her duties. All formal observations of a teacher shall be conducted with the full knowledge of the teacher.
- C. An evaluation conference between the teacher and the administrator shall be held within ten (10) school days of the observation and prior to submitting the evaluation forms to the Board, whichever is earlier. The teacher and the administrator shall sign the evaluation form to signify that the formal evaluation conference has occurred. For non tenured teachers the first of two formal evaluations will be by computer only. The second formal will produce the final summative document that will be signed.
- D. The teacher shall be given electronic access to a copy of the evaluation. The teacher is welcome to make hard copies of the evaluation as (s)he chooses.
- E. Any recommendations given to improve the quality of his/her teaching responsibilities shall be formally noted on the evaluation form.

5.5 Personnel File

- A. Each teacher shall have the right to review the contents of his/her personnel file with the exception of pre- employment confidential materials. Said review shall take place during the regular hours established for the Superintendent's office within twenty-four (24) hours of the request. The Superintendent and/or his designee shall be present during the review. The teacher may not remove any materials from said file.
- B. Each shall be given the opportunity to attach a written reply to any material contained in the file. A copy of any material will be made available to the teacher. Materials related to the discipline, re-employment or evaluation of any teacher shall be placed in the personnel file of the teacher only after the teacher has had the opportunity to read the materials.
- C. Each teacher must verify file review by initialing a record form maintained within the file.

5.6 Extra-Duty Evaluation

The performance of extra duties, as listed in Appendix D, shall be evaluated in writing once (1) per year.

5.7 Additional Evaluation

Nothing contained herein shall limit the right of the Administration to evaluate a teacher's performance of assigned duties. Any such observations which are to be used to evaluate the teacher shall be reduced to writing and discussed with the teacher prior to being placed in the teacher's personnel file.

5.8 Duties and Responsibilities

The Superintendent shall maintain a description of the duties, responsibilities and standards to which each teacher is expected to conform. In the event of revision of these descriptions, the Superintendent shall solicit input from each staff member concerning his/her classroom and extracurricular duties and responsibilities. Each teacher shall be given a copy of these revisions.

5.9 Evaluation Instrument

The evaluation instrument shall be in accordance with the requirements of Section 24-A of the School Code.

5.10 Consulting Teacher

- A. A consulting teacher is an "educational employee" as defined in the Illinois Educational Labor Relations Act who
 - (1) has at least five (5) years of teaching experience,
 - (2) has a reasonable familiarity with the assignment of the teacher being evaluated,
 - (3) has received an excellent rating on his/her most recent evaluation.
- B. A consulting teacher may be used by the Administration to assist a teacher found to have teaching deficiencies or as may be required by law.
- C. The participation of the consulting teacher shall be voluntary.
- D. The consulting teacher shall be chosen only from outside the District as provided by the Illinois State Board of Education.

ARTICLE VI – LEAVES

6.1 Paid Leaves

Any teacher shall be permitted to use leaves without loss of pay or benefits as described in A-E below.

A. Sick Leave

Each teacher shall be entitled to a total of fourteen (14) sick leave days per year. This leave may be used for any purpose necessary. Unused sick leave may accumulate to a total of three hundred and forty (340) days beginning with the 2009-2010 school year. There will be no retroactive days added to the current amount of sick leave accumulated.

B. Professional Leave

With the Superintendent's approval, teachers attending educational conferences relative to his/her assignment(s) shall be reimbursed for conference fees, meals, and lodgings by the District.

C. Association Leave

Should the Association President and/or Vice-President or authorized delegate be sent to local, state or national conferences, they shall be allowed up to four (4) days total accumulated leave provided:

1. one school calendar week advanced notification to the Superintendent is provided;
2. prior to leave dates the cost of full-day substitutes is reimbursed by the Association or substitution cost for a half-day or less is reimbursed or traded with in-house substitution by the Association;
3. no more than two (2) teachers be provided such leave at the same time;
4. personal leave cannot be used to extend Association leave.

D. Non-attendance Day

When school is cancelled, causing a non-attendance day, any teacher on paid leave will not have that day counted as a leave day.

E. Jury Duty

Any teacher called for jury duty during working hours or is subpoenaed during working hours in any judicial matter shall be paid his/her full salary for such time and suffer no loss of benefits. Any compensation received for such duty, other than travel and food cost, will be reimbursed to the District.

6.2 Unpaid Leave of Absence

Leaves of absence may be granted without pay to tenured teachers who desire to return to employment in

a similar capacity upon termination of said leave. Said leave shall not be counted as teaching experience on the salary schedule. A letter of intent to return from a leave of absence of six (6) months or more must be filed with the Superintendent no later than thirty (30) days prior to the end of said leave. A failure to provide said notification will be considered as having terminated contractual service. Any teacher on unpaid leave retains the right to participate in the group health and life insurance plans, provided (s)he reimburses the Board for the monthly premiums. The aforesaid group health and life insurance plans shall be limited to one (1) year maximum unless extended by the Board. Leaves of absence without pay for not more than one (1) year may be granted to tenured teachers according to the following conditions:

- A. Written requests for leaves of absence without pay should be made at least forty-five (45) calendar days before leave is desired, subject to approval by the Board.
- B. Leaves of less than one (1) month, if acceptable to and approved by the Board, will require ten (10) days, notice.
- C. Dates of departure and return must be acceptable to the administration and determined prior to initiating the request.
- D. Leaves may be granted for:
 - 1. advanced study leading to a degree in an approved university (five years of service required),
 - 2. educationally related travel if the applicant provides an itinerary and an explanation of how such travel will improve the educational program (five years of service required),
 - 3. Armed Forces Reserve/military draft,
 - 4. maternity or child care, and/or
 - 5. other reasons acceptable to the Board.

6.3 Notification of Unused Sick Days

On the last day of employment in the district, the individual teacher shall be given a notarized statement of unused sick days.

ARTICLE VII – COMPENSATION AND FRINGE BENEFITS

7.1 Salary:

- A. The teachers' salary schedule shall be attached to and made a part of this Agreement as Appendices A, B, & C.
- B. On December 15 of each contract year that the total premium is less than \$2,300.64, the Board shall pay the teacher the difference between the total individual health insurance premium for the contract year and \$2,300.64. The teacher shall be responsible for the TRS and the taxes.

7.2 Extended Contract

Any teacher on an extended contract shall be paid commensurate to a salary fractionalized by status on salary schedule.

7.3 Board Paid Retirement

From the established gross salary schedule, according to authority granted by the Pension Reform Act of 1974, Section 414 (h) (2) of the Internal Revenue Code, the Board agrees to pick up and pay to the Teacher Retirement System on behalf of each teacher, nine percent (9%) of the gross earnings reflected for each teacher, and will shelter said amount for tax purposes or the Board will pay .098901 of the reflected taxable income. Should any of the above be declared improper by an I.R.S. ruling or opinion, that clause or portion thereof shall be deleted from this Agreement to the extent that it violates the ruling or opinion.

EXAMPLE

Gross Salary \$20,000.00	Sheltered Amount \$1,800.00 Taxable Salary \$18,200.00
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7.4 Extra Duty

Extra-duty stipends shall be paid to those teachers performing the duties indicated in Appendix D, which is attached to and made a part of this Agreement.

7.5 Supportive Services

All personnel agreeing to provide supportive services shall receive the amount indicated below:

Athletic services -	\$25.00 per outdoor event
	\$22.00 per indoor event

Driver Education-	\$26.00 per hour
Lunch Supervision-	\$7.59 per day
Gym Supervision-	\$9.19 per day
Before/After School-	\$10.19 per day

Detention Pay/Loss of Prep time- Any teacher who is requested to have after school detention supervision or who is asked to substitute for a class during their planning period shall be paid at the rate of fifteen dollars (\$15) per ten (10) to thirty (30) minutes and thirty dollars (\$30) for thirty-one (31) to sixty (60) minutes.

All supportive service assignments shall be first offered on a voluntary basis. If there are no volunteers, the administration reserves the right to assign.

7.6 Travel Pay

The Board shall reimburse teachers for transportation to approved meetings, conferences, and workshops at the current IRS rate. The Board shall provide transportation or reimburse for mileage to required meetings, except for County Institute.

7.7 Academic Credit

- A. To receive academic credit for advancement on the salary schedule, a teacher shall present prior to enrollment a written request to the Superintendent for approval. The Superintendent shall give the teacher notification of approval or disapproval within seven (7) calendar days. A copy shall be placed in the teacher's file.
- B. Credit on the salary schedule shall be allowed for approved courses as stipulated in 7.7A above, which shall be validated by an official transcript. Teachers shall advance to the approved earned step on the salary schedule only at the beginning of the academic year or at the beginning of the second semester, following said time when credit is earned. (See Appendix A, B, & C.)
- C. Teachers shall earn three (3) semester hours of approved credit every three (3) years of employment until either a Master's degree or a Bachelor's degree plus thirty-two (32) hours has been earned. Once such a level has been earned, teachers shall complete three (3) semesters of approved credit every five (5) years. Teachers who do not make this advancement shall be frozen at their current step on the salary schedule until such requirement has been met.
- D. The board shall reimburse each teacher's actual tuition and fees per college semester hour to a maximum of two hundred and fifty dollars (\$250.00) per semester hour upon successful completion of approved course work required in which would improve teaching performance, lead toward an advanced degree, or prepare for certification in an additional teaching area, and upon submission of a teacher's fee statement, for certification in an additional teaching area, and

upon submission of a teacher's fee statement.

- E. By March 1 of each school year the Superintendent shall distribute to faculty members a list of each teacher's progress in meeting the requirement in 7.7C.

7.8 Insurance

A. Health

The Board shall pay a monthly premium of up to \$550.00 towards individual health insurance for the 2017-2018, 2018-2019, 2019-2020 school years. The individual's insurance plan offered to the teachers shall not be less than coverage offered during the 2004-2005 school year without agreement of the Association. The Board assumes responsibility of naming the carrier for the policy. Options will be presented to the Board of Education and the Association on an as needed basis.

B. Term Life

The Board shall pay in full the teacher's individual term life insurance plan. The individual's insurance plan offered to the teacher shall be in the amount of ten thousand dollars (\$10,000.00). The Board assumes the responsibility of naming the carrier for the policy.

7.9 Teacher Passes

A teacher, spouse and dependent children shall be admitted without charge to any athletic event or in-house school function. IHSA and IESA sponsored events do not apply.

7.10 Payroll Procedure

A teacher may at his/her option be paid on the basis of eighteen (18) or twenty-four (24) pay periods. Paychecks shall be issued on the 1st and 15th of each month. At the request of the teacher, any voluntary deductions shall be made from the paycheck, as long as such deductions are one of the following: TSA contribution based on the approved providers established in the District 403B Plan, Health Insurance Premium, Life Insurance Premium, Dental Insurance Premium, Vision Insurance Premium, and Association Dues.

7.11 Retirement Benefits

A. The following requirements apply for the Modified Retirement benefit to be enacted:

In recognition of faithful service to the district by a member of the bargaining unit the Board will pay twenty dollars (\$20.00) per day of unused sick days not used for retirement benefits. The enumeration for the unused sick days will be due and payable after termination and after October

1st of the calendar year of retirement.

- (1) Per the Teachers' Retirement System, the teacher must be at least fifty-five (55) and no older than fifty-nine (59) by December 31 of the Retirement Year.
- (2) The teacher must have taught for a minimum of twenty (20) continuous years in the District.
- (3) The District shall not be responsible for the teacher's contribution to the Teachers' Retirement System for the purpose of avoiding the early retirement reduction in allowance. Any such contribution shall be the sole responsibility of the retiree.
- (4) No more than four (4) teachers may begin participation in the Early Retirement Stipend program in any one year. In the event that more than four (4) teachers apply, those eligible to participate shall be chosen on the basis of the greatest continuous full-time length of service with the District.
- (5) The State of Illinois must continue the Teachers' Modified Retirement System as set forth in the Illinois Pension Code.

B. Any teacher who chooses modified retirement and who has more than twenty (20) years but less than thirty-five (35) years of creditable service shall be eligible to leave the Salary Schedule and receive a five percent (5%) increase of his/her annual TRS Creditable Earnings in each of the last three (3) years of employment.

- (1) Notification. The teacher must notify the Superintendent in writing no later than June 1st prior to the school year of their participation in the retirement benefit. A teacher may participate for one, two or three years depending on their notification date to the Superintendent. Ex: To retire at the end of the 2006-2007 school year a teacher must notify the superintendent by June 1, 2006.
- (2) Payment. If notification of intent to retire is made before June 1 of the year of participation in the retirement benefit, the teacher may choose to receive payment of the stipend either (a) in equal amounts with the teacher's regular salary or (b) as a lump sum payment on June 15. If notification is made after September 1, the payment shall be received as a lump sum payment on June 15.

C. Any teacher who chooses retirement with at least thirty-five (35) years of creditable service shall be eligible to leave the Salary Schedule and receive a five percent (5%) increase of his/her annual TRS Creditable Earnings in each of the last four (4) years of employment.

- (1) Notification. The teacher shall submit to the Superintendent written notification of intent to retire no later than June 1 one year prior to the school year of their participation on the retirement benefit. A teacher may participate up to four years, depending on their notification date to the Superintendent.. (Example: To retire at the end of the 2006-2007 school year, notification must be made by June 1, 2003.)
- (2) Payment.

Payment of the stipends shall occur as follows:

- (a) The teacher may elect (1) to receive the stipends as lump sum payments on June 15 of each year or to receive the payment prorated throughout the Retirement Benefit Cycle.
 - (b) In addition, if notification of retirement occurs prior to January 15 of the year before retirement, the teacher may elect to receive the first year's stipend in equal amounts with his/her remaining regular salary payments.
 - (c) It is understood that once a teacher enters the Retirement Benefit Cycle his/her raise will be no more than 6% based on the previous year. Any stipend that the teacher may give up would be deducted from the next year's pay calculation.
- (3) Right to Rescind. If approved by the Board, the teacher may rescind the letter of intent to retire prior to January 15 of the second year. The District shall then have the right to withhold in equal amounts from the teacher's remaining regular salary payments a total equal to all stipend monies heretofore received by that teacher.
- (4) It is understood that the last ten (10) years of service, years of actual teaching service of years 24 through 34, no teacher shall have a raise from one year to the next of more than 6%.
- D. In the event that a teacher is eligible for a state-sponsored early retirement incentive, s/he may select either the state-sponsored plan or the district retirement benefits plan under 7.1 1 but may not select both.
- E. In the event that the State eliminates all forms of early retirement options, incentives or inducements of any kind, the District will offer a service recognition plan to individual teachers satisfying the requirements of the 1992-93 Section 7.12 that shall be no less than the plan offered in 7.12 of the 1992-93 Agreement without consent of the Association.

7.12 Retirement Opener

In the event that the State changes the current retirement system that adds any increased financial burden to the District, sections 7.3 and 7.11C of the contract will be opened and re-negotiated.

7.13 Raise Limitations

For individuals in their last four (4) years of employment. The parties agree that any TRS creditable compensation and/or benefit increases, whether under this contract or otherwise, shall not exceed the maximum amount which results in an employee's retirement annuity being fully funded by the Illinois Teacher Retirement System, without Board liability for any portion of the retirement annuity. This means

that an employee's TRS creditable earnings (including but not limited to vertical and horizontal salary schedule movement, stipends, salary increases and retirement incentives), whether under the contract or otherwise, shall not increase from one school year to the next by more than 6% or otherwise be increased so as to create Board liability for any portion of the retirement annuity or result in any Board-paid penalty to TRS. In no event will the compensation and/or benefit increases exceed the threshold amount which triggers any obligation for the Board to pay additional amounts (in the form of a one-time payment or payments over time) to cover all or part of an employee's retirement annuity or cover any Board-paid penalty to TRS. Notwithstanding any contrary or other provision of this contract, including but not limited to any salary schedules, in the event an employee's TRS creditable earnings would increase by more than 6% in any given year of this contract, that employee shall only receive the maximum increase allowed under this provision. However, any money that is not captured because of this provision will be added to the succeeding year's salary, herein termed "carried over salary", provided that the carry over salary does not create a breach of this provision.

ARTICLE VIII - GRIEVANCE PROCEDURE

8.1 Definition

A grievance shall be any claim by a teacher or the Association that there has been a violation, misrepresentation, or misapplication of this Agreement.

8.2 Basic Principles

- A. All time limits shall consist of school days, except when a grievance is submitted fewer than ten (10) days before the close of the current school year, when time limits shall consist of all weekdays.
- B. A grievance may be withdrawn at any level without establishing precedence.
- C. Failure of the grievant to act on any grievance within the prescribed time limits will bar further appeal.
- D. Failure of the Superintendent or Board to provide a response within the time limits shall be viewed by the grievant as a negative response, whereby the grievant may proceed to the next step, provided such action is taken within the time limits specified for the appeal of an adverse decision.
- E. Time limits may be extended by mutual consent.

8.3 Association Representation

An Association representative from the local bargaining unit membership may represent the grievant during the second stage of the informal grievance step and at all subsequent steps. Following the informal grievance step, the grievant has a right to Association representation during any aspect of the formal grievance procedure if (s)he requests such representation.

8.4 Procedure

- A. **INFORMAL**
An attempt shall be made by the grievant and his/her immediately involved supervisors to resolve the problem through informal discussion. The Superintendent shall provide a response within five (5) days of the informal meeting. Should the response fail to satisfy the teacher, the teacher may request a second informal meeting within five (5) days of the response and have a local Association representative present at the informal process. The Superintendent shall provide a response within five (5) days of the meeting. If, however, the informal process fails to satisfy the

teacher or the Association, a grievance may be processed as follows:

B. FORMAL

Step I - The teacher or the Association shall present the grievance in writing within twenty (20) days of the alleged grievance, or within twenty (20) days of the time when (s)he could have been aware, specifying the article and clause alleged to have been violated and stating the remedy sought to the Superintendent, who will arrange for a meeting to take place with the grievant within ten (10) days after the receipt of the grievance. The Superintendent shall render a written response within fifteen (15) days of the receipt.

Step II - Within ten (10) days of receipt of the Superintendent's decision, if the grievant is not satisfied with the disposition of the grievance at Step I, the grievant may submit the grievance in writing to the Board for its review and decision. The Board shall, at the next regularly scheduled meeting, render a written decision in regards to the grievance.

Step III - If the Association is not satisfied with the response of the Board in Step II, or if time limits or the Board's written reply expire, the Association shall have a maximum of thirty (30) days to submit the grievance to final and binding arbitration. The American Arbitration Association shall act as the administration of the proceedings, which shall be conducted under its rules.

- a. Neither the Board nor the Association shall be permitted to assert any grounds or evidence before the arbitrator which has not previously been disclosed to the other party.
- b. The arbitrator, in his opinion, shall not amend, modify, nullify, ignore, or add to the provisions of this Agreement. His authority shall be strictly limited to deciding only the issues presented to him in writing by the Board and the Association, and his decision must be based only upon his interpretation of the meaning or application of the express relevant language of the Agreement.
- c. Each party shall bear the full costs for its representation in the grievance procedure.
- d. If either party requests a transcript of the proceedings, that party shall bear the costs for that transcript. If both parties order a transcript the costs of the two transcripts shall be divided equally between the Board and the Association.
- e. Each party shall share equally the cost of the arbitrator and the AAA.

8.5 Class Grievance

Class grievance involving one or more teachers and grievances involving an administrator may be initially filed by the Association at Step I.

8.6 No Reprisals Clause

No reprisals shall be taken by the Board or the administration against any teacher because of the teacher's

participation in a grievance.

8.7 Released Time

Should the arbitrator require the presence of a teacher during an arbitration hearing, the teacher and his/her Association representative, if requested, shall be allowed to be present without the loss of pay or benefits at times specified by the arbitrator. No more than one Association representative shall be excused without loss of pay or benefits at any given time during an arbitration hearing, except with prior consent of the Superintendent.

8.8 Filing of Materials

All records related to a grievance shall be filed separately from the personnel files of the teachers.

8.9 Grievance Investigation

Any investigation, handling, or processing of any grievance by the grievant shall be conducted so that instructional programs and related work activities of the grievant or the teaching staff are not interrupted.

ARTICLE IX - DURATION OF AGREEMENT

9.1 Strikes

The Association agrees that it will not, during the period of this Agreement, participate in a strike or interrupt full and complete delivery of services to the students.

9.2 Length of Agreement

This Agreement shall be in full force and effect from September 1, 2017 and shall continue until midnight, August 31, 2020.

9.3 Complete Understanding

The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. These terms and conditions may be modified only through written mutual consent of both parties.

9.4 Savings Clause

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of this Agreement.

APPENDIX A
Salary Schedule 2017-2018

2017-2018	Salary Schedule								
42500	Base								
475	Vertical step								
350	Horizontal step	425- MS Horizontal							
120	Longevity step								
200	Experience step								
YR					MS or	MS +8 or	MS+16 or		
	BS	BS+8	BS+16	BS+24	BS+32	BS + 44	BS +56	MS + 24	MS +36
1	42500	42850	43200	43550	44600	45025	45450	45875	46300
2	42975	43325	43675	44025	45075	45500	45925	46350	46775
3	43450	43800	44150	44500	45550	45975	46400	46825	47250
4	43925	44275	44625	44975	46025	46450	46875	47300	47725
5	44400	44750	45100	45450	46500	46925	47350	47775	48200
6	44875	45225	45575	45925	46975	47400	47825	48250	48675
7	45350	45700	46050	46400	47450	47875	48300	48725	49150
8	45825	46175	46525	46875	47925	48350	48775	49200	49625
9	46300	46650	47000	47350	48400	48825	49250	49675	50100
10	46775	47125	47475	47825	48875	49300	49725	50150	50575
11	47370	47720	48070	48420	49470	49895	50320	50745	51170
12	----	48315	48665	49015	50065	50490	50915	51340	51765
13		48910	49260	49610	50660	51085	51510	51935	52360
14		----	49855	50205	51255	51680	52105	52530	52955
15			50450	50800	51850	52275	52700	53125	53550
16			51045	51395	52445	52870	53295	53720	54145
17			----	51990	53040	53465	53890	54315	54740
18				52585	53635	54060	54485	54910	55335
19				53380	54430	54855	55280	55705	56130
20		53075		----	55225	55650	56075	56500	56925
21					56020	56445	56870	57295	57720
22					56815	57240	57665	58090	58515
25					57610	58035	58460	58885	59310
29					58405	58830	59255	59680	60105
33					59200	59625	60050	60475	60900
1.098901	Retirement Contribution Paid by Board								
					MS or	MS +8 or	MS+16 or		
Yr	BS	BS+8	BS+16	BS+24	BS+32	BS + 44	BS +56	MS + 24	MS + 36
1	46703	47088	47473	47857	49011	49478	49945	50412	50879
2	47170	47610	47995	48379	49533	50000	50467	50934	51401
3	47637	48132	48516	48901	50055	50522	50989	51456	51923
4	48104	48654	49038	49423	50577	51044	51511	51978	52445
5	48571	49176	49560	49945	51099	51566	52033	52500	52967
6	49038	49698	50082	50467	51621	52088	52555	53022	53489
7	49505	50220	50604	50989	52143	52610	53077	53544	54011
8	49973	50742	51126	51511	52665	53132	53599	54066	54533
9	50440	51264	51648	52033	53187	53654	54121	54588	55055
10	50907	51786	52170	52555	53709	54176	54643	55110	55577
11	51505	52440	52824	53209	54363	54830	55297	55764	56231
12	----	53093	53478	53863	55016	55484	55951	56418	56885
13		53747	54132	54516	55670	56137	56604	57071	57538
14		----	54786	55170	56324	56791	57258	57725	58192
15			55440	55824	56978	57445	57912	58379	58846
16			56093	56478	57632	58099	58566	59033	59500
17			----	57132	58286	58753	59220	59687	60154
18				57786	58940	59407	59874	60341	60808
19				58659	59813	60280	60747	61214	61681
20		58324		----	60687	61154	61621	62088	62555
21					61560	62027	62494	62962	63429
22					62434	62901	63368	63835	64302
25					63308	63775	64242	64709	65176
29					64181	64648	65115	65582	66049
33					65055	65522	65989	66456	66923

APPENDIX B
Salary Schedule 2018-2019

2018-2019 Salary Schedule									
42500 Base									
515	Vertical step								
450	Horizontal step		525 MS Horizontal						
120	Longevity step								
200	Experience step								
YR					MS or	MS +8 or	MS+16 or		
	BS	BS+8	BS+16	BS+24	BS+32	BS + 44	BS +56	MS + 24	MS +36
1	42500	42950	43400	43850	45200	45725	46250	46775	47300
2	43015	43465	43915	44365	45715	46240	46765	47290	47815
3	43530	43980	44430	44880	46230	46755	47280	47805	48330
4	44045	44495	44945	45395	46745	47270	47795	48320	48845
5	44560	45010	45460	45910	47260	47785	48310	48835	49360
6	45075	45525	45975	46425	47775	48300	48825	49350	49875
7	45590	46040	46490	46940	48290	48815	49340	49865	50390
8	46105	46555	47005	47455	48805	49330	49855	50380	50905
9	46620	47070	47520	47970	49320	49845	50370	50895	51420
10	47135	47585	48035	48485	49835	50360	50885	51410	51935
11	47770	48220	48670	49120	50470	50995	51520	52045	52570
12	----	48855	49305	49755	51105	51630	52155	52680	53205
13		49490	49940	50390	51740	52265	52790	53315	53840
14		----	50575	51025	52375	52900	53425	53950	54475
15			51210	51660	53010	53535	54060	54585	55110
16			51845	52295	53645	54170	54695	55220	55745
17			----	52930	54280	54695	55330	55855	56380
18				53565	54915	55220	55965	56490	57015
19				54400	55750	55990	56800	57325	57850
20		53935		----	56585	56825	57635	58160	58685
21					57420	57660	58470	58995	59520
22					58255	58495	59305	59830	60355
23					59090	59330	60140	60665	61190
25					59925	60165	60975	61500	62025
29					60760	61000	61810	62335	62860
33					61595	61835	62645	63170	63695
1.098901 Retirement Contribution Paid by Board									
Yr	BS	BS+8	BS+16	BS+24	MS or	MS +8 or	MS+16 or		
					BS+32	BS + 44	BS +56	MS + 24	MS + 36
1	46703	47198	47692	48187	49670	50247	50824	51401	51978
2	47170	47764	48258	48753	50236	50813	51390	51967	52544
3	47637	48330	48824	49319	50802	51379	51956	52533	53110
4	48104	48896	49390	49885	51368	51945	52522	53099	53676
5	48571	49462	49956	50451	51934	52511	53088	53665	54242
6	49038	50027	50522	51016	52500	53077	53654	54231	54808
7	49505	50593	51088	51582	53066	53643	54220	54797	55374
8	49973	51159	51654	52148	53632	54209	54786	55363	55940
9	50440	51725	52220	52714	54198	54775	55352	55929	56505
10	50907	52291	52786	53280	54764	55341	55918	56495	57071
11	51505	52989	53484	53978	55462	56038	56615	57192	57769
12	----	53687	54181	54676	56159	56736	57313	57890	58467
13		54385	54879	55374	56857	57434	58011	58588	59165
14		----	55577	56071	57555	58132	58709	59286	59863
15			56275	56769	58253	58830	59407	59984	60560
16			56973	57467	58951	59527	60104	60681	61258
17			----	58165	59648	60104	60802	61379	61956
18				58863	60346	60681	61500	62077	62654
19				59780	61264	61527	62418	62994	63571
20		59269		----	62181	62445	63335	63912	64489
21					63099	63363	64253	64830	65407
22					64016	64280	65170	65747	66324
23					64934	65198	66088	66665	67242
25					65852	66115	67005	67582	68159
29					66769	67033	67923	68500	69077
33					67687	67951	68841	69418	69994

2018-2019 Salary Schedule									
42500	Base								
515	Vertical step								
450	Horizontal step	525	MS Horizontal						
120	Longevity step								
200	Experience step								
YR	BS	BS+8	BS+16	BS+24	MS or BS+32	MS +8 or BS + 44	MS+16 or BS +56	MS + 24	MS +36
1	42500	42950	43400	43850	45200	45725	46250	46775	47300
2	43015	43465	43915	44365	45715	46240	46765	47290	47815
3	43530	43980	44430	44880	46230	46755	47280	47805	48330
4	44045	44495	44945	45395	46745	47270	47795	48320	48845
5	44560	45010	45460	45910	47260	47785	48310	48835	49360
6	45075	45525	45975	46425	47775	48300	48825	49350	49875
7	45590	46040	46490	46940	48290	48815	49340	49865	50390
8	46105	46555	47005	47455	48805	49330	49855	50380	50905
9	46620	47070	47520	47970	49320	49845	50370	50895	51420
10	47135	47585	48035	48485	49835	50360	50885	51410	51935
11	47770	48220	48670	49120	50470	50995	51520	52045	52570
12	----	48855	49305	49755	51105	51630	52155	52680	53205
13		49490	49940	50390	51740	52265	52790	53315	53840
14		----	50575	51025	52375	52900	53425	53950	54475
15			51210	51660	53010	53535	54060	54585	55110
16			51845	52295	53645	54170	54695	55220	55745
17			----	52930	54280	54705	55330	55855	56380
18				53565	54915	55340	55965	56490	57015
19				54400	55750	56175	56800	57325	57850
20		53935		----	56585	57110	57635	58160	58685
21					57420	57945	58470	58995	59520
22					58255	58780	59305	59830	60355
23					59090	59615	60140	60665	61190
25					59925	60450	60975	61500	62025
29					60760	61285	61810	62335	62860
33					61595	62120	62645	63170	63695
1.098901	Retirement Contribution Paid by Board								
Yr	BS	BS+8	BS+16	BS+24	MS or BS+32	MS +8 or BS + 44	MS+16 or BS +56	MS + 24	MS + 36
1	46703	47198	47692	48187	49670	50247	50824	51401	51978
2	47170	47764	48258	48753	50236	50813	51390	51967	52544
3	47637	48330	48824	49319	50802	51379	51956	52533	53110
4	48104	48896	49390	49885	51368	51945	52522	53099	53676
5	48571	49462	49956	50451	51934	52511	53088	53665	54242
6	49038	50027	50522	51016	52500	53077	53654	54231	54808
7	49505	50593	51088	51582	53066	53643	54220	54797	55374
8	49973	51159	51654	52148	53632	54209	54786	55363	55940
9	50440	51725	52220	52714	54198	54775	55352	55929	56505
10	50907	52291	52786	53280	54764	55341	55918	56495	57071
11	51505	52989	53484	53978	55462	56038	56615	57192	57769
12	----	53687	54181	54676	56159	56736	57313	57890	58467
13		54385	54879	55374	56857	57434	58011	58588	59165
14		----	55577	56071	57555	58132	58709	59286	59863
15			56275	56769	58253	58830	59407	59984	60560
16			56973	57467	58951	59527	60104	60681	61258
17			----	58165	59648	60225	60802	61379	61956
18				58863	60346	60923	61500	62077	62654
19				59780	61264	61841	62418	62994	63571
20		59269		----	62181	62758	63335	63912	64489
21					63099	63676	64253	64830	65407
22					64016	64593	65170	65747	66324
23					64934	65511	66088	66665	67242
25					65852	66429	67006	67583	68159
29					66769	67346	67923	68500	69077
33					67687	68264	68841	69418	69994

APPENDIX C
Salary Schedule 2019-2020

2019-2020 Salary Schedule									
42500	Base								
540	Vertical step								
550	Horizontal step			625	MS Horizontal				
120	Longevity step								
200	Experience step								
YR					MS or	MS +8 or	MS+16 or		
	BS	BS+8	BS+16	BS+24	BS+32	BS + 44	BS +56	MS + 24	MS +36
1	42500	43050	43600	44150	45800	46425	47050	47675	48300
2	43040	43590	44140	44690	46340	46965	47590	48215	48840
3	43580	44130	44680	45230	46880	47505	48130	48755	49380
4	44120	44670	45220	45770	47420	48045	48670	49295	49920
5	44660	45210	45760	46310	47960	48585	49210	49835	50460
6	45200	45750	46300	46850	48500	49125	49750	50375	51000
7	45740	46290	46840	47390	49040	49665	50290	50915	51540
8	46280	46830	47380	47930	49580	50205	50830	51455	52080
9	46820	47370	47920	48470	50120	50745	51370	51995	52620
10	47360	47910	48460	49010	50660	51285	51910	52535	53160
11	48020	48570	49120	49670	51320	51945	52570	53195	53820
12	----	49230	49780	50330	51980	52605	53230	53855	54480
13		49890	50440	50990	52640	53265	53890	54515	55140
14		----	51100	51650	53300	53925	54550	55175	55800
15			51760	52310	53960	54585	55210	55835	56460
16			52420	52970	54620	55245	55870	56495	57120
17			----	53630	55280	55905	56530	57155	57780
18				54290	55940	56565	57190	57815	58440
19				55150	56800	57425	58050	58675	59300
20		54510		----	57660	58285	58910	59535	60160
21					58520	59145	59770	60395	61020
22					59380	60005	60630	61255	61880
23					60240	60865	61490	62115	62740
25					61100	61725	62350	62975	63600
29					61960	62585	63210	63835	64460
33					62820	63445	64070	64695	65320
1.098901 Retirement Contribution Paid by Board									
Yr					MS or	MS +8 or	MS+16 or		
	BS	BS+8	BS+16	BS+24	BS+32	BS + 44	BS +56	MS + 24	MS + 36
1	46703	47308	47912	48516	50330	51016	51703	52390	53077
2	47170	47901	48505	49110	50923	51610	52297	52984	53670
3	47637	48495	49099	49703	51516	52203	52890	53577	54264
4	48104	49088	49692	50297	52110	52797	53484	54170	54857
5	48571	49681	50286	50890	52703	53390	54077	54764	55451
6	49038	50275	50879	51484	53297	53984	54670	55357	56044
7	49505	50868	51473	52077	53890	54577	55264	55951	56637
8	49973	51462	52066	52670	54484	55170	55857	56544	57231
9	50440	52055	52659	53264	55077	55764	56451	57137	57824
10	50907	52648	53253	53857	55670	56357	57044	57731	58418
11	51505	53374	53978	54582	56396	57082	57769	58456	59143
12	----	54099	54703	55308	57121	57808	58495	59181	59868
13		54824	55429	56033	57846	58533	59220	59907	60593
14		----	56154	56758	58571	59258	59945	60632	61319
15			56879	57484	59297	59984	60670	61357	62044
16			57604	58209	60022	60709	61396	62082	62769
17			----	58934	60747	61434	62121	62808	63494
18				59659	61473	62159	62846	63533	64220
19				60604	62418	63104	63791	64478	65165
20		59901		----	63363	64049	64736	65423	66110
21					64308	64994	65681	66368	67055
22					65253	65940	66626	67313	68000
23					66198	66885	67571	68258	68945
25					67143	67830	68516	69203	69890
29					68088	68775	69462	70148	70835
33					69033	69720	70407	71093	71780

APPENDIX D
Extra Curricular Salary

POSITION	% base of 42,500
Head football	13.5%
Asst. football	9.1%
Head volleyball	13.5%
Asst. vball	9.1%
Head b'ball-men	13.5%
Asst. b'ball-men	9.1%
Head b'ball-women	13.5%
Asst. B'ball-women	9.1%
Head baseball	10.0%
Asst. baseball	5.0%
Head Softball	10.0%
Asst. Softball	5.0%
Head Track	10.0%
Asst. Track	5.0%
Golf	7.0%
Cheerleader	6.5%
Athletic director	15.0%
Freshman class	1.8%
Sophomore class	2.0%
Junior Class	7.2%
Senior Class	4.0%
Student council	7.2%
Yearbook advisor	8.0%
FFA sponsor	2.5%
Scholastic bowl	2.2%
HS Drama director	5.0%
Asst. Drama	3.5%
Musical Perf-Dir	5.5%
Honor Society	4.0%
Mentor Teacher	8.4%
Sound S. Man	2.2%
8th Boys' Basketball	8.60%
7th Boys' Basketball	8.60%
6th Boys' Basketball	4.50%
6th Girls' Basketball	4.50%
8th Volleyball	6.20%
7th Volleyball	6.20%

8th Girls' Basketball	8.60%
7th Girls' Basketball	8.60%
Boys' track	4.70%
Girls' track	4.70%
Baseball	5.70%
Assistant Baseball	2.60%
Softball	5.70%
Assistant Softball	2.60%
Athletic director	8.60%
Mentor Teacher	8.60%
Head Teacher	0.00%
Cheerleader	3.80%
Bus Duty	2.10%
Morning Duty	2.10%
Safety Patrol	2.10%
Speech	3.40%
8 Scholastic Bowl	3.60%
6-7 Scholastic Bowl	3.60%
GS Drama Director	4.50%
GS Ass't Drama Director	3.00%
6-8 Music Performance	2.50%
Student Council	3.30%
Trips	0.00%
S. Bowl Mod.	0.00%
S. Bowl Scorer	0.00%
6th Volleyball	3.10%
K-5 Music Performance	3.00%
Yearbook	2.10%

APPENDIX E
New Teacher Incentive

A New Teacher Incentive based on the accompanying table will be paid to beginning teachers during their first three years of Creditable Service.

Year	Incentive	W/TRS
1	1,000	1,099
2	650	714
3	300	330

CERTIFICATION

This is to certify that the Agreement between the Milford Education Association and the Board of Education of Milford Area Public Schools #124, as attached was ratified by a majority vote of the membership of the Milford Education Association on June 28, 2017 .

President

Vice-President

Chief Negotiator

This is to certify that the Agreement between the Milford Education Association and the Board of Education of Milford Area Public Schools #124, as attached was ratified by a majority vote of the membership of the Milford-Area Public Schools Board of Education on July 19,2017.

President

Vice-President

Chief Negotiator