

MEMORANDUM OF UNDERSTANDING
RE: OCCUPATIONAL THERAPISTS

The Board of Education of Elmwood Park Community Unit School District No. 401 ("the Board") and the Elmwood Park Educational Team ("EPET") hereby agree as follows:

1. The Board and EPET are parties to a collective bargaining agreement for the time period from 2020 to 2024 ("the CBA").
2. On June 29, 2021, the Illinois Educational Labor Relations Board issued a Certification of Representative adding Occupational Therapists to the EPET bargaining unit.
3. As a result of the addition of the Occupational Therapists to the bargaining unit, the Board and EPET have agreed that the CBA shall be revised as shown in the attached addendum (with additions underlined and deletions stricken through), effective immediately.
4. The Board and EPET agree that this Memorandum of Understanding shall not obligate the Board or EPET to agree to a similar arrangement in the future or in another case, shall not negate or modify any provision of the CBA except as addressed herein, and shall not require either party to bargain over any provision of the CBA during the term of the CBA, unless such bargaining is otherwise required by law.
5. The terms and provisions of this Memorandum of Understanding shall not be deemed a violation or misapplication of the terms of the CBA.
6. To the extent of any conflict or inconsistency between this Memorandum of Understanding and the CBA, the provisions of this Memorandum of Understanding shall control.

BOARD OF EDUCATION OF ELMWOOD PARK
COMMUNITY UNIT SCHOOL DISTRICT NO. 401

By: Frank Perini
President

Date: 10/20/2021

Attest: Joe Caputo
Secretary

Date: 10/20/2021

ELMWOOD PARK EDUCATIONAL TEAM

By: Amy Lynn Vero
President

Date: 10/13/2021

Attest: Alyssa Markopoulou
vice President

Date: 10/13/2021

ADDENDUM TO MEMORANDUM OF UNDERSTANDING
RE: OCCUPATIONAL THERAPISTS

The CBA is amended as follows, with additions underlined and deletions stricken through:

ARTICLE I

Recognition

- A. The Board recognizes E.P.E.T. as the sole negotiation agent for all full-time and part-time regularly employed licensed (certificated) personnel, and occupational therapists, employed by Elmwood Park Community Unit School District 401. Excluded from the bargaining unit are all persons employed by Elmwood Park Community Unit School District 401 in the following job titles or classifications: hereafter referred to as "teachers," with regard to wages, hours, terms and conditions of employment, except for the Superintendent, Assistant Superintendent, Business Manager, Building Principal(s), Assistant Principal(s), and other administrative positions, as well as sSubstitute tTeachers, hHealth aAides, tTeacher aAides with or without teaching certificates, all other educational support personnel employees, and all certified /non-certified, non-teaching personnel as defined by Public Act 83-1014 and IELRB subsequent rulings, as well as those teachers and other personnel who are employed by any cooperative agency and whose duty is to serve the Board, and all supervisory, managerial, confidential or short-term employees, as defined in Section 2 of the Illinois Educational Labor Relations Act, 115 ILCS 5/1, et seq.
- B. The term "teacher," when used hereinafter in this Agreement, shall refer to all employees represented by E.P.E.T. in the negotiating unit as determined in paragraph "A" above, except where specifically stated otherwise.
- C. The Board agrees not to negotiate with any teacher's organization other than E.P.E.T. for the duration of this Agreement unless E.P.E.T. is decertified as provided by law.
- D. Pro-rata for Part-time Teachers:

Part-time teachers shall receive a pro-rated share of benefits as expressed in this Agreement. Such pro-ration shall be the percentage as determined by their teaching time divided by the normal contractual day for the appropriate position they are in, i.e. early childhood, elementary, middle school or high school. Insurance benefits are not available if the insurance master contract prohibits inclusion in the plan or the teacher is not employed for the minimum required hours during the workday.

E. Occupational Therapists

Unless otherwise specifically stated, the term "non-tenured teacher" (and similar references) will include Occupational Therapists during the period of initial employment analogous to a teacher's probationary period pursuant to School Code Section 24-11. In addition, unless otherwise specifically stated, the term "tenured teacher" (and similar references) will include Occupational Therapists after completion of the period of initial employment analogous to a teacher's probationary period pursuant to School Code Section 24-11. Notwithstanding this provision, the parties acknowledge that Occupational Therapists are not eligible to earn tenure.

ARTICLE VIII

Other Conditions of Employment

[No changes to Sections A-C.]

D. Reduction in Force / Recall

The District shall follow the provisions of the *Illinois School Code* regarding the reduction in force (honorable dismissal) and recall of certificated personnel. An equivalent process will be followed for any reduction in force (honorable dismissal) and recall of Occupational Therapists.

At least seventy-five (75) calendar days prior to the end of the school year, the District will provide the Association President with a copy of the Reduction in Force (RIF) list identifying members by name and ID number. An ID-only list will also be posted in each building. At this same time, every teacher will receive documentation that supports their placement on the RIF list. Such documentation will list the following information:

- a. All valid professional educator licenses and endorsements;
- b. Each classification for which the individual is qualified to teach;
- c. Ratings from the two to three most recent evaluations;
- d. Employment date;
- e. Employee identification (ID) number.

If the teacher wants to challenge the accuracy of the information on this documentation, they will have seven (7) calendar days to bring evidence to the District Office to correct the alleged inaccuracy.

Within ten (10) calendar days of the receipt of such challenges, the District will notify the individual and the Association of whether they consider the challenge valid or without merit. If the District considers the challenge valid, appropriate changes will be made to the RIF list. A final RIF list will be provided to the Association and posted in each building at least fifty-five (55) calendar days prior to the end of the school year. If there are no changes to the original list as presented, the RIF list will not be reposted and the Association President will be notified.

In the event of a RIF, the Association will receive notification of which positions and/or programs are being eliminated at least forty-five (45) calendar days prior to the end of the school year.

[No changes to Sections E-J.]

ARTICLE IX

Salary and Compensation Explanations

A. Salary and Compensation Placement

1. Returning Teachers

Returning teachers shall receive the following Salary increases (including TRS or IMRF, as applicable):

For 2020-2021:

For returning teachers who earned more than \$110,000 in 2019-2020:	1.80% increase
For returning teachers who earned between \$100,000 and \$110,000 in 2019-2020:	2.15% increase
For returning teachers who earned less than \$100,000 in 2019-2020:	2.50% increase

Except that returning teachers who will be receiving increases for 2020-2021 under Article IX, Section E (Retirement Incentive Program) will not also receive any amount/increase set forth above.

For 2021-2022:

For returning teachers who earned more than \$110,000 in 2020-2021:	Increase equal to CPI, but not less than 0.75% or greater than 3%
For returning teachers who earned between \$100,000 and \$110,000 in 2020-2021:	Increase of CPI plus 0.5%, but not less than 0.75% or greater than 3.5%
For returning teachers who earned less than \$100,000 in 2020-2021:	Increase of CPI plus 1.5%, but not less than 1% or greater than 4%

Except that returning teachers who will be receiving increases for 2021-2022 under Article IX, Section E (Retirement Incentive Program) will not also receive any amount/increase set forth above.

For purposes of the 2021-2022 increase, "CPI" means the Consumer Price Index for All Urban Consumers (CPI-U) for calendar year 2020 used for PTELL purposes.

For 2022-2023:

For returning teachers who earned more than \$110,000 in 2021-2022:	Increase equal to CPI, but not less than 0.25% or greater than 3%
For returning teachers who earned between \$100,000 and \$110,000 in 2021-2022:	Increase of CPI plus 0.5%, but not less than 0.25% or greater than 3.5%
For returning teachers who earned less than \$100,000 in 2021-2022:	Increase of CPI plus 1.5%, but not less than 0.25% or greater than 4%

Except that returning teachers who will be receiving increases for 2022-2023 under Article IX, Section E (Retirement Incentive Program) will not also receive any amount/increase set forth above.

For purposes of the 2022-2023 increase, “CPI” means the Consumer Price Index for All Urban Consumers (CPI-U) for calendar year 2021 used for PTELL purposes.

For 2023-2024:

For returning teachers who earned more than \$110,000 in 2022-2023:	Increase equal to CPI, but not less than 0.25% or greater than 3%
For returning teachers who earned between \$100,000 and \$110,000 in 2022-2023:	Increase of CPI plus 0.5%, but not less than 0.25% or greater than 3.5%
For returning teachers who earned less than \$100,000 in 2022-2023:	Increase of CPI plus 1.5%, but not less than 0.25% or greater than 4%

Except that returning teachers who will be receiving increases for 2023-2024 under Article IX, Section E (Retirement Incentive Program) will not also receive any amount/increase set forth above.

For purposes of the 2023-2024 increase, “CPI” means the Consumer Price Index for All Urban Consumers (CPI-U) for calendar year 2022 used for PTELL purposes.

A returning teacher shall be eligible for additional compensation for credit hours or degrees not previously reflected in his/her prior year’s salary and will receive an additional \$2,350 for each of the following: earning 15 semester hours beyond his/her BA/BS Degree; earning a MA or MS Degree; and earning an additional 15, 30 and 45 hours beyond a MA or MS Degree.

2. Newly-Hired Teachers

The Salary (including TRS or IMRF, as applicable) for newly-hired teachers without additional hours beyond a BA/BS Degree and with no prior teaching experience is as follows:

2020 - 2021	\$49,204
2021 - 2022	\$49,204
2022 - 2023	\$49,500
2023 - 2024	\$49,500

A newly-hired teacher will receive an additional \$2,350 for each of the following: earning 15 semester hours beyond his/her BA/BS Degree; earning a MA or MS Degree; and earning an additional 15, 30 and 45 hours beyond a MA or MS Degree. In addition, a newly-hired teacher may be compensated for up to fifteen (15) years of prior experience at a rate of \$1,200 per year. For example, for the 2020-2021 school year, it is possible for a new teacher with a MA or MS degree and five (5) years prior experience to earn a total of \$59,904 ($\$49,204 + [\$2,350 \times 2] + [\$1,200 \times 5]$). However, notwithstanding the foregoing, no newly-hired teacher shall be compensated at a rate higher than a returning teacher who has similar Degrees/credit hours and experience in the District, unless hired in a hard-to-fill position.

The Board reserves the right to increase starting salary amounts on a case-by-case basis for hard-to-fill positions as determined by the Superintendent.

Teaching experience credit will be granted under the following conditions:

Teaching experience credit shall be granted for teaching experience outside the District in one year increments.

Subject to the foregoing provisions, the Board reserves the right to judge the qualifications of prospective new faculty as meets the needs of and are in the best interests of the District.

The Board of Education, upon the recommendation of the Superintendent of Schools, may make exceptions to the rule of complete semesters for experience within the District by granting teacher experience credit for less than a complete semester if the situation is in the best interest of the District as determined by the Superintendent.

Teaching experience credit in institutions other than the public school system of the United States shall be granted if the teacher was required to have a college degree for the position in our school system and the work load was comparable to the position open in our school system. However, the Board also reserves the right to judge the qualifications of prospective faculty and to determine salary amount as it meets the needs of and are in the best interests of the District.

Military Service - Two years maximum for new employees or whatever the law provides for employees returning from military leave.

Industrial-Business - Three years maximum (if experience is applicable to assignment).

[No changes to the remainder of Section A or Sections B-D.]

E. Retirement Incentive Program

1. Eligibility

Effective and available at the start of this Agreement, a voluntary retirement incentive program will be available to:

- a. An Occupational Therapist who elects to retire at the end of the school year during which s/he first becomes eligible for a non-discounted pension under the Illinois Municipal Retirement Fund, and
- b. A certificated a teacher who elects to retire at the end of the school year during which s/he first becomes eligible for a non-discounted pension under the Teachers' Retirement System, i.e., a TRS Tier 1 teacher who will reach the age of sixty (60) by June 30 of a school year or who will accumulate at least thirty-five (35) years of creditable service in the Teacher's Retirement System by June 30 of a school year.

Additionally, to participate in this program a teacher must have at least fifteen (15) years of continuous teaching experience as of the date of retirement in the School District.

2. Benefit

Teachers requesting to participate in the retirement incentive program must notify the Superintendent in writing before July 1, up to four (4) school years preceding the retirement date with an irrevocable notice of intent to retire. A teacher who meets the prerequisites will receive benefits in accordance with the following program:

The Board will increase the total T.R.S. creditable earnings or IMRF earnings (as applicable) the teacher receives from the District, by six percent (6%) for each of up to the retiree's final four (4) years of teaching prior to retirement, said increase not to exceed twenty-four percent (24%). The teacher's creditable earnings will be increased by six percent (6%) for the school year following receipt of the teacher's irrevocable notice of intent to retire. A teacher will not be eligible to participate in the retirement incentive program if she/he did not provide notice of intent to retire for any of his/her last four (4) years of employment and she/he received an increase in creditable earnings in excess of six percent (6%) for such year (s).

In the event that a teacher does not perform Extra Duty(ies) provided during the prior school year, the prior year's creditable earnings enhanced by six percent (6%) will be reduced by the current amount of the stipend(s) no longer earned by the teacher.

A teacher retiring under a prior collective bargaining agreement may continue to participate in the District's health plan as provided by the retirement incentive program at the time the teacher retired. Additionally, this sub-section is not subject to the grievance procedure.

3. Miscellaneous

- a. In the event of changes in the Teachers' Retirement System (TRS) or Illinois Municipal Retirement Fund (IMRF) rules and regulations or on the State pension law that would require the Board to pay more than the value of the benefits contained above, the Board

and E.P.E.T. will meet and agree on changes necessary to maintain the above benefits without additional cost to the Board. In no event will the Board pay less than the value of the benefits contained above.

- b. This Retirement Incentive Program shall only be available for teachers whose effective retirement date is no later than June 30, 2028, but shall be subject to negotiations by the Parties in any subsequent agreement.
- c. The Board may limit the number of approved retirement requests to thirty percent (30%) of those eligible. Any such limitation shall be on the basis of seniority.

F. Illinois Teachers' Retirement System / T.H.I.S. Fund

From the amount paid by the Board to each teacher as salary, the Board shall deduct and pay to the Illinois Teachers' Retirement System or the Illinois Municipal Retirement Fund (as applicable) each teacher's contributions in such amounts as are required by law. Such amounts shall be sheltered as permitted by the Internal Revenue Code.

The Board will also pay the .5% (one-half of one percent) T.H.I.S. contribution for each certificated teacher. According to the Internal Revenue Code, the amount that can be sheltered will be sheltered.

C. Speech-Language Pathologist Reimbursement

Provided membership in the American Speech-Language-Hearing Association ("ASHA") and licensure by the Illinois Department of Financial and Professional Regulation ("IDFPR") remains a condition of the District's receipt of Medicaid reimbursement for services provided by the District's speech-language pathologists, the District shall reimburse such employees for the costs of annual ASHA Certified Membership dues and the biennial IDFPR license renewal fee necessary to maintain the employee's ASHA membership and IDFPR license during the term of employment.

H. Compensation for Specialists

If the District is unable to provide required professional development for certain related service professionals (i.e., social workers, speech-language pathologists, ~~and~~ school psychologists, and occupational therapists), they may be granted two (2) professional days per year to fulfill the requirements needed for them to maintain their respective credentials.

In addition, with the prior written approval of the Superintendent or designee:

1. The related service professionals may participate in required professional development activities that are not offered by the District, and
2. The District will pay up to \$150 per year per related service professional for such activities.

The Board will reimburse Board Certified Behavior Analysts for the cost of National BCBA Certification, not to exceed \$250 every 2 years.

ARTICLE X

Insurance Benefits

[No changes to Sections A-B.]

C. Long Term Disability Coverage

The Board will purchase an income protection plan which shall provide the teacher 60% of his/her annual compensation until age 65 for any disability due to illness or accident, when considered in conjunction with any benefits from the disability section of the Illinois Teachers' Retirement System or the Illinois Municipal Retirement Fund, as applicable. The maximum monthly benefit shall be as indicated in the Master LTD Contract. The waiting period shall be three (3) months.

[No changes to Section D.]

ARTICLE XI

Extra Duty Pay

It is understood between the Association and the Board that the Board of Education shall continue to determine extra duty stipend assignments.

On an annual basis, teaching staff represented by this Agreement will be considered for all open positions in Article XI before they are offered to others. In the event that an extracurricular activity changes significantly, either party may request negotiations to change that item. The determination as to whether or not an activity is filled in any of these categories rests solely with the Board of Education.

All figures and calculations regarding the positions enumerated in this Article XI include any required Teacher Retirement System ~~c~~Contribution or Illinois Municipal Retirement Fund contribution.

[No changes to the remainder of Article XI.]