

SETTLEMENT AGREEMENT

The Board of Education of Maywood-Melrose Park-Broadview School District No. 89 (“the District”) and the Maywood Education Association, IEA-NEA (“the Association”), intending to be legally bound, hereby agree as follows.

Whereas, on the basis of an audit of its Teachers’ placements on the salary schedule, completed in the spring of 2010, the District changed the salary schedule placement of some 13 Teachers, effective May 15, 2010, reduced their pay, and claimed a right to seek recoupment for amounts allegedly overpaid to the Teachers.

Whereas, the Association filed an unfair labor practice charge against the District with the Illinois Educational Labor Relations Board (“IELRB”) (IELRB Case No. 2011-CA-0003-C), challenging those actions by the District.

Whereas, in addition, on or about June 3, 2010, the Association filed a grievance challenging those actions by the District; that grievance was advanced to arbitration and, by agreement, has been held in abeyance pending efforts to resolve the dispute between the parties.

Whereas, the District contended that the Association’s grievance was not arbitrable, and informed the Association that it would not arbitrate that grievance.

Whereas, as a result, the Association filed a second unfair labor practice charge with the IELRB (IELRB Case No. 2011-CA-0100-C) challenging the District’s refusal to arbitrate the grievance relating to the District’s actions which were effective on or about May 15, 2010.

Whereas, the District filed an unfair labor practice charge against the Association with the IELRB, contending that the Association was seeking to arbitrate an inarbitrable grievance (IELRB Case No. 2011-CB-0007-C).

Whereas, those three unfair labor practice cases were consolidated by the Executive Director of the IELRB and submitted to mediation under the auspices of the IELRB.

Whereas, after the parties entered into the mediation process, the District informed the Association that, as a result of a second salary schedule audit, it would change the placement on the salary schedule of additional Teachers, reduce their pay and would claim a right to recoup alleged over-payments.

Whereas, based on the second audit, effective with the beginning of the 2011-12 school year, the District changed the salary schedule placement of certain other Teachers, reduced their pay, and claimed a right to seek recoupment for amounts allegedly overpaid to those Teachers.

Whereas, in response, the Association filed an unfair labor practice charge with the IELRB against the District concerning the District’s actions with respect to this second group of Teachers (IELRB Case No. 2012-CA-0011-C); that case was consolidated with the others and was held in abeyance pending the mediation process.

Whereas, in addition to that charge, the Association also filed a grievance on or about September 15, 2011 challenging those actions by the District which were effective as of the beginning of the 2011-12 school year; that grievance was advanced to arbitration and, by agreement, has been consolidated with the first grievance and has been held in abeyance pending efforts to resolve the dispute between the parties.

Whereas, beginning in March, 2011, the Association submitted a series of information requests to the District, seeking information in connection with the second audit.

Whereas, due to what the Association believed was the District's delay in providing, and its failure and refusal to provide, information relating to the Teachers in the second audit and to the basis for the District's actions with respect to those Teachers, the Association filed an unfair labor practice charge with the IELRB against the District, alleging that the District had failed and refused to provide information to which the Association was entitled (IELRB Case No. 2012-CA-0015-C); the processing of that case was held in abeyance pending the mediation process.

Whereas, in about February, 2012, the Association obtained additional documents and information from the District responsive to the Association's requests.

Whereas, based on that information, the Association discovered that the District had not given step increases to other Teachers, apparently because they had a date of hire after November 1; those Teachers had not been previously identified in either audit, and the Association had not otherwise been aware that they had not been advanced on the salary schedule. Those Teachers had been hired or "rehired" after the District had begun the audit process.

Whereas, the Association filed a grievance with respect to the District's actions as to those (and other-similarly situated) Teachers. By agreement, that grievance was advanced directly to arbitration, and was consolidated with the other two grievances, all of which were held in abeyance pending the mediation process.

Whereas, the Association filed an unfair labor practice charge with the IELRB against the District concerning the District's actions as to those (and other similarly-situated) Teachers (IELRB Case No. 2012-CA-0063-C), with a joint request that the case be consolidated with the others, and referred to mediation.

Whereas, through additional mediation sessions and other communications among the parties and the IELRB mediator, the parties reached tentative agreement at a mediation session on August 1, 2012, subject to reducing the terms to written form, the approval of the District's Board of Education and the Association's Executive Board, and the execution of a written agreement setting forth the terms agreed to.

Whereas, in the interests of promoting orderly and constructive labor relations between the parties, and to preserve the parties' limited resources and those of the IELRB, the parties desire to reach an amicable resolution of the pending claims and of all related potential claims or actions,

NOW, THEREFORE, the District and Association agree as follows.

1. The District agrees that it will not seek any recoupment or any other payments, compensation or other relief or remedies from any of the former and current members of the MEA bargaining unit (“hereinafter collectively referred to as “Teachers”) identified in either audit or from any other Teachers based on a claim that any such Teachers were overpaid due to their placement on the salary schedule at any time through the date on which this Agreement is executed by both parties. In exchange for the promises and consideration made by the Association in this Agreement, the District, on behalf of itself and its former, present, and future Board members, officers, heirs, administrators, agents, representatives, attorneys, assignees and successors, hereby releases and forever discharges the Association and any and all of its former, present and future officers, agents, insurers, state and national affiliates, and attorneys, and any and all of the District’s Teachers, and their heirs, administrators, agents, representatives, and assignees, from any and all claims, demands, actions, grievances, charges, complaints, damages, or causes of action, including any and all costs, expenses, and attorneys’ fees, and any all other claims or demands which the District may have or may have had against any of its Teachers or against the Association, whether known or unknown, either asserted or unasserted, arising out of the Teachers’ placement on the salary schedule at any time during which the Teachers were or are employed by the District, through the date on which this Agreement is executed by both parties (whether or not based on any local, city, state, or federal statutes, regulations, ordinances, laws, or constitutional provisions or breach of any public policy, any provision of the Illinois School Code, common law, personnel policy, or handbook, or a collective bargaining agreement or other contract or other grounds), except for actions to implement or enforce the terms and conditions of this Agreement. The District, on behalf of itself and its former, present and future Board members, officers, heirs, administrators, agents, representatives, attorneys, assignees and successors, hereby further covenants that it will not sue or bring any claims or make any demands against the Association and any and all of its former, present and future officers, agents, insurers, state and national affiliates, and attorneys, or against any of its Teachers and their heirs, administrators, agents, representatives, and assignees, arising out of the Teachers’ placement on the salary schedule at any time during which they were or are employed by the District, through the date on which this Agreement is executed by both parties (whether or not based on any local, city, state, or federal statutes, regulations, ordinances, laws, or constitutional provisions or breach of any public policy, any provision of the Illinois School Code, common law, personnel policy, or handbook, or a collective bargaining agreement or other contract or other grounds), except for actions to implement or enforce the terms and conditions of this Agreement.

2. The Association agrees that it will not seek any backpay on its own behalf or on behalf of any of the Teachers identified in either audit or on behalf of any other Teachers based on a claim that the District, prior to the execution of this Agreement by both parties, wrongfully changed such Teachers’ placement on the salary schedule. In exchange for the promises and consideration made by the District in this Agreement, the Association, on behalf of itself and its officers, heirs, administrators, agents, representatives, attorneys, assignees and successors, hereby releases and forever discharges the District and any and all of the District’s former, present, and future Board members, administrators, employees, insurers, agents or attorneys, and its or their heirs, administrators, agents, representatives, and assignees, from any and all claims, demands, actions, grievances, charges, complaints, damages, or causes of action, including any and all costs, expenses, and attorneys’ fees, and any all other claims or demands which the

Association may have or may have had against the District, whether known or unknown, either asserted or unasserted, arising out of the Teachers' placement on the salary schedule at any time during which they were or are employed by the District, through the date on which this Agreement is executed by both parties (whether or not based on any local, city, state, or federal statutes, regulations, ordinances, laws, or constitutional provisions or breach of any public policy, any provision of the Illinois School Code, common law, personnel policy, or handbook, or a collective bargaining agreement or other contract or other grounds), except for actions to implement or enforce the terms and conditions of this Agreement. The Association, on behalf of itself and its officers, heirs, administrators, agents, representatives, attorneys, assignees and successors, hereby further covenants that it will not sue or bring any claims or make any demands against the District, its former, present and future Board members, administrators, employees, insurers, agents or attorneys, or its or their heirs, administrators, agents, representatives, and assignees, arising out of the Teachers' placement on the salary schedule at any time during which they were or are employed by the District, through the date on which this Agreement is executed by both parties (whether or not based on any local, city, state, or federal statutes, regulations, ordinances, laws, or constitutional provisions or breach of any public policy, any provision of the Illinois School Code, common law, personnel policy, or handbook, or a collective bargaining agreement or other contract or other grounds), except for actions to implement or enforce the terms and conditions of this Agreement.

3. The Association and the District agree that the existing Teacher placements presently on the salary schedule shall remain as they are, except with respect to the modifications regarding Teachers identified below, and except to the extent that Teachers otherwise are entitled under the parties' successor collective bargaining agreement to lane or step advancement, subject to the provisions of this Agreement.

4. The Association and the District agree as follows and agree that the following revisions shall be incorporated in the collective bargaining agreement between the District and the Association:

- a. Lane credit beyond the BA lane may be based only on graduate credit hours.
- b. For step purposes, only time spent teaching while certified may be counted. Step credit will not be given for Teachers who go "off-schedule" to obtain certification, during which time they may serve as substitutes.
- c. For Teachers hired after both parties have executed this Agreement, credit for step purposes will not be given for the first partial year for Teachers hired after November 1 of that school year, and such Teachers will not be advanced a step in their second year of employment by the District.
- d. Graduate level student teaching credits will be treated for lane purposes in the same manner as any other graduate credit, in accordance with the terms and conditions of the collective bargaining agreement between the Association and the District.

5. Notwithstanding any other provisions of this Agreement to the contrary, effective as of the beginning of the 2012-13 school year, the District will adjust the placement on the salary schedule of the following Teachers as follows and will pay them in accordance with such placement. If the successor agreement provides for a step increase for Teachers, then each of these Teachers will be advanced one step in addition to the steps referred to in this Agreement and will be paid in accordance with such placement. Alternatively, if the successor agreement does not provide for a step increase, then each of these Teachers will be accorded the same benefit including, but not limited to, any payment of monies afforded all other similarly-situated Teachers in addition to the steps referred to in this Agreement.

- a. The District will advance Jennifer Contreras two additional steps as herein agreed to by the District and the Association, and will pay her in accordance with such placement. For the 2012-13 school year, she will be placed at step 16 in lane BA+30, unless she should attain hereafter additional credits that warrant adjusting her lane placement, and she will be paid in accordance with such placement.
- b. The District will continue to place Tyra Bolton in the MA lane, unless she should attain hereafter additional credits that warrant adjusting her lane placement, and she will be paid in accordance with such placement. For the 2012-13 school year, she will be placed at step 14 in lane MA, unless she should attain hereafter additional credits that warrant adjusting her lane placement, and she will be paid in accordance with such placement.
- c. The District will continue to place Christine Busch in the MA+10 lane, unless she should attain hereafter additional credits that warrant adjusting her lane placement, and she will be paid in accordance with such placement. For the 2012-13 school year, she will be placed at step 8 in lane MA+10, unless she should attain hereafter additional credits that warrant adjusting her lane placement, and she will be paid in accordance with such placement.
- d. The District will advance Donald Gorski one additional step as agreed herein between the District and the Association, and the District will pay him in accordance with such placement. He will continue to be placed in the BA+30 lane, unless he should attain hereafter additional credits that warrant adjusting his lane placement, and the District will pay him in accordance with such placement. For the 2012-13 school year, he will be placed at step 12 in lane BA+30, unless he should attain hereafter additional credits that warrant adjusting his lane placement, and he will be paid in accordance with such placement.
- e. The District will advance Algeanna Griffin an additional step as herein agreed to by the District and the Association, and she will be paid in accordance with such placement. For the 2012-13 school year, she will be placed at step 11 in lane MA+10, unless she should attain hereafter

additional credits that warrant adjusting her lane placement, and she will be paid in accordance with such placement.

- f. The District will continue to place Natalie Karasiewicz in the MA lane, unless she should attain hereafter additional credits that warrant adjusting her lane placement, and she will be paid in accordance with such placement. For the 2012-13 school year, she will be placed at step 12 in lane MA, unless she should attain hereafter additional credits that warrant adjusting her lane placement, and she will be paid in accordance with such placement.
- g. The District will continue to place Jason Lantgen in the BA+20 lane, unless he should attain hereafter additional credits that warrant adjusting his lane placement, and the District will pay him in accordance with such placement. For the 2012-13 school year, he will be placed at step 7 in lane BA+20, unless he should attain hereafter additional credits that warrant adjusting his lane placement, and he will be paid in accordance with such placement.
- h. The District will advance Summer Manogg an additional step as herein agreed to by the District and the Association, and the District will pay her in accordance with such placement. For the 2012-13 school year, she will be placed at step 6 in lane MA+30, unless she should attain hereafter additional credits that warrant adjusting her lane placement, and she will be paid in accordance with such placement.
- i. The District will advance Lynn Morgan to the BA+30 lane as herein agreed to by the District and the Association. For the 2012-13 school year, she will be placed at step 3 in lane BA+30, unless she should attain hereafter additional credits that warrant adjusting her lane placement, and she will be paid in accordance with such placement.
- j. The District will advance Damaris Negron an additional step as herein agreed to by the District and the Association, and the District will pay her in accordance with such placement. For the 2012-13 school year, she will be placed at step 11 in lane BA+30, unless she should attain hereafter additional credits that warrant adjusting her lane placement, and she will be paid in accordance with such placement.
- k. The District will continue to place Shelma Pearson in the MA lane, unless she should attain hereafter additional credits that warrant adjusting her lane placement, and she will be paid in accordance with such placement. For the 2012-13 school year, she will be placed at step 10 in lane MA, unless she should attain hereafter additional credits that warrant adjusting her lane placement, and she will be paid in accordance with such placement.

- l. The District will continue to place Nico Ponquinette in the MA lane, unless she should attain hereafter additional credits that warrant adjusting her lane placement, and the District will pay her in accordance with such placement. For the 2012-13 school year, she will be placed at step 7 in lane MA, unless she should attain hereafter additional credits that warrant adjusting her lane placement, and she will be paid in accordance with such placement.
- m. The District will advance Morgan Sterzal one additional step as agreed to herein by the District and the Association, and the District will pay her in accordance with such placement. She will continue to be placed in the BA lane, unless she should attain hereafter additional credits that warrant adjusting her lane placement, and she will be paid in accordance with such placement. For the 2012-13 school year, she will be placed at step 3 in lane BA, unless she should attain hereafter additional credits that warrant adjusting her lane placement, and she will be paid in accordance with such placement.
- n. The District will advance Samuel Velez three steps on the salary schedule, as herein agreed to by the District and the Association, and the District will pay him in accordance with such placement. For the 2012-13 school year, he will be placed at step 5 in lane BA, unless he should attain hereafter additional credits that warrant adjusting his lane placement, and he will be paid in accordance with such placement.
- o. The District will advance Michelle Verde one additional step as agreed to herein by the District and the Association, and the District will pay her in accordance with such placement. She will continue to be placed in the BA+30 lane, unless she should attain hereafter additional credits that warrant adjusting her lane placement, and she will be paid in accordance with such placement. For the 2012-13 school year, she will be placed at step 14 in lane BA+30, unless she should attain hereafter additional credits that warrant adjusting her lane placement, and she will be paid in accordance with such placement.
- p. The District and Association agree that, inasmuch as Paola Lewis was “rehired” on or about May 9, 2006 after attaining a Type 03 certificate, she will not be given credit for step purposes for the 2005-06 school year. The District and Association agree that, for the 2012-13 school year, she will be placed at step 14 in lane MA+30, unless she should attain hereafter additional credits that warrant adjusting her lane placement, and she will be paid in accordance with such placement.
- q. The District and Association agree that no action will be taken with respect to the salary schedule placement of the following Teachers who were among those included in the first or second audits (or were otherwise the subject of the claims in the unfair labor practice and/or grievance cases

referred to above), but are no longer employed by the District: Arhum “Amy” Ahmad, Vivianna Barajas, Summer Butler, Brian Caravello, Kimberly Curiale, Jennifer Drummond, Rachel Forester and Tracy Vittorini.

- r. The District and Association agree that no action will be taken with respect to the salary schedule placement of the following Teachers, who were among those included in the first or second audits, and who entered into written agreements with the District resolving any disputes relating to their placement on the salary schedule and any alleged over- or under-payments: Sarah Knight and Adrian Truman.

6. Within ten days of the execution of this Agreement by both parties:

- a. The Association will request in writing of the Executive Director of the IELRB that each of its unfair labor practice charges against the District (IELRB Case Nos. 2011-CA-0003-C, 2011-CA-0100-C, 2012-CA-0011-C, 2012-CA-0015-C & 2012-CA-0063-C) be withdrawn with prejudice and without attorneys’ fees, expenses, or costs, pursuant to this Agreement.
- b. The Association will notify the American Arbitration Association that it is withdrawing with prejudice and without attorneys’ fees, expenses and costs and pursuant to this Agreement, the three grievances referred to above and its demand for arbitration as to each of those grievances.
- c. The District will request in writing of the Executive Director of the IELRB that its unfair labor practice charge against the Association (IELRB Case No. 2011-CB-0007-C) be withdrawn with prejudice and without attorneys’ fees, expenses and costs pursuant to this Agreement.

7. By entering into this Agreement, the District admits no wrongdoing or liability and agrees to enter into this Agreement only for purposes of avoiding the time, expense, and diversion of resources, and resolving this dispute. By entering into this Agreement, the Association does not admit that the District did not engage in the conduct alleged in the charges and grievances referred to above, does not admit that the grievances referred to above were inarbitrable, and agrees to enter into this Agreement only for purposes of avoiding the time, expense, and diversion of resources, and resolving this dispute.

8. The District and Association agree that they have consulted with their respective attorneys in settling this dispute and that they have done so freely and voluntarily. The parties acknowledge that they are legally bound by the terms of this Agreement.

9. This Agreement sets forth all the promises, agreements, conditions and understandings between the District and the Association related to the subject matter hereof, and there are no promises, agreements, or undertakings, either oral or written, expressed or implied, between them other than as herein set forth, provided that this Agreement does not modify any of

the duties or rights under the collective bargaining agreement, except as expressly provided herein.

10. The Agreement shall inure to the benefit of the District and the Association and their agents, representatives, assigns and successors, and shall bind them, their agents, representatives, assigns and successors.

11. Except as otherwise specifically provided herein, if any of the provisions, terms and clauses of this Agreement are declared illegal, unenforceable, or ineffective in a legal forum with competent jurisdiction to do so, those provisions, terms, and clauses shall be deemed severable and all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon the parties hereto.

12. Except as otherwise provided herein, no subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon the parties hereto unless reduced to writing and duly authorized, and signed by each of them.

13. This Agreement may be executed in counterparts, each of which shall be considered an original, and each of which together shall be considered one and the same instrument.

14. The persons signing this Agreement respectively on behalf of the District and the Association are respectively duly authorized to do so.

15. This Agreement is subject to the approval of (a) the District's Board of Education and (b) the Association's Executive Board, and, by their respective duly authorized officers executing this Agreement, the parties respectively acknowledge that the Board of Education and the Association's Executive Board have granted such approval.

[Remainder of this page intentionally left blank]

Agreed:

Board of Education of Maywood-Melrose Park-Broadview School District No. 89

By: _____ Date: _____
President of the Board of Education

Attest:

Secretary of the Board of Education Date: _____

Maywood Education Association, IEA-NEA

By: _____ Date: _____
President of the Association