

**NEGOTIATED AGREEMENT
BOARD OF EDUCATION
BATAVIA EDUCATION ASSOCIATION**

BATAVIA PUBLIC SCHOOLS DISTRICT #101

July 1, 2007
Through
June 30, 2012

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BATAVIA PUBLIC SCHOOLS

PROFESSIONAL COLLABORATIVE COMMITMENT

We, the undersigned, members of the Batavia Education Association, Administration, and the Board of Education acknowledge and celebrate our differences because they enrich our possibilities. We stand united in some deeper purposes and shared beliefs. We believe that a strong and effective school district depends on our ability to work well together, which we further believe is critical for the preservation and improvement of public education in Batavia.

To build our working relationship and create a climate of trust, we pledge to do the following:

- Respect one another
- Actively listen to one another
- Communicate with candor and honesty
- Seek information before reaching conclusions
- Focus on the future and not the past
- Embrace the challenges of the future
- See problems as opportunities to work together
- Recognize and value each other's needs and interests
- Seek consensus whenever possible
- Celebrate our accomplishments
- Recognize and value the dignity, contributions, and responsibilities of each other
- Encourage and support risk-taking
- Build shared vision

We recognize that it is our responsibility to educate new members of the stakeholder groups in the history and culture of our commitment to a collaborative relationship. We will regularly assess our progress in implementing our commitment so that we can continue to better live up to the spirit of this agreement.

ARTICLE 1.0 INTRODUCTION

The Board of Education of Batavia Community Unit School District No. 101 (hereinafter referred to as the "Board") and Batavia Education Association, IEA-NEA (hereinafter referred to as the "Association") on behalf of the Bargaining Unit members, enter into this agreement.

ARTICLE 2.0 RECOGNITION

The Board agrees to recognize the Association as the sole and exclusive collective bargaining agent for all contractually certified employees in all matters pertaining to collective bargaining responsibilities for the Batavia School District. These employees, hereinafter, shall be referred to as "employees" or "teachers". The Superintendent, Central Office Administrative Personnel, Deans, Psychologists and those persons holding administrative or supervisory certificates or endorsements, as specified by the State Teachers' Certification Board, and who are employed greater than half-time by the district in an administrative or supervisory position requiring an administrative or supervisory certificate shall not be considered part of the Bargaining Unit.

ARTICLE 3.0 RESPONSIBILITIES OF THE BOARD AND ASSOCIATION

3.01 NON-DISCRIMINATION

The Board undertakes and agrees that it will not discriminate against any teacher with respect to salaries, economic fringe benefits, and/or grievance judgments, included in this Agreement, for any reason of his/her membership or activity in the Association.

3.02 ASSOCIATION BULLETIN BOARDS

The Association will continue to provide bulletin boards for Association use in each building. Where feasible, bulletin boards will be placed in close proximity to the teachers' mailboxes. The Association may continue to use teachers' mailboxes and the inter-school mail service for the purpose of communications, provided such use does not interfere with School District Business. General communications are to be identified by the local Association and copies of all Association-authorized materials so distributed shall be furnished to the Building Principal. Only Association officers may authorize and identify these communications.

3.03 MEMBERSHIP MEETINGS IN DISTRICT FACILITIES

The Association shall have the right to hold general membership meetings in District facilities provided said meetings are scheduled in advance through the Superintendent's office in an effort to avoid conflicts with other school events. Once scheduled, Association meetings shall take precedence over committee meetings and no member of the Bargaining Unit shall be prevented from attending by reason of administrative requests, except that emergency parent and/or student matters will take precedence over Association meetings. General membership meetings shall be scheduled each quarter during the school term.

3.04 ASSOCIATION BUSINESS AT FACULTY MEETINGS AND DISTRIBUTION OF ASSOCIATION MATERIALS IN SCHOOL

The Association shall not use faculty meeting time for Association business, unless otherwise approved by the Building Principal. Distribution of Association materials in the presence of pupils must be avoided unless prior approval has been given by the Superintendent's office.

3.05 MEETING WITH EMPLOYEES ON SCHOOL TIME

Association matters shall be conducted outside the normal teaching day, unless otherwise approved by the Building Principal or prior approval has been given by the Superintendent's office. However, the Association, through its authorized agents, may meet with school employees in the school building during non-assigned times provided notification to the principal's office has occurred prior to the meeting.

3.06 EXCHANGE OF DISTRICT INFORMATION

Within a reasonable time after a written request is received by the Superintendent, the Association shall be furnished with all regularly and routinely prepared public information concerning the operational, financial and educational status of the District. Additionally, minutes of all School Board meetings shall be made available by the Superintendent's office at the earliest possible convenience. The minutes and agendas of Board meetings should be distributed to each school for posting in the teachers' workroom. Finally, the Association President will receive one copy of all Board meeting materials, which are available to the public.

3.07 EXCHANGE OF NON-CONFIDENTIAL CURRICULUM INFORMATION

Non-confidential curriculum development information for enhancing educational programs being developed by teachers shall be made available upon reasonable written request to the Superintendent by the Association President.

3.08 PERSONNEL RECORDS

3.08.01 DEFINITION AND LOCATION OF RECORDS

A master file of all materials relating to a teacher shall exist at the District Personnel office.

3.08.02 AVAILABILITY FOR TEACHER REVIEW

All materials placed in the teacher's file and originating with the School District shall be available to the teacher at his or her request for inspection, except where provided in paragraph 3.08.04 below, in the presence of the person(s) responsible for keeping the file. Given reasonable advance request to review the file, the employee shall do so during normal business hours and may be accompanied at such review by a representative of his/her choice. Nothing can be permanently removed from the personnel file except with the consent of the Board.

3.08.03 NEGATIVE PERFORMANCE REPORTS

No material critical of the performance of a teacher may be placed in his/her file without first giving a copy to him/her. The teacher shall initial the file copy to show receipt thereof. The teacher shall have the right to answer any material filed, and his/her answer shall be submitted to the Principal and forwarded to the District Personnel Office. Any such answer shall be submitted to the Principal within ten (10) school days of receipt by the teacher of the material being answered or being seen as part of a personnel file review. All answers not timely filed within the ten (10) school day period noted above, will be precluded from becoming a part of a teacher's personnel file.

3.08.04 CONFIDENTIAL MATERIAL NOT SUBJECT TO REVIEW

No teacher shall have the right to inspect any personnel record information which is covered by the exceptions listed in Section 10 of the Illinois Personnel Record Review Act.

3.08.05 TEACHER INITIATED PERSONNEL REPORTS

Teachers shall have the right to make a written request to their Building Principal that pertinent material(s) be placed in their personnel file. After such a request is made, the Principal, in consultation with the Human Resources Director, may place the requested material in the teacher's file. The District Personnel Officer shall notify the teacher if his/her request is denied.

3.08.06 IDENTIFICATION OF FILE DOCUMENTS

Documents which originate within the school system and which are to be placed in the teacher's personnel file shall provide the following notation on the first or the last page of the documents: cc. Personnel File. Failure of the District to put that notation on such documents shall not affect the admissibility of the documents in any proceeding.

3.08.07 DISCIPLINARY MATERIAL

Negative material directly related to discipline or re-employment shall not be placed in an employee's personnel file unless the teacher is provided a copy and has a conference with the administrator initiating the negative material. If the Board determines that it is in the best interests of the District to do so, the Board may expunge from a teacher's personnel file those disciplinary reports, letters of reprimand, records of disciplinary action or performance evaluations which are more than six (6) years old. A teacher who wishes to have material expunged from his/her personnel file shall file a written request to the Board. Any complaint arising out of the application or interpretation of this Article is not subject to the grievance procedure beyond the Board step and may not be taken to arbitration.

3.08.08 ACADEMIC PROTECTION

Teachers shall have the support of the Board should any challenge from parents or non-school related groups arise concerning the instructional merits of the approved school curriculum.

3.08.09 PARENT COMPLAINTS

Whenever possible, a complaint should be reported to the staff member involved in the complaint.

When any administrator deems a parental complaint serious enough to warrant possible disciplinary action against an employee, the employee shall be informed of the complaint as soon as possible, but in no case later than five (5) working days after receipt of the complaint. Board members shall be encouraged to refer complaints to the appropriate administrator.

Unless the administration determines the necessity to protect the welfare of students, no action is to be taken pursuant to such a complaint, until the employee has been informed and has had up to five (5) working days to respond. Within five (5) days thereafter a meeting may occur between the employee and the appropriate administrator. The employee has the right to request that the complainant be present at the meeting. Additional administrators and/or personnel may also attend if they are deemed helpful to the resolution of the alleged problem. Teachers retain the right to union representation at any stage in this process.

Should any written record, evaluation, or reprimand result from such a complaint, the employee has the right to attach written comments thereto.

The timelines indicated above shall be extended for days an employee is absent or unavailable, or by an emergency.

3.08.10 PROGRESSIVE DISCIPLINE / SUSPENSION

The Board and the Association recognize the importance of maintaining due process and human rights of all employees. The Board and the Association recognize the desirability of establishing and utilizing a system of progressive discipline. Progressive discipline shall be defined as oral warning; written warnings; suspension with pay; suspension without pay; and dismissal.

Fact-finding will be done as expediently as possible by the Administration. The Administration shall inform the employee of the results within ten (10) working days beginning with the school day following the day that the employee was informed of the possible disciplinary action. A working day is defined as a day that the District Office is open.

When, after fact-finding, charges against an employee are deemed as unfounded, the employee will be notified in writing within 2 working days. If the results of the fact-finding have merit, the teacher will have a hearing with the appropriate administrator within two working days.

The written decision of the Administrator will be sent to the teacher in writing within five (5) working days.

A teacher may write a response to the disciplinary action taken to be placed in the employee file.

When an employee is required to appear before the Superintendent concerning a matter which is disciplinary in nature or which could adversely affect the employee, he/she shall be given at least 24 hours prior written notice.

Procedures for the placement of written material in the employee's personnel file will follow Article 3.08.03 of this agreement.

Nothing herein shall limit the authority of the Board of Education to issue a notice to remedy, suspend in connection with a dismissal proceeding, or dismiss a teacher.

3.09 INSTITUTE PLANNING FOR PROFESSIONAL STAFF

The Association and the Board agree that in-service and institute opportunities are vital to the continued growth of professional educators. Both parties agree that the Professional Growth / Staff Development Committee shall be charged with providing that, in anticipation of presenting, a staff member will have an understanding of the following:

1. Reasonable expectation for teacher participation as presenters when applicable.
2. Time allotments that ensure ample preparation for staff presentations.
3. Frequency of an individual's preparation for presentations will be considered.
4. Support for staff preparation of presentations, which may include release time for planning at the discretion of the Professional Growth Committee. The Professional Growth Committee will determine professional growth credit or other compensation.
5. An employee may refuse a request to present.

Committee membership on the Staff Development / Professional Growth Committee shall be designated in the Staff Development / Professional Growth Plan.

The Professional Growth/Staff Development Committee will be convened by the Superintendent or designee at the time the school calendar is created to plan the institute days for the following year. The Committee will attempt to develop a multi-year plan. Information concerning topics, speakers, and connections to District goals regarding the institute days will be sent to Association members no later than August 1.

ARTICLE 4.0 MANAGEMENT'S RIGHTS

All authority and duty vested in the Board by law, including the determination and administration of school policy, the operation and management of the schools and the direction of employees, shall remain vested exclusively in the Board or the Board's duly authorized administrators, except to the extent expressly and specifically limited by this Agreement.

ARTICLE 5.0 NO STRIKE CLAUSE

During the term of this Agreement or during any mutually agreeable extension of the terms of this Agreement, neither the Association or the Board, nor its agents nor any employee for any reason will authorize, institute, aid, condone or engage in a slowdown or work stoppage which would result in the interference with the work and statutory functions or obligations of the Board. The Association and the Board agree to notify all local officers and representatives of their obligations and responsibilities for maintaining compliance with this Article.

ARTICLE 6.0 PROCEDURE FOR COLLECTIVE BARGAINING

6.01 GOOD FAITH BARGAINING

Good faith negotiations are the responsibilities of both the Board and the Association. Negotiations shall be conducted by duly designated representatives of both parties realizing that good faith negotiations require a sincere and honest effort to reach agreement, but it does not require one to compromise principle in order to arrive at agreement on any items or at any cost.

6.02 NOTICE OF READINESS TO NEGOTIATE

Either the Association or the Board may initiate negotiations by delivery of written notice indicating readiness to negotiate. Within sixty (60) days thereafter, collective bargaining shall commence, but in any event no earlier than February 15, and no later than May 15, of the last year of the agreement.

6.03 COMPOSITION OF NEGOTIATION TEAMS/POWER TO NEGOTIATE

The Association bargaining team shall consist of not less than four (4) members of the Association selected by the Association and the Board bargaining team shall consist of not less than four (4) people selected by the Board. It is the mutual responsibility of the Board and Association to confer upon their respective representatives the necessary power and authority to reach a tentative agreement. It is recognized that no final agreement between the Board and Association may be executed without ratification by the Board and Association.

6.04 OBSERVERS

Both the Association and the Board may designate two (2) observers from their membership or staff employed for advising the operations of either party. These observers may attend negotiation sessions and participate in caucuses, but will not participate in the discussions at the table.

6.05 RECORDERS

Both parties may designate one (1) non-participating member as described above to record minutes for their respective team. This person is in addition to the two (2) observers from each team's membership.

6.06 CLOSED MEETINGS

All collective bargaining sessions shall be closed meetings as provided for in the Open Meetings Act.

6.07 RATIFICATION PROCESS

When the Association and Board have reached tentative agreement on all matters being negotiated, they will be reduced to writing and be submitted to the membership of the Association and the Board of Education for ratification as follows:

6.07.01 COMPLETION OF FINAL REPORT

At the conclusion of negotiations, a complete final report of all tentatively agreed upon items shall be prepared by the Association. This final report will be initialed by the chief negotiators for each party before it is presented for discussion by either party.

6.07.02 RATIFICATION/REJECTION BY ASSOCIATION

After being initialed, the Agreement will be discussed by the Association's membership and the tentative Agreement's ratification or rejection will be completed prior to the Board formally acting on the tentative agreement. The ratification process shall not exceed ten (10) calendar days from the date of completion of the final report.

6.07.03 NOTIFICATION OF ACCEPTANCE/REJECTION

Each party shall promptly notify the other of its acceptance or rejection of the tentative agreement. Once the tentative agreement has been approved by both parties, the Association President and designated Board representative will sign the Agreement and, upon signature by both parties, the Agreement shall be effective according to its terms.

6.08 IMPASSE ADVISORS

At impasse, either team may add one additional member who does not meet the criteria in 6.03 above.

6.09 IMPASSE PROCEDURE

When the Association and the Board reach impasse on all matters being negotiated, the procedures required in section twelve (12) of the Illinois Education Labor Relations Act shall be followed.

ARTICLE 7.0 GRIEVANCE PROCEDURE

7.01 DEFINITION

A grievance is defined as a written claim by the Association, a teacher, or a group of teachers that there has been a violation, misinterpretation or misapplication of a specific provision of the Agreement.

7.02 FORM AND CONTENT OF GRIEVANCES

Each grievance must state the specific provision of the Agreement alleged to have been violated, and the facts upon which the grievant relies to establish the alleged violation. The grievance must be submitted on the grievance form that was mutually agreed upon prior to 1993. The grievant may acquire the necessary form from his/her BEA building representative. Grievances may not be modified after submission at Step 1 without the mutual agreement of the parties.

The purpose of this procedure is to clarify channels of communication under provisions of the contract and to resolve any differences with respect to the interpretation of such provisions.

7.03 HEARINGS AND CONFERENCES

Hearings or conferences will be held, whenever possible, after regular school hours or during non-teaching time of staff involved. However, an administrator may wish to discuss a grievance during school hours, in which case all employees, whose presence is required, shall be excused, with pay, for that purpose. Investigation or processing of any grievance by a grieving teacher shall be conducted without interference or interruption of instructional programs.

7.04 TIME LIMITS

Time limits in this Article shall be noted as working days. A working day is defined as a day when the District office is open. The time limits and procedures for grievance processing must be strictly followed. No grievance shall be processed or entertained unless it is filed within twenty-one (21) working days after the occurrence of the event-giving rise to the grievance. Failure of the administration or Board to act in a timely manner shall permit the grievant to proceed to the next step. Any grievance not appealed after denial by the administration or Board shall bar later filing of the same or substantially same grievance.

7.05 CLASS GRIEVANCES

Class grievances involving identical issues and two (2) or more teachers may be filed by the Association at Step 2.

7.06 GRIEVANCE PROCESSING

The Board acknowledges the right and responsibility of the Association's grievance representatives to participate in the processing of a grievance.

7.07 ASSOCIATION REPRESENTATION

Should a teacher choose to represent himself/herself, the Association's representative has the option to be present as an observer at all hearings and shall receive a copy of the grievance and decisions.

7.08 GRIEVANCE DOCUMENTS

All documents, communications and records dealing with the processing of a grievance shall be filed in the office of the Superintendent separately from the personnel files of the participant.

7.09 GRIEVANCE WITHDRAWAL

A grievance may be withdrawn at any level.

7.10 GRIEVANCE STEPS

The parties hereto acknowledge that it is most desirable for a teacher and his/her immediate supervisor to resolve problems through free and informal discussion. Therefore, an attempt shall be made to resolve any grievance through an informal discussion between the grievant and the administrator whose action(s) gave rise to the grievance.

7.10.01 STEP ONE (1)

The grievant shall file his/her grievance in writing with the Building Principal or designee within twenty-one (21) working days of the occurrence of the event giving rise to the grievance. The Building Principal or designee shall hold a conference with the grievant within five (5) working days after the grievance is filed and a written decision shall be rendered by the Building Principal or designee within five (5) working days after the conference.

7.10.02 STEP TWO (2)

If a grievance cannot be resolved at the first step, Step One (1), the grievant may present a written grievance appeal to the Superintendent or designee within ten (10) working days after receipt of the decision at Step One. The Superintendent or designee shall hold a conference within ten (10) working days after the receipt of the appeal and a written decision shall be rendered by the Superintendent or designee within five (5) working days after the conference.

7.10.03 STEP THREE (3)

If a grievance cannot be resolved at Step Two (2), the grievant may present a written grievance appeal to the Board of Education by filing same with the Superintendent within five (5) working days after receipt of the decision at Step Two (2). The Board of Education shall consider the grievance within fifteen (15) working days of the date of receipt of the appeal by the Superintendent. The grievant may present a written statement of the grievance to the Board or may request an oral hearing which will be granted at the discretion of the Board. If granted, the hearing will be conducted by the full Board or, at the discretion of the Board, by a sub-committee of the Board. The Board shall render its decision in writing, with a copy to the Association, within five (5) working days after the meeting at which the grievance is considered.

7.10.04 STEP FOUR (4)

In the event the grievant is not satisfied with the disposition of the grievance at step 3, the grievance may be submitted by the Association to binding arbitration within ten (10) working days after receipt of the Board's answer at step 3. The parties shall attempt to agree upon an arbitrator within ten (10) working days after the receipt of the notice of referral to arbitration. In the event the parties are unable to agree upon an arbitrator within the ten (10) working day period, the parties shall request an arbitrator from the American Arbitration Association. The selection of the arbitrator shall follow the voluntary labor arbitrator selection procedures set forth by the American Arbitration Association. The arbitrator shall not vary from the provisions of the agreement. The arbitrator shall consider and decide only the specific issues raised in the written grievance and the replies thereto and shall have no authority to make any decisions or recommendations on any other issue not so raised. The arbitrator's decision shall be based solely upon interpretation of the specific terms of this agreement or the applications of the specific terms of this agreement based on past practice and the facts presented. The fees of the arbitrator, and the cost of attendance of a court reporter if requested by either party, shall be split between the parties. All other costs shall be borne by the party incurring the cost unless otherwise mutually agreed.

ARTICLE 8.0 CONDITIONS OF EMPLOYMENT

8.01 NOTIFICATION OF ASSIGNMENT

Each teacher will be notified of his/her teaching assignment for the upcoming year no later than the 1st of June. In the event that changes of a permanent or indefinite nature are made in such assignments after notification, the person affected shall be notified in writing by personal delivery or by certified mail and a copy of the notification will be sent to the Association President. If the teacher chooses to respond to this change in assignment due to professional concerns that might arise, he/she may request, within five (5) days of receipt of the notice by personal delivery or of mailing by certified mail, a meeting with his/her principal prior to the implementation of the new assignment.

8.02 VACANCIES IN ADMINISTRATIVE OR SUPERVISORY POSITIONS

All vacancies in administrative or certified supervisory positions caused by death, retirement, discharge, resignation or the creation of a new administrative or supervisory position shall be publicized to teachers and applications solicited pursuant to the following procedure:

8.02.01 POSTING OF WRITTEN NOTICE

Such vacancies shall be publicized to faculty by posting a written notice at each school site within one (1) week after the vacancy has been acted upon by the Board, and at least seven (7) days in advance of the date of permanently filling such vacancy.

8.02.02 SCOPE OF WRITTEN NOTICE

The notice of vacancy shall set forth a summary of the qualifications of the job, salary range, location of the vacancy and requirements for application.

8.02.03 APPLICATION PROCEDURE

Teachers, who desire to apply for such vacancies, shall file their applications, in writing, with the Superintendent within the time limits specified in the notice.

8.02.04 NOTIFICATION OF VACANCIES AFTER THE CLOSE OF THE SCHOOL YEAR

If any vacancies occur after the close of the regular school term and before the opening of the next regular school term, notice of any vacancies will be mailed to teachers who provide a self-addressed stamped envelope to the Building Principal prior to final teacher checkout for the purpose of receiving such notification.

8.02.05 COPIES OF VACANCIES

Copies of all vacancies shall be forwarded to the Association President.

8.03 TRANSFERS

Transfer of teachers from one building to another shall be made by the Superintendent or designee and the building Principal pursuant to the following procedure:

8.03.01 VOLUNTARY TRANSFERS

Requests for transfers shall be made, in writing, to the Superintendent by the teacher on or before March 1 or after vacancy notifications are posted. Such requests shall indicate the transfer desired. Such requests shall represent consent only to transfer to the specific building and grade level or subject area requested. Request for transfer must be made yearly.

8.03.02 SUPERINTENDENT'S DUTY

The Superintendent will give consideration to the preference requested. If a transfer is denied, the teacher may request, within five (5) days of notification, a conference with the Superintendent or designee to discuss the matter. The notification of denial will be made known in writing.

8.03.03 INVOLUNTARY TRANSFER

The parties recognize that, in order to meet the staffing needs of the District, it may be necessary to transfer a teacher involuntarily. An involuntary transfer is the assignment of a member of the Bargaining Unit, without the agreement of that person, to a school different from that person's present assignment. No involuntary transfer shall be made without the immediate notification of the teacher. He/she shall be considered for future vacancies for which he/she is qualified provided the teacher makes a request in accordance with section 8.03.01. If the district decides that an involuntary transfer is necessary, then:

1. The Principal of the building in which the transfer is to occur shall ask for volunteers from the affected school first.
2. The Board shall consider transferring a volunteer.
3. Should there be no volunteers, the teacher with the least number of years of service to this District shall be considered for involuntary transfer.

If any employee's supervisory assignment or instructional assignment is changed, the employee shall be notified in advance of the effective date of the change. The employee may discuss at the time of notification, or request, within five (5) days of notification, a conference to discuss professional concerns regarding the change. Instructional assignment includes a grade level change.

8.04 VACANCIES IN CLASSROOM OR EXTRACURRICULAR ACTIVITIES

All classroom instructional vacancies and extracurricular vacancies for the next school term known by the Board shall be publicized to teachers by written posting by May 1st. Teachers will have seven working days from the date of the posting to notify the District office in writing of their desire to be considered for the appointment.

8.04.01 POSTING OF WRITTEN NOTICE

Such vacancies shall be publicized by posting a written notice at each school site, preferably on the faculty bulletin board. Notice of this vacancy may be withheld upon the request of a resigning teacher until the Board has accepted the resignation.

8.04.02 SCOPE OF WRITTEN NOTICE

The notice of vacancy shall summarize the qualifications necessary to fill the vacancy.

8.04.03 APPLICATION PROCEDURE

Teachers who desire to apply for such vacancies shall file their applications, in writing, with the Superintendent within seven (7) days of posting.

8.04.04 SUPERINTENDENT'S DUTY

The Superintendent will give consideration to the preference requested. If an application is denied, the denial will be made known in writing and the teacher may request, within five (5) working days of the notification, a conference with the Superintendent or designee to discuss the matter.

8.05 WORK SCHEDULE AND TEACHING ASSIGNMENTS

8.05.01 INSTRUCTIONAL DAY

The regular work day for teachers will begin 20 minutes before and end 20 minutes after the student attendance times, except on days when a teacher has a supervisory assignment or a professional responsibility.

Student contact time for an elementary teacher will not exceed 307 minutes per regular student day when averaged over a regular school week. Effective at the start of the 2008-9 school year, each full-time elementary teacher (grades Full Day K-5) will receive 270 minutes of planning time per regular work week scheduled in daily increments of no less than thirty (30) minutes during the regular student day. Full-time itinerant elementary teachers will receive the same amount of lunch, plan and contact time that other elementary teachers are assigned. Full time itinerant teachers shared between elementary and the middle or high schools will have no more than the 307 minutes of contact time, and no less than the 270 minutes of planning time, as set forth above, at the home school.

Full time elementary teachers (grades Full Day K-5), who set their own student contact schedules (e.g. social workers, psychologists, speech/language pathologists, librarians, etc.) shall self-schedule their own daily plan time consistent with the requirements above.

Elementary team plan time is valued and will continue, but it is not required on a weekly basis. The scheduling of the team plan time will be dictated by the needs of the team in consultation with the principal.

8.05.02 SCHOOL CALENDAR

Not later than the end of January and at least 30 days prior to formal board action, the Superintendent or designee will meet with the President or representative of the Association to discuss calendar alternatives for the coming year. The school calendar will contain a total of 186 workdays for certified staff. The 10 non-student attendance days shall consist of 4 teacher directed workdays, 1 county institute day, 4 institute days, and the equivalent of one day which will consist of 6 in-service hours scheduled throughout the school year outside of the regular school day to address district initiatives. The 4 teacher work days will be scheduled at the end of each quarter, or as close to the end of the quarter as possible.

8.05.03 LAST DAY OF ATTENDANCE

The last day of the school year will be a teacher workday of four (4) hours, beginning at 8 a.m. and ending at 12:00 noon. Faculty gatherings on that day that are social in nature, such as luncheons, are not included in the four (4) hours of the workday and are not mandatory.

8.05.05 EARLY DEPARTURE

Teachers may leave fifteen (15) minutes after the release of students on Fridays and on the day before a holiday.

8.05.06 EVENING RESPONSIBILITIES

When all teachers in a particular building or within a building or department return to the building for planned evening activities or meetings, i.e. curriculum night, open houses, departure for those teachers will be the same as in paragraph 8.05.05.

8.05.07 RELEASE TIME

8.05.07.01 RELEASE TIME FOR THE ASSOCIATION

The President of the Association or the designee of that officer shall receive fully paid release time for Association business not to exceed thirty five (35) days in any given school year. These days will in no way affect the sick leave or personal leave previously assigned under the terms of this agreement.

The Association shall reimburse the Board for the cost of a substitute for the chief executive officer or designee for those days so used.

The BEA President has the discretion to assign the equivalent of 23 days from the allotment listed above for conducting association business. The scheduling of association business will be arranged between the BEA President and the appropriate building principal. These days will be used in reasonable increments to fit the building schedule of the President.

In a negotiations year and as authorized by the Board, the Board agrees to pay the cost of joint training for Interest Based Bargaining.

The administration will attempt to assign to the Association President the following:

- High school level: he/she will be scheduled for a “c” lunch and scheduled for planning during the last block of the day
- Middle school level: he/she to be released from a supervision duty
- Elementary level: to have his/her planning during the period that constitutes the beginning of the student day

8.05.07.02 DUTY FREE LUNCH

All teachers whose duties require attendance at a school in District #101 for four (4) or more clock hours shall be entitled to a duty free lunch period not less than thirty (30) minutes in length.

8.05.08 INCLUSION

Both parties recognize the extent to which any individual student with disabilities should participate in regular education programs must be appropriate to that student's unique needs as determined by the Individualized Education Program. (IEP).

Further, it is agreed that a two-tiered committee structure will be established. A District Inclusion Advisory Committee shall meet regularly, not less than four times a year, to review issues surrounding the inclusion program, develop inclusion philosophy, study and/or consider District policy, review conditions affecting working conditions, assist in determining how necessary preservice and inservice training will be delivered to

Bargaining Unit members, and will submit an annual report that may or may not include recommendations to the Board of Education. The report will be presented to the Superintendent and BEA President at a joint meeting prior to being submitted to the Board of Education. Additional meetings beyond the minimum of four shall be at the call of the Chair.

The administration and Association leadership will determine individual staff assignments to the Inclusion Advisory Committee. At a minimum, the Committee shall be composed of a regular education teacher representative from each building, representatives from Pupil Personnel Services, Special Education staff, administration and a parent. The Inclusion Advisory Committee shall be chaired by the Director of Student Services or his/her designee. Teachers who serve on this Committee shall be compensated in accordance with Article 8.12.02 of this Agreement.

At the building level, upon the establishment of a IEP for a student who is included, a Building Implementation Team (BIT) will be formed. The team will meet to discuss and make recommendations to the Director of Student Services concerning how the specific services are to be delivered, when collaborative planning time will occur, and, in collaboration with the Inclusion Advisory Committee, how necessary training will be provided.

The Director of Student Services, or his/her designee, will develop criteria to be used in determining the appropriateness for a BIT. These written criteria will be reviewed and revised as needed and disseminated to all appropriate staff members on an annual basis by the Inclusion Advisory Committee.

The administration will determine individual BIT assignments based upon the student's IEP needs and notify individual teachers of this assignment. All BIT participants will be compensated. Each BIT will have representation from affected regular education and special education faculty, and may have representation from administration, parents and other support service staff.

In the event that an inclusion student is not recommended for a BI Team meeting, provisions for an appeal of that decision are as follows:

The teacher will meet with the assigned inclusion facilitator to discuss the need for a BIT meeting for that student. The teacher will present a written appeal to a building administrator describing his or her rationale for a BIT meeting. This rationale shall include, but is not limited to, documentation of modifications, adaptations, accommodations and additional planning meetings to address the student's IEP needs.

Upon the receipt of the appeal from the teacher, the building principal and or designee shall hold a conference with the teacher and assigned inclusion facilitator within five (5) working days.

A written decision shall be rendered by the building principal and/or designee within five (5) days after the conference.

Teachers serving on the BIT will be compensated at the appropriate committee level, based upon the number of meetings.

Teachers and any aides involved with students being included shall be provided with training designed to adequately prepare them for their teaching roles. This training may be scheduled before and/or after the student attendance day. Training will focus on the academic, behavioral, emotional and physical needs specific to the child and to the assignment of the teachers and the aides. Training will occur within five (5) days prior to the student's first day in class, unless the teachers are notified within the five (5) day period of the reasons training will not begin within that time and the date by which training will begin. Training includes sharing educationally relevant information in possession of the District prior to receipt of the child's IEP, Transition Plan, or other educational plan.

8.05.09 VITAL ADDITIONAL DUTIES

The Board and Association agree that the assignments beyond regular class duties and special services are essential and vital to the successful operation of a school program. Annually, each Principal and the School

Improvement Team will jointly determine the list of vital additional duties to be performed and will develop a schedule to staff such duties. Volunteers will be sought to cover such duties. In the event volunteers are unavailable in numbers adequate to cover the duties, the Principal will assign the duties on a rotating basis. A copy of each list of duties and the schedule for coverage will be provided for review to the Superintendent and the BEA President.

8.05.10 TEACHER PREPARATION

During a teacher's preparation period, the teacher will have no other assignment except in an emergency situation. It is recognized that the preparation period is a scheduled part of the teacher's workday, and the teacher is expected to be in his/her respective building. If the teacher must leave the building during his/her preparation period, the building administrator or designee shall be notified and approval obtained. If the teacher leaves the building during his/her duty-free lunch period, the building administrator or designee shall be notified.

8.05.11 REIMBURSEMENT FOR PLANNING PERIODS

Should a teacher substitute during a preparation period, the teacher shall be compensated at the applicable rate for internal substitutes.

8.05.11.01 INTERNAL SUBSTITUTION

When a teacher is taken from his/her classroom duties because of an emergency, the building administrator will have thirty (30) minutes to implement a plan to replace the teacher who is called away. Teachers who must substitute for this first thirty (30) minutes will not be eligible for Internal Substitution pay. Any teacher who has to internally substitute after the first thirty (30) minutes will be compensated according to section 8.09 of this agreement.

No teacher shall be required to substitute for emergency absences more than once a school year without pay. When a teacher substitutes for emergency absences, the principal, or designee, shall fill out the Short Term Absence Form and give one copy to the substituting teacher and send one copy to the central office.

The Board and the BEA agree that Association members may substitute internally for certified personnel. In the event that classified positions are vacant, association members will not be required to substitute for these positions.

8.05.12 CLASS SIZE

8.05.12.01 INSTRUCTIONAL CAPACITY

The Administration will attempt to adhere to the following pupil-teacher ratio guidelines excluding band, orchestra and chorus classes:

- | | | |
|----|---|---|
| 1. | Grades K-2: | 22 Pupils/Teacher |
| 2. | Grades 3-5: | 26 Pupils/Teacher |
| 3. | Grades 6-12: | 30 Pupils/Teacher |
| 4. | Physical Education Classes | 40 Pupils/Teacher on average per building |
| 5. | Classes requiring lab or workstations will not be enrolled over the number of lab or work stations available—Such classes include: science, industrial technology, computer, art, family and consumer sciences.
Any teacher whose: | |

- a. class exceeds the guidelines or
- b. class composition creates extraordinary educational needs or
- c. classroom physical environment creates extraordinary educational needs
will work together with the building principal to request relief.

Examples of relief may include but are not limited to: release time, stipend, classroom aide, relief from extra duties, clerical support, change of class composition.

If the principal and teacher(s) cannot reach a mutually agreed upon plan for relief or the mutually agreed upon plan is denied by district administration, the teacher(s) may submit a written request to the Superintendent, who will convene the class size review committee. The request must include:

1. Statement of the problem/description of concern
2. Type of relief requested
3. Rationale for relief substantiated with data
4. Educational benefit of the relief

8.05.12.02 CLASS SIZE REVIEW COMMITTEE

The class size review committee will consist of eight members. The BEA will identify four members representing all educational levels. The Superintendent will be a member of the committee and will identify three other administrative representatives. The committee will convene and reach consensus within 10 school days of receiving the request. Release time or compensation will be provided.

Decisions requiring the expenditure of funds will require approval by the Board of Education.

Decisions granting or denying relief are not subject to the grievance procedure.

8.05.13 SUPERVISION OF STUDENT TEACHERS

8.05.13.01 NO REQUIREMENT

No teacher will be required to accept the responsibility of supervising student teachers. However, teachers are encouraged to volunteer to do so from time to time in the best interest of the teaching profession.

8.05.13.02 RESTRICTIONS

Unless a teacher volunteers to do so, no teacher will have the responsibility for any more than one (1) full-time student teacher or two (2) part-time student teachers in any one (1) school year.

8.05.14 SAFE WORKING CONDITIONS

8.05.14.01 PHYSICAL ENVIRONMENT

The Board recognizes the need to provide a safe working environment. Employees who encounter conditions which are likely to endanger health or safety shall promptly report the condition to their supervisor or Building Principal using the Physical Environment Incident Report. The supervisor or Building Principal shall promptly investigate or cause to be investigated the condition giving rise to the report. If the condition is determined to endanger health or safety, the administrator shall initiate a remedy or cause a remedy to be initiated.

8.05.15 EQUAL TIME

All elementary schools in the District (grades K-5) shall be provided with equal time from itinerant teachers for the following special activities: physical education, art, music, and foreign language, subject to reasonable schedule variations.

8.05.16 PARENT-TEACHER CONFERENCES

Unless otherwise agreed by the Board and the BEA, all teachers will be given 1-1/2 days release time in the second quarter and 1/2 day release time in the third quarter for parent-teacher conferences.

8.05.17 PARENT COMMITTEES

Committees formed and sanctioned by the Board involving Board, parent, teacher and administrative members, meeting to discuss policies pertaining to student activities, school handbooks or policies and curriculum recommendations will seek concurrence with the committee recommendation, if any, from the teacher members of the committee. Additional committees comprised of parents, Board members and administrators that make recommendations which directly impact a teacher's working conditions will have teacher representation.

8.06 SALARY SCHEDULE PLACEMENT

8.06.01 SCALE IC

In some instances, those members of the Bargaining Unit who are on Scale IC (BA + 24) of the salary schedule and do not have a planned Master's program in progress may present to the Superintendent additional graduate hours for evaluation to be considered for advancement on the salary schedule to step BA + 36. In no instance, however, will there be any advancement beyond step BA + 36 without a Master's degree.

8.06.02 MILITARY CREDIT

Full credit for military service will be given, up to a maximum of three (3) years, for those qualified for a Teacher's Certificate at the time of induction. The individual must enter the teaching profession within one (1) calendar year following his/her discharge. This policy is effective as of August 1, 1969, and supersedes all other credit for military service policies.

8.06.03 CREDIT - SALARY SCHEDULE

Members of the Bargaining Unit being hired will be allowed a minimum of 1/2 credit for prior experience in determining placement on the salary schedule.

8.06.04 PER DIEM PAYMENTS

Per Diem payments for any given year will take effect on July 1. Per diem rates are calculated by dividing the annual base salary as listed on the negotiated salary schedule by 186 days.

8.06.06 MASTER TEACHER CERTIFICATION INCENTIVE

If a member of the bargaining unit attains the certification of Master Teacher as outlined in the Illinois School Code, the District will reimburse the individual for the cost of attaining the certification.

For the period of time that the individual holds the certification the following compensation schedule will be applied:

<u>Beginning of the Year</u>	<u>End of the Year</u>
	Year 1-\$1,000
	Year 2-\$1,000
Year 3-\$1,000	Year 3-\$1,000
	Year 4-\$1,000
Year 5-\$1,000	Year 5-\$1,000
	Year 6-\$1,000
Year 7-\$1,000	Year 7-\$1,000
	Year 8-\$1,000
Year 9-\$1,000	Year 9-\$1,000
	Year 10-\$1,000
	Year 11-\$1,000

8.07 BOARD SHELTERED RETIREMENT

The Board shall pay the teacher's contribution to the Illinois Teachers' Retirement System, which shall be deducted from each member of the Association's salary before taxes are computed.

8.07.01.01 ELIGIBILITY

A retirement program shall be available for the duration of this Agreement for the teachers who meet all of the following eligibility criteria:

1. Completed at least 15 years of full time teacher service (or the equivalent thereof) in the District; and
2. Are considered by the Illinois Teacher's Retirement System (TRS) to be age 55 on the date of the teacher's retirement; and
3. Have filed for participation in the retirement program of TRS with a retirement date no later than June 30, 2012, provided, however, that this retirement program shall not be available to any teacher whose retirement requires the District to make an employer/Board contribution or payment of any kind to TRS. For example, a teacher may participate in the Modified Early Retirement Option, or this District program, but not both; and
4. Submitted a Letter of Intent to Retire as required below.

8.07.01.02 PROCEDURES

In order to be eligible to participate in this retirement program, a teacher must submit an irrevocable letter of intent to retire to the Superintendent, setting forth a retirement date at the end of a school year not later than June 30, 2012. This letter of intent to retire must be received by the Superintendent during the month of April in either 2008 or 2009. Participating teachers who elect to retire under the provisions of this program will receive only the benefits of this program, and will not be entitled to receive any benefits under any retirement program negotiated in a successor bargaining agreement.

8.07.01.03 BENEFIT

A. Stipend

As a voluntary retirement benefit for bargaining unit members who qualify as provided above, the Board agrees to increase the teacher's TRS creditable earnings by 6% over the teacher's prior year's reported TRS creditable earnings for each remaining year of the teacher's employment in the District in lieu of any other raise, step, or other creditable earning increase to which the teacher may otherwise have been entitled. This increase will be granted beginning in the school year following the school year in which the teacher gives notice as provided above. For example, a teacher giving notice in April 2008 will have his/her 2008-2009 creditable earnings increased by 6% over the teacher's 2007-08 reported TRS creditable earnings, except as noted below.

A retiring teacher may receive no more than four (4) years of 6% creditable earnings increases under this program. It is the intent of the parties that the 6% increases will be paid in the teacher's final years of employment. A teacher for whom an extra-duty stipend was part of the teacher's creditable earnings in the school year in which notice is given and who ceases to perform such duty in any year prior to retirement will have the stipend for that duty subtracted from the creditable earnings increases provided under this program for each remaining year. Under no circumstances may a teacher participating in this program receive a creditable earnings increase of more than 6% over the teacher's prior year's creditable earnings.

B. Service Stipend

The Board of Education shall additionally pay to each eligible retiree a post-retirement service stipend of \$300 for each year of full-time teaching service in District 101. For example, a retiree with twenty (20) years of full-time teaching service in District 101 will receive a service stipend of \$6,000. This service stipend will not be due, owing, or payable until the first business day in the January following the teacher's retirement.

8.07.01.04 PROGRAM DURATION

Regardless of the participation and experience in the implementation of this Agreement, in no event shall this Agreement create an expectancy of a property interest among staff members beyond the term of this Agreement. The benefits set forth above will not be regarded as a policy, custom, practice, or contractual agreement between the parties beyond the term of the Agreement.

8.08 EXTRA DUTY

Refer to the schedule in the Appendix to determine the extracurricular increments for duties performed. "Experience Credit" refers to a step on the index, which is determined by the years of experience in performing the particular activity. An assistant coach moving to a head coaching position in the same sport shall be credited with his/her first five years of assistant coaching experience and one-half of any additional year.

8.08.01 EXTRA DUTY ASSIGNMENTS - SCHOOL VACATION PERIODS

If members of the Bargaining Unit are assigned the extra duties of supervising athletic events or taking tickets at athletic events during periods of school vacation, the members of the Bargaining Unit may, with the permission of the administration, find another staff member to substitute for this duty.

8.08.02 STIPEND COMMITTEE

A stipend committee of 9 persons will be appointed no later than October 1st. The committee will consist of 4 members appointed by the Association President and 4 appointed by the Board of Education/Superintendent (or his designee). Committee members will be appointed as follows:

- 2 High school representative(s) (1 athletic and 1 non-athletic)
- 1 Middle school representative
- 1 Elementary school representative
- 4 Administrative representative(s) (Director of Human Resources and one administrator from each level)
- 1 Nonvoting Board Member

The committee shall:

- a. Have a budget equal to: \$20,000.00 for 2007/2008, \$20,000.00 for 2008/2009, \$15,000.00 for 2009/2010, \$15,000.00 for 2010/2011 and \$10,000.00 for 2011/2012.
- b. Review the "Applications for Review of Existing Extra-Duty Stipend Position" forms and make recommendations to the Association and Administration/Board for adjustments in stipends which are within their budget parameters.

- c. Review the “Application for New Extra-duty Stipend” forms and make recommendations for new extra-duty stipend positions to the Administration/Board.
- d. Have the authority to remove clubs/positions that no longer exist or have limited participation, and to reallocate funds that were spent on those clubs.
- e. Develop approved guidelines for the evaluation process of clubs/programs.

Statements a-e do not preclude the Board from creating or funding new positions on its own, provided the Committee has the responsibility for determining placement of positions on the schedule and that the cost of such positions is not deducted from the committee’s negotiated budget. The members of this committee will receive a stipend equivalent to a Level One Committee, which will not be taken from the yearly budget, thus ensuring there is no conflict of interest.

8.08.03 PROCEDURE FOR NEW STIPEND ACTIVITY

When a member of the Association or a representative of the Board seeks to add an extra-duty activity to the extra duty schedule, he/she will complete the form “Application for New Extra-duty Stipend” found in the Appendix. A copy will be sent to the stipend committee. The proponent may appear before representatives of the committee to explain the proposal. After reviewing all applications, the committee will make its recommendations to the BEA Executive Board and the Administration/Board for approval. If an application is rejected, the member will be notified, in writing, by the committee or the Administration/Board or its representatives, within five (5) days of the decision.

8.08.04 PROCEDURE FOR STIPEND COMPENSATION REVIEW

When a member of the Association or a representative of the Board seeks to have a review of the compensation level for a stipend activity, he/she will complete the “Application for Review of Existing Extra-duty Stipend Position” form found in the Appendix. A copy will be sent to the appropriate building administrator(s), the Director of Human Resources and the stipend committee. The proponent may appear before the committee to explain the request. If an application is rejected, the member will be notified, in writing, by the committee or the Administration/Board or its representatives, within five (5) days of the decision. If the committee recommends a change, the recommendation shall be made to the BEA Executive Board and the Administration/Board for approval.

8.09 INTERNAL SUBSTITUTION PAY

Internal substitution pay shall be calculated as follows for teachers substituting during their planning time:

- A. For periods 30 minutes or less \$15.00
- B. For periods over 30 minutes to one hour \$30.00

8.10 SALARY PAYMENT

Effective the 2007-2008 school year and beyond, all BEA members shall receive their paychecks on a 24 pay basis. Furthermore, members shall receive their paychecks via direct deposit at a banking institution designated by the member, unless otherwise in writing.

8.11 UNDERGRADUATE COURSES FOR SALARY CREDIT

Undergraduate college and university courses taken for credit may be used for salary schedule credit when these courses meet the following criteria:

- 1. Courses must either be subject area courses or subject area methods courses, or

2. Courses must be directly related to the teacher's present assignment, or
3. Courses must represent a primary curricular or instructional emphasis in the District's curricular and staff development program.

8.12 COMMITTEE WORK

8.12.01 ESTABLISHMENT OF COMMITTEES

The Board of Education is responsible for determining the curriculum of the District. At the discretion of the Board, the Superintendent or designee may establish committees with specific guidelines to study an area of the curriculum. The committees' reports will be considered by the Superintendent when recommendations are made to the Board.

8.12.02 COMPENSATION

Members of the Bargaining Unit who serve on committees which meet outside of the school day to study, plan or monitor changes in curriculum, instruction or programs will be compensated for these additional responsibilities. Compensation for committee membership will be based on the frequency of committee meetings. Committees (Level I) which meet more than twice, but less than five (5) times per year will be compensated at one percent (1%) of Step 1, Lane 1. Committees (Level II) which meet five (5) to nine (9) times per year will be compensated at 2% of Step 1, Lane 1. Committees (Level III) which meet ten or more times per year will be compensated at 3% of Step 1, Lane 1. The number of committee meetings will be stated in advance to determine the level of compensation. If it is necessary to exceed the number of meetings, for any Level I committee by two (2) or more meetings, compensation for the effected committee members of Step 1, Lane 1) to the compensation for a Level II committee (2% of Step 1, Lane 1). If it is necessary to exceed the number of meetings for any Level II committee by three (3) or more meetings, compensation for the affected committee members will be increased from the compensation for a Level II committee (2% of Step 1, Lane 1) to the compensation for a Level III committee (3% of Step 1, Lane 1). No adjustment in compensation will be made for meetings beyond those originally stated for Level III committees.

Beginning in August 2001, any teacher who exhibits teacher leadership, as defined in the Staff Development/Professional Growth Plan, may submit a proposal to create a "work team" made up of teachers. An administrator may be included as a member of the work team. This proposal will outline the tasks and scope of the project being undertaken. Included in this proposal will be the budget and the timeline. Upon completion of the proposed task, a report and recommendation will be submitted to the Asst. Superintendent for Curriculum or designee.

8.12.03 PRORATED STIPEND BASED ON ATTENDANCE

Staff members who attend less than 80% of the committee meetings will have their stipend prorated based on their attendance.

8.13 LEAVES

8.13.01 SICK LEAVE

8.13.01.01 ALLOTMENT

Each teacher shall be entitled to annual sick leave without loss of pay as follows:

<u>Number of Accumulated Sick Days as of June 30</u>	<u>Annual Sick Day Allotment at the Start of Next School Year</u>
1-100	12
101-150	15
151-200	20

Unused sick days may be accumulated to a maximum of 340 days. Any teacher who, with the addition of the annual allocation, would end the school year with more than 340 days will donate the number of days in excess of 340 to the BEA Sick Leave Bank.

Members of the bargaining unit whose regular work year exceeds the regular school year shall receive one (1) additional sick day for every four (4) weeks of employment beyond the regular school year.

The Board may require evidence of proper use of sick leave and/or fitness to teach as provided in Sections 24-5 and 24-6 of the Illinois School Code.

8.13.01.02 DEFINITIONS/RESTRICTIONS

"Sick Leave" shall be for personal illness, quarantine at home or serious illness or death of a member of the employee's household or in the immediate family. "Immediate family" shall include parents, spouse, brothers, sisters, children (including stepchildren), grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians.

8.13.01.03 SICK LEAVE BANK

The Board, in cooperation with the Association, shall maintain a Sick Leave Bank for tenured teachers, who shall be required to participate. The Association shall administer the Sick Leave Bank and establish rules for the implementation of the Bank. A copy of these rules shall be on file in the Human Resources Office, as well as electronically for access by each member. The Association will also update the Human Resources Office of subsequent charges against the Bank. The Association agrees to hold harmless the Board for any claim, damages, or other legal actions initiated pursuant to this section.

8.13.02 BEREAVEMENT LEAVE

The Board shall grant members of the Bargaining Unit, who experience the death of a member of their immediate family or household, two (2) days of leave, per occurrence, in addition to sick and/or personal days to attend to family bereavement arrangements.

The Board may request documentation if more than one bereavement request is made in a school year.

Immediate family shall include parents, spouse, brothers, sisters, children (including step-children), grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, legal guardians, and members of the employee's household.

The Bereavement Leave Request Form (see Appendix) needs to be submitted as quickly as possible following the use of bereavement days.

8.13.03 PERSONAL BUSINESS LEAVE

8.13.03.01 PERSONAL BUSINESS LEAVE FOR FULL-TIME EMPLOYEES

Full time members of the bargaining unit will be allotted two (2) personal leave days per school year. These days may be used for personal business, which cannot be conducted on other than a school day.

In the event that a teacher requires additional days for personal business, he or she may apply for additional days by using the existing Personal Leave Form and by supplying a reason. These days will be deducted from the individual teacher's accumulated sick leave.

8.13.03.02 REQUEST FOR PERSONAL LEAVE

Personal leave, in all cases except unforeseen emergency, requires advance notice to the building Principal. The nature of the member's personal business is not required to be reported concerning the 2 allotted days.

8.13.03.03 EMERGENCY PERSONAL LEAVE

In personal emergency cases, the building principal must be notified as soon as possible that the staff member is unable to report for work. Within three (3) days after the staff member returns to school, a personal business leave request form shall be submitted to the building principal.

8.13.03.04 RECREATIONAL USE

Personal leave days cannot be used for recreational purposes.

8.13.03.05 UNUSED PERSONAL DAYS

Unused personal leave days may be accumulated with each person's total sick leave.

8.13.03.06 DENIAL OF PERSONAL LEAVE

In the event a request for personal leave is denied, the person denying the request must submit a written reason explaining why the request is not applicable.

8.13.04 FAMILY AND MEDICAL LEAVE

Eligible employees are entitled to 12 work weeks of unpaid family and medical leave during any 12-month period in accordance with the Family and Medical Leave Act of 1993 ("FMLA" or "Act"). Any other accrued paid leave, which qualifies under the Act, shall be substituted for all or the corresponding portion of a teacher's leave entitlement under the Act. Similarly, if a teacher requests paid leave for an FMLA-qualifying purpose, the paid leave shall be counted against a teacher's 12-week FMLA leave entitlement. A meeting with the Assistant Superintendent for Personnel is required.

8.13.05 CHILD REARING LEAVE

A leave of absence of up to two (2) years may be granted by approval of the Board to any tenured teacher. Persons on approved child rearing leaves will not receive salary schedule credit nor seniority credit for leaves exceeding one semester. Child rearing leave will be applied for in increments of a semester up to a total of two (2) school years. Applications must be made to the Assistant Superintendent for Personnel sixty (60) days prior to the date that the leave is to commence unless emergency circumstances dictate otherwise as approved by the administration. A meeting with the Assistant Superintendent for Personnel is required.

8.13.06 JOB SHARING LEAVE

8.13.06.01 DEFINITION

Job sharing is defined as a voluntary employment arrangement in which two (2) tenured teachers who have been employed by the District for not less than five (5) years share one (1) full-time position and a leave of absence.

8.13.06.02 ADMINISTRATION OF JOB SHARING

A job sharing leave may be granted to tenured teachers at the sole discretion of the Board of Education. The goal of a job sharing arrangement is to provide benefits to all parties involved: teachers, students, parents and the District. It is appropriate that all parties to a job sharing arrangement have a common understanding of their rights and responsibilities in order to accomplish this goal.

8.13.06.03 JOB SHARING PROCEDURES

Teachers interested in job sharing shall submit an application with a detailed, written plan and discuss the proposed plan for job sharing leave with the building Principal by March 1st of the year preceding the school year for which the job sharing arrangement is requested. The job sharing leave plan shall include, at a minimum, the following:

1. Teaching responsibilities
2. Schedule of work hours
3. Days in attendance
4. Attendance at staff meetings
5. Staffings
6. In-service days
7. Parent meetings
8. Daily overlap time
9. Other teaching responsibilities
10. Length of the plan
11. Assignment, salary, benefits, and seniority after termination of the plan
12. Termination of the plan
13. Salary and benefits under the plan
14. Tenure status

8.13.06.04 PRELIMINARY PLAN APPROVAL

Upon preliminary approval of the Principal, the plan shall be forwarded to the Superintendent for presentation to the Board. Job sharing applications may be granted at the sole discretion of the Board. The Board shall notify applicants in writing by April 1 of the disposition of their application. If the application is denied, a written explanation for the denial will be given to the applicants. The granting or denial of a leave does not set a precedent with respect to the granting or denial of future leaves and the denial of a job sharing application shall not be subject to challenge through the grievance procedure.

8.13.07 SABBATICAL LEAVE

A sabbatical leave program will be established and will conform to provisions in the School Code.

8.13.08 LEAVE OF ABSENCE

A leave of absence may be granted up to a maximum of one (1) year to a tenured member of the Bargaining Unit with no loss in tenure or salary scale placement and with no pay for work in a board-approved graduate program or other educationally related program. No experience credit on salary scale or seniority will be given for leave of absence exceeding one (1) semester.

8.13.09 NOTIFICATION OF THE RETURN FROM LEAVE

Bargaining unit members on leave of absence must notify the district office concerning return to teaching for the fall of any school year by March 5 of the previous school year to ensure the teacher's placement in the position vacated for the leave. If notification occurs after March 5, the District will offer (a) position(s), which the staff member is qualified to teach.

In the event that circumstances beyond the teacher's control require her/him to cancel the approved leave and her/his position is no longer vacant, the teacher will be offered available employment including non-certified positions and substitute teaching. If the teacher chooses non-certified employment or substitute teaching or outside employment, the District will offer the teacher the first certified position available for which she/he is qualified to teach.

8.14 GROUP COVERAGES

Part-time members of the Bargaining Unit will receive coverage in accordance with section 8.17.02 and 8.14.02.

Employees who were employed as members of the Bargaining Unit during the 1989-90 school year will continue to have full individual dental and medical coverage paid by the board, except as provided in the last paragraph of Section 8.14.02.

Current employees who are not enrolled in family coverage may do so but will be considered the same as a new employee with the requirement they progress through all steps for both single and family coverage.

Employees may, by September 30 of each year, elect to spend up to \$400 on any of the benefits listed below in lieu of basic medical insurance coverage:

1. Tuition
2. Physical Exam
3. Eyeglass Exam and Eyeglass Prescription Filled

Pending legal review, the Board agrees to shelter the employee's share of the premium for family health and family dental coverage.

8.14.01 DENTAL INSURANCE

The costs of the dental insurance program are shared through Board and employee contributions as established by the number of years of employee participation in the plan. Each participant must progress through the percent formula for family or individual coverage as noted below regardless of when he/she elects to start the program. The percent of costs underwritten by the Board for individual and family coverage is shown below:

Years of employee participation:	1	2	3	4
Family coverage				
Percent paid by Board:	40%	40%	60%	75%
Individual coverage				
Percent paid by Board:	40%	40%	60%	75%

Employees new to the system are eligible to participate in the cost-sharing program in their first year of employment.

Specifications of the policy shall be no less than those in effect on October 1, 1993, unless the same specifications are no longer available, in which case the specifications will be substantially the same or as otherwise agreed.

8.14.02 HOSPITALIZATION AND MAJOR MEDICAL

For the 2007-2008 school year, the costs of the hospital-medical-surgical insurance program are shared through the Board and employee contributions as established by the number of years of employee participation in the plan. Each participant must progress through the percent formula for family or individual coverage as noted below regardless of when he/she elects to start the program. A change in hospitalization and major medical insurance plans selected by the teacher will be treated as a continuation of insurance participation for the

purposes of this section, that is, a change from a PPO A to PPO B will be treated as a continuation of insurance participation, i.e., teachers will only be required to proceed through premium participation steps provided below one (1) time. Unless otherwise agreed between the Association and the Board, the percent of costs underwritten by the Board for individual and family coverage is shown by the following schedule applied to the \$250 deductible plan:

Years of employee participation:	1	2	3	4
Family coverage				
Percent Paid by Board:	60%	60%	60%	75%
Individual coverage				
Percent Paid by Board:	60%	60%	60%	75%

Employees new to the system are eligible to participate in the cost-sharing program in their first year of employment.

For 2007-2008, unless otherwise agreed between the Board and the Association, specifications of the policy shall be no less than those found in Appendix C or Appendix D, unless the same specifications are no longer available, in which case the specifications will be substantially the same.

For each insurance period (August 1-July 31), the money allocated for the health insurance program is based upon 399.34 FTE bargaining unit members participating in the insurance program as of December 1, 2006. For the 2007-2008 insurance period, the Board shall make available \$2,808,686 for insurance premium costs. For each subsequent insurance period, the Board shall make available the following aggregate amounts for insurance premiums: 2008-2009: \$3,224,088; 2009-2010: \$3,701,801; 2010-2011: \$4,251,171; and 2011-2012: \$4,882,946. Allocation of these funds (for 08-09, 09-10, 10-11 and 11-12) will be determined by the Employee Benefits Committee set forth in Section 8.14.06 of this Agreement. If the census increases, the cost of that increase will be borne by the Board. If the census decreases, the figures stated will be reduced by an amount equal to the actual cost to the Board for those individuals no longer employed. If the cost to the Board for an insurance period is greater than the amounts set forth above, such excess cost shall be divided pro rata among all bargaining unit members participating in the health insurance program and withheld from their paychecks on a pro rata basis over the same insurance period.

8.14.03 TUITION REIMBURSEMENT

The Board will provide tuition reimbursement in the amount of \$150.00 per semester hour for courses taken which are part of an approved Master's or Doctoral program or for courses which are part of a program leading to a Specialist degree (eg. CAS, EDS, etc.). This reimbursement is subject to the following conditions:

1. Courses taken must have been pre-approved by superintendent or designee; and
2. Courses for which reimbursement is requested must have been successfully completed with a grade of "B" or better, or "Pass" in a "Pass/Fail" course; and
3. Courses for which reimbursement is sought must enhance the teacher's classroom preparation and performance.

Tuition reimbursement is not available for certified employees in their first or second year of employment with the District.

Additionally, Teachers hired after July 1, 2007, will be required to earn a Master's degree within eight (8) years of the date of employment. The failure to comply with this requirement will subject the teacher to a salary freeze will remain in effect until such time as the Master's degree is conferred, after which the teacher will be moved to the step in the Master's lane following the step on which the teacher's salary was initially frozen. The ability to

so move to the Master's lane will only be available at the start of the school year following the date upon which the Master's degree is conferred.

The Board and BEA acknowledge that there are teachers who, despite having attained an advanced degree, are required to maintain professional licensure status other than a teaching certificate awarded by the Illinois State Board of Education. To assist these teachers in maintaining any such requirement, the Board will make available the aggregate sum of \$10,000.00 annually, for tuition reimbursement for this group of teachers. Access to this aggregate sum will be subject to the same requirements and in the same amount designated above for regular tuition reimbursement. Furthermore, any unused portion of this annual allocation will not be available in subsequent year(s) of this Agreement.

8.14.03.01 CERTIFIED CANDIDATE SEARCH

If the Board is not satisfied with candidates who hold the necessary certification and/or endorsement, the Board may select a candidate who is willing to obtain the necessary certification and/or endorsement. If the candidate selected is in the last lane of the salary schedule, the employee shall receive tuition reimbursement at a standard for such a program offering at Northern Illinois University.

If the desired program of study is not offered at Northern Illinois University or any other local public university, The Board will reimburse staff for tuition cost at the least costly private college or university offering the desired program. If the staff member chooses a private college or university and Northern Illinois University or other local public settings offer the same program, the Board will reimburse at the level equal to the cost of the public college or university cost.

Before selecting such an employee, the Board must have posted the position and been unsuccessful in recruiting candidates with the necessary certification and/or endorsements and then, after the initial posting, post the position with the following: "Batavia Public Schools will consider candidates who while not holding the necessary certification and/or endorsements have a desire to fill the position and share the commitment to gain the necessary certification and/or endorsements within the timeline established by the Illinois State Board of Education. If the candidate selected is at the top step and lane of, and can no longer progress on the salary schedule, the employee selected will be reimbursed for tuition at no less than the rate specified in the Negotiated Agreement."

8.14.04 TAX-SHELTERED ANNUITY

Members of the Bargaining Unit may participate in tax sheltered annuity programs through payroll deduction.

8.14.05 PART-TIME INSURANCE

Members of the Bargaining Unit employed on a part-time basis may participate in the above insurance programs and the Board will pay pro-rated portion of the premium. The Board's obligation will be in the same proportion as the member of the Bargaining Unit's employment.

8.14.06 EMPLOYEE BENEFITS COMMITTEE

An Employee Benefits Committee consisting of bargaining unit members selected by the BEA will have responsibility for monitoring the BEA employee benefits programs and determining how the funds made available in Section 8.14.02 of this Agreement will be allocated to purchase insurance coverage for bargaining unit members. No portion of the funds made available in Section 8.14.02 may be paid directly or indirectly to bargaining unit members and the funds may only be used to pay for insurance coverage costs. The Committee is also charged with determining plan design, including selected coverages, benefits, and deductible and co-pay levels. District administrators and the District's insurance brokers will be made available upon reasonable request as resources to the Committee.

8.15 CREDIT UNION

Members of the Bargaining Unit shall have the opportunity to have payroll deductions for the Kane County Teachers Credit Union. Requests for commencement or changes of deductions may be made at any time, but shall be made at least two weeks before such deductions are to go into effect. No more than two such changes shall be made in any school year. Credit Union deductions shall be deducted from paychecks and sent to the Credit Union twice a month on the date of each payroll deduction.

8.17 PART-TIME EMPLOYEE RIGHTS

All part-time personnel shall be covered by all articles of this Agreement, except those pertaining to tenure status and insurance provisions where the issuing company will not include such personnel in the group.

Part-time personnel will advance on the salary schedule at the start of the school term immediately following the school term when the percentage of time worked meets or exceeds one year of full-time equivalent experience.

The District shall have the authority to assign the workdays for a part time certified employee. The number of days will be determined by multiplying 186 by the percentage of full time contract as shown on the employee's annual salary memorandum issued by the District. That number will be rounded to the nearest full day.

If the District requires a certified employee to work additional days beyond the number as determined above, The District will compensate the employee in half or full day increments provided the additional time worked equals a half or full day or multiple thereof. The additional work time will be mutually agreed upon between the employee and the building administrator prior to the day worked.

Any part time employee who believes that he or she worked beyond the days identified above shall submit a memorandum to his or her building principal. The memorandum will be reviewed by the building principal and will be either sent to the personnel department or will be sent back to the employee for further clarification. If the request is recommended by the building principal for compensation, the request will be processed by the Personnel Office in a timely manner. Compensation will be received on the next available payroll.

8.17.01 EXPERIENCE CREDIT

Part-time employees will accumulate experience annually for salary schedule advancement on the basis of the percent of time of their contract. Members of the Bargaining Unit contracted for half (0.5) time or more will receive full credit on the salary schedule. Members of the Bargaining Unit contracted for less than half (0.5) time will receive credit on the salary schedule when the accumulated contracts equal half (0.5) time or more.

8.17.02 PERCENT OF FULL-TIME

The percent of full-time status will be stated in the annual salary memorandum.

The percent of employment for part time teachers will be prorated based on case loads or student contact time as compared with a full time teacher.

8.17.03 SENIORITY

Part-time members will not accumulate seniority unless they were previously on contractual continued service, there has been no break in employment and they took part-time employment voluntarily. In this case, they will accumulate seniority on a prorated basis.

8.17.04 PERSONAL BUSINESS LEAVE FOR PART-TIME MEMBERS

Part-time members of the Bargaining Unit whose percent of full-time status is at least fifty (50) percent are entitled to one (1) personal business leave day per school year, subject to the same conditions as full-time members as stated in sections 8.13.03.01 through 8.13.03.06.

8.17.05 PART-TIME EMPLOYEES WHO APPLY FOR FULL-TIME EMPLOYMENT

Part-time members of the bargaining unit may apply for full time positions by submitting their interest in writing to the building principal where the vacancy has been posted. The employee will receive an interview for the position.

8.18 REDUCTION IN FORCE

It is understood that financial problems or declining enrollments may cause the Board of Education to reduce the budget and/or honorably dismiss professional employees. It is further understood that such decisions are the legal responsibility of the Board upon recommendations from the Superintendent.

In the event that tenured staff may be dismissed or reduced in employment, due to the above, representatives of the Association shall be invited to meet with representative of the Administration and/or the Board to discuss any alternatives which the Association may propose prior to final Board action.

In the event a position becomes vacant within the time set forth in the school code for recall of an honorably dismissed tenured teacher, the most senior tenured teacher qualified to fill the position will be offered the position.

Each tenured teacher who is reduced in force shall maintain a current address on file with the Board of Education. If such teacher is recalled for work, a registered or certified letter return receipt requested will be sent to the current address on file. A teacher's failure, for any reason, to give notice to the Superintendent of acceptance of recall within five (5) days of the receipt of the recall notice, or within ten (10) days of the date of mailing the recall notice if the notice is not receipted after delivery is attempted by the United States Postal Service, shall constitute a resignation by the teacher and a waiver of all recall rights.

8.19 MISCELLANEOUS TEACHER ACTIVITIES

8.19.01 TRAVEL EXPENSES

All teachers who must use their own automobile to travel from one school to another school within the District because they have a regular teaching assignment in two different schools shall be reimbursed by the Board at a rate per mile equal to the then current rate approved by the Internal Revenue Service. Such reimbursement shall not include routine travel to and from the teacher's home and school.

8.19.02 TUTORING

Teachers may not provide tutoring or other professional services, for compensation, to a student enrolled in his/her classroom or otherwise serviced by the teacher. However, an exception will be made for a teacher who was requested, by the principal, to provide a student with homebound tutoring. No tutoring for which a teacher receives a fee will be conducted in a District building.

8.19.03 COURSE APPROVAL CRITERIA

The District Professional Development Committee shall develop recommendations for criteria to be used by the administration for approval of teacher requests for course work. The Committee shall also recommend an appeal process to be implemented upon the denial of any such request. The recommendation of the Committee will be presented to the Board and Association for approval no later than March 1, 2008.

The Committee shall also annually review the criteria and appeal process, as well as make recommendations for revisions thereto.

8.19.04 REFUSAL OF COURSE APPROVAL

Teachers are required to submit a written request to the administration for course approval before the course is taken. If the course approval is refused, a written explanation of why it was refused will be provided by the person refusing the approval.

8.19.05 REFERENDA

The Association has the right and the responsibility to support school district referenda.

8.19.06 COMMUNITY AND/OR EXTRA-CURRICULAR EVENTS

If members of the Bargaining Unit are alleged to have engaged in unprofessional behavior during non-working hours or when attending community events, they shall be advised of those allegations prior to any disciplinary actions being taken.

8.19.07 HIGH SCHOOL DEPARTMENT CHAIR

Department Chairs at the high school will be paid the stipend found in the Stipend Schedules in this Agreement. These individuals will have a role in formative collaboration with teachers assigned to the department. This collaboration may include, but is not limited to, professional staff development, professional improvement, and student improvement. However, department chairs will not be involved in a teacher's evaluation ranking or rating. Likewise, department chairs will have no role in deciding the continued employment status of teachers.

Department chairs must possess a Type 75 Illinois Teaching Certificate. Individuals who are department chairs at the end of the 2006-2007 school year who do not possess a Type 75 Certificate and are selected to continue in the department chair position, will be required to acquire the Type 75. The Board will reimburse those individuals at a rate of \$150.00 per semester hour for courses taken to acquire the Type 75 Certificate. All such individuals must acquire the Type 75 no later than September 1, 2009 to be eligible to continue as department chairs.

8.20 STUDENT DISCIPLINE

8.20.01 DISRUPTIVE STUDENTS

In the event that a teacher is unable, through reasonable disciplinary measures, to restrain disruptive student behavior, the teacher may request a conference with the building administrator to seek alternative interventions which might prove effective in eliminating the disruptive behavior. Disruptive behaviors are those behaviors, which threaten the welfare and, safety of the teacher, other students or property of the District.

8.20.02 DISCIPLINARY POLICY REVIEW

It shall be the responsibility of each building administrator to meet with staff annually to review disciplinary procedures and seek teacher input in the developing of disciplinary policy.

8.21 ASSOCIATION MEMBERSHIP

8.21.01 DUES DEDUCTION

Each member of the Bargaining Unit, as a condition for his/her employment, on or before thirty (30) days from the date of commencement of duties or the effective days of this agreement, whichever is later, shall join the Association or pay a fair share fee to the Association not to exceed the dues uniformly required of members. Such fee shall be certified to the Board by September 1 and such amount cannot include fees or contributions related to the election or support of any candidate for political office.

8.21.02 FAIR SHARE

In the event that the member of the Bargaining Unit does not pay his/her fair share fee directly to the Association by a certain date as established by the Association, the Board shall deduct the fair share fee from the wages of the non-members. Such deductions shall be handled in the same manner that dues deductions are handled for members of the Bargaining Unit.

8.21.03 RIGHT OF NON-ASSOCIATION

Members of the Bargaining Unit are guaranteed the right of non-association based on bonafide religious tenets or teachings of a church or religious body of which such employees are members. Such employees are required to pay an amount equal to their proportionate share to a non-religious, charitable organization mutually agreed on by the employee affected and the Association.

8.21.04 GRANDFATHER CLAUSE

Members of the Bargaining Unit employed on or before the first day of the 1983-84 school year and who are not members of the Bargaining Unit at that time shall be exempt from the above.

8.21.05 HOLD HARMLESS

In the event of any legal action against the Board brought in a court or administrative agency because of its compliance with this article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

- 1) the Board gives immediate notice of such action in writing to the Association, and permits the Association intervention as a party if it so desires, and
- 2) the Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence obtaining witnesses and making relevant information available at both trial and all appellate levels.

The Association agrees that in any action so defended, it will indemnify and hold harmless the Board from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the employer's compliance with this article.

8.21.06 EXCEPTION

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

8.21.07 BEA DUES DEPOSIT

On each payday, the District will remit to the BEA treasurer a dues check in a predetermined and fixed amount. Any overage or underage will be reconciled at the end of each semester.

ARTICLE 9.0 CERTIFIED STAFF EVALUATION

The Board is responsible for the evaluation of members of the Bargaining Unit and for the establishment of the procedures of the evaluation. At the discretion of the Board, the Superintendent will appoint a committee consisting of administrators and members of the Bargaining Unit to make recommendations on the procedures of the evaluation process.

ARTICLE 10.0 AGREEMENT PROVISIONS

10.01 WAIVER

The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subjects or matters not removed by law from the area of collective bargaining and the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. During the term of this agreement, neither party shall be required to negotiate any subject which was a part of the negotiations leading to this agreement, whether or not the subject was ultimately included in this agreement; provided, however, any subject may be reopened for negotiations upon agreement of both parties.

10.02 SEVERABILITY PROVISION

Should any court of competent jurisdiction hold that any provision of this Agreement is unconstitutional or otherwise invalid, said provision shall be considered severable and the said ruling shall not affect the validity of the balance of the Agreement.

10.03 SALARY REOPENER PROVISION

The Board and the BEA agree that if the General State Aid received by the District in Fiscal Year (FY) 2008, FY 2009, or FY 2010 as stated on the General State Aid Entitlement form issued by the Illinois State Board of Education exceeds 110% of the amount of General State Aid received by the District in the prior fiscal year, the Board and the BEA will open negotiations on the issue of bargaining unit salaries for the 2010-2011 and/or 2011-2012 contract years.

ARTICLE 11 TERM OF AGREEMENT

This Agreement shall be in full force and effect from July 1, 2007, through June 30, 2012.

In witness thereof:

Association

Board

President

President

Secretary

Secretary

Date

Date

LETTER OF AGREEMENT

New Teacher Induction
December, 2000

New members of the bargaining unit may be encouraged to serve days in addition to the 186 contracted days outlined in the BEA contract. For their participation in the District New Teacher Induction Program, which is scheduled prior to the beginning of the 186 day contractual year, new teachers will be given the option of receiving professional growth credit in conjunction with the District Professional Growth Plan or paid compensation at the prevailing summer curriculum rate outlined in the BEA negotiated agreement. Professional growth credit or paid compensation will be prorated based on individual attendance at the New Teacher Induction Workshop.

It is further agreed by the BEA and the Board of Education that beginning with the 2001-02 school year, new teachers who participate in the New Teacher Induction Program will choose, in writing, either professional growth credit or pay, at the end of the summer induction program. The selection is irrevocable.

This choice of salary schedule credit or pay will begin with new teachers who participated in the August 2000, New Teacher Induction Workshop.

LETTER OF AGREEMENT

Elementary Specials Assignment

Beginning with the 2001-02 school year elementary special teachers (art, music, foreign language and physical education) who have a contractual schedule that creates unscheduled times during the school day beyond planning and lunch, will be assigned to substitute for other certified staff during these unassigned periods. The purpose of these assigned substitute times is to assist the building operation when professional development for certified staff is scheduled. If the special teacher is assigned to substitute in a building other than his/her home building, the teacher will be given prior notice so he/she may plan for the travel involved.

In the event that the special teachers are not assigned for professional development purposes, the special teachers in each building in consultation with the building principal will be assigned to work with students in a certified capacity to allow a 5th planning day in a normal week for classroom teachers. This type of schedule will be implemented whenever possible.

Date: _____

Date: _____

Rosalie Jones, President
Board of Education

Charles Christiansen, President
Batavia Education Association

LETTER OF AGREEMENT

Part-time/Full-time Specials

The Board and the BEA agree that at the middle school level, any teaching position that is greater than 15/18 will be considered full time employment subject to the following:

- Should enrollment factors cause the assignment to reduce below 16/18 then the teacher shall return to part time status.
- Should the teacher elect not to go to full time status their part time status will remain in place.

LETTER OF AGREEMENT

The Board and the BEA agree that elementary specials positions (Art, Music, P.E., Spanish) that are not currently full time will be considered full time positions subject to the following:

- Should the teacher(s) elect not to go to full time status their part time status will remain in place.

Date: _____

Date: _____

Greg Romaneck, Director of Human Resources

Anthony Malay, President
Batavia Education Association

Special Duty Positions 2007 - 2012

Certified staff members who accept Special Duty Positions outside of the normal school day and who do not receive a stipend as a sponsor for that event will be paid an hourly rate of \$30. The number of hours to be paid will be determined in advance of the duty using an expected number of hours to be worked. A compilation of the expected number of hours to be worked will be made available on the district network. The average number of hours has been developed for the positions listed below and employees will be paid based on these expected standards. Positions not listed can be added at the discretion of the administration as needs arise.

Special Duty Position

High School

Basketball Announcer	\$105.00
Basketball Crowd control	\$90.00
Basketball Scorer	\$105.00
Basketball Ticket Seller	\$75.00
Basketball Timer	\$105.00
Football Announcer	\$150.00
Football Crowd Control	\$120.00
Football Sideline Official	\$150.00
Football Ticket Seller	\$105.00
Football Timer	\$150.00
Wrestling Crowd Control	\$90.00
Wrestling Scorer	\$105.00
Wrestling Ticket Seller	\$75.00
Wrestling Timer	\$105.00
Volleyball Crowd Control	\$75.00
Volleyball Scorer	\$90.00
Volleyball Ticket Seller	\$60.00
Soccer Announcer	\$90.00
Soccer Ticket Seller	\$60.00
Soccer Timer	\$90.00
Track Worker	\$75.00

Middle School

Athletic Supervision	\$75.00
Athletic Ticket Seller	\$60.00

The Athletic Director or designee shall assign these positions to the teachers. In the event that positions are not filled, district educational support professionals will be notified of available positions before the positions are offered to non-district employees.

New position standards may be added after historical time data has been acquired and the negotiating parties reach consensus.

Summer School Stipends	\$30.00/hour
Summer Curriculum Work	\$30.00/hour
Driver's Education	\$30.00/hour
Printing/Graphics Production	\$30.00/hour