

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

BATAVIA PUBLIC SCHOOL DISTRICT #101

July 1, 2014
through
June 30, 2017

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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 licensed 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, and those persons holding administrative or supervisory licenses or endorsements, as specified by the ISBE Division of Educator Licensure, and who are employed greater than half-time by the District in an administrative or supervisory position requiring an administrative or supervisory license 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 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.

3.07 PERSONNEL RECORDS

3.07.01 DEFINITION AND LOCATION OF RECORDS

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

3.07.02 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 3.07.04 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.

3.07.03 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 Human Resources 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 filed within the ten (10) school day period noted above will be precluded from becoming a part of a teacher's personnel file.

3.07.04 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.

3.07.05 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 Assistant Superintendent of Human Resources, may place the requested material in the teacher's file. The Assistant Superintendent of Human Resources shall notify the teacher if his/her request is denied.

3.07.06 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.

3.07.07 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.

3.07.08 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.

3.07.09 PARENT COMPLAINTS

Whenever possible, a complaint should be reported to the staff member involved in the complaint and the complaint/investigation process shall be completed in a timely fashion.-Board members shall be encouraged to refer complaints to the appropriate administrator.

When an administrator deems a parental complaint serious enough to warrant possible disciplinary action against an employee, an investigation shall begin. Unless the Administration determines that immediate action is needed to protect the welfare of students or staff, the following timeline will be used:

1. Within three (3) working days of receipt of the complaint, the administrator will notify the employee of the following:
 - a. Details of the complaint
 - b. Whether or not the complaint may lead to discipline
 - c. That a fact finding investigation will begin
2. Within five (5) working days of notifying the employee, the administrator will start to investigate the complaint, which will include the following:
 - a. Fact-finding meeting with complainant and any witnesses

- b. Fact-finding meeting(s) with employee (and BEA rep, if requested). 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.
 - c. Notice to the employee that he/she has three (3) working days to respond if he/she chooses
3. Within two (2) working days of concluding the investigation, the administrator will hold a meeting with the employee (and BEA rep, if requested) to share results of the fact finding. The meeting will include the following:
- a. Results of the investigation and written decision
 - b. Notice of any progressive discipline, if deemed necessary

A working day is defined as a day that the District Office is open. Teachers retain the right to union representation at any stage in this process. Should any written record, evaluation, reprimand, or progressive discipline 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.

3.07.10 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.

When an administrator deems an action of an employee serious enough to warrant possible disciplinary action against that employee, an investigation will begin. Fact-finding will be done as expediently as possible by the Administration. Unless the Administration determines that immediate action is needed to protect the welfare of students, the following timeline will be used:

1. Within three (3) working days of knowledge about the alleged conduct, the administrator will notify the employee of the following:
 - a. Details of the alleged conduct
 - b. Whether or not the alleged conduct may lead to discipline
 - c. That a fact finding investigation will begin

2. Within five (5) working days of notifying the employee, the administrator will start to investigate the alleged conduct, which includes the following:
 - a. Fact-finding meeting with any appropriate individuals
 - b. Fact-finding meeting(s) with employee (and BEA rep, if requested)
 - c. Notice to employee that he/she has three (3) working days to respond if he/she chooses

3. When, after fact-finding, charges against an employee are deemed as unfounded, the employee will be notified in writing within two (2) working days. If the results of the fact-finding have merit, the teacher (and BEA rep, if requested) will have a meeting with the appropriate administrator within two (2) working days. The meeting will include the following:
 - a. Results of investigation and written decision
 - b. Notice of progressive discipline if deemed necessary

A teacher may write a response to the disciplinary action taken to be placed in the employee file, within ten (10) working days after receiving the disciplinary action. A working day is defined as a day that the District Office is open. Teachers retain the right to union representation at any stage in this process.

Procedures for the placement of written material in the employee's personnel file will follow Article 3.07.03 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.

3.08 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 Learning Advisory Council (PLAC) 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 PLAC. PLAC will determine professional growth credit or other compensation.
5. An employee may refuse a request to present.

Committee membership on PLAC shall be designated in the Professional Development Guidebook.

PLAC 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 initiated 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 initiated, 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 CONTENT OF GRIEVANCES

Each grievance must contain the following information:

Step 1 – Grievant, date, supervisor to whom grievance is being submitted, date of event giving rise to the grievance, specific provisions of the Agreement alleged to have been violated, facts to establish the alleged violation, remedy sought, signature, date received by Supervisor/Principal, response of Supervisor, signature of Supervisor, and date.

Step 2 – Response of grievant and/or Association, signature, date, date received by Superintendent, basis of disagreement with the response of the Supervisor/Principal, signature, response of Superintendent, date.

Step 3 – Response of grievant/Association, signature, date, date received by Board, basis of disagreement with the response of the Superintendent, signature, date, response of the Board, signature, date.

Step 4 – Response of the grievant/Association, signature, date, date submitted to arbitration, response and award of arbitrator.

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 regarding the same circumstances and involving two (2) or more teachers will be filed at Step 1, unless the circumstances giving rise to the grievance occur at more than one building, in which case the grievance will be filed 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 (20) 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 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 Three (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 Three. 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 last day of school.

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.

8.02 VACANCIES IN ADMINISTRATIVE OR SUPERVISORY POSITIONS

All vacancies caused by death, retirement, discharge, resignation or the creation of a new administrative or supervisory position in administrative or licensed supervisory positions which will not be filled by administrative transfer or reassignment 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 electronically on the District website and by e-mail to District staff 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 electronically on the District website 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 posted electronically on the District website

and by e-mail to District staff. Teachers shall express their interest as indicated in the posting electronically on the District website.

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 or designee 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 or designee 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. Administration shall consider transferring a volunteer.
3. Should there be no volunteers, a teacher shall be selected for involuntary transfer from the affected school based upon consideration of factors that include without limitation: licensure, qualifications, merit and ability (including performance appraisal, if available), and relevant experience. Length of continuing service (i.e. seniority) must not be considered unless all other factors are determined by the District to be equal.

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 ELECTRONIC POSTING OF VACANCIES

Such vacancies shall be publicized by electronic posting on the Human Resources website. 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 VACANCY

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 or designee within seven (7) days of posting.

8.04.04 SUPERINTENDENT'S DUTY

The Superintendent or designee 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. The selection of the candidate for the vacancy will be based upon factors that include without limitation: licensure, qualifications, merit and ability (including performance appraisal, if available), and relevant experience. Length of continuing service (ie: seniority) must not be considered unless all other factors are determined by the District to be equal.

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, a professional responsibility, or Professional Learning Community meeting days (BHS).

In addition, elementary teachers will meet at 8 a.m. one day each week for the purposes of participating in intentional collaboration activities. Middle school and high school teachers will attend intentional collaboration meetings two days each month. Such meetings shall be 40 minutes in length and adjacent to the school day.

Intentional collaboration meetings will focus on furthering the PLC process and district initiatives. The Professional Learning Advisory Council shall make recommendations for the focus and use of intentional collaboration meetings.

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 PreK-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 PreK-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 182 workdays for licensed staff. The 6 non-student attendance days shall consist of 2 teacher-directed workdays and 4 institute days. The 2 teacher work days will be scheduled as close to the end of grading terms as possible.

8.05.03 NEW TEACHER INDUCTION

New members of the Bargaining Unit may be encouraged to serve days in addition to the 182 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 182 day contractual year, new teachers will be given the option of receiving professional growth credit in conjunction with the Professional Development Guidebook (Located in the S Drive) 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. 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.

8.05.04 PART-TIME/FULL-TIME SPECIALS

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.

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 BEA President will be released from teaching responsibilities in order to conduct BEA business.

The release is subject to the following conditions:

- a) The BEA President must have achieved tenure status prior to the start of the release assignment.
- b) The BEA shall reimburse the Board \$30,000 annually to offset the cost of the individual in the release assignment.
- c) The BEA President so released shall not experience a break in service or seniority during the release assignment and shall be compensated pursuant to the Negotiated Agreement.
- d) The BEA will annually notify the Superintendent of the identity of the individual to be released. Such notice shall be provided in writing by May 15 of the year preceding implementation of the release assignment.
- e) The scheduling of the release time will be mutually agreed upon by the Superintendent and BEA President. The teaching assignment shall be one contiguous block of time.

Release time for the BEA President will be determined by the number of BEA Bargaining Unit members as determined below:

<u>No. of Bargaining Unit Members</u>	<u>BEA President Release</u>
700+	Full-Time Release
500-699	75% Time Release
300-499	50% Time Release
Less than 300	25% Time Release

Reimbursement to the Board due to any adjustment on released time, as noted above, will be mutually agreed by the Board and BEA prior to implementation.

The BEA President 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 President or designee(s) 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.

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 STUDENT SERVICES

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).

8.05.08.01 DISTRICT STUDENT SERVICES COMMITTEE

A District Student Services Committee shall meet regularly, not less than three times a year, to review issues surrounding the special education program, develop philosophy, study and/or consider District policy, and proactively address issues to improve working conditions and services for students. The committee will review a report of workload and staff assignments for special education teachers and related services staff created by the Director of Student Services and submitted to the BEA President and Superintendent prior to September 30th and January 30th. Additional meetings beyond the three shall be at the call of the Chair.

The Administration and Association leadership will determine individual staff assignments to the Student Services Committee. The Student Services Committee shall be comprised of special education teachers and related services staff. The committee will include representatives from each school site, plus the Early Childhood Center. The Student Services 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.

8.05.08.02 STUDENT SERVICES WORKLOAD REVIEW COMMITTEE

Any teacher whose

- a) Workload exceeds state guidelines or
- b) Workload composition or paperwork demands create extraordinary needs or
- c) Workload exceeds standards set by professional organizations

will work together with the Building Principal and Director of Student Services or designee to request relief. Requests for relief will start with the teacher's immediate supervisor or Building Principal before referral to the Student Services Workload Review Committee.

Examples of relief may include but are not limited to: release time, additional clerical & scheduling support, stipend, relief from extra duties, change of workload composition, additional staff, or professional training.

If the Building Principal or Director of Student Services/designee and teachers cannot reach a mutually agreed upon plan for relief, the teacher(s) may submit a written request to the Superintendent, who will convene the Student Services 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.

The Student Services Review Committee will consist of eight members. The BEA will identify four members representing all education levels. The Superintendent will be a member of the committee and will identify three other Administration 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.

8.05.09 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 or designee 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 licensed 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 PreK-2: 22 Pupils/Teacher
2. Grades 3-5: 26 Pupils/Teacher
3. Grades 6-12: 30 Pupils/Teacher
4. Physical Education 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.

The dissemination of information linked to class size projections and changes will be governed by “Class Size Communication Timeline” found in the Appendix of this Agreement. In the event the BEA President believes the Plan found in the Appendix has not been correctly implemented, the BEA President will inform the Superintendent, who will investigate the implementation concerns and respond to the BEA President.

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 and BEA building representative(s) 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, BEA building representative(s) 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 electronically or in writing. The report should include:

1. Your name, position and building.
2. Identify the unsafe working condition and location.

3. Identify when the unsafe condition was reported to the Building Administrator or Principal and the resulting action.
4. List the requested remedy for the condition and the suggested date for the remedy to be completed.
5. Submit copies of the report to the Building and Grounds office and the Association President.
6. 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 PreK-5) shall be provided with equal time from itinerant teachers for the following special activities: physical education, art, and music, 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 fall and 1/2 day release time in the spring 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 or designee 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 Professional Educator License (PEL) 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

Teachers will be paid at their per diem rate for approved assignments that meet at least one of the following criteria:

- 1) Work which is approved as a continuation of work performed during the regular school year (e.g. extended year for student support personnel);
- 2) Work requested by the teacher(s) by submitting a request for approval to the building Principal and the Assistant Superintendent for Human Resources;
- 3) Other work offered and approved by the Superintendent or her designee.

Per diem rates are calculated by dividing the teacher’s annual base salary schedule by 182 days. The salary used for calculation will be from the fiscal year that the work is completed.

8.06.06 MASTER TEACHER CERTIFICATION INCENTIVE

If a member of the Bargaining Unit attains the National Board Professional Teaching Standards (NBPTS) designation on his/her PEL as outlined in the Illinois School Code, the District will reimburse the individual for the cost of attaining the designation.

For the period of time that the individual holds the designation 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 TEACHER RETIREMENT

8.07.01 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.

8.07.02 DISTRICT RETIREMENT PLAN

8.07.02a. 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, 2017, 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.

8.07.03 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, 2017. This letter of intent to retire must be received by the Superintendent no later than October 31, 2014 for retirements effective at the end of any year of this Agreement, or August 30 in either 2015 or 2016 for retirements effective either June 30, 2016, or June 30, 2017. 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.

8.07.04 BENEFIT

As a retirement benefit, each eligible teacher may elect to receive ONE, and only ONE, of the benefits options listed below.

Option A. Stipend

As a voluntary retirement benefit for teachers who qualify as provided above, the Board agrees to increase the teacher's TRS creditable earnings based on retirement date by the percentage set forth in the chart below 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 in the school year that a letter of intent in which the teacher gives notice as provided above is submitted and approved by the Board.

Retirement Date	Percentage Increase Each Year from Year of Declaration
June 2015	5%
June 2016	4.5%
June 2017	4%

The percentage increase is not retroactive for years prior to submission of notice.

For example, a teacher giving notice on October 30, 2014 for retirement in June, 2017 will have his/her 2014-2015, 2015-2016 and 2016-2017 creditable earnings increased by 4% over the teacher's reported TRS creditable earnings for the prior year, except as noted below.

A retiring teacher may receive no more than three (3) years of 4%, two (2) years of 4.5% or one (1) year of 5% creditable earnings increases under this program as determined by retirement date. It is the intent of the parties that the percentage 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 option receive a creditable earnings increase of more than the applicable percentage noted above over the teacher's prior year's creditable earnings.

OR

Option B. Service Stipend

The Board of Education shall 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 post-retirement 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.

OR

Option C. ERO Retirement

Teachers electing TRS ERO Retirement are not eligible for the District Retirement Program set forth above in 8.07.01. The eligibility criteria set forth above in 8.07.01.01 are not applicable to ERO Retirement.

For teachers retiring under ERO Retirement by June 30, 2015, an aggregate amount of \$200,000 of District funds will be available for employer ERO penalty(ies). For teachers retiring under ERO Retirement by June 30, 2016, an aggregate amount of \$100,000 of District funds will be available for employer ERO penalty(ies), plus any unused funds from the \$200,000 available for 2014-2015 retirements will be rolled over into the available penalty funds for 2015-2016 retirements. District ERO penalty(ies) for teacher retirements cannot exceed the amounts set forth in this paragraph.

Teachers with the lowest penalty among those eligible who apply for ERO Retirement between April 15th and 30th of 2015 or 2016 will be given priority for approval of ERO Retirement eligibility. Seniority in the District will be used as a tiebreaker in the event that the District penalty is equal for two or more teachers.

No teachers will be eligible for ERO Retirement after June 30, 2016.

8.07.05 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(s).

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. 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. Review the "Application for New Extra-duty Stipend" forms and make recommendations for new extra-duty stipend positions to the Administration/Board.
- b. 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.
- c. 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 may 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. The committee may elect to meet during the work day

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 Assistant Superintendent 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.

8.08.05 EXTRA DUTY PAY

Teachers performing extra duties will be paid through an additional payroll in conjunction with the second payroll date in October, January, May and August.

8.08.06 EXTRA DUTY POSITIONS HELD BY NON-BEA MEMBERS

Positions found on the stipend schedule that are filled by non-BEA/non-BESPA members will be electronically posted annually.

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

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 requested 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.

A Curriculum Assessment Advisory Council (CAAC) will be created by Administration. CAAC will monitor and evaluate district curriculum, assessment and instruction and make recommendations to the Board of Education Policy Committee.

1. BEA representation in the CAAC will be determined as follows: The BEA Executive Officers will appoint qualified BEA members to each committee and forward a list of committee members to Administration no later than September 15th of each year.
2. Voting makeup of each committee is as follows: The CAAC will consist of 5 BEA members (2 elementary, 1 middle school, 1 high school, and 1 related service) and 4 administrators.
3. Decision making will be based on consensus model. If consensus cannot be reached, members may submit a minority report along with the recommendation to the CAAC.

A Professional Learning Advisory Council (PLAC) will be created by Administration. PLAC will make recommendations to the Superintendent regarding comprehensive staff learning and training plans based on the curriculum and state/federal mandates.

1. BEA representation in the PLAC will be determined as follows: The BEA Executive Officers will appoint qualified BEA members to each committee and forward a list of committee members to Administration no later than September 15th of each year.
2. Voting makeup of each committee is as follows: The PLAC will consist of 5 BEA members (2 elementary, 1 middle school, 1 high school, and 1 related service) and 4 administrators.
3. Decisions will be made based on consensus model. If consensus cannot be reached, members may submit a minority report along with the recommendation to the PLAC.

8.12.02 COMPENSATION

The BEA and Board of Education encourage all staff members to participate in committees that contribute to teaching and learning in the district. 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 number of meetings attended. Committees (Level I) which meet three (3) to four (4) times per year will be compensated at the \$30/hour rate for meetings and preparation for presentations. 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 (10) to thirteen (13) times per year will be compensated at 3% of Step 1, Lane 1. Committees (Level IV) which meet fourteen (14) or more times per year will be compensated at 4% of Step 1, Lane 1. The number of committee meetings will be stated in advance to determine the level of compensation. Bargaining Unit Members who participate in compensated district level committee work must notify their direct supervisor of their committee involvement. Membership and authorization for compensation for building level committees shall be given by the authorizing administrator. Administration will provide compensation authorization forms to all members of committees. Subgroups of committees may need to be formed. In this case, members of the same committee may be compensated at different rates, based on the total number of meetings attended. To be a more nimble organization, we recognize that ad hoc committees may be formed and they shall be compensated according to the number of meetings. Committee pay rates are applicable to PPS/BIT/Problem Solving. SLT shall be placed on the stipend schedule at Category IV, Step 1 and will not advance out of Step 1.

Any teacher who exhibits teacher leadership, as defined in the Professional Development Guidebook 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 Chief Academic Officer 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
201+	25

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 or for birth, adoption or placement for adoption. "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 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.

Additionally, the Board shall grant each member of the Bargaining Unit up to two (2) days of leave per year for the death of an individual with whom the Bargaining Unit member has a close familial or personal relationship.

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 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.

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 of Human Resources is required.

8.13.05 PARENTAL LEAVE

Tenured teachers may be granted a parental leave of absence, subject to the following:

a. Application for Leave

The teacher will make application for unpaid parental leave in writing to the Assistant Superintendent for Human Resources at least sixty (60) calendar days prior to the desired beginning of the leave, unless emergency circumstances dictate otherwise as approved by Administration.

b. Length of Leave

The leave may be for the remainder of the school year in which it is granted and up to one (1) additional school year. The teacher and the Assistant Superintendent for Human Resources shall agree on a plan for the commencement and termination of the leave, taking into consideration the circumstances of the teacher and the educational continuity for students, which shall be the primary consideration.

c. Use of Sick Leave

Until June 30, 2014, the practice of the District to allow use of available sick leave for the length of the leave will continue. Beginning July 1, 2014, the use of sick leave in conjunction with parental leave will be governed by the following limits:

1. For leaves requested during the 2014-15 school year, teachers may use a maximum of 60 sick days (if available) as part of such leave.
2. For leaves requested during the 2015-16 school year, the teacher may use a maximum of 30 sick days (if available) as part of such leave.
3. For leaves requested during the 2016-17 school year, the teacher may use a maximum of 15 sick days (if available) as part of such leave.
4. After June 30, 2017, the use of sick days will no longer be allowed for parental leave.

The above restrictions on the use of sick leave anticipate the use of sick days in conjunction with Family Medical Leave, if used. If Family Medical Leave is not used, the entitlements to sick leave use above are still available.

d. Employment Credit

A teacher using such leave will not receive salary schedule credit or seniority credit unless the teacher has worked at least ninety (90) days during any school year which is part of the leave.

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 February 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 or designee 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 March 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 1 of the previous school year to ensure the teacher's placement in the position vacated for the leave. If notification occurs after March 1, 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-licensed positions and substitute teaching. If the teacher chooses non-licensed employment or substitute teaching or outside employment, the District will offer the teacher the first licensed position available for which she/he is qualified to teach.

8.14 GROUP COVERAGES

- All members of the Bargaining Unit are eligible to participate in the health, dental and vision insurance programs as well as employee benefits provided by the Negotiated Agreement and the Association subject to the following: Part-time members of the Bargaining Unit will receive coverage in accordance with section 8.14.04 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.
- Married couples who are both employed by the District and are both members of the Bargaining Unit (Spouse and Spouse) shall have 100% of the costs of their coverage paid by the Board. The couple can elect to take either family coverage or two (2) single policies.

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 and Medication
3. Eyeglass Exam and Eyeglass Prescription Filled
4. Dental Exams and Services

The Board shall offer to shelter the employee's share of the premium for health and dental coverages.

Specifications of the group insurance policies shall be no less than those in effect on June 30, 2014, unless the same specifications are no longer available, in which case the specifications will be substantially the same or as otherwise agreed by the parameters set forth in Section 8.14.01 of this Agreement.

8.14.01 DISTRICT INSURANCE COMMITTEE

A District Insurance Committee consisting of up to four (4) BEA members, two (2) administrators, two (2) BESPA representatives, and two (2) exempt staff members will be created. The Committee is charged with making recommendations to the Board of Education and BEA President regarding:

- Plan design, including selected coverages, benefits, deductibles, and co-pay level;
- Linking wellness participation to premium rates; and
- Potential premium holidays.

The District's insurance brokers and other required resource people will be made available upon reasonable request as resources to the Committee.

8.14.02 HEALTH INSURANCE

For the duration of this Negotiated Agreement, the costs of the health insurance program shall be shared through the Board and employee contributions.

The percent of costs covered by the Board for the insurance coverage chosen by the Bargaining Unit member are shown below:

- | | |
|---|---------------------------------|
| ○ Single (\$250 Deductible) | Percent paid by the Board = 80% |
| ○ Family (\$250 Deductible) | Percent paid by the Board = 80% |
| ○ Single (\$1000 Deductible) | Percent paid by the Board = 90% |
| ○ Employee and Spouse (\$1000 Deductible) | Percent paid by the Board = 90% |
| ○ Employee and Child(ren) (\$1000 Deductible) | Percent paid by the Board = 90% |
| ○ Family (\$1000 Deductible) | Percent paid by the Board = 90% |

Funds accrued by the BEA as a result of Section 8.14.02 from previous Agreements will remain available to the BEA (hereafter known as the BEA Benefit Account).

Effective starting with the 2014-2015 school year and for the duration of the 2014-2017 Collective Bargaining Agreement, the Board agrees to pay for the following:

1. Flexible Spending Account (FSA) administration fees;
2. Health insurance broker fees;
3. Cost associated with implementing a District sponsored Wellness Fair
4. EAP

8.14.03 DENTAL & VISION INSURANCE

For the duration of this Negotiated Agreement, the cost of the dental insurance program shall be shared through Board and employee contributions with the Board paying 80% and the employee paying 20% of the plan chosen by the employee from those provided by the District.

For the duration of this Negotiated Agreement, vision insurance shall be provided to all members of the Bargaining Unit and their family members with the cost to be covered 100% by the Board.

8.14.04 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.

8.14.05 INSURANCE RESERVES

The Insurance Reserve should be 25% of projected annual costs as recommended by the District's insurance brokers. Annual costs include projected medical and pharmaceutical claims along with the administrative costs associated with the plan, including costs for stop-loss insurance.

Insurance Reserve Calculation and Adjustment: The actual dollar balance as of March 31 in the Reserve will be compared to the amount required by the Reserve Formula. The difference will be used to determine if an adjustment (increase or decrease) in the premium contribution funding rates for the new plan year starting July 1 is required.

If the actual balance of the Reserve is more than 120% of the formula amount, a release of funds (decrease) may be applied to the premium contribution funding rates for the upcoming plan year based on the district/employee proportions currently in effect.

8.14.06 TAX-SHELTERED ANNUITY

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

8.14.07 TUITION REIMBURSEMENT

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

The Superintendent or designee will determine and publish on the District's website those targeted areas eligible for tuition reimbursement for the duration of this Agreement. Once such determination has been made, the areas designated as "targeted" will be made known to the BEA President. Additionally, the BEA President will be told the number of teachers whose tuition reimbursement requests have been approved and the number denied.

Tuition reimbursement for courses taken in an approved advance degree program or Specialist degree outside of the "targeted" areas referenced above will be paid in the amount of \$75.00 per semester hour. Teachers whose degree program was approved prior to July 1, 2012 will continue to receive tuition reimbursement in the amount of \$150.00 per semester hour and subject to all other requirements of this Section 8.14.07.

All 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 licensed employees in their first or second year of employment with the District.

The ability to 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 certification/licensure status in addition to a teaching license 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. Access to this aggregate sum will require prior approval of the Assistant Superintendent of Human Resources and successful completion. When the \$10,000 is exhausted annually, there will be no more funds available that year. Furthermore, any unused portion of this annual allocation will not be available in subsequent year(s) of this Agreement.

After June 30, 2017, the Board will not provide tuition reimbursement to ANY employees regardless of whether an employee has previously started a degree program.

8.14.07.01 LICENSED CANDIDATE SEARCH

If the Board is not satisfied with candidates who hold the necessary licensure and/or endorsement, the Board may select a candidate who is willing to obtain the necessary license 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 licensure 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 licensure and/or endorsements have a desire to fill the position and share the commitment to gain the necessary licensure 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.”

8.15 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.

8.16 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 licensed employee. The number of days will be determined by multiplying 182 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 licensed 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 Human Resources office 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 Human Resources office in a timely manner. Compensation will be received on the next available payroll.

8.16.01 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.

8.16.02 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 caseloads or student contact time as compared with a full time teacher.

8.16.03 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.

8.16.04 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.

8.16.05 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.

8.17 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 or designee.

In the event that staff may be dismissed or reduced in employment, due to the above, representatives of the Association shall be invited to meet with representatives 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 Illinois School Code for recall of an honorably dismissed teacher, the recall will be conducted according to the requirements of the Illinois School Code.

Each 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 or designee 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.

8.18 MISCELLANEOUS TEACHER ACTIVITIES

8.18.01 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.

8.18.02 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. Exceptions to the parameters above can be made using current Board policy.

8.18.03 COURSE APPROVAL CRITERIA

The District Professional Learning Advisory Council shall annually review the criteria to be used by the administration for approval of teacher requests for course work. The Council shall also review the appeal process to be implemented upon the denial of any such request.

8.18.04 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.

8.18.05 REFERENDA

The Association has the right and the responsibility to support School District referenda.

8.18.06 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 STUDENT DISCIPLINE

8.19.01 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.

8.19.02 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.

8.20 ASSOCIATION MEMBERSHIP

8.20.01 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 licensed 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.

8.20.02 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.

8.20.03 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.

8.20.04 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.

8.20.05 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.

8.20.06 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 LICENSED STAFF EVALUATION

The Board is responsible for the evaluation of members of the Bargaining Unit and for the establishment of evaluation procedures consistent with School Code. In accordance with School Code, a Joint Appraisal Committee composed equally of representatives selected by the Superintendent or Designee and the BEA President will work to create a teacher appraisal plan that incorporates student growth measures as a significant factor. Both the Board and BEA will implement and follow the Batavia Appraisal Plan with fidelity.

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 AREAS FOR CONTINUOUS IMPROVEMENT

The Board, Administration, and the BEA will strive for continuous improvements to teaching, learning, and communication in the following areas:

- The Board, Administration, and BEA leadership will insure that all processes and procedures are being followed with fidelity
- Administration will report the budget and expenditures to staff
- Stipend payments will be itemized
- Administration will create a more optimal work environment for Speech Language Pathologists by the following methods:
 - Director for Student Services or designee shall strive to reduce the workload of additional duties of the district's Speech Language Pathologists (SLP).
 - Possible ways to implement this are as follows: Reducing the number of assessments given to students for re-evaluation when appropriate, using classified staff to help with the logistics of scheduling meetings and other details, centralizing SLP's schedules and plan time, clarifying what classes students can be removed from to receive services, developing a shared understanding of how to handle breaks in service, referring to ASHA guidelines and developing a workload model for SLP's , and identifying other extra duties that can be removed from the SLPs duties.
- Collaboration between teachers and service providers (formerly BIT meetings) will continue to occur during contractual time for teachers. If any additional time is required outside of the contractual day, it will be compensated at the appropriate committee level according to Article 8.12.02 of this Agreement.
- Teacher Preparation Time: The District and BEA recognize that it is vital for teachers to have uninterrupted duty-free daily preparation time. The District and BEA also recognize that teachers may be asked on occasion to use their preparation time to collaborate with colleagues or to meet with special education/related services teacher(s) regarding students or attend IEP meetings.
- The Board and BEA will collaboratively examine current workday practices and make recommendations for any mutually agreed upon changes.

ARTICLE 11.0 TERM OF AGREEMENT

This Agreement shall be in full force and effect from July 1, 2014, through June 30, 2017.

In witness thereof:

BATAVIA EDUCATION
ASSOCIATION, IEA/NEA

ON BEHALF OF THE
BOARD OF EDUCATION
SCHOOL DISTRICT NO. 101

President

President

Secretary

Secretary

Date

Date

MEMORANDA OF UNDERSTANDING

TEACHER APPRAISAL RATING STRUCTURE

The Board of Education and the BEA reached the following agreements and understandings during negotiations for the 2012-2014 Negotiated Agreement:

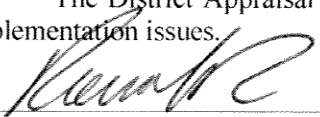
- 1) Tenured teachers rated "needs improvement" during their first appraisal year under the new appraisal model will first receive a preliminary rating. Upon completion of their reported "support" plan, the appraisal rating achieved at that time will be the rating used to determine the teachers' reduction-in-force category.

- 2) "Qualified Evaluator" status will be determined by the requirements of the Illinois School Code and will be assigned by the administration. If during the appraisal process a teacher is dissatisfied with an evaluator who has had no prior experience in a position requiring certification and working with students, the teacher may request, and will receive, a second independent evaluator who meets the requirements noted above.

- 3) The assignment of an evaluator to tenured teachers (excluding those approved for retirement) during the first and second years of the appraisal plan will be determined by lottery according to the teachers' building or department. For purposes of this lottery, the assignment of each teacher will be as follows:
 - A. Elementary level: divided by regular education or special education/related services.
 - B. Middle School: divided by grades 6, 7 and 8) or special education/related services (including exploratory teachers)
 - C. High School: divided by the 4 Divisions.


- 4) The District RIF and seniority lists will be created and shared with the BEA President no later than 75 calendar days before the end of the school year.

- 5) The District Appraisal Committee will continue to operate as a continuous improvement team to process implementation issues.



President, Board of Education

Date: 6/8/2012



President, BEA

Date: 6/8/2012

TEACHER EVALUATION RATINGS

MEMORANDUM OF UNDERSTANDING

Teacher Evaluation Ratings

The SB7 Joint Committee of the Board of Education of Batavia School District No. 101, Kane County, Illinois (the "Board") and the Batavia Education Association ("BEA") have reached an agreement on October 4th, 2011 regarding the evaluation of teachers in the BEA bargaining unit and wish to memorialize the terms of their agreement.

1. Beginning with the 2011-2012 school year, all newly employed teachers in the BEA bargaining unit, when scheduled for evaluation, will be evaluated under the terms of the pilot evaluation program as found in the Letter of Agreement between the Board and the BEA dated August 25th, 2011. This Letter of Agreement is attached hereto and incorporated herein by this reference.

2. The Administration and the BEA will reconvene the Joint Evaluation Committee during the 2011-2012 school year for purposes of continuing to develop a new teacher evaluation system consistent with the requirements of the *Illinois School Code* and Public Act 97-0008 ("Senate Bill 7"). In performing this work, the Joint Evaluation Committee will be governed by the following parameters:

a. The Committee will make recommendations to the Superintendent and the BEA President regarding the conversion of relevant teacher evaluation ratings used under the prior waiver system approved by the Illinois State Board of Education to the newly required ratings of "unsatisfactory", "needs improvement", "proficient", and "excellent". The Committee will recommend that teacher ratings for 2010-11 and 2011-12 shall be based upon the "Professional Development/Growth" and "Professional Assistance"

ratings incorporated into the existing teacher evaluation waiver. In making this conversion for the 2010-11 and 2011-12 school years, teachers having earned a "Professional Development/Growth" rating shall be defined as "Proficient" while teachers having earned a "Professional Assistance" rating shall be rated as "Needs Improvement."

b. The further implementation of a revised Teacher Appraisal System will be a subject for collective bargaining. The implementation of the negotiated Teacher Appraisal System will commence during the 2012-13 school year and will comply with the requirements of the Illinois School Code and Senate Bill 7.

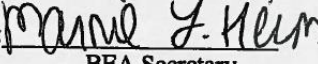
bc. No teacher will be placed in group 4 for purposes of reduction in force, until all teachers have been evaluated at least twice under the new model. This will require a four year implementation sequence for the new model before a teacher can be placed in group 4.

The BEA and the Board by their duly authorized representatives and agents have signed and executed this Memorandum on the date set forth below.

AGREED this 12th day of December, 2011.


BATAVIA EDUCATION
ASSOCIATION, IEA/NEA

By: 
BEA President

Attest: 
BEA Secretary

ON BEHALF OF THE
BOARD OF EDUCATION
SCHOOL DISTRICT NO. 101

By: 
Superintendent

Attest: 
Admin Witness

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TEACHER APPRAISAL PLAN RUBRIC UPDATES

MEMORANDUM OF AGREEMENT

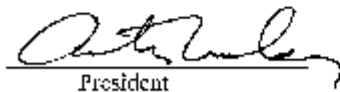
THIS AGREEMENT is made by and among the BOARD OF EDUCATION OF BATAVIA SCHOOL DISTRICT NO. 101, KANE COUNTY, ILLINOIS and the BATAVIA EDUCATION ASSOCIATION, IEA/NEA, sometimes collectively referred to as the Parties.

WHEREAS, the BOARD and the BEA wish to memorialize their agreement as modifications to the Professional Appraisal Plan, NOW, THEREFORE, in consideration of the following promises and mutual agreements, the sufficiency of which is hereby acknowledged, the Parties agree to language changes in said document as follows:

IN WITNESS WHEREOF, THE BOARD OF EDUCATION OF BATAVIA SCHOOL DISTRICT NO. 101, KANE COUNTY, ILLINOIS and the BATAVIA EDUCATION ASSOCIATION, IEA/NEA by their duly authorized representatives and agents, have signed and executed this Agreement on the dates indicated below.

1. Change in form 5D Library/Media Specialist rubric: Component 4f: Showing Professionalism: Descriptions of the levels of performance for 4f were changed to mirror the language on the teacher rubric in form 5A. (See attached revised form)
2. Change in form 5A Teachers rubric: Form 5A was updated to reflect the component descriptions and critical attributes in the 2013 Danielson rubric. (See attached revised form)

BATAVIA EDUCATION ASSOCIATION,
IPA/NEA


President

5/29/2013
Date

BATAVIA PUBLIC SCHOOL
DISTRICT #101


Superintendent

5/29/2013
Date

TEACHER APPRAISAL PLAN AGREEMENTS AND MODIFICATIONS

MEMORANDUM OF AGREEMENT

THIS AGREEMENT is made by and among the BOARD OF EDUCATION OF BATAVIA SCHOOL DISTRICT NO. 101, KANE COUNTY, ILLINOIS and the BATAVIA EDUCATION ASSOCIATION, IFA/NTEA, sometimes collectively referred to as the Parties.

WHEREAS, the BOARD and the IBEA wish to memorialize their agreement as modifications to the Professional Appraisal Plan, NOW, THEREFORE, in consideration of the following promises and mutual agreements, the sufficiency of which is hereby acknowledged, the Parties agree to language changes in said document as follows:

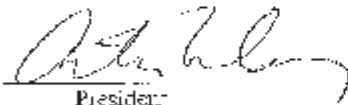
1. For the 2014-2015 school year, those teachers participating in a targeted pilot of Student Learning Objectives (SLOs) will be exempt from the requirement in the appraisal plan for the development of a Professional Growth Plan (PGP).
2. For the 2014-2015 school year, form changes for specialists (Forms 1, 2, 3 and 5C) may be approved at the Joint Committee level with a majority vote of the members.
3. Beginning in the 2014-2015 school year, Forms 1C and 3C will be added to the appraisal plan. The pre- and post-observation forms sign to the District Instructional Specialist Levels of Performance Rubric.
4. Form 5B: Department Head's-Level of Performance Rubric: Evidence Summary Form will be removed from the appraisal plan.
5. Beginning in the 2014-2015 school year, Form 5A: Teachers-Levels of Performance Rubric: Evidence Summary Form will be changed to reflect the following changes:
 - a. Combining 1D: Demonstrating Knowledge of Resources with 1E: Designing Coherent Instruction

- b. Elimination of component 3E: Organizing Physical Space
- c. Elimination of component 4F: Showing Professionalism
- d. Additional critical attributes in: 4B: Maintaining Accurate Instructional and Non-Instructional Records
- e. Additional critical attributes in: 4E: Growing and Developing Professionally

Changes will also be made to Sections 1, 4 and 7 and Forms 1, 2, and 3 to reflect the aforementioned changes

IN WITNESS WHEREOF, THE BOARD OF EDUCATION OF BATAVIA SCHOOL DISTRICT NO. 101, KANE COUNTY, ILLINOIS and the BATAVIA EDUCATION ASSOCIATION, IEA/NEA by their duly authorized representatives and agents, have signed and executed this Agreement on the dates indicated below.

BATAVIA EDUCATION ASSOCIATION,
IEA/NEA


President

8/5/14
Date

BATAVIA PUBLIC SCHOOL
DISTRICT #101


Superintendent

8/6/14
Date

APPENDIX A: CLASS SIZE COMMUNICATION TIMELINE

	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
CRITICAL EVENTS	<ul style="list-style-type: none"> Fall Housing Report 	Central Office Administration and BEA leadership meet to review the implementation of this process.	HR meets with building administration to review projected enrollments based upon current student numbers holding kindergarten as a constant.	HR will compile a report from the Nov. discussions. This report will detail projections by school regarding the number of sections/teachers.
	Ongoing discussions related to potential or actual requests for relief			
COMMUNICATION RESPONSIBILITIES				<ul style="list-style-type: none"> HR will submit the report to BEA leadership so that all parties have the same information. Building administrators will share information with BEA Building Representative and begin discussing projections and building implications.

	JANUARY	FEBRUARY	MARCH
CRITICAL EVENTS	<ul style="list-style-type: none"> Administrative team reviews class size projections based upon instructional & financial needs. HR projects the impact of any class size changes in terms of sections/personnel. 		Administrative staffing recommendations inclusive of RIF are presented to the Board of Education for approval.
	Ongoing discussions related to potential or actual requests for relief		
COMMUNICATION RESPONSIBILITIES	<ul style="list-style-type: none"> HR will engage in ongoing dialog with BEA leadership about variables in play. Building administration will discuss changing class size possibilities with BEA Building Representative and involved staff. If a Reduction in Force is anticipated impact discussions with BEA leadership will occur. 		<ul style="list-style-type: none"> HR dialog with BEA leadership regarding RIF and staffing projections. HR will communicate with affected teachers/staff regarding ongoing employment/RIF.

	APRIL	MAY	JUNE	JULY
CRITICAL EVENTS	Ongoing administrative review of budgetary status, personnel needs, potential recall, and related matters.		<ul style="list-style-type: none"> • HR communicates tentative assignments to staff. • Tentative class size & assignment decisions made at each school. 	Changes in enrollment are tracked at a building level and issues are communicated to HR.
	Ongoing discussions related to potential or actual requests for relief			
COMMUNICATION RESPONSIBILITIES	<ul style="list-style-type: none"> • HR discusses any changes in staffing projections with BEA leadership. • Building administration processes any class size or composition concerns with affected teachers and BEA Building Representative. 		Building administrators will share tentative class sizes with BEA Building Representative and staff. Potential problem areas will be noted.	Building administrators work closely with teachers and BEA Representative affected by class size or composition concerns. BEA Building Representative to be kept informed of any relief or modifications.

	AUGUST
CRITICAL EVENTS	<p>Final class lists are shared with parents and teaching staff.</p> <p>No sooner than ten days prior to the first student attendance day of the school year teachers wishing to process class size concerns will use the Relief sections of the collective bargaining agreement rather than the proactive communication processes identified in this timeline.</p>
COMMUNICATION RESPONSIBILITIES	Ongoing/proactive discussion at the school to problem solve related to student needs, class size, or class composition issues.

APPENDIX B: SPECIAL DUTY POSITIONS

Licensed 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 \$22. 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	\$77.00
Basketball Crowd control	\$66.00
Basketball Scorer	\$77.00
Basketball Ticket Seller	\$55.00
Basketball Timer	\$77.00
Football Announcer	\$110.00
Football Crowd Control	\$110.00
Football Sideline Official	\$110.00
Football Ticket Seller	\$77.00
Football Timer	\$110.00
Wrestling Crowd Control	\$66.00
Wrestling Scorer	\$77.00
Wrestling Ticket Seller	\$55.00
Wrestling Timer	\$77.00
Volleyball Crowd Control	\$55.00
Volleyball Scorer	\$66.00
Volleyball Ticket Seller	\$44.00
Soccer Announcer	\$66.00
Soccer Ticket Seller	\$44.00
Soccer Timer	\$66.00
Track Worker	\$55.00

Middle School

Athletic Supervision	\$55.00
Athletic Ticket Seller	\$44.00

The Athletic Director or designee shall solicit BEA volunteers for these positions and then create a schedule for filling them. If there are any unfilled positions, the BEA volunteers list must be exhausted before any positions are offered to BESPAs Members, then other District staff, and finally, outside vendors..

Certain positions may be filled by the same person for an entire season/year. Additionally, certain positions will be filled by individuals who have the required specialized training or skills.

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

*In order to be eligible to perform summer work, applicants must receive prior, documented approval. See the District website for opportunities and the application process.

APPENDIX C: STIPEND SCHEDULE

Category I

BHS - Art Competition [2 x .50]
BHS - BADD/SADD Advisor [1]
BHS - Graduation Speech Advisor [1]
BHS - Foreign Language Competition [1]
BHS - Literary competition [1]
BHS - Math contest [5]
BHS - Mock trial [1] ##
BHS - Science Competition [1]
BHS - WYSE [1]
BHS - Youth Government [1] ##
RMS - Club Sponsor
ELEM - Field Day Coordinator [JBN, HWS, AGS, LWS, HCS] ##
ELEM - Breakfast with Books [JBN] ##
ELEM - Battle of the Books [6] ##
ELEM - Battle of the Books - Dist. Coordinator [1] ##
ELEM – Family Literacy Night [1]

Category II

BHS - Class Sponsor [4]
BHS - Environmental club [1]
BHS - Latin Certamen [1] ##
BHS – Gay Straight Alliance [1]
BHS – Psychology Club [1]
RMS - Mostly Math ##
RMS - Mathletes ##
ELEM - Art Club ##
ELEM - Student Newspaper [LWS] ##
ELEM - Art Show [per school]
ELEM – K-kids [HWS]

Category III

BHS - AM Morning Open Gym Supervisor [1]
BHS - Art Show [1]
BHS - Drama Club [1]
BHS - Fishing club [1] ##
BHS - National French Honor Society [1]
BHS - Future Educators of America [1]
BHS - Tri-M
BHS - Pep Band [1]
BHS – Black Box Play Technical Director/Stage Builder [1] ##
BHS - Musical Accompanist [1] ##
BHS – National Art Honor Society [1]
BHS – National Spanish Honor Society [1]

BHS – Winter Color Guard [1]
BHS – National English Honor Society [1]
BHS – National Latin Honor Society [1]
RMS – Ecology Club ##
RMS - Cheerleading [2]
RMS – Bulldog Book Club [1]
ELEM - Student Government [per school]
ELEM - 5th Grade Chorus [per school]
ELEM – Walking Club [AGS]

Category IV

BHS - National Honor Society [1]
BHS – Winter Color Guard [1]
BHS – I Heart Art [1]
BHS – Asst. Musical Tech. Dir. [1]
BHS – Winter Play Technical Director/Stage Builder [1] ##
RMS - Battle of the Books ##
RMS - Orchestra 6th Grade [1]
RMS - Orchestra 7-8
RMS - Jazz Band
RMS - Jazz Ensemble
RMS - Symphonic Band
RMS - Swing Kids
RMS - BYSE [1]
RMS - 6th Grade Band
RMS - Band (7th & 8th) [2]
RMS - Vocals [1]
RMS – Show Choir Vocal Gold
District – School Leadership Team (SLT) ##

Category V

BHS - International Club [1]
BHS - Video Club [1] ##
BHS - Vocational Education [1]
BHS - Musical Pit Orchestra [1]
BHS - Madrigals [1]
BHS - Musical Choreographer [1] ##
BHS - Studio show
BHS - Political Debate Club [1]
BHS - Games Club [1]
BHS – Community Enrichment Art Shows [1]

BHS/RMS – Team/Department Support Services [13
BHS/9 RMS] ##
RMS - Drama
RMS - Newspaper
RMS - Yearbook
RMS - Student Government
RMS - Service Club
RMS - Talent Show
RMS - Talent Show 6th Grade
RMS - Drama 6th Grade
RMS - Intramurals [3]
ELEM - Band [2]
ELEM - Orchestra [2]

Category VI

BHS - Jazz Band [2]
BHS - Chamber Orchestra [1]
BHS - Play Director [2]
BHS - Musical Vocal [1]
BHS - Student Council [2]
BHS - Asst. Show Choir [1]
BHS – Asst. Golf Coach (both) [2]
BHS – Project Runway Wearable Art Show [1]
RMS - Asst. Football [6]
RMS - Volleyball [8]
RMS - Track (both) [5]
RMS - Cross Country (both) [2]
District – Standards Coordinator [3] ##

Category VII

BHS - Drumline [1]
BHS - Colorguard [1]
BHS - Concert Band [2]
BHS - Concert Choir
BHS - Concert Orchestra
BHS - Musical Technical Director/Stage Builder [1]##
RMS - Head Football [1]
RMS - Asst. Basketball (both)
District - LRC Coordinator [1]

Category VIII

BHS - Head Show Choir [1]
BHS - Weight Room Supervisor [1]
BHS - Asst. Cross Country (both) [1 each]
BHS - Asst. Softball [3]
BHS - Asst. Tennis (both) [1 each]

BHS - Asst. Volleyball [4]
BHS - Asst. Soccer (both) [4 each]
BHS - Asst. Baseball [4]
BHS - Asst. Gymnastics [1]
BHS - JV Cheerleading [2]
BHS - Asst. Marching Band Director [1]
BHS - Newspaper [1]
BHS - Printing/Graphics Coordinator [1]
BHS - JV Dance Team Head Coach [1]
BHS - Key Club [1]
BHS - Drivers Education Coordinator [1]
BHS – Interact Club [1]
RMS - IMSA Fusion [2] ##

Category IX

BHS - Asst. Basketball (both) [4 each]
BHS - Asst. Wrestling [3]
BHS - Asst. Football [11]
BHS - Asst. Track (both) [3 each]
BHS - Head Golf (both) [2 total] #
BHS - Head Tennis (both) [2 total] #
BHS - Head Cross Country (both) [2 total] #
RMS - Head Basketball (both) [8 girls 8 boys]
RMS - Wrestling [4]

Category X

BHS - Head Softball [1]
BHS - Gymnastics [1]
BHS – Dance/Pom Team [1]

Category XI

BHS - Head Soccer (both) [2 total]
BHS - Head Wrestling [1]
BHS - Head Baseball [1]
BHS - Head Volleyball [1]
BHS - Cheerleading (2 total)
BHS - Musical Director [1]

Category XII

BHS - Head Football [1]
BHS - Head Track (both) [2 total]
BHS - Head Basketball (both) [2]
BHS - Yearbook [1]
BHS - Head Marching Band
BHS - Asst. Athletic Director [2]

Footnotes

- Head coaches without assistant coaches will move to Category X

- Stipends that do not advance out of Step I

2014-2015 Stipend Schedule						
Schedule Base		\$ 39,676				
I 1-2	II 3-5	III 6-7	IV 8-9	V 10-11	VI 12-13	VII 14+
Schedule of Indices						
0.0100	0.0150	0.0200	0.0250	0.0300	0.0350	0.0400
0.0200	0.0250	0.0300	0.0350	0.0400	0.0450	0.0500
0.0300	0.0350	0.0400	0.0450	0.0500	0.0550	0.0600
0.0400	0.0450	0.0500	0.0550	0.0600	0.0650	0.0700
0.0500	0.0575	0.0650	0.0725	0.0800	0.0875	0.0950
0.0600	0.0700	0.0800	0.0900	0.1000	0.1100	0.1200
0.0700	0.0840	0.0980	0.1120	0.1260	0.1400	0.1540
0.0900	0.1040	0.1180	0.1320	0.1460	0.1600	0.1740
0.1100	0.1240	0.1380	0.1520	0.1660	0.1800	0.1940
0.1300	0.1440	0.1580	0.1720	0.1860	0.2000	0.2140
0.1500	0.1640	0.1780	0.1920	0.2060	0.2200	0.2340
0.1700	0.1840	0.1980	0.2120	0.2260	0.2400	0.2540
Stipends						
\$ 397	\$ 595	\$ 794	\$ 992	\$ 1,190	\$ 1,389	\$ 1,587
\$ 794	\$ 992	\$ 1,190	\$ 1,389	\$ 1,587	\$ 1,785	\$ 1,984
\$ 1,190	\$ 1,389	\$ 1,587	\$ 1,785	\$ 1,984	\$ 2,182	\$ 2,381
\$ 1,587	\$ 1,785	\$ 1,984	\$ 2,182	\$ 2,381	\$ 2,579	\$ 2,777
\$ 1,984	\$ 2,281	\$ 2,579	\$ 2,877	\$ 3,174	\$ 3,472	\$ 3,769
\$ 2,381	\$ 2,777	\$ 3,174	\$ 3,571	\$ 3,968	\$ 4,364	\$ 4,761
\$ 2,777	\$ 3,333	\$ 3,888	\$ 4,444	\$ 4,999	\$ 5,555	\$ 6,110
\$ 3,571	\$ 4,126	\$ 4,682	\$ 5,237	\$ 5,793	\$ 6,348	\$ 6,904
\$ 4,364	\$ 4,920	\$ 5,475	\$ 6,031	\$ 6,586	\$ 7,142	\$ 7,697
\$ 5,158	\$ 5,713	\$ 6,269	\$ 6,824	\$ 7,380	\$ 7,935	\$ 8,491
\$ 5,951	\$ 6,507	\$ 7,062	\$ 7,618	\$ 8,173	\$ 8,729	\$ 9,284
\$ 6,745	\$ 7,300	\$ 7,856	\$ 8,411	\$ 8,967	\$ 9,522	\$ 10,078

2015-2016 Stipend Schedule							
Schedule Base		\$ 40,826					
STEP YEARS	I 1-2	II 3-5	III 6-7	IV 8-9	V 10-11	VI 12-13	VII 14+
Categories	Schedule of Indices						
I	0.0100	0.0150	0.0200	0.0250	0.0300	0.0350	0.0400
II	0.0200	0.0250	0.0300	0.0350	0.0400	0.0450	0.0500
III	0.0300	0.0350	0.0400	0.0450	0.0500	0.0550	0.0600
IV	0.0400	0.0450	0.0500	0.0550	0.0600	0.0650	0.0700
V	0.0500	0.0575	0.0650	0.0725	0.0800	0.0875	0.0950
VI	0.0600	0.0700	0.0800	0.0900	0.1000	0.1100	0.1200
VII	0.0700	0.0840	0.0980	0.1120	0.1260	0.1400	0.1540
VIII	0.0900	0.1040	0.1180	0.1320	0.1460	0.1600	0.1740
IX	0.1100	0.1240	0.1380	0.1520	0.1660	0.1800	0.1940
X	0.1300	0.1440	0.1580	0.1720	0.1860	0.2000	0.2140
XI	0.1500	0.1640	0.1780	0.1920	0.2060	0.2200	0.2340
XII	0.1700	0.1840	0.1980	0.2120	0.2260	0.2400	0.2540
Categories	Stipends						
I	\$ 408	\$ 612	\$ 817	\$ 1,021	\$ 1,225	\$ 1,429	\$ 1,633
II	\$ 817	\$ 1,021	\$ 1,225	\$ 1,429	\$ 1,633	\$ 1,837	\$ 2,041
III	\$ 1,225	\$ 1,429	\$ 1,633	\$ 1,837	\$ 2,041	\$ 2,245	\$ 2,450
IV	\$ 1,633	\$ 1,837	\$ 2,041	\$ 2,245	\$ 2,450	\$ 2,654	\$ 2,858
V	\$ 2,041	\$ 2,347	\$ 2,654	\$ 2,960	\$ 3,266	\$ 3,572	\$ 3,878
VI	\$ 2,450	\$ 2,858	\$ 3,266	\$ 3,674	\$ 4,083	\$ 4,491	\$ 4,899
VII	\$ 2,858	\$ 3,429	\$ 4,001	\$ 4,573	\$ 5,144	\$ 5,716	\$ 6,287
VIII	\$ 3,674	\$ 4,246	\$ 4,817	\$ 5,389	\$ 5,961	\$ 6,532	\$ 7,104
IX	\$ 4,491	\$ 5,062	\$ 5,634	\$ 6,206	\$ 6,777	\$ 7,349	\$ 7,920
X	\$ 5,307	\$ 5,879	\$ 6,451	\$ 7,022	\$ 7,594	\$ 8,165	\$ 8,737
XI	\$ 6,124	\$ 6,695	\$ 7,267	\$ 7,839	\$ 8,410	\$ 8,982	\$ 9,553
XII	\$ 6,940	\$ 7,512	\$ 8,084	\$ 8,655	\$ 9,227	\$ 9,798	\$ 10,370

The base for the 2016-17 School Year will be equal to BA, Step 1 of that year.

APPENDIX D: SALARY SCHEDULE

BEA SALARY SCHEDULE 2014-2015											
					BA+36*/					DMA/SPEC	
	BA	BA8	BA16	BA24	MA	MA8	MA16	MA24	MA32	MA40	PhD
STEP	I	Ia	Ib	Ic	II	IIa	IIb	IIc	IId	IIe	III
1	\$ 41,763	\$ 44,293	\$ 46,823	\$ 49,352	\$ 51,882	\$ 54,412	\$ 56,942	\$ 59,471	\$ 62,844	\$ 67,061	\$ 72,120
2	\$ 41,963	\$ 44,493	\$ 47,023	\$ 49,552	\$ 52,082	\$ 54,612	\$ 57,142	\$ 59,671	\$ 63,044	\$ 67,261	\$ 72,320
3	\$ 42,163	\$ 44,693	\$ 47,223	\$ 49,752	\$ 52,282	\$ 54,812	\$ 57,342	\$ 59,871	\$ 63,244	\$ 67,461	\$ 72,520
4	\$ 43,850	\$ 46,379	\$ 48,909	\$ 51,439	\$ 53,969	\$ 56,498	\$ 59,028	\$ 61,558	\$ 64,931	\$ 69,147	\$ 74,207
5	\$ 45,958	\$ 48,487	\$ 51,017	\$ 53,547	\$ 56,077	\$ 58,607	\$ 61,136	\$ 63,666	\$ 67,039	\$ 71,255	\$ 76,315
6	\$ 47,644	\$ 50,174	\$ 52,704	\$ 55,234	\$ 57,763	\$ 60,293	\$ 62,823	\$ 65,353	\$ 68,726	\$ 72,942	\$ 78,002
7	\$ 49,331	\$ 51,860	\$ 54,390	\$ 56,920	\$ 59,450	\$ 61,980	\$ 64,509	\$ 67,039	\$ 70,412	\$ 74,628	\$ 79,688
8	\$ 51,017	\$ 53,547	\$ 56,077	\$ 58,607	\$ 61,136	\$ 63,666	\$ 66,196	\$ 68,726	\$ 72,099	\$ 76,315	\$ 81,375
9	\$ 52,704	\$ 55,234	\$ 57,763	\$ 60,293	\$ 62,823	\$ 65,353	\$ 67,882	\$ 70,412	\$ 73,785	\$ 78,002	\$ 83,061
10	\$ 54,812	\$ 57,342	\$ 59,871	\$ 62,401	\$ 64,931	\$ 67,461	\$ 69,991	\$ 72,520	\$ 75,893	\$ 80,110	\$ 85,169
11		\$ 59,028	\$ 61,558	\$ 64,088	\$ 66,618	\$ 69,147	\$ 71,677	\$ 74,207	\$ 77,580	\$ 81,796	\$ 86,856
12			\$ 63,244	\$ 65,774	\$ 68,304	\$ 70,834	\$ 73,364	\$ 75,893	\$ 79,266	\$ 83,483	\$ 88,542
13					\$ 69,991	\$ 72,520	\$ 75,050	\$ 77,580	\$ 80,953	\$ 85,169	\$ 90,229
14					\$ 71,677	\$ 74,207	\$ 76,737	\$ 79,266	\$ 82,639	\$ 86,856	\$ 91,915
15					\$ 73,785	\$ 76,315	\$ 78,845	\$ 81,375	\$ 84,748	\$ 88,964	\$ 94,023
16					\$ 75,472	\$ 78,002	\$ 80,531	\$ 83,061	\$ 86,434	\$ 90,650	\$ 95,710
17						\$ 79,688	\$ 82,218	\$ 84,748	\$ 88,121	\$ 92,337	\$ 97,396
18						\$ 81,375	\$ 83,904	\$ 86,434	\$ 89,807	\$ 94,023	\$ 99,083
19						\$ 83,061	\$ 85,591	\$ 88,121	\$ 91,494	\$ 95,710	\$ 100,770
20						\$ 86,012	\$ 88,542	\$ 91,072	\$ 95,710	\$ 99,926	\$ 104,986
21										\$ 102,878	\$ 107,937
22										\$ 105,829	\$ 110,889
23										\$ 108,780	\$ 113,840
									Longevity Step	\$ 110,521	\$ 115,661

For purposes of developing the salary schedule for the 2015-16 and 2016-17 school years, the base salary (BA I, Step 3) of the 2014-15 school year will be increased by 1/5 (20%) of the average of the Consumer Price Indices established for the Property Tax Extension Limitation Law purposes for their respective fiscal years. The Longevity Step is calculated by increasing Step 23 of the same lane by the average of the Consumer Price Indices, but will never be less than the Longevity Step in the prior year.

