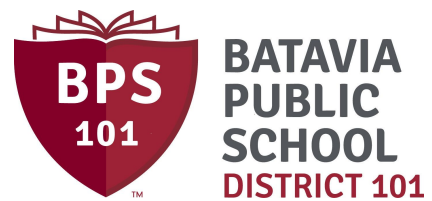


# Negotiated Agreement

## Batavia Education Association & Board of Education of Batavia Public School District 101

July 1, 2017, through June 30, 2019



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## **ARTICLE 1.0 INTRODUCTION**

The Board of Education of Batavia 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", or "educators". 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 educator 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 educators' mailboxes. The Association may continue to use educators' 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 educators 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 an educator shall exist at the Human Resources office.

#### **3.07.02 Availability for Educator Review**

All materials placed in the educator's file and originating with the School District shall be available to the educator 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 an educator may be placed in his/her file without first giving a copy to him/her. The educator shall initial the file copy to show receipt thereof. The educator 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 educator 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 an educator's personnel file.

### **3.07.04 Confidential Material Not Subject To Review**

No educator 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 Educator Initiated Personnel Reports**

Educators 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 educator's file. The Assistant Superintendent of Human Resources shall notify the educator 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 educator'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 educator 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 an educator's personnel file those disciplinary reports, letters of reprimand, records of disciplinary action or performance evaluations which are more than six (6) years old. An educator 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**

Educators 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. Educators 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

An educator 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. Educators 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 an educator.

### **3.07.11 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.

## **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.

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 initialed by the chief negotiators for each party before it is presented for discussion by either party.

### **6.07.02 Ratification/Rejection by Association**

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

### **6.07.03 Notification of Acceptance/Rejection**

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

## **6.08 IMPASSE ADVISORS**

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

## **6.09 IMPASSE PROCEDURE**

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

## **ARTICLE 7.0 GRIEVANCE PROCEDURE**

### **7.01 DEFINITION**

A grievance is defined as a written claim by the Association, an educator, or a group of educators 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 educator 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-(20) 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 educators 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 an educator 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 an educator 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 educator will be notified of his/her employment 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 educators 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**

Educators, 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. Educators shall express their interest as indicated in the posting electronically on the District website.

### **8.03 TRANSFERS**

Transfer of educators 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 educator 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 educator 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 an educator 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 educator. He/she shall be considered for future vacancies for which he/she is qualified provided the educator 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, an educator 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 educators by written posting by May 1st. Educators will have seven (7) 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 [District website](#). Notice of this vacancy may be withheld upon the request of a resigning educator 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**

Educators 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 educator 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 Work Day**

#### **ELEMENTARY LEVEL**

The regular work day for educators will begin twenty (20) minutes before and end twenty (20) minutes after the student attendance times, except on days when an educator has a

supervisory assignment or a professional responsibility. Educators may leave fifteen (15) minutes after the release of students on Fridays and on the day before a holiday.

In addition, elementary educators will meet at 8 a.m. one day each week for the purposes of participating in intentional collaboration activities.

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

Student contact time for an elementary educator will not exceed 307 minutes per regular student day when averaged over a regular school week. Each full-time elementary educator (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 educators will receive the same amount of lunch, plan and contact time that other elementary teachers are assigned. Full time itinerant educators 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 educators (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.

#### MIDDLE AND HIGH SCHOOL LEVEL

The regular work day for teachers will begin twenty (20) minutes before and end twenty (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). Educators may leave fifteen (15) minutes after the release of students on Fridays and on the day before a holiday.

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

Middle school and high school teachers will attend content/department meetings one days each month. Such meetings shall be forty (40) minutes in length and adjacent to the school day. Middle school and high school teachers will also develop an annual professional learning plan and will spend the equivalent of five (5) hours and twenty (20) minutes actively participating in intentional collaboration with job-alike colleagues or PLC members to complete the professional learning plan. The plan should address the following:

- 1) What do you want to accomplish?
- 2) How will you accomplish your objective?
- 3) What resources do you need to accomplish your objective?
- 4) How will you know you have accomplished your objective?
- 5) Did you accomplish your objective?
- 6) Reflection

These plans, written individually or with a collaborative team, will be approved by the building administrator(s) and will be housed with the Professional Learning Advisory Council, or with building administrator(s) if specifically requested in writing.

#### **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 two (2) educator-directed workdays and 4 institute days.

#### **8.05.03 New Educator Induction and Mentoring**

New members of the Bargaining Unit will attend days in addition to the 182 contracted days outlined in the BEA contract. For their participation in the District New Educator Induction Program, which is scheduled prior to the beginning of the 182 day contractual year, new educators will be given the option of receiving professional growth credit 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 educators 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. In addition, new educators will complete the personalized Mentoring Plan.

Educators who serve as mentors will receive the summer curriculum rate for new educator induction and will receive a completion honorarium. Additional incentives for mentors are located on the [District Intranet](#).

#### **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, -his/her part-time status will remain in place.

#### **8.05.05 Evening Responsibilities**

When all educators 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 educators will be fifteen (15) minutes after the release of students.

#### **8.05.06 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 resume reimbursing the Board \$30,000 annually to offset the cost of the individual in the release assignment in the 2019-2020 school year.
- 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 District Student Services Committee**

Both parties recognize that all students, including those who are at-risk, should have the opportunity to learn in a supportive school environment.

A District Student Services Committee shall meet regularly, not less than three times a year, to review issues around students at-risk, ACES (Adverse Childhood Experiences), and social and emotional learning. The Committee may develop philosophy, study and/or recommend District policy-and procedures, and assist in determining how necessary preservice and inservice training will be delivered to educators. 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 District Student Services Committee. At a minimum, the Committee shall be composed of a representative from each building and administrators from each level. Priority will be given to educators who have background knowledge and training in aspects of social and emotional learning, with at least one (1) social worker member on

the committee. The District Student Services Committee shall be chaired by the Director of Student Services or his/her designee. Educators who serve on this Committee shall be compensated in accordance with Article 8.12.02 of this Agreement.

#### **8.05.08 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.

#### **8.05.09 Educator Preparation**

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

Educator Preparation Time: The District and BEA recognize that it is vital for educators to have uninterrupted duty-free daily preparation time. The District and BEA also recognize that educators may be asked on occasion to use their preparation time to collaborate with colleagues or to meet with special education/related services educator(s) regarding students or attend IEP meetings.

#### **8.05.10 Internal Substitution**

When an educator 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 educator who is called away. Educators who must substitute for this first thirty (30) minutes will not be eligible for Internal Substitution pay. Any educator who has to internally substitute after the first thirty (30) minutes will be compensated according to section 8.09 of this Agreement.

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

### **8.05.11 Class Size**

#### *8.05.11.01 Instructional Capacity*

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

1. Grades PreK-2: 22 Pupils/ educator
2. Grades 3-5: 26 Pupils/ educator
3. Grades 6-12: 30 Pupils/ educator
4. Physical Education 40 Pupils/ educator on avg 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 educator 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 educator(s) cannot reach a mutually agreed upon plan for relief or the mutually agreed upon

plan is denied by District Administration, the educator(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

#### *8.05.11.02 Class Size Review Committee*

The class size review committee will consist of eight (8) members. The BEA will identify four (4) members representing all educational levels. The Superintendent will be a member of the committee and will identify three (3) other administrative representatives. The committee will convene and reach consensus within ten (10) school days of receiving the request. Release time or compensation at the summer curriculum rate will be provided for the four (4) BEA members of the class size review committee for each time the committee convenes.

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.

#### *8.05.11.03 Student Services Workload Review Committee*

Any educator 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 educator'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 educators cannot reach a mutually agreed upon plan for relief, the educator(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 (8) members. The BEA will identify four (4) members representing all education levels. The Superintendent or designee will be a member of the committee and will identify three (3) other Administration representatives. The committee will convene and reach consensus within ten (10) school days of receiving the request. Release time or compensation at the summer curriculum rate will be provided for the four (4) BEA members of the Student Services Review Committee for each time the committee convenes.

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.

### **8.05.12 Supervision of Student Teachers**

#### *8.05.12.01 No Requirement*

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

#### *8.05.12.02 Restrictions*

Unless an educator volunteers to do so, no educator 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.

### **8.05.13 Safe Working Conditions**

#### *8.05.13.01 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.

#### **8.05.14 Equal Time**

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

#### **8.05.15 Parent-teacher Conferences**

Unless otherwise agreed by the Board and the BEA, all educators 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. For the length of this contract, a school improvement day will be conducted in lieu of the 1/2 day for spring parent-teacher conferences.

#### **8.05.16 Parent Committees**

Committees formed and sanctioned by the Board involving Board, parent, educator 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 educator members of the committee. Additional committees comprised of parents, Board members and administrators that make recommendations which directly impact an educator's working conditions will have educator 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 Members "Off-Schedule"**

The implementation of the economic terms of the parties' settlement may result in certain Bargaining Unit members needing to be removed from the Agreement's salary schedule in order to avoid a pay reduction. Generally, these members would be those currently on a "longevity step" or those whose then-current salary exceeds the new amount found in their placement on the new salary schedules. For the duration of this Agreement, these members will not be placed on the salary schedule. Instead, their annual raise will be 1.6% over the prior year's salary. These members will be shown annually by the Administration, with their relevant salary, on a list, which will be shared with the BEA President at the beginning of each school year under this Agreement.

### **8.07 EDUCATOR RETIREMENT**

#### **8.07.01 Board Sheltered Retirement**

The Board shall pay the educator'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**

##### *8.07.02.01 Eligibility*

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

1. Are considered by the Illinois Teacher's Retirement System (TRS) to be age 55 on the date of the educator's retirement; and

2. Have filed for participation in the retirement incentive of TRS with a retirement date no later than June 30, 2018, provided, however, that this retirement incentive shall not be available to any educator whose retirement under this plan requires the Board to make an employer contribution or payment of any kind to TRS. (i.e., in any year used by TRS to calculate the educator's retirement annuity).
3. Submitted a Letter of Intent to Retire as required below.

#### **8.07.03 Procedures**

In order to be eligible to participate in this retirement incentive, a(n) educator 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, 2018. This letter of intent to retire must be received by the Superintendent no later than October 1, 2017, for retirements effective at the end of the 2017-2018 school year. Participating educators who elect to retire under the provisions of this incentive will receive only the benefits of this incentive, and will not be entitled to receive any benefits under any retirement incentive negotiated in a successor bargaining agreement. There will be no retirement incentive for educators retiring at the end of the 2018-2019 school year.

#### **8.07.04 Benefit**

The retirement benefit is as follows:

As a voluntary retirement benefit for educators who qualify as provided above, the Board agrees to increase the educator's TRS creditable earnings by 5% over the educator's prior year's reported TRS creditable earnings for the 2017-2018 school year in lieu of any other raise, step, or other creditable earning increase to which the educator may otherwise have been entitled. This increase will be granted in the 2017-2018 school year when a letter of intent in which the educator gives notice as provided above is submitted and approved by the Board.

It is the intent of the parties that the percentage increases will be paid in the educator's final years of employment. A(n) educator for whom an extra-duty stipend was part of the educator'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 the remaining year. Under no circumstances may a(n) educator participating in this option receive a creditable earnings increase of more than the 5% noted above over the educator's prior year's creditable earnings.



In addition, the Board of Education shall pay to each eligible retiree a post-retirement service stipend of \$15,000. This service stipend will not be due, owing, or payable until the first business day in January, 2019.

#### **8.07.05 Incentive 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 nine (9) persons will be appointed no later than October 1st. The committee will consist of four (4) members appointed by the Association President and four (4) appointed by the Board of Education/Superintendent (or designee). Committee members will be appointed as follows:

- Two (2) High school representative(s) (1 athletic and 1 non-athletic)
- One (1) Middle school representative
- One (1) Elementary school representative
- Four (4) Administrative representative(s) (Director of Human Resources and one administrator from each level)
- One (1) Non-voting 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.

d. Have a budget equal to \$20,000 for the 2017-2018 school year. For the 2018-2019 school year, the budget will be the same aggregate amount as the 2017-2018 school year. The Stipend Committee will make recommendations on how to distribute this aggregate in 2018-2019. If the Stipend Committee fails to do so, no increases/steps will be allowed in 2018-2019. If the Committee recommends spending less than the 2017-2018 aggregate in 2018-2019, unspent money will be reserved for stipend use in the 2019-2020 school year.

Statements a-d 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 on the [District Intranet](#). 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**

Educators performing extra duties will be paid in conjunction with their regular paycheck at the payroll following the conclusion of the season or at the end of the activity/committee once the authorization has been submitted.

#### **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 COMPENSATION AND REIMBURSEMENT**

#### **8.09.01 Internal Substitution Pay**

Internal substitution pay shall be calculated as follows for educators 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

#### **8.09.02 Per Diem Payments**

Educators 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 educator(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 educator's annual base salary schedule by 182 days. The salary used for calculation will be from the fiscal year that the work is completed.

**8.09.03 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

**8.09.04 Travel Expenses**

All educators 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 educator's home and school.

**8.09.06 Tutoring**

An educator 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 an educator who was requested, by the Principal, to provide a student with homebound tutoring. No tutoring for which an educator receives a fee will be conducted in a District building. Exceptions to the parameters above can be made using current Board policy.

**8.09.07 Collaboration with Service Providers**

Collaboration between educators and service providers (formerly BIT meetings) will continue to occur during contractual time for educators. 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.

## **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 COURSES FOR SALARY CREDIT**

### **8.11.01 Lane Movement For Salary Advancement**

District 101 supports and encourages all educators to continue learning and growing. The opportunities include institute days, school improvement days, workshops, collaborating with colleagues in a professional community, teacher leadership opportunities, coaching in various forms, and the formation of professional learning networks. Educators are further encouraged to seek professional growth outside the district and share their learning with their colleagues in the service of student learning.

#### *8.11.01.01 Salary Advancement — Approval of Master's Degrees, Doctoral Degrees, or Endorsement/Certificates*

The following criteria and processes apply to the approval of a Master's Degree, Doctorate Degree or certificate or endorsement programs:

- A plan for the program must be submitted to the Human Resources Department and approved.
- Criteria for the approval of the program shall include the following:
  - Taken from a nationally accredited college/university.
  - Programs will only be approved if the area of focus is aligned to the Board's strategic plan and:
    - An essential part of the teacher's current or near term assignment or
    - Leadership or
    - Coursework for an additional endorsement or certificate
  - Courses must be completed by August 31 in the year in which the course was begun
- The application for approval should include the following specific information:
  - A class description and/or syllabus from the college/university
  - Format including details about teacher to student and student to student interactions

- Beginning in 2018-19, salary advancement is limited to two lanes per year for approved Master's Degree, Doctorate Degree or certificate or endorsement programs.

#### *8.11.01.02 Salary Advancement — Non-Degree Courses*

The following criteria and processes apply to the approval of credits not a part of a program (Master's Doctorate, certification or endorsement):

- A plan for a minimum of eight (8) credit hours must be submitted to the Human Resources Department and approved.
- Criteria for the approval of the salary advancement plan shall include the following:
  - If outside courses are a part of the plan, these must be taken from a nationally accredited college/university.
  - Plans will only be approved if the area of focus is aligned to the Board's strategic plan.
  - Priority will be given to plans that reflects the District's needs.
  - Salary schedule credit will only be given in a minimum of one hour blocks.
  - Courses must be completed by August 31 in the year in which the course was begun.
- If specific courses both internal to the District or through outside colleges/universities are not known at the time the plan is submitted, the educator must seek approval for courses as they become known. Approval should include the specific component of the approved plan and the following specific information:
  - A class description and/or syllabus
  - Format including details about teacher to student and student to student interactions
- Beginning in 2018-19, salary advancement is limited to one lane per year for approved non-degree coursework.

#### *8.11.01.03 In-District Professional Growth for Salary Advancement*

In-District professional development for salary advance must be approved as a part of a plan for salary advancement (see Salary Schedule Advancement — Non-Degree Courses above). The following criteria apply to in-district professional development:

- 15 hours equals one (1) credit.
- Salary schedule credit will only be given in a minimum of one hour blocks.
- Credit will only be awarded for time outside of contractual hours.

- There is no requirement for matching In-District professional growth hours with college/university credit.

Presenters of In-District professional development will receive payment according to the curriculum rate for a maximum of twice the presenting time.

### **8.11.02 General Processes for Salary Advancement**

Once the Master's Degree is conferred, any salary credit acquired in any area before the Master's Degree is received is not credited on the salary schedule beyond the Master's level. In other words, upon earning a Master's Degree, the teacher would be placed on the Master's + 0 level. All salary credit earned subsequently then advances such teacher to the Master's Degree + levels on the salary schedule.

Credit shall not be given for courses which are essentially the same as those for which credit has previously been granted. Approval for such credit is granted only once.

All courses and programs must have the prior written approval of Chief Human Resources Officer (CHRO) or his/her designee regardless of the reason(s) for taking the course(s). Written approval is necessary to request salary schedule credit for each course.

Credit on the salary schedule will only be given for those courses where the educator has earned a grade of "B" or higher. If letter grades are not issued for a particular course, the educator must provide documentation from the instructor that the course was passed with a grade of "B" or higher.

In order to obtain salary schedule credit, an official transcript for each course (with a grade of "B" or higher) must be submitted to the Human Resources Department not later than August 20 each year.

### **8.11.03 Course Approval Criteria**

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

### **8.11.04 Refusal of Course Approval and Appeal Process**

Educators 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.

In the event a course or program is not approved for salary advancement because of the content/subject, delivery, or type of course, the applicant may request a meeting with the appeal committee. The committee consists of the CHRO, the BEA President and the Chief Academic Officer. The decision of the committee shall be final.

## **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 five (5) BEA members (2 elementary, 1 middle school, 1 high school, and 1 related service) and four (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 five (5) BEA members (2 elementary, 1 middle school, 1 high school, and 1 related service) and four (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 educator who exhibits leadership, as defined in the Professional Development Guidebook may submit a proposal to create a “work team” made up of educators. 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 educator 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 educator 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 educators, 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 stepchildren), 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 an educator 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 educator'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 an educator's leave entitlement under the Act. Similarly, if an educator requests paid leave for an FMLA-qualifying purpose, the paid leave shall be counted against an-educator's 12-week FMLA leave entitlement. A meeting with the Assistant Superintendent of Human Resources is required.

### **8.13.05 Parental Leave**

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

#### **a. Application for Leave**

The educator 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 educator 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. Employment Credit

An educator using such leave will not receive salary schedule credit or seniority credit unless the educator 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 educators 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 educators at the sole discretion of the Board of Education. The goal of a job sharing arrangement is to provide benefits to all parties involved: educators, 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*

Educators 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**

It is the responsibility of the educator who is on a leave of absence to notify Human Resources of his/her return from leave for the next school year by February 1. This February 1st notification will ensure the educator's placement in the position vacated. Any notification after February 1 will result in the District placing the educator in a position for which he/she is qualified and/or licensed.

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 INSURANCE BENEFITS

### 8.14.01 Eligibility

All members of the Bargaining Unit are eligible to participate in the medical, 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 8.14.06 and 8.14.01.
- 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.

### 8.14.02 Refusal of Medical Insurance Option

In lieu of basic medical insurance coverage, employees will receive a \$400 credit on a flexible spending account to be used for any eligible expenses.

### 8.14.03 Insurance Premium Contributions

The Board shall pay the following portion of premium costs for medical, dental, and vision insurance with the exceptions provided under 8.14.01 Eligibility:

	<b>Medical PPO Std Deductible</b>	<b>Medical PPO High Deductible</b>	<b>Medical HMO</b>	<b>Dental</b>	<b>Vision</b>
All coverage tiers (single, family, etc.)	80%	90%	80%	80%	100% (employee and family)

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).

Annually, specifications of the group insurance policies shall be no less than those in effect during the previous school year unless the same specifications are no longer available, or have been otherwise changed by agreement of the Board and the Association after negotiating such changes, 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.

#### **8.14.04 Other Fringe Benefits**

The Board agrees to pay for the following:

1. Term life insurance in the amount equal to the educator's base salary;
2. Flexible Spending Account (FSA) administration fees;
3. Medical insurance broker fees;
4. Cost associated with implementing a District sponsored Wellness Fair;
5. Employee assistance program (EAP);
6. Telemedicine benefit.

#### **8.14.05 District Insurance Committee**

A District Insurance Committee consisting of up to four (4) BEA members, two (2) administrators, two (2) BESPAs representatives, and two (2) exempt staff members will be created. BEA members on The Committee will be compensated in accordance with district committee compensation as determined in section 8.12.02.

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 levels;
- 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.

Committee recommendations for changes to the District insurance plan require the approval of both the Board and the Association President. In the event such recommended changes are not approved, the Board and the Association will negotiate proposed changes pursuant to the requirements of Illinois law.

#### **8.14.046 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 a 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.

#### **8.14.07 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.

#### **8.14.08 Tax-sheltering**

The Board shall offer to shelter the member's share of the insurance premium costs eligible to be excluded from gross income under the Internal Revenue Code.

Members of the Bargaining Unit may participate in 403(b) and 457(b) tax sheltered annuity programs through payroll deduction.

#### **8.14.09 Professional Certification**

The Board and BEA acknowledge that there are educators 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 educators 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.

##### *8.14.09.01 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 educators will be prorated based on caseloads or student contact time as compared with a full time educator.

#### **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 educator, the recall will be conducted according to the requirements of the Illinois School Code.

Each educator who is reduced in force shall maintain a current address on file with the Board of Education. If such educator is recalled for work, a registered or certified letter return receipt requested will be sent to the current address on file. An educator'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 educator and a waiver of all recall rights.

## **8.18 MISCELLANEOUS TEACHER ACTIVITIES**

### **8.18.01 Referenda**

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

### **8.18.02 STEM Partnership School**

The Board and the Association agree to the terms set forth in the [Memorandum of Understanding](#) dated March 24, 2015, related to the STEM Partnership School at Aurora University.

## **8.19 STUDENT DISCIPLINE**

### **8.19.01 Disruptive Students**

In the event that an educator is unable, through reasonable disciplinary measures, to restrain disruptive student behavior, the educator 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 educator, 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 educator 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 bona fide 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. The Batavia Appraisal Plan is located in PowerEval and on the [District Intranet](#).

## **ARTICLE 10.0 AGREEMENT PROVISIONS**

### **10.01 WAIVER AND COMPLETE UNDERSTANDING**

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. Memoranda of agreement or understanding agreed to under previous contracts have either been incorporated into this Agreement or deemed defunct. The terms and conditions may be modified only through the written mutual consent of the 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 UNDERSTANDING REGARDING THE FUTURE OF THE SALARY SCHEDULE**

The Board and Association agree that the current salary schedule will be replaced after the termination of this Agreement. In its place, the Board and Association will collaborate, beginning in the 2017-18 school year, to create and recommend a salary schedule to take effect at the start of the successor collective bargaining agreement. In creating this salary schedule, the Board and Association may utilize whatever resources or consultants they deem necessary. In the event that the parties are unable to agree on a salary schedule, negotiations for the successor agreement will begin from the premise that no salary schedule exists and that the parties will negotiate the creation of a salary schedule. Such negotiations will begin from the aggregate value of the salary schedule for the school year ending 2018-19, as adjusted for any change (increase or decrease) to the number of full-time equivalent teachers employed by the Board.

Parameters for joint committee:

- No loss of pay upon initial placement
- Consideration for prior teaching experience
- Consideration for educational attainment
- Aggregate dollars in the last year will be preserved and the starting point for the model (last sentence)

- Composition and powers of the committee will reflect section 6.03
- The committee will commence by October 1, 2017

**ARTICLE 11.0 TERM OF AGREEMENT**

This Agreement shall be in full force and effect from July 1, 2017 through June 30, 2019.

In witness thereof:

BATAVIA EDUCATION ASSOCIATION,  
IEA/NEA

BOARD OF EDUCATION OF  
BATAVIA SCHOOL DISTRICT 101, KANE  
COUNTY, ILLINOIS

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
Vice President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## APPENDIX A: CLASS SIZE REVIEW COMMUNICATION TIMELINE

	Time	Critical Events/Communication
Ongoing discussions/ proactive problem solving between educators, BEA, and administration related to student needs, class size, or class composition issues.	FALL (Sept - Nov)	<ul style="list-style-type: none"> <li>● Administration will assess current enrollment trends</li> <li>● Administration will monitor and evaluate current enrollment</li> </ul>
	WINTER (Dec - Feb)	<ul style="list-style-type: none"> <li>● Development of projections</li> <li>● If a Reduction in Force (RIF) is anticipated, impact discussions with BEA leadership will occur</li> </ul>
	SPRING (March - May)	<ul style="list-style-type: none"> <li>● Staffing plan (including RIF) is completed and presented to the Board for approval.</li> <li>● Building administrators and BEA building representatives process and discuss projections, building implications, and possible solutions at monthly meetings.</li> <li>● Voluntary and involuntary process occurs.</li> <li>● No sooner than May 15, central office administration will meet with grade levels or sections of concern for a problem solving meeting.</li> <li>● Tentative staffing assignments are communicated to staff.</li> </ul>
Ongoing communication between BEA President and SMT.		
Ongoing monthly communication at BEA/SMT meetings.	SUMMER (June - Aug)	<ul style="list-style-type: none"> <li>● Building administrators will notify building representatives of any new areas or sections of concern.</li> <li>● Building administrators will notify building representatives and educators involved of changes to previously identified grade levels or sections of concern.</li> <li>● No sooner than 15 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.</li> </ul>

## APPENDIX B: STIPEND SCHEDULE

School Years 2017-18 and 2018-19

STEP	I	II	III	IV	V	VI	VII
YEARS	1-2	3-5	6-7	8-9	10-11	12-13	14+
CATEGORY							
I	419	629	838	1,048	1,258	1,467	1,677
II	838	1,048	1,258	1,467	1,677	1,887	2,096
III	1,258	1,467	1,677	1,887	2,096	2,306	2,515
IV	1,677	1,887	2,096	2,306	2,515	2,725	2,935
V	2,096	2,411	2,725	3,039	3,354	3,668	3,983
VI	2,515	2,935	3,354	3,773	4,192	4,612	5,031
VII	2,935	3,522	4,108	4,695	5,282	5,869	6,456
VIII	3,773	4,360	4,947	5,534	6,121	6,708	7,295
IX	4,612	5,198	5,785	6,372	6,959	7,546	8,133
X	5,450	6,037	6,624	7,211	7,798	8,385	8,972
XI	6,288	6,875	7,462	8,049	8,636	9,223	9,810
XII	7,127	7,714	8,301	8,888	9,475	10,062	10,648

### Category I

BHS - Art Competition [2 x .50]  
 BHS - BADD/SADD Advisor [1]  
 BHS - Graduation Speech Advisor [1]  
 BHS - Foreign Language Competition - Spanish [1]  
 BHS - Foreign Language Competition - French [1]  
 BHS - Foreign Language Competition - Latin [1]  
 BHS - Foreign Language Competition - Spanish [1]  
 BHS - Literary competition [1]  
 BHS - Math contest [5]  
 BHS - Mock trial [1] ##  
 BHS - WYSE [1]  
 BHS - Youth Government [1] ##  
 RMS - Animation Club [1]  
 RMS - Art Club [1]  
 RMS - Bowling Club 6th [1]

RMS - Bowling Club 7th and 8th [1]  
RMS - Computer Club [1]  
RMS - Games Club [1]  
RMS - Ski Club [2]  
RMS - Tennis Club 6th [1]  
RMS - Tennis Club 7th and 8th [1]  
RMS - Foods Club [1]  
ELEM - Field Day Coordinator [JBN, HWS, AGS, LWS, HCS] [5] ##  
ELEM - Breakfast with Books [JBN] [1] ##  
ELEM - Battle of the Books [6] ##  
ELEM - Battle of the Books - Dist. Coordinator [1] ##  
ELEM - Family Literacy Night [1]  
ELEM - Coding Club [6]

### **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]  
ELEM - Running Club [JBN]

### **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 - 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]  
District - Consulting Teacher ##

#### **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 ## [6]  
RMS - Orchestra 6th Grade [1]  
RMS - Orchestra 7-8 [1]  
RMS - Jazz Band [1]  
RMS - Jazz Ensemble [1]  
RMS - Symphonic Band [1]  
RMS - Swing Kids [1]  
RMS - BYSE [1]  
RMS - 6th Grade Band  
RMS - Band (7th & 8th) [2]  
RMS - Vocals [1]  
RMS - Show Choir Vocal Gold District [1]  
District - School Leadership Team (SLT) ##  
BHS - Chess Club [1]

#### **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 [1]  
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 Winter [1]  
RMS - Newspaper [1]

RMS - Yearbook [1]  
RMS - Student Government [1]  
RMS - Service Club [1]  
RMS - Talent Show 7-8 [1]  
RMS - Talent Show 6th Grade [1]  
RMS - Drama 6th Grade Spring [1]  
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]~~ [4]

### **Category VII**

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

### **Category VIII**

BHS - Head Show Choir [1]  
BHS - Weight Room Supervisor [1]  
BHS - Asst. Cross Country (both) ~~[1 each]~~ [2]  
BHS - Asst. Softball [3]  
BHS - Asst. Tennis (both) ~~[1 each]~~ [2]  
BHS - Asst. Volleyball [4]  
BHS - Asst. Soccer (both) ~~[4 each]~~ [8]

BHS - Asst. Baseball [4]  
BHS - Asst. Gymnastics [1]  
BHS - JV Cheerleading [2]  
BHS - Asst. Marching Band Director [1]  
BHS - Newspaper [1]  
BHS - JV Dance Team Head Coach [1]  
BHS - Key Club [1]  
BHS - Drivers Education Coordinator [1]  
BHS - Interact Club [1]  
BHS - Activity Director [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] #  
BHS - Head Lacrosse [1]  
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]  
BHS - Head Basketball (both) [2]  
BHS - Yearbook [1]  
BHS - Head Marching Band [2]

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

## APPENDIX C: SALARY SCHEDULE

School Years 2017-18 and 2018-19

	I	Ia	Ib	Ic	II	IIa	IIb	IIc	IId	Ile	III
	BA	BA8	BA16	BA24	BA 36/ MA	MA8	MA16	MA24	MA32	DMA/ SPEC/ MA40	PhD
	A	B	C	D	E	F	G	H	I	J	K
1	41,923	44,463	47,002	49,542	52,081	54,620	57,160	59,699	63,085	67,317	72,396
2	42,123	44,663	47,202	49,742	52,281	54,820	57,360	59,899	63,285	67,517	72,596
3	42,323	44,863	47,402	49,942	52,481	55,020	57,560	60,099	63,485	67,717	72,796
4	44,016	46,556	49,095	51,634	54,174	56,713	59,253	61,792	65,178	69,410	74,489
5	46,132	48,672	51,211	53,751	56,290	58,829	61,369	63,908	67,294	71,526	76,605
6	47,825	50,365	52,904	55,444	57,983	60,522	63,062	65,601	68,987	73,219	78,298
7	49,518	52,058	54,597	57,137	59,676	62,215	64,755	67,294	70,680	74,912	79,991
8	51,211	53,751	56,290	58,829	61,369	63,908	66,448	68,987	72,373	76,605	81,684
9	52,904	55,444	57,983	60,522	63,062	65,601	68,141	70,680	74,066	78,298	83,377
10	55,020	57,560	60,099	62,639	65,178	67,717	70,257	72,796	76,182	80,414	85,493
11	56,713	59,253	61,792	64,331	66,871	69,410	71,950	74,489	77,875	82,107	87,186
12	58,406	60,946	63,485	66,024	68,564	71,103	73,643	76,182	79,568	83,800	88,879
13		62,639	65,178	67,717	70,257	72,796	75,336	77,875	81,261	85,493	90,572
14			66,871	69,410	71,950	74,489	77,028	79,568	82,954	87,186	92,265
15					74,066	76,605	79,145	81,684	85,070	89,302	94,381
16					75,759	78,298	80,838	83,377	86,763	90,995	96,074
17					77,452	79,991	82,531	85,070	88,456	92,688	97,767
18					79,145	81,684	84,223	86,763	90,149	94,381	99,460
19						83,377	85,916	88,456	91,842	96,074	101,153
20						85,493	88,033	90,572	95,228	99,460	104,539
21						87,186	89,726	92,265	96,920	101,153	106,232
22						88,879	91,418	93,958	98,613	102,846	107,925
23										104,539	109,617

\* See section 8.06.04 for details regarding members "off-schedule".