

Negotiated Agreement

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

July 1, 2019, through June 30, 2023

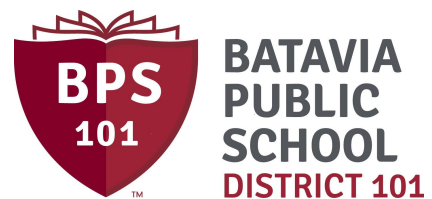


Table of Contents

Article 1: Introduction	4
1.01 Definitions	4
Article 2: Recognition	4
Article 3: Employee and Association Rights	4
3.01 Non-Discrimination	4
3.02 Association Bulletin Boards	4
3.03 Membership Meetings in District Facilities	5
3.04 Association Business During School Hours	5
3.05 Exchange of Non-Confidential Curriculum Information	5
3.06 Personnel Records	5
3.07 Academic Protection	6
3.08 Complaints	7
3.09 Discipline	7
3.10 Investigation of Complaints and Conduct	7
3.11 Dues Deduction	8
3.12 Part-Time Educators	8
3.13 Middle School Exploratory	9
Article 4: Management's Rights	9
Article 5: No Strike Clause	9
Article 6: Procedure for Collective Bargaining	10
6.01 Good Faith Bargaining	10
6.02 Notice of Readiness to Negotiate	10
6.03 Composition of Negotiation Teams/Power to Negotiate	10
6.04 Observers	10
6.05 Recorders	10
6.06 Closed Meetings	10
6.07 Ratification Process	11
6.08 Impasse	11
Article 7: Grievance Procedure	11
7.01 Definition	11
7.02 Content of Grievances	12
7.03 Hearings and Conferences	12
7.04 Time Limits	12

7.05	Class Grievances	13
7.06	Grievance Processing	13
7.07	Association Representation	13
7.08	Grievance Documents	13
7.09	Grievance Withdrawal	13
7.10	Grievance Steps	13
Article 8: Conditions of Employment		15
8.01	Notification of Assignment	15
8.02	Vacancies	15
8.03	Transfers	15
8.04	Work Day and Professional Responsibilities	16
8.05	School Calendar	18
8.06	Professional Learning Credit	19
8.07	BPS University (BPSU)	20
8.08	Committees	20
8.09	New Educator Induction and Mentoring	23
8.10	Association President's Release	23
8.11	Internal Substitution	24
8.12	Class Size	24
8.13	Student Services Workload	25
8.14	Supervision of Student Teachers	26
8.15	Safe Working Conditions	26
8.16	Equal Time for Elementary Specials	27
8.17	Parent-Teacher Conferences	27
8.18	Professional Learning Planning	27
8.19	Management of Activity Stipends	27
8.20	Tutoring	27
8.21	Collaboration with Service Providers	28
8.22	Professional Certification	28
8.23	Credit Union Deductions	28
8.24	Student Discipline	28
8.25	Miscellaneous Educator Activities	29
Article 9: Leaves		29
9.01	Sick Leave	29
9.02	Bereavement Leave	30
9.03	Personal Leave	30
9.04	Family and Medical Leave	31
9.05	Parental Leave	31

9.06 Job Sharing Leave	31
9.07 Sabbatical Leave	32
9.08 Leave of Absence	33
9.09 Notification of Return from Leave	33
Article 10: Compensation and Benefits	33
10.01 Initial Salary	33
10.02 Salary Increases	34
10.03 Supplemental Pay	35
10.04 Insurance Benefits	35
10.05 Insurance and Benefits Committee Duties	36
10.06 Retirement Incentive Plan	37
10.07 Master Teacher Certification Incentive	40
10.08 Travel Expenses	41
10.09 Salary Payment	41
10.10 Tax Sheltered TRS Contribution	41
Article 11: Evaluation	41
Article 12: Reduction in Force	41
Article 13: Agreement Provisions	42
13.01 Waiver and Complete Understanding	42
13.02 Severability Provision	42
13.03 Term of Agreement	43
Appendix A: Class Size Review Timeline	44
Appendix B: Extra Duties	45
Appendix C1: Activity Stipend Schedule	46
Appendix C2: Event Stipend Schedule	48
Appendix D: Onboarding Schedule	49
Appendix E: Grandfathered Credit Examples	50
Appendix F: Retirement Incentive Examples	51
Appendix G: Transitional Base Salary Increases	54
Appendix H: Insurance Contributions	55
Appendix I1: Memorandum of Agreement RMS Football	56
Appendix I2: Memorandum of Agreement Personalized Learning Institute Day	58

Article 1: Introduction

The Board of Education of Batavia Unit School District No. 101 (hereinafter referred to as the “Board” or “District”) and Batavia Education Association, IEA-NEA (hereinafter referred to as the “Association”) on behalf of the Association members, enter into this Agreement.

1.01 Definitions

The following terms are defined for use throughout this Agreement:

- **“Educator”** refers to a person employed by the Board in a position covered by the terms of this Agreement, regardless of their membership status in the Association.
- A **“business day”** is a day the District office is open and excludes weekends and holidays observed by the Board.
- A **“work day”** is a day on the adopted school calendar and a regular day of work for educators, regardless of student attendance, including school days and institute days.
- A **“calendar day”** is simply a day of the year and includes weekends and holidays.

Article 2: Recognition

The Board hereby recognizes the Association as the sole and exclusive collective bargaining representative for all regularly employed licensed educators in the District, excluding the Superintendent, assistant superintendents, District- and building-level administrators, principals, assistant principals, and deans. All employees covered by this Agreement shall, hereinafter, be referred to as “educators”.

Article 3: Employee and Association Rights

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 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 use educators’ mailboxes and the inter-school mail service for the purpose of communications, provided such use does not interfere with District business. General

communications are to be identified by the 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 or designee in an effort to avoid conflicts with other school events. Once scheduled, Association meetings shall take precedence over committee meetings and no educator shall be prevented from attending by reason of administrative requests, except that emergency parent and/or student matters will take precedence over Association meetings.

3.04 Association Business During School Hours

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 or designee. However, the Association, through its authorized representatives, may meet with school employees in the school building during non-assigned times provided notification to the Building Principal has occurred prior to the meeting.

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 or designee.

3.05 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.

3.06 Personnel Records

A master file of all materials relating to an educator shall exist at the Human Resources office:

- A. Availability for Educator Review.** All materials placed in the educator's file and originating with the District shall be available to the educator at their request for inspection, except where provided herein, in the presence of the person(s) responsible for keeping the file. Given reasonable advance request to review the file, the educator shall do so during normal business hours and may be accompanied at such review by a representative. Nothing can be permanently removed from the personnel file except with the consent of the Board.

- B. Negative Performance Reports.** No material critical of the performance of an educator may be placed into a personnel file without first giving a copy to the educator. The educator shall initial the file copy to show receipt thereof. The educator shall have the right to respond to any material in the personnel file. Any such response shall be submitted to the Building Principal and forwarded to the Human Resources office within ten (10) business days of receipt by the educator. All responses not filed within the ten (10) business day period noted above will be precluded from becoming a part of an educator's personnel file.
- C. 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.
- D. Educator-Initiated Personnel Reports.** Educators shall have the right to make a written request to the Building Principal that pertinent material(s) be placed in their personnel file. After such a request is made, the Principal, in consultation with the Superintendent or designee, may place the requested material in the educator's file. The educator shall receive notice if such a request is denied.
- E. Identification of File Documents.** Documents which originate within the District 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 document, i.e., cc: Personnel File. Failure to use such notation shall not affect the admissibility of the documents in any proceeding.
- F. 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 their 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 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.

3.08 Complaints

Whenever possible, a complaint should be reported to the educator involved in the complaint and the 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 complaint serious enough to warrant possible disciplinary action against an employee, an investigation shall begin pursuant to the terms of Section 3.10.

3.09 Discipline

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 educator serious enough to warrant possible disciplinary action against that educator, including unprofessional conduct in the community or during non-working hours, an investigation will begin pursuant to the terms of Section 3.10.

3.10 Investigation of Complaints and Conduct

Fact-finding will be done as expediently as possible by the Administration. Unless it is determined that immediate action is needed to protect the welfare of students or others, the following process and timeline will be used:

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

- B. Fact-Finding.** Within five (5) business days of notifying the employee, the administrator will start to investigate the complaint or alleged conduct, which includes the following:
 - a. Fact-finding meeting with complainant, witnesses, or any other appropriate individuals.
 - b. Fact-finding meeting(s) with educator and, if requested by educator, Association representative. The educator has the right to request that the complainant be present at the meeting. Additional administrators or personnel may also attend if deemed helpful to the resolution of the alleged issue.

- c. Notice to the educator that they may respond within three (3) business days.
- C. Outcome.** When, after fact-finding, charges against the educator are deemed as unfounded, the educator will be notified in writing within two (2) business days.

If the results of the fact-finding have merit, the educator and Association representative, if requested by the educator, will meet with the appropriate administrator within two (2) business days. The meeting will include the following:
 - a. Results of investigation and written decision.
 - b. Notice of discipline, if deemed necessary.
- D. Response.** An educator may write a response to notification or action of any outcome to be placed in the educator's file within ten (10) business days.
- E. Representation.** The educator shall retain the right to Association representation at any stage of the investigation.
- F. Record.** Procedures for the placement of written material in the educator's personnel file will follow Section 3.06 of this Agreement.
- G. Extension.** The timelines indicated above shall be extended for days an employee is absent or unavailable, or by an emergency.
- H. Authority.** Nothing herein shall limit the authority of the Board to issue a notice to remedy, suspend, or dismiss an educator.

3.11 Dues Deduction

Any educator who is a member of the Association may sign and deliver to the District an authorization for dues deduction. The authorization shall be on a form provided by the Association and shall continue unless revoked by the educator. The District shall deduct from each educator's pay the current dues amount provided by the Association. Such amount shall be deducted in equal amounts per pay period for the eight months beginning in October and ending in May of each year. The District shall remit such dues deducted to the Association on each pay day.

3.12 Part-Time Educators

All part-time educators shall be covered by all articles of this Agreement, except those pertaining to certain leaves and insurance provisions as stipulated therein.

A. Experience Credit and Salary Advancement. Part-time employees will accumulate experience credit annually on the basis of full-time equivalency. Educators contracted for half (0.5) time or more for a full school year will receive full experience credit for that school year. Educators contracted for less than half (0.5) time will receive proportional experience credit based on the number of days worked and, after accumulating contracts equal half (0.5) time or more.

B. Seniority. Part-time educators 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.

3.13 Middle School Exploratory

At the middle school level, any teaching position that is greater than fifteen-eighteenths (15/18) will be considered full-time employment subject to the following:

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

Article 4: 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: 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: 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) calendar 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 for ratification as follows:

- A. 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 approved by the chief negotiators for each party before it is presented for discussion by either party.

- B. Ratification/Rejection by Association.** After being approved, 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.

- C. Notice.** 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

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

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

Article 7: 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 business days. A business 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) business 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 self-representation, 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(s).

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 the 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.

- A. Step One, Grievance.** The grievant shall file a grievance in writing with the Building Principal or designee within twenty (20) business 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) business days after the grievance is filed and a written decision shall be rendered by the Building Principal or designee within five (5) business days after the conference.

- B. Step Two, Review.** If a grievance cannot be resolved at Step One, the grievant may present a written grievance review to the Superintendent or designee within ten (10) business days after receipt of the decision at Step One.

The Superintendent or designee shall hold a conference within ten (10) business days after the receipt of the review and a written decision shall be rendered by the Superintendent or designee within five (5) business days after the conference.

- C. Step Three, Appeal.** If a grievance cannot be resolved at Step Two, the grievant may present a written grievance appeal to the Board by filing the same with the Superintendent within five (5) business days after receipt of the decision at Step Two. The Board shall consider the grievance within fifteen (15) business 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) business days after the meeting at which the grievance is considered.

- D. Step Four, Arbitration.** In the event the grievant is not satisfied with the disposition of the grievance at Step Three, the grievance may be submitted by the Association to binding arbitration within ten (10) business days after receipt of the Board's answer at Step Three.

The parties shall attempt to agree upon an arbitrator within ten (10) business days after the receipt of the notice of referral to arbitration. In the event the parties are unable to agree upon an arbitrator within ten (10) business days, 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: Conditions of Employment

8.01 Notification of Assignment

Each educator will be notified of their assigned position, including grade level changes, for the upcoming year no later than the last day of school.

If any educator's assigned position is changed, the educator shall be notified in advance of the effective date of the change. The educator may discuss at the time of notification, or request, within five (5) calendar days of notification, a conference to discuss professional concerns regarding the change. The educator may request the presence of an Association representative at such conference.

In delivering any notification of assignment or scheduling a related conference with the educator, the Administration will take into consideration factors to protect educator confidentiality and sensitivity (e.g. time, mode of communication, location, etc), all in an effort to also minimize impact on the learning environment.

Where appropriate, the educator and the administrator involved will create a professional development plan to ease the educator's transition and support educator success in the new assignment.

8.02 Vacancies

A "vacancy" exists when there are more positions available than persons to assume such positions.

Vacancies of regular and supplemental positions covered by this Agreement, including administrative vacancies not filled by transfer or reassignment, shall be posted on the District's website and publicized by e-mail to District staff within seven (7) calendar days after the vacancy has been acted upon by the Board, and at least seven (7) calendar days in advance of the date of permanently filling such vacancy.

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

8.03 Transfers

A "transfer" is the change of an educator's position assignment to a different building. Transfer of educators shall be made pursuant to the following:

- A. Voluntary Transfers.** Educator requests for voluntary transfer 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 and shall represent consent only to transfer to the specific building and grade level or subject area requested.

The Administration shall consider all voluntary transfer requests. If a voluntary transfer is denied, notification of denial will be made known in writing and include the reason for the denial. Within five (5) calendar days of notification, the educator may request a conference with the Administration and Association representatives to discuss the matter.

B. Involuntary Transfers. 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 an educator, without the agreement of that person, to a different building.

If the Administration decides that an involuntary transfer is necessary, then:

- a. The Building Principal from which the transfer is to occur shall first seek volunteers from the affected school.
- b. In the event all factors are deemed equal, Administration shall consider transferring a volunteer.
- c. 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 Administration to be equal.

No involuntary transfer shall be made without the immediate written notification to the educator, including the rationale. The educator selected for the involuntary transfer shall be considered for future vacancies for which they are qualified, provided the educator makes a request for a voluntary transfer.

If an involuntary transfer is required, the selected educator will be notified in writing, including the rationale, prior to the end of the period of time during which voluntary transfers occur and if possible, prior to the end of the involuntary transfer process timeline. The provisions of Section 8.01 shall apply.

8.04 Work Day and Professional Responsibilities

The regular work day for educators will begin twenty (20) minutes before and end twenty (20) minutes after the student attendance times, except on the 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.

A. Duty Free Lunch. 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. If the educator must leave during lunch, the

Building Principal or designee shall be notified.

B. Student Contact Time. Student contact time for an elementary educator will not exceed three hundred seven (307) minutes per regular student day when averaged over a regular school week.

C. Preparation Time. The Board and Association recognize that it is vital for educators to have uninterrupted duty-free daily preparation time and will have no other assignment except in an emergency situation. It is also recognized 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. If the educator must leave during preparation time, the Building Principal or designee shall be notified.

Each full-time elementary educator will receive no less than two hundred seventy (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.

D. Itinerant Educators. Full-time itinerant elementary educators will receive the same amount of lunch, plan and contact time that other elementary educators are assigned. Full-time itinerant educators shared between elementary, middle, or high schools will have no more than three hundred seven (307) minutes of contact time, and no less than two hundred seventy (270) minutes of planning time, as set forth above, at the home school.

E. 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 house), departure for those educators will be fifteen (15) minutes after the release of students.

F. Professional Responsibilities.

1. Elementary educators will meet at 8 a.m. one (1) day each week for the purposes of participating in Professional Learning Community (PLC) activities.
2. Elementary team plan time is valued and will continue, but 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 Building Principal.
3. 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 herein.

4. Middle school and high school educators will attend content/department meetings one (1) day each month. Such meetings shall be forty (40) minutes in length and adjacent to the school day.

Middle school and high school educators will also develop an annual professional learning plan, in writing, 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 professional learning plan should address: what will be accomplished and how; the resources necessary; indicators of success; results; and reflection. Such plans, written individually or with a collaborative team, will be approved by the Building Principal or designee and, unless requested otherwise, filed with the Professional Learning Advisory Council (PLAC).

5. High school educators will meet at 7:15 a.m. one (1) day each week for the purposes of participating in Professional Learning Community (PLC) activities.
6. 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 Building Principal and school leadership team will jointly determine the list of vital additional duties to be performed and will develop a schedule to staff such duties.

In the event volunteers are unavailable in numbers adequate to cover the identified duties, the Building 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 Association President.

8.05 School Calendar

The annual school calendar will contain a total of one hundred eighty two (182) work days for licensed staff, including six (6) student non-attendance days, consisting of two (2) educator-directed workdays and four (4) institute days.

Not later than the end of January and at least thirty (30) calendar days prior to Board approval, the Superintendent or designee(s) will meet with the President or designee(s) of the Association to discuss calendar options alternatives for the coming school year.

8.06 Professional Learning Credit

Professional learning credit for salary advancement is defined as master’s degrees, doctoral degrees, endorsements/ certificates, non-degree courses, or BPS University (BPSU).

Annually, the Board will allocate funds, in the amounts noted below, to be available for educators for approved professional learning credit:

School Year	Amount
2019-20	\$250,000
2020-21	\$250,000
2021-22	\$275,000
2022-23	\$300,000

Educators may earn a base salary increase for professional learning through the following:

- A. Intent.** Educators considering professional learning credit shall meet and confer with the Superintendent or designee about goals and requirements prior to submitting an application.
- B. Application.** Interested educators must submit an application to access program funding for professional learning credit by March 1st of the year prior to anticipated participation.
- C. Approval.** The Superintendent or designee shall consider applications for professional learning credit using the following criteria:
 - 1. Program and course descriptions
 - 2. School or university accreditation, if applicable
 - 3. Timeline
 - 4. Delivery modality, e.g., face-to-face, online, blended, etc.
 - 5. Relevance to the educator’s current or near term assignment
 - 6. Alignment to the Board’s strategic plan
 - 7. Student and staffing needs
- D. Priority.** Approved applications for professional learning programs shall be prioritized in the following order:
 - 1. First master’s degree
 - 2. BPSU (Section 8.07)
 - 3. ISBE recognized endorsements

4. Second master's degree or doctorate
 5. Self-study (non-degree) courses
- E. Special Priority.** During the first two years of this Agreement, educators last placed in lanes D through G of the former salary schedule and negotiated agreement shall receive first priority for BPSU offerings.
- F. Denial.** Denied applications will be provided to educators with an explanation in writing.
- G. Appeal.** Denied applications may be appealed, in writing, by the educator within ten (10) calendar days. Appeals shall be considered by two (2) administrators designated by the Superintendent and one (1) representative designated by the Association President and, at the request of the educator, may be conducted in-person.
- H. Award of Credit.** To receive a base salary increase, the educator must submit an official transcript with a grade "B" or higher, or equivalent, by September 1st following program completion. Credit shall not be granted for courses that were previously approved for the educator under another professional learning program.

The Professional Learning Advisory Council (PLAC) shall annually review the approval criteria and appeal process for professional learning credit.

8.07 BPS University (BPSU)

The Board shall offer a two-year learning program, known as BPS University (BPSU), which will be eligible for professional learning credit and offered at no cost to educators approved for participation. The purpose of BPSU shall be to enhance educator practice in specific and strategic areas, including application of student learning experiences and improvement of instruction, through a cohort model. Educator learning may include online and in-person courses, coaching and lesson study, conferences, and site visits.

The Professional Learning Advisory Council (PLAC) shall annually review BPSU and its offerings and make recommendations for modifications to the Superintendent.

8.08 Committees

Committees are established for the purpose of collaboration and shared decision-making. Standing committees, sub-committees, and ad hoc committees may be established, modified, or discontinued with the mutual consent of all parties. Each party of a committee shall have the discretion to designate their own representatives according to the committee composition specified herein.

Each standing committee shall establish and maintain a written charter and regular meeting calendar; both shall be reviewed at least annually. Further, each committee shall seek consensus for decisions or recommendations, and if consensus cannot be reached, dissenting members may submit an accompanying minority report.

- A. The Curriculum Assessment Advisory Council (CAAC)** shall monitor and evaluate curriculum, assessment, and instruction and make recommendations for the same to the Superintendent.

CAAC shall be comprised of five (5) Association members, four (4) administrators, and one (1) non-voting Board member; Association representation shall consist of educators from the following: (2) elementary, one (1) middle school, one (1) high school, and one (1) related services.

- B. The Professional Learning Advisory Council (PLAC)** shall monitor professional learning and training activities, make recommendations for the same to the Superintendent, and adhere to the requirements of Section 8.18.

PLAC shall be comprised of five (5) Association members, four (4) administrators, and one (1) non-voting Board member; Association representation shall consist of educators from the following: (2) elementary, one (1) middle school, one (1) high school, and one (1) related services.

- C. The Resource Responsibility Advisory Council (RRAC)** shall monitor District finances and school resource allocations and make recommendations for the same to the Superintendent.

RRAC shall be comprised of three (3) Association members, three (3) administrators, two (2) BESPAs, two (2) members of the community, and one (1) non-voting Board member.

- D. The Insurance and Benefits Committee** shall monitor employee benefits, including insurance plan design, coverages, deductibles, and copays, make recommendations for the same to the Superintendent, and manage the provisions set forth in Section 10.04.

The Committee shall be comprised of four (4) Association members, two (2) administrators, two (2) BESPAs, two (2) exempt staff members, and one (1) non-voting Board member.

- E. The Student Services Committee** shall review, develop philosophy, and study issues related to students at-risk and social emotional learning, including Adverse Childhood Experiences (ACES), make recommendations for the same to the Superintendent, and adhere to the requirements of Section 8.13. The Committee shall meet regularly and not

less than three times each school year.

The Committee shall be comprised of eight (8) Association members and four (4) administrators; Association representation shall include at least one (1) social worker stipends, as set forth in Sections 10.03 and 8.19 and related appendices, and make and at least one educator from each school, with preference to educators with knowledge and training in social emotional learning.

- F. The Stipend Committee** shall consider requests for new stipends or review of existing recommendations to the Superintendent for the same. The Committee shall have the authority to remove stipends that no longer exist or have limited student participation and to reallocate stipend funding. The Committee shall also develop and maintain guidelines for the evaluation of student clubs and activities.

The Committee shall be comprised of four (4) Association members, four (4) administrators, and one (1) non-voting Board member; Association representation shall consist of one (1) high school educator involved in athletics, one (1) high school educator involved in student activities, one (1) middle school educator, and one (1) elementary educator.

- G. The Class Size Review Committee** shall consider requests for relief filed under Section 8.12.

The Committee shall be comprised of four (4) members of the Association and four (4) administrators.

- H. The Student Services Workload Committee** shall consider requests for workload review filed under Section 8.13.

The Committee shall be comprised of four (4) members of the Association and four (4) administrators.

- I. The Joint Appraisal Committee** shall manage and monitor the Educator Appraisal Plan, adhering to the respective requirements of the School Code, make recommendations to the Superintendent for the same, and adhere to the requirements of Article 11.

The Committee shall be comprised of equal representation of the Administration and the Association.

8.09 New Educator Induction and Mentoring

The Board and Association agree that new educators require reasonable preparation prior to beginning their new professional responsibilities. New educators are expected to attend a New Educator Induction program to be held prior to the regular school year.

Mentors and participants of New Educator Induction shall earn extra duty pay according to the terms of Section 10.03.

8.10 Association President's Release

The Association President will be released from teaching responsibilities in order to conduct Association business. The release is subject to the following conditions:

1. The Association President must have achieved tenure status prior to the start of the release assignment.
2. The Association shall reimburse the Board thirty thousand dollars (\$30,000) annually to offset the cost of the individual in the release assignment.
3. The Association President so released shall not experience a break in service or seniority during the release assignment and shall be compensated pursuant to this Agreement.
4. The Association 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.
5. The scheduling of the release time will be mutually agreed upon by the Superintendent and Association President. The teaching assignment shall be one contiguous block of time.
6. Release time for the Association President will be determined by the number of Association members as determined below:

No. of Association Members	Association President Release
700+	Full-time release
500 - 699	75% time release
300 - 499	50% time release

< 300	25% time release
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Reimbursement to the Board due to any adjustment on released time, as noted above, will be mutually agreed by the Board and the Association prior to implementation.

The Association President or designee 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 assigned to the President 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 days in excess of the allocation above.

The Association President has the discretion to assign the equivalent of twenty-three (23) days from the allotment listed above for conducting Association business. The scheduling of Association business will be arranged between the Association President and the appropriate Building Principal. These days will be used in reasonable increments to fit the building schedule of the President.

8.11 Internal Substitution

When an educator is taken from their classroom duties because of an emergency, the Building Principal 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 10.03 (extra duties) of this Agreement.

No educator shall be required to substitute for emergency absences more than once a school year without pay.

The Board and the Association agree that educators may substitute internally for licensed personnel. Educators will not be required to substitute for positions that are not covered by this Agreement.

8.12 Class Size

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

Level/ Subject	Guideline
Grades pre-kindergarten - 2	22 pupils per educator

Grades 3 - 5	26 pupils per educator
Grades 6 - 12	30 pupils per educator
Physical education	40 pupils per educator

- A. Labs and Workstations.** 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.
- B. Class Size Projections.** The dissemination of information linked to class size projections and changes will be governed by the timeline set forth in Appendix A.
- C. Relief.** Any educator whose class (a) exceeds the guidelines, (b) composition creates extraordinary educational needs, or (c) physical environment creates extraordinary educational needs, will work together with the Building Principal and Association 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.

- D. Appeal.** If the Building Principal, Association building representative(s) and educator(s) cannot reach a mutually agreed upon plan for relief or the mutually agreed upon plan is denied by Administration, the educator(s) may submit a written appeal to the Class Size Review Committee. The Committee will convene and reach consensus within ten (10) school days of receiving the request. The appeal 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
- E. Limitations.** Appeal decisions granting or denying relief shall not be subject to the grievance procedure and, if including the expenditure of funds, require the approval of the Board.

8.13 Student Services Workload

Any educator with a position assignment in related services whose workload (a) exceeds state guidelines, or (b) composition or paperwork demands create extraordinary needs, or (c) exceeds standards set by professional organizations will work together with the Building Principal and Superintendent or designee to request relief.

A. Relief. Requests for relief will start with the educator's immediate supervisor or Building Principal.

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.

B. Appeal. 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 written appeal to the Student Services Review Committee. The Committee will convene and reach consensus with ten (10) school days of receiving the request. 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.

C. Limitations. Appeal decisions granting or denying relief shall not be subject to the grievance procedure and, if including the expenditure of funds, require the approval of the Board.

8.14 Supervision of Student Teachers

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.

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.

8.15 Safe Working Conditions

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 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.

8.16 Equal Time for Elementary Specials

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.

8.17 Parent-Teacher Conferences

Unless otherwise agreed by the Board and the Association, all educators will be given one and one-half (1.5) days release time in the fall for parent-teacher conferences.

8.18 Professional Learning Planning

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 educator 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 educators Association members no later than August 1.

8.19 Management of Activity Stipends

The Stipend Committee shall review applications for new activity stipends and review of exiting activity stipends from educators and Administration. Proponent(s) may appear before the Committee to explain their proposal. After review, the Committee will provide a written recommendation to the Board and applicant(s) within five (5) business days.

8.20 Tutoring

An educator may not provide tutoring or other professional services, for compensation, to a student enrolled in their classroom or otherwise serviced by the educator. However, an

exception will be made for an educator who was requested, by the Building 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 per Board policy.

8.21 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 as an extra duty per the terms of Section 10.03.

8.22 Professional Certification

The Board and Association 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 ten thousand dollars (\$10,000) annually.

Access to this aggregate sum will require prior approval of the Superintendent or designee and successful completion. When the aggregate sum is exhausted annually, there will be no more funds available in that year. Furthermore, any unused portion of the allocation will not be available in subsequent years of this Agreement.

8.23 Credit Union Deductions

Educators 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.

8.24 Student Discipline

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 Principal or designee 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.

It shall be the responsibility of each Building Principal to meet with staff annually to review disciplinary procedures and seek educator input in developing disciplinary policy.

8.25 Miscellaneous Educator Activities

- A. Referenda.** The Association has the right and the responsibility to support School District referenda.

- B. 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.

Article 9: Leaves

9.01 Sick Leave

“Sick Leave” shall be for personal illness, quarantine at home or serious illness or death of a member of the educator'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.

- A. Allocation.** Each educator shall be entitled to annual sick leave without loss of pay as follows:

Number of Accumulated Sick Days as of June 30	Annual Sick Day Allotment at the Start of Next School Year
1-100	12
101-150	15
151-200	20
201+	25

Educators 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.

- B. Accrual.** 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 Association Sick Leave Bank.

C. Evidence. 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.

D. 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 which shall be on file with the Superintendent, as well as electronically for access by each educator. 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.

9.02 Bereavement Leave

The Board shall grant educators, 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 educator's household.

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

9.03 Personal Leave

Full-time educators 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, and if granted, shall be deducted from the educator's accumulated sick leave.

A. Notice. 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 two (2) allotted days.

In personal emergency cases, the Building Principal must be notified as soon as possible that the educator is unable to report for work.

- B. Requirements.** Personal leave days cannot be used for recreational purposes.
- C. Unused Allocation.** Unused personal leave days may be accumulated with each educator's total sick leave.
- D. Denial.** 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.

9.04 Family and Medical Leave

Eligible employees are entitled to twelve (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 Superintendent or designee is required.

9.05 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 Superintendent or designee 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 Superintendent or designee shall agree on a plan for the commencement and termination of the leave, taking into consideration the circumstances of the educator and the educational continuity for students, which shall be the primary consideration.
- C. Employment Credit.** An educator using such leave will not receive experience credit or seniority credit unless the educator has worked at least ninety (90) school days during any school year which is part of the leave.

9.06 Job Sharing Leave

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.

A. Purpose. A job sharing leave may be granted to tenured educators at the sole discretion of the Board. 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.

B. Application. 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 1 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

C. Decision. Upon preliminary approval of the Building 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.

9.07 Sabbatical Leave

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

9.08 Leave of Absence

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

9.09 Notification of Return from Leave

It is the responsibility of the educator who is on a leave of absence to notify Human Resources of return from leave for the next school year by February 1 to ensure the educator's placement in the position vacated. Notification after February 1 may result in the District placing the educator in any position for which the educator is qualified and/or licensed.

In the event that an educator cancels an approved leave and the position is no longer vacant, the educator will be offered another available position, including non-licensed and substitute teaching positions. If the educator chooses a non-licensed or substitute teaching position or outside employment, the Board will offer the educator the first licensed position available for which they are qualified to teach.

Article 10: Compensation and Benefits

10.01 Initial Salary

The initial salary for new educators and subsequent annual salary increases shall be determined by the onboarding schedule, set forth in Appendix D, and subject to the following terms:

- A. Experience Credit.** New educators shall receive credit or advancement on the onboarding schedule for teaching experience obtained in the District or other school districts, up to a maximum of five (5) years.
- B. Military Credit.** Experience credit for military service will be given, up to three (3) years.
- C. Education Credit for Advanced Degrees.** In addition to experience credit, new educators may receive a base salary increase for one (1) master's degree in the amount prescribed for a master's degree by this Agreement. Once such education credit is awarded, any future salary increases will be determined by Section 10.02.

10.02 Salary Increases

All educators shall receive a base annual salary increase at the beginning of each school year through one (1) of the following methods:

- A. Experience Credit.** Having performed a full year of service for the District as an educator or equivalent, the educator’s base salary shall be increased by the consumer price index (CPI), as defined by the Illinois Property Tax Extension Limitation Act. For the duration of this Agreement, educators employed at the time this Agreement is ratified shall receive an annual transitional base salary increase, as set forth in Appendix G.

- B. Professional Learning Credit.** Credit for professional learning, earned according to Section 8.06, shall be incorporated into the educator’s base salary in the following amounts and increments:

Program Type	Total Amount Per Program/ Degree	Maximum Increment and Amount Allowed Each School Year
First master’s degree	\$10,000	15 credits/ \$5,000
BPS University (BPSU)	\$10,000	15 credits/ \$5,000
ISBE Endorsement	\$5,000	Per endorsement (13-18 credits)/ \$5,000
Second master’s or doctorate	\$10,000	15 credits/ \$5,000
Second master’s to doctorate * For this Agreement only	\$5,000	Degree completion \$5,000
First master’s to doctorate * For this Agreement only	\$10,000 + \$5,000	Coursework completion \$10,000 Degree completion \$5,000
Self-study (non-degree) courses	\$5,000	15 credits/ \$5,000

- C. Grandfathered Credit.** Educators who have already received partial credit and compensation toward earning an advanced degree, as recognized on the former salary schedule and negotiated agreement, shall be eligible to earn prorated professional learning credit upon completion of their advanced degree.

Specifically, upon having satisfied the terms of Section 8.06, such educators shall receive a base salary increase, calculated by: (a) the number of the educator’s

unattained lanes for the respective degree on the former salary schedule, (b) divided by the total number of lanes for the respective degree on the former salary schedule, the result of which will be (c) multiplied by ten thousand dollars (\$10,000). An example of this calculation is provided in Appendix E. This provision shall be available only for the duration of this Agreement and cease thereafter.

10.03 Supplemental Pay

Educators may earn supplemental pay for assignments performed in addition to their regular position. Supplemental assignments require prior authorization, in writing, from the supervising administrator and consent of the educator prior to beginning work.

- A. Extra Duties.** Extra duties shall be paid on an hourly basis on the next regular payroll as set forth in Appendix B.
- B. Stipends.** Stipends, set forth in Appendix C1 & C2, shall be paid in a lump sum at the conclusion of the activity. Stipends that are filled by non-educators and non-BESPA employees will be posted annually.

Experience credit, if applicable, shall be determined by the years of experience in performing the particular activity. Assistant coaches moving to head coach in the same sport shall be credited with their first five (5) years of assistant coaching experience and one-half of any additional years.

- C. Committees.** Members of a standing committees, sub-committees, and ad hoc committees, as defined in Section 8.08, shall be paid on an hourly basis for committee work at \$50 per hour.
- D. Per Diem.** Continuation of work performed by an educator on a non-work day shall be paid on a per diem basis. "Per diem" pay shall be calculated by dividing the educator's annual base salary by the number of days in the educator's normal, required work year.

10.04 Insurance Benefits

The Board shall offer medical, dental, and vision insurance, and other fringe benefits, to all educators.

- A. Contributions.** Contributions are the portions of the annual premium paid by the Board and the educator for insurance coverage.
 - 1. For full-time educators, the Board shall contribute a portion of annual insurance premiums as set forth in Appendix H.

2. For part-time educators, the Board shall contribute on a pro rata basis in the same proportion as the educator's employment.
 3. The Board shall continue to pay full coverage for educators whose coverage was paid for in full by the Board during the 2018-19 school year and prior.
- B. Refusal.** Educators who refuse medical insurance coverage shall receive four hundred dollars (\$400) annually on a flexible spending account or health savings account, subject to the Internal Revenue Code.
- C. Tax-Sheltering.** The Board shall offer to shelter the educator's share of insurance premium costs eligible to be excluded from gross income under the Internal Revenue Code.
- D. Fringe Benefits.** In addition to medical, dental, and vision insurance, the Board shall offer to educators and pay for:
1. Term life insurance equal to the educator's base salary
 2. Flexible spending account (FSA) administration fees
 3. Medical insurance broker fees
 4. Annual wellness screenings
 5. An employee assistance program (EAP)
 6. Telemedicine services

10.05 Insurance and Benefits Committee Duties

In the interest of maintaining high-quality benefits, the Insurance and Benefits Committee shall be responsible for monitoring all employee benefits and costs, including insurance plan design, coverages, premium contribution levels, deductibles, and copays, and make recommendations for the same to the Board, as set forth in Section 8.08.

- A. Annual Premium.** The annual premium equivalent rate ("annual premium") is the amount of money necessary, as recommended by the Board's insurance broker, to fund total projected annual plan claims and costs.
- B. Annual Premium Rate Cap.** Any annual premium increase shall be limited to a rate ("rate cap") of seven percent (7%) in the first year of this Agreement, and five percent (5%) each year thereafter.
- C. Plan Design.** The "plan design" of insurance coverages includes networks, deductibles, co-insurance, maximum out of pocket expenses, and other factors that influence plan specifications, claims and costs.

D. Insurance Reserve. The purpose of the insurance reserve (“reserve”) is to buffer unexpected claim costs in excess of total projected annual costs for self-insured plans. The insurance reserve target for self-insured plans shall be twenty-five percent (25%) of projected annual costs, as recommended by the Board’s insurance broker, including stop-loss insurance premiums, projected claims and administrative costs associated with the plans.

E. Plan Changes. In the event the Board experiences an annual premium increase that exceeds the rate cap (specified above), the Insurance and Benefits Committee shall recommend changes to plan design changes, coverages, and premium contribution levels, which will result in an annual premium increase less than or equal to the rate cap.

If the annual premium increase is less than the rate cap, the Board shall deposit the difference into the insurance reserve until the reserve target is met.

F. Reserve Balance Adjustments. The Committee shall consider annual premium adjustments, with advice from the Board’s insurance broker, based upon the balance of the insurance reserve and according to the following formula:

1. Proportionately increase the annual premium if the reserve balance is less than eighty percent (80%) of the reserve target; or,
2. Proportionately decrease the annual premium if the reserve balance exceeds one hundred twenty percent (120%) of the reserve target.

G. Excess Rate Cap. In the event that the Committee is unwilling or unable to recommend plan design changes that achieve the rate cap, the Board may, at its discretion, determine the plan design changes or other cost reduction options necessary to do so. The decision of the Board will be final.

10.06 Retirement Incentive Plan

The Board shall offer a Retirement Incentive Plan to educators:

A. Eligibility. To be eligible for the Retirement Incentive Plan, educators must meet the following criteria:

1. Will have at least ten (10) years of full-time employment or equivalent with the District as a licensed educator at the time of retirement;
2. Will be eligible for a non-discounted retirement annuity by the Illinois Teachers Retirement System (TRS) within the four (4) school years following delivery of the

required notice of retirement; and

3. The Board will not incur an “excess salary payment” (i.e., a TRS penalty) as a result of the educator’s retirement.

B. Definitions.

1. A **non-discounted annuity** is defined solely by TRS. For Tier 1 members and the purposes of illustration, it is summarized as:

Minimum Creditable Years of Service	Age at Retirement
5	62
10	60
35	55 - 60

2. An **absence** is defined as sick, personal, bereavement, or other contractually provided leave as provided by law and the collective bargaining agreement.
3. **TRS creditable earnings** are defined solely by TRS and include, but are not limited to, salary for regular contractual teaching duties, extra-duty earnings, substitute teaching, teaching that is completed after school hours, and homebound teaching.

C. Requirements. The requirements of this Incentive are:

1. The educator must submit a written notice of retirement and irrevocable resignation to the Superintendent no later than February 15 of any school year.
2. The retirement must occur either: (a) at the end of the first year of this Agreement for those educators whose first school year of eligibility has already passed; or (b) at the end of the first school year that the educator first becomes eligible for a non-discounted annuity.
3. The educator and Board will enter into a retirement contract that stipulates the educator’s earnings and duties for the duration of employment, subject to the terms of this Incentive Plan.
4. Under no circumstance shall the educator’s total TRS creditable earnings in the school year in which notice is given, or in any subsequent school year of

employment, increase by more than six percent (6%) from one year to the next.

5. The educator will not be required or allowed to perform an extra-duty (subbing, coaching, club sponsor, etc.) not included in the retirement contract and TRS creditable earnings.
6. The educator agrees to provide the District all TRS records, including estimates, requested by the District to verify that the requirements of this Incentive Plan have been satisfied.
7. The Association shall provide assistance by proactively educating members about this Incentive Plan and retirement options.

D. Conditions. This Incentive is subject to the following conditions:

1. If the educator retires earlier than stipulated in the retirement contract and the Board incurs an “excess salary payment” from TRS as a result, the educator shall be declared ineligible for any incentive and shall refund any increases already received by the Incentive Plan.
2. In the event that an educator ceases to perform an extra-duty that was included in the TRS creditable earnings of a prior school year, either: (a) the educator will be offered an extra-duty of similar effort and compensation, or (b) the amount of that duty will be subtracted when calculating the educator’s current year compensation.
3. Any substitute costs incurred by the Board as a result of more than twelve (12) absences taken by the educator in a given school year shall be subtracted from the post-retirement lump sum payment.

E. Incentive. As an incentive to retire, the Board shall pay educators who satisfy the eligibility criteria, requirements, and conditions stipulated herein:

1. A salary increase of six percent (6.0%) over the prior year’s total TRS creditable earnings for each school year of service until retirement, including the school year that the notice and resignation is tendered; and
2. A post-retirement lump sum payment of fifty percent (50.0%) of the total TRS creditable earnings in the year of retirement, less:
 - a. The cumulative total of annual salary increases provided above; and

- b. Any conditional deductions stipulated herein (i.e., non-continuation of extra-duties, TRS excess salary payments, etc.).
3. The post-retirement lump sum payment shall not be due, owing, or payable until thirty (30) calendar days after the educator has received his or her final paycheck for regular earnings.

Examples of this Retirement Incentive are available in Appendix F.

10.07 Master Teacher Certification Incentive

Educators who have attained and maintain the National Board Professional Teaching Standards (NBPTS) designation on their professional educator license (PEL) as outlined in the Illinois School Code prior to the ratification of this Agreement, shall be compensated as set forth below:

Year	Beginning of School Year	End of School Year
Year 1	\$0	\$1,000
Year 2	\$0	\$1,000
Year 3	\$1,000	\$1,000
Year 4	\$0	\$1,000
Year 5	\$1,000	\$1,000
Year 6	\$0	\$1,000
Year 7	\$1,000	\$1,000
Year 8	\$0	\$1,000
Year 9	\$1,000	\$1,000
Year 10	\$0	\$1,000
Year 11	\$0	\$1,000

Educators working toward a NBPTS designation shall seek approval from the Superintendent or designee before November 1, 2019, to receive compensation as specified above. Educators earning the NBPTS designation thereafter will not receive compensation.

10.08 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.

10.09 Salary Payment

Educators shall receive base salary paychecks on a twenty-four (24) pay basis. Furthermore, educators shall receive all paychecks via direct deposit at a banking institution designated by the educator, unless otherwise requested in writing.

10.10 Tax Sheltered TRS Contribution

The Board shall withhold and remit the educator's required contribution to the Illinois Teachers' Retirement System (TRS), which shall be deducted from eligible earnings before taxes are computed.

Article 11: Evaluation

The Board is responsible for the evaluation of educators and for the establishment of evaluation procedures. The Joint Appraisal Committee, composed equally of representatives selected by the Superintendent and the Association President, is responsible for maintaining the [Educator Appraisal Plan](#) consistent with the requirements of the School Code.

Article 12: 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 educators 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. 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) calendar days of the receipt of the recall notice, or within ten (10) calendar 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.

Article 13: Agreement Provisions

13.01 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.

13.02 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.

13.03 Term of Agreement

This Agreement shall be in full force and effect from July 1, 2019, through June 30, 2023.

In witness thereof:

BATAVIA EDUCATION ASSOCIATION,
IEA/NEA

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

President

President

Chief Negotiator

Secretary

Date

Date

Appendix A: Class Size Review Timeline

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

Appendix B: Extra Duties

Profession-Related Extra Duties

The following **profession-related** extra duties that require the professional judgement of a licensed educator shall be paid at thirty two dollars (\$32.00) per hour:

- Internal substitution
- Summer curriculum work
- Driver's education
- Printing/ graphics production
- Summer school/ extended school year
- New Educator Induction (mentors and participants)

Additional extra duties may be added with the mutual agreement of the Board and Association.

Other Extra Duties

Subject to the terms of Section 10.03, the Administration shall create a regular schedule for extra duties by season or year, as appropriate, and then solicit volunteers from the Association for those duties.

Other extra duties without volunteers shall then be offered to non-educators in the following order: (a) members of the Batavia Educational Support Professional Association (BESPA), (b) District staff, and (c) all others.

Certain duties may be filled by the same person for an entire season or year, particularly if a duty requires specialized training or skills.

The following extra duties, which do not require the professional judgement of a licensed educator, shall be paid at twenty three dollars (\$23.00) per hour:

- Announcer
- Crowd control
- Scorer
- Ticket seller
- Timer
- Sideline official
- Track worker
- Event supervisor

Appendix C1: Activity Stipend Schedule

Per the terms of Section 10.03, for organized and competitive physical sports, clubs, and activities.

Schedule

Category	1-3 Years	4-8 Years	9-13 Years	14+ Years
A	\$ 629	\$ 838	-	-
B	1,048	1,467	1,887	-
C	1,258	1,677	2,096	2,515
D	1,467	1,887	2,306	2,725
E	2,096	2,725	3,354	3,983
F	2,515	3,354	4,192	5,031
G	2,935	4,108	5,282	6,456
H	3,973	4,947	6,121	7,295
I	4,612	5,785	6,959	8,133
J	5,450	6,624	7,798	8,972
K	6,288	7,462	8,636	9,810
L	7,127	8,301	9,475	10,648

Activity Categorization

Category	Activity (location x quantity)
A	STEM Club (Elem x 6), Coding Club (Elem x 6)
B	Anime Club (RMS), Art Club (RMS x 2), 6th Intramurals (RMS), Battle of the Books (RMS), Breakfast Books Club (RMS), Computer Club (RMS), Scholastic Bowl (RMS) Games Club (RMS), Mathletes (RMS), Creative Writing (RMS), Tennis Club (RMS x 2), Cardio Club (Elem x 6), Art Club (Elem x 6), School Specific* (Elem x 6), Anime Club (BHS), Certamen (BHS), Eco Club (BHS), Future Med. Professionals (BHS), Games Club (BHS), International Club (BHS), Mock Trial (BHS), Open Circle (BHS), Pride/GSA (BHS), Student Advisory Board (BHS), Ultimate Frisbee (BHS), Video Club (BHS), Yoga Club (BHS), Youth & Government (BHS)
C	Black Box Tech Director (BHS), Musical Accompanist (BHS), Pep Band (BHS)
D	Foods Club (RMS), 7/8 Intramurals (RMS x 2), Bowling Club (RMS x 2), Newspaper (RMS), Honor Societies (BHS x 10: Art, English, French, International Thespian Society, JCL, Math, Rho Kappa, Science, Spanish, Tri-M), Class Sponsor (BHS x 4), Link Crew

	(BHS x 2)
E	1501 (RMS), 5th Grade Band (Elem x 2), 5th Grade Chorus (Elem x 6), 5th Grade Orchestra (Elem x 2), Jazz Ensemble (RMS), Jazz Band (RMS), Madrigals (BHS), Musical Orchestra Conductor (BHS), Newspaper (BHS), Symphonic Band (RMS), Stringz (BYSE) (RMS), Vocal Gold (RMS), Play Tech Director (BHS), 6th Grade Play (RMS), 7th/8th Grade Musical (RMS), Musical-Vocal Director (RMS), Asst. Musical Tech Director (BHS), K-Kids (Elem x 6), National Jr. Honor Society (RMS), Student Council (Elem x 6), Student Council (RMS), Amnesty International (BHS), Chromatics Ed Rising (BHS), Math Team (BHS x 2), Political Debate (BHS), Psychology Club (BHS), National Honor Society (BHS), Volleyball "B" (RMS x 4), Boys Basketball "B" (RMS x 4), Girls Basketball "B" (RMS x 4)
F	Asst. Show Choir (BHS), Chamber Orchestra (BHS), Colorguard Instructor (BHS), Play Director (BHS x 2), Drumline (BHS), Improv (BHS), Jazz Band (BHS x 2), Musical Choreographer (BHS), Musical Tech Director (BHS), Music Director (BHS), String Theory (BHS), Studio Show Director (BHS), Winterguard (BHS), Stellar Girls (RMS), Yearbook (RMS), IMSA Fusion (RMS x 2), Wired for Math (RMS), Builders Club (RMS), IHSA Chess Club (BHS), IHSA Fishing Club (BHS), Interact Club (BHS), Rock the Runway (BHS), Student Council (BHS x 2), Yearbook (BHS), Boys Basketball "A" (RMS x 3), Girls Basketball "A" (RMS x 3), Cheerleading (RMS), Football (RMS x 4), Co-Ed Track (RMS x 5), Volleyball "A" (RMS x 3), Wrestling (RMS x 2), Co-Ed Cross Country (RMS x 4), Asst Golf (BHS x 2)
G	Key Club (BHS), IHSA Scholastic Bowl (BHS), Boys Head Basketball (RMS), Girls Head Basketball (RMS), Head Cheerleading (RMS), Head Football (RMS), Head Co-Ed Cross Country (RMS), Head Co-Ed Track (RMS), Head Volleyball (RMS), Head Wrestling (RMS), Asst Lacrosse (BHS)
H	Show Choir Director (BHS), Asst Marching Band (BHS), Yearbook (BHS), Activities Director (BHS), Asst Baseball (BHS x 4), Asst Cross Country (BHS x 2), Asst. Gymnastics (BHS), Asst Soccer (BHS x 8), Asst Softball (BHS x 3), Asst Tennis (BHS x 2), Asst Volleyball (BHS x 4)
I	Asst Basketball (BHS x 8), Head Cross Country (BHS x 2), Asst Football (BHS x 11), Head Golf (BHS x 2), Head Lacrosse (BHS), Head Tennis (BHS x 2), Asst Track (BHS x 8), Asst Wrestling (BHS x 4), JV Dance (BHS), JV Cheer (BHS)
J	Head Gymnastics (BHS), Head Softball (BHS)
K	Head Baseball (BHS), Head Soccer (BHS x 2), Head Volleyball (BHS)
L	Marching Band (BHS), Musical Artistic Director (BHS), Activities Director (BHS), Asst. Athletic Director (BHS x 2), Head Basketball (BHS x 2), Head Football (BHS), Head Track (BHS x 2), Head Wrestling (BHS), Head Dance (BHS), Head Cheer (BHS)

Appendix C2: Event Stipend Schedule

Per the terms of Section 10.03, for events or other activities.

Schedule and Event Categorization

Level	Amount (contact time)	Activity (location x quantity)
1	\$400 Less than 10 hours contact time annually	Art Show (Elem x 6), Art Show (RMS), Art Comp (BHS), Lit Fest (BHS), Battle of the Books (Elem x 6), Battle of the Books Coordinator, Elementary Music Event (Elem x 6; 2+ evening events required)
2	\$800 20 hours of contact or more annually	Culinary Arts (BHS), District Consulting Teacher (per semester), Ski Event (RMS x 2), Talent Show (RMS)
3	\$1,600 40 hours contact time or more annually	Art Show (BHS), District LRC Coordinator, Graduation, Speakers (BHS), SLT (District), Team Leader (RMS x 19), Weight Room Supervisors (BHS x 4), Vocational Education Grant (BHS)
4	\$2,400 60 hours contact time or more annually	Band (BHS x 2), Band (RMS x 3), Choir (BHS), Orchestra (BHS), Orchestra (RMS), Team Leader (BHS x 9), Vocal (RMS)

Appendix D: Onboarding Schedule

All educators hired after this Agreement is ratified shall receive an initial base salary per the terms of Section 10.01.

Year/Step	2020	2021	2022	2023	2024
1	42,761	43,616	44,489	45,378	46,286
2	43,723	44,598	45,490	46,399	47,327
3	44,707	45,601	46,513	47,443	48,392
4	45,713	46,627	47,560	48,511	49,481
5	46,741	47,676	48,630	49,602	50,594

Appendix E: Grandfathered Credit Examples

The following examples illustrate the calculation for grandfathered credit to increase base salary, as defined in Section 10.02.

- 1. Partial credit toward first master's degree.** An educator received sixteen (16) credits toward their first master's degree on the former salary schedule and negotiated agreement, was last placed at lane 5, step C (BA16).

The educator then completes all of the credits necessary to earn their first master's degree during the 2019-20 school year, therefore:

- a. The number of the educator's unattained lanes for the first master's degree on the former salary schedule is **two (2)**, specifically, lanes D (BA24) and E (BA36/MA).
 - b. The total number of lanes for the first master's degree on the former salary schedule is **four (4)**, specifically, lanes B (BA8), C (BA16), D (BA24), and E (BA36/MA).
 - c. Thus, the grandfathered credit calculation is: $2 / 4 \times \$10,000 = \$5,000$; the educator will receive a base salary increase of \$5,000 for the 2021-22 school year.
- 2. Partial credit toward second master's degree.** An educator received sixteen (16) credits toward their second master's degree on the former salary schedule and negotiated agreement, was last placed at lane 10, step G (MA16).

The educator then completes all of the credits necessary to earn their second master's degree during the 2019-20 school year, therefore:

- a. The number of the educator's unattained lanes for the second master's degree on the former salary schedule is **three (3)**, specifically, lanes H (MA24), I (MA32), and E (MA40).
- b. The total number of lanes for the second master's degree on the former salary schedule is **five (5)**, specifically, lanes F (MA8), G (MA16), H (MA24), I (MA32), and J (MA40).
- c. Thus, the grandfathered credit calculation is: $3 / 5 \times \$10,000 = \$6,000$; the educator will receive a base salary increase of \$6,000 for the 2021-22 school year.

Appendix F: Retirement Incentive Examples

The following examples are provided to demonstrate the mechanics of the Retirement Incentive Plan (Section 10.06):

1. An educator, currently 56 years old, provides a 4-year notice to retire (which includes the current school year) and will have a total of 24 years of TRS creditable service at retirement:

Current age	56	
Current salary	\$ 94,381	
Current TRS creditable years of service	18	
Years of notice	4	
Prior year salary	\$ 92,688	
Year 1 salary (revised from current)	\$ 98,249	(+6.0%)
Year 2 salary	\$ 104,144	(+6.0%)
Year 3 salary	\$ 110,393	(+6.0%)
Year 4 salary	\$ 117,016	(+6.0%)
Sick leave credit at retirement	2 years	(340 days)
Total TRS creditable service at retirement	24	
Age at retirement	60	
Post-retirement lump sum payment	\$ 58,508 - 5,561 - 5,895 - 6,249 <u>- 6,624</u> \$ 34,180	(50% of final salary) (less year 1 increase) (less year 2 increase) (less year 3 increase) (less year 4 increase) (total lump sum)

2. An educator, currently 58 years old, provides a 2-year notice to retire (which includes the current school year) and will have a total of 18 years of TRS creditable service at retirement:

Current age	58	
Current salary	\$ 85,070	

Current TRS creditable years of service	15	
Years of notice	2	
Prior year salary	\$ 82,954	
Year 1 salary (revised from current)	\$ 87,931	(+6.0%)
Year 2 salary	\$ 93,207	(+6.0%)
Sick leave credit at retirement	1 year	(170 days)
Total TRS creditable service at retirement	18	
Age at retirement	60	
Post-retirement lump sum payment	\$ 46,604 - 4,977 <u>- 5,276</u> \$ 36,350	(50% of final salary) (less year 1 increase) (less year 2 increase) (total lump sum)

3. An educator, currently 51 years old, provides a 4-year notice to retire (which includes the current school year) and will have a total of 35 years of TRS creditable service at retirement:

Current age	51	
Current salary	\$ 114,185	
Current TRS creditable years of service	29	
Years of notice	4	
Prior year salary	\$ 112,387	
Year 1 salary (revised from current)	\$ 119,130	(+6.0%)
Year 2 salary	\$ 126,278	(+6.0%)
Year 3 salary	\$ 133,855	(+6.0%)
Year 4 salary	\$ 141,886	(+6.0%)
Sick leave credit at retirement	2 years	(340 days)
Total TRS creditable service at retirement	35	
Age at retirement	55	
Post-retirement lump sum payment	\$ 70,943 - 6,743 - 7,148	(50% of final salary) (less year 1 increase) (less year 2 increase)

	- 7,577	(less year 3 increase)
	<u>- 8,031</u>	(less year 4 increase)
	\$ 41,444	(total lump sum)

Appendix G: Transitional Base Salary Increases

For the duration of this Agreement and per the terms of Section 10.02, educators employed at the time this Agreement is ratified shall receive an annual transitional base salary increase at the rate indicated below according to their last step and lane of the former salary schedule and negotiated agreement.

For example, an educator who was placed at step 10, lane E (BA 36/MA) for the 2018-19 school year will receive an annual base salary increase of 3.77% in each year of this Agreement unless professional learning credit or grandfathered credit is earned in a given year.

	BA	BA8	BA16	BA24	BA36/ MA	MA8	MA16	MA24	MA32	MA40	PHD
	A	B	C	D	E	F	G	H	I	J	K
1	4.90%	4.90%	4.90%	4.90%	4.90%	4.90%	4.90%	4.90%	4.90%	4.90%	4.90%
2	4.77%	4.77%	4.77%	4.77%	4.77%	4.77%	4.77%	4.77%	4.77%	4.77%	4.77%
3	4.65%	4.65%	4.65%	4.65%	4.65%	4.65%	4.65%	4.65%	4.65%	4.65%	4.65%
4	4.52%	4.52%	4.52%	4.52%	4.52%	4.52%	4.52%	4.52%	4.52%	4.52%	4.52%
5	4.40%	4.40%	4.40%	4.40%	4.40%	4.40%	4.40%	4.40%	4.40%	4.40%	4.40%
6	4.27%	4.27%	4.27%	4.27%	4.27%	4.27%	4.27%	4.27%	4.27%	4.27%	4.27%
7	4.14%	4.14%	4.14%	4.14%	4.14%	4.14%	4.14%	4.14%	4.14%	4.14%	4.14%
8	4.02%	4.02%	4.02%	4.02%	4.02%	4.02%	4.02%	4.02%	4.02%	4.02%	4.02%
9	3.89%	3.89%	3.89%	3.89%	3.89%	3.89%	3.89%	3.89%	3.89%	3.89%	3.89%
10	3.77%	3.77%	3.77%	3.77%	3.77%	3.77%	3.77%	3.77%	3.77%	3.77%	3.77%
11	3.64%	3.64%	3.64%	3.64%	3.64%	3.64%	3.64%	3.64%	3.64%	3.64%	3.64%
12	3.51%	3.51%	3.51%	3.51%	3.51%	3.51%	3.51%	3.51%	3.51%	3.51%	3.51%
13		3.39%	3.39%	3.39%	3.39%	3.39%	3.39%	3.39%	3.39%	3.39%	3.39%
14			3.26%	3.26%	3.26%	3.26%	3.26%	3.26%	3.26%	3.26%	3.26%
15					3.13%	3.13%	3.13%	3.13%	3.13%	3.13%	3.13%
16					3.01%	3.01%	3.01%	3.01%	3.01%	3.01%	3.01%
17					2.88%	2.88%	2.88%	2.88%	2.88%	2.88%	2.88%
18					2.76%	2.76%	2.76%	2.76%	2.76%	2.76%	2.76%
19						2.63%	2.63%	2.63%	2.63%	2.63%	2.63%
20						2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
21						2.38%	2.38%	2.38%	2.38%	2.38%	2.38%
22						2.25%	2.25%	2.25%	2.25%	2.25%	2.25%
23								2.13%	2.13%	2.13%	2.13%

Appendix H: Insurance Contributions

For the 2019 interim plan year, running from July 1, 2019, through December 31, 2019, the Board's contributions toward annual insurance premiums for full-time educators shall be as follows:

Plan	All Coverage Tiers (single, family, etc.)
Medical PPO (standard deductible)	80%
Medical PPO (high deductible)	90%
Medical HMO	80%
Dental	80%
Vision	100%

For the 2020 plan year and thereafter, the Board's contribution rates shall be determined by the recommendation of the Insurance and Benefits Committee, in accordance with Section 10.05, and with the approval of the Board, and will be posted on the [District Intranet](#).

Appendix I1: Memorandum of Agreement RMS Football

MEMORANDUM OF AGREEMENT DISCONTINUATION OF ROTOLO MIDDLE SCHOOL FOOTBALL PROGRAM

WHEREAS, the BATAVIA EDUCATION ASSOCIATION (“BEA”) and the BOARD OF EDUCATION OF BATAVIA SCHOOL DISTRICT 101 (“BOARD”) are parties to a negotiated Collective Bargaining Agreement (the “Agreement”) covering the period 2017-2019; and

WHEREAS, the BOARD and BEA recognize that student participation in the Rotolo Middle School football program has declined significantly in recent years; and

WHEREAS, other area school districts are beginning to withdraw from middle school football leagues due to waning participation; and

WHEREAS, the BOARD now wishes to discontinue the football program at Rotolo Middle School; and

WHEREAS, the Batavia Youth Football (“BYF”) Program offers a comprehensive football program for Batavia children in first through seventh grades that is aligned with the vision and values of the football program at Batavia High School; and

WHEREAS, the BOARD has an interest in supporting the football program at Batavia High School; and

WHEREAS, the BOARD wishes to support the establishment of an independent football program for students in seventh and eighth grades that will continue to properly develop players and instill the same character and values expected of players in football program at Batavia High School.

NOW, THEREFORE, the BOARD and BEA agree as follows:

Section 1. The Board will discontinue the Rotolo Middle School football program at the conclusion of the 2019 fiscal year and the related BEA stipends will cease.

Section 2. To establish a replacement for the middle school football program that properly prepares players for the Batavia High School football program, the BOARD will contribute twelve thousand dollars (\$12,000) in fiscal year 2020 and twelve thousand dollars (\$12,000) in fiscal year 2021 to BYF to fund at least four coaching positions in each of those years.

Section 3. In consideration for the BOARD’s temporary financial support, BYF will offer members of the BEA the right of first-refusal on four (4) coaching positions for the 2020 and 2021 football seasons.

Section 4. As savings are realized by the BOARD from BEA stipends resultant to the discontinuation of the Rotolo Middle School football program, the balance shall be returned to the District Stipend Committee for redistribution, subject to the terms of the Agreement.

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

BATAVIA EDUCATION ASSOCIATION, IEA/NEA

BATAVIA SCHOOL DISTRICT NO 101

President

Superintendent

Date

Date

Appendix I2: Memorandum of Agreement Personalized Learning Institute Day

MEMORANDUM OF AGREEMENT

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

WHEREAS, the BOARD and the BEA have established a 182 day work calendar for the 2019-2020 school year;

WHEREAS, the BOARD and the BEA have an interest in supporting the BPS101 elementary licensed staff members and their learning around personalized learning;

NOW, THEREFORE, the Parties agree to the following:
BPS101 elementary licensed staff who choose to do so will have a full work day on August 5 or August 6, 2019 of personalized learning training in lieu of the scheduled full Institute Day on Friday, February 28, 2020. Elementary licensed staff who do not choose this exchange will receive a full work day of personalized learning training during the regularly scheduled Institute Day on Friday, February 20, 2020. Elementary licensed staff who have had personalized learning training prior to the August training opportunity are exempt from this memorandum of agreement. This change in work day is a one-time, non-precedent setting collaborative decision in order to support staff training for the BPS101 elementary licensed staff members.

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

BATAVIA EDUCATION ASSOCIATION, IEA/NEA

BATAVIA SCHOOL DISTRICT NO 101

President

Superintendent

Date

Date