

Negotiated Agreement

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

July 1, 2023, through June 30, 2027

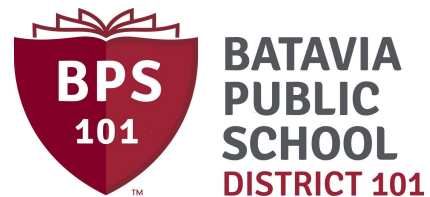


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Article 1: Introduction

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, and assistant principals. 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 Business Communications

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, inter-school mail service, and email for the purpose of official communications, provided such use does not interfere with District business. 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 Curriculum Information

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. Performance Evaluations.** 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. 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.

- D. 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. [820 ILCS 40/10](#).
- E. 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.
- F. 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.
- G. Personnel File Expungement.** An educator who wishes to have material expunged from their personnel file shall file a written request to the Board.
- H. Exceptions.** 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 reasonable freedom in the implementation of the curriculum. However, this does not preclude the right and the obligation of the Administration to question, instruct, and direct. Educators shall implement the curriculum pursuant to the directions of the Administration. Within this framework, the educator is free to present instructional materials which are pertinent to the subject and level taught within the appropriate course content and within the planned instructional program as determined by normal instructional and/or administrative procedures. In addition, educators shall be free to discuss all matters which are relevant to the subject matter under study and within their area of professional competence, assuming that all facts concerning controversial issues shall be presented in a scholarly and objective manner and assuming that all discussion shall be maintained within the appropriate course content, be pedagogically justifiable, and be subject to standards of good taste.

In the event concerns arise they shall first be discussed between the educator and the Principal, then the educator and Superintendent, if necessary. In the event the concern remains unresolved, the matter will be referred to the Curriculum Assessment Advisory Council (CAAC) for final resolution. Any resolution of the concern will be consistent with the substance and requirements of the relevant provisions of Section 6 of Board policy.

3.08 Complaints, Investigations, and Educator Discipline Process

- A. Receipt of Complaint or Alleged Incident.** Upon receiving a complaint or becoming aware of an alleged incident, an administrator initiates the disciplinary process, deciding whether to proceed with an informal or formal investigation.
- B. Informal Investigation.** In less severe instances, an informal investigation is initiated where the complaint is likely to be directly addressed with the educator first. The resolution typically involves the complainant, educator, and administrator.
- C. Formal Investigation.** For more serious concerns, a formal investigation is launched, following these steps:
1. **Notice.** Within three (3) business days of becoming aware of the complaint or alleged conduct, the administrator notifies the educator of the complaint or alleged conduct, the potential for discipline, and the commencement of a fact-finding process.
 2. **Right to Representation.** Throughout the investigation and disciplinary process, educators are entitled to representation by an association representative.
 3. **Fact-Finding.** This impartial process begins within five (5) business days of educator notification. The investigating administrator gathers information and evidence related to the complaint or incident to establish a comprehensive understanding of the situation, which includes the following:
 - i. The investigator meets with complainant(s), witnesses, or any other appropriate individuals.
 - ii. The investigator meets with the educator and, if requested by the educator, Association representative. The educator has the right to request that the complainant be present at the meeting. Additional personnel may also attend if deemed helpful to the resolution of the allegations by the investigator.
 - iii. Notice to the educator that they may respond to the allegations in writing within three (3) business days.
 4. **Application of Progressive Discipline.** After the fact-finding process concludes, the principles of progressive discipline are applied. Progressive discipline is a process designed to address educator performance or behavior issues. It

involves steps of increasing severity, each aimed at facilitating educator improvement. Steps could include verbal warnings, written warnings, and more serious measures like suspension or termination. This approach encourages continuous improvement and protects the Board from potential legal issues.

5. **Outcome.** Based on the preponderance of evidence and the application of progressive discipline, the results of the investigation are communicated with the educator. Possible outcomes may include:

- i. Letter of Summary. If an investigation concludes without disciplinary action, the educator will receive a letter of summary, documenting the completed investigation and confirming no disciplinary action will be taken.
- ii. Letter of Discipline. A letter of discipline documents the complaint, findings of fact, outcome decision, and any mandates or directives.
- iii. Notice To Remedy. A legal process as stipulated in Illinois School Code. [105 ILCS 6/24-16.5](#) & [105 ILCS 5/34-85](#).
- iv. Suspension. Board policy stipulates authority and parameters around educator suspension. [Board policy 5:290](#).
- v. Dismissal. Board policy stipulates authority and parameters around dismissal. [105 ILCS 5/34-85](#).

6. **Response.** The educator has the right to respond to the outcome notification within ten (10) business days. This written response will be included in their personnel file.

D. Record Keeping. All written materials related to the investigation and discipline process will be added to the educator's personnel file, following the procedures outlined in Section 3.06 of this Agreement.

E. Timeline Extensions. If the educator, witnesses, or lead investigator is absent or unavailable, the timelines for the investigation and disciplinary process can be reasonably extended.

F. Authority. The Board retains its authority to issue a Notice to Remedy, suspend, or dismiss an educator, as per its rights and responsibilities.

3.09 Dues Deduction

Authorization for dues deduction shall be on a form provided by the Association and shall continue unless revoked by the educator. The District shall deduct from each member 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.

3.10 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.

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 Notice of Readiness to Negotiate

The Association and the Board may mutually agree to initiate negotiations. Within sixty (60) calendar days thereafter, collective bargaining shall commence, no later than May 15 of the last year of the Agreement.

6.02 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.

6.03 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.

6.04 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.

6.05 Closed Meetings

All collective bargaining sessions shall be closed meetings as provided for in the Open Meetings Act. [5 ILCS 120](#).

6.06 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.

6.07 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. [115 ILCS 5/12.](#)

Article 7: Grievance Process

7.01 Definition

A grievance is a written claim by the Association, an individual educator, or a group of educators stating a violation, misinterpretation, or misapplication of a specific provision of the Agreement.

7.02 Grievance Steps

The parties hereto acknowledge that it is most desirable for an educator and their immediate supervisor to resolve problems through free and informal discussion. Therefore, an attempt

shall be made to resolve a potential grievance first through an informal discussion. If necessary, grievances shall follow the following process:

- A. Step One: Initiation.** The grievant must submit a written grievance to the Building Principal or supervisor within twenty (20) business days of the event. The grievance should include: grievant's details, date of grievance, supervisor receiving the grievance, date of incident giving rise to the grievance, alleged Agreement violation, facts supporting the violation, and proposed remedy.

The Building Principal or designee will hold a conference with the grievant within five (5) business days and provide a decision within five (5) business days post-conference.

- B. Step Two: Request for Review.** If the grievant or Association is not satisfied with the outcome, they may request a written review with the Superintendent within ten (10) business days of receiving the Step One decision. The Superintendent or designee shall hold a conference with the grievant within ten (10) business days, followed by a decision within five (5) business days after the conference.

- C. Step Three: Appeal.** If the grievant or Association remains unsatisfied due to the same reasons as mentioned in Step Two, they may submit a written appeal to the Board within ten(10) business days of receiving the Step Two decision. The Board shall consider the appeal within thirty (30) business days and provide a written decision within five (5) business days.

- D. Step Four: Arbitration.** If the Association still remains dissatisfied due to the previously mentioned reasons, the grievance may be submitted for binding arbitration within ten (10) business days of Board response. The arbitrator, chosen either mutually or via the American Arbitration Association, will make a decision based on the Agreement's terms, past practice, and the presented facts. Arbitrator fees and court reporter costs will be shared between the parties, while other costs will be borne by the incurring party unless mutually agreed otherwise.

7.03 Hearings and Conferences

Grievance hearings and conferences should be scheduled outside of instructional hours or during non-instructional periods. If a meeting during school hours is necessary, all required employees will be excused with pay. 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. 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

Grievances involving the same situation and two (2) or more educators should be filed at Step 1, unless the situation spans multiple buildings, in which case, it should be filed at Step 2.

7.06 Grievance Management

The Board recognizes the Association's right and responsibility to participate in grievance management.

7.07 Self-Representation and Association Oversight

If an educator opts for self-representation, an Association representative may attend all meetings as an observer and will receive copies of the grievance and decisions.

7.08 Grievance Documentation

All grievance-related documents will be kept in the Superintendent's Office, separate from personnel files.

7.09 Grievance Withdrawal

A grievance may be withdrawn at any stage.

Article 8: Conditions of Employment

8.01 Definitions

The following terms are defined for use throughout Article 8:

“Assignment” is an educator’s assigned position within a given building, including grade level, subject or department, for the upcoming school year.

“Assignment Change” is the assignment of an educator to a position within a given building which is different than the educator’s current assignment, including a change in grade level, subject or department.

“Transfer” is a change in an educator’s assignment to a different building.

“Voluntary Transfer” is a request by an educator to be assigned to a different building.

“Involuntary Transfer” is the assignment of an educator, without the agreement of that person, to a different building.

“Vacancy” exists when there are more positions available than persons to assume such positions.

“Preliminary Meeting” is a meeting held before each assignment change or involuntary transfer where the administrator will meet with those educators who are being considered for the assignment change or involuntary transfer to alert the educators that they are being considered for the change.

A **“Professional Development Transition Plan”** is a written plan that considers the various means of support for an educator to make their transition to a new position by assignment change or transfer successful. Examples of the means of support to be considered, but not by way of limitation, are:

- Assignment of a mentor educator
- Development of a professional growth plan
- An offer of professional development opportunities
- Weekly educator “check-in” with the relevant administrator
- Support with physical relocation/movement of materials.

8.02 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 reasons for the change, an explanation of the process used to determine which educator would experience the change, and the logistics of the change including any necessary adjustment to the timeline for implementation of the change. The educator may request the presence of an Association representative at such conference.

If the educator is not satisfied with the results of this conference, they may appeal the reassignment decision to the Superintendent’s human resources designee. If the educator is not satisfied with the decision by the Superintendent’s designee, they may appeal the decision to the Superintendent, whose decision shall be final. The educator may request the presence of an Association representative at either of these appeal levels.

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 transition plan to ease the educator's transition and support educator success in the new assignment.

The educator selected for the change in assignment shall be considered for future vacancies for which they are qualified, provided the educator makes a request for a voluntary transfer pursuant to Section 8.03.

8.03 Vacancies

Regular and supplemental job vacancies under this Agreement, including administrative positions not filled via transfer or reassignment, will be posted on the District's website and announced via email to District staff within seven (7) calendar days after Board approval. This posting will occur at least seven (7) calendar days before the position is permanently filled.

The vacancy notice will include a job summary, required qualifications, salary range, location(s), and application requirements.

Upon selection of an educator to fill a vacancy, a professional development transition plan will be co-created by the educator and the relevant administrator, where necessary.

8.04 Transfers

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

1. The Building Principal from which the transfer is to occur shall first seek volunteers from the affected school.
2. In the event all factors are deemed equal, Administration shall consider transferring a volunteer.
3. If no volunteers emerge, an educator shall be selected for involuntary transfer based upon consideration of factors that include, without limitation: licensure, qualifications, merit, ability, performance appraisal, and relevant experience. Length of continuing service (i.e., seniority) must not be considered unless all other factors are deemed 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.

Additionally, the educator will receive a conference with the relevant administrator, at which time the educator will receive an explanation of the process used to determine which educator would experience the transfer, and the logistics of the change including any necessary adjustment to the timeline for implementation of the 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 8.02 shall apply.

If the educator is not satisfied with the results of this conference, they may appeal the involuntary transfer decision to the Superintendent's designee. If the educator is not satisfied with the decision by the designee, they may appeal the decision to the Superintendent, whose decision shall be final. The educator may request the presence of an Association representative at either of these appeal levels.

Once an educator is selected for the involuntary transfer, where appropriate, the educator and the administrator involved will create a professional development transition plan to ease the educator's transition and support educator success in the new position.

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 pursuant to Section 8.04(A), above.

8.05 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. [105 ILCS 5/24-9](#).
- 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. Team Collaboration and Planning.**
1. Elementary educators will meet at 8 a.m. one (1) day each week for the purposes of participating in collaborative 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.

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

8.06 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.

8.07 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.

8.08 Elementary Schedule

Annually, the elementary school schedule will be created by the Administration. Prior to creating this schedule, the Association will solicit input from affected educators regarding preferences for the upcoming schedule. Afterward, and at least 30 days prior to finalization, the Superintendent or designee(s) will meet the Association President or designee(s) to discuss the schedule options for the coming school year and educator preferences solicited by the Association. In announcing the final schedule, the Administration will provide a rationale for the structure of the schedule selected.

8.09 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 two hundred fifty thousand dollars (\$250,000) to be available for educators for approved professional learning credit.

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. In reviewing applications, priority will be given to tenured educators unless District needs dictate otherwise.
- 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. Annually, the Professional Learning Advisory Council (PLAC) will review and recommend the priorities for professional learning, subject to Board approval. Approved applications for professional learning programs shall otherwise 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. Denial. Denied applications will be provided to educators with an explanation in writing.

F. 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.

G. 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.

8.10 BPS University (BPSU)

The Board shall offer a 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.

8.11 Committees

Committees are established for the purpose of collaboration and shared decision-making. Educators will be informed of the committee's type (standing, sub-committee, or ad hoc) and its intended duration before being invited to participate. 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 party shall designate a representative to serve as a co-chair for the committee. Co-chairs have the responsibility for calling committee meetings, organizing agendas, and facilitating discussions.

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 District Coordinating Council (DCC) shall monitor the work of all standing committees, ensuring:

1. Smooth collaboration,
2. Consensus-based decision making,
3. Alignment of committee recommendations with this Agreement,
4. Proper coordination and scope management of duties across committees,
5. Incorporation of an equity lens in all decisions and actions.

The Committee shall be comprised of the co-chairs of CAAC, PLAC, and RRAC, the Association's President and Officers, the Superintendent, and three District administrators from the Human Resources, Business, and Curriculum and Instruction Departments. The Superintendent and the Association President co-chair the DCC.

B. 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, and two (2) non-voting, ad hoc members.

- C. 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.

- D. 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.

- E. 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.

- F. 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.

- G. The Stipend Committee** shall consider requests for new stipends or review of existing stipends and make 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.

- H. The **Class Size and Composition Review Committee** shall be a standing committee that proactively monitors class size and composition, shares findings with the District Coordinating Council, and considers requests for relief filed under Section 8.12.

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

- I. The **Student Services Workload Committee** shall monitor the District's special education workload plan and 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.

- J. 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.

- K. The **Employee Retirement and Investment Committee (ERIC)** shall monitor defined contribution retirement plans and educate employees on options to save and invest for retirement, and make recommendations to the Superintendent for the same.

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

8.12 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.

8.13 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

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.

8.14 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.

8.15 Class Size and Composition

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. For the purposes of this provision, the term “class composition” shall include the number of students with an individualized education plan (IEP), Section 504 accommodation plan, intervention needs, English learners (EL) support, or students enrolled from self-contained special education programs.

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.

- F. Monitoring System.** The Administration will establish a monitoring system to track and report on class size and composition. The system will compile data on:

1. School specifics
2. Grade levels
3. Sections
4. Class composition, including counts of students with IEP, Section 504 Plan, LEP, low-income status, gender, and other indicators

The system will document the base staffing allocations for each class and, if applicable, any recommended adjustments. This report will be submitted annually to the Class Size and Class Composition Review Committee.

8.16 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 a written appeal to the Student Services Review Committee. The Committee will convene and reach consensus within 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.

8.17 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.

8.18 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.

8.19 Professional Learning Planning & Presentations

The Association and the Board acknowledge the importance of in-service and institute opportunities in promoting the continuous professional growth of educators. They collectively entrust the Professional Learning Advisory Council (PLAC) with the responsibility to ensure the following for staff members preparing presentations:

1. Clear communication of expectations for their participation as presenters, when applicable.
2. Adequate time allocation for preparation of staff presentations.
3. Consideration of the frequency of an individual's preparation for presentations.
4. Provision of support for staff during the preparation of presentations, potentially including release time for planning, at PLAC's discretion. PLAC will also decide on professional growth credits or other compensatory measures.
5. Recognition of the right of an employee to decline a request to present.

PLAC will strive to develop a multi-year plan. Information pertaining to topics, speakers, and how the institute days align with District goals will be disseminated to the Association members no later than August 1 each year.

8.20 Management of Stipends

The Stipend Committee shall review applications for new stipends and review of existing 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.

8.21 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.

8.22 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.

8.23 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.

8.24 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 Teacher on Special Assignment (TOSA)

- A. Introduction.** On occasion, the needs of the District may require the Administration to designate an educator as a “Teacher on Special Assignment” (TOSA). The TOSA involves the educator performing work normally performed by a member of the Association and work normally performed by administrators. In performing these administrative duties, the TOSA will not be engaged in such duties for more than 50% of the workday.

An educator who accepts the TOSA position will for all times and purposes remain a member of the bargaining unit. For example, employment as a TOSA will count toward seniority credit, attainment of tenure, etc. Current examples of TOSA include the

Assistant Athletic Director, Activity Director, and Fine Arts Coordinator.

- B. Creation of a TOSA Position.** Prior to the creation and assignment of a TOSA position, the Administration will share with the Association President or designee the rationale for the need for the position. The Administration will, with input from the Association President or designee, develop a written position description which specifies the responsibilities and duration of the TOSA position. Absent a designated duration, the TOSA will exist for no longer than one (1) school year, unless otherwise agreed by the Administration and Association President.

The TOSA position will be posted following the requirements of this Agreement for internal positions, Section 8.02. Compensation for work outside of the contractual day for each TOSA position will be negotiated between representatives of the Board and Association.

- C. Concluding a TOSA Position.** The parties agree that the Board reserves the right to determine the need for Special Assignments and may terminate a TOSA(s) upon notice to the Association and after an opportunity for discussion of the decision. Elimination of the position shall result in the educator holding the position being placed in a full-time bargaining unit position for which the educator is licensed and qualified.

If the Board terminates a TOSA position, the Association agrees that the administrative duties that were part of the position remain administrative duties outside the bargaining agreement and do not become bargaining unit work.

Article 9: Leaves

9.01 General Leave Provisions

- A. 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.
- B. 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.

9.02 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, and acceptance of a child in need of foster care. “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:

Level	Number of Accumulated Sick Days as of June 30	Annual Sick Day Allotment at the Start of Next School Year
1	1-100	12
2	101-150	15
3	151-200	20
4	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.

If an educator takes sick leave under the Family and Medical Leave Act (FMLA), their annual sick leave allocation level will not be reduced. Even though they're on FMLA leave, they will continue to accrue sick leave at the same level (i.e., rate) as they did prior to taking the FMLA leave. This ensures the educator retains their current annual sick leave level despite the FMLA absence.

- 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.

9.03 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.

9.04 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.

9.05 Parental Leave

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

- A. Application for Leave.** The educator will make an 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.
- 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 Board shall notify applicants by March 1 with a written explanation of their decision.

9.07 Sabbatical Leave

A sabbatical leave program will be established and will conform to provisions in the Illinois School Code. [105 ILCS 5/24-6.1](#).

9.08 Education Leave

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.

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 and Degree Credit.** Newly hired educators may receive credit for prior teaching experience and advanced degrees on the onboarding schedule. Credit will be based on teaching experience obtained in the District or other school districts.

The MA+ lane is exclusively reserved for individuals utilizing both their advanced degrees and corresponding credits for positions with such requirements.

- B. Military Credit.** Experience credit for military service will be given, up to three (3) years.

10.02 Salary Increases

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

- A. Annual Increase.** 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 amount below. Indicated amounts shall be prorated for part-time educators.

Prior Year Base Salary	2023-24	2024-25	2025-26	2026-27
Less than \$55,000	\$5,500	\$5,000	\$5,000	\$5,000
\$55,000 to \$74,999	\$5,000	\$4,500	\$4,000	\$4,000
\$75,000 to \$99,999	\$5,000	\$4,250	\$3,750	\$3,750
\$100,000 to \$119,999	\$5,000	\$4,000	\$3,500	\$3,500
More than \$120,000	\$5,000	\$3,000	\$3,000	\$3,000

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 school year after completion in the following amounts:

Program Type	Total Amount Per Program/ Degree
First master’s degree	\$12,000
BPS University (BPSU) (two year)	10,000
BPS University (BPSU) (one year)	5,000
ISBE Endorsement	5,000
Second master’s or doctorate	10,000
Self-study (non-degree) courses	5,000

C. One-Time Adjustments. Educators who earned their first master’s degree according to the terms of the previous Agreement (2019-2023) will receive a one-time adjustment to their base salary of two thousand dollars (\$2,000) in the first year of this Agreement. Educators enrolled in and completing BPSU under provisions of the previous Agreement will continue to receive professional learning credit as originally prescribed.

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 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. Co-chairs may receive pay for up to ten (10) hours per year for meeting preparation.

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 F.
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.
4. The Board will only offer the high-deductible medical insurance plan (PPO+HSA) to educators whose employment start date is after July 1, 2024.

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 five percent (5%) each year.

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	Age at Retirement
-----------------------------	-------------------

Service	
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, base 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, (base salary and all supplemental pay) 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 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.
6. 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. 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 base salary 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 base salary 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 E.

10.07 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.

10.08 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.

10.09 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.

10.10 Deferred Compensation Matching Contribution

Educators electing to make contributions to the available 403(b) or 457(b) plans will receive a matching Board contribution as noted below.

Prior Year Base Salary	2023-24	2024-25	2025-26	2026-27
Less than \$55,000	\$0	\$1,000	\$1,000	\$1,000
\$55,000 to \$74,999	0	750	750	750
\$75,000 to \$99,999	0	500	500	500
\$100,000 to \$119,999	0	250	250	250
More than \$120,000	0	0	0	0

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. [105 ILCS 5/24A](#).

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, 2023, through June 30, 2027.

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 and Composition 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 judgment of a licensed educator shall be paid at thirty five dollars (\$35.00) 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 judgment of a licensed educator, shall be paid at twenty five dollars (\$25.00) 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	\$642	\$855	-	-
B	1,069	1,496	1,925	-
C	1,283	1,700	2,138	2,565
D	1,496	1,925	2,352	2,780
E	2,138	2,780	3,421	4,063
F	2,565	3,421	4,276	5,132
G	2,994	4,190	5,388	6,585
H	4,052	5,046	6,243	7,441
I	4,704	5,901	7,098	8,296
J	5,559	6,756	7,954	9,151
K	6,414	7,611	8,809	10,006
L	7,270	8,467	9,665	10,861

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), Games Club (RMS), Mathletes (RMS), Creative Writing (RMS), Tennis Club (RMS x 2), Musical Choreographer (RMS), Equality Club (RMS), Cardio Club (Elem x 6), Art Club (Elem x 6), School Specific* (Elem x 6), Anime Club (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), Graphics Club (BHS)
C	Black Box Tech Director (BHS), Musical Accompanist (BHS), Pep Band (BHS)
D	Foods Club (RMS), 7th/8th Intramurals (RMS x 2), Bowling Club (RMS x 2), Honor

	Societies (BHS x 9: Art, English, French, International Thespian Society, Math, Rho Kappa, Science, Spanish, Tri-M), Class Sponsor (BHS x 4), Link Crew (BHS x 2), Bulldog Buddies (BHS x 1)
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), Newspaper (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 (BHS), 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), Assistant Color Guard Director (BHS), Assistant Marching Band Percussion Director (BHS), Assistant Winterguard Director (BHS)
F	Asst. Show Choir (BHS), Chamber Orchestra (BHS), Play Director (BHS x 2), Improv (BHS), Jazz Band (BHS x 2), Musical Choreographer (BHS), Musical Tech Director (BHS), Music Director (BHS), String Theory (BHS), Studio Show Director (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 x7), Co-Ed Track (RMS x 5), Volleyball "A" (RMS x 3), Wrestling (RMS x 2), Co-Ed Cross Country (RMS x 3), Asst Golf (BHS x 2), Assistant Marching Band Percussion Director (BHS)
G	Key Club (BHS), IHSA Scholastic Bowl (BHS), Boys Head Basketball (RMS), Girls Head Basketball (RMS), Head Cheerleading (RMS), Head Football (RMS), Head Cross Country (RMS x 2), Head Co-Ed Track (RMS), Head Volleyball (RMS), Head Wrestling (RMS), Asst Lacrosse (BHS), Curricular Choral Accompanist (BHS)
H	Show Choir Director (BHS), Asst Marching Band (BHS), Yearbook (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), Marching Band Visual Director (BHS), Percussion Director (BHS), Winterguard (BHS)
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), Colorguard Director (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 x 2), 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.

2023-24

Experience	BA	BA + Endorsement	MA	MA+
1	\$50,000	\$55,000	\$60,000	\$65,000
2	50,875	55,875	60,375	65,375
3	51,765	56,765	61,765	66,765
4	52,671	57,671	62,671	67,671
5	53,593	58,593	63,593	68,593
6	-	-	-	69,531
7	-	-	-	70,485
8	-	-	-	71,456
9	-	-	-	72,444
10	-	-	-	73,449

2024-25

Experience	BA	BA + Endorsement	MA	MA+
1	\$50,875	\$55,875	\$60,875	\$65,875
2	51,765	56,765	61,265	66,265
3	52,671	57,671	62,671	67,671
4	53,593	58,593	63,593	68,593
5	54,531	59,531	64,531	69,531
6	-	-	-	70,485
7	-	-	-	71,456
8	-	-	-	72,444
9	-	-	-	73,449
10	-	-	-	74,472

2025-26

Experience	BA	BA + Endorsement	MA	MA+
1	\$51,765	\$56,765	\$61,765	\$66,765
2	52,671	57,671	62,171	67,171
3	53,593	58,593	63,593	68,593
4	54,530	59,530	64,530	69,530
5	55,485	60,485	65,485	70,485
6	-	-	-	71,456
7	-	-	-	72,444
8	-	-	-	73,449
9	-	-	-	74,472
10	-	-	-	75,513

2026-27

Experience	BA	BA + Endorsement	MA	MA+
1	\$52,671	\$57,671	\$62,671	\$67,671
2	53,593	58,593	63,093	68,093
3	54,531	59,531	64,531	69,531
4	55,485	60,485	65,485	70,485
5	56,456	61,456	66,456	71,456
6	-	-	-	72,444
7	-	-	-	73,449
8	-	-	-	74,472
9	-	-	-	75,513
10	-	-	-	76,572

Appendix E: 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 base salary	\$ 92,688	
Year 1 base salary (revised from current)	\$ 98,249	(+6.0%)
Year 2 base salary	\$ 104,144	(+6.0%)
Year 3 base salary	\$ 110,393	(+6.0%)
Year 4 base 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 base salary	\$ 82,954	
Year 1 base salary (revised from current)	\$ 87,931	(+6.0%)
Year 2 base 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 base salary	\$ 112,387	
Year 1 base salary (revised from current)	\$ 119,130	(+6.0%)
Year 2 base salary	\$ 126,278	(+6.0%)
Year 3 base salary	\$ 133,855	(+6.0%)
Year 4 base 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 F: Insurance Contributions

The Board's contributions toward annual insurance premiums for full-time educators shall be as follows:

Plan	All Coverage Tiers (single, family, etc.)
Medical Traditional PPO (standard deductible)	80%
Medical PPO+HSA (high deductible)	85%
Dental	80%
Vision	100%

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 G: MOA on Equity

MEMORANDUM OF AGREEMENT

During negotiations for a successor Negotiated Agreement to their 2019-2023 agreement, the Board and Association negotiations teams arrived at the following agreement:

The Board and Association established an ad hoc Equity Committee. At the time of negotiations for the successor agreement, the parties acknowledged that such work is in its early stages. Once our understanding of such work is better defined and understood, the parties agree to come together to negotiate any issues relevant to the functioning and work of the Committee, and if it continues.

Among the decisions to be made at that time are:

1. Whether the Equity Committee should function as a separate standing committee or have its work embedded into the work of other standing District Committees found in Article 8; and
2. Whether the Equity Committee should have separate representation on the newly created District Coordinating Council; and
3. Any other issues the parties deem in need of resolution relative to Equity.

AGREED:

Batavia Education Association,
IEA/NEA

Board of Education of Batavia School
District 101, Kane County, Illinois

[Name]

[Title]

Dated: _____, 2023

[Name]

[Title]

Dated: _____, 2023

Appendix H: MOA on Driving Activity Buses

MEMORANDUM OF AGREEMENT

During negotiations for a successor Negotiated Agreement to their 2019-2023 agreement, the Board and Association negotiations teams arrived at the following agreement:

The Board and Association desire to establish an ad hoc committee for the purpose of reviewing working conditions and compensation for educators who drive activity buses for athletic activities or sponsors of student activities.

Now, therefore, the parties agree as follows:

1. **Committee Responsibilities.** The Committee will be responsible for conducting a comprehensive review of the current conditions and compensation structure, and shall provide recommendations based on their findings.
2. **Members.** Each party will designate an equal number of representatives to the Committee, the exact number to be agreed upon by the District Coordinating Council. The Committee will be co-chaired by a Board representative and an Association representative. These co-chairs will be responsible for scheduling meeting dates, preparing the meeting agenda and generally moderating the meetings.
3. **Meetings.** The Committee shall meet at regular intervals, or as required, to accomplish its stated purpose. The schedule of these meetings will be agreed upon by the Committee members.
4. **Reporting.** The Committee will prepare a report detailing its findings and recommendations, which will be submitted to both parties at the conclusion of the review period, but no later than February 1, 2024.

AGREED:

Batavia Education Association,
IEA/NEA

Board of Education of Batavia School
District 101, Kane County, Illinois

[Name]

[Title]

Dated: _____, 2023

[Name]

[Title]

Dated: _____, 2023