

# Basic Agreement between the Belvidere Education Association and Community Unit School District 100

August 16, 2017 - August 15, 2021

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## AGREEMENT

This Agreement is entered into this 15th day of May, 2017, by and between Community Unit School District #100 (hereinafter referred to as the District) and the Belvidere Education Association, IEA/NEA (hereinafter referred to as the Association).

## PREAMBLE

WHEREAS, the Association has been designated as the bargaining representative by a majority of the teachers covered by this Agreement;

WHEREAS, the Board and Association have voluntarily endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting relations between the Board and the teachers covered by this Agreement, insofar as such practices and procedures are consonant with the paramount interests of the public and the students of the District;

WHEREAS, it is the intention of the parties to this Agreement to provide for the salary schedule, fringe benefits and conditions of employment of the teachers covered by this Agreement, to provide for the continued and efficient operation of the District, and to provide an orderly and prompt method of handling and processing grievances;

NOW, THEREFORE, the parties agree with each other as follows:

# ARTICLE I: RECOGNITION

## Section 1. Recognition

The District hereby recognizes the Association as the exclusive and sole negotiating agent for all full time and regular part time certificated professional personnel employed by the District but excluding central office personnel, principals, assistant principals, non-certificated personnel, and personnel having the authority to hire, transfer, assign, promote, evaluate, discharge or discipline, or to effectively recommend such action. The term regular part time certificated personnel shall mean individuals employed on an annual basis and working 50% or more of the school day. Certificated personnel who are not employed for a full semester or more and/or do not work 50% of the school day are specifically excluded from the negotiation unit set forth above. Regular part time certificated personnel shall participate on a prorata basis in the specific fringe benefits set forth in this Agreement if they are otherwise eligible to participate in such fringe benefits. The term "teacher" when used hereinafter in this Agreement shall refer to all certificated professional personnel included in the negotiation unit set forth above and thereby represented by the Association.

## ARTICLE II: BOARD RIGHTS

There is reserved exclusively to the Board of Education and thereby to the District, all responsibilities, powers, rights and authority expressly or inherently vested in it by the laws and constitutions of the State of Illinois and the United States of America. Except where limited by the written provisions of this Agreement, the District retains the rights and responsibilities to direct the affairs of the District in all of its various aspects. Such rights and responsibilities shall include, but are not limited to, the determination of District policy, the management and administration of the District, the establishment, modification or elimination of courses of instruction, special programs, athletic, recreational and social events, as deemed necessary or advisable by the District, the direction, supervision and placement of the teaching staff, and the determination of the placement of personnel in contractual continued service.

Any teacher covered by this Agreement may file a grievance pursuant to the provisions of Article IV alleging that the District's exercise of any of the rights or responsibilities listed above conflicts with the written terms of this Agreement.

## ARTICLE III: GENERAL PROVISIONS

### Section 1. Right To Join Or Not To Join.

The District agrees that teachers shall have the right to organize, join, and assist the Association or any other employee organization, to participate in professional negotiating with the District through representatives of their own choosing, and to engage in other lawful activities, or to refrain from any or all of the foregoing.

### Section 2. No Discrimination.

Both parties agree that they shall not discriminate against an employee for reason of race, creed, color, marital status, sex, age, or national origin insofar as such discrimination is contrary to any applicable State or Federal legislation.

### Section 3. No Coercion.

Neither the District nor the Association will in any way discriminate against, coerce or intimidate members of the Association, the Board or the District's staff in the exercise of such rights as citizens as are appropriate in their respective roles as teachers, Board members or District staff, in the course of or by reason of negotiations between the parties, or, in the application of agreements reached, or, because of membership or non-membership in the Association.

### Section 4. No Partisan Activity.

Neither the District nor the Association will engage in, support, encourage or condone any activity whatsoever which would calculatedly or knowingly engender or tend to engender partisan action or reaction within the student body.

### Section 5. Rules and Regulations.

Any rules and regulations governing teacher conduct that may be established from time to time shall be reasonable.

### Section 6. Teacher Discipline.

Enforcement of teacher discipline shall be for just cause. It is specifically agreed that this section shall not apply to a decision by the Board to terminate a teacher or to not renew the contract of a teacher; such a decision shall not be subject to the grievance and arbitration provisions of this Agreement.

### Section 7. Personnel Files.

The teacher upon reasonable request may review his/her personnel file excluding credentials and letters of recommendation.

## ARTICLE IV: GRIEVANCE AND ARBITRATION PROCEDURE

### Section 1. Definition of Grievance.

For the purposes of this Agreement, the term grievance shall mean a dispute or difference of opinion regarding wages, hours, terms and conditions of employment raised by one or more teachers or the Association against the District involving the meaning, interpretation, or application of the express provisions of this Agreement.

### Section 2. Grievance Procedure.

Grievances shall be handled in the following manner:

If the alleged grievance is not submitted at Step 1 within twenty (20) school days after grievant had knowledge of the act or condition which is the basis of the alleged grievance, it shall not be considered actionable. Timelines identified in Steps 1 through 3 may be extended upon mutual written agreement by both parties.

#### STEP 1: Informal Discussion - Building Level.

Any teacher who has an alleged grievance as defined in this Article may discuss such grievance with the immediate building principal. Informal discussion at Step 1 may not be limited to the building principal. The principal may refer the alleged grievance to other administrative levels for Step 1 discussion.

#### STEP 2: Written Grievance - Building Level.

If the teacher is not satisfied with the decision rendered at Step 1, he/she may appeal the grievance in writing to the immediate building principal (or appropriate administrator as identified in Step 1). Failure to file such appeal within twenty (20) school days from the date of the discussion with the building principal or appropriate administrator at Step 1 shall be deemed a waiver of the right of appeal. The written grievance shall contain a concise statement of the facts upon which the alleged grievance is based and a reference to the specific provision of the agreement allegedly violated, misinterpreted or misapplied. The teacher may request a meeting with the building principal or appropriate administrator. If a teacher requests such a meeting, he/she may also request that the Association grievance representative from that building attend such meeting. Both the meeting, if requested, and the building principal's or appropriate administrator's written answer shall be given within ten (10) school days after receipt of the appeal. Both the teacher and the Association shall

receive copies of said answer.

### STEP 3: Written Appeal - Superintendent Level.

If the teacher is not satisfied with the decision as rendered in Step 2, he/she may submit a written appeal to the superintendent of schools or his designated representative. Failure to file such appeal within ten (10) school days from receipt of the administrator's written answer at Step 2 shall be deemed a waiver of the right to appeal. A hearing, if requested, shall be conducted by the superintendent and action shall be taken on the appeal of the alleged grievance within ten (10) school days after receipt of the appeal. The teacher shall have the right to representation at such hearing by a representative of the Association, but the teacher shall also be present. In addition to the superintendent or his designated representative, the District may be represented by not more than three (3) persons. The action taken and the reasons for the action shall be reduced to writing and copies sent to the teacher, the principal and the Association.

A grievance may, by mutual agreement between the grievant and the superintendent, be presented initially at Step 3.

### Section 3. Arbitration.

If the grievance is not settled in accordance with the foregoing procedure, the Association may refer the grievance within ten (10) school days after final disposition by the superintendent to arbitration by notice in writing delivered to the superintendent. With such appeal, the Association shall include the names of five (5) suggested arbitrators. The District will either accept one of the arbitrators suggested by the Association or, within five (5) school days, will send a list of five (5) suggested arbitrators to the Association. If by the end of five (5) school days after the submission of the District's list, the Association has not accepted one of these as the arbitrator, then promptly the parties shall jointly request the American Arbitration Association to submit to them a list of five (5) arbitrators' names and qualifications. Either party may reject one list in its entirety and request that another list be submitted. From such list, the Association shall strike one (1) name and the District shall then strike one (1) name, and alternately thereafter until one name remains. The person whose name remains shall be the arbitrator. The arbitrator selected (whether agreed upon or selected from the AAA panel) shall be jointly notified of his selection and requested to contact the parties with respect to setting up a time for a hearing.

#### Section 4. Authority of Arbitrator.

The arbitrator's decision shall be binding upon the parties. The arbitrator shall not, however, have the power to add to or subtract from, alter or modify in any manner any of the terms of this agreement. Any grievance appealed to arbitration and on which the arbitrator determines he has no jurisdiction or power to rule, shall be referred back to the parties without decision or recommendation and the superintendent's disposition as determined under Step 3 of the grievance procedure shall then be final.

#### Section 5. Expenses of Arbitration.

Each of the parties to the arbitration proceeding shall bear the expense of its own representative and witnesses and the fees and expense of the impartial arbitrator shall be divided equally between the parties.

#### Section 6. Representation.

"Representation by the Association" for purposes of the foregoing grievance procedure shall be limited, generally, to representation by one (1) Association member-representative and shall, in no case, exceed representation by three (3) persons.

Grievances shall, in all instances, be handled promptly and expeditiously, as previously set forth, but shall be handled and hearings scheduled so as to avoid interference with the assigned teaching schedules and duties of any of the participants.

## ARTICLE V: NON-INTERRUPTION OF WORK

Neither the Association nor any of its officers or any of the teachers covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, concerted stoppage of work, or any other intentional disruption whatsoever of the operation of the District regardless of the reason for so doing during the term of this Agreement. The District agrees it will not bring any action for damages against the Association for any strike, concerted stoppage of work, or any other intentional disruption whatsoever of the operation of the District which the Association does not instigate, promote, sponsor, engage in, or condone.

# ARTICLE VI: LEAVES

## Section 1. Sick Leave.

- (a) **Accrual and Use.** Any teacher will be allowed up to 13 days of sick leave at full pay for any given school year. Sick leave shall be interpreted to mean personal illness or quarantine at home, or serious illness or death in the immediate family or household. The immediate family or household shall be interpreted to include the parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, grandparents-in-law, brothers-in-law, sisters-in-law and legal guardians. Said 13 days leave at full pay, or any portion thereof, may, if unused, be accumulated from year to year.
  
- (b) **Additional Provisions for Special Needs.** For professional personnel who have demonstrated a willingness to make judicious use of the above sick leave provisions, the following additional benefits may be made available to meet special needs. Special needs would include absence due to prolonged illness or absence due to injury. Such special needs would apply only to absences for the person in the school system and not to absences due to illness, injury, etc., of members of the family.

Special needs would not include intermittent absences for miscellaneous causes. Application for the additional benefits must be made in writing to the superintendent of schools. He, in turn, will make a recommendation to the Board of Education and that body will have the power to grant the additional benefits. The following schedule would apply to provisions for special needs:

Length of Service in this System	Additional Time
3 consecutive years	10 days at full pay
6 consecutive years	15 days at full pay
9 consecutive years	20 days at full pay
12 consecutive years	25 days at full pay

15 consecutive years	30 days at full pay
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(c) Notification of Accumulated Sick Leave and Personal Leave. Teachers shall be advised in writing of the number of accumulated sick leave days and accumulated personal business leave days, if any, on each paycheck based on the sick leave and personal business leave usage records reasonably available in the payroll department when the paychecks are prepared.

### Section 2. Personal Leave.

Any teacher may be absent two (2) days each year at full pay to handle personal business; provided, however, that unused personal leave days shall be allowed to accrue to a total of three (3) personal leave days to be used in any given year. Any remaining unused personal leave days shall be added to accumulated sick leave; personal days may be used as sick leave days during the period of employment. The teacher shall request such leave on the Request for Leave form provided by the District, to be processed by the building principal, at least five (5) days prior to the absence whenever possible. Upon retirement, any unused personal leave days will be added to accumulated sick leave. No reason need be given for requesting personal leave, except as provided in the final paragraph. Personal business leave days shall not be used for any time off for which the employee receives remuneration from another source. A teacher who has exhausted his/her sick leave days may use his/her personal leave day(s) if otherwise unused as a sick leave day(s) in accordance with Section 1 of this Article. It is agreed that improper use of the day will result in the loss of the salary for that day.

Unless extraordinary reasons are presented, no teacher shall be granted a personal leave day on the last school day before and the first school day after any holiday or holiday period when school is not scheduled pursuant to the calendar adopted by the Board, during the first week of school, or during the last week of school except for special situations, e.g., wedding, funeral, graduation, at the sole discretion of the Superintendent or his/her designee.

### Section 3. Parental Leave.

At the discretion of the Board a teacher may be granted a parental leave of absence without pay. Prior to requesting the leave, the teacher must meet with the building principal as soon as reasonably possible, but no later than ninety (90) calendar days prior to the commencement of the requested leave to discuss the dates for the leave.

Such a leave request is limited to parents of children under the age of one (1) year. The time period for a parental leave shall be up to twelve (12) weeks according to the Family and Medical Leave Act, one semester or one full school year, whichever is applicable. All parental leaves run concurrently with the FMLA. When both spouses are employed by the District, each spouse will receive his/her own twelve (12) weeks of parental leave. The maximum time period for a parental leave shall be three semesters if the leave commences with the Spring semester. A parental leave should, if at all possible, begin at the commencement of a semester and the teacher shall return from such leave at the commencement of a semester. Notice of desire to return to work must be given by March 1<sup>st</sup> prior to the termination of the leave. Failure to supply the written notice of desire to return from leave within the specified time limits shall be treated as a violation of the provisions of this Agreement, and the teacher shall be considered as having waived all rights to continued employment and reinstatement. Upon request, the Board, at its discretion, may grant an exception to the above. Such a request shall include a statement of the compelling reason(s) for requesting an exception. Such a request shall be submitted in writing to the Superintendent who will forward it, along with the Superintendent's recommendation, to the Board for action.

No teacher on an unpaid leave of absence shall be eligible for the use of sick leave days.

A teacher returning from parental leave shall be placed in his/her former position or in a position the District determines he/she is qualified and suited to teach, if such a position exists.

Any teacher granted a parental leave who has worked 85 days shall be considered to have completed the academic year for purposes of advancement on the salary schedule. While a parental leave shall not constitute a break in service, such leave shall not count toward the completion of a teacher's probationary period.

A teacher who has been granted a parental leave will notify the District immediately, if, due to circumstances beyond the teacher's control, he/she does not desire the leave or desire to continue the leave. In such cases, at the discretion of the District, the teacher may be placed in a position he/she is qualified to teach, if such a position exists.

Under special circumstances a teacher may request a leave for the care of a child over the age of one year. The Board shall have the discretion to grant such a leave without pay and shall have the sole authority to determine the time and conditions of the leave, which may differ from the above provisions. The Board may require verification for this leave. Any teacher granted such a leave shall be expected to fully abide by the terms of

the leave.

#### Section 4. Military Leave.

- (a) Teachers on Contractual Continued Service. Any teacher who has achieved contractual continued service with the District and who is inducted into any branch of the armed forces of the United States of America shall be granted a military leave of absence without pay for the duration of said induction. Upon return to the District the teacher's sick leave, accumulated prior to military service, shall be reinstated and the individual shall be advanced one step on the salary schedule for each year of induction up to a maximum of two years. Notice of desire to return to work must be given by March 1<sup>st</sup> prior to the termination of the leave. Failure to supply the written notice of desire to return from leave within the specified time limits shall be treated as a violation of the provisions of this Agreement, and the teacher shall be considered as having waived all rights to continued employment and reinstatement.
- (b) Belvidere CUSD#100 as well as the Belvidere Education Association agree to adhere to the federal law entitled Uniformed Service Employment and Reemployment Rights Act (USERRA) as well as the Illinois Human Rights Acts, specifically those governing Public Employee Armed Services Right Acts, whenever necessary in cases when an employee must be absent from work to fulfill a military obligation.
- (c) The Military Leave of Absence Act, 5 ILCS 325/1 provides in relevant part: "Section 1. Any full-time employee of the State of Illinois, a unit of local government, or a school district, other than an independent contractor, who is a member of any reserve component of the United States Armed Forces or of any reserve component of the Illinois State Militia, shall be granted leave from his or her public employment for any period actively spent in military service, including:
  - (i) Basic training;
  - (ii) Special or advanced training, whether or not within the State, and whether or not voluntary; and
  - (iii) Annual training.

During these leaves, the employee's seniority and other benefits shall continue to accrue.

During leaves for annual training, the employee shall continue to receive his or her regular compensation as a public employee. During leaves for basic training and up to 60 days of special or advanced training, if the employee's compensation for military services is less than his or her compensation as a

public employee, he or she shall receive his or her regular compensation as a public employee minus the amount of his or her base pay for military activities.”

#### Section 5. Public Service Leave.

Any teacher who has achieved contractual continued service with the District and who is elected to the General Assembly of the State of Illinois shall be granted a leave of absence if he so requests. Such leave shall be without pay. A written request for such leave shall be submitted to the superintendent for the District as soon as possible after said teacher’s election to office. Notice of desire to return to work must be given by March 1<sup>st</sup> prior to the termination of the leave. Failure to supply the written notice of desire to return from leave within the specified time limits shall be treated as a violation of the provisions of this Agreement, and the teacher shall be considered as having waived all rights to continued employment and reinstatement. Upon the teacher’s return to the District sick leave accumulated prior to said leave shall be reinstated.

#### Section 6. Leave of Absence for Educational Purposes.

Any teacher who has achieved contractual continued service with the District may apply for and may be granted a leave of absence without pay, not to exceed two (2) full school years, for the purpose of completing educational/research requirements at a recognized university toward a planned program leading to a B.A., M.A., M.A.+ 48, or Ph.D., or for the purpose of accepting a full time teaching position in another country. Said request shall be made in writing to the Superintendent no later than March 1<sup>st</sup> unless the Superintendent, at his sole discretion, agrees to accept a request submitted after March 1<sup>st</sup> due to extenuating circumstances. Upon return to the District, sick leave accumulated prior to the leave shall be reinstated and the individual will be advanced one step on the salary schedule if otherwise eligible. If a teacher is on such leave for two years there will be no advancement on the salary schedule for the second year of the leave.

Notice of desire to return to work must be given by March 1<sup>st</sup> prior to the termination of the leave. Failure to supply the written notice of desire to return from leave within the specified time limits shall be treated as a violation of the provisions of this Agreement, and the teacher shall be considered as having waived all rights to continued employment and reinstatement

#### Section 7. Exchange Teaching Leave.

Upon the recommendation of the Superintendent, a leave of absence may be granted by the Board to a tenured teacher for a period not to exceed one year to permit such

teacher to teach in a foreign state under the provisions of the Exchange Teaching Program established under Public Law 584, 79th Congress, and Public Law 402, 80th Congress, as amended. Such leave, if approved by the Board, may be with pay unless the applicable provisions governing such exchange teaching program dictate otherwise.

Upon return to the District, the teacher shall be advanced, if otherwise eligible, on the salary schedule as though employed by the District during the period of the leave. A teacher returning from exchange teaching leave shall be placed in his/her former position or in a position the District determines he/she is qualified and suited to teach, if such a position exists. Sick leave, insurance and other benefits provided for in this Agreement which were accrued prior to the leave shall be reinstated upon return from such leave. Notice of desire to return to work must be given by March 1<sup>st</sup> prior to the termination of the leave. Failure to supply the written notice of desire to return from leave within the specified time limits shall be treated as a violation of the provisions of this Agreement, and the teacher shall be considered as having waived all rights to continued employment and reinstatement.

#### Section 8. Sabbatical Leave.

The Board may grant a sabbatical leave in accordance with the provisions of Section 246.1 of the Illinois School Code. If the Board in its discretion decides to fund sabbatical leave and more than one qualified teacher applies for such leave than the Board has decided to fund, preference shall be given based on order of application for the leave.

Upon return to the District, the teacher shall be advanced, if otherwise eligible, on the salary schedule as though employed by the District during the period of the leave. A teacher returning from sabbatical leave shall be placed in his/her former position or in a position the District determines he/she is qualified and suited to teach, if such a position exists. Sick leave, insurance and other benefits provided for in this Agreement which were accrued prior to the leave shall be reinstated upon return from such leave. Notice of desire to return to work must be given by March 1<sup>st</sup> prior to the termination of the leave. Failure to supply the written notice of desire to return from leave within the specified time limits shall be treated as a violation of the provisions of this Agreement, and the teacher shall be considered as having waived all rights to continued employment and reinstatement.

#### Section 9. Leave of Absence to Assume IEA/NEA Office.

A leave of absence, without pay, shall be granted by the Board to a tenured teacher who has been elected to state office in the IEA (i.e., President, Vice-President) or national

office in the NEA (i.e., President, Vice-President, or Secretary-Treasurer). Such leave shall be for a period of at least one full school year, but said leave may be extended for additional full school years by giving written notice to the Board no later than one week following election to such office. Such leave will not constitute a break in service and the teacher will receive credit for purposes of advancement on the salary schedule for the period of the leave. Not more than one tenured teacher shall be on such leave at any one time unless the parties mutually agree otherwise in writing. Notice of desire to return to work must be given by March 1<sup>st</sup> prior to the termination of the leave. Failure to supply the written notice of desire to return from leave within the specified time limits shall be treated as a violation of the provisions of this Agreement, and the teacher shall be considered as having waived all rights to continued employment and reinstatement.

A teacher returning from such leave shall be placed in his/her former position or in a position the District determines he/she is qualified and suited to teach, if such a position exists. Sick leave, insurance and other benefits provided for in this Agreement which were accrued prior to the leave shall be reinstated upon return from such leave.

#### Section 10. Excused Leave Without Pay.

A teacher may be excused without pay at the sole discretion of his building principal. A written application setting forth the reasons for such leave without pay shall be submitted at least five (5) school days prior to the date of the requested leave if possible.

#### Section 11. Jury or Court Leave.

Teachers, when they otherwise would have been scheduled to teach, who are summoned to serve on a court jury, appear in response to a subpoena as a witness in a court trial, administrative hearing or deposition, or appear in response to a summons or other process naming them as a party for actions arising out of their employment activities shall continue to receive the regular salary they would have earned but for such service; provided that this provision shall not be applicable to traffic violations, proceedings in which they are a party which do not arise out of their employment activities, or proceedings in which they are subpoenaed at the request of the Association. Teachers shall remit to the District any fees which they receive for such service.

#### Section 12. Professional Leave.

All teachers, regardless of teaching level, may apply for, and be considered for, a professional leave to attend conventions, workshops, conferences, or to observe

colleagues. Individual teachers may make an application, which shall be in writing, on the Request for Leave form provided by the District, for a professional leave to attend conventions, workshops, conferences, or to observe colleagues. Such application to include a full statement of the educational benefits to be derived by the District and the teacher. Such application shall be submitted to the building principal who shall determine whether or not to grant such application. The building principal shall respond to such an application in writing. If the application is denied by the building principal, the teacher may appeal the denial to the Assistant Superintendent for Instruction in writing within five (5) school days of the denial. The Assistant Superintendent's written response shall be final.

#### Section 13. Leave To Attend Conventions or Conferences.

The Association shall be allowed up to thirty (30) days non-accumulative leave in aggregate in any one school year without loss of pay where such leave is necessary for elected delegates or duly designated representatives to attend official IEA conventions or conferences, or for use by the Association President for the specific purpose of transacting Association business. The Association shall reimburse the Board for the full cost of substitutes employed to replace the absent teachers for any aggregate number of days in excess of three (3) school days up to and including the thirtieth (30<sup>th</sup>) day if used. A Request for Leave form shall be submitted to the Superintendent at least ten (10) days prior to the requested day or days of leave, provided that the Superintendent may waive this requirement if the day is to be used by the Association President and the Association President is unable to give ten (10) days notification. The Association representative who submits such notification shall make appropriate arrangements concerning the types and kinds of activities that will assist the substitute teacher and be educationally beneficial to the students during his/her absence.

#### Section 14. Religious Leave.

Any teacher who provides the Board with adequate advance notice of at least five (5) school days may have up to two (2) full days per school year off with full pay if he or she requires the time off to observe one or more bona fide recognized religious holidays if such holiday(s) fall on a day or days when the teacher would otherwise be required to work; provided, however, that the teacher shall reimburse the Board for the salary or wages of any substitute teacher employed by the Board to replace the teacher while he or she is on such religious holiday leave. Nothing in this paragraph shall prohibit a teacher from using personal leave for observance of a religious holiday.

#### Section 15. Effect of Leave of Absence on Seniority.

Seniority shall continue to accumulate during any paid leave of absence and during any unpaid leave of absence where the teacher receives credit for purposes of advancement on the salary schedule for the period of the leave.

Regardless of whether a leave of absence authorized pursuant to this Article is paid or unpaid, it will not constitute a break in service as long as the teacher returns to work at the expiration of the leave of absence.

#### Section 16. Insurance Coverage While on an Unpaid Leave.

Except as otherwise required by the Family and Medical Leave Act of 1993, employees who are on an unpaid leave of absence shall have the right to maintain insurance coverage by paying each full applicable monthly premium in advance as provided under the Consolidation Omnibus Budget Reconciliation Act (COBRA).

## ARTICLE VII: TEACHER RESPONSIBILITY AND AUTHORITY

### Section 1. Preparation of Daily Lesson Plans.

Each teacher shall prepare, on forms provided and/or approved by the District, and shall have readily available for administrative personnel, adequately detailed lesson plans.

### Section 2. Reporting Teacher Absence Due to Sickness.

Teachers shall give or shall cause reasonable notice to be given the building principal or his designated representative by telephone or otherwise, of (1) intended absence from duty because of sickness (such notice, whenever possible, is to be given the evening preceding the absence, or between the hours of 6:00 a.m. and 6:30 a.m. of the day of the absence), and (2) intent not to return to duty (notice to be given whenever possible no later than 2:45 p.m. for each day of absence.) Teacher shall also enter their absence into SubFinder.

### Section 3. Student Control and Discipline.

The District will provide support, assistance, guidance and ultimate recourse for teachers in the maintenance of control and discipline.

Teachers are delegated authority, with direction, and shall be directly responsible and accountable for student behavior within any and all District facilities and whenever or wherever on school or school-related activities. A teacher may refer a student to the building principal or his representative when, in the opinion of the teacher, the grossness of an offense, the persistence of the behavior, or the disruptive effect of a violation makes continued presence of the student in the classroom intolerable. When a student is returned to the classroom, the teacher shall be advised and/or counseled as to the circumstances. Where practical and where the circumstances reasonably permit, this will occur prior to the student's re-admittance.

### Section 4. Complaints Against Staff.

Any complaint deemed by the building principal or designated supervisor to justify investigation and/or subsequent action of any nature shall be brought to the attention of the employee involved. Should such an investigation occur, the building principal or designated supervisor will conduct the investigation according to the guidelines established in the administrative procedures for complaints against staff.

If a written complaint submitted by a parent or student is placed in the teacher's personnel file maintained by the District, the teacher may add his written comments to

the complaint.

The BEA and the Administration will develop the administrative procedures for complaints against staff jointly. Such procedures shall be reviewed annually.

## ARTICLE VIII: INSTRUCTIONAL EQUIPMENT, MATERIALS, SUPPLIES AND FACILITIES

The District will provide functional instructional equipment, materials, supplies and facilities. Teachers will, whenever and to whatever degree practicable, through departmental channels and other District structured participative means, be involved and/or consulted as to the nature and type of such instructional equipment, materials, supplies and facilities to be provided. Teachers shall be responsible and accountable for instructional equipment, materials, supplies and facilities provided. Teachers shall not use District facilities, equipment, supplies or their institutional privileges for private ends or gain.

When new programs, initiatives, and/or standards are added or changed, the District will work cooperatively with the Association to provide adequate professional development for all affected staff.

When a teacher is reassigned to a unique district initiated program that requires specialized training or knowledge, professional development that is appropriate to the assignment shall be made available to the teacher.

Optional paid training may be made available pursuant to ARTICLE XV, Section 1. In addition, optional unpaid training may be made available.

## ARTICLE IX: CALENDAR

The District will prepare a tentative annual or bi-annual school calendar which shall be posted on the teachers' bulletin board in each building on or before December 1<sup>st</sup>. All teachers covered by this Agreement may submit their suggestions or comments to the Association concerning the tentative calendar not later than December 15<sup>th</sup>. On or before December 15<sup>th</sup> the Association shall have the right to request a meeting with the superintendent to discuss any suggestions or comments it may have concerning the tentative calendar. If such a meeting is requested, it shall be held within two (2) weeks at a mutually agreeable time and place. No more than three (3) representatives for either the Association or the District shall be present at such meeting.

Before any supplemental modifications in the school calendar are made, the Association shall have the opportunity to meet with the superintendent. If such a meeting is requested within three (3) school days following receipt of any proposed supplementary modifications, it shall be held within three (3) school days at a mutually agreeable time and place. No more than three (3) representatives for either the Association or the District shall be present at such meeting. This Article shall not cover use of emergency days or any supplemental modifications that are necessitated by an interruption of work by teachers covered by this Agreement.

A copy of the calendar to be submitted to the Board for its action shall be provided to the Association, if possible, prior to the date on which the agenda is prepared for the meeting at which the Board is scheduled to act on the calendar. The District will endeavor, whenever possible, formally to adopt and to inform the teachers and the Association of the official calendar on or before April 22<sup>nd</sup>.

If the five emergency days or any portion thereof are not used for emergencies, they shall not become teacher workdays. This provision shall not be applicable in the event of a strike or work stoppage by any of the teachers covered by this Agreement.

## ARTICLE X: PAYROLL DEDUCTIONS

Section 1. Dues Deduction. During the term of the Agreement, the District will, upon receipt of written authorization from the individual teacher, provide payroll deductions for annual membership dues to the Belvidere Education Association, and/or the Illinois Education Association, and/or the National Education Association. Signed authorization cards are to be delivered annually to the District on or before October 15. Eighteen equal deductions equal to the pro rata share of the annual membership dues shall be made from October through June provided the individual teacher is still employed by the District. Such authorization shall continue in effect from year to year unless revoked in writing.

Section 2. Other Deductions.

The District will, further, provide payroll deductions in accordance with a schedule provided by the District for the following:

- (a) Health Care Plan Premiums, FLEX Health Accounts and Hospitalization from District's Health Care Provider;
- (b) United Way Fund contributions;
- (c) Financial Institutions approved by the District;
- (d) Tax Sheltered Annuities approved by the District;

Section 3. Indemnification.

The Association will protect the District from any and all claims, demands, suits and other forms of liability by reason of action taken or not taken by the District for the purpose of complying with Section 1 of this Article.

Section 4. Fair Share.

During the term of this Agreement, teachers who are not members of the Association shall, commencing sixty (60) days after their employment or sixty (60) days after the effective date of this Agreement, whichever is later, pay a fair share fee to the Association for collective bargaining and contract administration services rendered by the Association as the exclusive representative of the teachers covered by said Agreement, provided fair share fee shall not exceed the dues attributable to being a member of the Belvidere Education Association (including the Illinois Education Association and the National Education Association). Such fair share fees shall be deducted by the Board from the earnings of non-members and remitted to the

Association. The Association shall annually submit to the Board a list of the teachers covered by this Agreement who are not members of the Association and an affidavit which specifies the amount of the fair share fee. The amount of the fair share fee shall not include any contributions related to the election or support of any candidate for political office or for member-only benefit. The foregoing provision shall not apply to any teacher employed during the 1985-86 school year and who is not a member of the Association on the effective date of this Agreement; provided, however, that it shall apply to teachers who are members on the effective date of this Agreement and who thereafter become non-members.

Non-members who object to this fair share fee based upon bona fide religious tenets or teachings shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the teacher and the Association. If the affected non-member and the Association are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois Educational Labor Relations Board and the payment shall be made to said organization.

The Association shall indemnify and hold harmless the Board, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the Board for the purpose of complying with the above provisions of this Article, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any of such provisions. The Board shall promptly notify the Association if there is any lawsuit or other legal challenge to the provisions of this Article and the Association, upon such notice being given, shall have the right to designate legal counsel to defend such action; provided, however, the Board shall have the right to designate its own legal counsel in any such legal proceedings, subject to the approval of the Association, which approval shall not be unreasonably withheld, if such designation becomes necessary to protect its own interests, with the understanding that these indemnification provisions shall cover the cost of such representation.

# ARTICLE XI: REDUCTION IN PERSONNEL

## Section 1. Reduction in Force.

If the Administration is considering making a recommendation to the Board of Education to reduce the total number of Full-Time Equivalent Employees (FTE) in the bargaining unit, the Administration shall notify the President of the Association no later than thirty (30) calendar days before making the final recommendation to the Board. The Administration shall seek input from the President of the Association before making the final recommendation to the Board.

If there is a tie in seniority between two or more such teachers (i.e., two or more teachers have the same length of continuous service within a group), prior teaching experience shall control as the tie-breaker, and if prior teaching experience is equal, the educational position of the respective teachers on the salary schedule at the time of their removal shall control as the tie-breaker.

The determination of the qualifications of teachers for the assignment or assignments remaining shall not be done in an arbitrary or capricious manner.

## Section 2. Notice of Honorable Dismissal.

The Board shall provide a written statement of honorable dismissal for those teachers in Groups 3 or 4 under SB7.

## Section 3. Recall Rights.

If the Board increases the number of teachers employed by the District or decides to fill a full-time vacancy that subsequently occurs, the Board shall first offer re-employment to teachers from Groups 3 or 4 for those who are qualified to hold such positions. This recall right shall last for a period of fifteen (15) months.

A teacher's failure to respond affirmatively within seven (7) calendar days after the mailing by Board's letter sent by certified mail to the teacher's address on file with the Board recalling such teacher shall result in termination of the teacher's rights of recall hereunder.

## Section 4. Effects of Layoff.

In addition to the other applicable provisions of this Article, the following provisions shall be applicable to teachers who are laid off:

1. Upon being recalled pursuant to the provision of this Article, the accumulated

and unused sick leave days that the teacher had at the time of his/her layoff shall be restored. No credit shall be granted for purposes of advancement on the salary schedule for the period of the layoff.

2. During the period of time that the teacher has recall rights, the teacher shall have the right to maintain insurance coverage by paying in advance the full applicable monthly premium for employee coverage and, if desired, for dependent coverage.
3. While the seniority of a teacher who is laid off shall not be terminated if the teacher is recalled within fifteen (15) months from the beginning of the school term following the teacher's layoff, seniority credit shall not accrue during the period of the layoff.

## ARTICLE XII: TEACHER ASSIGNMENT

### Section 1. Generally.

It is agreed that the convenience and any expressed preference of an individual teacher will be given consideration in making assignment, insofar as such consideration does not conflict with the instructional requirements and best interests of the District. Where two or more teachers are considered by the District to be equally qualified for and suited to a given vacancy, in the light of the District's need, expressed teacher preference will be honored according to the teacher's relative seniority within the District. If a teacher believes that the District has acted arbitrarily or capriciously in determining that he/she is not equally qualified for and suited to a given vacancy, the teacher may file a grievance alleging same pursuant to the provisions of Article IV of this Agreement.

The District will provide forms for the expression of teacher preference in assignment. These forms must be filed with the superintendent for the District (through the building principal) on or before the Wednesday following the April board meeting. The teacher shall be notified in writing by May 20th of tentative building, grade and/or subject assignment for the coming year. The teacher shall then notify the District, in writing, on or before June 1<sup>st</sup> of his/her acceptance or other intent.

The District shall advise the Association as soon as practicable of any written resignations received by the District between the last meeting of the Board in May and the opening of the school year from fulltime teachers covered by this Agreement. Nothing in this paragraph shall be construed to require the District to fill any such position or to prevent the District from filling such position.

Teachers who must be reassigned after tentative assignment will be advised of such reassignment as soon as possible. Any teacher reassigned after July 1<sup>st</sup> in a given contract year, if the new assignment is deemed for personal reasons unacceptable by the teacher, and if the teacher so requests, will, without prejudice, be released from further contractual obligation to the District. If a teacher accepts an involuntary transfer after July 1<sup>st</sup>, said teacher shall be given priority consideration, upon timely written request, if there is a vacancy at the commencement of the succeeding school year for which the teacher is qualified and is for the teaching level or field previously taught by the teacher while employed by the District.

Any teacher who is involuntarily transferred within two weeks of the beginning of the school year is eligible for a reimbursement of necessary school supplies and materials not to exceed \$200.00.

Except in case of reassignment unacceptable to the teacher (above), the Association acknowledges the teacher's individual obligation not to request release from his contract after that date which is sixty (60) days prior to the opening of the regular school year, except in case of incapacitating illness or comparable emergency.

## Section 2. Posting of Vacancies.

Notification of vacancies covered by this Agreement that the Board intends to fill (including extracurricular assignments for which stipends are set forth in this Agreement) shall be posted electronically and a copy of the notice shall be sent to all staff/the Association via email and posted in all buildings. Such notices shall include the title and the location. If the position is going to be filled, all qualified bargaining unit employees who apply for such posted vacancies by the date specified in the posting shall be interviewed. Any vacancies not filled by qualified bargaining unit employees by August 15<sup>th</sup> shall be filled on a "full/part-time temporary" basis for one year with outside candidates. These positions will be posted again in the spring for qualified district employees to apply. Nothing herein shall be construed to require the Board to fill any such position.

# ARTICLE XIII: TEACHER EVALUATION AND MENTORING

## Section 1. Evaluation.

The evaluation of teachers and certified staff shall be under the direction of the building principal and/or district-level administrator. Within the first month after the beginning of each school term the building principal or his/her designated representative shall acquaint each newly employed teacher under his/her supervision with District evaluation procedures, standards and instruments.

The District's evaluation instrument shall be for the purpose of setting forth the major criteria that should be considered in preparing written evaluations. Written evaluations shall be a part of the teacher's official personnel file maintained by the District. The District evaluation committee shall meet annually to review and revise as necessary, the evaluation process and tools.

Evaluative monitoring or observation (i.e. informal and formal) of the classroom work performance of a teacher that results in a written evaluation shall be conducted openly and with full knowledge of the teacher. Specific formal observation times will be mutually agreed upon by the evaluator and the teacher. No evaluative monitoring or observation that results in a written evaluation shall be done during the first ten school days, the last ten school days, the day following or preceding a school holiday, or the day following the teacher's absence; however, at the teacher's request, an observation may occur during the days previously referenced as "non-evaluative observation days". Pre and post conferences may occur during the "non-evaluative observation days".

The evaluator shall conduct a post-observation conference with the teacher within five (5) school days after the observation and shall provide a copy of the written evaluation to the teacher no more than five (5) school days after the post-conference. Both parties shall sign the written evaluation. A teacher may add his/her written comments to the evaluation report that is placed in his/her personnel file within five (5) school days after receipt of the written evaluation.

Guidelines for the evaluation of both tenured and probationary teachers will be identified in the District Teacher Evaluation Plan. Before a probationary teacher in his/her fourth year is advised that his/her contract will not be renewed, he/she shall have had a minimum of three (3) written evaluations based on classroom observations.

A tenured teacher with previous evaluations in either group 3 or group 4, who receives an evaluation that would place that teacher in group 2 for the most current evaluation cycle, shall: a) temporarily be allowed to remain in group 3, b) shall be placed on a

professional development plan and c) shall lose all seniority earned with the district, placing the individual at the bottom of all group 3 individuals reflective of their date/time of hire. If the tenured teacher successfully completes the professional development plan, within the timelines set forth in said plan, the teacher shall: a) be allowed to remain in group 3 for the remainder of the evaluation cycle and b) have their seniority restored. If the tenured teacher does not successfully complete the aforementioned professional development plan, within the timelines set forth in said plan, the teacher will be moved to group 2 and shall be placed on a teacher remediation plan for the balance of the evaluation cycle.

If a teacher is placed on remediation, the District may freeze the teacher's salary until he/she is no longer on a remediation plan.

## Section 2. Mentoring.

Guidelines for the mentoring of new teachers will be identified in the District Induction and Mentoring Plan. Instructional coaches will work with all "novice" teachers new to the District during their first year of employment and additional teachers beyond the first year of teaching as deemed appropriate by the administration. Instructional coaches will have no more than 30 teachers on their assistance roster at any one time. The instructional coaches salary will be reflective of where they would fall experience/educationally on the Teacher's Salary Schedule.

The instructional coach shall have no more than ten (10) first year teachers on his/her assistance roster at any one time. The instructional coach and the administration shall monitor the workload of the coaches. It is understood that necessary adjustments may include the reduction of the work load or the assignment of the instructional coach to assist in another building.

Sufficient travel time will be allotted to the instructional coaches who are assigned to clients in more than one (1) building in any one day. Instructional coaches will be given between 45-50 minutes to change buildings, pack and unpack materials in preparation for teaching at a new site. Employees required to travel between assignments during the work day will be reimbursed at the current standard IRS mileage reimbursement rate.

## ARTICLE XIV: EXTRA-CURRICULAR ASSIGNMENTS

### Section 1. Extra-Curricular Assignments.

As long as sufficient individuals who are determined to be qualified are willing to volunteer, extra-curricular assignments will be on a voluntary basis. Once a teacher volunteers or is assigned an extra-curricular assignment, he/she will complete said assignment, except for extenuating circumstances.

### Section 2. Notice of Non-Retention and Request for Consideration.

A teacher who will not be retained in the same capacity in a paid extra-curricular assignment shall be notified in writing within thirty (30) days after the end of the activity.

A teacher who desires to be considered for any coaching assignment may submit a written request to the Athletic Director. A teacher who desires to be considered for any other extracurricular assignment may submit a written request to the appropriate building principal.

## ARTICLE XV: PAID EXTRA WORK

### Section 1. General.

Paid extra work assignments may be made only with the consent of the employee.

### Section 2. Staff Development.

Compensation for staff development is \$30.00 per hour.

### Section 3. Curriculum Development.

Reimbursement for curriculum development projects will be paid at the rate of \$30.00 per hour.

### Section 4. Internal Substituting.

Reimbursement for internal substituting will be paid at the rate of \$.50 per minute.

### Section 5. Cafeteria Duty.

Pay for cafeteria duty will be \$.50 per minute.

## ARTICLE XVI: DISCHARGE

Any teacher on contractual continued service who is discharged shall have recourse to such Board hearing and judicial review procedures as are provided by the Illinois School Code.

## ARTICLE XVII: TEACHING HOURS AND ASSIGNMENTS

### Section 1. Basic School Year.

The school year work schedule shall consist of all days required for student attendance by the Illinois School Code as well as two teacher institute days at the beginning of the year, three teacher institute days during the school year (two of which count toward student attendance days) and a teacher institute at the end of the year for preparation of report cards. A committee of teachers and administrators shall be appointed by the Superintendent and the President of the BEA who shall determine the agenda for the staff development day as well as the school improvement days during the year.

### Section 2. Basic School Day.

Teachers shall be in attendance and engaged according to assignment and schedule between the hours of 7:00 a.m. and 4:00 p.m. It is understood that the obligation of teachers as professionals may on occasion extend beyond the basic school day.

A building principal/immediate supervisor may approve a certificated employee's request to alter his/her hours on a given workday to arrive later (but not later than the start of the first period) or to leave before the end of the workday (but not before the end of the last period) and to make up the time at another time.

The District may modify the basic school day for some or all teachers in a school to begin no earlier than 7:00 a.m., provided that the basic school day for any such teachers shall not exceed seven (7) hours and forty-five (45) minutes consecutive clock hours including the duty free lunch period. High school teachers with an assigned zero hour may have their contract day start before 7:00 a.m. but shall not exceed seven (7) hours and forty-five (45) minutes consecutive clock hours including the duty free lunch period. The basic school day for new facilities will be no longer than that for comparable grade/age facilities.

### Section 3. PLC Time

The district and the association agree that having a professional learning community is beneficial for staff and students. A professional learning community is a group of people who participate in an ongoing process in which educators work collaboratively in recurring cycles of collective inquiry and action research to achieve better results for the students they serve.

Any teachers who would like guidance for facilitating their professional learning community efforts may ask for assistance. Parties can mutually agree upon what kind

of assistance they would like, who can assist them, and the duration of the assistance.

Teachers must attend one PLC per week as scheduled and directed by the principal. Teachers may convene additional meetings as determined by their PLCs. PLC time occurs during the following designated times:

- (a) High School PLC time occurs before the student attendance day;
- (b) Middle School PLC time occurs during team prep time;
- (c) Elementary School PLC time occurs after the student attendance day.

Elementary and Middle School students will be dismissed one (1) hour early from school nine (9) times during the year to extend the time for Professional Learning Communities (PLC). Elementary teachers will be paid at the internal substitute rate if they miss regularly scheduled planning time on an early release day. High School students will be given a thirty five (35) minute late start time nine (9) times during the year for the same purpose.

Whenever possible, building principals will coordinate interschool collaboration for the purpose of allowing elective and "singleton" teachers to participate in professional learning community efforts with efficiency and efficacy.

#### Section 4. Nurse Workday.

The workday for full-time nurses shall be the same as the workday for full-time teachers assigned to the same building.

#### Section 5. Social Worker/Psychologist Workday.

The workday for full-time social workers and psychologists shall be the same as the workday for full-time teachers assigned to the same building, provided that it shall not be less than seven and three-quarter (7-3/4) hours including the duty free lunch period. It is understood that the obligation of social workers and psychologists as professionals may on occasion extend beyond the basic school day.

#### Section- 6 Duty-Free Lunch Period.

Every teacher shall be allowed a duty-free lunch period in accordance with Section 24-9 of the School Code, which requires that any teacher whose duties require attendance at the school for four or more clock hours in any school day shall be entitled to and be allowed a duty free lunch period equal to the regular local school lunch period but not less than 30 minutes in each school day.

Psychologists, Social Workers, Counselors, Learning Center Teachers and Nurses are

entitled to a sixty (60) minute lunch period as a result of no scheduled planning or preparation time throughout the week.

#### Section 7 Planning and Preparation Time.

High school and middle school teachers (traditional calendar) will have, substantially as heretofore, one scheduled period per day free of assigned responsibilities, including class instruction or study hall/driver's education class supervision, for purpose of planning and preparation, conferences related to the instructional responsibilities and other activities appropriate to the promotion of effective teaching. Elementary school teachers (K-8) will have planning and preparation time during physical education or technology/library/media, art and music classes as well as during a 15 minute period adjacent to her/his duty-free lunch.

#### Section 8 Teacher Work Load.

- (a) High School Work Load. The high school teacher contract day begins forty five (45) minutes prior to the students' attendance day and ends fourteen (14) minutes at the conclusion of the students' attendance day.

A high school zero hour may be implemented starting with the second semester of the 2017-2018 school year.

The student day shall consist of seven (7) periods. Students who take zero hour course may take 8 periods. Each high school teacher shall be assigned five (5) teaching assignments during both the fall and spring semesters, plus one (1) supervisory assignment either first or second semester during the school year. Teachers will have one (1) planning period and supervisory assignment one (1) semester and two (2) planning periods the other semester daily. Every effort will be made by administration to limit supervisory duty to study halls (maximum 24 students) and driver's education course supervision (maximum 30 students). ~~only~~. Teachers will be chosen on a rotating basis so that supervisory duties may not be required from every teacher every year. Exemptions from the supervisory assignment would be teachers teaching an Advanced Placement (AP) course, teachers with more than 5 courses, teachers with two courses in the same period, or teachers agreeing to an overload assignment (first/second semester or full year or part-time teaching assignments).

Regular part-time certified personnel will be provided planning and preparation time on a pro rata basis.

Determination of a zero and sixth assignment and/or supervisory duty will be based on the following procedures.

- i. Assignment for study hall/supervisory duty will be made by the administration with no compensation.
- ii. Volunteers will be sought for a zero (0) or sixth (6<sup>th</sup>) assignment. Teachers shall be selected from a list of qualified volunteers. Those qualified teachers with the highest seniority shall be first offered the assignment.
- iii. If there are not sufficient volunteers for the zero (0) or sixth (6<sup>th</sup>) assignment, such extra assignment shall be distributed equitably for no more than one (1) semester of a school year. The Administration shall assign qualified teachers on the basis of reverse seniority. Such assignments shall be made after consultation with the President of the local association or President's designee. As part of this consultation, the Administration shall provide evidence of seeking volunteers for such assignments.
- iv. Teachers who teach an academic sixth (6<sup>th</sup>) assignment, either fall or spring semesters or both, shall be paid a stipend in accordance with ARTICLE XXVI, Section 13.
- v. Involuntary assignments will not be used as a means of implementing a reduction in force.
- vi. Steps ii, iii, and iv will be repeated preceding each new school year.

High school administration will create an Exceeds Overload Report each semester/year for the Superintendent's or designee's review. This report will consist of data representing the number of overloads by department, including trend data. The intent of the report is to assist the Administration and Board in determining the number of teachers for classes offered.

In order to better serve the needs of the students attending Belvidere Endeavor High School (alternative high school), the standard school teacher contract day, teacher-student contact time, and teaching periods may need to be modified within the parameters of the "basic work day" (as defined in ARTICLE XVII, Section 2). Teacher schedules will be developed to ensure adequate preparation and planning time equal to the number of minutes as provided within the high

school/middles school teacher work loads.

Teachers teaching Dual Credit:

1. Class size will be limited to the numbers set forth in the Collective Bargaining Agreement with the BEA and District 100. (ARTICLE XVIII, TEACHER-PUPIL RATIO).
2. Dual Credit teachers will maintain office hours under the following guidelines (ARTICLE XVII, Section 7.) All teachers shall hold a minimum of 50 minutes of office hours per week at times which maximize student access.
3. Dual Credit teachers shall be evaluated on their non-Dual Credit classes using the District's Evaluation Plan (ARTICLE XIII).
4. The BEA and District will review and analyze the implementation of the Dual Credit Program language at the end of the 2014-2015 school year and agree to seek agreement on appropriate modifications, if any.
5. Dual Credit teachers may attend professional development opportunities through Rock Valley College if appropriate and if approved by his/her administrator.

In the event the Board decides to add a program for enrichment or intervention, teachers shall be paid at the Summer School rate of pay. The positions will be posted prior to the beginning of the program. Teachers who have applied for the positions shall be notified of the action taken regarding their applications as soon as possible. Curriculum, technology, and materials will be provided for by the district. Teachers will be selected from a list of qualified tenured volunteers. Those qualified teachers with the highest seniority in Group 4 shall be first offered the assignment.

- (b) Middle School Work Load. The middle school teacher contract day begins thirty-eight (38) minutes prior to the students' attendance day and ends thirty-five (35) minutes at the conclusion of the students' attendance day.

For student safety and well-being, building principals will determine appropriate duty schedules on a rotational basis, not to exceed one (1) week-long morning duty every six (6) weeks throughout the school year.

Regular part-time certified personnel will be provided planning and preparation time on a pro rata basis.

Middle school teachers shall be assigned between 1250-1260 minutes per week of student contact time. Generally, core-subject teachers will teach a maximum of five (5) fifty (50) minute classes, while ENCORE teachers will teach a maximum of six (6) forty-two minute classes, with an "individual" and "team" planning period for a total of between 76-84 minutes per day.

Should the Board determine that it needs to assign one or more middle school teachers an additional teaching assignment in order to meet student needs, the Board shall seek qualified volunteers first before making an involuntary assignment. Before making any involuntary assignments, the Administration will notify and meet with the BEA as to the subject and grade level assignments needed to try to work out how such assignments shall be made. If the Administration and the BEA are unable to agree how such involuntary assignments are made, such assignments shall be rotated among qualified middle school teachers for such subject areas, starting with the least senior qualified teacher. If a teacher is assigned to an additional teaching assignment, the teacher shall be paid a stipend in accordance with ARTICLE XXVI, Section 13. In lieu of a required duty assignment, a middle school teacher may volunteer to teach an additional class. In such event the teacher shall receive a stipend and would not be required to attend the "team" planning period.

In the event the Board decides to add a program for enrichment or intervention, teachers shall be paid at the Summer School rate of pay. The positions will be posted prior to the beginning of the program. Teachers who have applied for the positions shall be notified of the action taken regarding their applications as soon as possible. Curriculum, technology, and materials will be provided for by the district. Teachers will be selected from a list of qualified tenured volunteers. Those qualified teachers with the highest seniority in Group 4 shall be first offered the assignment.

- (c) Elementary School Work Load. The elementary teacher contract day begins twenty-five (25) minutes prior to the students' attendance day and ends fifty-five (55) minutes at the conclusion of the students' attendance day.

For student safety and well-being, building principals will determine appropriate duty schedules on a rotational basis, not to exceed one (1) duty per week throughout the school year.

No elementary teacher (K-8) teaching in a regular, self-contained classroom (excluding ELL/BIL) will be assigned students from more than one grade level within the same classroom setting.

In addition, elementary classroom teachers may use for planning and preparation that time during which their students are in special instruction classes, such as art, music, physical education or technology/library/media (total of 225 minutes per week) as well as fifteen (15) minutes adjacent to his/her lunch period daily. All other elementary teachers will be provided with planning and preparation time of 225 minutes per week as well as fifteen (15) minutes adjacent to his/her lunch period daily. Teachers short of the 225 minutes per week of planning and preparation time will be paid at the “Internal Substituting. Reimbursement” rate of \$.50 per minute (ARTICLE XV, PAID EXTRA WORK. Section 4.) Substitutes shall, insofar as possible, be provided when art, music, or physical education teachers are absent from school. Preparation and planning time will be scheduled in increments of no less than 15 minutes.

Regular part-time certified personnel will be provided planning and preparation time on a pro rata basis.

<b>Subject</b>	<b>Maximum 25 Minute Sections Without Additional Compensation (50 minute section counts as two 25 minute sections)</b>
Physical Education	11 Daily Sections
Technology	56 Weekly Sections
Art	56 Weekly Sections
Music	56 Weekly Sections

- (d) Should the Board determine that it needs to assign one or more elementary teacher(s) an additional teaching assignment, the Board shall seek qualified volunteers. The Administration will not make involuntary assignments. If a teacher is assigned to an additional teaching assignment, the teacher shall be paid a stipend in accordance with ARTICLE XXVI, Section 13.

In the event the Board decides to add a program for enrichment or intervention, teachers shall be paid at the Summer School rate of pay. The positions will be

posted prior to the beginning of the program. Teachers who have applied for the positions shall be notified of the action taken regarding their applications as soon as possible. Curriculum, technology, and materials will be provided for by the district. Teachers will be selected from a list of qualified tenured volunteers. Those qualified teachers with the highest seniority in Group 4 shall be first offered the assignment.

#### Section 8. 9 Travel Time for Teachers with Split Assignments.

Sufficient travel time will be allotted to teachers who are assigned to more than one (1) building in any one day. Teachers will be given between 45-50 minutes to change buildings, pack and unpack materials in preparation for teaching at a new site. Employees required to travel between assignments during the work day will be reimbursed at the current standard IRS mileage reimbursement rate.

#### Section 9- 10 Job Sharing.

- (a) Eligibility and Definition. Starting in the 2018-2019 school year, job sharing is defined as a voluntary opportunity for two (2) tenured employees to share one (1) full-time position. In the event a job share situation is dissolved after approval, a tenured employee may share one (1) full-time teaching position with a part-time employee hired by the District for that school year.
- (b) Application. Employees who are interested in a job sharing opportunity shall submit written request to the Assistant Superintendent of Human Resources for a job sharing leave to the Superintendent or designee by March first (1<sup>st</sup>) of the year preceding the school year for which the leave is requested. The employer shall notify the applicants of its disposition of the request by the May School Board meeting following the request. Each application for job sharing leave shall be granted or denied within the sole discretion of the employer.
- (c) Length of Job Sharing Leave. The length of a job sharing leave shall be for one school year and may be renewed by the employer, provided that a request is made by March first (1<sup>st</sup>) by the tenured participants to extend the leave for an additional year. The employer shall notify the applicants of the decision to extend the leave by the May School Board meeting.
- (d) The Plan for Responsibility. The responsibilities of an assignment of two (2) job sharers may be divided according to a plan designed by the job sharers, subject to the approval by the building administrator. This plan will include, but not be

limited to, teaching responsibilities, schedule of work hours and/or days, attendance at staff meetings, District meetings, and field trips. Both teachers shall attend the first day of school and the last day of school, parent/teacher conferences, and open houses. The substitution procedure remains the same as for the rest of the District. If a job sharer substitutes for his/her partner, he/she would receive substitute pay. The total planning and conference time shall not exceed the planning time for a full-time employee. The plan shall accompany and be part of the application for job sharing leave.

(e) Salary and Fringe Benefits. Participants in job sharing positions shall be placed appropriately on the salary schedule of the basic agreement between the Association and the employer, and salaries shall be pro-rated according to the time worked. For the purpose of determining the annual salary, tenured participants shall receive a full salary step advancement credit for each school year of job sharing experience. Benefits, in addition to salary, shall be administered according to the actual time worked.

(f) Seniority and Tenure. Tenured employees who participate in job sharing opportunities shall enjoy continual contractual services which shall not be abandoned.

#### Section 11. Open Houses/Parent Teacher Conferences.

All teachers shall be required to attend Parent Teacher Conferences and at least one (1) open house per school year. The District may modify the basic school day for parent-teacher conference day in order to schedule hours convenient to parents.

#### Section 12. Grant Required Evening Activities

The district may award early release after student dismissal to individual teachers who attend grant required evening activities. Teachers assigned to planning grant funded activities may take half a day of release time a semester to collaboratively plan and prepare.

# ARTICLE XVIII: TEACHER - PUPIL RATIO

## Section 1. Regular Education.

The District will establish class sizes and teacher - pupil ratios that are reasonable. It is recognized, however, that the nature of the subject matter, teacher workload, appropriate and/or varying teaching techniques, availability of District facilities, and budgetary limitations of the District are factors that affect class size and must be considered in determining what is reasonable. Therefore, they agree that the class size set forth below shall be established as the standards for the maximum number of pupils per teacher and that this policy shall be effected in all schools to the extent possible.

- (a) For grades K-2: 25 students
- (b) For grades 3-12: 30 students

If there is a mid-year increase in student enrollment over and above the student enrollment as the sixth day of the school year that unreasonably alters what the parties sought to accomplish with respect to class sizes, the Board will try to employ sufficient additional staff to reasonably rectify this situation.

Elementary art, music and PE class sizes will normally be no larger than the regular elementary classes sent to them except when combination classes are deemed appropriate by the building administrator. The building administrator will seek input from affected teachers in identifying students to be assigned to combination classes. In the case of special needs students, program assistants may be assigned to combination classes.

## Section 2. Performance Classes

High School performance class loads shall be limited to 175 students across five sections during the semester. After the sixth day of each semester, should those limits be exceeded, staff teaching those classes shall be paid a per-student (for students 176-190) stipend equal to an Additional Assignment Stipend divided by 30. After the sixth day of the semester should the number of students exceed 190 students, a sixth assignment shall be created and an Additional Assignment Stipend paid.

Middle school performance class loads shall be limited to 60 students per grade level. Should those limits be exceeded, the building administrator will seek teacher input in identifying supports for the middle school program and determine a solution within five school days to be implemented as soon as reasonably possible. (e.g. offer an overload assignment to an in-district fine arts teacher, hire a part-time or full-time teacher, etc.)

### Section 3. Middle and High School Lab Classes

For instruction requiring specialized facilities, FACS, Science, Industrial Technology labs, the available work stations shall control class size. Classes involved in hazardous materials, equipment, machinery, etc. will be controlled by the number of fixed/lab workstations.

### Section 4. Special Education.

The District will work to ensure that there is adequate staff available so that services required under student's IEP's can be provided at the requisite level of intensity. The district will not exceed class size guidelines recommended by the State of Illinois for special education classes.

Upon a case manager's request, he/she will receive two (2) release days per year for the purpose of managing IEP's.

# ARTICLE XIX: MINIMUM STANDARDS AND PROFESSIONAL GROWTH

## Section 1. Generally.

Hours certified by a recognized accredited university shall be allowable, as hereinafter set forth, in determining the educational training level of an individual teacher for purposes of placement or horizontal advancement on the salary schedule of the District. On-line courses can be submitted for approval.

## Section 2. Training Less Than M.A.

- (a) **Planned Program Leading Toward A Degree.** A teacher who wishes to advance from one degree category to another must earn college credit from a recognized accredited university in a planned program, an official copy of which must be filed with the superintendent for the District, leading toward an M.S. or M.A. degree. Only graduate-level hours applicable to the degree will be recognized for salary purposes. The MA degree must be applicable to the education field.

Only approved graduate-level hours earned after being placed in the M.A. lane will be counted for advancement beyond the M.A. lane.

- (b) **Planned Program To Benefit Teaching Performance.** A teacher may earn a maximum of 24 semester hours in graduate-level courses designated to improve the teaching performance and qualify for the B.A. + 24 salary category. A written request for approval of a course must be made to the superintendent for the District prior to enrollment. The request must state the nature of the course and the improvement in teaching that might result. Approval or disapproval will be given in writing.
- (c) **Masters Degree Programs Requiring More than 30-33 Semester Hours.** Where an approved program for a masters degree requires substantially more semester hours than are needed for a normal masters degree program (i.e., at least three semester hours beyond the 30-33 semester hours required for the normal masters degree program), upon receipt of the masters degree, the teacher shall be given credit for salary advancement purposes for any required semester hours beyond the 30 to 33 needed to obtain the masters degree. Example: If an approved masters degree program requires 49 semester hours, the teacher, upon receipt of the masters degree shall be placed in the M.A. + 16 salary category.

### Section 3. Training Beyond M.A.

- (a) **Planned Program Leading Toward a Degree.** An M.A. teacher who wishes to advance from one degree category to another must earn graduate college credit in a planned program leading toward a Ph.D. or C.A.S. degree, an official copy of which must be filed with the Superintendent or designee. Only hours applicable to the Ph.D. or C.A.S. degree will be recognized for salary purposes. The degree must be applicable to the education field.
- (b) **Planned Program to Benefit Teaching Performance.** A teacher may earn a maximum of 48 graduate semester hours in courses designated to improve the teaching performance and qualify for the MA + 48 salary category. Official transcripts must be filed with the Superintendent or designee for salary advancement. A written request for approval of a course must be made to the Superintendent or designee prior to enrollment. The request must state the nature of the course and the improvement in teaching that might result. Approval or disapproval will be given in writing.
- (c) **Previously Approved Graduate Hours.** Teachers who have in their possession and/or in their personnel file as of August 8, 1995, written notice that they will receive credit for hours not duplicated in a completed masters degree program upon earning a masters degree shall be granted credit for such non-duplicative hours. It is recognized that this is an exception to the normal policy that only graduate hours earned after obtaining a masters degree can be used for credit for horizontal movement on the salary schedule.
- (d) **Notwithstanding anything to the contrary in this Section,** a teacher who is completing the course(s) needed for a MA during the summer months may request written approval to take additional course(s) at the same time in accordance with subsections (a) and (b) above in order to receive credit for horizontal advancement on the salary schedule for such courses. If such written approval is granted and the teacher earns his/her MA degree during the summer months, the teacher will receive credit for horizontal advancement on the salary schedule for such additional course(s) if the requirements of Section 6 are met.

### Section 4. Credit For Approved Non-Graduate Course Work.

Notwithstanding the provisions of Sections 3 and 4 above, semester hours of non-graduate credit may be used for advancement if they have received the prior written approval of the Superintendent based on his determination that such non-graduate

credit hours will be a direct and substantial benefit to the teacher’s assignment and will distinctly benefit the District. Any teacher seeking such approval shall submit to the Superintendent a full statement of the reasons why the course in question ought to be considered for approval. The parties understand that this is a narrow exception and that normally only semester hours of graduate credit will be considered for approval for salary advancement.

**Section 5. Filing of Transcripts.**

To receive credit, a grade of B or better must be earned; provided, however, if a course is offered only on a pass/fail basis and the Superintendent or designee has knowingly approved the course on such basis as provided in this Article, the course shall count for salary advancement purposes if the transcript filed by the teacher shows that the teacher passed the course. See chart for advancement calendar.

<b>Transcript Filing Period</b>	<b>Payroll Process Dates</b>
March 16-August 1	First paycheck of new school year
August 2-November 1	Retroactive to first paycheck of school year
November 2-March 15	Retroactive to beginning of second semester

**Section 6. Approval/Non-approval of Course.**

A teacher who wishes to receive credit towards horizontal advancement on the salary schedule for a course shall submit his/her request on the form attached as Appendix I. The Superintendent shall respond on said form and if the course is not approved the Superintendent shall set forth the reason for the non-approval on said form.

**Section 9. Misplacement on the Salary Schedule.**

Any teacher covered by this Agreement who demonstrates that he/she was not properly placed on the salary schedule to his/her detriment or the detriment of the District, shall be placed in their proper placement on the salary schedule commencing with the next pay period. Compensation, or appropriate deductions for misplacement on the salary schedule, shall only be remedied retroactive to the beginning of the school year in session with approval of the Superintendent or designee.

#### Section 10. Early Release.

If it is necessary in order to get to a class in an approved course in timely fashion, a teacher who provides his/her building principal with reasonable advance notice may leave his/her building up to 15 minutes earlier on Monday through Thursday if in a non-supervisory/teaching capacity and the teacher shall not be required to make up such time. If a teacher needs additional time, the teacher, with reasonable advance notice to his/her building principal, may leave up to an additional 30 minutes earlier (10 minutes earlier on Fridays) as long as it is after the teacher's last class and the teacher reports for work early by an equal period of time on any such day.

#### Section 11. Annual Review.

Upon request, the Superintendent will meet annually with the Association President to review the horizontal salary advancement process and procedure.

#### Section 12. Tuition Reimbursement for Teachers at the MA+48 Lane.

Teachers who are at the MA+48 lane of the salary schedule and who are not enrolled in a planned program leading toward a degree shall be eligible each school year for a tuition reimbursement of up to a maximum of \$500 for pre-approved graduate courses for which the teacher receives a grade of B or better.

## ARTICLE XX: USE OF PERSONAL AUTOMOBILE

Reimbursement for the use of a personal automobile for District authorized school business travel shall be set at the current rate established by the Internal Revenue Service. Application for reimbursement shall be submitted on forms provided by the District.

## ARTICLE XXI: TEACHER IDENTIFICATION CARDS

The District shall provide each teacher in the school district with a teacher identification card which will admit the teacher and his/her spouse/significant other free to all school sponsored athletic/non-athletic extracurricular events or activities (excluding post-season tournament competition). In addition, the identification card shall be used solely by the teacher to whom it was issued as entrance into their assigned building per teaching assignment(s) with the District. Lost cards should be reported immediately to the Director of Buildings and Grounds. A small fee will be assessed to replace the identification cards that have been lost or misplaced.

## ARTICLE XXII: SCHOOL ENROLLMENT FOR CHILDREN OF TEACHERS

Teachers residing in the school district may have their children attend the school in which they teach. Transportation will be the sole responsibility of the parent and/or guardian.

## ARTICLE XXIII: SUMMER SCHOOL

If the District, in its discretion, offers a summer school program, teacher employment opportunities for summer school will be posted electronically within fifteen (15) days of the Board's decision to offer such a program. Teachers desiring employment in the summer school program will submit their applications on forms provided by the District. Teachers who have applied for such summer school positions will be notified of the action taken regarding their applications as early as practicable. Seniority in the District will govern in making summer school assignments unless it is determined that a less senior teacher is more qualified for the same position.

Compensation for summer school, will be \$40.00 per hour for each hour of actual classroom instruction plus 30 minutes per day for preparation time. The District shall pay the teacher's TRS or FICA contribution, whichever is applicable.

## ARTICLE XXIV: SELECTION OF SUPPLEMENTARY INSTRUCTIONAL MATERIALS

Teachers may select and recommend to their students appropriate supplementary reading and other instructional materials in their fields of specialization. Teachers shall, however, be accountable to the District for the appropriateness of their selections and recommendations. Should subject materials be controversial, teachers will be expected to present all sides without personal bias or emphasis.

## ARTICLE XXV: ASSOCIATION PRIVILEGES

### Section 1. Bulletin Board Space.

Bulletin board space will be made available for official Association business postings in teachers' lounge and/or lunchroom in each building. It shall, however, be the responsibility of the building representative for the Association to monitor all materials placed upon the board for the Association. The privileges granted by this section shall not apply to postings of a partisan political nature.

### Section 2. Use of District Facilities for Association Meetings.

The Association may, by pre - arrangement with the building principal, use a multi - purpose room or other suitable facility for Association meetings. Such meetings shall be held at reasonable hours and limited to such times as do not conflict with the use of the facility for school purposes. If special custodial service is required the Association shall reimburse the District for such service.

### Section 3. Use of District Equipment and Materials.

The District will designate certain items of school equipment for use by the Association for Association business. Such use, however, shall be pre - scheduled so as to be outside the basic school day and shall be by pre - arrangement with the building principal. Such use shall in no case take precedence over school needs. Any materials used and costs incurred shall be reimbursed by the Association.

### Section 4. Use of Inter-School Mail Services.

The Association may, by pre - arrangement with the individual building principal, use teacher mail boxes and inter-school mail services for a reasonable number of legitimate Association messages of a non-political nature.

### Section 5. Use of District email/electronic as a Means of Communication.

The Association may have access to and use of the District's email/electronic means of communication to all members via building representatives and/or Association President, approved by the Association President, for purposes of legitimate Association information of a non-political nature.

### Section 6. Association Announcements.

The Association may submit notices of Association meetings to the individual building

principals for announcement over the intercom system in the school.

#### Section 7. Professional Contract.

The District shall prepare twenty additional copies of the finalized professional contract for use of the Association.

#### Section 8. New Personnel.

The District shall provide the names and addresses of teachers covered by this Agreement immediately after approval of their contracts by the Board if such information has not been previously provided to the Association.

#### Section 9. Board Meetings.

The President of the Association or his/her designee shall be electronically notified of any cancellations, postponements or special meetings of the Board of Education as far in advance as practicable.

#### Section 10. Board Minutes.

The Association shall be provided an electronic copy of the Minutes of regular and special meetings of the Board of Education after said Minutes have been officially approved by the Board.

#### Section 11. Teacher Directories.

By September 20 if possible, but no later than October 1 of each school year, the District shall provide the Association with the names, local addresses, and listed telephone numbers of all teachers covered by this Agreement for each school for the Association's internal use.

#### Section 12. Board Agenda.

The Association may request to be placed on the agenda of a regular Board meeting in accordance with the Board's policies, rules and regulations concerning same. The Board President or his designee shall respond in writing to any such request. A copy of the agenda of regularly scheduled Board meetings shall be electronically sent to the President of the Association at the same time they are electronically sent to the Board members.

#### Section 13. Data to Administer Contract.

Upon written request, the District agrees to provide the Association with available data

of a non - confidential nature necessary to administer the specific provisions of this Agreement, provided that the District shall not be required to collect or collate any such data.

#### Section 14. Access to District Policies, Regulations and Bylaws.

An electronic copy of the written Policies, Regulations and Bylaws of District 100 which may from time to time be in effect will be accessible to on the District website.

#### Section 15. Released Time for Elected Officers.

The Belvidere Education Association President will be assigned up to, but not exceeding, two periods of release time per day to conduct Association business at the cost of the association as outlined in Article XXVI, Section 13 of the Collective Bargaining Agreement.

At the District's expense, the District may request of the Association that the President be allowed one period of release time per day to support district collaborative efforts including but not limited to: leading committees, supporting interdependence of teachers and administrators, supporting the professional development and general improvement of teachers, and assisting with communication efforts.

Both the Association and the Superintendent will notify the other parties no later than May 1<sup>st</sup> of the prior year of such release time requests.

If the BEA President and/or Vice-President is a high school teacher, the President and/or Vice-President shall not be assigned study hall supervision. If the President and/or Vice-President is an elementary or middle school teacher, the President and/or Vice-President shall not be assigned before or after school supervision. If the President is an elementary school teacher, the Association and the District will collaborate to create a conducive schedule for the agreed upon number of release periods.

Annually, the administration and the Association will provide a joint report and presentation to the other party's board on the progress of the district and association and how collaborative efforts have led to improved outcomes.

# ARTICLE XXVI: SALARIES AND FRINGE BENEFITS

## Section 1. Salaries

The salary schedule for 2017-2018 is attached as Appendix A. The 2017-2018 salary schedule including the amount of Board paid TRS is attached as Appendix B.

The salary schedule for 2018-2019 is attached as Appendix C, plus \$1000 for all employees on the top step (non-cumulative). The 2018-2019 salary schedule including Board paid TRS is attached as Appendix D. In addition, staff that were employed before the 2011-2012 school year, without a break in service, and lost a step during the 2011-2012 school year will be moved a step at the semester during the 2018-2019 school year.

The salary schedule for 2019-2020 is attached as Appendix E. The 2019-2020 salary schedule including Board paid TRS is attached as Appendix F.

The salary schedule for 2020-2021 is attached as Appendix G, plus \$1000 for all employees on the top step (non-cumulative). The 2020-2021 salary schedule including Board paid TRS is attached as Appendix H. In addition, staff that were employed before the 2010-2011 school year, without a break in service, and lost a step during the 2010-2011 school year will be moved a step at the semester during the 2020-2021 school year.

The BEA and the District are in agreement that there will be no further compensation for the loss of steps that occurred in the past.

Upon becoming certificated, a nurse shall be placed at the first step of the salary schedule (vertical placement) and on the appropriate horizontal lane based on degree and hours.

The parties agree to reopen negotiations during the 2018-2019 school year for the following two (2) school years or during the 2019-2020 school year for the following school year, upon the written request of the board made by December 31 of 2018 or 2019, provided the event below occurs. If the contract is reopened during the 2018-2019 school year, it may not also be reopened during the 2019-2020 school year. If the board requests to reopen negotiations, the BEA may declare the agreement expired at the end of the current school year.

1. State revenue is 5% less than the prior year. State revenue shall be the sum of the GSA entitlement and Restricted Grant entitlements, for either Fiscal Year 2018 or Fiscal Year 2019, or total state grants in aid if a change in the system of school

funding that aggregates those grants into a single formula passes in the Illinois legislature in the applicable year. In this case, the employer and the bargaining agents of the BEA agree to the reopening of Article XXVI Section 1 only. All other terms and conditions set forth in this agreement represent the full and complete understanding and agreement between the parties hereto.

## Section 2. Extra Assignment Schedule.

- (a) The athletic assignment schedule for the duration of this Agreement is based on the percentage directly tied to Step1/BA+6 placement on the base salary schedule and is attached as Appendix G and is incorporated herein by reference. The Board will pay the teacher's TRS or FICA contribution, whichever is applicable.
- (b) The non-athletic extra assignment schedule for the duration of this Agreement is based on the percentage directly tied to the Step1/BA+6 placement on the base salary schedule and is attached as Appendix H and is incorporated herein by reference. The Board will pay the teacher's TRS or FICA contribution, whichever is applicable.
- (c) Each Elementary Building shall be allowed a maximum of six (6) after school or before school clubs. Elementary teachers who wish to sponsor a club must submit a proposal to a committee composed of the principal and three teachers within each respective elementary building chosen by the BEA. The club must be consistent with the educational mission of the District. The committee will allocate a stipend of 2% of the BA+6 to the approved club advisors.

## Section 3. Hospitalization and Major Medical Insurance.

The District will continue to provide a managed health care plan of hospitalization and major medical insurance coverage for each teacher in effect on the date this Agreement utilizing a Preferred Provider Organization (PPO). Effective May 1, 2015, the District shall pay 94% of the cost for single coverage and 55% of the cost for family coverage plan insurance. Effective May 1, 2016 the District shall pay 93% of the cost for single coverage and 60% of the cost for family coverage plan insurance. Those employees taking Single+Spouse or Single+Children the District shall pay 40% of the cost of coverage plan insurance. Payroll deduction assistance will be extended to each employee upon request. Part-time teachers employed on a 50% or greater basis will be provided group hospitalization and major medical insurance coverage, if desired, on a pro rata basis.

After the May 1<sup>st</sup> renewal rates have been established each year the District's Benefits Coordinator will send out electronically to all employees the effective rates (including discounted contributions if applicable).

The District retains the right to change insurance carriers or to otherwise provide for coverage, provided that the level of benefits shall remain substantially the same.

#### Section 4. Group Term Life Insurance.

The District will provide group term life insurance coverage for each teacher in the amount of \$25,000.00 or in the amount of the teacher's base salary rounded to the nearest \$1,000, whichever is higher. Part-time teachers employed on a 50% or greater basis will be provided group term life insurance coverage, if desired, on a pro rata basis. In addition, employees may be able to purchase additional Group Term Life Insurance at their own expense, to the extent the carrier offers said option.

#### Section 5. Dental Insurance.

The Board will provide a dental plan for teachers covered by this Agreement (employee coverage only) and said plan shall have a \$50.00 deductible; part-time teachers employed on a 50% or greater basis will be provided with dental insurance coverage (employee coverage only), if desired, on a pro rata basis. Dependent coverage will be available to faculty members at their own cost. The calendar year maximum for basic dental shall be \$2,000. The lifetime maximum for orthodontia coverage shall be \$2,000.

#### Section 6. Teacher Protection.

The District agrees to protect and indemnify teachers employed by the District and covered by this Agreement from suit to the extent provided by Section 10-20.20 of the School Code of Illinois.

#### Section 7. Retirement Incentive.

Teachers who retire pursuant to the Teachers' Retirement System of the State of Illinois and who do not cause the district to pay additional contributions due to the teacher exercising the early retirement option or additional contributions required under P.A. 94-0004 shall receive the following benefits.

- (a) Advance Notice: The District will pay each teacher who meets the foregoing eligibility requirements a 6% increase over the base salary earned by the teacher the prior year in the teacher's last four years and a \$10,000 severance payment payable after the District's receipt and confirmation from TRS of the employee's "Excess Salary Increase Cost

Calculation” form or no later than August 31<sup>st</sup> of retirement year. Any excess amount due to employee exceeding the 6% increase per year limit times (X) the “actuarial factor” will be deducted from the employee’s severance payment.

In order for the teacher to receive the increased salary the teacher must notify the Superintendent of his/her intent to retire by July 1<sup>st</sup>. For example, a teacher who intends to retire at the end of the 2016-2017 school year must notify the Superintendent of his/her intent to retire no later than July 1, 2013 to receive all four of the 6% increases. A teacher intending to retire at the end of the 2015-2016 school year who notifies the Superintendent of his/her intent to retire between July 2, 2012 and July 1, 2013 will receive only three of the 6% increases.

The \$10,000 severance payment expired August 15, 2017. Notice given by employees prior to July 1, 2017, will be grandfathered in through the 2020-2021 school year.

- (b) No Advance Notice: The District will pay each teacher who meets the foregoing requirements and who does not exercise the incentives set out in Section 8 and in paragraph (a) above and has been a District employee for a minimum of ten (10) years with the understanding of fulfilling the terms of their contractual obligation of the current school year, shall be eligible for a severance payment of \$10,000 after the District’s receipt and confirmation from TRS of the employee’s “Excess Salary Increase Cost Calculation” form or no later than August 31<sup>st</sup> of retirement year. Any excess amount due to employee exceeding the 6% increase per year limit times (X) the “actuarial factor” will be deducted from the employee’s severance payment.

The \$10,000 severance payment expired August 15, 2017. Notice given by employees prior to July 1, 2017, will be grandfathered in through the 2020-2021 school year.

The parties agree to reopen negotiations for the following school year provided the event below occurs. If the board requests to reopen negotiations, the BEA may declare the agreement expired at the end of the current school year.

1. A change that reduces the current 6 percent cap as the limit for annual increases that will be recognized for TRS retirement annuity calculation purposes. If these

changes occur during the duration of the current collective bargaining agreement and will be implemented during the duration of the current collective bargaining agreement, the employer and the bargaining agents of the BEA agree to the reopening of Article XXVI Section 7 only. All other terms and conditions set forth in this agreement represent the full and complete understanding and agreement between the parties hereto.

#### Section 8. Cap on Teachers Exercising the Early Retirement Option.

No more than 10% of the teachers eligible to exercise the Early Retirement Option may exercise the Early Retirement Option each year. The priority for exercising the early retirement option shall occur on February 2<sup>nd</sup> the year before the last year of service and shall be based upon seniority in the district. All teachers interested in exercising the early retirement option shall notify the Superintendent of their intent to retire on or before February 1<sup>st</sup> the year before the teacher's last year of service. If less than 10% of teachers eligible to exercise the early retirement option provide their intent to retire by February 1<sup>st</sup> the year before their last year, the remaining slots shall be determined on the basis of the first in time – first in rights by providing notice of intent to retire under the early retirement option to the Superintendent.

#### Section 9. Extended Contracts.

- (a) Social Workers and Nurses. If social workers or nurses are scheduled to work any days beyond the basic 186-day school year they shall have their salaries adjusted on a pro rate basis for any such days according to their placement on the salary schedule.
- (b) Psychologists. If psychologists are scheduled to work any days beyond the basic 186-day school year they shall have their salaries adjusted on a pro rate basis for any such days according to their placement on the salary schedule.
- (c) Guidance Counselors and Instrumental Music. If guidance counselors and instrumental music teachers are scheduled to work any days beyond the basic 186-day school year they shall have their salaries adjusted on a pro rate basis for any such days according to their placement on the salary schedule to a maximum of 75 hours.
- (d) Agriculture and Building Trades Teachers. If agriculture and building trades teachers are scheduled to work any days beyond the basic 186-day school year

they shall have their salaries adjusted on a prorated basis for any such days to a maximum of 240 hours.

- (e) Instructional Coaches & Technology Integration Specialists. The work schedule for all instructional coaches and integration specialists shall be jointly developed by the administration the instructional coaches, and Technology Integration Specialists. The dates during the school year when the instructional coaches and Technology Integration Specialists will not be assigned to work duties shall also be jointly developed by the administration and the instructional coaches. The number of days that may be assigned outside the regular year shall not exceed five (5). The work schedules shall be developed no later than May 1<sup>st</sup> in the event the work schedule exceeds 180 days. Instructional coaches and Technology Integration Specialists shall have their salaries adjusted on a pro-rata basis for any such days according to their placement on the salary schedule.

All extended contracts need pre-approval by the superintendent or his/her designee. If necessary, additional time may be requested, based on extenuating circumstances, by the building-level administrator to be approved in advance by the superintendent or his/her designee.

#### Section 10. TRS/FICA.

The District shall pay the teacher's TRS or FICA contribution, whichever is applicable, on all earned compensation.

The parties agree to reopen negotiations for the following school year provided the event below occurs. If the board requests to reopen negotiations, the BEA may declare the agreement expired at the end of the current school year.

1. A change in state statute requires the district to pay a greater share of the annual cost of pensions for TRS members. If these changes occur during the duration of the current collective bargaining agreement and will be implemented during the duration of the current collective bargaining agreement, the employer and the bargaining agents of the BEA agree to the reopening of Article XXVI Sections 10 and 11 only. All other terms and conditions set forth in this agreement represent the full and complete understanding and agreement between the parties hereto.

#### Section 11. Additional TRS Contribution.

- (a) The District shall pay the full health insurance contribution required to be paid by active teachers to TRS, commonly known as THIS (Teachers Health Insurance

Security).

(b) The District shall pay the employee contribution of .40% for the Early Retirement Option.

Section 12. Disability Insurance.

The Board shall offer to employees disability insurance for purchase by employees with the entire cost paid by employees who wish to purchase such insurance.

Section 13. Additional Assignment Stipends.

During the term of the Agreement stipends for an additional assignment shall be in accordance with "base salary" equal to Step1/BA+6.

	One Semester	Both Semesters
High School	1/10 of base salary	1/5 of base salary
Middle School Core	1/10 of base salary	1/5 of base salary
Other	1/12 of base salary	1/6 of base salary
Elementary*	1/20 of base salary	1/10 of base salary

\* The stipend for other elementary class period configurations will be calculated on a pro rata basis.

Section 14. Pay Periods

There shall be 26 pay periods each year. Pay periods should begin in August and end in the following August. Certified staff have the option of acquiring a lump sum during the month of June instead of receiving pay checks every two weeks during the summer months.

Section 15. Master Teaching Certificate

If the State of Illinois fails to make the entire \$3,000 payment to all teachers who hold a Master Teaching Certificate (for successfully completing the National Board for Professional Teaching Standards), the district shall pay each teacher with a Master Teaching Certificate that portion of the \$3,000 designated payment that the State of

Illinois fails to pay, as long as the payment would not result in an additional employer contribution to TRS under P.A. 94-0004. Teachers earning a Master's Teaching Certificate after August 15, 2014, will not be entitled to the \$3,000 designated payment by the District.

#### Section 16. LEA Stipends

Any certified school support personnel assigned the duties and responsibilities of the LEA for Individualized Education Plans will be compensated at .10 of their salary without TRS. If more than one certified school support personnel per building is assigned this duty, the stipend percentage will be split proportionally.

#### Section 17. 504 Plan Case Manager

Any certified school support personnel assigned the duties and responsibilities of the 504 plan case manager will be compensated at .04 of the base +6. If more than one certified school support personnel per building is assigned this duty, the stipend percentage will be split proportionally.

#### Section 18. New Teacher Orientation

Board approved new employees attending new teacher orientation will be paid \$100 per day.

#### Section 19. Translation and Interpretation

Employees providing translation or interpretation services outside of their student contact time will be paid \$0.50 per minute.

#### Section 20. Elementary Special Education Overload

Special education teachers who miss 125 minutes worth of planning and prep time a week will receive the stipend of 1/10 "base salary" equal to Step1/BA+6. Any additional missed planning time occurring on a weekly basis will be calculated at a percentage of the 125 minutes and a percentage of the 1/10 "base salary" equal to Step1/BA+6. Example: 50 minutes (art) + 50 minutes (music) = 80% x 1/10th of Step1/BA+6.

## ARTICLE XXVII: HOUSEKEEPING

Teachers shall not be required to perform basic housekeeping functions, such as sweeping, mopping, dusting and the cleaning of windows, lavatories and chalkboards; provided, however, teachers shall maintain their classrooms and/or work areas in an orderly manner to facilitate housekeeping.

## ARTICLE XXVIII: TEACHER FACILITIES

### Section 1. Physical Facilities.

Teacher dining and/or lounge area, teacher work space, and male and female lavatories for teachers will be provided in future buildings and, insofar as practicable, in any major additions and/or major renovations to existing buildings.

### Section 2. Use of Telephones.

Telephones may be used by teachers for their reasonable and occasional personal use.

### Section 3. Classroom Locks.

Where classrooms are fitted with functional locks, teachers will be provided with a key to each such classroom in which he/she teaches.

# ARTICLE XXIX: COMMITTEES

## Section 1. School Building Committees.

The District will establish at each school a School Building Committee to consist of:

1. Elementary Schools - One classroom teacher elected from each grade level and/or department.
2. Secondary Schools - One classroom teacher elected from each department.

Committee representatives will be chosen by simple majority ballot of the teachers in their respective grades or departments in elections to be conducted by the BEA. Elections will be completed by September 30 of each year and representatives chosen will serve for that school year. The building principal shall serve as a committee chairman and shall schedule one meeting each month, October through May. Attendance at any such meeting by teacher representatives shall be voluntary. Either party may, if they so desire, take written notes of such meetings.

The purpose of the committee will be to provide for the informal discussion of matters relating to building rules, procedures or other matters which the principal may, in his discretion, determine or agree can most effectively be treated in such relatively unstructured and informal context. Such means, however, is not intended and shall not be construed as in any manner or to any degree supplanting regular District administrative structure, organization and means.

## Section 2. District Insurance Committee.

The Board shall defend, indemnify and hold harmless the Association, and its representatives and agents from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken as a result of their participation on the District 100 Insurance Committee.

The parties will jointly agree to define the composition, role and function the District Insurance Committee. The BEA President will appoint voting and advisory members to serve on the insurance committee to represent the bargaining unit.

## Section 3. Extra Curricular Review Committee.

The District will create an extra-curricular review committee. The committee will consist of BEA representatives and administrators chosen jointly by the BEA President and the Superintendent. The role of the committee will be to recommend new clubs or

organizations to the Board for placement on the non-athletic extra-curricular salary schedule. The committee will also review existing clubs and organizations for recommendations as to continued placement on the non-athletic extra-curricular salary schedule. The committee shall make recommendations to the Board as to adjustments to the non-athletic extra-curricular salary schedule based on the criteria established jointly between the BEA and the Administration. The committee will meet annually in May.

#### Section 4. Athletic Extra Curricular Review Committee.

The District will create an athletic extra-curricular review committee. The committee will consist of BEA representatives, coaches and the Athletic Director. The BEA President and the Athletic Director shall choose the committee representatives jointly. The role of the committee will be to recommend new clubs or sports to the Board for placement on the athletic extra-curricular salary schedule. The committee will also review existing clubs and sports for recommendations as to continued placement on the athletic extra-curricular salary schedule. The committee shall make recommendations to the Board as to adjustments to the athletic extra-curricular salary schedule based on the criteria established jointly between the BEA and the Administration. The committee will meet a minimum of once each school year. The Athletic Director will establish dates, time and location of the meetings.

#### Section 5. Induction/Mentoring/Coaching Committee.

The Induction/Coaching/ Mentoring committee will consist of BEA representatives and administrators chosen jointly by the BEA President and the Superintendent. The Induction/Coaching/ Mentoring committee will review the Mentoring Program annually.

#### Section 6. New School Transition Committee.

The new school transition committee will consist of BEA representatives and administrators chosen jointly by the BEA President and the Superintendent. The committee will make recommendations to the Superintendent on how to transition staffing when any new building is added to the district.

#### Section 7. Special Education Case Management Workload Committee.

A case Management Workload Committee, co-chaired by the BEA and Administration, will be established by the District for the purpose of developing and maintaining the Case Management Workload document on an annual basis.

Guidelines for the Case Management Workload will reference the current Case

Management Workload document that is collaboratively developed by the Case Management Workload Committee and approved by the Board. Such document is referenced in this contract. Should there be a concern about case management workloads once the school year begins, a committee composed of an equal number of teachers (chosen by the BEA) and administrators will convene after the first six (6) days of each semester to consider case management workloads. The committee may make suggestions for modifications. If a faculty member still has concerns about case management workload following review of the committee, the faculty member shall notify the District administrator for special education.

#### Section 8. District Evaluation Committee.

The District Evaluation Committee shall meet annually to review and revise as necessary, the evaluation process and tools. The parties will jointly agree to define the role and purpose of the District Evaluation Committee. The Committee shall be comprised of equal representation of the BEA and the District. The BEA President will appoint members to serve on the District Evaluation Committee to represent the bargaining unit.

#### Section 9. Professional Learning Communities Committee.

The Professional Learning Communities Committee will consist of representatives and administrators chosen jointly by the BEA President and the Superintendent. The committee will review expectations and progress of professional learning communities, and other collaborative efforts in the district. The committee is responsible for the creation and annual review of the district PLC handbook. The committee shall meet annually in May.

#### Section 10. High School Class Size Committee

The High School Class Size Committee will consist of teacher representatives and administrators chosen jointly by the BEA President and the Superintendent. The committee will review expectations and available resources impacting class sizes in the high schools, including lab stations. The committee shall meet annually before high school registration.

#### Section 11. English Language Programming Committee

The English Language Programming Committee will meet on an annual basis and consist of teacher representatives and administrators chosen jointly by the BEA President and the Superintendent. The committee will review the various EL services

and programs, staff recruitment, and curricula.

## ARTICLE XXX: NEGOTIATION PROCEDURES

When a tentative agreement is reached on the amendment or modification, the District shall prepare and submit an electronic copy of the tentative agreement to the Association. When ratified by both parties, no fewer than two copies shall be executed by the respective presidents and/or designated officials and the text of the Agreement shall be entered into the official minutes of the Board.

The District shall place the final Agreement as ratified on the District's website electronically.

In the event that mediation is utilized, the parties agree to use the Federal Mediation and Conciliation Service.

## ARTICLE XXXI: SAVINGS

If any article, paragraph, sentence or clause is held to be in conflict with any article, paragraph, sentence or clause of existing written procedures found in the District or building handbooks, then articles, paragraphs, sentences or clauses of this Agreement shall supersede. Further, in the event that any article, paragraph, sentence or clause of this Agreement is held to be invalid by law, such article, paragraph, sentence or clause shall be deemed of no effect, but such determination shall not affect any remaining portion of this Agreement. It is agreed by the parties that the salary schedule, extra assignment pay schedule, and all other economic provisions of this contract shall be subject to any wageprice statutes, or rules and regulations issued thereunder.

## ARTICLE XXXII: EFFECTIVE AGREEMENT

### Section 1. Entire Agreement.

The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties, canceling any and all prior commitments, written or oral, between the parties. The terms and conditions of this Agreement may be modified by alteration, change, addition to, or deletion only through the voluntary, mutual consent of the parties in a written amendment.

### Section 2. Waiver.

The District and the Association, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to, or covered in this Agreement. It is specifically understood by the parties, however, that nothing herein shall prevent the District and the Association from mutually agreeing in writing to modify this Agreement.

### Section 3.

Precedence of Agreement. If there is any conflict between the terms and provisions of this Agreement and the terms and provisions of individual teacher contracts or agreements, the terms and provisions of this Agreement shall prevail.

## ARTICLE XXXIII: TERM OF AGREEMENT

This Agreement shall be in full force and effect from August 16, 2017, to and including August 15, 2021, and shall automatically be renewed from year to year thereafter, unless written notice of desire to terminate, modify, or amend this Agreement is served by either party on the other, on or before April 1 in any succeeding year.

IN WITNESS WHEREOF, the parties hereto have set their respective signatures this 15<sup>th</sup> day of May, 2017.

BELVIDERE COMMUNITY UNIT

SCHOOL DISTRICT #100

By \_\_\_\_\_

Robert Torbert, School Board President

BELVIDERE EDUCATION

ASSOCIATION

By: \_\_\_\_\_

Kendra Asbury, President of BEA and  
Chief Negotiator

By: \_\_\_\_\_

William Ady, Chief Negotiator

By: \_\_\_\_\_

Alan McCormick, Vice President of BEA

Attested to: \_\_\_\_\_

Stacy McGowan, School Board Secretary