

# COLLECTIVE BARGAINING AGREEMENT

*Language and Compensations For*

**2019-2020**

**2020-2021**

**2021-2022**

**2022-2023**

*Between*

**BOARD OF EDUCATION**

**BARTONVILLE PUBLIC SCHOOL DISTRICT #66**

*And*

**BARTONVILLE EDUCATION ASSOCIATION**

**IEA-BEA**

**BARTONVILLE GRADE SCHOOL**



*"Where GREAT things happen!"*

## **1.5 MEETING AREAS**

The teachers or their representatives may request the use of designated areas for meetings, upon approval of the Superintendent, provided that when special custodial services are required, the School Board may make a reasonable charge thereof.

## **1.6 CONSULTANTS**

The parties may call upon professional and lay consultants. The expense of such consultants shall be borne by the party requesting them. Consultants are not to be present at the negotiation meetings.

## **1.7 SUBMISSION OF ISSUES**

Issues proposed for negotiation shall be submitted in writing to the recognized DELEGATION to the Superintendent or by the Superintendent to the spokesman of the DELEGATION of his designated representative between March 1 and March 15 of any year. A mutually convenient meeting date shall be set no later than March 15, unless all parties agree to a later date. Meetings shall be held as necessary at times and places agreed to by both parties. Prior to the beginning of negotiations, the Superintendent, Board representative or both, and the designated representatives of the Teachers, shall cooperatively develop and adopt an agenda listing those issues which shall be negotiated. Upon adoption of said agenda, no issue shall be added to the agenda for negotiation without the consent of the Superintendent or the Board representative and the representatives of the DELEGATION.

## **1.8 NEGOTIATION TEAMS**

Each party to negotiations shall select its negotiating representatives provided that the Board shall not select a classroom teacher of Bartonville District #66 as its representative. All negotiations shall be conducted exclusively between said teams.

## **1.9 NEGOTIATION MEETINGS**

The Board representatives shall meet at reasonable times with representatives of the Association for the purpose of affecting a free exchange of facts, opinions, proposals counter-proposals, and of reaching tentative agreement which shall be presented to the Board and Association respectively for ratification in a sincere effort to reach mutual understanding and agreement on all matters submitted.

All parties are obligated to deal openly and fairly with each other on all matters and to sincerely endeavor to reach agreement on items being negotiated and to conduct such negotiations in good faith, but such obligation does not compel either party to agree to a proposal or require the making of a concession. Such meetings shall not be conducted during the regular school day when students are in attendance.

## **ARTICLE 3 DISCIPLINE**

- 3.1** No employee shall be disciplined without reason or cause as specified in Section 24-12 and 10-22 of the School Code. An employee shall be entitled to have present a representative of the Association during any investigatory meeting which may reasonably be expected to lead to disciplinary action.
- 3.2** Actions for which the Illinois School Code provided redress shall be handled pursuant to the Code and not under the Grievance Procedure of this Agreement.
- 3.3** With regard to the non-renewal of employment of non-tenured probationary employees, it is not the intent of the parties to create hearing rights which are not provided in the Illinois School Code.

## **ARTICLE 4 LEAVES**

### **4.1 WORK RELATED INJURY OR ILLNESS**

An employee who suffers an illness or injury in the course of employment and who collects Workers Compensation shall not have a reduction in his or her sick days. Such an employee may, however, receive full pay for each day of such absence by electing to utilize available sick days and by remitting to Bartonville Grade School all amounts received under the Workers' Compensation Act for temporary total disability. An employee who elects to collect a full day's pay by utilizing sick leave shall be charged for the use of sick days in proportion to the difference between the Workers' Compensation payment and a full day's salary. Thus, if the Workers' Compensation payment is two thirds (2/3) of the employee's salary, the employee will be charged with the use of one-third (1/3) sick day for each day of absence.

### **4.2 HEALTH AND SAFETY**

Employees shall not be required to work under conditions which are unusually unsafe or unhealthful.

### **4.3 SICK DAYS**

Employees shall be granted fifteen (15) sick days per school year accumulative to three hundred and forty (340) total days. The Board will furnish each employee annually with a written statement of his/her accumulated days.

### **4.4 PERSONAL DAYS**

Certified staff members are granted two personal leave days per year to be used at the employee's discretion. Personal leave days may not be used for work stoppage. Any leave not covered in the negotiated agreement will be unpaid. The use of a personal day is subject to the following conditions:

5. If the employee does not return to work within seven (7) calendar days from the agreed upon return date, the employee shall be deemed to have abandoned their position and employment will be terminated.
6. If a leave of absence is for more than one semester, the employee shall not move on the salary schedule (lane and step) for the year and shall return to the same lane and step when returning to the district. However, if the employee took the leave of absence to further his/her education, they will be granted movement on the salary schedule (lane and step), as if they had not taken the leave of absence, based on the classes they have taken.

#### **4.6 MUTUALLY AGREED LEAVES (less than 20 days)**

Teachers may request a "leave of absence without pay" provided they have used all of their personal days, they complete the "leave of absence without pay" form, and they provide a two-week notice. Exceptions to the two-week notice may be granted by the district superintendent for the appropriate reason(s). Any "leave of absence without pay" for less than 20 days may be granted by the district superintendent and does require Board approval.

#### **4.7 BEREAVEMENT LEAVE**

Employees shall be allowed up to four (4) days of paid bereavement leave in the event of a death in the immediate family or household. Immediate family is: Spouse, domestic partner, parent(s), children, father-in-law, mother-in-law, parents-in-law, sisters-in-law, brothers-in-law, legal guardians, sister, brother, grandparents, grandchildren, aunt, uncle, first cousin, niece or nephew. Employees may utilize Two (2) sick leave days to attend the funeral of a person who is not a member of the immediate family or household.

Additional days may be granted at the discretion of the Superintendent in the event of necessary travel or other extenuating circumstances.

#### **4.8 JURY DUTY-SUBPOENAED WITNESS**

Any employee called for jury duty during working hours shall be excused from work. The employee will be paid his or her regular salary for the period of jury duty provided that he or she shall remit the per diem fee to Bartonville Grade School.

Any employee subpoenaed to testify during working hours in any judicial or administrative matter shall be excused from work. Employees subpoenaed to testify in work-related cases (for example, child abuse cases wherein the employee is called to testify concerning observations of the child at school) will be paid their normal salary for time away from school. Employees will not be paid for time spent in labor arbitration between the parties whether or not they have been subpoenaed. The Superintendent shall have the discretion of determining whether an employee subpoenaed to testify in a non-work related case (such as a divorce proceeding or a personal injury action) will receive his or

4. Promotion ceremonies – required unless ceremonies are scheduled on Saturday or Sunday
5. On days that teachers are not granted their traditional “duty free” lunch such as, but not limited to, field trips. Notification of early departure must be cleared through office.
6. Any time a teacher is required to return to school for an evening event.

For teachers who do not have a regular classroom and meet with students from several grades, attendance is required for 4 of the 5 events. All teachers are required to attend Parent Teacher conferences.

### **5.5 SCHEDULING**

The Board will make its best efforts to equalize the ratio of planning to instructional/supervision time among all staff and between the K-5 and 6-8 grade levels. The Association will receive a copy of the master schedule within five (5) days of its adoption by the Board.

### **5.6 NOTIFICATION OF ASSIGNMENTS**

All teachers shall be notified of their tentative teaching assignments by the building principal, or designee, before the final day of school when possible. If there is any change in teaching assignments, the teacher will be notified as soon as possible of the change. “Assignments” as referred to in the paragraph are defined as classes to be taught.

### **5.7 CLASS SIZE**

K-2 classrooms will contain no more than 28 students, 3-5 classrooms will contain no more than 29 students, and 6-8 classrooms will contain no more than 30 students unless a portion of the class includes CC students who are in the cross-cat room a portion of the day or they are a student who has paraprofessional support.

\*If a self-contained classroom reaches 30 students (including CC students) the class will be split or restructured.

**Specials** (for example PE, music, tech, but are not limited to these) will have a cap of 40 per class period (this includes all students, even those with support).

### **5.8 CLASS SIZE/LOAD COMMITTEE**

A committee consisting of at least 2 BEA and 2 Administrators/Board members shall meet after each NWEA/MAP assessment (3 time per year) to analyze current topics related to class size/load, including but not limited to staffing, physical space, scheduling, and workload.

- A teacher's failure to respond to an offer of a position under this section within fifteen (15) calendar days after receipt of the Board's registered letter to the teacher's most recent address will result in termination of the teacher's rights to recall.

Tiebreaking Procedure – In the event District seniority is equal between employees, the following procedures are to be utilized as a tiebreaker:

- 1) The teacher with the greater total employment service to the District will be retained.
- 2) If the tie remains, the teacher with the greater number of areas of certification pertinent to the needs of the District will be retained.
- 3) If the tie remains, the teacher with the most graduate credits beyond the Bachelor's Degree will be retained.
- 4) If the tie remains, the teacher with the greater number of total years of teaching experience (including teaching experience outside the district) will be retained.
- 5) If the tie remains, the teacher to be retained will be determined by the Board of Education.

Other – Other matters with regard to layoff and recall will be governed by School Code 24-11 and 24-12.

## **5.12 EVALUATIONS**

1. By the first day of student attendance, district administration shall inform each certified staff member that they are to be evaluated that school year. The procedures, standards and instruments to be used will also be shared.
2. Each tenured staff member shall be evaluated at least once every two years and all non-tenured teachers shall be evaluated annually.
3. The primary purpose of employee evaluation shall be the improvement of teaching/educational skills and all evaluation shall be conducted in good faith to this end and in accordance with the provisions of this agreement.
4. The teacher will complete the preconference form, prior to each formal observation. A preconference will be scheduled to go over the form.
5. A mandatory post conference will be held within ten (10) school days of the observation.

## **5.18 CALENDAR COMMITTEE**

A calendar committee will be made up of at least the superintendent and 2 BEA members. They will develop the following year's calendar. The superintendent will seek Board approval thereafter.

## **ARTICLE 6 JOB VACANCIES**

- 6.1** Any employee interested in being considered for another position in the event of a vacancy will provide the Superintendent with a letter indicating the position for which he or she would like to be considered. Such a person will be considered for vacancies should they arise.
- 6.2** Whenever Bartonville Grade School creates a new job or decides to fill a vacancy, it will post notice of the available position during the school year for 5 school days. Should a position become available during the summer all employees will be notified via email.
- 6.3** Employees considered under the procedure outlined above who are not selected to fill the vacancy will be notified as soon as possible after the vacancy is filled. They will be afforded an opportunity to discuss with the Superintendent the reasons for not being chosen for the vacancy.

## **ARTICLE 7 GROUP INSURANCE COVERAGE**

- 7.1** The Board of Education will provide \$200.00 per month towards an employee's individual health insurance. Cost beyond the \$200.00 per month will be on a 50/50 split basis for the employee individual plan only.

The Board will provide only \$230.00 per month towards any of the other three choices of coverage (i.e. employee/spouse, employee/child, or family). The Board will make dependent medical coverage available on a shared basis. The Board will pay \$30.00 monthly toward each dependent covered.

During the length of this agreement the Board of Education and the BEA agree to reopen negotiations in regards to insurance under the following conditions:

1. If, and/or when, Bartonville District #66 departs from the Central Illinois Educators Insurance Group, the terms of the Board's portion of payment towards health coverage for the employee will be renegotiated.
2. If there are extenuating circumstances regarding an employee's life situation and a change in choice of coverage is needed, the individual may petition the Board of Education to adjust this insurance agreement. The Board of Education will handle each situation on a case-by-case basis.

The Superintendent shall have ten (10) days to give a written answer, and a brief explanation of the reasons for the action or decision, to the grievant and to the representative of the Association.

**Step 3.** If a satisfactory settlement has not been reached in Step 2, the grievant shall have the right to request a hearing with the Superintendent. Such a hearing shall be attended by the Association representatives, the grievant, and the Superintendent. It shall be conducted within ten (10) working days after the receipt of such request. The grievant and the Association representatives shall be advised in writing of the time, place, and date of such hearing.

The Superintendent shall take action on the grievance within ten (10) days after the conclusion of said hearing. The action taken and the reasons for the action shall be reduced to writing and a copy sent to the grievant, the Association representatives, and the Board.

**Step 4.** If the action taken by the Superintendent does not resolve the grievance to the satisfaction of the grievant, the Association representative may appear by presenting notice of appeal, in writing, to both the Superintendent and the Board. Failure to file such an appeal within ten (10) working days from receipt of the written memorandum of the Superintendent's action on said grievance shall be deemed a waiver of the right of appeal.

The Superintendent shall place the matter on the Agenda for the next regular meeting of the Board. The aggrieved employees shall have the right to appear at the closed executive hearing on the grievance and may be represented by the Association representatives.

The Board shall act upon such appeal no later than its next regular meeting. The Board shall submit its decision or actions in writing to the grievant(s) and the Association within ten (10) days after the decision or action is taken.

**Step 5.** If the grievance has not been satisfactorily settled by the operation of the grievance procedure as outlined hereinabove, the Association shall have the right, upon written notification to the Superintendent and the Board within fifteen (15) days after the ANSWER IS GIVEN IN STEP 4, to submit the grievance to arbitration.

The parties shall make a sincere effort to mutually agree upon an arbitrator within ten (10) days after the notice is received. If the parties cannot agree upon an arbitrator, the Director of the Federal Mediation and Conciliation Service will be requested to supply a list of seven (7) arbitrators, from which list each party alternately shall strike one name; however, either party may reject the first list submitted in its entirety and request a second list. The Association shall strike first. On alternate arbitration cases when it is necessary to select an arbitrator in this manner, the Board shall strike first. The parties shall continue striking names until only one remains on the list and that person shall be the arbitrator.



## **ARTICLE 10**

### **ASSOCIATION MEETINGS AND INFORMATION**

- 10.1** The Association may have use of the bulletin board in the teachers' lounge and may place notice of meetings on the bulletin board in the office. The Association may also use the teachers' boxes to disseminate a reasonable amount of information, and may hold meetings in the building. Such meetings will be held only after notification to the Superintendent and receiving his permission as to time and convenience.

## **ARTICLE 11**

### **DURATION AND EFFECT**

- 11.1** The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. The terms and conditions may be modified only through the written mutual consent of the parties.
- 11.2** The terms and conditions of the Agreement shall be incorporated by reference into the individual contracts or employment agreements between Bartonville Grade School and its employees included in the bargaining unit with the same force and effect as is set forth therein its entirety.
- 11.3** Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect. The parties agree that they will abide by the law of the United States and the State of Illinois.
- 11.4** Within thirty (30) calendar days after ratification by both parties, the Board shall make available a clean copy of the Agreement. The Agreement will be reproduced in each bargaining unit employee handbook.
- 11.5** This Agreement shall be in effect on the first day following ratification by the members of the Board of Education and members of the Association and shall continue in effect for (3) three years until September 1, 2020 for all language items.
- 11.6** Negotiations on a new Agreement will begin when a request is received from the Association as of March of 2020.

## **ARTICLE 12**

### **NO INTERRUPTION OF SERVICE**

- 12.1** The Association agrees that there shall be no strike or other withholding of contractual services during the term of this Agreement.

Teachers who elect to receive this Early Retirement Incentive by submitting a timely resignation as provided above shall be entitled to an increase in salary during the final four years, three years, two years or one year of employment. Such teachers will receive the salary increase set forth in this Section 16.1 rather than the general negotiated salary increase during their last four, three, two or one year(s) of employment dependent on their elected ERI plan and will be paid as follows: The teacher's TRS Creditable Salary for the year preceding the onset of the elected ERI Plan shall be increased by three percent (3%) and each year thereafter, if applicable, for a maximum of four years. Additionally, the District will give the retiree an additional 3% per year in a post-retirement account. The retiree will have the choice of a lump sum or 403b contribution.

The district shall endeavor to spread the increase throughout the school year. However, the district retains the right to make necessary adjustments to monthly pay at any time during the last four years to insure that the total received by the teacher is consistent with this Section. For purposes of this Section, a Teacher's "TRS Creditable Salary" means the teacher's base salary together with all other amounts from all sources which are creditable earnings under TRS rules.

Notwithstanding the above, teachers who discontinue an extra-duty assignment during any of the elected plan years of employment shall have their yearly increase for that year reduced by the amount of pay for the extra duty assignment. The term "year" shall mean "school year" and not "calendar year".

In the event that a teacher's resignation date under this policy contemplated use of sick leave benefits for creditable service purposes and the teacher subsequently uses all or a portion of his or her available sick leave days and does not have enough remaining sick leave days available upon the contemplated retirement date to retire without discount, the teacher's resignation shall be automatically revoked and the teacher shall, subject to his or her health condition, continue employment until such time that he or she is eligible to retire at the end of a school year without a discounted annuity.

If any teacher receives benefits under this policy and subsequently fails to retire as contemplated herein, such teacher shall be obligated to reimburse the district for the amount of the incentive less what the teacher would have received had the teacher not been eligible for the retirement incentive

The retirement incentive shall be the lesser of 6% or the maximum retirement incentive permitted by law without the District incurring a penalty.

## **ARTICLE 16**

### **SALARY & COMPENSATION**

- 16.1** The District will offer a base salary of thirty-nine thousand one hundred (\$39,100) for the 2019-20 school year, forty-thousand (\$40,000) for the 2020-21 school year, forty-thousand five hundred (\$40,500) for the 2021-22 school year, and forty-one thousand (\$41,000) for the 2022-2023 school year.

## 2019-2020 Certified Salary Schedule

| Years     | BA       | BA+8     | BA+16    | BA+24    | BA+36    | MS       | MS+8     | MS+16    |
|-----------|----------|----------|----------|----------|----------|----------|----------|----------|
| 1         | \$39,100 | \$40,100 | \$41,100 | \$42,100 | \$43,100 | \$44,100 | \$45,100 | \$46,100 |
| 2         | \$40,100 | \$41,100 | \$42,100 | \$43,100 | \$44,100 | \$45,100 | \$46,100 | \$47,100 |
| 3         | \$41,100 | \$42,100 | \$43,100 | \$44,100 | \$45,100 | \$46,100 | \$47,100 | \$48,100 |
| 4         | \$42,100 | \$43,100 | \$44,100 | \$45,100 | \$46,100 | \$47,100 | \$48,100 | \$49,100 |
| 5         | \$43,100 | \$44,100 | \$45,100 | \$46,100 | \$47,100 | \$48,100 | \$49,100 | \$50,100 |
| 6         | \$44,100 | \$45,100 | \$46,100 | \$47,100 | \$48,100 | \$49,100 | \$50,100 | \$51,100 |
| 7         | \$45,100 | \$46,100 | \$47,100 | \$48,100 | \$49,100 | \$50,100 | \$51,100 | \$52,100 |
| 8         | \$46,100 | \$47,100 | \$48,100 | \$49,100 | \$50,100 | \$51,100 | \$52,100 | \$53,100 |
| 9         | \$47,100 | \$48,100 | \$49,100 | \$50,100 | \$51,100 | \$52,100 | \$53,100 | \$54,100 |
| 10        | \$48,100 | \$49,100 | \$50,100 | \$51,100 | \$52,100 | \$53,100 | \$54,100 | \$55,100 |
| 11        |          | \$50,100 | \$51,100 | \$52,100 | \$53,100 | \$54,100 | \$55,100 | \$56,100 |
| 12        |          |          | \$52,100 | \$53,100 | \$54,100 | \$55,100 | \$56,100 | \$57,100 |
| 13        |          |          |          | \$54,100 | \$55,100 | \$56,100 | \$57,100 | \$58,100 |
| 14        |          |          |          |          | \$56,100 | \$57,100 | \$58,100 | \$59,100 |
| 15        |          |          |          |          |          | \$58,100 | \$59,100 | \$60,100 |
| 16        |          |          |          |          |          |          | \$60,100 | \$61,100 |
| 17        |          |          |          |          |          |          |          | \$62,100 |
| Longevity | \$50,200 | \$51,800 | \$53,400 | \$55,000 | \$56,600 | \$59,200 | \$60,800 | \$62,400 |

## 2021-22 Certified Salary Schedule

| Years     | BA       | BA+8     | BA+16    | BA+24    | BA+36    | MS       | MS+8     | MS+16    |
|-----------|----------|----------|----------|----------|----------|----------|----------|----------|
| 1         | \$40,500 | \$41,500 | \$42,500 | \$43,500 | \$44,500 | \$45,500 | \$46,500 | \$47,500 |
| 2         | \$41,500 | \$42,500 | \$43,500 | \$44,500 | \$45,500 | \$46,500 | \$47,500 | \$48,500 |
| 3         | \$42,500 | \$43,500 | \$44,500 | \$45,500 | \$46,500 | \$47,500 | \$48,500 | \$49,500 |
| 4         | \$43,500 | \$44,500 | \$45,500 | \$46,500 | \$47,500 | \$48,500 | \$49,500 | \$50,500 |
| 5         | \$44,500 | \$45,500 | \$46,500 | \$47,500 | \$48,500 | \$49,500 | \$50,500 | \$51,500 |
| 6         | \$45,500 | \$46,500 | \$47,500 | \$48,500 | \$49,500 | \$50,500 | \$51,500 | \$52,500 |
| 7         | \$46,500 | \$47,500 | \$48,500 | \$49,500 | \$50,500 | \$51,500 | \$52,500 | \$53,500 |
| 8         | \$47,500 | \$48,500 | \$49,500 | \$50,500 | \$51,500 | \$52,500 | \$53,500 | \$54,500 |
| 9         | \$48,500 | \$49,500 | \$50,500 | \$51,500 | \$52,500 | \$53,500 | \$54,500 | \$55,500 |
| 10        | \$49,500 | \$50,500 | \$51,500 | \$52,500 | \$53,500 | \$54,500 | \$55,500 | \$56,500 |
| 11        |          | \$51,500 | \$52,500 | \$53,500 | \$54,500 | \$55,500 | \$56,500 | \$57,500 |
| 12        |          |          | \$53,500 | \$54,500 | \$55,500 | \$56,500 | \$57,500 | \$58,500 |
| 13        |          |          |          | \$55,500 | \$56,500 | \$57,500 | \$58,500 | \$59,500 |
| 14        |          |          |          |          | \$57,500 | \$58,500 | \$59,500 | \$60,500 |
| 15        |          |          |          |          |          | \$59,500 | \$60,500 | \$61,500 |
| 16        |          |          |          |          |          |          | \$61,500 | \$62,500 |
| 17        |          |          |          |          |          |          |          | \$63,500 |
| Longevity | \$52,800 | \$54,400 | \$56,000 | \$57,600 | \$59,200 | \$61,800 | \$63,400 | \$65,000 |

## Extra-Curricular Schedule 2020-2023

| Activity                        | Pay       |
|---------------------------------|-----------|
| Boys Baseball – Head            | \$1800    |
| Boys Baseball - Assistant       | \$660     |
| Track – Head Boys               | \$1500    |
| Track – Head Girls              | \$1500    |
| Declamations                    | \$1000    |
| 5/6 Cheerleading                | \$800     |
| 7/8 Cheerleading – Head         | \$2700    |
| 7/8 Cheerleading - Assistant    | \$1250    |
| 7/8 Boys Basketball – Head      | \$3500    |
| 7/8 Boys Basketball – Assistant | \$1250    |
| Girls Basketball – Head         | \$3500    |
| Girls Basketball - Assistant    | \$1250    |
| 5/6 Boys Basketball - Head      | \$1800    |
| 5/6 Boys Basketball – Assistant | \$660     |
| Girls Volleyball - Head         | \$2500    |
| Girls Volleyball - Assistant    | \$870     |
| Solo & Ensemble                 | \$800     |
| Student Council Sponsor         | \$1500    |
| Game - Disciplinarian           | \$20/game |
| Game - Ticket Taker             | \$15/game |
| Game - clock                    | \$15/game |
| Game - book-keeper              | \$15/game |
| Scholastic Bowl                 | \$1200    |
| Math Counts                     | \$600     |
| Power Hour/Bison Power          | \$25/hour |
| Book Club                       | \$500     |
| 8 <sup>th</sup> grade Sponsor   | \$500     |