

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**BROWN COUNTY COMMUNITY UNIT SCHOOL DISTRICT NO. 1**

**AND**

**BROWN COUNTY EDUCATION ASSOCIATION, IEA-NEA**

**FY2021-2022**

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**ARTICLE I**  
**RECOGNITION**

1.1 Recognition and Definition of Bargaining Unit

The Board of Education of Brown County Community Unit School District No. 1, Brown County, Mount Sterling, Illinois, hereinafter referred to as the "Board," hereby recognizes the Brown County Education Association/IEA/NEA, hereinafter referred to as the "Association," affiliated with the Illinois Education Association and the National Education Association, as the exclusive and sole negotiating agent for all regularly employed full-time and part-time licensed teachers, licensed guidance counselors, and licensed librarians, excluding the Superintendent, principals, and all other supervisory, managerial, and confidential personnel.

1.2 Part-Time Licensed Teachers

Licensed part-time teachers shall be included in the bargaining unit and subject to the terms and conditions expressed in this Agreement, unless otherwise stated, but their salaries and benefits shall be prorated based upon their fractionalized employment status.

1.3 Definition of Employee and Teacher

The term "employee(s)" or "teacher(s)", as used throughout this Agreement, shall be defined in accordance with the description of the recognized bargaining unit in Article I, Section 1.1.

**ARTICLE II**  
**EMPLOYEE AND ASSOCIATION RIGHTS**

2.1 Employee Rights

- A. Employees shall have the right to organize, join and assist the Association and to participate in collective bargaining with the Board. Employees shall also have the right to refrain from organizing, joining, and assisting the Association and to refrain from participating in collective bargaining with the Board.
- B. No reprisals shall be taken by the Board or the Administration against any employee because of the employee's participation in a grievance.

2.2 Personnel File

Each employee shall have the right to review the contents of his/her personnel file, subject to the following conditions:

- A. The Board shall provide the employee with the inspection opportunity within seven (7) working days after the employee makes the request.
- B. The employee shall not be entitled to inspect or review any materials exempted from such inspection under Section 10 of the Illinois Personnel Records Review Act.
- C. The employee's review of his/her personnel file shall take place during the normal working hours of the central unit office building. The Superintendent and/or his designee reserve the right to be present at such review.
- D. The employee shall not be entitled to remove any part of his/her personnel records from the personnel file.
- E. The Board shall grant at least two (2) inspection requests per employee in a calendar year.
- F. If the Employee disagrees with any information contained in his/her personnel file, the employee may submit a written statement explaining the employee's position. Said statement shall be attached to the disputed portion of the personnel record. Such attachment does not create any presumption that the Board agrees with its contents.
- G. After the employee has reviewed the contents of his/her personnel file, the employee may request that copies be made of specified information contained in the file. The Board shall charge twenty (20) cents per page for the cost of the reproduction.

### 2.3 Right to Representation

When any employee is required to attend a conference before the Board which is for the purpose of imposing discipline, or which is for the purpose of obtaining facts to be used for the imposition of discipline, the employee shall be entitled to have an Association representative present upon request. When such a conference is required by the Board, the employee shall be provided with at least twenty-four (24) hours written notice. Said notice shall be fulfilled if the Board sends written notice by certified mail to the employee's home address of record in the district's offices, or through personal service of the written notice upon the employee by a representative of the Board.

### 2.4 Dues Deduction

- A. Any member of the bargaining unit who has applied for membership in the Association may sign and deliver to the Board's business office an authorization for annual dues deduction. The appropriate authorization forms shall be provided by the Association. New authorizations shall remain in effect from year to year unless the employee revokes said authorization between September 1 and September 5th of any year.
- B. Pursuant to such authorization the Board shall deduct from the employee's paychecks for a period of nine (9) months, beginning in September of each year.

- C. The Board shall remit said deducted dues to the Association within ten (10) days following the pay deduction.
- D. The Board maintains no responsibility for collecting dues owed after cancellation of a deduction authorization; dues owed after termination of employment; dues when earnings are insufficient to cover the cost of dues; or during a leave of absence without pay.

## 2.5 Payroll Deduction

- A. Employees shall have the right to authorize payroll deduction for the following:
  - 1. Medical insurance premium and life insurance premium of policies or coverage offered by the employer;
  - 2. Tax Sheltered Annuity; District 403(b) plan employee elective deductions.
  - 3. IEA Credit Union.
- B. Except for changes in deductions for group health insurance coverage (for those employees electing to participate in the Employer's group health insurance plan) caused by changes in family circumstances, as allowed by the plan, or provided by law, such as marriage, divorce, birth of a child, and the like, Employees shall be limited to two (2) authorization changes per program per year. Such changes may occur only between September 1 and September 15, and January 1 and January 15. Changes shall be effective with the next payroll period following the month in which the change is made.

Example: An employee wishes to change payroll deductions September 10th. Such change in payroll deductions shall be effective for the month of October.

Wage deduction changes caused by changes in family circumstances may be made from time to time as they occur.

- C. A change in payroll deductions shall be defined as any increase or decrease in the amount of dues deducted or addition, modification or deletion of any payee.

## 2.6 Assistance for Control and Discipline of Students

The Board of Education and the Association shall establish a committee of teachers and administrators to review student disciplinary policies. The committee shall consist of three (3) teachers appointed by the Association and building principals. The committee shall make suggested recommendations to the Board of Education, which reserves to itself final control of disciplinary policies. This paragraph shall not preclude the Board of Education from utilizing a parent advisory group regarding student discipline. If neither party requests for the committee to convene, it will be deemed as automatically cancelled via mutual consent and neither party held liable.

## 2.7 Labor Management Council

- A. The Board and Association shall establish a Labor Management Council. Meetings shall be held at least twice per year (fall and spring). Each party shall name its own members, not to exceed 4. There shall be an agenda for each meeting. Either party may add items to the agenda, but to provide adequate time for information gathering, no item can be added to the agenda sooner later than 5 days in advance of the meeting, except by mutual agreement. Items shall be submitted to the superintendent for inclusion on the agenda. The Council shall establish its own rules, and name its own chair.
- B. Meetings shall be held at mutually agreeable times. The parties recognize that if Board members are assigned to the Labor Management Council, the meetings must be open to the public under the Open Meetings Act.
- C. Either party may terminate the Labor Management Council if it believes the meetings are not productive, but at least two meetings shall be held unless canceled by agreement of both parties. If neither party asks for the meeting, it will be deemed as automatically cancelled and neither party held liable. The Labor Management Council shall not engage in collective bargaining, but shall be used for information sharing, and presentation of problems or items of mutual concern.

## ARTICLE III

### ASSOCIATION RIGHTS

#### 3.1 Use of Bulletin Boards

The Board shall designate bulletin boards, which may be used by the Association for the posting of official business notices.

#### 3.2 Use of School Buildings

The local Association shall have the right, upon the approval of the Superintendent or his designee, to use the school buildings at times when school is not in session, provided that such meetings do not interfere with the instructional and/or extracurricular programs of the District or use previously confirmed by other groups prior to the Association request. All meeting areas and time for such meetings are subject to advance approval by the Superintendent or his designee.

#### 3.3 Right to Specified Information

##### A. Delivery of Board of Education Meeting Agenda

During the regular school year, a copy of the agenda of the Board of Education, if any, for regular and special meetings of the Board of Education shall be emailed to the Association President. During the summer months when school is not in session, a copy of the agenda for all regular and



special meetings will be emailed to the Association President the same time as mailing or delivery to Board members.

B. Delivery of Board Minutes

One copy of the official open Board minutes shall be emailed to the Association President within ten (10) days after the Board approves such minutes. Minutes will be posted to the [www.bchornets.com](http://www.bchornets.com) website upon approval and within ten (10) business days.

C. Request for Information

At the request of the Association president the Board agrees to furnish one copy of the following to the President of the Association or designee via email or a link to a public posting:

1. District's budget (5036)
2. Budget amendments
3. Annual financial report (5035)

## ARTICLE IV

### WORKING CONDITIONS

4.1 School Calendar

The superintendent along with the union president shall establish a school calendar of one hundred eighty (180) teacher responsibility days and additional emergency days as required by circumstances outside the control of the school district. Every effort, consistent with good education, will be made to limit the number of emergency days to the shortest span of time. The calendar shall be approved at the May school board meeting and released within 24 hours to staff.

4.2 Assignments

- A. Employees shall be given notice to their bchornets.com email at the end of the current year as well as notification of next year's tentative assignment on or before 15 days prior to the first day of the school year. In the event the Administration changes such assignments after this date, the teacher affected shall be notified and he/she may resign without penalty if the change is unacceptable; provided, however, that the resignation must occur on or by the fifth day before the first day of student attendance at the beginning of the school year.
- B. Organization, reorganization, and assignment of instruction responsibilities in all facets of curriculum is expressly reserved to the Board.

#### 4.3 Traveling Employees

- A. Employees who are required to use their own vehicles for official district business shall be reimbursed at the maximum rate allowed by IRS. The superintendent shall have the sole authority to determine whether any trip qualifies for such reimbursement. Reimbursement for mileage will not be allowed when the district provides transportation. For example, coaches who elect to drive to athletic events will not be entitled to reimbursement when space is available in district vehicles.
- B. Employees who are required by the Board to travel between district schools during the course of the normal workday shall be reimbursed at the maximum rate allowed by IRS.

#### 4.4 Employee Work Day

- A. The Administration at each attendance center shall establish and post a starting and ending time for the normal school day. The employee workday will begin at 7:45 am and end at 3:15pm with the following exceptions:
  - 1. Parent-teacher or student-teacher scheduled conferences or meetings. The administration shall endeavor to obtain State Board approval of Parent Teacher Conferences for the following: Parent-teacher conferences will be held on two consecutive days. On both days school will be dismissed one hour early. Conferences will be scheduled as three consecutive evening hours. Those hours may be set by each building and may run from 4:00 PM to 7:00 PM on successive Wednesday and Thursday evenings as set by the annual school calendar. School will not be in session the Friday following the second evening of conferences
  - 2. Faculty meetings, as scheduled by the Administration
  - 3. Extra-Curricular Assignments
  - 4. Bus supervision, when required by the Administration
  - 5. Other emergencies which, in the opinion of the Administration, affect the safety or well-being of the students
  - 6. IEP or 504 plan conferences or hearings when meetings with the parent(s) cannot be scheduled during the student school day
  - 7. Open House
- B. On days preceding official District holidays or in the case of an early dismissal of school, the teachers shall be allowed to leave when students are dismissed, provided that all professional responsibilities are met and there is no further need for student supervision.
- C. All employees shall be entitled to a (30 minute) duty free lunch in accordance with Section 24-9 of *The School Code of Illinois*.

#### 4.5 High School and Middle School Teaching Load

Full time teachers who work exclusively at the High School and Middle School will have a teaching load of no more than seven (7) classes per day in an eight (8) period day.

The preceding paragraph shall not apply to teachers in the following positions or subject matters:

Traveling teachers of speech, art, music, library, guidance, PE and computer;

Teachers whose duties are derived from IEPs, such as LD/BD; and

Teachers whose duties include instruction of elementary students.

#### 4.6 Elementary School

The Administration will endeavor to schedule at least two hundred (210) minutes of preparation time per regularly scheduled week for full-time elementary teachers and traveling teachers, within the constraints of staffing levels.

#### 4.7 District Wide Traveling Teachers

Full time traveling teachers of speech, art, music, library, guidance, P.E. and computers will have a minimum of 170 minutes weekly regularly scheduled preparation time (excluding travel time). The district will endeavor to allow a total of 200 minutes.

#### 4.8 Extended Contract

The School Counselor(s), Agriculture Teacher and Special Education Coordinator will have an extended contract of additional days of employment paid at their daily rate per Article VIII of this agreement per school year in order to complete all required duties related to such positions. The High School Counselor will have an additional 20 days, the District Counselor will have an additional 5 days, the Agriculture Teacher will have an additional 60 days or 400 hours, and the Special Education Coordinator will have an additional 9 days.

#### 4.9 Educator Cell Phone Usage

Educators' cell phone should only be used for instructional purposes during class time. Personal use should be limited to non-supervisory time except during emergency situations. The exception would be Physical Education Teachers who have a need to use their personal cell phone for communication with the office when they are outside or in the weight room.

**ARTICLE V**  
**EVALUATION**

5.1 Evaluation Plan

District shall comply with the relevant provisions of the Illinois School Code, including, but not limited to, the Performance Evaluation Reform Act.

5.2 Introduction to Plan

By the first day of student attendance, the Administration shall provide written notice of the evaluation process, the rubric, and the possible evaluators. Any new employee hired after the general evaluation procedure meeting shall be acclimated to the general evaluation procedure not later than thirty (30) days after employment.

Any employee employed at the time of the general evaluation meeting shall be required to attend the meeting as scheduled.

5.3 Non-tenured Teachers

A formative observation of a non-tenured teacher beginning employment before December 1 of any year will be conducted at least two (2) times per school year. There will be one (1) summative evaluation following the two (2) formative observation post-conferences. Any non-tenured teacher beginning employment after December 1 of any year shall receive at least one (1) formative observation and post-conference and one (1) summative evaluation.

5.4 Tenured Teachers

At least once every two (2) school years, each tenured teacher shall receive a minimum of at least two (2) or three (3) formal observations, depending on the results of the most recent past summative evaluation, and at least one (1) written summative evaluation.

No later than September 1, 2022, each school district must establish a teacher evaluation plan that ensures that each teacher in contractual continued service whose performance is rated as either "excellent" or "proficient" is evaluated at least once in the course of the 3 school years after receipt of the rating (rather than at least once in the course of every 2 school years) and establish an informal teacher evaluation plan that ensures that each teacher in contractual continued service whose performance is rated as either "excellent" or "proficient" is informally evaluated at least once in the course of the 2 school years after receipt of the rating.

5.5 Procedures

A. Pre-Classroom Visit: Prior to each formal classroom observation, the evaluator shall meet with the teacher to discuss areas to be observed.

- B. Classroom Visit: Results of at least the minimum number of formal classroom observations provided for in 5.3 and 5.4 above shall be in writing, with a copy to be given to the teacher, and shall be preceded by an in-class observation of the teacher's performance.

Formal classroom visits for observation purposes shall be no less than forty-five (45) minutes in duration, and may extend beyond a single day. No formal observations will take place during the first week of school or the first week of a new semester.

- C. Post-Observation Conference: The evaluator will meet with the teacher to discuss the classroom observation within ten (10) school days of the last classroom observation unless mutually agreed upon by both parties, or unless delayed by emergency or illness.
- D. Other Types of Assignments: For teachers whose duties do not include classroom instruction, or whose duties involve substantial responsibilities in addition to classroom instruction (for example, guidance, social worker, librarian or media specialist) other observations may be utilized in lieu of classroom observations.
- E. Informal Observations: Other formal or informal observations of a teacher's performance regarding any aspect of the teacher's responsibilities may be included on the teacher's evaluation.

#### 5.6 Needs Improvement

Within 30 school days after the completion of a summative evaluation rating a teacher in contractual continued service as "needs improvement", the evaluator, in consultation with the teacher, and taking into account the teacher's ongoing professional responsibilities including his or her regular teaching assignments, will develop a professional development plan directed to the areas that need improvement and any supports that the district will provide to address the areas identified as needing improvement or unsatisfactory.

#### 5.7 Evaluation Plan Review

- A. Until the Evaluation Joint Committee has convened, the Teacher Evaluation Plan may be reviewed by a committee (hereinafter "the EPC") of three at least (3) representatives of the Administration and at least three (3) representatives of the Association. Either party may request the review and subsequently alter or change the presently utilized plan through mutual agreement of the committee.
- B. Once the EPC has completed tentative evaluation plan(s), they shall submit the same to the Association and Administration for review not to exceed thirty (30) days.
- C. Following the review, the plan may be sent back to the EPC for further clarification.
- D. A clearly defined set of criteria/explanations will be an integral and essential component of the evaluation plan. Said component will determine how the evaluated employee is to be rated. Clear and objective outcomes to the criteria will be used to determine final rating.

- E. The EPC shall not start the 180-day clock defining implementation by Illinois Public Act 96-861. Upon the convening of the Evaluation Joint Committee, the EPC shall dissolve and in every way cease existence and meaning, such that this provision of the contract (5.7) shall be severed from this agreement and cease in terms and effect. The parties intend this to be a specific and explicit waiver of *status quo*, such that in the event no agreement is reached to extend 5.7 into future agreements, *status quo* shall read the contract as though 5.7 does not exist.

## 5.8 Board Responsibility

It shall be the Board's sole responsibility for the creation of the evaluation plan in consultation with the evaluation joint committee as defined by the rights and responsibilities defined within Illinois Public Act 96-861, and to assess each teacher subject to the above procedural requirements.

## ARTICLE VI

### Reductions in Force

#### 6.1 Seniority

- A. Seniority shall be defined as total years of continuous service in the district as a licensed employee. Part-time employees shall accrue seniority on a pro-rata basis. Unpaid leaves of absence and layoff periods during which recall rights exist shall not be counted in determining seniority but shall not be deemed a break in service such that an employee recalled or returning from an unpaid leave granted by the Board shall be deemed to have lost seniority. Seniority is lost upon an employee's resignation, dismissal, or retirement from the district.
- B. Seniority Tie Breakers

If the total years of continuous service in the district are equal between two or more employees, seniority shall be determined by reference to the following tiebreakers in the following order:

1. Total service in the district, whether or not continuous;
2. Higher lane placement on the salary schedule;
3. Earlier hiring date;
4. Lottery.

- C. Groupings List - The groupings list shall include employee date of hire.

#### 6.2 Dismissal Order

In the event of a reduction in force, employees shall be dismissed in order required by law present as of the time of such reduction.

**ARTICLE VII**  
**GRIEVANCE PROCEDURE**

7.1 Definitions

- A. A "grievance" shall be defined as a claim by a teacher that there has been an alleged violation, misinterpretation, or misapplication of the terms of this Agreement.
- B. All references to days shall mean school days, except that between the end of the school year and the beginning of the next school year, days shall mean days when the district's business offices are open.
- C. Nothing contained herein shall be construed as a limitation upon the right of individual teachers or a group of teachers to present grievances to their employer and have them adjusted without intervention of the Association if the adjustment is not inconsistent with the terms of this Agreement and the Association has been given the right to provide a response prior to final adjustment of the grievance(s).
- D. A written grievance filed under this Article shall contain the following:
- It shall be signed and dated by the grievant or grievant;
  - It shall contain a synopsis of the facts giving rise to the alleged violation;
  - It shall be specific as to the Article, Section, or Subsections of the contract alleged to have been violated;
  - It shall contain the date of the alleged violation;
  - It shall specify the relief requested.
- E. If the grievant does not file a grievance in writing with his or her immediate supervisor within twelve (12) days of the alleged occurrence of the event giving rise to the grievance, then the grievance shall be considered as waived and time barred.

7.2 Procedure

The parties hereto acknowledge that it is usually most desirable for an employee and the immediately involved supervisor to resolve problems through free and informal communications.

If, however, such informal processes fail to satisfy the employee, a formal grievance must be processed as follows:

Step A. The grievant shall present the grievance in writing to his or her immediate supervisor within twelve (12) days of the occurrence of the event giving rise to the grievance. The immediate supervisor shall arrange for a meeting to take place within ten (10) days of the receipt of the grievance. Within ten (10) days of the meeting, the supervisor shall provide a written answer to the grievance.

Step B. If the grievance is not resolved at Step A, the grievant may refer the grievance to the Superintendent or official designee within ten (10) days after the receipt of the Step A answer. The Superintendent shall arrange for a meeting to take place within ten (10) days of receipt of the appeal. Within ten (10) days of the meeting, the grievant shall be provided with the Superintendent's written response.

Step C. If the Association and grievant are not satisfied with the disposition of the grievance at Step B or the time limits expire without the issuance of the Superintendent's written reply, the Association may submit the grievance to final and binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association, which shall act as the administrator of the proceedings. If a demand for arbitration is not filed within thirty (30) days of the date for the Step B answer, then the grievance shall be deemed withdrawn.

1. The arbitrator may interpret this agreement and apply it to the particular case submitted to him; but he shall, however, have no authority to add to, subtract from, or in any way modify the terms of this agreement; nor shall he have any authority to limit or change any policies, practices or rules, except as they involve an application of this agreement; nor shall he have any authority to formulate or add any policies, practices or rules, except as they involve an application of this agreement; nor shall he have any authority to formulate or add any new policies or rules; nor substitute his discretion for the Board's discretion in cases where the Board is given discretion by this agreement.
2. Each party shall bear the full costs for its representation in the grievance procedure.
3. If either party requests a transcript of the proceedings, that party shall bear full costs for that transcript. If both parties order a transcript, the costs of the two (2) transcripts shall be divided equally between the Board and the Association.
4. Each party shall share equally the cost of the arbitrator and the American Arbitration Association.

### 7.3 Additional Information

- A. Failure of an employee or the Association to act on any grievance within the prescribed time limits will bar any further appeal. An administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. Time limits may be extended by mutual consent.



- B. Any investigation handling, or processing of any grievance by the grievant or Association shall be conducted so that instructional programs and related work activities of the grievant or the teaching staff are not interrupted.
- C. Step A of the grievance procedure may be bypassed, and the grievance brought directly to Step B if mutually agreed upon by the employee and the Superintendent.
- D. If the grievance involves a class or group of employees, the grievance may be initially filed by the Association at Step B. Under this clause, the Association is subject to the time bar expressed in 7.1(E) as if it were an individual grievant.
- E. The Board acknowledges the right of the teacher to have a local Association representative present, if the grievant requests one, at Step A, and any Association representative present, if one is requested, at Steps B and C. In any case, the Association shall be provided with an opportunity to file a response before final adjustment of grievances in the formal steps.
- F. With the Superintendent's approval, the grievant may be released from his/her regular assignment without loss of pay or benefits to attend the meetings specified in 7.2 (A-C).
- G. All records related to a grievance shall be filed separately from the personnel files of the teachers.
- H. A grievance may be withdrawn at any level without establishing precedent.
- I. If the Association or any employee files any claim or complaint in any other forum other than under the grievance procedure of this Agreement, then the Board shall not be required to process the same claim, complaint, or set of facts through this grievance procedure.

## **ARTICLE VIII**

### **SALARY AND FRINGE BENEFITS**

8.1 There will be no merit pay or bonuses paid to any licensed employee based on student achievement or teacher performance. This provision does not include anyone outside the bargaining unit.

8.2 Salary Schedule

Appendix A (2021-2022)

8.3 Salary Limitation

No teacher within 10 years of first becoming eligible to retire under the Teacher Retirement System (to be determined on an individual basis) shall be permitted to receive an increase in credible earnings greater than 3% of the teacher's prior year's credible earnings. It is the intention of the parties hereto that any payment or benefit provided by the district to the teacher shall not generate compensation which exceeds any existing cap with regard to the Teacher Retirement System regulations which would require the district

to pay any penalty or make an additional contribution to TRS on behalf of the teacher that the district is not otherwise obligated to make.

The text of this provision assumes that all teachers are employed full-time, and that their percentage of employment and work duties will remain the same during the period. If a teacher's percentage of work decreases, salary will be decreased commensurate with the reduced work percentage. If the law would be changed either lowering or raising the cap this paragraph would be reopened for negotiation.

#### 8.4 Extra-Curricular - Appendix D (2021-2022 only applicable)

#### 8.5 Insurance and Section 125 Plan

- A. The Board shall continue a Section 125 Plan (cafeteria plan) consistent with the Internal Revenue Code. Each employee shall have the option under the Section 125 plan to elect to divert part of his or her untaxed earnings necessary to pay the cost of district's health and/or vision plan premiums; to the extent such premiums are not paid by the Board.
- B. The Board shall contribute to the Section 125 plan, only for those full-time teachers employed by the district prior to the beginning of the 2002-2003 school year who chose not to participate in the district's health insurance plan, the sum of \$2,340 per school year to the account of each employee, which the employee may receive as taxable salary.
- C. For all other employees who are full time, the Board shall make a monthly contribution to the cost of district health insurance in the sum of **\$7020 annually or the full cost of an individual employee premium whichever is less.** Such employees may choose to not participate in the district health insurance plan, thus forfeiting the district's contribution. 50% of the dollar amount of the INCREASED cost in the monthly premium will be paid by the district and 50% of the dollar amount of the INCREASED cost in the monthly premium will be paid by the employee. Example: Previous year cost = \$585 for individual employee, but next year's premium cost is increased to \$595. So the District will still pay the \$585 plus they will also pay \$5 of the additional new cost totally their share at \$590 and the employee will pay \$5 of the additional new cost of the premium.
- D. The Board agrees to provide on behalf of each employee fifty thousand dollars (\$50,000) in life insurance annually during the term of this agreement.

#### 8.6 Internal Substitution

If the Administration requires a teacher to supervise because a teacher was absent, the Board agrees to reimburse the teacher according to the extra-curricular salary schedule of the current year.

When an exceptional teacher (e.g. L.D., Speech, Title I) is absent this section will not apply.

## 8.7 Salary Payment

- A. Pay may be in the form of direct deposit to the banking institution of the employee's choice. By consent, the employees subject to this agreement hereby agree to and authorize direct deposit as process for wage payments.
- B. Direct deposit shall be deposited on a bi-monthly basis; on the 15<sup>th</sup> and 30<sup>th</sup> day of the month. Should a bank holiday fall on a payroll date, funds will be made available the day prior to the holiday. As long as the bank is open for business, pay dates would not change.

## 8.8 Mileage Payment

Approved mileage claims turned in on the appropriate form by the last instructional day (or business day for the Board of Education office) of the month, shall be paid on or before the 15<sup>th</sup> of the next month.

## 8.9 Extra-Curricular Payment

Employees who are sponsors or coaches of extra-curricular activities shall have the option of being paid evenly throughout the year, or upon completion of the activity. Coaches and sponsors who do not notify the office will be paid at the conclusion of the sport or activity. Payment for claims turned in prior to the last business day of the month, shall be made by the 15<sup>th</sup> of the next month. If a teacher leaves employment before performing the extra duty, the district shall have the right to recover the overpayment by deduction from wages, or otherwise.

## 8.10 Contractual Employees

Due to the inability of Brown County Community Unit School District #1 to secure the services of some specific qualified professional employees such as Speech/Language Therapists on the current salary schedule, appropriately qualified personnel may be employed by the Brown County School District CUSD#1 at a starting salary independent of the current salary schedule. Personnel employed under this stipulation will receive the same commensurate salary increases and benefits as the other teachers in the collective bargaining agreement for the duration of the contract. They will also be expected to provide their specialized services during the regular school year and any necessary summer services at no additional cost to the district. This includes completion of all necessary paperwork, preparation for and attendance at necessary staffing and parent meetings, and delivery of specialized services to district students. They will also be required to comply with the district's work rules and conditions of employment that apply to the district's licensed employees.

## 8.11 Initial Salary Placement of Experienced Teachers

Years of experience in Illinois public school districts and ISBE-Recognized private schools shall be counted, measured to the nearest full year, based upon full time equivalency. Part-time experience of less than half-time shall not be counted. Licensed staff will be placed on the salary schedule equal to years of experience.

#### 8.12 Requirements for the Professional Staff Development Plan

1. Each licensed staff member will participate in professional development activities and teacher collaboration teams. Activities may consist of individual work, same/cross grade level groups, same/cross subject area groups, or special topic groups.
2. Each teacher must participate in professional development and district-wide in-service activities. The application of these professional development activities must be implemented by all teachers as they relate to their curricular areas.
3. Updated curriculum maps shall be submitted to the building principal at the end of each school year. Curriculum must be aligned to state standards.
4. Teachers must maintain necessary licensure with the Illinois State Board of Education.
5. School Improvement Days will be used to provide Professional Development activities.

#### 8.13 Additional Reimbursement for Licensure, Endorsements and Qualification

Any teacher wishing to do so may advise the Superintendent, in writing, of desire to become so endorsed or licensed through an approved program from a provider as approved by the Illinois State Board of Education for the preparation of such Illinois Professional Educator License or endorsement on a PEL that will enhance or is substantiated by current responsibilities and/or endorsement, and be entitled to additional reimbursement as follows:

- A. The Teacher shall provide a plan to the Superintendent for approval by the Board of Education setting forth how and when the Teacher will become licensed or qualified in the areas specified by the Superintendent, and good faith estimate of reimbursable expenses, as set forth below.
- B. Upon approval and completion of each semester or term of post-secondary coursework by the teacher, and submission of the employee's official transcript from the institution showing at least a B or better on their transcript for approved coursework, the Board shall reimburse to the teacher the expenses incurred by the teacher in accomplishing the plan to that date, as set out in paragraph 8.10(C), subject to the availability of and budgeting of funds to be used for reimbursement by the Board.
- C. Reimbursable expenses shall be limited to those incurred after approval of the plan by the Superintendent, at the rates set out below:
  1. Tuition charges not to exceed \$200 per credit hour with a 12-hour limit per calendar year (August 1 through July 31)
  2. Books, fees, and other required materials set forth in the course syllabus not to exceed \$60 per course

### Salary Scale Placement

- A. Any teacher employed by the district who are currently receiving TRS retirement benefits will receive the same commensurate salary increases and benefits as the other teachers in the collective bargaining agreement for the duration of the contract.
- B. Teachers who attain official recognition through the Illinois State Board of Education as a Nationally Board-Certified Teacher who meets the National Board for Professional Teaching Standards (NBPTS) shall be awarded an additional eight (8) hours of education credit for placement in the next column of the salary schedule. Teachers who obtain NBCT status after the effective date of this contract, placement on the salary schedule will occur the first pay of the school year after providing NBCT certification to the district.

#### 8.14 Notice of Intent to Retire

Teachers with fifteen or more years of consecutive service in the district are eligible to receive additional benefits under the terms of this Early Retirement Incentive (ERI) as they approach retirement. To be eligible for the ERI, the teacher must retire during a specified window period. Specifically, the teacher may receive this ERI if he or she retires at the end of a school year beginning with the school year that he or she is eligible to receive a retirement annuity from TRS and ending at the first of the following to occur:

- 1) at the end of the school year in which he or she first becomes eligible for a non-discounted annuity from TRS (including applicable credit for military services, or alternate pension systems); or
- 2) at the end of the school year (July 1 – June 30) in which the teacher reaches age 60. In determining these dates, teachers must consider and utilize all or part of their available sick leave for creditable service purposes in TRS.

To receive the additional compensation available under this Early Retirement Incentive, eligible employees must deliver a non-revocable letter of resignation without contingency to the Superintendent no later than March 1st prior to the school year the incentive will begin. The letter of resignation must reference an intent to retire under this Early Retirement Incentive Policy, whether the teacher's elected ERI plan is for four years, three years, two years or one year, and be accompanied by the TRS member requested "Personal Statement of Benefits" and a "Benefit Estimate" indicating total years of service.

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 two years or one year of employment. Such teachers will receive the salary increase set forth in this Section 8.12 rather than the general negotiated salary increase during their last 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 five percent (5%) and each year thereafter, if applicable, for a maximum of two years.

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 two years to ensure 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 5% or the maximum retirement incentive permitted by law without the district incurring a penalty.

#### 8.15 TRS Contributions

The Board of Education will pay as a benefit 9% of the teacher's gross salary and forward the same to the Teacher's Retirement System of the State of Illinois in accordance with law and the provisions of the Internal Revenue Code 414(h)(2).

The Board of Education will deduct .92% or the recommended percentage from TRS for the T.H.I.S. program from the teacher's gross salary and forward the same to the Teacher's Retirement System of the State of Illinois in accordance with law and the provisions of the Internal Revenue Code 414(h)(2).

#### 8.16 403(b) Plan

A 403(b) Plan is available for employees.

## ARTICLE IX

### LEAVES

#### 9.1 Sick Leave

- A. Teachers shall be entitled to sick leave in the following allotments:
- | <i>Years of consecutive service<br/>To the Brown County School District</i> | <i>Sick Leave<br/>Allotment</i> |
|---|---------------------------------|
| 1-15 years  | 12 days                         |
| 16-20 years   | 16 days                         |
| 21-25   | 20 days                         |
| 26 years-retirement   | 25 days                         |
- B. Unused sick leave shall accumulate with no limit.
- C. Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household.
- D. For sick leave, “immediate family or household” shall include parents (including in-law and step), spouse, domestic partner, siblings (including in law and step), children (natural, adopted, foster, step or in law), grandparents (including step or in law), grandchildren (including step or in law), and legal guardians.
- E. The Superintendent and/or his designee shall monitor the use of employees’ sick leave. After an absence of three (3) consecutive days for personal illness, the employee may, at the Superintendent’s discretion, be required to furnish a physician’s certificate of treatment. This does not limit the right of the Board of Education to require examinations of employees under the School Code. In the case of an examination required by the district, the cost of the examination shall be at board expense.
- F. Excessive absenteeism or a recurring pattern of absenteeism under this clause shall be reviewed by the Superintendent and/or his designee. The Superintendent may, in his own discretion, request at any time a physician’s statement from an employee suspected of abusing sick leave. The Superintendent may also require an examination by a physician specified by the district. In the case of an examination required by the district, the cost of the examination shall be at Board expense.

#### 9.2 Personal Days

Upon request to the Superintendent or his designee, teachers may be allowed (three 3) personal days per school year, subject to the following conditions:

- A. At least three (3) days prior written notice must be given to the principal.
- B. Teachers shall be allowed to maintain the confidentiality of the reason(s) for said leave.
- C. Personal days, if available, may be taken for sick leave, if sick leave benefits are not available.

- D. Unused personal days shall be added to the teacher's accumulated sick leave on or before June 30 of each year.
- E. Personal days cannot be taken during the first week and the last week of the school year without advance written permission of the Superintendent or his designee.
- F. All personal days granted must be taken in increments of at least one-half day at a time.
- G. No more than five (5) teachers per district may be granted personal days on the same day. Personal days will be awarded on a first-come, first-serve basis.
- H. In the case of an emergency, the above listed conditions may be waived, at the sole discretion of the Superintendent or his designee. If a teacher does not agree with the Superintendent or his designee, the teacher may appeal to the Board.

### 9.3 Bereavement Leave

- A. Each employee shall be granted three (3) days of bereavement leave if a death occurs in his/her immediate family. For the purposes of this section, "immediate family" shall be defined as parents (including in-law and step), spouse, domestic partner, siblings (including in law and step), children (natural, adopted, foster, step or in law), grandparents (including step or in law), grandchildren (including step or in law), and legal guardians. Unused bereavement leave shall not accumulate. The district will not limit the number of times this policy is used. However, the District Superintendent, or his designated representative, has the right to request evidence of immediate family relationship and/or the need for such leave to be granted.
- B. If further days are needed, with the approval of the Superintendent, sick days can be used for the purposes of out-of-town funeral arrangements or attendance. Sick leave can be used for relatives and close friends, not to exceed two (2) days per incident.

### 9.4 Leaves of Absence

Leaves of absence without pay may be granted to tenured teachers upon making application and receiving the approval of the Board. Each approved leave of absence shall be of the shortest possible duration required for the leave and shall be consistent with a reasonable continuity of instruction for students.

Leaves of absence without pay may be granted to tenured teachers for up to a maximum of one (1) full year, according to the following conditions:

- A. Written requests for a leave of absence without pay should be made at least ninety (90) days before the leave is desired, and all such leaves are subject to final approval of the Board.
- B. Dates of departure and return must be acceptable to the Board and Administration and shall be determined in advance of any leave granted.



- C. A teacher granted a leave of absence scheduled to end at the end of the school year must inform the Superintendent of his/her desire to return to work, in a position for which he/she is qualified, no later than February 15. A teacher granted a leave of absence scheduled to end at a time other than the end of the school year shall notify the Superintendent of his/her desire to return to work, in a position for which he/she is qualified, at least ninety (90) days prior to the scheduled ending date.
- D. Leaves of less than one (1) month, if acceptable and approved by the Superintendent, shall not require Board approval or three (3) months' notices.
- E. A tenured teacher on approved leave of absence may continue insurance benefits, provided the insurance carrier deems it acceptable, and the full cost of the insurance premium is paid by the teacher on monthly dates established by the Administration.

#### 9.5 Association Leave

The Association shall be allowed three days paid leave district wide per school year. However, the third day may only be used for the IEA assembly. Said leave is limited to a maximum of two (2) days per school year unless a teacher is elected to the IEA assembly, in which case the leave will be extended to a third day. (Example: 1 employee X 2 days = maximum of 2 days. OR 1 employee X 3 days for the IEA Assembly = maximum of 3 days. The Association or teacher involved shall notify the Superintendent at least ten (10) school days prior to the intended use of such leave.

#### 9.6 Professional Leave

The Superintendent or his designee may authorize professional leave without any pay deduction for attendance of teachers at professional meetings and conferences dealing with the teacher's subject area.

One professional day will be allowed in conjunction with a teacher's vacation, provided the teacher has used two personal days and will be responsible for providing a lesson plan for his/her curriculum. The lesson must be presented to the staff member's class at an appropriate time during the remaining school year or the following school year. The lesson plan must be presented to the building administrator within two weeks of the use of the professional day.

If the teacher chooses not to complete the above option, then the teacher will have this be an unpaid dock day.

The decisions to approve or deny requests for professional leave, and the length of absence for such a leave, is vested in the unilateral discretion of the Superintendent or his designee.

Teachers on approved professional leave shall be reimbursed for the reasonable, approved expenses of registration fees, meals, lodging, and travel.

## 9.7 Emergency Leave

In the event that an emergency arises during the course of the teacher's work day, the teacher may be allowed to attend to said emergency after gaining the approval of the Superintendent or his designee. Upon approval of the Superintendent or his designee, the teacher will be released without loss of pay or benefits. Every effort will be made to limit the leave to times when the teacher is not involved in instructional activities, and the leave may be limited as deemed necessary by the Superintendent or his designee.

It is understood by the parties that the Superintendent or his designee are vested with the discretion to determine which circumstances qualify as an emergency, and that the denial of emergency leave is not subject to the grievance procedure.

## 9.8 Courtesy Leave

With the approval of the Superintendent or her designee, teachers may be authorized courtesy leave following dismissal and after student supervision responsibilities have been met i.e., in the last fifteen (15) to thirty (30) minutes of the normal workday.

Teachers may cover for each other for partial day absences to meet appointments or for personal business. Such courtesy coverage shall be made with the full approval of the building administrator with at least one (1) hour notice unless the situation is an emergency and then immediate notice should be provided to the supervisory staff. Licensed staff providing coverage for each other shall not receive additional compensation, as this is a part of the courtesy clause. If no arrangement for a "swap" has been made with another teacher, the employee shall take a minimum of ½ day personal or sick day (whichever applies).

## 9.9 Family and Medical Leave Act

An eligible employee may use unpaid family and medical leave (FMLA leave), guaranteed by the federal Family and Medical Leave Act, for up to a combined total of 12 weeks during a 12-month period. The "12-month period" is measured backward from the date the employee uses any FMLA leave allowed by the Family and Medical Leave Act. Provided, however, during a single 12-month period, an eligible employee's FMLA leave entitlement may be extended to a total of 26 weeks of unpaid leave to care for a covered service member (as defined by applicable law) with a serious injury or illness."

This reference to the Family and Medical Leave Act does not constitute a waiver by the employer or any employee of their rights under the Family and Medical Leave Act.

The employer may (but is not required to) require employees to use paid leave concurrent with and during leave under the Family and Medical Leave Act.

## 9.10 Sick Leave Bank (SLB)

### A. ELIGIBILITY

A staff member is eligible for the SLB if, the staff member:

- a) Is currently enrolled as a member of the SLB
- b) Has exhausted his/her accumulated sick leave
- c) Is absent from work because of a catastrophic illness of his/her person or parents (including in-law and step), spouse, domestic partner, siblings (including in law and step), children (natural, adopted, foster, step or in law), grandparents (including step or in law), grandchildren (including step or in law), and legal guardians.
- d) Catastrophic illness or injury is as determined by the committee established under Operational Guidelines. Examples include, but are not limited to cancer, heart-attack, car accident, surgery, etc. This program is not to be used for short-term illnesses.

**B. PARTICIPATING STAFF MEMBERS**

**a) Enrollment**

New staff members shall be provided with information relative to SLB at the time of the initial employment and following completion of one (1) year of employment from their initial date of employment, shall become eligible to enroll in the SLB during the following open enrollment period. Once every year, staff members not enrolled in SLB will have the opportunity to enroll in SLB through an open enrollment. Staff members will be notified of the open enrollment period by August 1 of each school year. Enrollments shall be filed with the Business Office.

**b) Withdrawal**

A participating staff member may withdraw by giving written notice of withdrawal to the office of the superintendent. The withdrawal shall not be effective until the next open enrollment period following the withdraw request. Until the effective date of withdrawal, the participating staff member shall be subject to the assessment provisions set forth herein. A participating staff member who withdraws forfeits all days contributed to the reserve and cannot resume participation at a later date until the next open enrollment period.

**c) Retirement or leaving the district**

Upon retiring or leaving the district, members who have sick leave days beyond those utilized for retirement may donate those remaining days to the SLB.

**C. RESERVE**

**a) Formation**

To establish and maintain a reserve, each participating staff member shall initially contribute two (2) sick days to the reserve

**b) Maintenance**

If at any time, the reserve falls below thirty (30) days, all participating staff members shall be assessed two (2) days. If such assessment does not raise the reserve to one hundred (100) days, SLB shall terminate in accord with the paragraph 3 below. Any participating staff member who has exhausted his/her sick days and has no days available for such assessment shall be suspended from participation in SLB until the participating staff member has accumulated two (2) additional days for assessment at which time the participating staff member shall be assessed and reinstated. If a staff member has exhausted his/her (30) day benefit, he/she may not enroll in the sick leave bank during any subsequent open enrollment opportunities.

**c) Termination**

If the number of participating staff members in this program is not sufficient to support the assessment for maintenance as set forth in the paragraph 9.10C(b) above, the program shall automatically terminate, and no credit will be given to any participating staff member in the program for days remaining in the reserve if the number of days divided by the participating staff members is less than one (1). If said number is one (1) or more, then the days remaining in the reserve shall be divided equally among participating staff members. If the number enrolled in the sick leave bank experiences a break in service to the district, he/she must reapply in accordance with the enrollment procedures.

**D. PAYMENT OF BENEFITS**

- a) A participating staff member who is found to qualify for days from the SLB will have those days credited to his/her normal sick day account to be used for absences
- b) A participating staff member shall be eligible for the SLB for no more than thirty (30) days which may be assessed in one or more illnesses. The total days for all illnesses in no event shall exceed thirty (30) days.

**E. OPERATIONAL GUIDELINES**

- a) The SLB committee shall govern the operation of the SLB program. It shall consist of three members:
  - a. The superintendent
  - b. The president of the union (or designee)
  - c. A third person selected and agreed upon by the superintendent and union president

A staff member who has exhausted his/her personally accumulated sick leave may make a written application to the committee for withdrawal of days from the reserve. The staff member shall state the reason for the inability to work and the number of days requested from the reserve. Before granting the request, the SLB committee must elicit affirmative answers to the following questions:

- i. Is the staff member listed a member of the SLB?

- ii. Has the staff member exhausted all personal sick leave?
- iii. Is absent from work because of a catastrophic illness of his/her person or parents (including in-law and step), spouse, domestic partner, siblings (including in law and step), children (natural, adopted, foster, step or in law), grandparents (including step or in law), grandchildren (including step or in law), and legal guardians?

## **ARTICLE X**

### **NEGOTIATIONS PROCEDURE**

#### **10.1 Selection of Representatives**

Each party shall select its own representatives for negotiations.

#### **10.2 Presentation to Association**

Upon reaching tentative agreements on all items, the package shall then be presented to the Association for its approval, after which it shall be presented to the Board for its consideration of adoption of the package.

#### **10.3 Mediation**

It is agreed that the parties will jointly request the Federal Mediation and Conciliation Service (FMCS) if either party to this Agreement declares impasse during negotiations for a successor agreement. Should FMCS be unavailable, the parties shall immediately commence discussions as to a replacement. In the event that the parties cannot agree upon a replacement, the Illinois Educational Labor Relations Board shall be notified.

#### **10.4 Final Agreement**

There shall be two (2) signed copies of the final Agreement. One (1) copy shall be retained by the Board and one (1) by the Association.

## **ARTICLE XI**

### **POSTING OF VACANCIES**

#### **11.1 Staff Vacancies**

The Board shall post notices of staff vacancies in each school building within ten (10) working days after knowledge of such a vacancy.

11.2 Vacancies during Summer Months

During the summer months the Board shall send such vacancy notices to the Association President within ten (10) working days after knowledge of such a vacancy.

**ARTICLE XII**

**MANAGEMENT RIGHTS**

12.1 Management Rights

Reserved exclusively to the Board are all the rights, responsibilities, powers, and authority given to it by the laws and Constitution of the State of Illinois and of the United States. Such rights include, but are not limited to, the maintenance of efficiency in governmental operations, the determination of the organizational structure of the District, including the chain of command and division of authority; the standards of service and selection, direction, and assignment of employees; the financial structure of the District, including methods for raising revenue and the establishment and maintenance of the District's overall budget and budgetary allocations; the publication and enforcement of rules and regulations; and classification, evaluation, discipline of employees and the determination of staffing levels; the determination of standards of performance and whether any employee meets such standards; and the determination of the curriculum.

12.2 Modifications to Working Conditions

The employer retains the right to make modifications to working conditions in respect to persons with disabilities. Such modifications may be affected, without additional bargaining, upon notification to the Association that such changes are necessary for persons with disabilities, unless the employee desires Association representation, and waives confidentiality in writing.

**ARTICLE XIII**

**EFFECT OF AGREEMENT**

13.1 No Strike

The Association and bargaining unit members agree not to strike for the duration of this Agreement.

13.2 Savings Clause

Should any specific 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 for the duration of this Agreement.

13.3 Duration of Agreement

This Agreement shall become effective on the date both parties' sign. This Agreement shall expire on \_\_\_\_\_, 2022. This Agreement is signed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

In witness thereof;

FOR THE BOARD OF EDUCATION  
BROWN COUNTY COMMUNITY UNIT  
SCHOOL DISTRICT #1

FOR THE BROWN COUNTY  
EDUCATION ASSOCIATION

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Union President

\_\_\_\_\_  
Board Secretary

\_\_\_\_\_  
Union Secretary

\_\_\_\_\_  
Superintendent