

COLLECTIVE BARGAINING AGREEMENT BETWEEN

BLACK HAWK AREA SPECIAL EDUCATION DISTRICT

AND

**BLACK HAWK AREA SPECIAL EDUCATION ASSOCIATION
IEA-NEA**

**Effective from date of signing by the Employer and the
Association**

Until 11:59 p.m. on June 30, 2021

(2020-2021)

Table of Contents

ARTICLE I – RECOGNITION AND DEFINITIONS.....	5
1. Recognition of Certified Employees	5
2. Recognition of Non-certified Employees	5
3. Communication	5
4. Drug and Alcohol Free Workplace	5
5. Student Needs	6
6. Definitions	6
ARTICLE II – EMPLOYER RIGHTS	10
1. Reserved Rights	10
2. Rules and Regulations	10
ARTICLE III – ASSOCIATION RIGHTS AND RESPONSIBILITIES....	11
1. Association Use of District Facilities and Equipment	11
2. Bulletin Board, Mail Facilities, and Mailboxes	11
3. Meeting Notifications and Pertinent Information	11
4. Association Leave	12
5. Printing of Contract, Costs and Distribution	12
6. Reimbursement of Personal Property	13
7. Health and Safety	13
8. Right to Review and Respond	13
9. Employee Rights	14
ARTICLE IV – BARGAINING NOTIFICATION AND MEDIATION....	15
1. Bargaining Notification.....	15
2. Mediation	15
ARTICLE V – CONTROL AND DISCIPLINE OF STUDENTS.....	16
ARTICLE VI – VACANCIES AND TRANSFERS.....	17
ARTICLE VII– EMERGENCY SCHOOL CLOSING	18
1. Notification Procedure	19
2. Safety or Emergency Early Release	19
ARTICLE VIII – PROFESSIONAL DEVELOPMENT	20

ARTICLE IX – REMOTE LEARNING.....21

ARTICLE X – ASSOCIATION PAYROLL DEDUCTIONS.....22

1. Procedures for Member Authorization.....22

2. Payment to the Association.....22

ARTICLE XI – GRIEVANCE PROCEDURE.....23

1. Definition.....23

2. Informal Resolution.....24

3. Procedure.....25

4. Arbitration.....25

5. Time Limits26

6. Grievance Requirements26

7. Days26

8. Settlement26

ARTICLE XII – CONTINUITY OF OPERATIONS.....28

1. No Strike Provision28

2. No Lock-Out Provision28

ARTICLE XIII– DISCIPLINE.....29

1. Discipline for Cause29

2. Certified Teacher Terminations29

3. Representation at Meetings with Administration29

ARTICLE XIV – HOURS OF WORK.....30

1. Work Week30

2. Work Day30

3. Breaks30

4. Work Year.....31

5. Preparation Time for Teachers31

ARTICLE XV – ASSIGNMENTS32

ARTICLE XVI – EVALUATIONS.....33

1. Employee Evaluation33

2. Non-Certified/Non-Licensed Employees33

3. Certified/Licensed Employees34

4. Certified/Licensed Employee Right to Appeal of Unsatisfactory Summative Rating.....35

ARTICLE XVII – VACATIONS AND HOLIDAYS (HOURLY EMPLOYEES)39

1. Vacation for Twelve-Month Employees39
2. Holidays40

ARTICLE XVIII – LEAVES OF ABSENCE..... 42

1. School Visitation Leave.....42
2. Leaves to Serve as an Office or Trustee of a Specific Organization....42
3. Bereavement Leave.....43
4. Court Duty43
5. Family and Medical Leave Act (FMLA).....43
6. Unpaid Leaves Other than FMLA43
7. Sick Leave44
8. Sick Leave Bank.....46
9. Granting Sick Days from Sick Leave Bank..... 47
10. Personal Leave48
11. Accumulated Benefits49
12. Leave Usage.....49

ARTICLE XIX – SENIORITY50

1. Seniority50
2. Maintaining and Posting of Seniority Lists50
3. Probationary Period51
4. Loss of Seniority51

ARTICLE XX – REDUCTION IN PERSONNEL, LAYOFF, AND RECALL.....53

1. Reduction of Non-Certified, Non-Licensed Staff by Seniority53
2. Reduction of Certified and Licensed Staff.....54
3. Re-employment Procedure after Lay-off.....56

ARTICLE XXI – COMPENSATION AND RELATED PROVISIONS.....57

1. Wages and Salary Schedule Placement Language57

2. Placement.....	58
3. Educational Advancement.....	58
4. Step Advancement.....	58
5. Savings Provision.....	59
6. Off-Schedule Rate.....	59
7. Salary Schedule Placement for Hard to Fill Positions.....	59
8. Retirement Incentive.....	60
9. Health Insurance.....	62
10. Life Insurance.....	63
11. Twelve Month Coverage.....	63
12. Prior Service.....	63
13. Pay Period.....	63
14. Dental Insurance.....	64
15. Bilingual.....	64
16. Mileage Policy.....	64
17. Paraprofessional Professional Educator’s License Incentive.....	64
18. Stipends – Extracurricular and Extra Duties.....	65
ARTICLE XXII – EFFECT OF AGREEMENT.....	66
1. Entire Agreement.....	66
2. Amendment and Modification.....	66
3. Savings Clause.....	66
ARTICLE XXIII – DURATION.....	68
APPENDIX.....	69
A. Non-Certified Employee Rate Guidance – 2020-21.....	69
B. Hourly Rate Enhancements.....	70
C. Certified Salary Schedule – 2020-2021.....	71

ARTICLE I

RECOGNITION AND DEFINITIONS

1. **Recognition of Certified Employees**

The Black Hawk Area Special Education District, hereinafter referred to as the “District” or “Employer”, recognizes the Black Hawk Area Special Education Association, IEA-NEA, hereinafter referred to as the “Union” or “Association”, as the sole and exclusive negotiating agent as to hours, wages, and other terms and conditions of employment for all full-time and regularly employed part-time certified personnel, including but not limited to all social workers, psychologists, speech/language pathologists, and teachers, but excluding all supervisory, managerial, confidential, short-term employees and students, as defined by the Illinois Educational Labor Relations Act.

2. **Recognition of Non-Certified Employees**

The Black Hawk Area Special Education District, hereinafter referred to as the “District” or “Employer”, recognizes the Black Hawk Area Special Education Association, IEA-NEA, hereinafter referred to as the “Union” or “Association”, as the sole and exclusive negotiating agent as to hours, wages, and other terms and conditions of employment for all full-time and regularly employed part-time non-certified education support professionals, including but not limited to medical professionals and therapists, paraprofessionals, job coaches and trainers, and building support personnel but excluding all supervisory, managerial, confidential, short-term employees and students, as defined by the Illinois Educational Labor Relations Act.

3. **Communications**

Nothing in this Agreement prohibits the Employer from seeking advice, input, guidance, or recommendations from groups of

employees regarding topics relevant to his/her expertise, experience or field of work or otherwise seeking information from employees relevant to the operations and activities of the Employer.

4. **Drug and Alcohol-Free Workplace**

It is agreed that the Employer has the right to establish and implement the drug and alcohol-free workplace policy (refer to BHASED Policy 5:50).

5. **Student Needs**

In order to meet the educational needs of the students it serves; the Employer may temporarily subcontract work or temporarily assign work to supervisors and other employees employed by the Employer. Compensation for such additional duties not otherwise addressed by this Agreement shall be mutually agreed upon in advance by the Employer, Employee, and/or the Association on the Employee's behalf as necessary.

6. **Definitions**

The following definitions will be used in interpreting this agreement:

A. Director of Special Education

The title "Director" shall indicate the Director of Special Education or the Director's official designee.

B. Bargaining Unit

The term "bargaining unit" refers to two separate units of employees as set forth in Article 1 Section 1 and Article 1 Section 2 of the Recognition Clause.

C. Days

The term “days”, when used in this agreement, except where otherwise indicated, shall mean calendar days.

D. Paid Leave of Absence

Paid Leave of Absence means that a bargaining unit member shall be entitled to receive wages, insurance, retirement benefits, and receive credit for annual salary increments provided during his/her leave. Employees returning from an approved leave shall be assured of employment in the District in a capacity for which they are qualified but not necessarily the same position held prior to the leave.

E. Unpaid Leave of Absence

Unpaid Leave of Absence means that an employee will not be entitled to pay and will only be entitled to such benefits as are required by law unless otherwise specified in this agreement.

Leaves of absence without pay or benefits for up to one (1) year in duration may be granted by the Director or designee after considering a leave request from the employee. The request must be submitted at least 60 days in advance (or as soon as possible in emergencies) with an explanation of the emergency that includes: 1) the purpose of the leave, 2) the benefit to BHASED and, 3) the expected dates of departure and return. An employee returning from such a leave shall be reinstated to a position consistent with their job classification and training wherever needed as decided by the Director or designee. Seniority shall not accrue during this leave.

F. Governing Board

The BHASED Governing Board is composed of one Board of Education member from each participating school district. The Governing Board reviews recommendations made to it by the Superintendents' Advisory Committee. The Governing Board is the final authority for the Black Hawk Area Special Education District.

The Governing Board shall employ a Director, adopt an annual budget, adopt by-laws, adopt policies and procedures, job descriptions, and shall act upon the employment status of BHASED employees.

G. Superintendents' Advisory Committee

The Superintendents' Advisory Committee consists of the Superintendents of each of the participating school districts. The Superintendents' Advisory Committee shall recommend establishment of BHASED and inter-district positions and will make specific recommendations for the employment of qualified applicants, the Director, and other administrative, supervisory, consultative, or instructional employees.

They shall review and recommend policies and procedures for the conduct for BHASED and advise the Governing Board in the development of BHASED policies.

H. Titles

The titles used in various sections of the Agreement are for convenience only and shall not be used in interpreting this Agreement.

- I. Part-time Employees
Part-time employees are employees that are regularly scheduled to work less than twenty (20) hours a week. Part-time employees receive only wages for hours worked and will only be entitled to such benefits as are required by law.

- J. Certified/Licensed Employees
Certified Licensed employees are employees in the classifications included in the bargaining unit as stated in Article 1 Section 1 of this Agreement and Occupational Therapists and Physical Therapists.

- K. Non-Certified/Non-Licensed Employees
Non-Certified/Non-Licensed employees are employees in the classifications included in the bargaining unit as stated in Article 1 Section 2 of this Agreement except Occupational Therapists and Physical Therapists.

ARTICLE II

EMPLOYER RIGHTS

1. **Reserved Rights**

Except as expressly modified by a specific provision of this agreement, the Employer reserves and retains solely and exclusively all of its inherent rights to manage the District as such rights existed prior to the execution of any agreement with the Association including but not limited to the right to create and maintain special education and related services which reflect the determinations of the District. The intent of the Agreement is to establish with the Association wages and other compensation, working hours, and conditions of employment, as expressed in this agreement.

The parties also agree and acknowledge that the District retains and reserves unto itself all powers and duties conferred upon and vested in it by the Rules and Regulations of the State Board of Education, the School Code of Illinois, Statutes of the State of Illinois, the Illinois Education Labor Relations Board (IELRB), and the Constitutions of the State of Illinois and of the United States.

2. **Rules and Regulations**

The exercise of the foregoing powers, rights, duties, and responsibilities by the District, and the adoption of policies, rules, regulations, and practices in furtherance thereof, shall be the exclusive prerogative of the District. All policies, regulations, and rules of the Employer shall be published and distributed to the Employees. Changes in existing policies, regulations and rules shall be given electronically to each Employee and the Association at least five (5) days prior to enforcement.

ARTICLE III

ASSOCIATION RIGHTS AND RESPONSIBILITIES

1. **Association Use of District Facilities and Equipment**

For purposes of conducting appropriate and professional Association business or communications, and with the prior approval of the Director or designee, the Association shall be allowed to use any available BHASED owned and operated facility for meetings.

The Association shall have reasonable use of the district equipment in any BHASED owned and operated facility provided:

- A. There is no interference or disruption of normal school use;
- B. The Association purchases all materials and supplies incidental to such use;
- C. Members who are not officers of the Association will not conduct Association business during work hours; and
- D. No Association business shall be discussed in the presence of students.

2. **Bulletin Board, Mail Facilities, and Mailboxes**

- A. The Association may use the employee mailboxes in any BHASED owned/operated facility for communicating meeting notices, conferences, and social gatherings to bargaining unit members. Copies shall be available to the building Administrator and Director upon request. The Employer shall not tamper with sealed paper communications.
- B. The Association shall be assigned space on a bulletin board in a central location of each BHASED owned and operated facility for the posting of official Association notices.

C. The Association will have an email address and a physical mailbox designated for its use.

3. **Meeting Notifications and Pertinent Information**

Upon request, all Superintendents' Advisory Committee and BHASED Governing Board notice of meetings, to include but not be limited to an agenda and unapproved minutes from the previous meeting, shall be made available to the Association on the District website. Excluded items may include items from Executive/Closed Session discussions.

The District Business Office will provide employee information for new employees, and/or employees with a change in assignment or status, pertinent to conducting Association business to the Association President or designee within 10 school days of the employee's starting date.

4. **Association Leave**

In the event that the Association desires to send representatives to local, state, or national conferences or on other business pertinent to Association affairs, these representatives shall be excused without loss of salary for up to three (3) days per bargaining unit per year.

If elected to IEA/NEA Office in a release-time position, or an IMRF Employee Trustee, the bargaining unit member shall be granted unpaid leave. A bargaining unit member returning from leave under this paragraph shall be reinstated at the end of the agreed upon leave or as soon as possible.

5. **Printing of Contract, Costs and Distribution**

After the Agreement is ratified, the Board will deliver the completed contract to the IEA within 30 days and shall split, with

the Association, the costs for distribution to every current BHASED employee plus an additional thirty (30) copies per year this Agreement is in effect.

6. **Reimbursement of Personal Property**

One-thousand dollars (\$1,000.00) will be made available annually to help reimburse employees for the loss or damage to necessary personal property while on the job performing school business. The Employer will replenish the first additional \$500.00 needed after the initial \$1,000.00 is exhausted. The Association will replenish the second additional \$500.00 used to ensure a maximum of \$2,000.00 available per year. These monies shall be administered and accounted for by the Association in consultation with the Employer per written policy. Claims will be processed through the Employer's business office.

7. **Health and Safety**

The District shall offer, at no expense to employees, Hepatitis B and flu inoculations or such other inoculations required by state or federal laws. Employee participation shall be voluntary. Employees participating in the Employer's sponsored health insurance may be required to submit their insurance information at the time of inoculation.

8. **Right to Review and Respond**

Each employee shall have the right, during regular business hours, upon request, to review contents of his/her personnel file and to attach written reactions to any of its contents, provided such review does not interfere with the employee's performance of his/her assigned duties. The Administration may have a representative present at such a review. The employee may have an Association representative at such review.

9. **Employee Rights**

Certified and licensed members of either bargaining unit are both entitled to the rights and privileges and bound by the rules and responsibilities outlined by the Illinois State Code. The District and the Association agree not to discriminate against any member of either bargaining unit on the basis of race, color, creed, religious belief, nationality, sex, physical handicap or mental handicap unrelated to the employee's ability to perform his/her job, or membership in the Association or any other professional organization, or lawful activities on behalf of the Association.

ARTICLE IV

BARGAINING NOTIFICATION AND MEDIATION

1. **Bargaining Notification**

The parties shall commence bargaining for a successor Agreement upon the Association's written submission of its Demand to Bargain, as per the Illinois Educational Labor Relations Act and its Rules and Regulations.

2. **Mediation**

It is agreed that the parties will jointly request the Federal Mediation and Conciliation Service (FMCS) if either party to this Agreement determines that the assistance of a mediator would be necessary. Should FMCS be unavailable, the parties shall immediately commence discussion as to a replacement. In the event that the parties cannot agree upon a replacement, the Illinois Educational Labor Relations Board shall be notified.

ARTICLE V

CONTROL AND DISCIPLINE OF STUDENTS

The Employer shall support and assist Association members with respect to the maintenance of control and discipline of students. Association members may use reasonable force with a student as is necessary to protect themselves, a fellow Association member, any other person, or another student from attack, physical abuse or injury. (See BHASED Policy 5:230).

The Employer shall offer and may require employees to participate in a workshop or training unit of instruction on crisis management. The training shall include, but not be limited to, verbal and physical intervention strategies that are currently conducted under the guidelines offered through the Non-Violent Crisis Prevention Institute or other certified crisis management programs. Employees shall not use any physical interventions that they have not been trained on or that have not been approved for use by the Employer.

ARTICLE VI

VACANCIES AND TRANSFERS

Vacancies are defined as positions that are newly created or that result from retirement, resignation, death, leaves of absence, or district requests.

Upon the Director's notification of an internal vacancy, BHASED shall, for a period of 7 calendar days prior to being filled, post said vacancy on the BHASED website under internal vacancies, and send an internal email notification to all current BHASED employees.

Postings will include the name/title of the position, minimum requirements, a brief job description, salary information, starting date and location.

In filling vacancies for certified and licensed positions, the administration shall make placements based on an individual's qualifications, certifications, merit and ability, relevant service, experience, and shall consider seniority.

Employees may request a voluntary transfer to such vacancies, for which they are qualified, in writing or by email. Volunteers will be considered first when it is necessary to involuntarily transfer or reassign employees. In the event an involuntary transfer is necessary, qualified employees who are less senior shall be considered first.

Notice that a position has been filled, and the name of the individual, will be available on the BHASED website via Superintendents' Advisory Committee/Governing Board minutes and through the work assignment process.

ARTICLE VII

EMERGENCY SCHOOL CLOSING

1. **Notification Procedure**

When an emergency confronts the schools, notifications of the closing of schools will be released for broadcast over previously designated media outlets and any other appropriate radio and television news stations as soon as possible. The District shall review emergency closing procedures with all staff at least annually.

When an employee's assigned place(s) of work is/are officially closed by BHASED or a member district, no leave days previously arranged by the employee assigned to work at the closed site(s) on the day of closing will be deducted for such emergency closing.

- A. Regardless of unscheduled district/school closings within an academic year, it is expected that each BHASED employee shall work the number of days indicated on his/her Annual Salary Agreement.
- B. In the event a full-time employee is ill on a day when his/her district/school is closed for an emergency day, a sick day may be used in lieu of making up the day when the employee presents verification of a doctor's visit.
- C. In the event a building must close early due to a safety or emergency issue as determined by Administration, employees in attendance that day shall be paid their full day's wages provided such time is not rescheduled.

ARTICLE VIII

PROFESSIONAL DEVELOPMENT

1. Black Hawk Area Special Education District shall encourage its employees to participate in appropriate professional development activities.
2. Upon approval of the Director or designee, full or partial payment of actual expenses for professional development activities shall be paid by the District up to any predetermined limit disclosed to the employee at the time of the approval.
3. If in-service is undertaken at the request of the Director or designee, full expenses shall be paid by the District if approved in advance.
4. If in-service, including attendance at conferences and conventions, is undertaken at the request of the employee, expenses shall be reimbursed up to the Governing Board approved maximums providing the activity has been approved in advance by the Director or designee. Professional development that leads to advancement on the salary schedule may be approved at the Director's discretion.
5. The following expenses shall be reimbursable:
 - Mileage or actual cost of public transportation
 - Lodging
 - Meals
 - Actual cost of registration, highway tolls, parking, and other approved expenses.
 - Cost of memberships to Professional Organizations (exclusive of licensure or certification renewal).

6. The amount of Continuing Professional Development monies allotted for each certified/licensed staff person is set by BHASED Administration based on availability within the budget each year. Staff shall be notified of that allotment amount by September 15th and reviewed by February 15th of each year.

A full share is allotted for those certified/licensed employees working 144 or more contract days per year for 30-40 hours per week. A half share is allotted for those employees working 108-143 contract days for 20-29 hours per week who are considered part-time within the language of our Collective Bargaining Agreement.

CONTRACT DAYS	PD FUNDS ALLOTTED
144 DAYS OR MORE	100%
108 – 143 DAYS	50%
LESS THAN 108 DAYS	NOT ELIGIBLE
LESS THAN 20 HOURS/ WEEK	NOT ELIGIBLE

ARTICLE IX

REMOTE LEARNING DAYS

The District reserves the right to utilize Remote Learning Days. When a Remote Learning Day is announced, all employees shall be required to participate and complete work activities, duties, or tasks assigned by the Employer.

ARTICLE X

ASSOCIATION PAYROLL DEDUCTIONS

1. **Procedures for Membership Authorization**

Proper authorization for membership payroll deductions shall be the signature of the Employee on an authorization form prepared by the Association and submitted to the Special Education Director or his/her designee. Such authorization shall be renewed prior to September 1st of each school year, to be effective for such year.

2. **Payment to the Association**

Employee members may elect to pay their dues as a single payment made directly to the Association by September 30th.

The Association will obtain authorization from employee members for the deduction of dues upon enrollment in the Association, and shall provide the District business office with member information necessary to make such payroll deductions including, but not limited to, annual dues amounts, employee contact information, and proof of authorization for payroll deductions. Authorizations provided by employees shall be considered continuous and remain in effect from year to year unless the employee revokes said authorization in writing to the Association Treasurer or designee and to the business office. Throughout the school year, authorizations submitted to the business office by the 15th of any month shall become effective by the first pay period of the following month. Such payroll deductions shall be equally deducted over the remaining pay periods and remitted to the Association within ten (10) working days following each pay period.

The District will deduct Association dues from each employee member’s pay. Dues shall be deducted during pay periods occurring from September through May of each school year. For full time and part time employee members, as defined by the Illinois Education Association (IEA) and listed below, annual dues shall be collected over twenty (20) pay periods in as equal amounts possible. For quarter-time employee members, as defined by the IEA and listed below, annual dues shall be collected over his or her first ten (10) pay periods. For members whose employment starts after the beginning of the school year, dues shall be assessed at pro-rated rates as determined by the IEA, and shall be collected in as equal amounts as possible for the remainder of available pay periods. All dues collected by the District will be remitted to the Association in accordance with this collective bargaining agreement and District policies, and the Association will, in accepting such dues, agree to hold harmless the District given it has complied with its obligations imposed in this section.

IEA-NEA Designation for Full Time, Part Time, and Quarter Time Dues Status

Employment Status	Certified	Non-certified
Full time (hours/week)	18+	15+
Part time (hours/week)	10 – 17.5	8-14.5
Quarter time (average hours/week)	<10	<8

ARTICLE XI

GRIEVANCE PROCEDURE

1. **Definition**

A grievance is defined as any dispute arising during the term of this Agreement between the Employer, Association or any employee regarding the application, meaning or interpretation of a specific section of this Agreement.

2. **Informal Resolution**

An employee who has a grievance shall within five (5) days of a perceived violation of the Agreement discuss the matter with his/her evaluating supervisor in an attempt to resolve the issue informally. If the evaluating supervisor is unavailable, the employee shall contact the Director of Special Education or designee in an attempt to resolve the issue informally.

3. **Procedures**

If the employee is not satisfied with the answer of the evaluating supervisor the employee or the Association may submit a grievance in writing within ten (10) days from the date of occurrence of the event giving rise to the alleged violation of the agreement. The grievance shall be processed as follows:

- A. STEP 1 – The Association or the grievant may present the grievance in writing to the grievant’s evaluating supervisor, who will arrange for a meeting to take place within five (5) days after receipt of the grievance. The Association’s representative and the evaluating supervisor shall be present for the meeting. Within five (5) days of the meeting, the Association shall be provided with the supervisor’s written response, including the reasons for the decision.

- B. STEP 2 – If the grievance is not resolved at Step 1, then the Association may refer the grievance to the Director or designee within ten (10) days after receipt of the Step 1 answer. The Director or the Director’s official designee shall arrange, with the Association representative, for a meeting to take place within ten (10) days of the Director’s receipt of the appeal. Within five (5) days of the meeting, the Association shall be provided with the Director’s written response, including the reasons for the decision.

- C. STEP 3 – If the Association is not satisfied with the disposition of the grievance at Step 2, the Association may submit the grievance to final and binding arbitration. If a demand for arbitration is not filed with the Employer within thirty (30) days of the date of the Step 2 answer, then the grievance shall be deemed withdrawn.

4. **Arbitration**

If within ten (10) days after receipt of a written request for binding arbitration, the parties are unable to agree upon an arbitrator, either party shall require a list of five names from the Federal Mediation and Conciliation Service. From the panel, the parties shall strike names, alternating, with the party requesting arbitration striking the first name and the remaining person will be selected.

The filing or pending of any grievance under the provisions of this article shall in no way operate to impede, delay or interfere with the right of the District to take the action complained of, subject however, to the final decision on the grievance.

Each party shall pay the cost of expenditures incurred by it in connection with the arbitration. The cost of the arbitrator and

the arbitrator's copy of the proceedings shall be born equally by the Employer and the Association. Should either party desire a copy of the proceedings, the party requesting the copy shall pay the cost of its copy.

The arbitrator shall act in judicial, not in a legislative capacity and shall be bound to the facts of the grievance before him and the expressed terms of the Agreement and shall not alter, amend, modify or ignore the terms of the agreement. In the event the arbitrator finds that the grievance does not involve an interpretation of the express terms of the agreement, the arbitrator shall remand the matter back to the parties without comment. The arbitrator shall have no power to establish wage scales or change established wage scales. All decisions of the arbitrator, as defined in this agreement, shall be final and binding on the Employer, the Association and the employees covered by this agreement.

No claim against the Employer, including claims for back pay by an employee or by the Association, shall be retroactive to any date prior to the date of presentation of the grievance in Step 1 of the grievance procedure. All awards of back pay in cases of suspension and termination shall be limited to the amount of back wages the employee would have otherwise earned in regular and normal employment with the Employer during the period between the employee's termination and reinstatement, if reinstatement is ordered, less any unemployment or other compensation for personal services which the employee may have received from any source during the period. The employee has an obligation to seek other employment.

5. **Time Limits**

Grievances not filed or appealed within the designated time limits will be treated as having been dropped. The time limits at any step or for any hearing may be extended in writing by mutual agreement of the parties involved in that particular step.

Failure of the Employer to answer grievances within the time limits prescribed in each step of the grievance procedure shall permit an appeal by the employee or the Association to the next step of the procedure.

6. **Grievance Requirements**

All written grievances shall state the article and specific section of the Agreement alleged to have been violated, the date of the violation and the relief requested. Only individual grievances will be allowed, no group grievances will be permitted, except contract interpretation grievances alleging the same article and section of the Agreement to have been violated where the relevant facts are the same.

7. **Days**

The term “days” is defined as a day when the District’s Administrative Office is officially open for business.

8. **Settlement**

By mutual signed written agreement of the Association and the Employer, a grievance may be settled at any step.

ARTICLE XII

CONTINUITY OF OPERATIONS

1. **No Strike Provision**

The Association agrees on behalf of itself, its officers, agents, members and employees represented by it, that it nor they will, during the life of this Agreement, or any extensions thereof, incite, call, sanction, condone or participate in any strike, picketing, stoppage of work, slowdown, withholding of services or any intentional interference with production of any kind for any reasons, nor engage in such acts or conduct in recognition or support of issues involving employees or individuals outside the bargaining unit encompassed by this Agreement. In the event of any of the above actions, the Employer shall notify the officers of the Association and the officers shall take whatever lawful steps are necessary to prevent or terminate the prohibited conduct. No employee shall refuse to cross a picket line during the term of this Agreement. Any employee participating in any action prohibited by this article or who refuses to perform his duties because of a strike or picket line shall be subject to disciplinary action up to and including discharge.

2. **No Lock-Out Provision**

The Employer agrees that neither it nor its representatives will put into effect any lock-out during the term of this agreement. The term lock-out does not include layoffs or a curtailment of operations.

ARTICLE XIII

DISCIPLINE

1. **Discipline for Cause**

An employee may be suspended with or without pay pending determination of any disciplinary action, demotion, termination or other involuntary change in his/her employment status.

Non-probationary employees shall not be discharged or receive a disciplinary suspension without pay except for just cause or as a result of a reduction in force (RIF).

2. **Certified Teacher Terminations**

Certified teacher terminations shall be governed and performed in accordance with the Illinois School Code (refer to PERA law and BHASED PERA Joint Committee Agreement).

3. **Representation at Meetings with Administration**

An employee may have a representative of the Association present at any meeting the employee reasonably believes may result in disciplinary action being taken against the employee.

ARTICLE XIV

HOURS OF WORK

1. **Work Week**

For the purpose of defining the work week to determine overtime for Non-Certified/Non-Licensed Employees, the work week for District employees will be 12:00 a.m. Sunday until 11:59 p.m. Saturday.

2. **Work Day**

Employees shall follow the workday (including meetings, IEP's, etc.) as set forth by the schools to which they are assigned. Employees assigned to the District Office shall follow the workday as set by the Director. Each employee's length of workday shall be defined on his/her Annual Salary Agreement.

Certified and Licensed staff will not be required to work more than 40 hours in a normal work week inclusive of a half-hour lunch break each day.

Non-Certified/Non-Licensed employees shall be paid time and one-half (1½) their hourly rate of pay for work in excess of forty (40) hours in any work week. There shall be no pyramiding of premium or overtime pay nor shall employees be paid twice for the same hours worked.

3. **Breaks**

Certified/Licensed personnel employed for at least four (4) hours per day shall receive one-half (½) hour duty free lunch.

Non-Certified/Non-Licensed employees who work at least 7.5 continuous hours shall receive a thirty (30) minute duty free

unpaid meal break that begins within the first five (5) hours of the employee's workday. They shall also receive fifteen (15) minute paid breaks, one in the morning and one in the afternoon during the regular school year.

Non-Certified/Non-Licensed employees who work at least six (6) continuous hours shall receive a thirty (30) minute duty free unpaid meal break that begins within the first five (5) hours of the employee's work day during the school year.

Non-Certified/Non-Licensed employees who work at least four (4) continuous hours but less than six (6) continuous hours shall receive a fifteen (15) minute paid break.

4. **Work Year**

Salary schedules used for certified and licensed staff shall be based on a 180-day work year. Salaries shall be prorated based on variations in the number of days worked.

5. **Preparation Time for Teachers**

Each certified teacher shall have no less than sixty (60) total minutes of preparation time each day in blocks of twenty (20) minutes or more.

ARTICLE XV

ASSIGNMENTS

All regularly employed employees and the Association shall be given individual notice, prior to general posting, of the employee's tentative assignments for the forthcoming year before the end of the employee's current work year. In the event changes in such assignments are deemed necessary by the District, the employees affected shall be individually notified promptly in writing of the proposed change, prior to general posting. Employees may have an opportunity to meet with the Director or designee regarding the change.

ARTICLE XVI

EVALUATIONS

1. **Employee Evaluation**

Within 30 days of an employee's first day of work, Administration shall meet with staff and acquaint them with the BHASED performance evaluation process. This shall include evaluation procedures and instruments that may include goals for growth recommendations from either the employee or Administration. Additionally, the administrator shall determine the method of observation to be used. At this time, staff members shall be informed as to who shall observe and evaluate performance. Whenever possible, the administrator performing the evaluation shall have education, training, certification, and/or licensure commensurate with the employee. The administrator shall inform staff that their performance is considered to be under continuous observation.

Formal written evaluation for the improvement of instruction and determination of employment status shall be conducted throughout the school term from mid-September through May 1, subject to the following:

2. **Non-Certified/Non-Licensed Employees**

All non-certified/non-licensed employees shall be evaluated by his/her building supervisor or designee at least once during the first ninety (90) days of probationary employment and at least every other year thereafter. The evaluation process shall include scheduling evaluations and day to day appraisals.

3. **Certified/Licensed Employees**

- A. Non-tenured Employees – At least once during each of the four (4) probationary years, one (1) written evaluation will be completed during the school term prior to February 1. The final summative evaluation shall include a recommendation for re-employment or for non-renewal.
- B. Tenured Employees – One (1) written evaluation will be completed at least once every two (2) years. A tenured employee who receives a written evaluation with an overall rating of “Needs Improvement” shall be given the written evaluation at the final post-observation conference and shall be informed that a Professional Development Plan (PDP) will be developed and presented to him/her within thirty (30) school days after the completion of the evaluation. Said Plan shall be implemented in conformance with the requirements of Illinois Law. A tenured employee who receives a written evaluation with an overall rating of “Unsatisfactory” shall be given the written evaluation at the final post-observation conference and shall be informed that a Remediation Plan will be developed and presented to him/her within thirty (30) school days of the completion of the evaluation. Said Plan shall be implemented in conformance with the requirements of Illinois Law.

Each written summative evaluation shall be preceded by two observation cycles consisting of at least two distinct performance observations as listed below:

- a. Classroom observations.
- b. Observation of assigned duties.
- c. Observation of performance at meetings.
- d. Review of goals for growth.
- e. Other observations relating to performance as determined by the Supervisor.

Observation cycles consist of the following:

- a. A pre-observation conference to discuss methods of observation, to determine a mutually agreed upon time and date for the performance observation, and to inform the employee of the method of observation to be used.
- b. At least one performance observation of the employee within twenty-five (25) school days of the pre-observation conference;
- c. A post-observation conference within fifteen (15) school days of the observation(s).

All employees shall have the right to have Association representation at any evaluation conference. The lack of available representation shall not delay the conference without mutual agreement between the Employer and employee.

Except as provided above, a copy of each written evaluation shall be signed by both parties and shall be given to the employee prior to being placed in the employee's personnel file. The employee's signature shall not indicate agreement with the contents, but merely shall indicate receipt thereof. Any employee may attach a statement in rebuttal to the evaluation for enclosure in his/her personnel file. Neither the Association nor an employee shall be allowed to grieve the employee's evaluation ranking or the content of the evaluation.

4. **Certified/Licensed Employee Right to Appeal of Unsatisfactory Summative Rating**

State law requires that each school district provide an appeal process to allow Certified/Licensed staff who receive a

summative evaluation rating of Unsatisfactory to appeal that rating. The intent of the appeal process is to determine if the summative evaluation rating was appropriately applied. Decisions about a Certified/Licensed employee's employment status are separate from decisions about final evaluation ratings.

The grounds for the appeal of an Unsatisfactory summative rating shall be limited to the following:

- The evaluator did not follow evaluation procedures that adhere to the requirements of statute or rule and that failure had a material impact on the final performance evaluation rating that was assigned (e.g. an observation was never completed or feedback was never shared with the Certified/Licensed employee).
- The data relied upon to determine the final performance evaluation rating was inaccurately attributed to the teacher (e.g. data included in the evaluation was from students for whom the Certified/Licensed employee was not responsible).

A Certified/Licensed employee filing an appeal shall include all grounds for the appeal at the time the appeal is filed. The appeals process shall be voluntary for a Certified/Licensed employee and is initiated only if she/he chooses.

The process permits a Certified/Licensed employee to file an appeal to a summative rating of Unsatisfactory to a review panel, composed of an equal number of Certified/Licensed employees and administrators. **The burden is on the educator to demonstrate that a rating of Needs Improvement or higher was appropriate.**

The appealing employee shall be given the opportunity to address and provide evidence to the review panel in person or in writing.

Written appeals must be filed no later than 15 days from the receipt of the Summative rating on the appropriate form.

The Certified/Licensed employee must enumerate the reasons for appealing the rating by completing the Appeals Form. All documents and relevant information must be included with the appeal. Specifics as to the areas under dispute must be contained within the Appeal. These items create the record of the Appeal.

The Appeals Panel may affirm or modify. The Panel will issue a response no more than 30 business days after receipt of the Appeal.

The Panel can conduct interviews of the employee and/or administrator. An Association Representative may attend an employee's interview. The appealing employee has the right to decline the interview.

If the Certified/Licensed employee demonstrates extenuating circumstances for being unavailable during the 15-day window for filing an appeal, the number of days will be extended by the number of days of unavailability.

The determination is final and binding. It cannot be grieved unless the process has not been followed.

The Panel of Qualified Evaluators shall consist of 5 persons. This may include 2 of the following who have not participated in the staff member's evaluation process:

- Director of Special Education
- Special Education Coordinator
- Principal
- Assistant Principal

In addition, one staff member (peer) from the appealing staff member's discipline (when possible). A peer panel member shall be selected by the Director. Peers may only be eligible if they have received an overall rating of Excellent on the last 2 of 3 their evaluation cycles.

ARTICLE XVII

VACATION AND HOLIDAYS (HOURLY EMPLOYEES)

1. **Vacation for Twelve-Month Employees**

Vacation time shall be credited in quarter year allocations. Vacation time may be used during the first quarter for which it is credited and in subsequent quarters. Although credited and available for use throughout the quarter, vacation time is earned on a monthly basis within the quarter. In the event that a quarter of employment is not completed, the daily rate for any vacation time which was credited and taken but not yet earned will be deducted from the last paycheck.

During the first five years of employment with the District, full-time non-certified/non-licensed personnel with twelve-month positions shall be eligible for vacation time equivalent to ten (10) working days each year. Vacation time shall be applied on an employee's anniversary of date of hire.

Employees with 6 - 10 years of employment with the District, full-time non-certified/ non-licensed personnel with twelve-month positions shall be eligible for vacation time equivalent to fifteen (15) working days each year.

After ten years of employment with the District, full-time non-certified/non-licensed personnel with twelve-month positions shall be eligible for vacation time equivalent to twenty (20) working days each year.

Vacation time must be used within twelve (12) months of the time it is credited.

Vacation time is to be requested in writing on forms provided by the Business Office.

Approval of vacation time shall be contingent on the office workload.

Vacation time of less than a full day may be granted in one-hour blocks.

Exceptions to the quarterly crediting of vacation time or twelve (12) month time limit for usage may be approved by the Director to address unusual and unique circumstances.

2. Holidays

Unless the District receives a waiver or modification of The School Code pursuant to Section 2-3.25g, allowing it to schedule school on a holiday listed below, non-certified/non-licensed District employees who are regularly scheduled to work more than 20 hours per week will be paid for, but will not be required to work on:

New Year's Day	Labor Day
Martin Luther King Jr.'s Birthday	Columbus Day
Presidents' Day	Veterans' Day
Memorial Day	Thanksgiving Day
Independence Day*	Christmas Day

The workday prior to and immediately following a paid holiday must be worked to qualify for holiday pay except in cases of illness, emergency, or approved vacation days. An employee must be prepared to present a written explanation from a doctor in cases of illnesses, if requested to do so by their immediate supervisor.

* Only 12-month employees shall receive holiday pay for Independence Day.

At the discretion of the Director, 12-month employees may be released for up to one half of the duration of winter and spring holiday breaks assuming the workload allows. The District may require non-certified/non-licensed personnel to work on a school holiday during an emergency.

ARTICLE XVIII

LEAVES OF ABSENCE

1. School Visitation Leave

An employee is entitled to eight (8) hours during any school year, no more than four (4) hours of which may be taken on any given day, to attend school conferences or classroom activities related to the employee's child, if the conference or activity cannot be scheduled during non-work hours. Employees must first use all accrued vacation leave, personal leave, and any other paid leave that may be granted to them, except sick and disability leave.

The Director shall develop an administrative procedure implementing this policy consistent with the School Visitation Rights Act.

2. Leaves to Serve as an Office or Trustee of a Specific Organization

Upon request, the Governing Board will grant:

- A. An unpaid leave of absence to an employee who is elected to serve as an officer of a State or national education employees' organization that represents education employees in collective bargaining negotiations;
- B. Twenty (20) days of paid leave of absence per year to a trustee of the Teachers' Retirement System to attend meetings and seminars as described in 105 ILCS 5/24-6.3;
- C. A paid leave of absence for the local Association President of a state teacher association that is an exclusive bargaining agent in the District, or his or her designee, to attend meetings, workshops, or seminars as described in 105 ILCS 5/24-6.2.

3. Bereavement Leave

Employees shall be entitled to up to five (5) days of bereavement leave per school year upon the death of a member of the immediate family. Immediate family, for the purpose of this section is defined as: parents, step-parents, spouse, brothers, sisters, step siblings, children, stepchildren, legal foster children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, daughters-in-law, sons-in-law, and legal guardians. Bereavement leave does not accumulate.

Each employee, who is eligible for bereavement leave and has used all available vacation and personal time for the year, shall be allowed up to two (2) school days per year deductible from allowable sick leave, for a death outside the immediate family.

4. Court Duty

The Employer will pay full salary during the time an employee is on court duty or, pursuant to a subpoena other than a subpoena where he/she is a party, serves as a witness or has a deposition taken in any school-related matter pending in court so long as the employee submits to the Employer all monies collected as a result of jury duty, with the exception of mileage. Employees are expected to give the Employer at least five (5) days prior notice pending court duty and immediately upon receiving final notice of court duty.

5. Family and Medical Leave Act (FMLA)

Eligible employees will be entitled to family and medical leave under the District's FMLA policy.

6. Unpaid Leaves Other than FMLA

Eligible employees may request unpaid leave in accordance with BHASED Policy 5:330.

7. Sick Leave

- A. Paid sick leave is available for personal illness, quarantine at home or serious illness or death in the immediate family or household. "Immediate family" includes parents, step-parents, spouse, brothers, sisters, step siblings, children, stepchildren, legal foster children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians.
- B. Sick leave used will be consistent with the employee's regular workday on the "day" taken as sick time. Sick leave may be used in minimum one (1) hour increments.
- C. Unused portion of sick leave shall accumulate from year to year without limitation.
- D. Employees hired during the school year will receive a prorated share of sick leave for every full month left in the work year. No credit will be given for partial months.

E. IMRF Employees:

- a. All employees eligible to participate in IMRF (working 600 hours or more) will be granted ten (10) sick leave days per year.
- b. Classified employees working twenty (20) hours or less per week are not eligible for any leave benefits.
- c. Sick leave is granted on the average number of hours worked per day.

EMPLOYEE	PER YEAR	HOURS PER WEEK	SICK DAYS GRANTED
NOT IMRF ELIGIBLE	< 600 HOURS	LESS THAN 20 HOURS	NONE
IMRF ELIGIBLE	600 HRS MINIMUM	20 OR MORE HOURS	10 SICK DAYS
IMRF FULL TIME	9 – 11 MONTHS	30 OR MORE HOURS	12 SICK DAYS
IMRF FULL TIME	12 MONTHS	30 OR MORE HOURS	15 SICK DAYS

F. TRS Employees:

- a. Certified employees' sick leave is granted on the average number of hours worked per day.
- b. Certified employees working less than three (3) days per week are not eligible for any leave benefits.

EMPLOYEE	PER YEAR	CONTRACT DAYS	SICK DAYS GRANTED
CERTIFIED PART-TIME	9 – 11 MONTHS	72 DAYS OR LESS	NONE
CERTIFIED PART-TIME	9 – 11 MONTHS	108 DAYS	7 DAYS
CERTIFIED PART-TIME	9 – 11 MONTHS	144 DAYS	10 SICK DAYS
CERTIFIED FULL-TIME	9 – 11 MONTHS	180 DAYS	12 SICK DAYS

G. Employees shall substitute paid sick leave days for unpaid days under FMLA, to the extent the circumstances meet the requirements for the use of paid sick days under the District's policies, regulations and procedures and as specified in the regulations promulgated under the FMLA.

8. Sick Leave Bank

A. Administration – A Sick Leave Bank Committee composed of the Director or designee and four (4) employees selected by employees participating in the Sick Leave Bank will be charged with maintaining fair and equitable use of the Bank. Recommendations for guidelines to be used in the administration

of the Sick Leave Bank will be submitted to the Superintendents' Advisory Committee for approval.

- B. Participation – In order to participate in the Sick Leave Bank, an employee must have contributed to the Bank at the beginning of the school year or at the time of employment if hired after the beginning of the school year and shall have been an employee of the District for no less than six months. Prior to accessing the Sick Leave Bank an eligible employee must exhaust all of their available/accrued sick, personal, and vacation leave.
- C. Contributions – All employees may voluntarily participate in the Sick Leave Bank by contributing one (1) of his/her days. All newly hired employees will be given the opportunity to contribute to the Sick Leave Bank. Additional contributions of days to the Sick Leave Bank from Sick Leave Bank participant members may be requested in an emergency if approved by the Sick Leave Bank Committee and Superintendents' Advisory Committee. However, no employee will be required to contribute sick days to the Bank.

Any employee who has contributed to the Sick Leave Bank may not withdraw the donated day(s) when leaving employment.

9. Granting Sick Days from Sick Leave Bank

- A. Sick Leave Bank days may be granted by the Sick Leave Bank Committee for a catastrophic illness of the employee or immediate family members as previously defined in this Article.
- B. In anticipation of need, requests may be made before the employee has exhausted his/her accumulated sick leave. However, an employee must have exhausted his/her

accumulated paid sick leave before using days donated by the Sick Leave Bank.

- C. An employee requesting days from the Sick Leave Bank must present to the Sick Leave Bank Committee a health care provider's statement of catastrophic illness and a written request citing the estimated number of days requested.
- D. The maximum number of days to be withdrawn from the Sick Leave Bank per request shall not exceed ten (10) of his/her days. Any additional days per illness may be requested in writing. The first ten (10) days, per catastrophic illness, may be granted by the Sick Leave Bank Committee alone. Any additional days, up to a total maximum of twenty-five (25), which includes the first ten, of his/her days per catastrophic illness will be granted by approval of the Sick Leave Bank Committee and Superintendents' Advisory Committee.

10. Personal Leave

- A. Personal leave is available for transacting personal or legal business which cannot be handled other than on a school day. Employees shall give at least five (5) days' notice to use Personal Leave unless this requirement is waived by the Employer or an emergency situation.
- B. Employees will be granted personal leave days at the beginning of the contract per the chart below. Personal Leave time can be taken as a full day or in minimum one (1) hour increments.
- C. Personal Leave is granted on the average number of hours worked per day.

- D. Employees hired during the school year will receive a prorated share of Personal Leave for every full month left in the work year. No credit will be given for partial months.

- E. Up to one (1) full day of unused Personal Leave can be carried forward for a total of four (4) Personal Leave days at the beginning of the next school year. Any additional Personal Leave balance will be converted to accumulated Sick Leave the day before the start of each contract year.

DAYS WORKED PER WEEK	PERSONAL LEAVE GRANTED
5 DAYS	3 DAYS
4 DAYS	2 DAYS
3 DAYS	1 DAY
LESS THAN 3 DAYS	NONE

11. Accumulated Benefits

All accumulated benefits and rights of employment previously gained shall be retained upon return from an approved leave unless otherwise specified in this agreement.

12. Leave Usage

Paid leaves may be used by employees in hourly increments. A seven and one-half hour work day shall be used for the purposes of calculating leave time and hourly rates for Certified and Licensed staff except where otherwise indicated.

ARTICLE XIX

SENIORITY

Employees shall retain for purposes of this Agreement all seniority they have accrued prior to the date of this agreement.

1. Seniority

- A. Seniority shall be defined as the continuous length of service within one of the bargaining units. Accumulation of seniority shall begin from the employee's first day worked.
- B. In the event that more than one individual employee has the same starting date of work, position on the seniority list shall be determined by hiring date. If more than one individual employee has the same hiring date, position on the seniority list shall be determined by drawing lots. Hiring date shall be defined as the date the employee provides written acceptance of the position offered.

2. Maintaining and Posting of Seniority Lists

The Board shall prepare, maintain and post the seniority list for each bargaining unit (Article 1 Section 1 & Article 1 Section 2). The initial seniority list shall be prepared and posted in all BHASED owned and operated buildings within thirty (30) work days after the effective date of this Agreement with revisions and updates prepared, posted in each BHASED owned/operated building on or before February 1st of each year thereafter.

A copy of the seniority list and subsequent revisions shall be furnished to the Association. Any employee disagreeing with his/her seniority placement shall respond in writing to the Director and Association President within fifteen (15) work days after the effective date of the posting.

3. Probationary Period

- A. A probationary period for certified/licensed personnel shall be four (4) years.
- B. The probationary period for all non-certified/non-licensed employees shall be ninety (90) days.

4. Loss of Seniority

Employees shall lose seniority and his/her employment shall be terminated as follows:

- A. Resignation
- B. Non-RIF Dismissal
- C. Retirement
- D. Layoff that exceeds one calendar year from the beginning of the next school year following the employee's dismissal.
- E. Layoff that exceeds two calendar years from the beginning of the next school year following the certified and licensed staff member's dismissal if more than 15% of the number of full-time equivalent positions filled by certified and licensed employees (excluding principals and certified administrators) were subject to such layoff. This provision is applicable to certified and licensed staff only.
- F. Failure to return to work at the end of an approved leave of absence; and
- G. Failure to respond within ten (10) days after receipt of a letter of recall sent by certified mail to the employee's address on file with the District recalling such employees. Employees have the responsibility of informing the District of any change in home address.

Seniority is retained but shall not accrue during the following:

- A. Unpaid leave of absence
- B. Unpaid sick leave; and
- C. Period of layoff as established by this Agreement.

Seniority continues to accrue during the following:

- A. Paid leave of absence; and
- B. Temporary disability under IMRF or TRS.

ARTICLE XX

REDUCTION IN PERSONNEL, LAYOFF, AND RECALL

1. **Reduction of Non-Certified/Non-Licensed Staff by Seniority**

Should the Employer consider a reduction in the number of employees or the amount of hours worked by employees to become effective during the next school year, the Association shall be given written notice, not less than ninety (90) days preceding the end of the school term.

A. **Procedures for Staff/Hour Reduction**

If the number of positions must be reduced, the employees who are subject to removal shall receive notice by registered mail at least forty-five (45) calendar days before the end of the school year together with a statement of honorable dismissal and the reason therefore.

B. **Dismissal/Reduction by Seniority**

Employees to be laid off shall be dismissed on the basis of District seniority in their classification with the least senior employee in a classification being dismissed first. For purposes of this section, the classifications are as follows: a) Paraprofessionals, b) Custodians, c) Job Coaches, d) Preschool Screeners, e) Bilingual Preschool Screeners, f) Secretaries/Receptionists/Transition Specialist Coordinators, g) Job Developers/Transition Specialist Assistants, h) Vocational Evaluators, i) Nurses, j) Health Aides, k) Cooks, and l) Kitchen Staff.

C. **One-to-One Paraprofessionals**

One-to-one paraprofessionals may be released prior to the end of the school year through no fault of their own, i.e., child leaves the district, moves into another program, etc. These

paraprofessionals may be offered another District position for which they are qualified if one is available; or they may be without a position and on leave without pay until the beginning of the next school year when they may be offered another position for which they are qualified or may take another one-to-one position.

D. Employee on Leave of Absence

Employees who are on leave of absence are subject to this article.

2. Reduction of Certified and Licensed Staff Employees

Should the Employer consider a reduction in the number of certified/licensed staff members to become effective during the next school year, the Association and individual certified and licensed staff members shall be given written notice, not less than forty-five (45) calendar days preceding the end of the school term.

Layoff and recall of certified and licensed staff that occur during the term of this Agreement shall be in compliance with Section 24-12 of the Illinois School Code (105ILCS 5/24-12) and the provisions of this section.

A Joint Committee for Layoffs and Recalls (“Joint Committee”), as defined within Article 24 of the Illinois School Code, shall meet before December 1, and at least annually thereafter. The Joint Committee shall be composed of a maximum of eight members with half of the membership representing the Board, and half representing the Association. Those representing the Association must be certified or licensed. The appointments to the Joint Committee shall be made by October 1 of each school year, with the appointees serving from October 1 through the following September 30. The Joint Committee shall be charged with addressing the matters set forth in 105ILCS 5/24-12(c), paragraphs (1) through (5), as hereafter amended. Any

agreements reached by the Joint Committee must be approved by the affirmative vote of at least five members.

If reductions are anticipated, by no later than March 1 of each school term, the Director shall consult with the Association President, or if the President is not certified or licensed with a designee appointed by the President who is certified or licensed, to develop a list establishing the sequence of honorable dismissals in any layoff in accordance with the positions and groupings required by section 24-12(b) of the Illinois School Code. The Director shall complete the list and provide a copy to the Association President or his/her designee with a copy no later than April 1st. Thereafter, the Director shall promptly inform the Association President or designee if any changes in the list are made between the initial time of consultation and any layoff action taken by the Board, but in any event by no later than forty-five (45) days before the end of the school term. In addition to the sequence of honorable dismissal list, the Director will provide the Association President or designee with a list of certified and licensed staff members ranked by statutory grouping and seniority as outlined below.

If the Board deems it necessary to lay off certified and licensed staff members, those staff members to be honorably dismissed shall be chosen from among the staff members in the same position in accordance with their statutory grouping, with those in lower groupings being removed before those in higher groupings. Within Group 1 (certified staff who have not attained tenure and licensed staff still designated as probationary who have not received a performance evaluation rating prior to forty-five [45] calendar days before the end of the school term), certified and licensed staff may be honorably dismissed in any order determined by the Board. Within Group 2 (certified and licensed staff with a Needs Improvement or Unsatisfactory summative performance evaluation

rating on either of their last two [2] summative ratings), certified and licensed staff with a lower average rating on their last two (2) summative ratings (or their last rating if only one is available) shall be honorably dismissed before certified or licensed staff with a higher average rating. For purposes of calculating an average rating within Group 2: Excellent = 4; Proficient/Satisfactory = 3; Needs Improvement = 2; and Unsatisfactory = 1. Among certified and licensed staff with the same average rating in Group 2 and certified and licensed staff in Groups 3 and 4, less senior certified and licensed staff shall be removed before more senior certified and licensed staff.

3. Re-employment Procedure after Lay-off

Certified and licensed staff honorably dismissed as a result of layoff and entitled to recall pursuant to Section 24-12 of the Illinois School Code shall be notified of such recall by regular and certified mail showing proof of delivery to the staff member's last known address with a copy to the Association President or designee. It is the certified staff member's responsibility to notify the District of his/her correct mailing address. A recalled staff member shall have ten (10) calendar days from the date the recall notice is received to accept the position. Certified and licensed staff who do not accept the position offered shall be stricken from the recall list.

The District shall keep all summative evaluations for certified and licensed staff members in the member's personnel file.

ARTICLE XXI

COMPENSATION AND RELATED PROVISIONS

1. **Wages and Salary Schedule Placement Language**

The salary schedule of Certified and Licensed employees are set forth in Attachment D. Employees employed during the terms of this agreement shall receive the following compensation:

- A. For Certified/Licensed employees currently on salary schedule:
 - 1. An \$815 increase on the base salary.
 - 2. Employees on BS, BS +8, BS +15, BS +23 Steps 0 - 12 and MS, MS +8, MS +23, MS +30, MS +45 and Doctorate Steps 0 - 15 shall receive an annual step increase of 2.75%.
 - 3. Employees on BS, BS +8, BS +15, BS +23 Steps 13-16 and MS, MS +8, MS +23, MS +30, MS +45 and Doctorate Steps 16 - 20 shall receive an annual step increase of 2.25%.
 - 4. Column MS and Column Doctorate shall have a 2.25% increase. All other columns shall have a 2% increase.
 - 5. For employees currently off the salary schedule (longevity) and/or who will move off the salary schedule during the length of this contract, an annual increase of 2%.
- B. Non-Certified Employees paid an hourly wage:
 - 1. Increase base pay for all areas by \$0.75.
 - 2. All remaining hourly employees covered by this agreement shall receive a \$0.75/hour or 3%, whichever is greater, increase in their hourly wage.

2. Placement

Certified and Licensed Employees hired after this contract language is ratified who have equivalent experience in other systems shall be given full credit for the first ten (10) years of experience and one (1) year of credit for each additional two (2) years of experience to a maximum of fifteen (15) years' credit. Credit for non-teaching experience applicable to a teacher's assignment shall be granted at the discretion of the Administration. Such credit shall be professionally appropriate. In case of only a partial year's prior experience, a full year's additional credit will be given if experience was of one semester or more.

3. Educational Advancement

All course work submitted for advancement on the salary schedule will be approved in writing in advance by the Director or designee. It is the employee's responsibility to notify the administration of any credits earned that will result in salary schedule placement changes by submitting a completed "Request for Course Approval/Salary Lane Adjustment" form to the Director or designee.

Official transcripts shall be permanently filed in the administrative office for all course work submitted for credit in this schedule. To receive salary adjustments effective at the opening of the school year, all necessary documentation must be filed in the administrative office by August 30th. Only graduate degrees from accredited institutions/programs will be accepted.

4. Step Advancement

Certified/licensed employees shall be granted one incremental step for each year of employment by BHASED after their initial

placement on the salary schedule at the time of hiring until the maximum step for his/her educational lane is reached.

5. Savings Provision

To the extent that a salary raise shall cause the Employer to pay penalties to TRS attributable to the salary raise, the Employer shall be relieved of the payment of such increase to the extent it causes the Employer to incur such penalties. Additionally, if the Employer becomes subject to TRS penalties for earnings in excess of 6% the teacher must repay to the Board all amounts of creditable earnings in excess of 6% needed to avoid the penalties.

6. Off-Schedule Rate

Certified/licensed employees who are paid salaries above the highest scheduled salary for their lane shall have their salary increased or decreased as provided in this Section One of this Article. At the beginning of each school year, these employees shall receive a salary increase equal to their previous year's salary times the percent increase listed in Section One.

7. Salary Schedule Placement for Hard to Fill Positions

For "hard to fill" positions as designated by having been posted by BHASED for five (5) months or unfilled from the previous school year, the Employer is able to offer a salary that is equivalent to up to two (2) "steps" above where they would normally be placed on the BHASED Certified/Licensed salary schedule as outlined in Section 3 of this same Article for the current year. Positions filled by temporary employees are still considered vacant for "hard to fill" positions.

8. Retirement Incentive Program

A. TRS Employees

1. Eligibility:
 - a. Full-time TRS employee working 4 or more days per week (30 hours).
 - b. Worked for the District for ten (10) continuous years.
 - c. Creates no TRS 6% Penalty Condition for TRS creditable compensation exceeding 6% within the last 10 years of creditable service under the following guidelines:
 - i. Tier I members in the four (4) highest consecutive years used for TRS retirement calculations.
 - ii. Tier II members in the eight (8) highest consecutive years used for TRS retirement calculations.
2. Notice:
 - a. Written notice to the Director by May 1st up to two (2) years prior to the retirement date with the intent to participate in the Retirement Incentive.
 - b. Notice of intent to retire is irrevocable.
3. Incentive:
 - a. After giving proper notice, the Employee will be removed from the salary schedule for the following school year.
 - b. The Employee's base salary will be five percent (5%) higher than the prior year's salary schedule.
 - c. In each of the two (2) years until retirement (a maximum of two years), the Employee's salary will be increased by five percent (5%) over the prior year's salary.
 - d. Incentive is in lieu of other salary increases including step and lane changes on the salary schedule.
4. TRS Considerations: If a TRS member retires from the District with an increase in creditable earnings of 6% or

higher, then the District incurs a penalty. The District will make every effort to control these costs by following the established TRS Excess Costs guidelines.

5. Penalty Incurred
 - a. To the extent that the salary increases in this Article causes the Employer to pay penalties to TRS, the Employer shall be relieved of the payment of such increase to the extent it causes the Employer to incur such penalties.
 - b. If the Employer becomes subject to TRS penalties for earnings in excess of 6% the certified employee must repay to the Employer all amounts of creditable earnings in excess of the 6% needed to avoid the penalties.

B. IMRF Employees

1. Eligibility
 - a. Full-time IMRF employee working thirty (30) hours or more per week.
 - b. Worked for the District for ten (10) continuous years
 - c. Has reached the age of fifty-five (55).
2. Notice:
 - a. Written notice to the Director by May 1st up to two (2) years prior to the retirement date with the intent to participate in the Retirement Incentive.
 - b. Notice of intent to retire is irrevocable.
3. Incentive:
 - a. The school year after giving proper notice, the Employee's base salary or hourly pay rate will be five percent (5%) higher than the year of notice.
 - b. In each of the two (2) years until retirement (a maximum of two years), the Employee's salary or

hourly pay rate will be increased by five percent (5%) over the prior year's amount.

- c. Incentive is in lieu of other salary increases including step and lane changes on the salary schedule.
4. IMRF Considerations: If an IMRF member retires from the District with an end-of-career increase in reported earnings of 6% or higher, then the District incurs additional pension costs. The District will make every effort to control these costs by following the established IMRF Accelerated Payment guidelines.

C. Legal Action

1. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article or with procedures of the Association arising from the application of this Article the Association agrees to defend such action at its own expense and through its own counsel provided:
 - a. The Employer gives immediate notice of such action in writing to the Association and permits the Association to intervene as a party if it so desires.
 - b. The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at those trial and appellate levels.

9. Health Insurance

All employees and his/her dependents shall be eligible to participate in the Employer's Health Insurance Plans provided they are regularly scheduled to work thirty (30) hours or more per week. Eligibility, benefits and conditions for obtaining benefits shall be governed by the Plan documents. The Employer reserves the right to change the

terms of the health insurance plan during the term of this Agreement provided that any change shall apply to all employed by the Employer. The employee's share of the health insurance premiums shall be paid by payroll deduction.

The Employer will pay for employees electing to participate in employee-sponsored health insurance the sum of five-hundred dollars (\$500.00) toward the monthly premium for any tier of health insurance taken by eligible employees. The Employer agrees to provide these funds for the duration of the Agreement with a restricted opener to bargain the impact of any changes for this benefit, including changes in health insurance coverage, carrier, and/or premium cost.

10. Life Insurance

All employees regularly employed for twenty (20) hours or more per week shall be provided term life insurance in an amount of \$20,000 with the cost to be paid by the Employer.

11. Twelve Month Coverage

Employer provided insurance shall be covered by the Employer insurance plans as of the first day of the month following the first day worked.

12. Prior Service

The Employer agrees to recognize and honor all seniority, vacation and sick days accumulated by employees prior to the effective date of this Agreement.

13. Pay Period

Each certified/licensed employee shall be paid on the basis of 26 equal installments.

14. Dental Insurance

The Employer shall make available dental insurance to all employees regularly employed for thirty (30) hours or more per week. The full cost of insurance shall be borne by the employee.

15. Bilingual

The Employer will provide non-certified/non-licensed hourly staff a \$1.50 per hour premium and place Certified/Licensed staff on the step above where they would normally qualify for placement in exchange for validated bilingual expertise in any language designated by the employer as a high need area of expertise. This extra compensation will be limited to no more than two employees per designated language per bargaining unit.

16. Mileage Policy

Each employee entitled to mileage reimbursement shall be paid the current Federal rate for qualifying, reimbursable miles per the Employer's Staff Mileage Claim policy. If the Employer should propose any changes to said policy, such changes shall not become effective at a minimum until the following academic calendar year. The Employer reserves the right to amend the mileage policy with immediate changes to maintain compliance in the event of a change in Federal mileage reimbursement regulations.

17. Paraprofessional Professional Educator's License Incentive

All current and future paraprofessionals employed by BHASED who first applied for their Professional Educator's License in order to work for BHASED will be reimbursed \$100.00 on January 15th of their second school year of employment.

18. Stipends - Extracurricular and Extra Duties

The Governing Board may assign employees to perform duties relating to student activities. Duty stipends shall be paid as a fixed dollar amount.

Stipend Positions:

\$2000.00/year	Yearbook Editor
\$2000.00/year	Special Olympics Head Coach
\$1200.00/year	Special Olympics Assistant Coach (position may be shared)
\$2000.00/year	Fundraising and Development Chair
\$3500/year	Lead Teachers

ARTICLE XXII

EFFECT OF AGREEMENT

1. Entire Agreement

The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the Employer and the Association for the life of this Agreement each voluntarily and unqualifiedly waives the right and agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter referred to, or covered by this agreement. The Association reserves the right to bargain on the impact of decisions concerning compensation and related provisions, hours, terms and conditions of employment. All past practices existing prior to this Agreement are null and void.

2. Amendment and Modification

It is understood and agreed that this contract shall not be varied or amended by oral agreement or by custom or practice, and may only be amended or modified by written agreement signed by both parties. The failure of any party at any time or from time to time to exercise any right under this Agreement or to insist upon strict compliance with its provisions will not affect the right of either party to exercise any right or insist upon strict compliance thereafter.

3. Savings Clause

Should any article, section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section, or portion thereof directly specified in the decision. Upon the issuance of

such a decision, the article or section held invalid shall be modified as required by law or the tribunal of competent jurisdiction.

- A. Until all appeals are exhausted with respect to the legality, validity or enforceability of such provision, the provision shall remain in full force and effect.
- B. The Association retains the right to bargain the impact of any modifications mandated by legislative or judicial actions.

ARTICLE XXIII

DURATION

This Agreement shall be effective from the date of signing by the Employer and the Association and shall continue in effect until 11:59 p.m. on June 30, 2021.

APPENDIX A

Non-Certified Employee Hourly Rate Guidance – 2020-2021

\$12.00	Paraprofessional: Meets minimum requirements for holding an ISBE paraprofessional license
\$12.00	Kitchen/Cook: Must hold certification required of all food handlers and preparers in the State of Illinois and Rock Island County
\$13.00	Secretarial Staff/Administrative Assistant
\$12.00	Custodial Staff
\$22.50	School Nurse: Must hold valid RN nursing license and/or be eligible to take Illinois School Nursing course or must have Illinois School Nurse License
\$27.00	Sign-Language Interpreter: Must have passed the Educational Interpreter Performance Assessment (EIPA) or the Board for Evaluation of Interpreters (BEI) test in Illinois and be an approved Educational Interpreter in Illinois

APPENDIX B

Hourly Rate Enhancements:

\$0.25/hr	Each year in comparable position awarded in the same manner as Certified/Licensed placement
\$0.50/hr	Holds ISBE substitute teacher license
\$2.00/hr	Holds ISBE teaching license
\$3.00/hr	Holds ISBE teaching license with special education endorsement
\$1.50/hr	Demonstrated ELL or bilingual ability

** Paraprofessionals with highly specialized skills may receive additional rate enhancements.

