

Agreement Between
The Board of Education School District #16
and
The New Berlin Education Association
2020-2021

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Article I – Recognition

- 1.1. The Board of Education of School District #16, Sangamon County, New Berlin, Illinois, hereinafter referred to as the "Board" hereby recognizes the New Berlin Education Association - IEA/NEA, hereinafter referred to as the "Association", as the exclusive and sole negotiation agent for all regularly employed full-time certificated teaching personnel, including the certificated nurse, certificated librarian, and certificated guidance counselor. The Superintendent, Assistant Superintendents, Principals, Assistant Principals, and other administrative or supervisory personnel having the authority to hire, transfer, assign, promote, discharge, discipline, or evaluate other teachers or effectively recommend the same shall be excluded from the bargaining unit.
- 1.2. Part-time teachers employed 50% or more time shall be included in the bargaining unit, but their benefits shall be pro-rated consistent with their fractional employment status where third party carriers permit.
- 1.3. The Board agrees not to negotiate with any other teacher organization, individual employee, or group of employees, other than the Association for the duration of this Agreement with regard to items specifically contained in this Agreement.

Article II- Rights and Responsibilities

- 2.1 Teachers, as defined in Article I, shall have the right to organize, join, or not to join the Association and to participate in professional negotiations with the Board or its designee through representatives of their own choosing.
- 2.2 A copy of the agenda for all regular and special Board of Education meetings shall be emailed to the Local Association President at the same time the Board receives their copy.
- 2.3 A copy of the minutes of Board of Education meetings shall be provided to the Local Association President within five working days following the meeting at which they are officially approved.
- 2.4 The Board shall provide the Association with readily available public information upon one (1) week written request to the Superintendent, provided that the Board/Administration shall not be required to do any research and/or assembly to provide such information. In such instances, that additional research or assembly time is mutually set by the Superintendent and Local President.
- 2.5 The local Association shall have the right, upon the advanced approval of the Superintendent, to use school buildings for meetings at a time when school is not in session, provided that such meetings do not interfere with instructional and/or extracurricular programs. All meeting areas shall be approved by the Superintendent. Whenever special custodial service is required, the Board may make a reasonable charge for this service.
- 2.6 The Association may use faculty mailboxes or email for announcements on behalf of its members. The Superintendent shall receive a copy of all communications placed in faculty mailboxes upon request.
- 2.7 The Association shall have the right to post notices of Association social and business activities on administrator designated bulletin boards.
- 2.8 Upon one (1) week advance written notice to the Superintendent, the Board of Education shall furnish to the Association, one (1) copy of the annual audit, annual budget, and bimonthly financial reports.
- 2.9 The Board shall place online a copy of the Board Policy Manual.

Article II- Rights and Responsibilities (cont'd)

2.10 Dues Deduction

- A. Any member of the bargaining unit who is a member or who has applied for membership in the Association may sign and deliver to the Superintendent an authorization for continual dues deduction, the amount of which shall be annually certified by the Association. The appropriate authorization forms will be provided by the Association. A continual authorization shall remain in effect unless the employee revokes said authorization in writing between September 1 and September 15 of a school year. Should an employee leave the District the dues will cease. Should an employee drop his/her membership, the dues will cease upon the NBEA President or IEA-NEA receiving written notice from the member. Should the final paycheck not contain sufficient funds, the Board shall deduct only the amount available. With the dues deduction authorization, the Board shall deduct such dues from the regular salary check of the bargaining unit member in equal installments over an eight month basis beginning in October and ending in May of each year. The Board shall remit deducted dues to the Association within 7 business days of the payday.

- B. The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article.

Article III- Negotiations Procedures

- 3.1 Good faith, for the purpose of this Agreement, is defined as the willingness of both parties to meet, discuss the issues, and make proposals and counterproposals in an effort to reach an agreement. It does not imply acquiescence or concession to either party's demands either in whole or in part. Each party shall select its own representatives not to exceed eight (8) in number at any given session.
- 3.2 Both parties agree that it is their mutual responsibility to confer upon their respective representatives the necessary power and authority to make proposals, consider proposals, make counterproposals, and to seek tentative agreements. All tentative agreements shall be reduced to writing and initialed by the spokesperson of the respective teams at the time the tentative agreement is reached, and upon tentative agreement of all negotiated items the entire contract shall be submitted to the Association for ratification and subsequently to the Board for adoption.
- 3.3 Negotiations shall begin no later than June 1 of the year the contract terminates. All items proposed for negotiations shall be presented in writing by the Association at the first session and thereafter shall not be expanded. The Board of Education will present in writing its counterproposal within thirty (30) days of the date they received the teachers' proposed contract package.
- 3.4 Bargaining sessions shall be closed meetings. Dates of meetings shall be determined by mutual agreement. Meetings shall generally last two (2) hours, except that either party may adjourn a meeting earlier if no progress is being made toward settlement. The parties may mutually agree to extend a meeting. The date and location of the next negotiating session shall be mutually agreed upon by both parties by the close of each negotiation session.
- 3.5 If a tentative agreement has not been reached by the Parties on all outstanding issues 45 days before the first day of the next school year, either Party may in writing declare to the other Party that the services of a federal mediator through the Federal Mediation and Conciliation Service is needed. Regardless of which Party requests mediation the other Party shall cooperate in good faith to secure the services of a mediator. If a federal mediator is not available, then the Parties shall jointly request the Illinois Educational Labor Relations Board to provide a mediator.
- 3.6 It is expressly understood and agreed that all functions, rights, powers, and authority of the administration of the School District and the Board of Education which are not specifically limited by the express language of this Agreement are retained by the Board provided, however, that no such right shall be exercised so as to violate any of the specific provisions of this Agreement.

Article IV – Grievance Procedures

4.1 Definitions

- A. Any claim by a teacher or by the Association that there has been an alleged violation, misinterpretation, or misapplication of the terms of this Agreement shall be a grievance.
- B. All time limits shall consist of school days, except when a grievance is submitted fewer than ten (10) days before the close of the current school term, time limits shall consist of all weekdays, i.e. Monday through Friday excluding holidays.
- C. No tenured teacher of the District shall be disciplined without just cause. Discipline includes but is not limited to warnings, reprimands, and suspensions. At the time such action is taken, written notice of specific grounds forming the basis for the disciplinary action will be delivered to the Employee. Performance evaluations are not considered discipline.

4.2 Procedures

The parties hereto acknowledge that it is usually most desirable for a teacher and his or her immediately involved supervisor to resolve problems through free and informal communications. An attempt shall be made by the grievant to resolve any grievance by means of an informal verbal communication between the grievant and his or her immediately involved supervisor. If, however, the informal process fails to satisfy the grievant, a grievance may be processed as follows:

Step A: If the grievance is not resolved informally, then the grievant shall present the grievance in writing to the immediately involved supervisor. The grievance shall specify the article and clause alleged to have been violated and shall state the remedy sought. The grievance shall be initiated at this step within thirty (30) days from the point the grievant becomes aware of the alleged violation, or should have become aware, whichever is later. The immediately involved supervisor shall arrange for a meeting to take place with the grievant within ten (10) days after the receipt of the grievance. The immediately involved supervisor shall provide a written answer, which includes the reason for his/her decision to the grievant within ten (10) days after the scheduled meeting.

Step B: If the grievance is not resolved at Step (A), the aggrieved may refer the grievance to the Superintendent or his official designee within ten (10) days after the receipt of the Step (A) response. The Superintendent or his official designee shall arrange for a meeting to take place within ten (10) days of his receipt of the appeal. Within ten (10) days after the meeting the grievant shall be provided with the Superintendents written response, which includes the reason for his/her decision.

Article IV – Grievance Procedures (cont’d)

Step C: If the Association is not satisfied with the disposition of the grievance at Step (B) or the time limits expire without a response from the Superintendent, the Association may submit the grievance to the American Arbitration Association for a binding resolution under the Voluntary Labor Arbitration Rules of the American Arbitration Association. If a request for a hearing is not filed within thirty (30) days of the date of the Step (B) answer, then the grievance shall be deemed withdrawn.

1. Neither the Board of Education nor the Association shall be permitted to assert any grounds or evidence before the arbitrator, which has not previously been disclosed to the other party.
2. The arbitrator, in his opinion, shall not amend, modify, nullify, ignore, or add to the provisions of this Agreement. His authority shall be strictly limited to deciding only the issue presented to him in writing by the School District and the Association, and his decision must be based only upon his interpretation of the meaning or application of the express relevant language of the Agreement
3. Each party shall bear the full costs for its representation in the grievance procedure.
4. Each party shall share equally the cost of the arbitrator and the associated filing fees. 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 transcripts shall be divided equally between the Board and the Association.
5. If the Association or any employee files a complaint or suit in a court of competent jurisdiction, the school district shall not be required to process the claim or set of facts through the grievance procedure.

4.3 Class Grievance

Class grievance involving more than one teacher or a supervisor above the building level shall be initially filed by the Association at Step (B).

4.4 Grievance Withdrawal

A grievance may be withdrawn at any level without establishing a precedent.

Article IV – Grievance Procedures (cont'd)

4.5 Time Bar

Failure of the grievant or the Association to act on any grievance within the prescribed time limits will bar any further appeal. Failure of the administration to act on the grievance within the prescribed time limits will allow the grievant to appeal to the next step.

4.6 By-Pass to Superintendent

If the Association and the Superintendent agree, Step (A) of the formal grievance procedure may be by-passed and the grievance brought directly to Step (B) or Step (C).

4.7 No Reprisals Clause

No reprisals shall be taken by the Board or the administration against any employee because of the employee's participation in a grievance.

4.8 Filing of Materials

All records related to a grievance shall be filed separately from the personnel files of the employee.

Article V- Leaves of Absences

5.1 Sick Leave

Each member shall be granted ten (10) days sick leave per year to be used for personal illness, quarantine at home, or serious illness or death in the immediate family (as defined in 24.6 of the ILLINOIS SCHOOL CODE). If the teacher does not use the full amount of annual leave allowed, the unused sick days shall accumulate unlimited for the life of the contract, not to exceed 360 days. Sick leave can be taken in half or whole days. The following scale will increase available sick leave days as follows:

If 50 days are accumulated after 10 years of service 11 days
If 80 days are accumulated after 15 years of service 13 days
If 110 days are accumulated after 20 years of service 15 days
If 140 days are accumulated after 25 years of service 20 days

A record of each teacher's sick leave days will be kept for each year of his/her employment with the district. Said record will indicate the number of annual sick leave days available and the number of days used during that school year.

5.2 Tuition Reimbursement and Professional Development

The board shall provide \$450 per teacher non-transferable to the purpose of professional development approved in advance by the superintendent.

These funds may be used, with prior Superintendent approval, for professional workshops, conferences, seminars and college course credit that are specifically aligned to the school's SIP, to the District's Strategic Plan, and/or to a teacher's assigned teaching duties. College courses, to qualify for reimbursement, must be offered by a recognized and accredited institution of higher learning. Each teacher will provide proper documentation for reimbursement for these expenses, which includes proof of completion of the course with a grade of B (or its equivalent) or higher. These funds cannot be used to hire substitute teachers. In the event of an overnight stay, each employee shall have their own bed to sleep in, unless the employees agreed otherwise.

5.3 Personal Leave

Three (3) personal leave days per year shall be granted for personal leave subject to the following requirements:

- A. Requests for personal leave shall be made to the appropriate Principal forty-eight (48) hours in advance of the day for which the leave is requested. Personal leave can be taken in half days or whole days.

- B. No personal leave will be granted for an absence occurring the day before or after the following holidays: Thanksgiving, Christmas, Easter, Spring Break or during the first 5 days or last 5 days of a school year (Personal leave may be granted at the Superintendent's or designee's sole discretion during the first or last five days of the school year) or a day on which semester tests are scheduled.
- C. No more than a maximum of four (4) teachers at the elementary, two (2) at the junior high, and three (3) at the high school, not to exceed six (6) teachers district-wide, may be granted personal leave on the same day. In case of an emergency or special circumstance, with the approval of the Superintendent, the above conditions may be waived.
- D. Unused personal leave will be allowed to accumulate to 4 days. After 4 days are accumulated, any additional personal days will roll over as sick leave at the beginning of the next school year. Personal days can be used based on principal's approval.
- E. Three (3) paid days will be granted for reason of bereavement for death of each immediate family member. These days will not be charged against the employee's sick leave or personal leave. "Immediate family" shall include parents, step-parents, spouse, brothers, sisters, children, step-children, grandparents, grandchildren, parents-in-law, brother and sisters-in-law, daughters-in-law, sons-in-law, grandparents-in-law, nieces, nephews, aunts, uncles, first cousins, legal guardians, and any legal dependent.
- F. Personal leave can be used for the cause of bereavement or death for those other than "immediate family" members, i.e. friends, etc. If a death occurs with no usable personal leave, the teacher may borrow a personal day from next year's allocation.
- G. Staff may borrow up to one personal day from next year's allocation for emergency use. This is a onetime occurrence with superintendent approval.
- H. No personal days will be taken on SIP days, institute or in-service days.

5.4 Association Leave

Officers and representatives of the Association shall be granted a maximum of five (5) working days Board paid leave for official Association business upon written notice to the Superintendent or his designee. When a substitute is needed to replace an employee using this leave the Board and Association shall equally share this cost.

Article V- Leaves of Absences (cont'd)

5.5 Leave of Absence

Leaves of absence may be granted without pay to tenured teachers who desire to return to employment in a similar capacity upon termination of said leave. Said leave shall not be counted as teaching experience on the salary schedule. A letter of intent to return from a leave of absence must be filed with the Superintendent thirty (30) days prior to the end of said leave. A failure to provide said notification will be considered as having terminated contractual service.

Each approved leave of absence shall be of the shortest possible duration required to meet the purpose of the leave consistent with a reasonable continuity of instruction for students. Leaves of absence without pay shall normally be for no more than one (1) year; however, under special conditions, e.g. a 2 year graduate program, tenured teachers granted leave may apply for an extension not to exceed one (1) additional year. Leaves shall be granted to tenured teachers according to the following condition.

- A. Written requests for leaves of absence without pay should be made at least two (2) months before leave is desired, subject to approval by the Board.
- B. If acceptable to the Superintendent the dates that the leave shall begin and end shall be put in writing and presented to the Board.
- C. Leaves of less than (1) month, if acceptable to and approved by the Board, will not require one (1) month notice.
- D. Leave may be granted for:
 - 1. advanced study leading to a degree in an approved university;
 - 2. educationally related travel if the applicant provides an itinerary and an explanation of how such travel will improve the educational program;
 - 3. military service;
 - 4. child care; maternity; paternity; adoption; foster care;
 - 5. other reasons acceptable to the Board.

5.6 Family Medical Leave

Family and medical leave shall run concurrently with other leaves provided herein or by law. Any period of leave taken pursuant to this provision by a non-tenured teacher will qualify toward the continuous employment requirement of 105 ILCS 5/24-11 regarding contractual continued service.

Article VI – Reduction in Force by Sequence of Dismissal

- 6.1 All teachers shall be placed in one of four groupings based upon their individual summative performance evaluation rating (teacher evaluation form). Placement in one of the four groupings shall occur as follows:
- A. Group 4 (Excellent): Two out of the last three summative performance evaluation ratings of a teacher have been Excellent, but none of the last three ratings have been either Needs Improvement or Unsatisfactory.
 - B. Group 3 (Proficient): The last two summative performance evaluation ratings have been either Needs Improvement, Proficient, or Excellent where the average is 3.00 or above.
 - C. Group 2 (Average of last two evaluations is 2.999 or below): The average of the last two summative performance evaluation ratings of a teacher is 2.999 or below.
 - D. Group 1 (Not Evaluated): Probationary teachers who have not been evaluated.
- 6.2 The numerical value range assigned for each of the Group performance evaluation ratings specified in 6.1 above are as follows:
- A. Excellent shall be a range of 4.0-3.8 points;
 - B. Proficient shall be a range of 3.799-3.0 points;
 - C. Needs Improvement shall be a range of 2.999-1.999 points;
 - D. 1.998-0 points shall be deemed Unsatisfactory.
- 6.3 After a teacher is placed within one of the Groups (1, 2, 3, or 4), then the teachers shall be ranked within these respective Groups as follows:
- A. Group 4: The average numerical value of the teacher's last two summative performance evaluations shall be averaged to determine that teacher's raw score. Teachers will then be ranked for sequence of dismissal based upon their individual raw scores with the highest score at the top and then ranked in descending order according to the raw score. If the raw score of any teachers are tied, then the teacher with the most seniority as a teacher in New Berlin CUSD #16 shall be ranked higher on the sequence of dismissal list than the other teacher(s) with the same raw score.

Article VI – Reduction in Force by Sequence of Dismissal (cont'd)

- B. Group 3: The average numerical value of the teacher's last two summative performance evaluations shall be averaged to determine that teacher's raw score. Teachers will then be ranked for sequence of dismissal based upon their individual raw scores with the highest score at the top and then ranked in descending order according to the raw score. If the raw score of any teachers are tied, then the teacher with the most seniority within New Berlin CUSD #16 shall be ranked higher on the sequence of dismissal list than the other teacher(s) with the same raw score.
 - C. Group 2: The average numerical value of the teacher's last two summative performance evaluations shall be averaged to determine that teacher's raw score. Teachers will then be ranked for sequence of dismissal based upon their individual raw scores with the highest score at the top and then ranked in descending order according to the raw score. If the raw score of any teachers are tied, then the teacher with the most seniority within New Berlin CUSD #16 shall be ranked higher on the sequence of dismissal list than the other teacher(s) with the same raw score.
 - D. Group 1: Teachers may be dismissed at the discretion of the Board of Education without regard to raw scores or seniority.
- 6.4 In the event the Board of Education approves a reduction in force, teachers shall be dismissed in the following sequence : 1) first in Group 1 at the Board's discretion; 2) then teachers in Group 2 with the lowest raw score shall be dismissed first depending upon positions categorized according to legal and District qualifications; 3) then teachers in Group 3 with the lowest raw score shall be dismissed first depending upon positions categorized according to legal and District qualifications; 4) then teachers in Group 4 with the lowest raw score shall be dismissed first depending upon positions categorized according to legal and District qualifications.
- 6.5 No Grievance shall be filed or processed challenging substantive administrative evaluations of an individual teacher's performance rating and/or the overall summative performance rating of any teacher. Article VI Grievances shall be strictly limited to procedural matters and the mathematical calculations for placement in Group 3 or Group 2.

Article VII – Working Conditions

7.1 Tentative Assignments

Teachers shall be given written notice of their tentative teaching assignments not later than August 1st. In the event a change is made after this date, the teacher shall be notified and allowed to resign if the change is unacceptable.

7.2 Teacher Work Day

The teacher work day will be 7 hours and 31 minutes. The normal teaching day for teachers will require a teacher to report to his/her duty station thirty (30) minutes before the opening of the official student day and a teacher shall be required to remain ten (10) minutes after the end of the official student day unless dismissed early because of special conditions. Teachers will not leave before the buses leave unless approved by the principal. A principal may permit a teacher to leave immediately after the close of the official student day if, in the principal's opinion, the teacher has a justifiable reason. The opening and closing time for the student day will be determined by the Board for each attendance center. Teachers, however, shall also be required to remain for:

- A. Scheduled parent-teacher and student-teacher conferences, meetings and open houses;
- B. Fulfillment of extracurricular assignments;
- C. Scheduled Principal's Faculty Meetings (maximum 45 minutes beyond close of official school day); Principal's Faculty Meetings will be held once a month. Teachers will be given at least 48 hours notification prior to a faculty meeting. In the event that a 48 hour notification is not possible, teachers will not be penalized for non-attendance at the meeting. Itinerant faculty will attend the faculty meeting in the building in which they spend the majority of their day.
- D. Emergencies as defined by the Administration.
- E. After school committee meetings will end by 4:30 PM

After school meetings will not be held on a Friday or the day before a holiday (Thanksgiving, Christmas, Easter). Teachers required to be in attendance at night meetings (after 6:00 p.m.) will be notified in writing at least one week in advance, except in cases of emergency as mutual agreement of the administration and the Association.

Article VII – Working Conditions (cont'd)

7.3 Student Schedule

The schedule for the Junior-Senior High Schools shall be no more than 8 periods.

If there is an intention to change the starting and ending times more than 15 minutes, it will be negotiated.

If the Board has an intention to change, the Association will be notified by December 1 of each year of the desire to change, and of the Board's willingness to bargain both the decision and the impact of a change in the daily schedule.

7.4 Dismissal Time - Thanksgiving, Christmas, and Easter

Dismissal time for teachers on the school day immediately preceding Thanksgiving, Christmas, and Easter vacations shall be five (5) minutes after buses have left unless an emergency situation exists. The dismissal time for students on these days shall be the amount of time necessary to receive full state aid.

7.5 Intentionally Blank

7.6 Personnel File

A teacher shall have the right to examine the contents of his/her personnel file providing an administrator is present with the exception of those materials exempted by statute. Said review shall take place during the regular hours established for the central office. The teacher shall have the right to respond in writing to any materials in the file, and his/her response shall be attached to the file copy. Upon request, the teacher, at his/ her own expense, will be provided one (1) copy per year of the material in the file. Materials related to the discipline or evaluation of a teacher shall be placed in the personnel file of the teacher only after the teacher has had the opportunity to read the materials.

No materials related to the discipline of a teacher shall be placed in the personnel file of a teacher more than thirty (30) calendar days from the date of the incident giving rise to the placement of the item in the file.

Article VII – Working Conditions (cont'd)

7.7 Teacher Evaluation

A. Frequency of Evaluations

Non-tenured teachers shall be evaluated at least once each year. Tenured teachers shall be evaluated at least once every two years with said evaluation(s) being completed prior to May 1 of the year of the evaluation. Teachers may request an additional evaluation.

B. Nature of Observations

All teacher observation will be conducted by qualified administrators. An observation shall be made for a minimum of thirty (30) uninterrupted minutes.

C. Rating Scale

Ratings shall include "excellent", "proficient", "needs improvement" and "unsatisfactory".

D. Teacher Evaluations Placed in Personnel File

A copy of each teacher's evaluation shall be placed in that teacher's personnel file and a copy of the same shall be provided to the teacher within ten (10) days. Teachers shall be given an opportunity to attach a statement of rebuttal to each evaluation.

E. Unsatisfactory Evaluations of Tenured Teachers

When a written evaluation results in an unsatisfactory rating, a remediation plan shall be devised and initiated in an effort to correct the areas identified as unsatisfactory.

F. Teacher Evaluation Process Subject to Grievance

Only the above aspects (A-F) of the evaluation process are subject to the grievance procedure.

Article VII – Working Conditions (cont'd)

7.8 Extra Duty Assignments

- A. Whenever the District determines that a vacancy exists in an extra duty assignment, the District shall advertise the vacancy before assigning a replacement.
- B. In the event the district decides to terminate an extra duty assignment, the District shall first notify the teacher in writing of the intended change and shall give the teacher an opportunity to discuss the termination with the Superintendent. In the event the teacher is not satisfied with the results of the conference with the Superintendent, the teacher may appeal to the Board.
- C. A teacher may request to be released from an extra duty assignment by giving written notice to the Superintendent. The Superintendent shall advertise for volunteers to fill the assignment from among members of the unit. In the event the district elects not to accept a volunteer, the district may also consider persons who are not members of the unit. The Superintendent's decision to grant or to deny a teacher's request for release from an extra duty assignment may be appealed to the Board.
- D. When a resignation of an extra duty and/or athletic position is received by the Administration/ Board, reasonable efforts will be made to fill the position, with someone acceptable to the Board, in a timely manner.
- E. Prior experience in other districts has no bearing on experience in CUSD 16. Prior experience in the district as a coach in the same sport at any level; will be used to determine proper placement on this schedule. This experience within the district need not be continuous to count for proper placement on the schedule.

7.9 Vacancies

A. Vacancy Defined

A vacancy occurs whenever a current or newly created bargaining unit position is open for the following year. Current bargaining unit employees may apply and shall be given an opportunity to interview for any vacancy for which they apply.

B. Posting of Vacancies

Whenever a vacancy occurs for the following year the Superintendent shall, within four (4) working days, e-mail a vacancy notice to the Local Association President .

Article VIII – Economic Benefits

8.1 Employee Compensation Insurance

- A. The Board will pay 100% of the monthly PPO “Employee Only” health insurance premium from August 1st, 2020 until November 30th, 2021. If employees have or choose a different health insurance plan during open enrollment (including but not limited to HSA Employee Only, HSA Employee & Spouse, HSA Employee & Child(ren), HSA Family, PPO Employees & Spouse, PPO Employee & Child(ren), PPO Family, HMO Employee Only, HMO Employee & Spouse, HMO Employee & Child(ren), and HMO Family), the employee will pay the difference between the employee’s plan of choice and the dollar amount equal to the Board paid 100% of the monthly PPO. If an HSA plan is offered and an employee is taking the HSA plan, the difference between the individual HSA monthly premium and the PPO plan will be deposited into a Health Savings account for said employee. In subsequent years, the Board continue to pay that same amount and any increase to the premium from the 2020 premium will be split 50/50 between the Board and the employee. If a certified employee elects only the dental and/or vision coverage under the District group health plan (provided the plan allows such a partial election of coverage), but does not elect full coverage, the Board will pay the individual premium cost for dental and/or vision coverage up to but not more than an amount equal to the maximum as prescribed by 8.1A. A certified employee who elects only dental and/or vision coverage is not entitled to receive the difference between the annual cost of that partial coverage and the maximum as prescribed by 8.1A amount for full coverage.
- B. If the Board anticipates a change in coverage or carrier, the Association will be notified and a committee appointed by the association will be allowed advisory input as to the coverage and carrier.
- C. The Board will provide a Sec. 125 plan to shelter employee premium costs.

8.2 Shelter Teacher Retirement Contribution

As provided by law, the Board agrees to pay to the Teachers’ Retirement System (TRS) on behalf of each teacher under the “salary add-on method” an amount up to nine per cent (9%) of the teacher’s creditable earnings for each fiscal year during the term of this Agreement. The Board will continue making TRS contributions of 9% as long as the 9% level is allowed by law. If during the term of this Agreement the 9% level of contribution is reduced by law, the Association acknowledges that employees are not entitled to the excess between a lesser contribution percentage and the 9% level, but retain the right to engage in good faith negotiations on this subject as provided hereinafter. In the event the law is changed or modified after July 1, 2017, concerning the obligations of teachers and/or the Board in making pension contributions, either party may serve upon the other party a written notice to reopen bargaining pertaining only to 8.2. If such a notice to

Article VIII – Economic Benefits (cnt’d)

bargain is served and received, the parties agree to promptly meet and negotiate any modifications in good faith.

8.3.1 Mileage

Teachers required by the Administration to use their own transportation in the performance of their duties shall be reimbursed at the rate equal to the amount of the Illinois State rate. The Illinois State rate shall be the reimbursement rate for the contract period.

8.4 Pay Period

All employees of the District will be paid on the 1st and 15th day of each month. If the 1st or 15th occurs on Saturday or Sunday, the pay date will be the previous business day. The only exception will be the first pay date in January, which shall be the first business day on or after January 2nd.

8.5 Retirement Incentive Award Payment

- A. An employee who submits to the Board of Education on or before August 15th four (4) years prior to the June 30th of the year of actual retirement an irrevocable letter (unless otherwise agreed to by the Board) to retire shall be eligible for a retirement incentive in each of his/her final four (4) years of teaching service provided the employee meets all of the following express conditions:
1. The employee shall have a minimum of twenty (20) years of continuous full-time teaching service in CUSD #16 at the intended date of retirement; and,
 2. The employee (teacher) shall not retire pursuant to the TRS Early Retirement Option (ERO) or its equivalent; and,
 3. The employee (teacher) retirement shall not result in CUSD #16 being required to pay any penalty, surcharge or supplemental contribution assessment to TRS caused by the employee’s retirement; and,
 4. The employee (teacher) must be either sixty (60) years of age by the June 30th in which the retirement is effective or at least fifty-five (55) years of age with at least thirty-five (35) years of creditable service by the June 30th in which the retirement is effective and does not retire pursuant to an ERO option.

Article VIII – Economic Benefits (cont’d)

In exchange for the employee’s (teacher) submission of a binding and irrevocable letter of retirement (unless otherwise agreed to by the Board), CUSD #16 shall remove the employee from the teacher’s salary schedule and for each fiscal year prior to the date of retirement shall pay a six percent (6%) increase in the employee’s creditable earnings from the amount of reportable creditable earnings paid the previous year. For the purpose of this calculation the previous year’s creditable earnings shall include CUSD #16’s TRS contribution made on behalf of the teacher. In no event, shall any amount in excess of the 6% salary increase paid on reportable creditable earnings from year to year prior to the actual date of retirement be considered due and owing to the employee (teacher) within the period prior to retirement.

- B. CUSD #16 and the employee (teacher) agree to execute a retirement incentive agreement that governs the payment of the retirement award.
- C. An employee shall be eligible for the above retirement incentive payments for one (1), two (2) or three (3) years if the irrevocable letter of retirement is submitted by the August 15th date and expressly specifies a period of less than four (4) years prior to retirement and the employee (teacher) meets all of the other conditions set forth in subparagraphs A and B above.
 - 1. Example: A teacher applies for the award 1 year prior to retirement. The teacher’s creditable earnings for 2008-2009 school year were \$40,000.00. The teacher’s final year creditable earnings will be \$42,400.00 ($\$40,000.00 \times 1.06 = \$42,400.00$).
 - 2. Example: A teacher applies for the award 3 years prior to retirement. The teacher’s creditable earnings for 2008-2009 school year were \$40,000.00. The teacher’s first year creditable earnings will be \$42,400.00 ($\$40,000.00 \times 1.06 = \$42,400.00$). The teacher’s second year creditable earnings will be \$44,944.00 ($\$42,400.00 \times 1.06 = \$44,944.00$). The teacher’s final year creditable earnings will be \$47,640.00 ($\$44,944.00 \times 1.06 = \$47,640.00$).
- D. If a teacher has an extra duty obligation at the commencement of the retirement incentive program and ceases to perform those duties during the retirement incentive period, the calculation of the teacher’s six percent (6%) increase shall be reduced by the amount of the extra duty compensation.
 - 1. Example: A teacher applies for the award 3 years prior to retirement. The teacher’s creditable earnings for the 2008-2009 school year were \$40,000.00. The teacher’s first year creditable earnings will be \$42,400.00 ($\$40,000.00 \times 1.06 = \$42,400.00$). The teacher’s second year creditable earnings will be \$44,944.00 ($\$42,400.00 \times 1.06 = \$44,944.00$). The teacher

Article VIII – Economic Benefits (cont’d)

ceases to perform an extra duty assignment in his/her final year of employment for which he/she would have been paid \$2,000.00. The teacher’s final year of creditable earnings will be \$45,520.00 ($\$44,944.00 - \$2,000.00 \times 1.06 = \$45,520.00$).

- E. Once an irrevocable letter of retirement is submitted, the employee will not be assigned any additional extra duties or TRS reportable duties not currently being performed without the consent of the employee.
- F. If a teacher fails to complete the pre-retirement periods, leaves CUSD #16 prior to the designated retirement date or otherwise retires under the statutory Early Retirement Option causing CUSD #16 to have to pay a penalty or other monies constituting a surcharge to the Teacher Retirement System, CUSD #16 shall be entitled to damages for breach of contract against the teacher in the amount equal to the retirement incentive payment received by the teacher including taxes and retirement withholdings. Upon complete reimbursement, the teacher shall be entitled to any general wage increase, which would have been applicable during the pre-retirement period.
- G. In the event the retirement award provided for in this Article would cause CUSD #16 to pay a penalty or other monies constituting a surcharge to the Teacher Retirement System or would conflict with any state statute or final rule or regulation promulgated by the Teacher Retirement System, the provisions of this Section shall become void and the parties agree to reopen this Agreement and attempt to midterm bargain changes necessary to correct any defect created by this incentive.
- H. Teachers shall not rely upon the continuation of this retirement incentive award payment program in subsequent collective bargaining agreements. Unless the parties agree to continue this Section in a subsequent collective bargaining agreement, the foregoing benefits will be denied to those who have not applied for such benefits prior to the expiration of this Agreement.

Article IX – Effect of Agreement

9.1 Complete Understanding

The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. The terms and conditions may be modified only through written mutual consent of the parties.

9.2 No Strike

The Association agrees that during the effective dates of this Agreement, it will not take any concerted activity against the Board, individual Board members, or its representatives including the withholding in whole or in part of any duty or service, school-related picketing, or disruptive activity.

9.3 Savings Clause

Should any article, section, or clause of this agreement be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect.

9.4 Effect of Agreement

This language Agreement shall become effective August 1, 2020, and shall continue in effect until August 1, 2021.

This agreement is signed this _____ day of _____.

In witness thereof:

**FOR THE NEW BERLIN
EDUCATION ASSOCIATION**

**FOR THE BOARD OF EDUCATION
SCHOOL DISTRICT 16**

President

President

Secretary

Secretary

APPENDIX A

Steps: Steps will end at the following:

| | |
|---------|----|
| BA +0 | 10 |
| BA + 8 | 12 |
| BA + 16 | 14 |
| BA + 24 | 18 |

Once an employee reaches the last step in a column said employee will only receive future salary increases as a percentage and will not receive step adjustments. No employee may ever move more than one vertical step in one year.

Appendix A cont.

| 2020-2021 | | | | | | | | | |
|------------------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| SALARY SCHEDULE | | | | | | | | | |
| | | | | | | | | | 3.25% |
| STEP | BA-0 | BA-8 | BA-16 | BA-24 | MA-0 | MA-8 | MA-16 | MA-24 | MA-32 |
| 0 | \$ 33,868.86 | \$ 35,467.54 | \$ 37,066.23 | \$ 38,664.90 | \$ 40,263.57 | \$ 41,862.25 | \$ 43,460.92 | \$ 45,059.60 | \$ 46,658.27 |
| 1 | \$ 34,556.60 | \$ 36,207.24 | \$ 37,857.88 | \$ 39,508.51 | \$ 41,159.14 | \$ 42,809.77 | \$ 44,460.40 | \$ 46,111.04 | \$ 47,761.66 |
| 2 | \$ 35,420.51 | \$ 37,112.42 | \$ 38,804.33 | \$ 40,496.22 | \$ 42,188.11 | \$ 43,880.02 | \$ 45,571.91 | \$ 47,263.81 | \$ 48,955.71 |
| 3 | \$ 36,089.08 | \$ 37,823.27 | \$ 39,557.48 | \$ 41,291.67 | \$ 43,025.86 | \$ 44,760.06 | \$ 46,494.25 | \$ 48,228.45 | \$ 49,962.64 |
| 4 | \$ 36,768.92 | \$ 38,546.48 | \$ 40,324.04 | \$ 42,101.59 | \$ 43,879.13 | \$ 45,656.69 | \$ 47,434.23 | \$ 49,211.79 | \$ 50,989.33 |
| 5 | \$ 37,724.91 | \$ 39,548.68 | \$ 41,372.47 | \$ 43,196.23 | \$ 45,019.99 | \$ 46,843.76 | \$ 48,667.52 | \$ 50,491.29 | \$ 52,315.05 |
| 6 | \$ 38,705.76 | \$ 40,576.95 | \$ 42,448.15 | \$ 44,319.33 | \$ 46,190.51 | \$ 48,061.70 | \$ 49,932.88 | \$ 51,804.07 | \$ 53,675.25 |
| 7 | \$ 39,712.11 | \$ 41,631.95 | \$ 43,551.80 | \$ 45,471.63 | \$ 47,391.46 | \$ 49,311.30 | \$ 51,231.13 | \$ 53,150.97 | \$ 55,070.80 |
| 8 | \$ 40,600.94 | \$ 42,520.77 | \$ 44,440.61 | \$ 46,360.45 | \$ 48,280.28 | \$ 50,200.11 | \$ 52,119.95 | \$ 54,039.78 | \$ 55,959.61 |
| 9 | \$ 41,489.74 | \$ 43,409.59 | \$ 45,329.42 | \$ 47,249.26 | \$ 49,169.09 | \$ 51,088.91 | \$ 53,008.75 | \$ 54,928.61 | \$ 56,848.42 |
| 10 | \$ 42,378.56 | \$ 44,298.33 | \$ 46,218.59 | \$ 48,137.60 | \$ 50,057.86 | \$ 51,978.11 | \$ 53,897.15 | \$ 55,817.40 | \$ 57,737.66 |
| 11 | | \$ 45,187.21 | \$ 47,107.04 | \$ 49,026.87 | \$ 50,946.70 | \$ 52,866.54 | \$ 54,786.40 | \$ 56,706.21 | \$ 58,626.04 |
| 12 | | \$ 46,076.02 | \$ 47,995.85 | \$ 49,915.69 | \$ 51,835.53 | \$ 53,755.36 | \$ 55,675.20 | \$ 57,595.02 | \$ 59,514.85 |
| 13 | | | \$ 48,884.67 | \$ 50,804.49 | \$ 52,724.33 | \$ 54,644.16 | \$ 56,564.00 | \$ 58,483.83 | \$ 60,403.67 |
| 14 | | | \$ 49,773.48 | \$ 51,693.31 | \$ 53,613.14 | \$ 55,532.98 | \$ 57,452.82 | \$ 59,372.64 | \$ 61,292.48 |
| 15 | | | | \$ 52,582.12 | \$ 54,501.95 | \$ 56,421.79 | \$ 58,341.63 | \$ 60,261.46 | \$ 62,181.29 |
| 16 | | | | \$ 53,470.93 | \$ 55,390.77 | \$ 57,310.61 | \$ 59,230.45 | \$ 61,150.27 | \$ 63,070.11 |
| 17 | | | | \$ 54,359.74 | \$ 56,279.58 | \$ 58,199.42 | \$ 60,119.27 | \$ 62,039.08 | \$ 63,958.91 |
| 18 | | | | \$ 55,248.56 | \$ 57,168.40 | \$ 59,088.23 | \$ 61,008.06 | \$ 62,927.89 | \$ 64,847.74 |
| 19 | | | | | \$ 58,057.20 | \$ 59,977.04 | \$ 61,896.89 | \$ 63,816.70 | \$ 65,736.54 |
| 20 | | | | | \$ 58,946.02 | \$ 60,865.85 | \$ 62,785.69 | \$ 64,705.53 | \$ 66,625.36 |

APPENDIX B

Extra Duty Salary Schedule

All Activities and sports will be paid over the year.

| Duty | % OF BASE |
|-------------------|------------------|
| Freshman Sponsor | 2% each sponsor |
| Sophomore Sponsor | 2% each sponsor |
| Junior Sponsor | 3% each sponsor |
| Senior Sponsor | 4% each sponsor |

Sponsors limited to two per class.

| Duty | YEARS OF EXPERIENCE | | | | |
|--|----------------------------|------------|------------|-------------|------------|
| | <u>1-2</u> | <u>3-5</u> | <u>6-8</u> | <u>9-11</u> | <u>12+</u> |
| Art Club | 4% | 5% | 6% | 7% | 8% |
| Elementary Art Show | 1% | 1% | 1% | 1% | 1% |
| Elementary Music Concerts/programs | 2% | 2% | 2% | 2% | 2% |
| Business Club | 2% | 3% | 4% | 5% | 6% |
| Key Club | 4% | 5% | 6% | 7% | 8% |
| Library Club | 2% | 3% | 4% | 5% | 6% |
| Science Club (JH/HS Combined) | 3% | 4% | 5% | 6% | 7% |
| FCCLA | 4% | 5% | 6% | 7% | 8% |
| FFA | 4% | 5% | 6% | 7% | 8% |
| SADD | 3% | 4% | 5% | 6% | 7% |
| Drama/Musical K-12 | 4% | 5% | 6% | 7% | 8% |
| Instrumental Music | | | | | |
| Jr. High Individual | 2% | 3% | 4% | 5% | 6% |
| Jr. High Organizational | 1% | 2% | 3% | 4% | 5% |
| Sr. High Individual | 2% | 3% | 4% | 5% | 6% |
| Sr. High Organizational | 1% | 2% | 3% | 4% | 5% |
| Stage Band | 4% | 5% | 6% | 7% | 8% |
| Flag Girls | 2% | 3% | 4% | 5% | 6% |
| Vocal Music | | | | | |
| Jr. High Individual | 2% | 3% | 4% | 5% | 6% |
| Jr. High Organizational | 1% | 2% | 3% | 4% | 5% |
| Sr. High Individual | 2% | 3% | 4% | 5% | 6% |
| Sr. High Organizational | 1% | 2% | 3% | 4% | 5% |
| National Honor Society | 2% | 3% | 4% | 5% | 6% |
| Jr. High Speech Contest | 3% | 4% | 5% | 6% | 7% |
| Sr. High Speech Contest | 3% | 4% | 5% | 6% | 7% |
| Sr. High Scholastic Bowl - Varsity | 4% | 5% | 6% | 7% | 8% |
| Sr. High Scholastic Bowl - Jr. Varsity | 1% | 1% | 1% | 1% | 1% |
| Jr. High Scholastic Bowl | 3% | 4% | 5% | 6% | 7% |

| | | | | | |
|-------------------------------------|----|----|----|----|-----|
| Career Day Coordinator – Elementary | 1% | 2% | 3% | 4% | 5% |
| Career Day Coordinator – Jr. High | 3% | 4% | 5% | 6% | 7% |
| Career Day Coordinator – Sr. High | 3% | 4% | 5% | 6% | 7% |
| | | | | | |
| Elementary Young Authors Sponsor | 1% | 2% | 3% | 4% | 5% |
| | | | | | |
| Student Council – Jr. High | 4% | 5% | 6% | 7% | 8% |
| Student Council – Sr. High | 6% | 7% | 8% | 9% | 10% |
| | | | | | |
| Yearbook – Jr. High | 3% | 4% | 5% | 6% | 7% |
| Yearbook – Sr. High | 5% | 6% | 7% | 8% | 9% |
| | | | | | |
| Detention Hall Supervisor | 2% | 3% | 4% | 5% | 6% |

Overload Class **15% of the Base**
 An overload class is teaching a class on a teacher’s prep time. A teacher may volunteer to teach an overload class.

| | | | | | |
|-------------------|-----------|-----------|-----------|-----------|-----------|
| Web Master | 5% | 6% | 7% | 8% | 9% |
|-------------------|-----------|-----------|-----------|-----------|-----------|

Teacher Extra Duty Rate (Dr. Ed., Detention, PBIS, Mentor (not Mentee), Tutoring, Other as assigned) **\$20.00 per hour**
 (PBIS-maximum of five (5) teachers for the elementary, two (2) teachers for the junior high, and three (3) teachers for the high school with a limit of five (5) hours per teacher.

Substitute (45 minutes) Rate **\$20.00**

Mentoring: When assigned by the principal, a mentor and mentee will receive up to 2 days of release time as approved by the principal.

Amounts paid only if organizations are actively meeting throughout the year. If more than one faculty member is assigned, salary will be divided equally. Percentages are based upon base salary B.A. +0 Degree

Per Duty Pay

| | |
|--------------------|-------------------|
| Fan Bus Supervisor | \$50.00 per night |
| Scorekeeper | \$33.00 per night |
| Ticket Duty | \$33.00 per night |
| Timer | \$33.00 per night |
| Event Supervisor | \$50.00 per night |

APPENDIX C- Athletic Salary Schedule

| Athletic Salary Schedule | | | | | |
|---|----------|----------|----------|----------|------------------------------|
| Assignment | 17-18 | 18-19 | 19-20 | 20-21 | |
| 6th Grade Boys Basketball | \$ 1,224 | \$ 1,248 | \$ 1,273 | \$ 1,299 | contingent on enough players |
| 6th Grade Girls Basketball | \$ 1,224 | \$ 1,248 | \$ 1,273 | \$ 1,299 | contingent on enough players |
| 6th Grade Volleyball | \$ 1,224 | \$ 1,248 | \$ 1,273 | \$ 1,299 | contingent on enough players |
| Freshman Boys Basketball | \$ 1,517 | \$ 1,547 | \$ 1,578 | \$ 1,609 | contingent on enough players |
| Freshman Volleyball | \$ 1,517 | \$ 1,547 | \$ 1,578 | \$ 1,609 | contingent on enough players |
| HS Assistant Baseball | \$ 3,207 | \$ 3,271 | \$ 3,336 | \$ 3,403 | |
| HS Assistant Basketball | \$ 3,207 | \$ 3,271 | \$ 3,336 | \$ 3,403 | |
| HS Assistant Cheerleading | \$ 3,207 | \$ 3,271 | \$ 3,336 | \$ 3,403 | |
| HS Assistant Football | \$ 3,207 | \$ 3,271 | \$ 3,336 | \$ 3,403 | |
| HS Assistant Softball | \$ 3,207 | \$ 3,271 | \$ 3,336 | \$ 3,403 | |
| HS Assistant Volleyball | \$ 3,207 | \$ 3,271 | \$ 3,336 | \$ 3,403 | |
| HS Basketball Cheerleading | \$ 5,015 | \$ 5,115 | \$ 5,217 | \$ 5,322 | |
| HS Boys Track | \$ 4,665 | \$ 4,758 | \$ 4,854 | \$ 4,951 | |
| HS Football Cheerleading | \$ 1,750 | \$ 1,785 | \$ 1,820 | \$ 1,857 | |
| HS Girls Track | \$ 4,665 | \$ 4,758 | \$ 4,854 | \$ 4,951 | |
| HS Head Baseball | \$ 5,831 | \$ 5,947 | \$ 6,066 | \$ 6,188 | |
| HS Head Basketball | \$ 5,831 | \$ 5,947 | \$ 6,066 | \$ 6,188 | |
| HS Head Football | \$ 5,831 | \$ 5,947 | \$ 6,066 | \$ 6,188 | |
| HS Head Softball | \$ 5,831 | \$ 5,947 | \$ 6,066 | \$ 6,188 | |
| HS Head Volleyball | \$ 5,831 | \$ 5,947 | \$ 6,066 | \$ 6,188 | |
| HS JV Football/Fresh | \$ 1,750 | \$ 1,785 | \$ 1,820 | \$ 1,857 | |
| HS JV Football/JV | \$ 1,750 | \$ 1,785 | \$ 1,820 | \$ 1,857 | |
| JH Assistant Boys Basketball | \$ 1,750 | \$ 1,785 | \$ 1,820 | \$ 1,857 | |
| JH Assistant Girls Basketball | \$ 1,750 | \$ 1,785 | \$ 1,820 | \$ 1,857 | |
| JH Assistant Volleyball | \$ 1,750 | \$ 1,785 | \$ 1,820 | \$ 1,857 | |
| JH Basketball Cheerleading | \$ 2,915 | \$ 2,974 | \$ 3,033 | \$ 3,094 | |
| JH Boys Track | \$ 2,915 | \$ 2,974 | \$ 3,033 | \$ 3,094 | |
| JH Girls Track | \$ 2,915 | \$ 2,974 | \$ 3,033 | \$ 3,094 | |
| JH Head Baseball | \$ 2,915 | \$ 2,974 | \$ 3,033 | \$ 3,094 | |
| JH Head Boys Basketball | \$ 4,081 | \$ 4,163 | \$ 4,246 | \$ 4,331 | |
| JH Head Girls Basketball | \$ 4,081 | \$ 4,163 | \$ 4,246 | \$ 4,331 | |
| JH Head Softball | \$ 2,915 | \$ 2,974 | \$ 3,033 | \$ 3,094 | |
| JH Head Volleyball | \$ 4,081 | \$ 4,163 | \$ 4,246 | \$ 4,331 | |
| If more than one person is assigned, the salary is divided equally. | | | | | |