

AGREEMENT BETWEEN

THE BOARD OF EDUCATION

OF

BRIMFIELD COMMUNITY UNIT SCHOOL DISTRICT 309

AND

THE BRIMFIELD EDUCATION ASSOCIATION

(2019-2022)

INDEX

<u>Page</u>		
Article I	Recognition	1
Article II	Employee and Association Rights	1
Article III	Employment Conditions.....	3
Article IV	Employee Compensation and Fringe Benefits	10
Article V	Leaves.....	16
Article VI	Negotiations Procedure	20
Article VII	Grievance Procedure.....	21
Article VIII	Reduction in Force	23
Article IX	Retirement.....	25
Article X	Insurance Committee	26
Article XI	Labor/Management Relations Committee	27
Article XII	Effect of Agreement/Duration and Related Technical Clauses.....	27
Appendix A	Extracurricular Stipends	29
Appendix B	Extra Responsibility Schedule	31
Appendix C	Evaluation Plan	32

ARTICLE I
RECOGNITION

- 1.1 The Board of Education of School District 309, Peoria County, Brimfield, Illinois, hereinafter referred to as the "Board," recognizes the Brimfield Education Association, an affiliate of IEA-NEA, hereinafter referred to as the "Association," as the sole and exclusive bargaining agent for all regularly employed certificated personnel hired as teacher in a half-time or greater capacity, excluding the Superintendent, Principals and any other supervisor. Part-time teachers shall be entitled to a pro rata share of fringe benefits (insurance coverage dependent upon insurance carrier's concurrence) and a salary commensurate with their creditable years of service and educational achievement. Part-time teachers will not be placed on seniority lists or be granted tenure.
- 1.2 The Board agrees not to negotiate with any other teachers' organization, individual teacher, or group of teachers, with regard to salaries, fringe benefits, negotiation procedures and other terms and conditions of employment contained in this Agreement for the duration of this Agreement.

ARTICLE II
EMPLOYEE AND ASSOCIATION RIGHTS

- 2.1 The Board shall allow payroll deduction for tax sheltered annuities. The Board shall maintain a written 403b plan document which complies with IRS regulation and details the eligibility, participation, contribution, benefit, vendor and administrative choices. The Association will be consulted before any changes are made to the plan document.

At the beginning of each year, the District with the help of the BEA will identify a neutral source to present the teaching staff the basic principles of a 403b plan. On the same day, all vendors who are in the plan will be invited to attend and meet with employees.

2.2 Non-Discrimination

The Board agrees that it will not discriminate against any employee with respect to hours, wages, terms or conditions of employment by reason of his/her membership or non-membership in the Association, his/her participation or non-participation in activities of the Association or negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement.

- 2.3 The Association and its representatives shall have the right to use school buildings for meetings of its membership subject to reasonable limitations and administrative guidelines and at no cost to the School District.

2.4 Personnel Files

- A. Condition and Procedures for Placement of Materials in File. Only one official file shall be maintained. No material of a derogatory or critical nature shall be placed in the file unless the Employee has had an opportunity to read such material. The Employee shall acknowledge that he/she has read such material by affixing his/her signature on the copy to be filed.

Any individual employee has the right to add any materials to his/her personnel file.

No anonymous complaints or information or material of a derogatory or critical nature which has been received by the Employer from pupils, parents, employees, public agencies or the public shall be included in the personnel file.

- B. Right to Respond to Materials in the File. The Employee shall have the right to respond to any material which is entered into his/her file and his/her response shall be attached to the file or the disputed document in the file.
- C. Right to Examine the File. An employee shall have the right to examine his/her personnel file within twenty-four (24) hours of request and to have a representative of the Union accompany him/her in such review, except as provided in paragraph E below.
- D. Right to Reproduce Material in the File. Upon request by the Employees, the Employer will reproduce any materials in his/her personnel file, except as provided in paragraph E.
- E. Exempt Material. The Employee shall not have a right to examine or reproduce material in his or her personnel file which is exempt under any applicable personnel records act.
- F. Release of Information. An employer or former employer shall not divulge any of the contents of the personnel file including disciplinary report, letter of reprimand or other disciplinary action of any person or party other than the Employee except as follows:
1. A School District official in need-to-know capacity.
 2. The Employee has specifically waived written notice as part of a written, signed employment application with another employer.
 3. The disclosure is ordered to a party in a legal action or arbitration proceeding.

4. The information is requested by a government agency as a result of a claim or complaint, or as a result of a criminal investigation.

Before information is released pursuant to exception 1 and 2 above, the Superintendent or Superintendent's designee shall review the employee's personnel file to assure that it is current and consistent with the requirements of this Section 2.4 and applicable law.

- 2.5 Upon execution of this Agreement, the Board will furnish each teacher a copy plus up to twenty-five (25) additional copies to the Association.
- 2.6 A copy of this Agreement will be presented to a prospective teacher by the Superintendent at the time a teaching contract is offered.

ARTICLE III

EMPLOYMENT CONDITIONS

3.1 Notification of Assignments

Professional Assignments - Other than any change of assignment resulting from a Reduction in Force, as outlined in Article VIII, a teacher will be notified of any change in assignment within ten (10) days of official determination by the Board of the change or at least thirty (30) days prior to the beginning of the next academic school year, whichever occurs first. It is understood that all notifications of assignments are tentative, and if it becomes necessary for an additional change in assignment, a teacher shall be notified in writing and consulted as soon as possible.

Posting of Vacancies – Positions created or becoming vacant during the school year, other than by reason of a Reduction in Force, may be temporarily filled to avoid undue disruption of the educational program. Vacancy notices for teaching, coaching and administrative positions shall be publicized to the staff by posting through the District's email, in a central location in the District office and in each faculty lounge. Additionally teachers, who notify the Superintendent of a desire to be contacted in the event of one or more specific positions becoming available during the summer, shall receive notice of the opening. Current employee applicants will be given serious consideration, including an interview, for vacant or newly created positions before the employer employs individuals from outside of the bargaining unit.

Involuntary Transfer - When it is necessary to transfer or reassign employees within a building or classification, other than due to a Reduction in Force, to the extent possible, all volunteers shall first be considered. In the event the Administration determines that an involuntary transfer is in the best interest of the District, the Administration shall give consideration to teachers' seniority to the extent permitted

by the School Code. If a more senior teacher is nevertheless involuntarily transferred rather than a more junior teacher, the Administration shall upon request discuss the reasons for the transfer with the transferred teacher and Union representative.

Requests for Transfer – A certified staff member presently on staff who desires to be considered for a position within the District, shall present his/her request in writing. All staff members certified for such a position and making such application to fill a vacancy shall be given serious consideration to the extent permitted by the School Code, including an interview, before the vacancy is filled. If a transfer is refused, the certified staff member may request that his/her request for transfer, with a notation stating the reason why it was refused, be placed in his/her personnel file.

3.2 Teacher Automobiles

Teachers shall be permitted to use their automobiles to transport students to away activities upon approval by the administration. The Board shall provide liability protection for teachers and reimburse teachers at a rate of fifty-eight cents (58¢) per mile effective the first day of school.

3.3 Professional Conferences

Upon the discretion and approval of the Building Principal, and the Unit Superintendent, teachers shall be allowed to attend professional conferences or workshops. Consistent with the educational needs of the District, the Administration will endeavor to fairly distribute the opportunity to participate in such professional conferences or workshops.

3.4 Pupil Discipline

Teachers shall be primarily responsible for maintaining discipline in the schools, including school grounds which are owned or leased by the Board and used for school purposes and activities. The Administration shall support and assist teachers with respect to the maintenance of control and discipline of students in the schools. The Administration shall take reasonable efforts to relieve teachers of responsibilities with respect to students who are disruptive or who repeatedly violate rules and regulations. Teachers and the Administration will follow student discipline procedures as outlined in the then current student handbook.

3.5 Teaching Day

The normal teaching day shall be from 7:40 a.m. to 3:20 p.m. after student dismissal. Teachers shall not be required to remain past the normal teaching day except for:

- A. Altered bus schedules.

- B. Teachers' meetings.
- C. Scheduled appointments with parents or students.
- D. Emergency situations which endanger student welfare or safety which require teachers' presence as determined by the Superintendent or his designee.
- E. Conferences with administrators.

Teachers with extra duty assignments will remain to perform their respective duties.

3.6 Adequate Teaching Atmosphere

The Board agrees to make available duplicating facilities, computers, facsimiles and any other electronic equipment normally available in each building to aid teachers in the preparation of instructional material. The Board agrees to provide each teacher with a desk, storage space for instructional materials, lockable space where valuable items may be stored for security, and a copy for individual use of all officially approved texts used in each course being taught by that teacher. With the approval of the Superintendent, or his designee, a teacher may be given access to a building for official school business when school is not in session. Teachers shall not be held responsible for the major maintenance or cleaning of their classrooms, but shall assure that their classrooms are neat and orderly. Teachers shall report maintenance or cleaning needs to the Principal. Teachers shall have adequate time to get from one place of assigned duty to another.

3.7 Field Trips

No teacher will be assigned involuntarily to a field trip unless the Administration is unable to obtain a qualified volunteer from existing staff.

3.8 Substitute Teachers

Except in the case of emergency or extenuating circumstances, a teacher must report a need for a substitute by contacting the appropriate Administrator or designee on or before 6:30 a.m. of the day for which the request is being made. In any event, a teacher shall report the need for a substitute as soon as possible. Teachers will be required to make only one notification for prolonged absences if such advance information is known.

Failure of a teacher to comply with the notice requirements set forth herein shall entitle the Board to withhold from the teacher's pay an amount not to exceed the teacher's daily rate of pay.

3.9 Special Class Coverage

When a specialized teacher is present and conducting the class, the regular classroom teacher shall not be required to be present providing that no student is left unsupervised. Such time may be used and counted as preparation time.

3.10 Additional Load

A teacher teaching an additional instructional class in lieu of a preparation period shall be paid an additional one-eighth (1/8) of the teacher's salary per year. The Administration shall determine what course will be offered over and above the normal working day. No teacher shall be required to take on an additional load except under extraordinary circumstances where in order to service students a course must be offered and the administration cannot, after making all reasonable efforts, find anyone to volunteer to teach the course.

If the need for a teacher to take on an additional load resulted from a Reduction in Force, then the provision of Article VIII shall apply. Otherwise, procedures for filling additional load assignments will be as follows:

1. Positions will first be advertised to all teachers within the District.
2. All qualified teachers who apply will be considered for the position.
3. If more than one qualified teacher applies for the position, when selecting the teacher who will fill the position, the administration shall give consideration to certifications, qualifications, merit and ability (including performance valuations, if available), and relevant experience, provided that the length of continuing service with the school district must not be considered as a factor, unless all other factors are determined by the school district to be equal, as required by the Illinois School Code at 105 ILCS 5/24-1.5.
4. The administration shall upon request discuss the reason a teacher was not selected for a position with the teacher(s) who did not receive the position and a union representative.
5. If a qualified teacher does not apply for the position, the administration will advertise in the community for a qualified teacher.
6. If a satisfactory candidate is not found, the administration may appoint a teacher to the position.
7. No teacher shall be appointed to an additional load two years in a row.
8. No teacher shall be appointed to an additional load, if doing so will not allow him/her a planning period during one block (one class period) of the eight block schedule.

** Due to teaching during their preparation period, teachers are expected to plan on their own time in order to maintain quality instruction and lessons in all of their classes.

An independent study does not qualify a teacher to be paid an additional one-eighth (1/8) of the teacher's annual salary. An independent study must be approved in advance by the Administration. Teachers will be paid Five Hundred Dollars (\$500.00) per student per semester when they provide an independent study.

3.11 School Calendar

Each year, a committee composed of Administration and teachers will discuss the calendar for the upcoming school year. The committee will include three (3) teachers chosen by the Association, one from each grade level – elementary, middle and high school and three (3) members of the Administration. Any recommendation from the committee is not binding.

The Board shall establish a school calendar which does not exceed one hundred ninety (190) days. The calendar shall contain no more than one hundred seventy-six (176) pupil attendance days, four (4) institute days and up to ten (10) emergency days. If the ten emergency days are not used for emergency purposes, they shall not become teacher work days.

3.12 Duty Free Lunch Period

Teachers shall have a duty free lunch period of not less than thirty (30) minutes. Said lunch period shall be between 11:00 a.m. and 1:00 p.m. unless otherwise agreed to by the teacher.

3.13 Preparation Periods

Teachers shall be assured preparation time as follows:

High School – High school teachers shall receive each day the equivalent of one instructional class period as a preparation period. For purposes of this provision a “high school teacher” shall be a teacher who teaches more than fifty percent (50%) of that teacher's teaching time at the High School.

Junior High School – Junior high school teachers shall receive the equivalent of at least two hundred seventy-five (275) minutes per week preparation time. In no event shall there be less than thirty (30) minutes per day for a preparation period.

Grade School – Grade school teachers shall receive the equivalent of at least two hundred fifty (250) minutes per week for preparation time. In no event shall there be less than thirty (30) minutes per day for a preparation period.

3.14 Discipline

No teacher shall receive a written reprimand or a suspension without just cause. Such disciplinary measures shall be subject to the grievance procedure, except for discipline issued pursuant to Section 24-12(d) of the School Code.

3.15 Evaluation

- A. Although an evaluator can use such notes and aids as the evaluator deems helpful, the certified staff will be evaluated exclusively using the mutually approved instrument. (See Appendix C – Evaluation Plan).
- B. Tenured certified staff will be evaluated by their primary supervisor every two (2) years, unless the Administration deems additional evaluations desirable.
- C. Non-tenure certified staff members shall be evaluated at least twice each year.
- D. The primary purpose of employee evaluation shall be the improvement of teaching/educational skills and all evaluation shall be conducted in good faith to this end and in accordance with the provisions of this agreement and the Performance Evaluation Reform Act (PERA) of the Illinois School Code (105 ILCS 5/24A-1 et seq.).
- E. The Board shall comply with PERA. For any teacher in contractual continued service who received a “needs improvement” rating or an “unsatisfactory” rating, within thirty (30) school days, a professional development plan or remediation plan, as applicable, shall be developed and implemented, in accordance with the provisions of PERA.
- F. The PERA joint committee will meet annually to review the District’s PERA document and amend accordingly.

3.16 Internal Substitution

Teachers shall be paid for internal substitution for instructional duties that cause teachers to miss their regularly scheduled preparation period. A staff member who elects to substitute, during his/her preparation period, for a colleague who is absent, will be paid at the rate of:

Up to 45 minute class period – Seventeen Dollars (\$17.00)

80-90 minute class period – Twenty-five Dollars (\$25.00)

Certified staff members who are not classroom teachers shall also be paid at the above rates if directed by the Administration to cover for a colleague who is absent.

3.17 Rules and Regulations

All policies, regulations and rules of the District shall be published and distributed to the President of the BEA prior to implementation and, upon request, to other teachers.

3.18 Special Education Workload and Caseload

The Association and the Administration agree to bargain the impact of the District's special education workload plan.

3.19 Response to Intervention (Rtl)

Each building within the School District shall establish an Rtl Team.

In addition to serving on teams for Rtl, some staff members may be asked to attend training, administer, and develop/package interventions for the purpose of implementing the District's Rtl plan. These duties are considered to be in addition to their regular teaching load.

1. **Members:** At the beginning of each year Rtl Teams will be established by certified staff members. Participation on the team is voluntary and the staff member may decline without prejudice unless the Rtl Teams cannot be appropriately staffed, in which case the administration may designate team members.
2. **Schedule:** Each Team shall have a regular meeting schedule as determined necessary by the group. Meeting times will be outside contractual hours unless cleared with the administration.
3. **Duties:** The purpose of the Rtl Team is to develop and establish the procedures and materials needed to implement the District Rtl Plan. Rtl Teams will determine the intervention plan for students who have identified needs.
4. **Compensation:** See Appendix B.

3.20 Video Camera

The intent of the use of video cameras is to secure the buildings and maintain a safe environment for students and employees. Video cameras will not be used to evaluate the performance of employees or to monitor their behavior or conduct.

ARTICLE IV

EMPLOYEE COMPENSATION AND FRINGE BENEFITS

- 4.1 In order to receive a full year credit for the purposes of seniority, an employee must be employed full time at least ninety-five (95) days out of the one hundred ninety (190) days contracted with the School District for each year.
- 4.2 All teachers shall be paid semi-monthly. Dates for distribution of paychecks will be on the 15th and the last day of the month. In the event that these dates fall on weekends or holidays, paychecks will be distributed on the last business day preceding the regular pay period date.

During the summer, checks shall be mailed two days prior to the designated pay day.

Each teacher shall have the option of selecting to be paid on the basis of 9 months - 19 equal payments, or 12 months - 24 equal payments. The selection of 9 or 12 months shall be made at the beginning of the school year.

Payroll sheets for those employees who use direct deposit will be emailed to the employee.

- 4.3 The Board shall contribute toward individual and dependent insurance coverage under an employee group insurance plan as follows:

Individual – up to \$435.00/month

Employee + Spouse - \$727.50/month

Employee + Children - \$718.00/month

Family - \$793.50/month

The Board will pay fifty percent (50%) of any increase beyond the premium set in the 2008-2009 contract year. In any event, the Board's contribution will be capped by the total cost of the insurance premium.

The Board will pay an additional \$750.00/year to any teacher who elects not to take the health insurance option.

The Board shall make available a Section 125/Flexible Spending Plan to all members of the Association. Members who wish to participate will not incur more than a \$4.00 per month cost associated with participation in the plan.

4.4 Complimentary Passes

All teachers shall be given a complimentary pass which will be good for admission to all school activities that levy an admission charge. The pass shall be for the admission of the teacher, spouse or guest and all dependent children of the teacher.

4.5 Damage to Personal Property

Teachers who suffer loss due to the damage or theft of personal property located on school property, while performing their contracted District duties, may submit a claim to the Board of Education. Vehicles used to reach a contracted District duty and the contents of such vehicles are considered for the purposes of this section to be "on school property." All claims submitted are subject to the following limitations:

1. All claims will be submitted in writing to the Superintendent within five (5) days of the occurrence. The claim will include date, time, place of loss, amount of damage, explanation of incident and other pertinent information requested by the Superintendent or the Board of Education.
2. The teacher will not be entitled to recovery hereunder if it appears that the loss resulted directly or indirectly from the fault or negligence of the teacher.
3. The teacher must demonstrate that the teacher had in force personal insurance coverage of a nature and an amount that a reasonably prudent individual would acquire considering the risk involved in the claim.
4. The teacher must demonstrate that an appropriate police report has been made.
5. Any reimbursement by the Board will be in an amount not to exceed the actual loss and shall be reduced by the amount, if any, which the teacher is entitled to receive from the teacher's personal insurance coverage.
6. In no event will the Board of Education be liable under this section in an amount in excess of Five Hundred Dollars (\$500.00).
7. Notwithstanding any other provision herein, no claim shall be honored unless it is evident from all the circumstances that the loss resulted from vandalism or the loss is of such a nature that it relates directly to the claimant's status as a teacher performing contracted District duties in the sense that loss is of such nature that would not occur elsewhere.

4.6 College Credit For Salary Enhancement

Semester hours or equivalent hours earned for salary enhancement shall be eligible toward the accumulated amount only if the course is approved by the Administration, the college/university is accredited by the North Central Association

(or its equal), and satisfactory completion of course is obtained. Whenever possible, the teacher will file with the Superintendent a letter of intent to enroll.

College transcripts listing credits to be counted for salary enhancement must be filed in the central office by each faculty member on or before September 10th of each school year. If transcripts or other documents are not received or alternative documents from the college/university, acceptable to the Superintendent, by this date, the credit will not be recognized for the current school year.

- A. A teacher with a bachelor's degree need not be enrolled in a graduate degree program to receive approval for the first fifteen (15) hours of credit beyond the bachelor's degree. However the coursework must be contained with the graduate catalogue of an accredited university and relate in a meaningful way to the field of education. The Superintendent may deny approval of courses, but it shall not be done in an arbitrary or discriminatory manner.
- B. To qualify for salary enhancement beyond the BA+15 level, a teacher must have on file in the Superintendent's office a letter of acceptance to a master's degree program at an accredited university. Graduate programs shall relate in a meaningful way to the teacher's teaching duties, area of study or education. The Superintendent may deny approval, but it shall not be done in an arbitrary or discriminatory manner. Courses submitted for approval must be included in the master's degree program.
- C. A teacher who has earned a master's degree may qualify for approval of additional coursework if the courses are at least at the 400 level and relate in a meaningful way to the teacher's teaching duties, area of study or the field of education. The Superintendent may deny approval of courses, but it shall not be done in an arbitrary or discriminatory manner.

4.7 Compensation

- A. For the school year 2019-2020 each teacher with fifteen (15) years of recognized experience or less will receive a salary increase of 3% and each teacher with recognized experience of more than fifteen (15) years will receive a salary increase of 2.5%, except in no event will a full time teacher receive less than a \$1,200 increase, nor will a half time teacher receive less than a \$600 increase, inclusive of TRS.

For the school year 2020-2021 each full time teacher will receive a salary increase of of \$1,400, inclusive of TRS. All half-time teachers will receive a salary increase of \$700, inclusive of TRS.

For the school year 2021-2022 each teacher with ten (10) years of recognized experience or less will receive a salary increase of 3.5% and each teacher with recognized experience of more than ten (10) years will

receive a salary increase of 2.75%, except in no event will a full time teacher receive less than a \$1,200 increase, nor will a half time teacher receive less than a \$600 increase, inclusive of TRS.

For teachers new to the district with a BA and no years of experience, the entry level salary, inclusive of Board payment of TRS, shall be:

Base Salary	BA	BA15	MA	MA15	MA30
2019-2020	\$39,122	\$40,322	\$41,822	\$43,322	\$44,822
2020-2021	\$39,622	\$40,822	\$42,322	\$43,822	\$45,322
2021-2022	\$40,122	\$41,322	\$42,822	\$44,322	\$45,822

For teachers new to the district with additional educational achievement and/or years of experience, salaries shall be determined based upon equitable principles taking into consideration: his/her educational achievement, his/her years of experience, the salaries of teachers currently employed within the district who have the same level of education; and when needed, the base salary and increases given for additional educational achievement which are outlined below. The basis for determining a new teacher's salary shall be shared in writing with the President of the BEA.

Examples:

#1

New teacher: BA15; 7 years' experience

Current teacher A: BA15; 12 years' experience = \$47,370

BA15 Base salary: \$36,033 (Base salary) + \$1,200 = \$37,233

- \$ Variance = \$10,137
- Year Variance = 12 years
- Value of each year = \$844.75
- Value x 7 years = \$5,913.25
- New Teacher Salary = 37,233 + 5,913.25 = \$43,146.25

BA15 base is established by adding the increase for educational hours (\$1200) to the base salary identified in 4.7. Base salary was used in this case to establish the value of a year because no current employee with the same educational level has less than 7 years' experience. Current teacher A salary was used as second benchmark because he has the closest number years (beyond 7).

#2

New teacher: MA; 12 years' experience

Current Teacher A: MA; 12 years' experience = \$51,169

Current Teacher B: MA; 12 years' experience = \$48,813

New teacher salary = no more than \$48,813

MA base and other salaries are not considered because variance is not

relevant since there are current employees who have the same educational level and years of experience. New teacher salary is based on language in 4.7 ... "In no event..."

#3

New Teacher = BA; 10 years' experience

Current Teacher A: BA; 8 years' experience = \$41,765

Current Teacher B: BA; 12 years' experience = \$46,586

Current Teacher C: BA; 12 years' experience = \$45,578

- Average Teacher B and C salary = \$46082
- \$ Variance = \$4317
- Year Variance = 4 years
- Value of each year = \$1079.25
- Value x 2 = \$2158.50
- New teacher salary = \$41,765 + \$2158.50 = \$43,923.50

Teacher A salary is used because she is the next – less senior teacher. Teacher B and C salaries are averaged because they both have the same years of experience and are the next – most senior teachers; however since their salaries are different they are averaged together to identify the \$ variance and value of a year.

In no event shall a teacher new to the District be paid more than an existing teacher with similar years of creditable service and a similar level of educational achievement.

A teacher achieving 15 approved credit hours beyond a bachelor's degree during the term of this collective bargaining agreement shall receive an additional increase in salary of \$1200 (exclusive of Board paid TRS). A teacher achieving an approved master's degree during the term of this collective bargaining agreement shall receive an additional increase in salary of \$1500 (exclusive of Board paid TRS). A teacher achieving 15 approved credit hours beyond a master's degree during the term of this collective bargaining agreement shall receive an additional increase in salary of \$1500. A teacher achieving 30 approved credit hours beyond a master's degree during the term of this collective bargaining agreement shall receive an additional increase in salary of \$1500.

- B. TRS. The Board of Education will pay on behalf of teachers to TRS up to 9.0% (1.098901 compounded) of each teacher's salary. Should the required teacher contribution to TRS increase beyond 9.0%, the Board agrees to bargain the impact with no presumption as to the outcome of the bargaining.
- C. Retiree health insurance (THIS). The Board of Education will pay on behalf of teachers to the health insurance fund for retired teachers the amount of .8% of each teacher's salary.

- D. National Certification. Teachers who achieve National Certification pursuant to the National Board for Professional Teaching Standards (NBPTS) shall within thirty (30) days of presenting evidence of such certification be paid a lump sum of One Thousand Dollars (\$1,000.00).
- E. Extracurricular duties shall be paid as set forth in Appendix A.
- F. Teachers will be consulted and given the opportunity to decline the assignment of extracurricular duties. If the Administration is unable to find a teacher to fill an extracurricular position, then the Administration shall advertise in the community for individuals who are interested in filling said position(s). If a satisfactory community member is not found within a period of one month prior to the beginning of the school year, a teacher may be appointed by the Administration. A teacher will not, however, be involuntarily assigned to an activity for more than three years consecutively. In the event a teacher decides to decline an extracurricular duty, after having served in the position for at least three years, the teacher will not be the recipient of any disciplinary action.
- G. Each teacher is encouraged to voluntarily work for a minimum of two nights per year providing activity supervision. Extra responsibility duties are paid as set forth in Appendix B.
- H. The following are multipliers utilized in determining the salary for those listed positions:

Psychologist, speech pathologist and social worker salary is determined by recognizing one additional year for internship. That amount is then multiplied by 1.110 for no experience with the District; 1.120 for one (1) year experience with the District; 1.125 for two (2) years' experience with the District; 1.130 for three (3) years' experience with the District; 1.140 for four (4) years' experience with the District; and 1.150 for five (5) or more years' experience with the District.

4.8 Course Reimbursement

Should a teacher take a particular course of study for college credit at the Board's request, the Board shall reimburse the teacher's tuition and any other expenses specifically approved in writing, if any. Further, the District will reimburse the teacher's tuition up to six (6) semester hours per contract year, limited to the hourly undergraduate course rate then being charged by Illinois State University if the course in the judgment of the Superintendent relates in a meaningful way to the teacher's teaching duties. Notwithstanding any other provision, the Board's responsibility for tuition reimbursement shall not exceed Twelve Thousand Dollars (\$12,000.00) in any year. No teacher shall be reimbursed for a second course in a year until all teachers have had an opportunity apply for reimbursement for one

course. After the 10th day of September each year, the amount of money remaining under the cap shall be distributed on a pro rata basis among those teachers requesting reimbursement for a second course. If there are still additional monies available under the cap, the additional money shall be “rolled over” to the next year of this contract. Any money remaining upon expiration of this contract shall be retained by the District. Courses which are approved for application to the salary schedule are not automatically eligible for reimbursement.

4.9 Tuition Waiver

Full time teachers will to the extent permitted by law be allowed tuition waivers for their children to attend Brimfield Schools. It shall be the responsibility of the teacher to determine what restrictions may be applicable to their children’s participation in IHSA activities.

ARTICLE V

LEAVES

5.1 Sick Leave

The Board of Education shall each year grant teachers fourteen (14) days of sick leave, two (2) of which can be used for personal days. If any such teacher does not use the full amount of annual sick leave allowed, commencing July 1, 2005, the unused amount shall accumulate to a maximum of three hundred forty (340) days at full pay, including the leave of the current year. Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family -- parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, sisters/brothers-in-law and legal guardians.

At the discretion of the Administration, a teacher may be allowed to use accumulated sick leave in order to attend court sessions or mandatory appointments pertaining to the adoption, fostering or custody of a child.

In case of absence due to the death of a relative, other than members of the immediate family, as described by law, or a close family friend, a total of two (2) days of sick leave will be allowed for funeral attendance per year.

When any teacher of the District returns to school after an absence, in order to claim sick leave, the teacher shall provide the reason through Axiom.

5.2 Guidelines for Personal Leave Days

The use of two (2) of the fourteen (14) sick days as personal days will be allowed each teacher subject to the following conditions:

- A. Approval from the Superintendent or the building principal must be obtained, except in case of emergency, in writing forty-eight (48) hours before the absence occurs.
- B. The day immediately preceding or immediately following a legal holiday or school holiday shall not be recognized as a personal leave day except in case of extreme, extenuating circumstances or religious holidays. Personal leave will not be granted during the first or last week of a semester.
- C. No more than two (2) teachers per building may be granted personal leave on the same day.
- D. In case of an emergency and with the approval of the Superintendent, the above conditions may be waived.

5.3 The District shall follow the Family and Medical Leave Act.

5.4 Leave of absence may be granted by the Board for sundry reasons. In order to qualify for a leave of absence, a teacher must be employed in the School District for seven (7) consecutive years. Leaves granted under this section shall be without pay or benefits and shall be for a period of no more than one (1) year.

Application must be submitted before March 1 of the current school year in order to be effective for the following school year.

Applications must include the following information:

- A. Reason for leave;
- B. Location;
- C. Beginning and ending dates of leave.

A teacher granted a leave under this clause shall not be eligible for a second leave until he/she has worked an additional seven (7) consecutive years.

With the consent of the carrier, the teacher may maintain insurance benefits by making timely payments of all premiums which may be due to the Business Office or pursuant to its direction.

5.5 Any teacher called for jury duty during working hours shall be paid his/her salary for such time and suffer no loss of benefits. Daily rates received for such duty shall be reimbursed to the District only for those working days when the teacher was absent and do not include any compensation received for food and travel.

5.6 The Board may, at its discretion, grant a tenured teacher a leave of absence for reasons not otherwise enumerated in this Collective Bargaining Agreement.

5.7 The Board shall allow a total of four (4) days per school year of release time for the handling of Association business to be used by Association members as deemed appropriate by the Association President and provided that the Association shall reimburse the District the cost of any teacher substitutes that may be hired by reason of such release time.

5.8 **Sick Leave Bank**

The purpose of the Sick Leave Bank is to provide a means of obtaining additional sick leave days to avoid loss of compensation due to a catastrophic illness or catastrophic injury of the employee or his or her immediate family. The Sick Leave Bank does not provide unlimited paid sick leave for any medical reason but is to alleviate the hardship caused when employees lose compensation as a result of a catastrophic illness or catastrophic injury. This benefit is available to eligible, voluntarily participating certified faculty who have legitimately exhausted all of their accumulated sick and personal time.

A. Definition. Catastrophic illness or catastrophic injury is defined as a severe medical condition which requires an employee's absence from work for a prolonged period of time and which results in a substantial loss of income to the employee because of the exhaustion of all earned sick and personal. A qualifying illness or injury might include, but is not limited to, cancer, major non-elective surgery, serious accident, heart attack, stroke, or complications of pregnancy. In order to be defined as catastrophic, an illness or injury must be seriously incapacitating, of extended duration, and require the services of a licensed health care provider.

Sick Leave Bank may be used for the personal illness or injury of the employee or to care for a spouse, parent, child, or to care for a member's non-custodial child who is less than 18 years of age.

B. Establishment and Contributions to Bank. The Sick Leave Bank shall consist of the accumulation of contributed sick leave days from employees not to exceed the limit hereinafter set forth. By September 15th of the current school year, each employee may contribute one (1) sick leave day from his or her accumulated sick leave. The employee's contribution to the Bank in a given year, constitutes membership for the same school year. The Bank may accumulate up to the maximum number of days allowed to any individual employee under the terms of the negotiated contract. No certified employee is eligible to request leave from the Sick Leave Bank during any school year unless that employee is a member of the Sick Leave Bank for that school year in the manner established by this section.

Sick leave days contributed to the Bank cannot be taken back by the participant under any circumstances. Member must waive any claims to leave voluntarily donated to the Bank, including any monetary or retirement-related value the days may hold.

Sick leave days available in the Bank at the end of a school year will be carried over into the next school year.

No borrowing against anticipated future deposits into the Bank may occur. Only the available days currently in the Bank are subject to distribution.

- C. Sick Bank Administration and Oversight. The Bank shall be administered by a committee, consisting of five representatives, with three (3) teachers chosen by the Association and two (2) members of the Board and/or Administration. The committee shall rule on each individual application for withdrawal of days from the Bank within the following guidelines.

Consideration will be given to pertinent factors, which, at any given time, may have greater or lesser weight at the discretion of the committee. An employee requesting use of the Sick Leave Bank may have his/her prior sick leave usage audited. Patterns of absence will be reviewed, noted, and considered. Patterns of absence are most often indicted by frequency, duration, and time of absences.

Extended leave from the Bank cannot be used for a period of disability when monies are paid to an employee under Workers' Compensation.

The employee's eligibility for the Illinois Teachers' Retirement System, and/or any other disability benefits program will be considered before ruling on the request.

Use of Sick Leave Bank benefits is considered under the provisions of the FMLA and any use is included in the twelve (12) weeks of leave provided under this Act, if applicable.

- D. Application to Use Sick Leave Bank. A member of his/her designee must complete the Brimfield C.U.S.D. #309 Catastrophic Sick Leave Bank Application for leave and submit it to the Superintendent.

Application must be accompanied by the Brimfield C.U.S.D. #309 Catastrophic Sick Leave Bank Physician's Statement from a licensed health care provider. Requests should indicate the estimated number of sick days required and information related to any pending disability claims.

- E. Awarding of Days from Sick Leave Bank. The amount of sick leave, if any, granted for each request will be determined by a majority of the membership of the committee but cannot exceed one-third of the balance in the Bank or a maximum of twenty (20) working days per application, whichever is less. The committee shall determine the number of days approved and reserves the right to disapprove of any request or to approve fewer days than are requested by the member. All decisions of the committee are final.

Decisions of the committee are not grievable under the grievance procedure established in the collective bargaining agreement.

Any leave granted may be used only for the purpose requested on the application. Any unused portion will be returned to the Bank.

- F. Closure of Sick Leave Bank. In the event that the Bank is closed, the remaining days are voided and are no longer available for use. Sick Leave Bank benefits are not available for leave taken prior to eligibility for participation in the Bank.

ARTICLE VI

NEGOTIATIONS PROCEDURE

- 6.1 The parties agree that their duly designated representatives shall negotiate in good faith with respect to salaries, fringe benefits, and other terms and conditions of employment as contained in this Agreement. The parties agree that "good faith" means the parties will consider proposals and counter proposals presented by either side and will make an effort to arrive at an agreement. It does not imply that either party must make concessions or capitulate in part or totally in regard to matters under consideration. Each party shall select its own representatives. Negotiating sessions shall be closed meetings.
- 6.2 The parties agree to negotiate under and abide by the provisions of the Illinois Educational Labor Relations Act.
- 6.3 When an impasse has been declared, the Federal Mediation and Conciliation Service shall be requested by the parties to appoint a mediator from its staff. The mediator shall meet as soon as possible with the parties or their representatives or both, either jointly or separately, and shall take such steps as the mediator deems appropriate to persuade the parties to resolve their differences and effect a mutually acceptable agreement.
- 6.4 Each negotiating team shall consist of no more than five (5) members.
- 6.5 Negotiating sessions shall normally be held at the Brimfield District Office. The date of the next negotiating session shall be scheduled at the close of the current session.
- 6.6 All tentative agreements shall be written and initialed by the spokespersons of the respective teams at the meeting during which the tentative agreements are reached.

ARTICLE VII
GRIEVANCE PROCEDURE

7.1 Definitions

- A. Any claim by a teacher or the Association that there has been an alleged violation, misinterpretation, or misapplication of this Agreement may be a grievance.
- B. All time limits shall consist of school days, except that when a grievance is submitted less than ten (10) days before the close of the current school term, time limits shall consist of all weekdays.
- C. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with the supervisor and having the grievance adjusted, provided the adjustment is not inconsistent with the terms of this Agreement.

7.2 Procedure

The parties hereto acknowledge that it is usually most desirable for a teacher and the immediately involved supervisor to resolve problems through free and informal communications. If, however, such informal processes fail to satisfy the teacher, a grievance may be processed as follows:

- A. The grievant shall present the grievance in writing within thirty (30) days of the occurrence of the event giving rise to the grievance, specifying the article and clause alleged to have been violated and stating the remedy sought, to the supervisor immediately involved. The supervisor shall provide a written answer to the grievance of the aggrieved teacher within ten (10) days after the receipt of the grievance.
- 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 answer. The Superintendent shall arrange for a meeting to take place within five (5) days of his receipt of the appeal. Within ten (10) days of the meeting, the grievant shall be provided with the Superintendent's written response.
- C. If the grievance is not resolved at Step B, the aggrieved may refer the grievance to the Board of Education within ten (10) days after receipt of the Step B answer. The Board of Education shall meet to consider the grievance within thirty (30) days of receipt of the appeal. Within ten (10) days of the meeting, the grievant shall be provided with the Board's written response.

D. If the Association is not satisfied with the disposition of the grievance at Step C or the time limits expire without the issuance of the Board's written reply, the Association may submit the grievance to final and binding arbitration through the Federal Mediation and Conciliation Service, which shall act as the administrator of the proceedings. However, in the case of a grievance filed by one or more teachers, rather than by the Association, in the event that all of the teachers grieving are satisfied with the disposition of the grievance at Step C and the disposition is in alignment with the current contract language, the Association shall not submit the grievance to final and binding arbitration. If a demand for arbitration is not filed within thirty (30) days of the date for the Step C 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 issues presented to him in writing by the School District and the Association.
3. Each party shall bear the full costs for its representation in the grievance procedure.
4. 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. Each party shall share equally the cost of the arbitrator.

- 7.3 A. Failure of a teacher to act on any grievance within the prescribed time limits will bar any further appeal. An administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. Time limits shall be extended by mutual consent.
- B. Any investigation, handling, or processing of any grievance by the grievant shall be conducted so that instructional programs and related work activities of the grievant or the teaching staff are not interrupted.
- C. Class Grievance. Class grievances involving more than one teacher may be initially filed by the Association.
- D. Association participation - Teacher Represented. The Board acknowledges the right of the teacher to have an Association representative present, if the grievant requests one, at any step of the grievance procedure. No teacher

shall be required to discuss any grievance if the Association representative, if one is requested by the grievant, is not present. However, nothing in this subparagraph D shall excuse the Association or grievant's failure to comply with the time limits set forth herein.

- E. Association Participation - Teacher Not Represented. When a teacher is not represented by the Association, the Association shall reserve the right to have a local representative present to state its views at any step within the process.
- F. No Reprisals. No reprisals shall be taken by the Board or the Administration against a teacher because of his participation in a grievance.
- G. Release Time. If the Board requires a teacher to be released from his/her regular assignment for the investigation or processing of a grievance, the teacher shall be released without loss of pay or benefits.
- H. If the Association or any teacher files any claim or complaint in any forum other than under the grievance procedure of this Agreement, then the Board shall not be required to process the same claim or set of facts through the grievance procedure.
- I. By agreement of the parties, a grievance may be withdrawn or settled in any manner without establishing the precedence.
- J. All records relating to a grievance, except for those which deal with discipline, performance or evaluation shall be filed separately from the personnel files of the teachers.

ARTICLE VIII

REDUCTION IN FORCE

The Administration and the Association shall form a joint committee for the purposes of initiating and monitoring the reduction in force procedures. The committee shall be made up of six (6) members divided equally between Association and Administration members. The Association and Administration shall select their own members to the committee and each shall designate one of the members as co-conveners. The co-conveners shall establish the agenda and meeting times of the committee. The committee shall establish the criteria for moving individuals from Group 2 to Group 3 and any alternate definition of placement into Group 4, if any, as allowed by the Illinois School Code (105 ILCS 5/24-12), and shall address the applicable procedure to be used to break any ties within each group's order of sequence. The committee shall convene its annual meeting by December 1 of every year. If no agreement is reached, statutory definitions of groups 2, 3 and 4 will govern. Placement parameters shall be determined by February 1st of each year in order to affect RIF sequencing in the spring and a Sequence of Honorable

Dismissal list shall be provided by the District at least seventy-five (75) days before the end of the school term. Any member of the committee may request to receive the past two (2) evaluation ratings for any employee in the District as well as that employee's length of service. All decisions of the committee shall be by majority vote. Should any corrections be made after posting, a corrected Sequence of Honorable Dismissal shall be given to the Association.

If reduction in teachers or teaching positions occur, teachers shall be laid off in order based on the Sequence of Honorable Dismissal list. Within Groups 4 and 3, any ties will be decided based on seniority; i.e., shortest in length of service first, provided the remaining teachers have the necessary qualifications and certifications to properly fill the remaining positions. Seniority for the purposes of this provision shall be determined by the length of continuing full-time service within the District.

In compliance with the Illinois School Code, 105 ILCS 5/24-12, if the Board has any vacancies for the following school term or within one calendar year from the beginning of the following school term, the positions thereby becoming available shall be tendered to the teachers so removed or dismissed so far as they are legally qualified to hold such positions in reverse order of the Sequence of Honorable Dismissal List; provided, however, that if the number of honorable dismissal notices based on economic necessity exceeds fifteen percent (15%) of the number of full time equivalent positions filled by certified employees during the preceding school year, then if the Board has any vacancies for the following school term or within two (2) calendar years from the beginning of the following school term, the positions so becoming available shall be tendered to the teachers who were so notified and removed or dismissed whenever they are legally qualified to hold such positions.

The right to recall shall be in effect as outlined above. However, a teacher's failure to respond to recall affirmatively within twenty (20) calendar days after mailing of the Board's letter sent registered or certified mail to the teacher's address on file with the Board shall result in termination of the teacher's rights of recall hereunder.

Where two or more teachers have the same seniority, the following criteria shall apply. Further, when two or more teachers have the same qualifications at Step (a), then Step (b) and (c) shall be used in sequence to determine where the reduction shall be made.

- (a) Subject area - meaning years of teaching in a particular subject area within the District.
- (b) Length of total teaching service.
- (c) Recommendation of Superintendent, giving due regard to the Principals' evaluations as contained in the personnel file.

Years of continual service with the District shall include only full-time service prior to and subsequent to Board-approved leave, except for the purpose of sabbatical leave.

Sabbatical leave shall not be construed as an interruption of seniority rights but shall be construed as continuance of service.

A teacher teaching part time shall not accumulate seniority. In the case of the teacher who resigns and then returns to the District, seniority will accumulate from the date of the latest employment. In the case of the teacher who ceases to teach full-time as a result of a reduction in force and who then is reinstated to full-time status pursuant to the right to recall, the teacher shall return with the seniority acquired prior to the reduction in force.

Any teacher who disagrees with his/her placement on the Sequence of Honorable Dismissal List shall have thirty (30) days to initiate a challenge through the grievance procedure. If no challenge is initiated the placements and specified years of service with the District as found on the list(s) shall be conclusive.

The Board, however, reserves the right to assign a teacher to fill a position for which the teacher has the necessary qualifications and certifications and years of service, subject to the Illinois School Code, 105 ILCS 5/24-12. The Board shall rely upon the qualifications and certifications as reported by the State Board of Education in making employment decisions and shall treat as conclusive such information reported as of July 1st.

Prior to making reductions in force, the Board shall schedule a meeting with representatives of the Association to receive advisory recommendations regarding said reductions. The District shall give forty-five (45) days' written notice before the end of the school term for any reductions in force.

ARTICLE IX

RETIREMENT

9.1 Retirement Incentive

For the duration of this Agreement only, teachers with twenty (20) years of service to the District, including any unused accumulated sick leave for which TRS grants credited service, are eligible for the following retirement incentive:

1. If a teacher gives the Board an irrevocable notice of retirement by May 1st three (3) years prior to the year of retirement, the Board shall pay the employee a three percent (3%) retirement incentive, inclusive of any other increase in compensation, for each of his/her remaining years of service.

2. If a teacher gives the Board an irrevocable notice of retirement by May 1st two (2) years prior to the year of retirement, the Board shall pay the employee a three percent (3%) retirement incentive, inclusive of any other increase in compensation, for each of his/her remaining years of service.

3. If a teacher gives the Board an irrevocable notice of retirement by May 1st one (1) year prior to the year of retirement, the Board shall pay the employee a three percent (3%) retirement incentive, inclusive of any other increase in compensation, for his/her remaining year of service.

Additionally the teacher shall, within thirty (30) calendar days after receiving the final post-retirement paycheck, receive a 403(b) contribution, IRA contribution, or cash payout (minus any applicable taxes) which shall be determined by calculating the difference between the three percent (3%) increase and a six percent (6%) increase for each year of the incentive. In the event the current cap of three percent (3%) shall be increased by law during the term of this Agreement, the amount of TRS creditable earnings paid under the ERI shall be increased accordingly and the Employer's contribution to the employee's 403(b) account decreased by the same amount.

This retirement incentive shall not be available to any employee whose retirement would give rise to a penalty to the Board. Notwithstanding any other provision in this Article IX, in the event a teacher's personal life situation is altered by a catastrophic or other extraordinary event, the teacher may any time prior to the 1st day of March immediately preceding the teacher's scheduled retirement give the District notice that the teacher chooses not to retire. The teacher shall reimburse the District all monies paid as a retirement incentive (which shall be the difference between a six percent (6%) raise and what the teacher's increase in any applicable year would have been without the retirement incentive). The teacher may reimburse the District in lump sum or at the teacher's election have the monies deducted from the teacher's paychecks over the course of the school year immediately following the teacher's notice of intent not to resign.

In the event a change in statute or applicable regulations promulgated by the Teachers' Retirement System of Illinois will result in a teacher receiving significantly less of a retirement annuity than what the teacher would have received had the change not occurred, the teacher may any time prior to the 1st day of March immediately preceding the teacher's scheduled retirement given the District notice that the teacher chooses not to retire. The teacher shall reimburse the District all monies paid as a retirement incentive (which shall be the difference between a six percent (6%) raise and what the teacher's increase in any applicable year would have been without the retirement incentive). The teacher may reimburse the District in lump sum or at the teacher's election have the monies deducted from the teacher's paychecks over the course of the school year immediately following the teacher's notice of intent not to resign.

ARTICLE X

INSURANCE COMMITTEE

Due to the rising costs of health care and the complex nature of insurance, a committee will be established to provide input on health care issues, including, but not limited to the selection of the provider.

1. Members: Insurance Committee shall be composed of two (2) teachers and two (2) representatives from the Board or Administration.

2. Schedule: Meeting of the Insurance Committee will be scheduled bi-annually. Additional meetings may be called if at least two (2) members of the Committee choose.

No decisions about choice of provider will be made without the input of the Committee.

ARTICLE XI

LABOR/MANAGEMENT RELATIONS COMMITTEE

There shall be established a Labor/Management Relations Committee which shall meet for the purpose of discussing concerns of either the employer or the employee and with a view toward enhancing labor relations and improving the educational program through effective communication. The Committee shall hold its first meeting of the school year in September.

1. Members: The Labor Management Relations Committee shall be composed of two (2) teachers and two (2) members of the Administration. Board members will attend Labor Management Relations Committee meetings on a rotating basis.

2. Schedule: Meeting of the Labor Management Relations Committee shall be scheduled quarterly. Additional meeting may be called if at least two (2) members choose.

3. Agenda: A written agenda specifying items to be discussed will be prepared by the committee chair. An agenda shall be sent to all committee members at least one (1) week before the scheduled meeting.

4. Meeting: Only items on the agenda will be discussed. No official resolutions will be passed. The meeting's purpose is for open discussion of issues relevant to the District.

ARTICLE XII

EFFECT OF AGREEMENT/DURATION AND RELATED TECHNICAL CLAUSES

12.1 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 the written mutual consent of the parties.

12.2 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. During the life of this contract, if legislation effectively changes any part of this Agreement, the Association and the Board agree to immediately bargain the impact.

12.3 Recognition of This Agreement

This Agreement supersedes and nullifies all previous written agreements between the Board and the Association.

12.4 Individual Contracts or Employment Agreements

Individual contracts or employment agreements shall not be inconsistent with the terms and conditions of this Agreement.

12.5 Duration

This Agreement shall become effective at the time of execution and shall continue in effect until August 31, 2022.

12.6 No-Strike

For the duration of this Agreement the teachers agree not to strike, support, engage in, or encourage any concerted activity which would disrupt the operation of the schools.

This Agreement is signed this _____ day of _____, 2019. In witness thereof:

FOR THE BRIMFIELD EDUCATION ASSOCIATION

FOR THE BOARD OF EDUCATION, BRIMFIELD COMMUNITY UNIT SCHOOL DISTRICT 309

President

President

Secretary

Secretary

EXHIBIT A

2019-2020	EXTRACURRICULAR STIPENDS		
Base for Extra-Curricular	39,380		
High School		2019-2020	2019-2020
		NO TRS	9.0% TRS
Athletic Director*	11.00%		
Head Boys Basketball	12.00%		
Ast. Boys Basketball	7.00%		
2nd Asst Boys Basketball	3.00%	1,181	1,304
Head Golf (Boys/Girls)	7.00%		
Head Girls Volleyball	12.00%		
Asst Girls Volleyball	7.00%		
Freshman Girls Volleyball	3.00%	1,181	1,304
Head Girls Basketball	12.00%		
Asst. Girls Basketball	7.00%		
2nd Asst Girls Basketball	3.00%	1,181	1,304
Head Baseball	12.00%		
Asst. Baseball	7.00%		
2nd Asst Baseball	3.00%	1,181	1,304
Head Softball	12.00%		
Asst. Softball	7.00%		
2nd Asst Softball	3.00%	1,181	1,304
Cheerleading	9.00%		
Flags	4.00%		
Marching Band 9-12	7.50%		
FFA	12.00%		
Vocal Music	7.50%		
Student Council	3.50%		
Yearbook	7.50%		
Freshman Class Sponsor	1.50%		
Sophomore Class Sponsor	1.50%		
Junior Class Sponsor	3.00%		
Senior Class Sponsor	3.00%		
Speech Contest	4.00%		
Musical	4.00%		
High School Chess	4.00%		
National Honor Society	3.00%		
Head Scholastic Bowl	6.00%		

Asst. Sch. Bowl	3.00%		
WYSE	4.00%		
Asst. WYSE	2.00%		
Poms (Asst. Cheer)	4.00%		
Grade School			
Athletic Director	11.00%		
Yearbook	3.50%		
Boys Basketball (8)	7.00%		
Boys Basketball (7)	7.00%		
Girls Basketball (8)	7.00%		
Girls Basketball (7)	7.00%		
Baseball	7.00%		
Asst. Baseball	6.00%		
Softball	7.00%		
Asst. Softball	6.00%		
Boys Track	7.00%		
Girls Track	7.00%		
Girls Cross Country	7.00%		
Boys Cross Country	7.00%		
Cheerleading	4.00%		
Speech	3.00%		
Scholastic Bowl (7-8)	4.00%		
Student Council	2.00%		
Volleyball (7)	7.00%		
Volleyball (8)	7.00%		
Jr. High Chess	3.00%		

*The stipend for H.S. Athletic Director assumes that a planning period, in addition to the regular academic planning time, will be allowed to fulfill the duties of the position. If the academic schedule does not allow an extra planning period, the H.S. Athletic Director will be compensated 1/8th of their teaching salary or an equivalent portion of that period.

A Bonus of 3% of the stipend amount will be paid for each year up to a total of eight (8) years' experience for each consecutive year in that position.

Employees not wishing to continue in their stipend position should notify the School District in writing in order that a replacement can be sought.

The District reserves the right to not fill any of the above stipend positions should there be insufficient numbers or an activity is discontinued.

Employees promoted from assistant to a head position shall be given experience for their in-district years.

A committee comprised of 3 bargaining unit members and no more than 3 District staff will meet during the 2019-2020 school year to study and make recommendation for adjustments to the extracurricular schedule. The District and the Association will choose their respective participants.

This committee will have the authority to bargain the schedule in its entirety, including but not limited to salary and positions on the schedule, subject to final Board approval. If the committee cannot come to an agreement which is approved by the Board, the current schedule will remain in place in its entirety and the base will increase by \$400 in each subsequent year for the term of this contract.

APPENDIX B

EXTRA RESPONSIBILITY SCHEDULE

Position	Description	Payment
Co-Op and WBL Visits	Teachers who complete workplace visits and correspondence for between the classroom and the job site.	\$150 per student
Driver's Education Driving	Hours spent behind the wheel outside of the school day.	\$22 per hour
Driver's Education Summer School	Class room instruction.	\$24 per hour
Homebound Tutoring	Teachers who assist students when they cannot attend the regular school day.	\$25 per hour
In-School Tutoring	Approved tutoring after the work day.	\$25 per hour
Rtl	Committee members chosen to complete Rtl implementation.	\$800 per committee member/year
Staff Mentoring	District assigned mentors for early career and new teachers in the district.	\$500 per mentee/year
Activity Supervision	Ball games, tournaments, dances, plays, and lock-ins (4.7G).	\$35 per night
Counselor Tasks	Additional compensation for duties performed at school outside of the contracted work year.	Daily Rate
Lunch Supervision	Supervising the lunch period when it is not part of a teacher's normally assigned duties.	\$1,450 per year
Summer School Reading Program	Title I funded program – class day from 9-11 a.m.	\$100 per day
Grade School Detention	Supervising detention other than during the normal school day.	\$25 per session
High School Discipline Coordinator	Create weekly documentation of detentions and other disciplines for the high school along with supervising detention other than during the normal day.	\$40 per session
Pep Band and Chorus	Musical direction at ball games.	\$25 per game
Ag Shop Maintenance	Approved Ag Shop maintenance beyond scheduled time.	Daily Rate

This schedule reflects compensation to be paid for services authorized and performed. Whether or not such services are to be offered shall be determined by the Board.

NOTE: The evaluation plan is to be replaced with new PERA documents.

APPENDIX C EVALUATION PLAN

Formal evaluation gives the school district the opportunity to assess the professional performance of the teacher. The primary purpose of evaluation is to improve instruction.

ORIENTATION PROVIDED FOR STAFF

Each building level administrator will acquaint his/her staff members with the evaluation procedures, standards, and instruments to be used. Staff members will also be advised as to who shall observe and evaluate their performance. This orientation will be completed within thirty (30) school days after the school year has begun.

GENERAL PROCEDURES

A. The teacher and evaluator will set a date and time for the pre-observation conference. The completed pre-observation worksheet and professional activities documentation should be given to the evaluator before the conference.

B. During the formal classroom observation, the evaluator must spend a minimum of one class or lesson period observing the teacher. During either the formal observation or the pre-observation conference materials should be available for the evaluator to review such as a lesson plan book, grade book, teacher-made tests, parent communications, student work, etc.

C. A post-conference will be held after each formal observation to discuss the observation and the evaluation instrument.

D. After the evaluation instrument has been discussed, it shall be signed and dated by both parties. Each shall retain a copy. The teacher's signature does not necessarily indicate agreement with the evaluation results, but signifies awareness of the content.

E. If the teacher disagrees with the written results he/she may submit a written rebuttal at any time which will be attached to the personnel file copy of the evaluation.

EVALUATION SCHEDULE

A. Non-tenured teachers will receive at least two (2) announced formal observation visits each year, resulting in one (1) formal visit per semester. The teacher will receive one (1) Summative Evaluation Report no later than 45 days before the end of the school year. Unannounced visits may be more frequent in number and do not need to last the entire class period. All non-tenured teachers will undergo the evaluation process each year of their non-tenured contractual status.

B. Tenured teachers will receive at least one (1) formal visit during their formal evaluation year. The teacher will receive one (1) Summative Evaluation Report no later than 45 days before the end of the school year. Unannounced visits may be more frequent in number, do not need to last an entire class period, and may also take place during the non-formal evaluation year. Each tenured teacher will undergo the formal evaluation process at least once in the course of every two (2) school years.

C. Observations and evaluation may occur more than the minimum listed above. If a need is seen for more frequent observation by the evaluator, the teacher shall be notified. The teacher may request more than the minimum cycle.

D. The pre-observation conference must occur prior to the formal evaluation.

E. The post-conference must occur within ten (10) school days of the evaluation.

LETTER OF UNDERSTANDING

This letter of understanding creates suggested guidelines for the assignment of teacher's aides for the 2019-2020 through 2021-2022 school years.

The District will strive to assign teacher's aides to the classroom in the following manner:

PreK and K: at a minimum, one full time aide per classroom

Grade 1 – 4: At a minimum, if there are fewer than 50 students in two sections, one full time aide per grade level; or if there are more than 50 students in two sections, one full time aide per classroom.

FOR THE BRIMFIELD EDUCATION ASSOCIATION

FOR THE BOARD OF EDUCATION,
BRIMFIELD COMMUNITY UNIT SCHOOL DISTRICT 309

President

President

Secretary

Secretary

LETTER OF UNDERSTANDING

This letter of understanding establishes a Workload/Caseload Committee which shall meet for the purpose of studying issues related to the distribution of students in each grade level section and the distribution of students' scheduled/assigned classes within each department. The committee shall meet beginning in the 2019-2020 school year through the 2021-2022 school year.

Members: The Workload/Caseload Committee shall be composed of three district staff and three bargaining unit members. The District and Association will choose their respective participants.

Schedule: The Workload/Caseload Committee shall meet quarterly. Additional meetings may be called if at least three of the members choose.

While the Workload/Caseload Committee may make recommendations regarding distribution of students in each grade level and department, no specific outcome or action is expected from the committee's study.

FOR THE BRIMFIELD EDUCATION ASSOCIATION

FOR THE BOARD OF EDUCATION, BRIMFIELD COMMUNITY UNIT SCHOOL DISTRICT 309

President

President

Secretary

Secretary