

PROFESSIONAL NEGOTIATION AGREEMENT

Between The

BOARD OF EDUCATION SCHOOL DISTRICT 98

and the

NORTH BERWYN EDUCATION ASSOCIATION

2022 - 2026

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PREAMBLE

The Board of Education of District 98, Cook County, Berwyn, Illinois, and the North Berwyn Education Association recognize that the attainment of the educational objectives of the District requires mutual understanding and cooperation among the Board, the Administrative, supervisory, and licensed staff. To that end, the parties shall participate in good faith negotiations.

ARTICLE I RECOGNITION

- A. The Board of Education, District 98, Cook County, Berwyn North, Illinois, hereinafter referred to as the "Board", hereby recognizes the North Berwyn Education Association, hereinafter referred to as the "Association", affiliated with the Illinois Education Association, as the exclusive negotiation agent for all regularly employed licensed teachers except central office administrators, principals and Assistant Principals, Tech Director, program assistants, substitutes, outside educational contractors, or any other position now existing or hereafter created whose responsibilities include making recommendations to hire, dismiss, discipline, transfer or promote other District employees.

- B. The term "teacher" when used hereinafter in this agreement, shall refer to all employees represented by the Association in the negotiations unit as determined in Paragraph "A" above. For purposes of this agreement, the term "educator" shall be synonymous with the term "teacher" and used instead of the word teacher.

- C. All items covered by this agreement for all educators will be bargained only with the Association. No negotiations with individual educators over items covered by this contract will be attempted by the Board or Administration, provided that this shall not in any way preclude the issuance by the Board, of any individual educator agreements to new and probationary educators, which agreements shall be made to conform to this agreement.

ARTICLE II

PROFESSIONAL QUALIFICATION AND ASSIGNMENTS

- A. Any educator whose assignment is changed shall also be notified in writing as to the specific reasons for the change. Such reasons shall not be grievable.
- B. An educator shall be given written notice of his/her assignments for the forthcoming year no later than sixty (60) calendar days preceding the first day of the new school term. In the event changes in such assignments are required, the educator affected shall be notified and consulted promptly whenever possible. In no event shall changes in the educators' assignments be made later than forty five (45) calendar days preceding the commencement of the next school term unless an unexpected vacancy or need occurs.
- C. In filling positions for summer school programs, first consideration will be given to educators who have been employed in the district for a minimum of three years and who currently teach the subject area to be staffed. No educator whose most recent summative evaluation rating was "Needs Improvement" or "Unsatisfactory", or who has been the subject of any discipline action within the most recent school year will be considered for a summer school position. Summer school assignments will be rotated from year to year among staff meeting these qualifications. In the event that no applicant meets these qualifications, the position(s) will be opened to all staff members who are licensed to teach the subject but may not currently be teaching the particular subject. This paragraph should not be construed to require the Board to conduct a summer school program, and no other provision of the Agreement shall be applicable to any summer program which may be held.
- D. Assignments involving after school programs or curriculum work which occur outside the normal school day and are over and above the preparation required for regular teaching assignments shall not be obligatory but shall be with the consent of the teacher. Preference in making such assignments shall be given to educators under this agreement over any district staff not covered in this agreement. No educator whose most recent summative evaluation rating was "Needs Improvement" or "Unsatisfactory", or who has been the subject of any discipline action within the most recent school year will be considered for these assignments. Administrators will be encouraged to strive for equity among qualified staff in the assignment of extra-curricular activities.

- E. Educators assigned to new duties will be notified of the attendant certification and/or Illinois State Board of Education (ISBE) approval requirements at the time of notification of such assignments.
- F. A Special Education committee will be established. Representatives from each school shall be chosen to participate. This committee will convene a minimum of once annually. The goal of this committee is to review district procedures related to SPED.

ARTICLE III

ASSOCIATION AND EDUCATOR RIGHTS

- A. Educators shall have the right to organize, join and assist the Association, to participate in professional negotiations with the Board through representatives of their own choosing for the purpose of establishing, maintaining, protecting or improving conditions of professional service. Educators shall also have the right to refrain from any or all such activities.
- B. The Board shall not discriminate against any educator with respect to hours, wages, terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any lawful activities of the Association or in negotiations with the Board, nor shall the Board discriminate against any educator for his/her institution of any grievance, complaint, or proceeding under this agreement.
- C. All approved public Board minutes shall be posted on the District website within 7-10 business days.
- D. The Association shall be furnished on request all regularly and routinely prepared information concerning the financial condition of the District including the current financial statement and adopted budget, audits, a register of licensed personnel and pupil membership data. Existing information of a non-confidential nature necessary to process a grievance will be provided. The Board and administration will grant reasonable requests for readily available and pertinent public information which may be relevant to negotiations. Nothing herein shall require the central office staff to research or assemble information.
- E. Matters relating to supervisor-educator or Board-educator relationships shall not be discussed in the presence of students.
- F. When the Administration or Board requires an educator to appear before them, they shall first announce the purpose of the appearance and secondly, indicate the time and place of the appearance. In the event the Board or Administrator has stated a reason which can be disciplinary and/or investigative in nature, the educator shall have the right to have a Representative of the Association present.

G. PROFESSIONAL CONDUCT

- Educators are important role models for students, peers, and community members. Accordingly, the parties agree that professional and appropriate conduct is expected of District personnel.
 - Step 1:** The parties will make every effort to reconcile differences that occur as a result of the Superintendent's determination that a violation of professional conduct has occurred through a conference between the Administration, Union and Educator(s).
 - Step 2:** The educator will be issued a written warning.
 - Step 3:** The educator may be suspended without pay, for up to five (5) days. Such suspension shall be conducted in accordance with Article III I.
 - Step 4:** The educator may be terminated in accordance with the Illinois School Code.
- The Board and/or the Superintendent shall have the right to omit any or all of the steps of progressive discipline in the event conduct is sufficiently egregious in nature. This progressive discipline policy shall only apply to violations of this article.
- The parties will make every effort to reconcile differences that occur as a result of this language through a conference between the Administration, Union, and Educator(s). Should the parties be unable to reconcile their differences, progressive disciplinary action may commence.
- Exceptions to these provisions may be made on a case-by-case basis by the administration.

H. EDUCATOR DISCIPLINE:

- When the discipline, discharge or suspension of an educator is to be discussed with a member of the District's administration, the educator shall have the right to be accompanied by a representative of the Association. Not less than five (5) work days prior to scheduling any such meeting or hearing, the educator will be given notice of the nature of the charge and informed of his/her right to be represented at such a meeting.
- In these situations which may result in an educator receiving discipline, the District may take the following steps:

Suspension with Pay

- The Superintendent may immediately suspend an educator with pay when the Superintendent determines that the best interests of the District will be served by an immediate suspension.

Suspension without Pay

- Prior to suspending an educator without pay, the Superintendent shall provide the educator with five (5) working days' notice of the date and time of the hearing and the nature of the charges. The Superintendent shall also inform the educator of his/her right to be represented at such a meeting.

Termination

- Educator terminations shall be in accordance with the Illinois School Code.

- I. Each educator shall have the right upon request to review the contents of his personal file, excluding those records to which a right of inspection does not apply under applicable law (“excluded records”). A representative of the Association may, at the educators request, accompany the educator in this review. Such review shall occur during the normal business hours of the office wherein the records are maintained. A representative of the Superintendent may be present at the time of the review and nothing shall be removed from the place of such without the consent of the Superintendent or his designee. Records other than excluded records will be provided electronically within 48 business hours of the educator’s request.
- J. The Association shall have the right to request and upon approval of the building principal and/or the Superintendent, to use the school buildings for meetings provided that such meetings do not interfere with instructional and/or extracurricular programs. Any out-of-the-ordinary expenses, as a result of said meeting(s), will be reimbursed to the District by the Association. The Association may use educator school mailboxes, district email and the NBEA bulletin board (in the educator lounge or in a location authorized by the superintendent) for Association matters. The Superintendent will be provided a copy of all open communications at the time of distribution. If approved by the building principal, the Association shall be allowed reasonable use of computers and duplicating equipment. The Association will pay for all consumable materials used.
- K. Within thirty (30) days of ratification of the agreement, the negotiation team must share an electronic copy of the contract with members of the Association
- L. When the Board approves the school calendar it will be made available on the district website.

ARTICLE IV
EDUCATOR PROTECTION

- A. Any case of assault upon an educator while on duty with the school system shall be promptly reported to the building administrator. To the extent permitted by law, the Board shall provide legal counsel to advise the educator generally with respect to such assault.
- B. Any complaint by a parent/legal guardian and/or a student, directed toward an educator, shall be reported to the educator if and only if the complaint is to be used as a basis for a rating or disciplinary action. The educator will have an opportunity to review the circumstances relating to the complaints in a conference with the supervising administrator. No final disciplinary action shall be taken until an educator-administrator conference has taken place and, at the educator's request, a second educator- - administrator conference with an Association Representative present and; at the educator's request, an educator's-administrator-Board conference at which, by the educator's request, an Association representative will be present. At the request of the educator, administrator or Board, the complainant shall be invited to attend any or all such conferences.

Upon request of a parent or student, the Association representative shall be excluded from discussion of a matter that infringes on a child's privacy rights under the Illinois School Student Records Act or the Family Educational Rights and Privacy Act. In instances where student records may be used against an educator, such records may be available to the Association representative only in accordance with the provisions of the aforementioned Acts.

- C. In accordance with the applicable provisions of the School Code, the Board shall provide indemnification and protection against claims and suits against any educator.

ARTICLE V
VACANCIES, TRANSFERS AND PROMOTIONS

- A. The Superintendent shall post all vacancies as they occur on the district website. No position shall be filled until five (5) business days have elapsed from the time the position has been posted.
- B. Any educator may apply for transfer to another building or within his/her own building where a vacancy exists and shall submit his/her application via the district application process. Internal applicants who score a 5 or above on the Frontline Teacher Fit Assessment shall be granted an interview. The granting of an interview for a vacancy does not presume the employer must award the position to the interviewing employee.

ARTICLE VI TEACHING HOURS AND ASSIGNMENTS

A. **EDUCATORS SCHEDULED DAY:** Educators shall be on duty at 8:10 A.M. each school day or educator responsibility day. Educators shall be free to leave at 3:10 P.M. on all days except on a Wednesday meeting day or whenever after those times, their professional responsibilities are completed.

Beginning in the 2022-2023 school year, educators are required to submit their daily attendance using the Crisis-Go application to begin each school day. Attendance must be submitted within fifteen (15) minutes after the school day begins. This daily attendance system's primary purpose is to verify that employees are present and to ensure student safety. It is not a time-clock system; however, the information gathered from this system may be used as a basis to determine tardiness of an employee. If any information gathered from the attendance system is used for disciplinary purposes, such discipline shall be progressive (verbal, written, paid suspension, unpaid suspension, discharge), reasonable in nature, and based on just cause.

The terms and/or procedures of the Daily Attendance System may be modified at any time during this Agreement by mutual consent. The Daily Attendance System described above will sunset upon the expiration of this collective bargaining agreement.

Educators shall have a lunch period of at least the minimum of thirty (30) minutes and thirty-five (35) minutes in the elementary (K-5) schools. Those educator volunteers who are accepted for lunch supervision during their lunch period will be paid according to the hourly rates established in the attached Appendix C. educators may be requested, but not required, to attend outside these hours, activities such as faculty meetings, except Wednesday PM Meetings school open-house programs, in-service education programs and PTA/PTO/PTSA meetings.

The length of the school year will not exceed 186 days. The days will include 175 pupil attendance days, four (4) institute days, two (2) parent-teacher conference days, and five (5) emergency days. In addition, educators will attend seventeen (17) Wednesday afternoon meetings, for training or meetings from 3:30 to 4:30 p.m. The Wednesday calendar will be provided in writing at the start of the school year.

The student attendance day at all schools (K-8) shall commence at 8:15 a.m and shall end at 3:05 p.m.

A permanent substitute will be hired to cover specifically Special Education Meetings during the school day. Insofar as possible each building will have an "IEP Day" each week to schedule meetings throughout the day. No meeting shall be scheduled for any educator during their designated lunch period except with the consent of the educator.

- B. All educators shall be provided with relief and preparation time. Insofar as possible, relief and preparation time will be equalized. Educators shall be required to attend 3 meetings per week during predetermined common plan time as determined by building administrators. (Sunset Clause)
- C. Each year, prior to the adoption of the official calendar by the Board of Education, a calendar for the following school year shall be discussed by a committee of one educator from each school, appointed by the Association, and a designee of the Board of Education.

Such discussions shall be concluded no later than February 15, of each school year unless extended by both parties. This shall in no way be interpreted as a restriction of the right of the Board to make the final decision as to the adoption of a calendar.

Should changes be made in the calendar subsequent to the adoption of the calendar by the Board of Education, the changes shall be discussed by the above named committee prior to any Board action to amend the calendar.

D. INTERNAL SUBSTITUTION

In District elementary school buildings on days when an internal substitute educator is needed the administration will refer to the rotating classroom schedules containing certified staff members from the same grade level or one grade level higher or lower than the classroom in need of the substitute educator, to serve as substitute educators. In no instance will a classroom taking students from the classroom needing a substitute educator exceed a total of 36 students, including those students taken from the classroom needing a substitute educator. Additionally, Administration will divide the students and make sure educators receiving students have all the necessary supplies for the day. Rotating classroom schedules must be shared with certified staff.

Educators who serve as an internal substitute educator, who receive students from a classroom in need of a substitute educator, will receive \$60 per day per teacher. This will be done as a last resort.

Special education classes, Pre-K, Early Childhood, will not be split. Inclusion, Pre-K, Early Childhood, Cross-Categorical, and DLP educators will only take more students from split classrooms as a last resort. If the substitute agrees, inclusion, Pre-K, Early Childhood, Cross-Categorical, and DLP classrooms will have priority for substitute educator coverage.

Common plan time is defined as district directed time that can be used for internal substitution without additional pay. Administrators will use a rotating substitution schedule that will be shared with educators in advance, when assigning teachers to internal substitution assignments.

	Elementary	Middle
Sub During Common Plan	\$0	\$0
Sub During Personal Plan	\$44 per plan period	\$44 per plan period
Accepting Additional Students	\$60 per teacher per day	\$60 per teacher per day
PE Sub an entire class – Full Day	\$150	\$150
Lunch Duty/Sub During Lunch	\$30 per lunch period	\$30 per lunch period

E. PARENT EDUCATOR CONFERENCES

- One Conference Exchange day shall be scheduled during the school year.
- Conferences will be held during the school day and after school.
- At the elementary level and the middle school level: During the 1st quarter and 2nd quarter, 2 days will be established for parent-teacher conferences each quarter.
 - One will be an evening from 4:00 pm – 7:30 pm and the other will be a full non-student attendance day.
 - An educator shall be excused from attending Parent/Educator Conferences for extenuating circumstances including but not limited to personal or family member illness provided the educator secures approval from the appropriate building administrator. If an educator fails to secure administrator approval, the educator may be subject to discipline steps identified in Article 3, Section. It is the responsibility of the educator to hold conferences with the parents of the students in their class within three (3) school days of their return to work.
 - In as much as possible, parent/teacher conferences will be conducted virtually.

ARTICLE VII GRIEVANCE PROCEDURE

A. DEFINITIONS

- A grievance shall mean a complaint that there has been an alleged violation, misinterpretation or misapplication of any provision of this Agreement.
- All time limits consist of school days, except 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 in order that the matter may be resolved before the close of the school term or as soon there-after as possible. School days for purposes of the grievance procedure shall mean educator employment days.

B. STATEMENT OF BASIC PRINCIPLES

- Every educator covered by this agreement shall have the right to present grievances in accordance with these procedures, with or without representation. Nothing contained in this article or elsewhere in this agreement shall be construed to prevent any individual employee from discussing a problem with the administration and having it adjusted without intervention or representation of the Association. An Association representative may be present at any meeting, hearing, appeal or other proceedings relating to a grievance which has been formally presented.
- An educator who participates in a grievance procedure shall not be subject to discipline or reprisal because of such participation.
- Hearings and conferences under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present, to attend, and will be held, insofar as possible, after regular school hours, or during non-teaching time of personnel involved. When such hearings and conferences are held during school hours, all employees whose presence is required shall be excused with pay, for that purpose.
- The failure of an educator or the Association to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits may be extended by mutual agreement in writing. A grievance may be withdrawn at any level prior to arbitration without establishing precedent.
- Any educator has a right to be represented in the grievance procedure. The educator shall be present at any grievance discussion when the Board, administration and/or the Association deems it necessary. When the presence of an educator at a grievance hearing is requested by either party, illness or other incapacity of the educator shall be grounds for any necessary extension of grievance procedure time limits.
- Any investigation or other handling or processing of any grievance by the grieving educator or educator organization representatives shall be conducted so as to result in no

interference with or interruption of the instructional program and related work activities of the teaching staff.

- Class grievances involving one or more educators or one or more supervisors and grievances involving an administrator above the building level may be initially filed by the Association at Step #2.

C. PROCEDURES

- The parties hereto acknowledge that it is usually most desirable for an educator and his/her immediately involved supervisor to resolve problems through free and informal communications. If such informal processes fail to resolve the grievance, the grievance may be resolved as follows:

STEP ONE - The grievance shall be presented within fourteen (14) days of the event complained of or of the date when the grievant might reasonably have known of such event. The supervisor will arrange for a meeting to take place within eight (8) days following receipt of the grievance. The written grievance should state the nature of the grievance, should note the specific clause or clauses of the agreement allegedly violated, and should state the remedy requested. The aggrieved educator, an Association representative and the immediately involved supervisor shall be present for the meeting. The Supervisor shall provide a written answer with reasons to the aggrieved educator, the Association and the Superintendent within ten (10) days

STEP TWO - If the grievance is not resolved at Step #1, then the educator shall refer the grievance to the Superintendent within six (6) days after receipt of the Step #1 answer or within eight (8) days after the Step #1 meeting, whichever is the later. The Superintendent shall arrange for a meeting with the educator and the Association representative to take place within five (5) days of his receipt of the appeal. The Superintendent shall file an answer within ten (10) days of the Step #2 grievance meeting and communicate it in writing to the educator, the principal, and the Association.

STEP THREE - If the grievance is not resolved at Step #2, then the educator shall refer the grievance to the School Board within six (6) days after receipt of the Step #2 answer. The School Board shall arrange for a meeting with the educator and the Association representative to take place within thirty (30) days of receipt of the appeal. The School Board shall file an answer within ten (10) days of the Step #3 grievance meeting and communicate it in writing to the educator, the Superintendent, and the Association

STEP FOUR - If the grievance is not resolved satisfactorily to the educator and the Association within thirty (30) days after receipt of the written reply from Step #3 the Association may submit in writing a request to enter into binding arbitration. The American Arbitration Association will be requested to provide a panel of arbitrators.

- The Arbitrator, in his opinion, shall not amend, modify, nullify, ignore or add to the provisions of the Agreement. His authority shall be strictly limited to deciding only the issue or issues presented to him in writing by the School Board and the Association and his decision must be based solely upon his interpretation of the meaning or application of the express relevant language of the Agreement.
- Expenses for the Arbitrator's services and the expenses which are common to both parties to the arbitration shall be borne equally by the Board and the Association. Each party to an arbitration proceeding shall be responsible for compensating its own representatives and witnesses.
- Neither the Board nor the Association shall be permitted to assert any grounds or evidence before the Arbitrator which was not previously disclosed to the other party.
- The parties shall jointly request the American Arbitration Association, the Federal Mediation and Conciliation Service or the Illinois Education Labor Relations Board to submit to them a list of five (5) arbitrator's names and qualifications. Either party may reject one list in its entirety and request that another list be submitted. From such a list, the party initially requesting the arbitration shall strike two names and the other party shall then strike two names. The person whose name remains shall be the arbitrator. The arbitrator selected shall be jointly notified of his selection and requested to contact the parties with respect to setting up a time for a hearing.

ARTICLE VIII LEAVES

A. SICK LEAVE

All faculty members are expected to be on duty throughout the school year unless excused and those who are not will have full pay deductions made.

Educators will be issued twelve (12) days of annual sick leave. Sick leave days will be prorated for educators hired during the school term in $\frac{1}{2}$ day increments rounded up to the nearest half-day.

Any unused sick leave at the end of each school term shall be allowed to accumulate and added to each educator's sick leave account. Sick leave may be accumulated by each educator to a maximum total of 360 days.

Sick leave shall be interpreted to mean personal illness, quarantine at home or serious illness or death in the immediate family or household. "Immediate family", per Section 105 ILCS 5/24-6 of the Illinois School Code, "shall include parents and step-parents, spouse, brothers, sisters, step-siblings, children and step-children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians".

The term "spouse," as used throughout the Agreement shall have the same meaning as ascribed to the term in the Illinois Religious Freedom Protection and Civil Union Act (750 ILCS 75/).

B. BEREAVEMENT LEAVE

All employees shall be allowed up to three (3) work days of absence, without loss of pay or the reduction of sick leave, in the event of the death of a member of the immediate family.

Immediate family shall include parents, spouse, brother, sister, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, domestic partner as defined by law, and legal guardians. In the event of death of relatives not in the immediate family, an employee shall be granted a one (1) day absence without loss of pay. Bereavement leave shall not be cumulative.

Employees are required to provide proof of the relative's date of death by submitting a death certificate or an obituary. The use of bereavement leave shall be used immediately after the death of an individual as noted above unless good cause is shown for use of the leave at a time which is not immediately after the death (i.e. memorial service later in time). If the employee needs to use the bereavement days at a later date, they shall inform the building administration and HR in writing stating the reason for the request.

The employee is responsible for notifying a Building Administrator and HR immediately when they learn of the need for bereavement leave.

C. ANNUAL SICK LEAVE INCENTIVE PAY

Any full-time educator employed for a full-school year and who takes no sick leave days during the school term shall be paid \$750.00 incentive pay at the end of the school term. This incentive will be prorated for educators hired during the school term.

D. PERSONAL LEAVE

On an annual basis, the Board will grant leave for personal business, subject to pre- approval of the Superintendent or his designee, as follows:

Non-tenured teachers	2 days
Tenured Educators	3 days

Only four percent (4%) of the District's staff may be granted use of personal leave on any one day. Leave shall be granted on a first come, first served basis as determined by the date and time the request is received at the District Office. In this instance staff shall be defined as those educators whose absence would require a substitute and shall be determined based on the staff count the first day of each semester.

Requests for use of personal leave beyond this limit shall be given consideration only in extenuating circumstances and may be approved at the sole discretion of the Superintendent.

Personal leave may not be used on the day preceding or following a school holiday, winter/spring break, or during the first five or the last five days of the school term unless reasons are given and the leave is specifically approved by the Superintendent or his designee.

Unused personal leave may not be accumulated as personal leave but shall be added to the staff member's accumulated sick leave annually at the end of each school year.

E. JURY DUTY

The Board shall pay the regular salary for educators called to serve as jurors. Educators must submit proof of jury service. A copy of the jury duty check will be used as proof of service.

F. SICK LEAVE BANK

The parties agree to allow members of the bargaining unit to participate in a Sick Leave Bank. The following provisions shall be basic to the plan.

At the start of each school term members of the bargaining unit entering their third full- time year, or beyond, who desire to participate in the plan shall have one sick leave day deducted from their accumulation of sick leave days and the day deducted shall be placed in the Sick Leave Bank. Members of the bargaining unit become eligible to withdraw only after contributing one sick leave day for two consecutive years.

A staff member may draw upon the Sick Leave Bank only for personal illness and only in circumstances where the member has been ill for fifteen (15) consecutive work days, has exhausted their accumulated sick days and only after seven (7) days beyond the exhaustion of sick leave.

A staff member may only draw a maximum of forty (40) days from the Sick Leave Bank during one school year and may apply for temporary disability immediately following or concurrently with the use of sick days from the Sick Leave Bank should the employee's illness warrant.

The Sick Leave Bank shall be maintained at a minimum of 250 days. At any time the Sick Leave Bank falls below 250 days, each participating member shall donate one day from their accumulated sick leave. Any vested member unable to contribute because of a lack of accumulated sick days shall donate two days at the start of the next term when they receive their yearly sick days. Previous participating members need not contribute at the start of a new term unless the Sick Leave Bank falls below 250 days.

No vested staff member shall be eligible to draw from the Sick Leave Bank except that they have presented proof of an illness that prevents them from working for an extended period of time. Such proof shall be in the form of a stated diagnosis from the employee's physician with a prognosis of a possible date to return to work.

The Sick Leave Bank shall be administered by the Association and any rules and regulations needed to operate the plan in compliance with the preceding provisions shall be developed by the Association. Sick Bank will be the responsibility of an NBEA elected executive board member. At the start of each school year the president of the NBEA will communicate the appointed Sick Bank liaison to the superintendent's designee. All requests for use of Sick Leave Bank should be addressed to the Vice President of N.B.E.A.

Upon request, the Association shall provide the Superintendent with an accounting of the status of the Sick Leave Bank which shall include the number of days in the Bank at the time of request, days used, and the names of staff who accessed the Sick Leave Bank.

The Association shall indemnify and save the Board harmless against all liability that arise from action taken to comply with the provisions of the Sick Leave Bank plan, whether those provisions are part of this contract or separately developed by the Association to operate the plan.

G. LEAVES OF ABSENCES

- The Board shall grant leaves of absence as an extension of FMLA to tenured licensed staff, at no cost to the board. The Board shall grant leaves equivalent to the number of teacher work days (180) in the school year. Leaves (including FMLA) may not exceed the number of teacher work days (180) in a 12 month period. FMLA eligibility is defined as the following:
 - the birth of a child or placement of a child for adoption or foster care
 - to bond with a child (leave must be taken within one year of the child's birth or placement)
 - to care for the employee's spouse, child, or parent who has a qualifying serious health condition
 - to care for the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job
 - for qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child or parent

Circumstances outside of FMLA are subject to the approval of the superintendent.

- Sick and personal days will not be applicable beyond the approved FMLA leave.
- Health insurance may remain in force for the duration of the leave, at no cost to the Board, by monthly prepayment of premiums to the Business Office. Single plan coverage will be maintained, at no cost to the employee, for staff on FMLA leave.
- Educators are responsible for notifying the Superintendent of their intent to return at least 6 weeks prior to the last day of their leave.

H. FAMILY AND MEDICAL LEAVE ACT (FMLA) - Link the FMLA law/language

ARTICLE IX
FULL INSTRUCTIONAL PROFESSIONAL STAFFING

- A. The Board agrees to attempt to observe within reasonable limits and maintain present class size averages and staffing ratios, including program assistants, subject to space availability, budgetary limitations, utilization of innovative or experimental programs, and availability of educators or necessary funds. All decisions on class sizes or staffing ratios will be made by the Board acting in the best interests of the pupils and the community at large.

- B. When the Board needs to fill a position due to an approved long term FMLA leave, the position will be posted on digital platforms utilized by the district. The posting will express a preference for “highly qualified” candidates. The Board will attempt to work with local universities to fill such vacancies.

ARTICLE X
EFFECT OF AGREEMENT

- A. The terms and conditions set forth in this agreement represent the full and complete understanding and commitment between the parties hereto. The terms and conditions may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written amendment executed according to the provisions of this agreement.

- B. 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.

ARTICLE XI
REDUCTION OR RELEASE OF EDUCATORS

A Any honorable dismissal of educators shall be in compliance with Section 24-12 of the School Code of Illinois, as amended.

ARTICLE XII

EVALUATION OF CLASSROOM TEACHING PERFORMANCE

The primary objective of the program to evaluate classroom teaching performance is to improve the quality of instruction. The Board of Education recognizes the importance and value of developing a procedure for assisting and evaluating the classroom teaching progress and success of probationary and tenured educators. The District's Evaluation plan for licensed staff members is contained in the Performance Evaluation system Educator Handbook. This Evaluation Plan is hereby incorporated into this collective bargaining agreement. To accomplish this, the following procedure shall be followed:

- A. The principal, or other administrator designated by the Superintendent, shall be responsible for the administration of this procedure for evaluating classroom teaching performance.
- B. The District may revise, in cooperation with the exclusive bargaining representative of the educators, the Performance Evaluation System for Educators for all educators. The revised plan shall comply with Section 24A of The School Code of Illinois and any rules adopted by the State Board of Education.
- C. All formal evaluation of classroom teaching performance of an educator shall be conducted openly and with full knowledge of the educator.
- D. Before adopting or revising any evaluation instruments or procedures, the Association will be notified and educator input will be sought and considered.
- E. The EPP committee will meet twice a year to review evaluation data, the evaluation instruments, the evaluation procedures, and any other items determined by the administration and Association.
- F. The PERA committee will meet to create a process/guidelines for due process hearings for teachers' unsatisfactory ratings.
- G. Educators are allowed union representation in pre and/or post conferences to take notes and ask questions if requested by the association member.
- H. Educators who receive a needs Improvement or unsatisfactory summative rating will have one year to improve their rating. Should they fail to improve their rating within one year, they will not be eligible to advance on the salary schedule for the following school year.

For any educator who begins the 2022-2023 school year on a professional development plan (PDP) and improves their rating by the end of the 2022-2023 school year with a proficient or above, will receive 50% of the 2022-2023 salary increase to be paid prior to the end of the 2022-2023 school year.

- I. Appeal of a Tenured Teacher Unsatisfactory Rating: If a tenured teacher receives a rating of “unsatisfactory” and chooses to appeal, below are the steps in the appeal process:
 - Informal Appeal (Math Error Only): An informal appeal process can occur as a first step within five (5) school days of the summative rating. An email needs to be sent to the administrator who completed the evaluation, the Building Principal, the Superintendent, and the NBEA President. In the case of a miscalculation error on the evaluation, (and everything else was proper: timelines, etc.) then the rating would be adjusted to be the correct scoring based on the correct calculation. If the rescoring doesn’t change the rating designation, then the score stands.
 - Formal Appeal: Upon receipt of the written appeal, the Human Resource Manager will convene an appeal panel to review the appeal. The panel will review the following documentation: the final summative evaluation and ratings; all written feedback and notes from the teacher’s evaluator; all documentation of goal setting, pre-conference(s), formal and informal observations, post-conference(s), and reflection notes from the teacher; and all artifacts submitted during the evaluation process.
 - A formal appeal can occur as a first step if there is no miscalculation error. Below are the steps for the formal appeal process:
 1. Within 10 school days of the summative evaluation, the teacher rated “Unsatisfactory” may appeal the rating in writing to the following: The administrator who completed the evaluation, the Building Principal, the Superintendent, and the NBEA President.
 2. Within 14 school days of the receipt of the notice to appeal, the Human Resource Manager will provide the teacher with the panel’s decision in writing.
 3. When evaluations are submitted to the panel for review, teacher name, administrator name, and school name will be removed.
 4. When a formal appeal is requested, the teacher needs to identify one of more of the following as the reason for the appeal
 - a. Procedural error - Failure to meet statutory timelines or complete the evaluation process as outlined in the Performance Evaluation Handbook
 - i. reference to specific evidence that has been collected through informal and formal observations.
 - ii. dates or elements not consistent with the timelines or processes established in this Licensed Staff Evaluation Plan.
 - b. Misinterpretation or misapplication of the professional practice rubric

- i. reference to specific evidence that has been collected through informal and formal observations. Evidence can only be used if it was presented during the pre-conference, the observation or prior to/during the post-conference
- Panel Composition:
 - The panel will consist of an even number of members (2 and 2): Two members from the NBEA and two members chosen by administration. Alternates will need to be assigned in the case that someone cannot serve.
 - Recusal will be an option for both sides on the panel.
 - By the end of the 1st quarter each year, the NBEA and district leadership will provide a roster of qualified evaluations as defined in 105 ILCS 5/24A - 2.5. This roster will be updated annually.
 - All panel members agree to maintain confidentiality
- Decisions are made by majority vote.
 - In the event of a unanimous decision for a successful appeal by the teacher, rating will be changed from “Unsatisfactory” rating to “Proficient” rating or to the rating the committee unanimously agrees is appropriate.
 - In the event of a majority vote or tie vote among evaluators, rating would be moved to “Needs Improvement.”
 - In the case of a miscalculation error on the evaluation, (and everything else was proper: timelines, etc.) then the rating would be adjusted to be the correct scoring based on the correct calculation.
 - If the rescoring doesn’t change the rating designation, then the score stands.
- Interaction with Illinois School Code and Collective Bargaining Agreement: An appeal shall not prevent the District from developing or implementing a remediation plan for the teacher issued an “Unsatisfactory” rating as required by the Illinois School Code and the Evaluation Plan. Filing an appeal does not excuse the teacher’s participation in the development or implementation of the remediation plan. The remediation plan and the appeals process will proceed concurrently.
 - The appeals process is not applicable to or available for “Unsatisfactory” evaluation ratings received during or at the end of a remediation plan.
 - The pending status of an appeal does not affect the Board’s ability to take other actions permitted by law, including, but not limited to, a reduction in force, non-renewal or dismissal.

ARTICLE XIII
NEGOTIATION AND IMPASSE PROCEDURES

- A. The Board agrees to participate in good faith negotiations with the duly designated representatives.
- B. Both parties agree it is their mutual responsibility to meet at reasonable times and negotiate in good faith.
- C. Both parties agree it is their mutual responsibility to confer upon their respective representatives the necessary power and authority to make proposals, consider proposals, reach tentative agreements which shall be presented respectively to the Board and Association.
- D. Each party to negotiations shall elect its negotiating representatives provided that the Board shall not select an educator, as herein defined, as its representative.
- E. During negotiations, tentatively agreed upon material shall be prepared for the Board and the Association and signed prior to the adjournment of the meeting at which tentative agreement was reached.
- F. When the Association and Board reach tentative agreement on all matters being negotiated, the items will be reduced to writing and shall be submitted to the membership of the Association for ratification and to the Board for official approval.
- G. Negotiations shall begin no earlier than April 1, of the year in which this contract expires, unless both parties agree to an alternate date. Meetings shall be held as necessary at times and places agreed to by both parties.
- H. This agreement shall be subject to change or supplement at any time by mutual written consent of the parties hereto. Any such change or supplement agreement shall be reduced to writing, signed by the parties and submitted to the Board and North Berwyn Education Association Executive Board for approval.
- I. If agreement is not reached on all items ninety (90) days before the start of the school year in which this contract expires, either party may declare to the other in writing that an impasse exists and call for mediation with the Federal Mediation and Conciliation

- J. Service FMCS supplying the mediator. If agreement is not reached on all items forty-five (45) days before the start of the school year in which this contract expires, mediation shall be invoked by the Illinois Educational Labor Relations Board. This is not intended to restrict the parties involved from exploring alternate negotiations formats, if mutually agreed to, prior to the initiation of the impasse procedure.

ARTICLE XIV
PROFESSIONAL COMPENSATION AND RELATED PROVISIONS

- A. The salary schedule shall be set forth in Appendix "A", shall be attached to and incorporated in this agreement.
- B. During the term of this Agreement salaries of staff off the salary schedule shall be increased by a flat amount of \$6,000 for the 2022-2023 school year, 4.00 percent (4%) for the 2023-2024 school year, 4.00 percent (4%) for the 2024-2025 school year and 3.75 percent (3.75%) for the 2025-2026 school year.
- C. Authorization for payroll deductions, other than those required legally and by this agreement, shall be authorized by written consent of the professional employee on a form supplied by the District.
- D. Salary adjustments made on the basis of advanced education will be made at the beginning of each school year. Educators will be advanced to a higher salary lane effective as of September 1. Official transcripts necessary to establish advancement must be in the Administrative Office prior to the date of the September Board Meeting.
- E. Anyone moving horizontally to another lane may advance only one step vertically within that lane in any given year.
- F. Fringe benefits shall be set forth in Appendix "B" which shall be attached to and incorporated into this agreement.
- G. Educators shall have the option of selecting either 22 installments or 26 installments. Payroll schedule including dates will be provided by the first day of school. For those who select the 26 installments, all remaining installments of the current school year will be issued with the final pay period in June. Once the initial request for assignment to a particular payment schedule is made, educators will be required to remain on that schedule until the next reassignment period prior to the next school year.
- H. Educators who travel on authorized school related business shall receive reimbursement in the amount of the IRS rate per mile for travel by personally owned vehicle. Miles are calculated from school to the location of business. Reimbursement shall be made monthly upon submission of properly executed travel reimbursement forms.

I. RETIREMENT INCENTIVES

1. ELIGIBILITY

A retirement program shall be available for the educators who meet all of the following eligibility criteria:

- Have been employed full time in District 98 for a minimum of twenty (20) years.
- Are considered by the Illinois educator's Retirement System (TRS) to be 60 years of age on the date of the educator's retirement, and/or have attained 35 years of creditable TRS service, and
- Have filed and are eligible for participation in the retirement program of TRS with a retirement date no later than June 30, 2028, provided however, that this retirement program shall not be available to any educator whose retirement requires the District to make an Employer/Board contribution or payment of any kind to TRS.
- Submitted a Letter of Intent, to be considered irrevocable, of intent to retire to the Superintendent, setting forth a retirement date at the end of a school year not later than June 30, 2028. This letter of intent to retire must be received by the Superintendent by February 1st of any year of this Agreement.
- Per our discussion and agreement, as representatives of the Union and Board of Education, we agree that any staff member wishing to retire no later than June 30, 2026 under the terms of the 2022-2026 contract may do so if their letter of intent is submitted to the Superintendent no later than September 15, 2022 and the Superintendent approves the letter. Staff members receiving such approval will begin receiving their retirement incentives, as specified in Article XV of the contract (i.e. 6% TRS creditable earnings increases for up to 4 years), during the 2022-2023 school year.

2. BENEFITS

- Educators who make application for participation and qualify as provided above shall have their prior year's creditable earnings increased by 6% over the educator's prior year's reported TRS creditable earnings for each remaining year of the educator's employment in District 98 in lieu of any other raise, step or other creditable earnings increase to which the educator may otherwise have been entitled. This increase will be granted beginning in the school year following the school year in which the educator gives notice as provided above and during subsequent years to the duration of this Agreement, except as noted below.
- The increase in the previous year's salary provided by Article XV shall be based on creditable earnings except that if an employee ceases to continue participation in any previous years extracurricular activity the salary increase provided shall be adjusted to apply only to the previous year's base salary.
- A retiring educator may receive no more than four (4) years of 6% creditable earning increases under this program. It is the intent of the parties that the 6% increase will be paid in the educator's final years of employment. A educator for whom an extra-duty stipend was part of the educator's creditable earning in the school year in which notice is given and who voluntarily ceases to perform such duty in any year prior to retirement will have the stipend for that duty subtracted from the creditable earnings increases provided under this program for each

remaining year. Under no circumstances may an educator participating in this program receive a creditable earnings increase of more than 6% over the educator's prior year's creditable earnings.

- At the time of retirement, eligible staff, as defined above, shall be entitled to a lump sum benefit of \$10.00 times the number of accumulated unused sick days, to a maximum of 195 days. Payment will be due the next month after retirement and receipt of their last paycheck due from the District.
- The Board will also provide a lump sum, retirement bonus to eligible staff as follows:
 - For more than 34 years, \$20,000
 - For 30-34 years, \$15,000
 - For 20-29 years, \$10,000
 - This bonus will be payable the next month after the employee's retirement and receipt of their last paycheck due from the District except that an amount required to increase his/her final year's salary to six (6) percent over the preceding year's creditable earnings may be prepaid and added to their final year's salary.
- The Board reserves the right to limit participation of eligible staff to 2% of unit per contract year. Staff shall be given preference on the basis of seniority. In the event this option is exercised, applicants denied in one year shall be given first consideration the following year.
- It is the intent of the parties that nothing contained herein shall result in the Board incurring any additional cost or penalty from TRS as a consequence of any salary increase exceeding what is allowed by TRS for pension credit. Any educator who participates in this program shall be removed from the salary schedule and shall not receive any other additional compensation from the District regardless of any additional activities the educator may choose to perform.

ARTICLE XV MANAGEMENT RIGHTS

The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all power, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State and of the United States, including, but without limiting the generality of foregoing the right:

- A. To the executive management organization and administrative control of the District and its properties and facilities, and the direction of its employees;
- B. To direct the work of its employees, determine the time and hours of operation and determine the kinds and levels of services to be provided and the methods and means of providing those services including entering into contracts with private vendors for services;
- C. To hire all employees, and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, discipline, dismissal or demotion; and to promote, assign and transfer all such employees;
- D. To establish educational policies, goals and objectives; to insure rights and educational opportunities of students; to determine staffing patterns, to determine the number and kinds of personnel required in order to maintain the efficiency of District operations; and
- E. To build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; and take action on any matter in the event of an emergency.
- F. Negotiations concerning matters related to any permissible action taken by management during the life of this Agreement will be deferred until such time as a successor agreement is negotiated.
- G. The above does not in any way limit the right of the Association to bargain over changes in matters concerning wages, hours and other terms and conditions of employment.

ARTICLE XVI
NO STRIKE PROVISION

It is agreed and understood that there will be no strike, work stoppage, slow-down, picketing, or other concerted action or refusal or failure to fully and faithfully perform job functions and responsibilities or other interference with the operations of the District by the Association or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.

The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slow-down or other interference with the operations of the District by employees who are represented by the Association, the Association agrees to, within twenty-four hours of notice by the District, deliver notice to each striking employee to cease said activities.

In the event the Association is unable to deliver said notice(s) it will deliver the same to the Administration for it to disseminate.

**ARTICLE XVII DURATION
OF AGREEMENT**

This agreement shall be effective July 1st, 2022, and shall continue in effect until June 30th, 2026.
This agreement supersedes all previous agreements.

This agreement is signed this twenty-sixth day of May. In

witness thereof:

For the North Berwyn Education
Berwyn North School District 98:

For the Board of Education Association:

Monica Donihan
President

Adam L Maunce
President

Donna Miller
Vice President

Dr. Michelle Smith
Secretary

APPENDIX A - Salary Schedule FY 23**Salary Schedule****FY 23**

Step	B	B+15	B+30	M	M+16	M+32	M+45
1	50,530	52,583	54,639	56,706	58,764	60,741	63,446
2	51,634	53,687	55,743	57,810	59,868	61,845	64,550
3	51,744	53,802	55,863	57,935	59,998	61,980	64,691
4	53,689	55,833	57,983	60,142	62,293	64,359	67,186
5	55,716	57,952	60,192	62,443	64,685	66,839	69,787
6	57,456	59,770	62,088	64,419	66,739	68,968	72,019
7	57,507	60,030	62,359	64,701	67,033	69,273	72,338
8	59,902	62,326	64,755	67,196	69,626	71,962	75,157
9	60,858	63,282	65,711	68,152	70,582	72,918	76,113
10	61,848	64,272	66,702	69,143	71,573	73,910	77,103
11	62,850	65,274	67,703	70,143	72,574	74,910	78,105
12	63,854	66,278	68,708	71,149	73,579	75,916	79,109
13	65,678	68,102	70,531	72,972	75,403	77,738	80,933
14	67,459	69,884	72,313	74,753	77,185	79,520	82,715
15		71,911	74,342	76,781	79,213	81,549	84,742
16		73,823	76,252	78,693	81,124	83,459	86,654
17		75,258	77,929	80,469	82,942	85,318	88,525
18			79,606	82,247	84,759	87,177	90,395
19			81,284	84,024	86,578	89,035	92,266
20				85,801	88,394	90,893	94,138
21				87,578	90,212	92,751	96,007
22					92,030	94,609	97,878
23						96,469	99,749
24							101,619

APPENDIX A - Salary Schedule FY 24**Salary Schedule****FY 24**

Step	B	B+15	B+30	M	M+16	M+32	M+45
1	51,541	53,635	55,732	57,840	59,939	61,956	64,715
2	52,551	54,686	56,825	58,974	61,115	63,171	65,984
3	53,699	55,834	57,973	60,122	62,263	64,319	67,132
4	53,814	55,954	58,098	60,252	62,398	64,459	67,279
5	55,837	58,066	60,302	62,548	64,785	66,933	69,873
6	57,945	60,270	62,600	64,941	67,272	69,513	72,578
7	59,754	62,161	64,572	66,996	69,409	71,727	74,900
8	59,807	62,431	64,853	67,289	69,714	72,044	75,232
9	62,298	64,819	67,345	69,884	72,411	74,840	78,163
10	63,292	65,813	68,339	70,878	73,405	75,835	79,158
11	64,322	66,843	69,370	71,909	74,436	76,866	80,187
12	65,364	67,885	70,411	72,949	75,477	77,906	81,229
13	66,408	68,929	71,456	73,995	76,522	78,953	82,273
14	68,305	70,826	73,352	75,891	78,419	80,848	84,170
15		72,679	75,206	77,743	80,272	82,701	86,024
16		74,787	77,316	79,852	82,382	84,811	88,132
17		76,776	79,302	81,841	84,369	86,797	90,120
18			81,046	83,688	86,260	88,731	92,066
19			82,790	85,537	88,149	90,664	94,011
20				87,385	90,041	92,596	95,957
21				89,233	91,930	94,529	97,904
22					93,820	96,461	99,847
23						98,393	101,793
24							103,739

APPENDIX A - Salary Schedule FY 25**Salary Schedule****FY 25**

Step	B	B+15	B+30	M	M+16	M+32	M+45
1	52,571	54,707	56,846	58,997	61,138	63,195	66,009
2	53,602	55,780	57,961	60,154	62,337	64,434	67,304
3	54,653	56,874	59,098	61,333	63,559	65,697	68,623
4	55,847	58,068	60,292	62,527	64,753	66,892	69,817
5	55,966	58,192	60,421	62,662	64,894	67,038	69,970
6	58,070	60,389	62,714	65,050	67,376	69,611	72,668
7	60,262	62,681	65,104	67,538	69,963	72,293	75,482
8	62,144	64,647	67,154	69,676	72,185	74,596	77,896
9	62,200	64,928	67,447	69,981	72,503	74,926	78,241
10	64,790	67,412	70,039	72,679	75,307	77,834	81,290
11	65,824	68,446	71,073	73,713	76,341	78,868	82,324
12	66,895	69,517	72,145	74,785	77,413	79,941	83,395
13	67,979	70,600	73,228	75,867	78,496	81,023	84,478
14	69,064	71,686	74,315	76,955	79,583	82,111	85,564
15		73,659	76,286	78,927	81,556	84,081	87,537
16		75,587	78,214	80,853	83,483	86,009	89,465
17		77,779	80,408	83,046	85,677	88,203	91,657
18			82,474	85,114	87,744	90,269	93,725
19			84,288	87,035	89,710	92,280	95,749
20				88,958	91,675	94,291	97,771
21				90,880	93,643	96,300	99,795
22					95,607	98,310	101,820
23						100,319	103,841
24							105,865

APPENDIX A - Salary Schedule FY 26**Salary Schedule****FY 26**

Step	B	B+15	B+30	M	M+16	M+32	M+45
1	53,491	55,665	57,841	60,029	62,208	64,301	67,164
2	54,543	56,759	58,978	61,209	63,431	65,565	68,485
3	55,612	57,872	60,135	62,409	64,674	66,850	69,827
4	56,703	59,007	61,314	63,633	65,943	68,161	71,197
5	57,942	60,245	62,553	64,872	67,181	69,400	72,435
6	58,065	60,374	62,687	65,012	67,327	69,551	72,594
7	60,248	62,654	65,066	67,489	69,903	72,221	75,393
8	62,522	65,031	67,545	70,071	72,587	75,004	78,312
9	64,475	67,072	69,673	72,288	74,892	77,393	80,817
10	64,532	67,363	69,977	72,605	75,222	77,735	81,175
11	67,220	69,940	72,665	75,405	78,132	80,753	84,338
12	68,292	71,013	73,738	76,477	79,204	81,826	85,411
13	69,403	72,123	74,850	77,590	80,316	82,939	86,522
14	70,528	73,248	75,974	78,712	81,440	84,061	87,646
15		74,375	77,101	79,841	82,567	85,190	88,773
16		76,421	79,147	81,886	84,614	87,234	90,820
17			81,147	83,885	86,614	89,234	92,819
18			83,424	86,161	88,890	91,511	95,094
19				88,306	91,034	93,654	97,240
20				90,299	93,074	95,740	99,339
21					95,113	97,827	101,438
22						99,912	103,537
23						101,996	105,638
24						104,081	107,735

APPENDIX B
FRINGE BENEFITS

- A. The Board shall contribute 100% of the premium required for enrollment for single plan coverage with the District's insurance carrier. In addition to the single plan coverage, the Board shall pay \$1,000 toward the cost of the premium for staff electing family plan coverage with the Board's carrier.

Staff employed prior to June 30, 2008, and who have elected to not participate in the District health insurance plan, shall be entitled to payment of an amount not to exceed \$4,600 toward reimbursement for medical expenses. Receipts supporting claims for the aggregate sum must be received in the District Office no later than June 30 of each year.

The Board insurance plan begins on July 1st and for new employees coverage begins on September 1st or the first day of employment.

In order to provide input concerning the choice of an insurance carrier for District employees, the Association may choose two members to serve on an advisory committee with any other staff members chosen by the Board. The final decision for the District carrier, however, will be made by the Board of Education.

- B. An educator who continues his/her professional growth through enrollment in graduate courses for a degree or for an endorsement on his/her license, at a rate determined by the average of the state school tuition fees. The rate shall be determined by the Superintendent on September 1st of each year and reimbursed upon submission of proof that the courses have been successfully completed. Reimbursement shall be limited to no more than nine (9) semester hours each school year.

An educator who chooses to pursue an endorsement in Special Education, English Language, or Bilingual Education will be reimbursed up to 18 semester hours in one school year at the rate determined by the average of the state school tuition fees and posted on September 1st of each year.

All courses must be pre-approved. It is the responsibility of the educator to provide evidence that the institution providing the course is an accredited institution by one of the college accrediting agencies such as North Central.

All staff must complete a pre-approval form and tuition reimbursement service contract prior to beginning coursework. Pre-Approved courses completed with a grade of at least a B/Pass will be reimbursed. Official transcripts must be provided in order to receive reimbursement.

All reimbursement documents are to be submitted to the district office 60 days from the end of the term.

Staff who receive tuition reimbursement shall be required to work in the district according to the follow:

- | | |
|--------------------------------|--------------------|
| ● Endorsement of 18 – 21 hours | 2 additional years |
| ● Master's Degree | 3 additional years |
| ● Any degree above a masters | 4 additional years |

If the district releases the employee, payback is not required. If the employee resigns, they must pay for the schooling paid for by the district. If some of the years are worked, it will be a prorated payback calculation.

- C. Educators who attain and maintain a National Board Certified Teaching Credential will receive a \$2,500 addition to their annual salary, as a one time stipend each year to be paid in June after receiving proof of NBCT certification.
- D. The Board agrees to provide each educator with term life insurance in the amount of \$25,000 during the term of employment.

APPENDIX C
NORTH BERWYN SUPPLEMENTAL PAY SCHEDULES FOR CERTIFICATED STAFF

These supplemental pay schedules reflect the rate of pay and/or stipend available only to certified staff over the contractual period. Educators may submit proposals for extracurricular activities to be approved by an administrator. Extracurricular programs will be offered on a quarterly schedule when possible. Extracurricular programs will have a minimum of 12 participants and a maximum of 25, however, discretion may be given if approved by administration. Sponsors may be increased due to the number of participants per club. Preference in staffing extracurricular assignments shall be given to educators under this agreement over contractual or district staff not covered in this agreement (Please refer to Article II - D).

- All competitive sports, including poms and cheer, shall be paid a stipend \$3,000 if they participate in competitions. If they do not compete, the pay is \$2,300 dollars. Stipends are allocated one per team, per grade level. Every effort will be made to hire employees with experience in the sport.
- Athletic Director - \$4,700 per year
- Theater: \$4,400 total for the year
 - A series of performances to be held throughout the school year for a max of \$2,200 per person (4 full stipends at \$1100 each)
- Choir: \$2,200 per year
- Art club: \$2,200 per year
- Band: \$2,200 per year
- Lunch Stipend: \$30 per lunch period
- All other extra curricular activities and committees will be required to sign in and out of Droplet and will pay as follows:
 - All activities that include student contact will be paid \$44 per hour
 - All other activities, that do not include student contact, will be paid \$40 per hour