



PROFESSIONAL NEGOTIATION AGREEMENT

Between The

BOARD OF EDUCATION SCHOOL DISTRICT 98

and the

NORTH BERWYN EDUCATION ASSOCIATION

2020-2022

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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 previous 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 previous 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 Handbook will be created by committee, reviewed annually, and provided electronically for all educators. The handbook will contain but not limited to how staff can electronically access an IEP, who is invited to IEP, PPS, 504, & MTSS meetings, rules governing attendance at IEP meetings, responsible party for notification of meetings, and any other pertinent information the committee deems necessary.

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. The President of the Association or his/her designee shall be given written notice of any regular or special meeting of the Board together with a copy of the agenda of such meeting prior to the scheduled time of such meeting.
- D. All approved public Board minutes shall be posted on the District website within 7-10 business days.
- E. 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 nonconfidential 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.
- F. Matters relating to supervisor-educator or Board-educator relationships shall not be discussed in the presence of students.
- G. 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.

H. 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.

I. 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*.

- J. 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 may be copied at the request of the educator at a cost of \$0.35 per page for letter size documents, \$0.50 for legal size documents and \$1.00 per page for documents exceeding legal size.
- K. 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.

- L. Within thirty (30) days of ratification of the agreement, the Board must share a non-editable digital file with the Association for its distribution to each educator in the District. Final paper copies of the contract will be distributed to the members of the negotiation team.
- M. When the Board approves the school calendar it will be made available on the district website.
- N. The Board will maintain a “heat plan” for how the District will respond to times when the temperature in school buildings becomes hot enough to potentially affect the learning and working environment. This “heat plan” will be reviewed on an annual basis with members of the NBEA’s Executive Committee.
- O. Whenever the Board needs to employ a long-term substitute educator the building administrator will determine the appropriate personnel to train the substitute educator on the use of specialized District software or technology systems and will provide support to the substitute educator on curriculum matters.

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 Superintendent or designee. 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. Such vacancies will be communicated to the NBEA president or co-presidents. No position shall be filled until five (5) working 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. Such applicants shall be granted an interview upon written request.

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..

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 the elementary schools (K-5) shall commence at 8:15 a.m. and shall end at 3:05 p.m. The middle school schedule, in order to provide for team planning time, may vary.

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. The building administration of each building will determine one consistent day of each month which would normally be a team planning day and cancel

team planning for that day so educators may utilize that time for uninterrupted individual planning time.

Each buildings' administration will create and monitor a reasonable rotation schedule of educators to provide building supervision.

- 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 \$80 per day for each classroom that requires internal substitution.

Middle School Inclusion, elementary Inclusion, Pre-K, Early Childhood, cross-categorical, and DLP classrooms will not be split. Inclusion, Pre-K, Early Childhood, Cross-Categorical, and DLP educators cannot take more students from split classrooms. Inclusion, Pre-K, Early Childhood, Cross-Categorical, and DLP classrooms will have priority for substitute educator coverage, a sub

can be assigned to an inclusion classroom if both educators are absent. The classroom will still need a second educator, therefore, a rotating schedule will be utilized and provided to all staff. Plan periods may be sold to cover the second teaching slot in an inclusion room if necessary at a rate of \$27.75 per period.

Co-teachers will receive \$80 per day if they cover their own class when their co-teacher is absent. After two consecutive days they will become a priority for a substitute teacher.

When an elementary specials educator (computers, library, art, music, or physical education) have additional students due to internal subbing coverage, that specials educator is entitled to compensation. Building administration or their designee will pick up and drop off the split class from their assigned room for the day to bring those students to their daily specials. They will need to submit a timesheet for each class period that they have additional students. They will be paid at a rate of \$27.75 per class period.

When no substitute educator for a specials classroom is available the elementary classroom educator will be paid at \$27.75 to keep their students during their plan period.

When no substitute educator is available for a Lincoln Middle School physical education (PE) class, PE educators will have the option of covering the classes of the absent educator at the rate of \$117.50/day or \$58.75 for a ½ day.

When a Lincoln Middle School educator substitutes for a classroom during their personal plan time then they will be compensated for their time. Educators will have the option of covering the classes of the absent educator at the rate of \$235.00 per day or \$39.17 per class period (⅓ of the \$235.00 per day).

Common plan time is defined as district directed time that can be used for internal substitution. Administrators will use a rotating substitution schedule that will be shared with educators in advance, when assigning teachers to internal substitution assignments.

When no substitute educator is available for a Lincoln Middle School core class, core educators, defined as Math, Science, Social Studies, and English Language Arts, educators working at the same grade level and/or content area, as much as possible, as the absent educator, will take up to ten (10) additional students at the rate of \$80 per day. Educators may take students for multiple class periods per day.

E. PARENT EDUCATOR CONFERENCES

1. One Conference Exchange day shall be scheduled during the school year.
2. Conferences will be held during the school day and after school.
 - A. At the elementary level and the middle school level:
 - B. One (1) non-student attendance day and one evening following student attendance from 4pm -7:30pm on a different day will be scheduled at which time the first quarter
 - C. One (1) non-student attendance day and one evening following student attendance from 3:30-6:30pm on a different day will be scheduled during the second semester at a time that coincides with the third grading period.
 - D. 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 I.

ARTICLE VII

GRIEVANCE PROCEDURE

A. DEFINITIONS

1. A grievance shall mean a complaint that there has been an alleged violation, misinterpretation or misapplication of any provision of this Agreement.
2. 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

1. 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.
2. An educator who participates in a grievance procedure shall not be subject to discipline or reprisal because of such participation.
3. 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.
4. 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.

5. 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.
6. 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.
7. 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:

1. 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.

2. 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.
3. 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.

4. 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.
 - a. 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.
 - b. 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.
 - c. 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.
 - d. 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 allowed annual sick leave as follows:

1 st and 2 nd Year Probationary Educators	11 days
3 rd and 4 th Year Probationary Educators	12 days
Tenured Educators	12 days

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 ILCS75/).

B. BEREAVEMENT LEAVE

For death of brothers, sisters, step-siblings, grandparents, grandchildren, parents-in-law, brother-in-law and sisters-in-law, the educator will be allowed three (3) days of bereavement leave if the arrangements are within 300 miles of Berwyn and five (5) days leave if the arrangements are more than 300 miles. For the death of a spouse, child, step-child, parent, step-parent, or legal guardian, the educator will be allowed a maximum of ten (10) days of leave.

Bereavement leave used will be deducted from sick leave but will not be charged in determining eligibility for sick leave incentive pay.

Personal leave days may be used when an educator is absent as a result of the death of a person unrelated or a relative not covered by sick leave.

C. ANNUAL SICK LEAVE INCENTIVE PAY

Any full-time employee using three (3) or less full days of sick leave in one school year shall be given \$80.00 incentive pay at the end of the school term.

Any full-time employee having 100% attendance during any school term shall be given \$160.00 incentive pay at the end of the school term.

E. 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:

1 st & 2 nd Year Probationary Educators	1 day
3 rd & 4 th Year Probationary Educators	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.

Educators may contact the District Office to request the names of staff using personal leave on a given day when such leave requests exceed the maximum daily allowance.

Staff requesting the use of personal leave for two or more consecutive days will be required to submit, in writing, the reason for the personal leave.

Staff requesting to use a personal leave day shall notify the Superintendent or his designee at least one (1) full day in advance, except in cases of emergency. The purpose of personal leave shall be to attend to personal business which may not reasonably be otherwise conducted during non-school days or hours and which does not otherwise qualify for leave elsewhere in this Agreement, except that personal leave shall be available for use as sick leave.

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.

Any full time employee using no personal leave during the school year shall be given \$45.00 incentive pay at the end of the school term. Any full-time employee using no more than one (1) personal leave day during the school year shall be given \$25.00 incentive pay at the end of the school term.

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.

F. JURY DUTY

The Board shall pay the regular salary for educators called to serve as jurors. Educators must sign and tender jury duty pay.

G. 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

1. The Board shall grant leaves of absence to tenured licensed staff, at no cost to the Board. The Board shall grant leaves for periods of one (1) or two (2) semesters and may grant requests for extensions of leaves up to a maximum of an additional two (2) semesters.
2. The educator and the Superintendent or his/her designee shall agree upon a plan for the commencement and termination of such leave, taking into consideration maintenance of continuity of instruction to the maximum possible degree and the pertinent time factors related thereto. Every effort shall be made to have such leave terminate immediately prior to the start of a new school term.
3. Sick leave shall not be applicable during an educator's period of leave. Sick leave shall not accumulate during the period of leave. Any accumulated sick leave available at the commencement of the leave shall be available to the educator upon return to employment in the District.

4. 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.
5. Any educator, who has been employed 100 or more days of the school year, prior to the commencement of such leave, shall be entitled to such advancement on the salary schedule as they would have if the leave had not been granted. If the leave exceeds the year, such leave commences the second year shall not be considered for step advancement on the salary schedule except if the educator returns to work for at least 100 days during that school year.
6. In all instances, when an educator is granted a leave of eight (8) months or more, as a condition thereof, they shall advise the Superintendent in writing, delivered in person or by registered mail, at least by February 1st prior to the agreed termination of such leave, (September 1st if termination of leave falls in the second semester) of their intention to return to employment.
7. Failure to advise the Superintendent of intent to return, as required above, shall be treated as an election not to return to employment and as a resignation from the District.

Leaves of absence shall be granted for any of the following circumstances:

H. MATERNITY/PATERNITY LEAVE

1. At the time the request is made for a maternity/paternity leave, the tenured educator shall provide a written statement from her obstetrician or physician indicating the expected date of delivery and an opinion that the educator may safely continue in her employment and perform all her regular work duties during her pregnancy.

Such leave shall commence upon whichever of the following shall occur first:

- a. The date agreed upon by the Superintendent and educator
- b. The actual date of delivery

- c. The date on which the educator is required to leave or close employment because she is unable to perform her duties, whichever shall first occur

The Board requires a physician's certificate certifying the educator's fitness to perform teaching duties as a condition of approval to return to work.

- 2. Sick leave shall not be applicable during the period of the maternity/paternity leave with the following exception:
 - a. An educator may request use of ten days of sick leave prior to commencement of and related to maternity leave. Leave begins after those days or date of delivery, whichever comes first.
 - b. Once an educator returns to work for 20 days she may request payment for up to 20 days of accumulated sick days. The educator makes such a request to the Board of Education in writing within 30 calendar days after completion of 20 work days.
- 3. Nothing in this policy shall be construed as requiring any educator to apply for maternity leave. An educator not eligible for or not desiring maternity leave may utilize accumulated sick leave during any period of illness related to her pregnancy and/or to the delivery of the child. If such an educator shall have exhausted accumulated sick leave, she shall be granted a leave of absence without pay or other benefits during such period of illness. Such educator shall return to employment immediately following the termination of such illness.

The Board requires a physician's certificate certifying the educator's fitness to perform teaching duties as a condition of approval to return to work.

In the event the educator elects to use sick leave, the use of sick leave will be limited to use for the personal illness of the parent or infant, and following the birth of the child shall ordinarily be limited to six weeks.
- 4. An educator who desires another leave prior to completing two (2) additional years of teaching should apply for a FMLA leave.
- 5. At any time prior to the commencement of an approved maternity/paternity leave, provided no replacement has been contracted for, the educator may for good cause, with the Superintendent's approval, cancel the leave.

6. Any educator on maternity/paternity leave who desires to terminate such leave prior to the scheduled date will be hired to fill the first available vacancy for which they are qualified. In the event there is more than one qualified educator on such status the order of their rehiring shall be determined by the Superintendent.
7. Any educator desiring adoption leave as a result of becoming an adoptive parent shall notify the Superintendent in writing upon the initiation of such adoption proceedings. Leave shall be granted upon satisfactory written notification to the Superintendent of the date the child is expected to be received. It shall be the responsibility of the applying educator to keep the Superintendent informed of the status of the proceedings, and as soon as known, the expected date of the delivery of the child.
8. A tenured male educator shall be entitled to a child rearing leave of absence. Such leave shall be unpaid and shall be subject to all of the applicable notice and other requirements of this policy. Eligibility for such leave shall arise upon the anticipated birth of a child which the educator has fathered or upon his planned adoption of a child.
9. To the extent that a tenured teacher's educator's temporary illness or disability under this Section also qualified as a serious health condition under the Family and Medical Leave Act and to the extent that the educator is an eligible employee as defined in ARTICLE VIII, Section G1 of this Agreement, the first twelve (12) weeks of an educator's leave under this Section shall also be construed as medical leave under the Family and Medical Leave provisions of ARTICLE VIII, Section H.

I. FAMILY AND MEDICAL LEAVE ACT

Educators who have been employed by the Board for at least twelve (12) months shall be eligible for medical and/or family leave in accordance with the provisions of the federal Family and Medical Leave Act of 1993. Such leave shall be unpaid unless accumulated sick or personal leave is available to an employee. An eligible employee is entitled to up to twelve (12) work weeks during a twelve (12) month period for the following purposes:

- a. The birth of a child and to care for the newborn child, provided the leave is taken no later than twelve (12) months after the birth of the child;
- b. The placement of a child for adoption or foster care, provided the leave is taken no later than twelve (12) months after the placement of the child;
- c. The care of the educator's spouse, child or parent with a serious health condition; or
- d. The treatment of a serious health condition that makes the teacher educator unable to perform the functions of the job.
- e. Military family leave, which may be a military caregiver leave or a qualifying exigency leave.

An eligible educator's use of unpaid leave under another section of this contract for one of the purposes set forth above shall also be considered as an FMLA leave under this Section, and shall be counted against the foregoing twelve (12) week period.

The educator shall provide thirty (30) days' notice to the Superintendent, or his/her designee, before a foreseeable FMLA leave is to begin based upon the expected treatment. If thirty (30) days' notice is not practicable due to lack of knowledge, a change in circumstances, or medical emergency, notice shall be given as soon as practicable. If the request is for an intermittent leave or leave on a reduced schedule basis, the educator shall also advise the Superintendent, or his/her designee, of the reasons why the leave schedule is necessary, and of the change in circumstances, or medical emergency, notice shall be given as soon as practicable. If the request is for an intermittent leave or leave on a reduced schedule basis, the educator shall also advise the Superintendent, or his/her designee, of the reasons why the leave schedule is necessary, and of the schedule for treatment.

During an FMLA leave, the District will continue to provide insurance benefits for an educator on the same terms and conditions as the insurance benefits would have been provided if the educator had continued in active employment for the duration of the leave.

In the event the Family Medical Leave Act is repealed, then this section shall, as of the date of repeal, no longer be in force and effect.

1. END OF SEMESTER

If an eligible employee begins leave:

- a. more than five (5) weeks prior to the end of a semester, the Superintendent can require the leave to extend to the end of the semester if the leave is of at least three (3) weeks and the return to employment would occur within three (3) weeks of the end of the semester;
- b. less than five (5) weeks prior to the end of a semester, the Superintendent can require the leave to extend to the end of the semester if the leave is of at least two (2) weeks and the return to employment would occur within two (2) weeks of the end of the semester; and
- c. Less than three (3) weeks prior to the end of the semester, the Superintendent can require the leave to extend to the end of the semester if it is greater than five (5) working days.

2. REPEALER

In the event the Family and Medical Leave Act is repealed, then this section of this Article shall, as of the date of repeal, no longer be in force and effect.

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

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:

1. The principal, or other administrator designated by the Superintendent, shall be responsible for the administration of this procedure for evaluating classroom teaching performance.
2. 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.
3. All formal evaluation of classroom teaching performance of an educator shall be conducted openly and with full knowledge of the educator.
4. Before adopting or revising any evaluation instruments or procedures, the Association will be notified and educator input will be sought and considered.
5. 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.
6. The PERA committee will meet to create a process/guidelines for due process hearings for teachers' unsatisfactory ratings.
7. Educators are allowed union representation in pre and/or post conferences to take notes and ask questions if requested by the association member.

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

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 summer period, paper checks shall be mailed on the last pay period of June.
- 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. Fringe benefits shall be set forth in Appendix "B" which shall be attached to and incorporated into this agreement.
- F. Educators shall have the option of selecting either 22 installments or 26 installments, except when required to be adjusted for leap year. Pay dates shall be every other Friday. 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.
- G. 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. Reimbursement shall be made monthly upon submission of properly executed travel reimbursement forms.
- H. Anyone moving horizontally to another lane may advance only one step vertically within that lane in any given year.

- I. During the term of this Agreement salaries of staff off the salary schedule shall be increased by 4.00 percent (4%) for the 2020-2021 school year, and by 3.75 percent (3.75%) for the 2021-2022 school year.

J. RETIREMENT INCENTIVES

1. ELIGIBILITY

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

- a. Have been employed full time in District 98 for a minimum of twenty (20) years.
- b. 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
- c. Have filed and are eligible for participation in the retirement program of TRS with a retirement date no later than June 30, 2026, 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.
- d. 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, 2026. This letter of intent to retire must be received by the Superintendent by February 1st of any year of this Agreement.
- e. 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, 2024 under the terms of the 2020-2022 contract may do so if their letter of intent is submitted to the Superintendent no later than September 15, 2020 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 2020-2021 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.

3. 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.
4. 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 August 17, 2020, and shall continue in effect until August 31, 2022.

This agreement is signed this 31st day of August.

In witness thereof:

For the North Berwyn Education
Association:



President



Vice President

For the Board of Education
Berwyn North School District 98:



President



Secretary

APPENDIX A

Salary Schedule - 4.0%							
FY21							
	A	B	C	D	E	F	G
	B	B+15	B+30	M	M+16	M+32	M+45
1	44,091	46,074	48,061	50,058	52,046	53,957	56,570
2	45,965	48,032	50,104	52,185	54,258	56,250	58,974
3	47,919	50,074	52,233	54,403	56,564	58,640	61,481
4	49,596	51,827	54,061	56,307	58,544	60,692	63,633
5	49,836	52,077	54,322	56,579	58,827	60,986	63,940
6	51,954	54,290	56,631	58,984	61,326	63,578	66,658
7	52,875	55,211	57,553	59,905	62,248	64,499	67,579
8	53,829	56,166	58,508	60,861	63,203	65,455	68,533
9	54,795	57,131	59,473	61,825	64,168	66,419	69,499
10	55,763	58,099	60,442	62,794	65,137	67,388	70,467
11	57,521	59,857	62,198	64,551	66,895	69,145	72,225
12	59,238	61,574	63,916	66,268	68,612	70,862	73,942
13	61,192	63,529	65,871	68,223	70,566	72,818	75,896
14	63,035	65,371	67,713	70,065	72,409	74,659	77,739
15		66,755	69,329	71,778	74,161	76,452	79,542
16		68,345	70,946	73,491	75,912	78,243	81,344
17			72,562	75,203	77,665	80,034	83,148
18			74,178	76,917	79,416	81,825	84,952
19				78,629	81,169	83,616	86,754
20				80,343	82,920	85,407	88,557
21					84,672	87,199	90,361
22						88,990	92,163
23							93,967

**Salary Schedule – 3.75%
FY22**

	A	B	C	D	E	F	G
	B	B+15	B+30	M	M+16	M+32	M+45
1	45,634	47,687	49,743	51,810	53,868	55,845	58,550
2	45,744	47,802	49,863	51,935	53,998	55,980	58,691
3	47,689	49,833	51,983	54,142	56,293	58,359	61,186
4	49,716	51,952	54,192	56,443	58,685	60,839	63,787
5	51,456	53,770	56,088	58,419	60,739	62,968	66,019
6	51,705	54,030	56,359	58,701	61,033	63,273	66,338
7	53,902	56,326	58,755	61,196	63,626	65,962	69,157
8	54,858	57,282	59,711	62,152	64,582	66,918	70,113
9	55,848	58,272	60,702	63,143	65,573	67,910	71,103
10	56,850	59,274	61,703	64,143	66,574	68,910	72,105
11	57,854	60,278	62,708	65,149	67,579	69,916	73,109
12	59,678	62,102	64,531	66,972	69,403	71,738	74,933
13	61,459	63,884	66,313	68,753	71,185	73,520	76,715
14	63,487	65,911	68,342	70,781	73,213	75,549	78,742
15		67,823	70,252	72,693	75,124	77,459	80,654
16		69,258	71,929	74,469	76,942	79,318	82,525
17			73,606	76,247	78,759	81,177	84,395
18			75,284	78,024	80,578	83,035	86,266
19				79,801	82,394	84,893	88,138
20				81,578	84,212	86,751	90,007
21					86,030	88,609	91,878
22						90,469	93,749
23							95,619
24							97,491

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, 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 shall begin on September 1st and end on August 31st of each year.

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.

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.

- C. Educators who attain and maintain a National Board Certified Teaching Credential will receive a \$2,500 addition to their annual salary.
- 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 PUBLIC SCHOOLS SUPPLEMENTAL PAY SCHEDULES FOR CERTIFICATED STAFF SCHOOL YEARS 2020 - 2022

These supplemental pay schedules reflect the rate of pay and/or stipend available only to certified staff over the contractual period. The district will annually convene a committee composed of administrators and educators from each building to plan, organize, evaluate, and make recommendations to the Board of Education for extracurricular programming for the upcoming school year. Educators may submit proposals for extracurricular activities to be approved by the committee. This committee will ensure district guidelines are followed. At the beginning and end of each school year, the committee will survey staff, students, and their families for the purpose of determining interest in extracurricular activities. Criteria for establishing extracurricular activities will be developed with a priority on academic need. 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 applicants 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). The Board of Education reserves the right to revise programming on a bi-annual basis as per the recommendations of the Superintendent of Schools.

Boys Basketball	6/7/8	\$2,225
Girls Basketball	6/7/8	\$2,225
Boys Volleyball	6/7/8	\$2,225
Girls Volleyball	6/7/8	\$2,225
Newspaper	6-8	\$1,236 for 8 issues or \$927 for 6 issues
Pom Poms	6-8	\$1,236
Safety Patrol		\$927
Cheerleaders		\$1,236
Play Production		2 Productions \$1,545 per Production
National Honor Soc.		\$618
Pep Club		\$618
Student Council K-8		\$1,236
Yearbook		\$2,101
Talent Shows Per Bldg.		\$1,236 per Building
Chorus 6-8	6-8	\$1,545
Lunchroom Supervision		\$19 per session
Team Leader		\$2,472 Per Team Leader
Athletic Director		\$3,708 Lincoln Only – See Job Description
Computer Club		\$1,669
Fine Arts Club		\$1,545
Art Club		\$1,545
Math Olympiad		\$247 per coach (Max 3)
Science Olympiad		\$247 per coach (Max 3)
Junior Thespians		\$824
West 40 Speech & Drama Team		\$247 (Max 3)

Other Activity Areas

Subject to submission of timesheets reviewed by the building principal, stipend payments will be made four (4) times during the year at the end of each quarter.

After School Sports 4/5	45 Hours Max
Intramurals 6-8	45 Hours Max
Chorus 4/5	32 Hours Max
Homework Club 3/8	\$37 per Hour
Athletic Contest Sup. 6	\$37 per Hour (2 staff/event)
Detention Room	\$37 per Hour
Library Club	\$37 per Hour
Accelerated Reader	\$3,090 per Building
Gifted	\$3,090 per Building
Title I Extended Day	\$37 per Hour

All activities that include student contact will be paid at \$37 per hour.

All other activities that do not have student contact will be paid at \$31 per hour.

APPENDIX D

Heat Plan

The Board of Education of School District 98 (Board) and the North Berwyn Education Association (NBEA) agree that the following items will be incorporated into the Board's "Heat Plan."

1. Guidelines and/or policies for potential placement of window air conditioning units in classrooms.
2. To the best of the District's ability, all current air conditioning units will be properly maintained.
3. On days when the temperature is high enough to have a potential negative impact on the learning environment, custodial staff will open windows in school buildings' classrooms located above the first floor level when they arrive in the morning and will close those windows before completing the evening shift.
4. Administration will examine "hot spots" in schools and consider possible actions to remediate those areas.
5. Administration will consider the potential strategic placement of portable air conditioning units in school buildings.
6. Consideration will be given for students and staff to modify appropriate dress requirements.
7. Consideration will be given to having rooms with air conditioning units leave the door open and having fans in the hallways to assist in moving the cooler air.
8. Consideration will be given to the strategic placement of industrial fans.
9. Consideration will be given to sending home information with students or doing a "phone blast" to notify parents that students may bring water bottles to school on days designated by administration.

APPENDIX E

SAFETY PLAN

The Board of Education of School District 98 (Board) and the North Berwyn Education Association (NBEA) agree to create an Extra Curricular Safety Plan for each building. The following issues shall be addressed in each Extra Curricular Safety Plan:

1. A specific plan, with procedures, for students who are not picked-up from after school activities.
2. Consistent increase and use of law enforcement.
3. Guidelines for starting and ending times for extra-curricular meetings, rehearsals and practices.
4. More frequent use of police liaison officers at games, performances and events.
5. Completion of separate contact forms for each activity that students participate in.
6. To the extent possible, customization of the student information system to allow educators greater access to student information relevant to the Extra Curricular Safety Plan, as permitted by law.

