

AGREEMENT

between

BENSENVILLE EDUCATION ASSOCIATION

and

BOARD OF EDUCATION, BENSENVILLE SCHOOL DISTRICT NO. 2

2022-2027

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ARTICLE I - RECOGNITION AND SCOPE OF BARGAINING

A. RECOGNITION

1. The Board of Education of School District No. 2, Bensenville, Illinois, recognizes the Bensenville Education Association as the exclusive representative in negotiations for the licensed staff of School District No. 2 below the level of Dean of Students.

As used herein "teacher" and "licensed staff member" shall mean those persons who are part of the above-described bargaining unit.

2. The Board agrees not to negotiate with the staff over the terms and conditions of this Agreement or to inhibit the lawful right of classroom teachers, special teachers and special service personnel to form, join or assist professional organizations, individually and collectively, for the purpose of establishing, maintaining, protecting or imposing their professional organization and/or association.

B. PROCEDURE

1. Negotiations shall be conducted pursuant to the Illinois Educational Labor Relations Act.
2. To expedite negotiations, the previously existing negotiated Agreement will serve as the basis for negotiations.
3. The Negotiations Committee shall have access to all available public records and data and personnel to explain such records and data which may apply to negotiations. All tentative agreement(s) reached by the Negotiations Committee shall be placed in writing and signed by the spokesperson for the Board and the Association. Such tentative agreement(s) shall not be final and binding until negotiations have been completed and the entire Agreement for that year has been ratified by the membership of the Board and the Association.
4. It is the intention of all concerned that reasonable resolution of differences can be made in good faith providing all are willing to continue discussion amicably and with mutual respect. If agreement on all items is not reached prior to termination of the existing Agreement, the spokesperson for the Board or the Association on the Negotiations Committee may declare that an impasse exists which will necessitate mediation. Negotiations may be continued by mutual agreement of both parties. If needed, a mediator may be requested from the Federal Mediation & Conciliation Service. This paragraph shall be interpreted in a manner consistent with the obligations of the parties under the Illinois Educational Labor Relations Act and the Rules of the Illinois Educational Labor Relations Board.

5. The Board and the Association shall share equally the costs, if any, of mediation or arbitration.

C. JOINT COLLABORATION

A joint committee of representatives from the Association and the Board shall meet at least twice annually to review implementation of the 2022-2027 Agreement. Every effort will be made to include individuals who participated in the negotiation of this Agreement

ARTICLE II - BOARD AUTHORITY

The exercise of the powers, rights, authorities, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by law and the specific and express terms of this Agreement.

ARTICLE III - PROFESSIONAL RESPONSIBILITIES

A. WORK YEAR

The work year for teachers will consist of 188 days, including five (5) emergency days, in accordance with the school calendar approved by the Board. Annually, there will be three professional development days noted on the District calendar:

- a. one (1) day scheduled at the beginning of the year in conjunction with the August Institute Day.
- b. one (1) day scheduled for parent-teacher conferences as noted in Article III(E)(1).
- c. one (1) day scheduled in conjunction with the November Institute Day for teacher collection and analysis of student data. Teachers may elect to attend this day either in-person or remotely.

A professional development committee composed of Teachers and Administrators designated by the Association President and the Superintendent shall meet at least once annually, for the purpose of providing input into the program for staff development days.

The three (3) additional days added into the calendar (from 185 to 188) shall not be student attendance days (instructional) unless mutually agreed by the Board and the Association. First year teachers shall have an obligation of two (2) additional days as scheduled by the Administration. Compensation for these additional days is addressed in Article VII, Section A.6. Notwithstanding any provision in this Agreement to the contrary, for three days (3) of the work year designated by the Board for professional development, teachers shall be permitted to leave work at the end of each day's program as determined by the Superintendent.

Should any emergency days not be used the Board will reduce the calendar at the conclusion of the school term by the number of unused emergency days.

B. WORK DAY

Teachers shall work a professional day which shall encompass, at a minimum, the student attendance hours. Teachers shall also be responsible for other professional duties. These may include, by way of example, curriculum and other committee work, faculty and team meetings attendance, student staffing participation, parent meetings and conference participation, and school programs attendance, as required of the professional staff of the District. When possible, the Administration will give prior notice of meetings and

conferences scheduled beyond the student attendance hours. The Administration will also make every reasonable effort to schedule student staffings during the work day. Questions or conflicts concerning teacher professional responsibilities will be addressed through the Welfare Committee. Professional responsibilities are compensated for in the Salary provisions of Section VII.A.

Attendance at parent-teacher functions outside the regular school day, such as parent meetings, parent conferences, curriculum nights, open houses, middle school orientation and promotion, is required. The Administration will attempt to publish such evening obligations as far in advance as possible. Teachers anticipating conflicts have the obligation to review the conflict with the building principal, with the building principal retaining the prerogative to excuse a teacher from a single event. However, the final decision-making covering all such circumstances shall remain with the Administration.

C. SUMMER PRE-K SPECIAL EDUCATION EVALUATION WORK

Teachers qualified to participate in special education evaluations may be required to work additional days during the summer months, above and beyond the 188. The job descriptions for the qualified teachers will include the responsibility for summer evaluation work. The Superintendent or designee shall communicate this information during the interview and hiring process to all new hires.

This need for additional required days will be established by the Board and communicated in writing to the affected Teachers and the Association no later than April 15. This communication will include an outline the program goals, the anticipated number of students to be evaluated, a summary of the legal mandates, and the anticipated staffing level of the summer team.

The team of participating teachers will make initial scheduling proposals based on the evaluations needs provided to it. The team's leader will complete the scheduling process with the Superintendent or designee. The Superintendent or designee has the final obligation to cause the District to schedule its evaluation obligations.

Each Teacher will be paid their individual per diem rate for such work.

D. PARENT-TEACHER CONFERENCES

Two parent-teacher conferences will be scheduled annually, one during the Fall semester and one during the Spring semester. The schedule for these conferences will be as follows:

1. Fall Conferences

Elementary and Middle School conferences will be scheduled over a two-day period, on a Thursday and Friday. On the scheduled Thursday, students will not be in attendance and teachers will use the first half of the day to prepare for the

conferences. Conferences on this Thursday will be scheduled in the afternoon and evening.

On the scheduled Friday, students will not be in attendance and conferences will be scheduled in the morning for a period of 5 hours. The remainder of the day will be a non-attendance day for teachers.

2. Spring Conferences

Elementary School conferences will be scheduled between the hours of 8 a.m. and 3:30 p.m.. Middle School conferences will be scheduled between the hours of 7:30 a.m. and 3 p.m..

ARTICLE IV - PROFESSIONAL SERVICE ITEMS

A. ANNOUNCEMENT OF VACANCIES

The Superintendent's office shall post electronically vacancies as they occur or are anticipated. Except in cases of an emergency or during the summer recess, such notices shall be posted for five (5) business days and give, if known, the position title and description of the assignment. Except in cases of an emergency or during summer recess, after five (5) posting days, vacancies may be posted for external applicants. As used herein, "vacancy" means there are more positions than there are employees to fill those positions. This definition does not include positions which must be filled by qualified teachers on a RIF recall list. Qualified internal candidates for vacancies will be interviewed.

B. TEACHER ASSIGNMENT

1. A teacher shall be free to request assignment to any position within the district providing a vacancy exists and the teacher meets the qualifications.
2. Teachers may be assigned to different positions within a school or to another school at the discretion of the Superintendent. The Principal will discuss the reassignment with the teacher. Specific reasons for the reassignment will be part of this discussion. Reasons can include, but are not limited to, student needs, strengthening of teams, teacher requests, opportunity for potential growth, seniority, needs related to sections/programs, and utilization of teachers' certification or endorsements.
3. Reassigned teachers will be informed of existing professional development supports which would be available to assist in transition to the new assignment.
4. Any teacher having concerns relating to his/her reassignment may bring such concerns to the attention of the Association President(s), who will communicate with Administration.
5. The Board shall advise a teacher of his/her projected assignment for the next school term prior to July 1. If it shall be necessary to alter any assignment for the new school term after July 1, the teacher shall be advised as soon as practicable.

C. USE OF FACILITIES

The Bensenville Education Association shall be recognized as a community group, and may use the facilities of the District in accordance with Board policy governing the use of such facilities. The Association's use of District equipment including copiers, computers, telephones, etc., for Association business shall be subject to reasonable limitation by the

Administration. Generally, high volume use of such equipment shall be at the central office.

D. REDUCTION IN FORCE - FOR CONTINUED CONTRACTUAL SERVICE TEACHERS

1. Seniority – Definition

Seniority in District 2 shall mean the most recent period of continuous teaching service as a District 2 teacher. Continuous employment shall not be deemed interrupted by any leave of absence, but any period of unpaid leave (exclusive of FMLA leave) in excess of thirty (30) teacher employment days shall not be included in the computation of seniority in the district. Less than full-time teaching service shall be computed on a pro rata basis for the purposes of seniority.

- a. If the years of continuous service are equal between two or more teachers, seniority shall be determined by total years of continuous teaching service with the school district, including less than full-time service.
- b. If total continuous teaching service with the school district is equal between two or more teachers, then seniority shall be determined by total teaching service with the school district whether or not continuous (such service shall be computed in the manner described above).
- c. If total teaching service with the district is equal between two or more teachers, then seniority shall be determined by horizontal progression.
- d. If horizontal progression is equal, prior teaching experience outside of District 2 shall be the determinant. If prior teaching experience is equal outside of District 2, the date of the signing of individual contracts shall be the determinant.
- e. If all factors mentioned above are equal, final determination shall be made by the Superintendent. The Association shall be consulted prior to the Superintendent's decision.

2. Teacher Qualifications

The District will distribute to each teacher an annual statement of the teacher's qualifications. After receipt of this statement, each teacher shall have 30 calendar days to file written objections with the Superintendent or designee to the information contained on the statement. The objection shall specify any alleged errors. Failure of the teacher to make a timely objection shall be deemed to be an acceptance of the statement.

All teachers are responsible for advising the District of any changes in their licensure or legal qualifications for teaching. The Association President shall receive no later than 75 calendar days prior to the end of each school year, a seniority list (i.e. Sequence of Honorable dismissal list) which shall include the names of all teachers listed by seniority and their legal qualifications, endorsements and licenses.

3. RIF Procedure

a. Notification of RIF

The Association shall be notified of all planned reduction in force at least thirty (30) days prior to any official action taken by the Board. Upon notification, the Association may demand to bargain in accordance with its rights under the law.

b. Procedures

Procedures for reduction in force, qualifications for positions, recall of staff and other related matters shall be consistent with the *School Code* and with agreements made from time to time by the Board and the Association under statutory authority.

c. A teacher's failure to respond affirmatively within ten (10) days of receipt, or within fifteen (15) calendar days after mailing, which ever shall occur first, to the Board letter recalling such teacher shall result in termination of the teacher's right to recall. Such Board letter shall be sent by certified mail to the teacher's last address on file with the Board.

d. Impact on Remaining Teachers; Demand to Bargain

The Board and the Association acknowledge that, as a result of any reduction in force, the responsibilities and obligations of remaining teachers may be increased, but agree that such impact will not increase or reduce the work hours or work days of teachers as established by practice or by this Agreement. This provision shall not constitute a waiver or relinquishment of any right in the Association, to the extent recognized by law, to bargain any decision and/or the impact of any decision by the Board to reduce the number of teachers employed or to discontinue any type of teaching service, other than with respect to work hours or work days.

E. JOINT STAFF AND ADMINISTRATION DISCUSSIONS ITEMS

1. School Calendar

As soon as possible the calendar will be drawn up in the spring of the year, but in no event later than May 1, with consideration of input from the Association.

2. Association-Administration Liaison

The Association's Welfare Committee consisting of a representative elected from each building, the Welfare Committee Chairperson, the Association President, shall meet with the Superintendent, or designee, and other administrators as selected, on a monthly basis to discuss and, where applicable, attempt to resolve matters of concern to the Association, Board and Administration. Additional meetings may be requested if need arises.

3. The Association shall be informed of proposed policies prior to or promptly following their initial presentation to the Board. Association concerns regarding proposed policies shall be presented to the Administration through the Welfare Committee.

F. PAPERWORK REDUCTION ACT AGREEMENT

The Board of Education and the Bensenville Education Association agree to resolve, through the Welfare Committee of the Bensenville Education Association, issues concerning the reduction of the amount of paperwork and other routine tasks otherwise included in teachers' schedules in order that teachers have more time to teach to the extent possible consistent with the economic ability of the District.

G. RELEASE TIME FOR STUDENT ANNUAL REVIEW PREPARATION

Special education teachers and speech and language therapists responsible for writing student individualized education programs and other required paperwork shall receive two release days annually to prepare for all annual reviews. Scheduling shall be made with the mutual agreement of the teacher and administrator.

H. EVALUATION OF TEACHERS

1. Teacher evaluation will be conducted pursuant to the requirements of the Illinois School Code and the District Teacher Evaluation Plan.
2. The District Joint PERA Committee will meet as needed to review and revise, if necessary, the District Teacher Evaluation Plan.

I. COMMITTEES

If any of the committees referred to in this Agreement are dissolved, the Association and the Administration shall meet for the purpose of negotiating the impact of such dissolutions on the intent of this Agreement.

J. TEACHER PLAN TIME

1. Elementary School Teachers (PreK-5)

Provided that the 2022-2023 elementary schools “specials schedule” remains in effect, during a typical school day, each elementary teacher (PreK-5) will receive two (2) periods of plan time, one individual plan time and one team plan time.

2. Middle School Teachers

Provided that the middle school structure is maintained, during a typical school day each middle school teacher will have one (1) period of instructional plan time and one period of team plan time.

K. EARLY RELEASE DAYS

The agenda for the non-instructional portion of early release days will be mutually established by the Principal and teacher leaders, so long as such days continue to be scheduled. Flexibility will be maintained in the instructional teams for specialists to “float” between teams for collaboration. Should the early release schedule be eliminated or substantially revised, the Board and the Association will negotiate alternative opportunities for such collaborative planning.

L. TEACHER DISCIPLINE

1. No Teacher will be disciplined without just cause. Any discipline required will be in conformance, where relevant, with the requirements of the Illinois School Code.
2. If the Superintendent or designee believes that a Teacher's continued presence poses a threat to themselves, others or poses a threat of disruption to the educational process, the teacher may be placed immediately on administrative absence with full pay and benefits until otherwise determined by the Superintendent.
3. The Board believes in the principles of progressive discipline, including verbal reprimand, written reprimand, suspension without pay and dismissal. Nothing in this section requires the Board to exhaust all of the listed discipline steps in the event more serious discipline is required by the circumstances.

4. Prior to the imposition of discipline, the Administration will arrange for an investigation of the circumstances. The Teacher will receive written notice of the pendency of the investigation, including the charge(s) against the Teacher. This notice will establish a date for the interview of the Teacher and will be given, wherever possible, at least 48 hours before the Teacher is interviewed.
5. At the interview, the Teacher may elect to be accompanied by an Association representative.
6. Once the investigation is concluded, the Administrator will meet with the Teacher to inform the Teacher of the outcome of the investigation, including any discipline action which will be imposed. The Teacher may be accompanied by an Association representative.

ARTICLE V - GRIEVANCE PROCEDURE

A. Definition

A grievance is a claim by any member of the licensed staff of Bensenville Elementary District No. 2 or by the Bensenville Education Association in its own right that there has been an alleged violation, misinterpretation or misapplication of the provisions of this Agreement.

The Board shall have a policy providing for any teacher to grieve an alleged violation of Board policy.

B. General Procedure

Procedural processing of a grievance shall be as follows:

1. The party with the grievance shall first discuss the problem informally with his/her immediate supervisor within fifteen (15) school days of the occurrence of the grievance or within fifteen (15) days of his/her ability to reasonably ascertain the occurrence of such event.
2. If, after this consultation, a satisfactory solution has not been reached, a formal written grievance shall be submitted to the immediate supervisor within ten (10) school days after the informal discussion with the immediate supervisor. The immediate supervisor shall have ten (10) school days in which to resolve the issue. This supervisor's decision shall be made in writing.
3. If the grievant is not satisfied with the immediate supervisor's decision, he/she may forward his/her complaint in writing to the Superintendent or designee within ten (10) school days of receiving the decision from the supervisor. The Superintendent shall then arrange for a meeting with the same parties being present (in 2b) within ten (10) school days to hear the facts of the grievance. Upon the conclusion of this meeting, the Superintendent or his representative shall have ten (10) school days in which to consider the problem and give an answer in writing.

Grievance Processing

- a. Each party shall have the right to include in this representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance.
- b. With the approval of the individual with the grievance, the Association's representative may participate in the processing of a grievance at any level beyond Step 1.

- c. No reprisals of any kind will be taken by the Board of Education or the school administration against a member of the licensed staff because of their participation in this grievance procedure.
 - d. It is agreed that there shall be mutual cooperation and exchange of germane information requested among all parties involved in the disposition of all formal grievances.
 - e. If, in the judgment of the Board the processing of any grievance should require that a licensed staff member needs released time from his regular assignment, he/she may be given this time without loss of time or pay benefits.
 - f. An attempt should be made to schedule all meetings so that any member of the licensed staff does not miss their regular assignment.
 - g. All documents dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
 - h. An Association representative may be present at any formal meeting of the grievance procedure to represent the Association, and the Association may be represented in arbitration as it may elect.
4. Failure of any grievant to act on a grievance within the prescribed time limits will act as a bar to any further appeal. Failure of an Administrator to so respond will permit the grievant to move to the next step.
5. If the Association is not satisfied with the decision of the Superintendent, the Association may submit the grievance to binding arbitration. An arbitrator shall be requested from the American Arbitration Association which shall act as the administrator of the proceeding. If a demand for arbitration is not filed within ten (10) days of the date of receipt of the Superintendent's decision, then the grievance will be deemed withdrawn.

These rules shall govern the arbitration:

- a. Neither the Board nor the Association shall be permitted to present any new grounds or evidence before the arbitrator which was not previously disclosed to the other party.
- b. The arbitrator shall have no power to alter, add to, or ignore the terms of this Agreement.
- c. Each party shall bear their own arbitration costs, with the exception of the cost of the arbitrator which shall be divided equally between the Association and the Board.

ARTICLE VI - LEAVES

A. ASSOCIATION LEAVE

In the event that the Association desires to send representatives to state or national conferences or on other business pertinent to Association affairs, the representative(s) shall be granted 12 days (total) of leave without loss of salary. Application for such leave shall be made as far in advance as possible.

B. BEREAVEMENT LEAVE

Three (3) days of paid non-accruable bereavement per incident of death in the family or household shall be granted to teachers. In order to access this leave, the teacher must notify the building administration of the need for such leave and seek approval from the Department of Human Resources.

For purposes of this provision, the term “family” shall include, but not be limited to, parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, legal guardians, aunts, uncles, cousins, nieces and nephews. The term “household” shall include those cohabiting with the teacher, including domestic partners.

C. MILITARY LEAVE

The Board of Education will grant military leave and reinstatement rights under the Illinois Code as written or as amended.

D. PERSONAL LEAVE - NON-CATEGORICAL

The School Board shall grant all full-time employees a total of three (3) non-categorical personal business leave days at full pay each school year for appropriate causes of an urgent nature that cannot be accomplished outside of school hours. Personal business leave provisions shall be pro-rated for part-time licensed employees.

Written request for personal business leave with pay shall be submitted at least two (2) school days in advance of the requested leave day(s). In order to access this leave, the teacher must notify the building administration of the need for such leave and seek approval from the Department of Human Resources. The request will be submitted electronically, include the reason for the leave, and shall be consistent with the terms of this Section D. In emergency situations, the request will be submitted upon return to work

Personal business leave shall not be granted during the first or last week of the school term, on the day preceding or following school holidays or recesses, or during any days of State testing ("Blackout Days"). However, the Superintendent has discretion concerning the granting or denial of personal leave requests for the Blackout Days and in situations where numerous staff from the same building request the same date(s).

Questions or concerns regarding non-categorical personal leave will be addressed through the Welfare Committee.

Examples of appropriate causes for personal leave are as follows:

1. Religious holidays
2. Legal transactions, such as court orders, house closings, etc.
3. Wedding or graduations in the immediate family or household
4. Funerals
5. Other events that cannot be handled outside the school day

In emergencies, extra days of personal business leave may be granted without pay or with pay deductions for substitutes depending upon the circumstances and advance approval of the Superintendent or his designee.

Unused personal business leave days shall be counted as credit toward the maximum accumulated sick leave.

E. RELIGIOUS LEAVE

A teacher may in a single school term, utilize his/her personal leave pursuant to the preceding section for observance of a recognized religious holiday, provided all three such holidays reasonably require non-attendance at school.

F. SICK LEAVE

At the start of each school year, the Board shall provide each teacher with sick leave days as follows:

At the beginning of year:	Annual Sick Leave Allocation
1	12 Days
5	13 Days
10	15 Days
15	18 Days
20+	20 Days

For purposes of this provision, the term “immediate family” shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians. The term “household” shall mean individuals with whom the teacher is cohabiting, including domestic partners.

Unused sick leave shall accumulate to 340 days.

In the event a teacher is the victim of a battery occurring in the course of District employment, causing the teacher to be unable to perform his/her duties, the teacher will receive full pay for the period of the disability or 30 workdays, whichever is less. In the event the period of disability exceeds the 30 workdays noted above, the teacher may apply for Worker's Compensation benefits. In such event, the teacher will have the following options:

1. Receive Worker's Compensation payments in the amount of 66 2/3% of salary with no concurrent deduction in sick leave; or
2. Tender the Worker's Compensation payment to the District and continue to receive full salary payment. In this instance, the District will deduct sick leave in 1/3 of a day increments in order to justify continuation of full salary payment.

Additionally, in the case of a work-related battery, the teacher will be assisted by the District in filing the law enforcement reports required under Section 10-21.7 of the Illinois School Code and:

1. A teacher who has been physically assaulted in connection with the performance of his/her duties shall notify his/her appropriate supervisor immediately.
2. The teacher will furnish a signed statement on forms provided by the Board to justify the use of assault leave.
3. The teacher will also, if medical attention is required, furnish a certificate from a licensed physician stating the nature of the disability and its estimated duration before assault leave can be approved for payment.
4. It is expected that court action will result, and said teacher shall be granted leave of his/her professional duties as required for prosecution and a qualified substitute provided without loss of pay and no deductions will be made from any leave provision.

G. SICK LEAVE - EXTENDED

An extended sick leave provision exists for those district licensed staff members who incur an illness of at least 5 consecutive working days after their total allotted cumulative sick leave has been exhausted (sick leave as defined by Board policy).

Rules Governing Extended Sick Leave

1. At the sole discretion of the Board of Education, each licensed staff member may be granted a total of two times the amount of his/her accumulated sick leave at the beginning of the current school year. The extended sick leave provided under this Agreement shall not carry over from one school year to the next school year.

2. For each day of approved extended sick leave,, the cost of the substitute teacher will be deducted from the daily salary of the eligible licensed staff member. This deduction shall not exceed 50% of the daily salary of that eligible licensed staff member.
3. A doctor's written verification of illness is required. The Board of Education may require confirming verification from a physician selected by the employee from a board-approved list, the cost of which shall be borne by the Board of Education.
4. The request for extended sick leave must be submitted to the Superintendent for recommendation to the Board of Education. Upon approval by the Board of Education, the extended sick leave provision will become retroactive to the first day following the exhaustion of the total allotted cumulative sick leave. (Recurrence of the extended leave illness within thirty (30) days following return to work will not require another Board of Education approval or five (5) day waiting period. Approval in this case will be made by the Superintendent or designee.)
5. Following the submittal of a written release of information by the requesting Teacher and prior to the recommendation being taken to the Board of Education, the Superintendent will provide to the Association Presidents(s) the criteria (s)he is using for recommendation for approval or denial of the extended sick leave request.

H. PARENTAL LEAVE

1. Eligibility, Frequency and Duration

Any tenured teacher who meets the eligibility criteria for this leave may request and will be granted an unpaid parental leave related to the birth or adoption of a child. This leave is available for the balance of a school year in which it is granted and one (1) additional year. At least one (1) full year of active teaching service must occur between parental leaves.

Non-tenured teachers may be granted parental leave, beyond FMLA, at the discretion of the Board.

2. Notice, Approval and Return

Request for Parental Leave shall generally be made to the Superintendent at least thirty (30) days prior to the onset of the leave. This requirement may be waived by the Board under unusual circumstances. The Board will approve/disapprove(for non-tenured teachers) the request at the next monthly business meeting after receipt of the request.

On or before March 15 of the year the leave is in effect, the teacher shall give written notice of intent to return. Notice shall be sent to the Superintendent. Failure to advise the Superintendent by said date of the intent to return as required

herein shall be conclusively treated as an election not to return to employment and as an absolute resignation from the District, and no action shall lie against the Board, therefore.

Upon return to employment, the teacher will generally be reassigned to the position which he/she left, but reassignment may be necessary as determined by the Administration. The teacher will be notified by July 1 of the assigned position.

3. Conditions of Parental Leaves

Parental Leaves are granted without pay or benefits. Teachers may, however, have the option to maintain insurance benefits at their expense, depending upon the conditions of their plan.

Teaching experience credit for a partial year of leave is determined in accordance with Article VII, Section C.2.c.(2) of this Agreement.

Teachers may not be employed or take coursework during a period of Parental Leave unless approved in advance by the Board. Teachers should contact the District office under such circumstances. Course work may not be taken without Board approval even if the course had been previously approved by Administration. Failure to adhere to these conditions may result in the termination of the leave of absence.

I. LEAVE INFORMATION

Information concerning FMLA is available on the District's website in Board Policy 5:185. Information concerning the use of Sick Leave, Parental Leave and FMLA, in cases of pregnancy and adoption, is also available on the District's website, in the form of "Frequently Asked Questions".

ARTICLE VII - COMPENSATION

A. SALARY

1. For the 2022-23 school year each teacher shall receive the greater of \$4,000 or 5% more than the 2021-22 salary. For the 2023-2024 school year, teachers shall be paid their prior year salary increased by the applicable CPI plus 0.50%, but not less than 3.0% nor more than 5.0%. For the 2024-2025 and 2025-26 school years, teachers shall be paid their prior year salary increased by the applicable CPI plus 0.50%, but not less than 4.0% nor more than 5.0%.

The parties agree that references to “CPI” in this Agreement shall mean the year-over-year percentage increase in the Consumer Price Index cost-of-living for the month of December, or such other limit established by the Property Tax Extension Limitation Law of Illinois for the District’s real estate tax levy. The December 2020 CPI of 1.4% shall apply to the 2022-23 contract year; and following years shall continue in order.

This Agreement shall remain in effect through until 11:59 p.m. on the day prior to the first teacher employment day of the 2027-28 school year. However, the parties agree to re-open negotiations for salary, only, for the 2026-27 school year. In the event agreement is not reached for 2026-27 salary, this Agreement will terminate at 11:59 p.m. on the first teacher employment day of the 2026-27 school year.

2. Newly-hired teachers receiving neither credit for prior teaching experience nor recognition for educational achievement beyond a Bachelor’s degree will receive an additional \$2000.00. This amount will also compensate such teachers for the additional work day(s) required under Article III, Section A. All other newly-hired teachers will be compensated for the additional work day(s) at the then-current instructional hourly rate.

B. INSURANCE

Insurance coverages, excluding life insurance, shall be for a 12-month period, beginning in September and ending in August. This coverage period also applies to teachers resigning their employment at the end of school term or those non-renewed by the Board of Education, but not to retirees whose coverage ends at the end of the retirement month, typically June 30.

Insurance coverage shall be provided to Teachers who are employed for a minimum of thirty hours per week and are active on the District’s payroll, are utilizing paid accumulated sick leave, or are using leave provided by the Family and Medical Leave Act (FMLA).

Coverage shall also be available as required by The Consolidated Omnibus Budget Reconciliation Act (COBRA).

1. The Board of Education and Teachers shall contribute towards the premium for group hospitalization, major medical, and life insurance in effect during this Agreement accordance with this Section.
2. For hospitalization and major medical insurance, the Board and Teachers’ share of the premium shall be as follows.
 - a. The Board shall contribute as follows and the Teachers shall pay the balance of the premium:

<i>Plan</i>	<i>Board Share for Single</i>	<i>Board Share For Single + Children, Single + Spouse, & Family</i>
HMO/BA legacy plan	85%	74% in 2022-2023 81% in following years
Other plans	Same \$ amount as HMO/BA	Same \$ amount as HMO/BA

The Board shares for 2022-2023 have been adjusted in accordance with Paragraph 3 below and will be 81.5% and 71% respectively.

- b. For the years 2022-23 and 2023-24, the Board shall determine the excess teacher premium as defined below. For 2022-23, the Board shall pay the excess teacher premium as a stipend; the stipend shall not be for services rendered, shall be paid each pay period if practicable, and is subject to applicable tax withholding statutes. For 2023-24, the Board shall increase its contribution amount in paragraph 2.a. by the excess teacher premium.

The excess teacher premium in 2022-23 will be the increase above \$400, if any, of a teacher’s share of the premium for the year beginning July 1, 2022, compared to the prior year teacher’s share for the same plan and coverage. For a teacher who selects a less-expensive coverage or plan than the prior year, or who had no coverage in the prior year, the excess shall be zero.

The excess teacher premium in 2023-24 shall be calculated the same way except that “\$600” and “2023” will be substituted for “\$400” and “2022”, respectively.

3. For each year, if the increase in total health insurance premium (combining Board and Teachers’ shares, and including the effects of migration among plans or enrollment of new hires, but excluding the effects of changes in the number of eligible staff) is more than 6%, the Board and Teachers shares shall be adjusted as

stated in the Insurance Protocol such that the increase greater than 6% is shared 30% by the Board and 70% by Teachers.

The specific allocation of an increase greater than 6% between the plans and among participant categories for each plan shall be determined jointly by the Administration and the Association based upon the recommendation of the District Insurance Committee following the Insurance Protocol, as soon as possible after plan costs are known. The new premium structure shall be applied effective July 1st. New employees shall contribute, when hired, based upon the established premium structure.

4. The District Insurance Committee will consist of a number of representatives from the Board, the Association, Administrators and non-represented employees as are agreed-upon by all concerned. The Committee shall review insurance cost data, claims history, cost projections and other information necessary to evaluate options for controlling insurance expenses and options related to the premiums allocated between plans and among participant categories. The Committee shall not have the authority to alter benefit or premium levels, but shall report findings and recommendations to the Board, the Association and other constituent groups.
5. The group term life insurance included in the District's medical insurance plan shall provide a death benefit of \$75,000.00. Teachers are responsible for income taxes on this benefit.
6. The Board of Education shall contribute towards the premium for those individuals electing single coverage dental insurance the following amount per month: \$19.50. If additional family coverage is available and elected, the cost shall be the obligation of the employee.
7. Each qualified employee may enter into a salary reduction agreement with the School District on or before July 1 which is the beginning of the insurance plan year. Also, each qualified employee may upon employment enter into a salary reduction agreement to be effective until the beginning of the next insurance plan year. At this time, a teacher may elect either to have a designated portion of their salary paid as salary, or to have such sum paid as insurance premiums, said designated sum being only that portion of insurance premiums which would not otherwise be paid by the Board according to the above-stated terms of this Section of the Agreement pertaining to the Board's obligation to pay premium for group hospitalization, major medical and life insurance in effect as of the date of the Agreement. In making said election, the teacher shall specify the dollar amount(s) of such designated sum to be used for each category of health or life insurance benefit provided for in this Section of the Agreement. Said election shall be binding on the teacher making such election and any portion of such designated sum which is not utilized shall be forfeited.

8. There will be no further Board of Education contribution to Health insurance once there has been an exhaustion of both accumulated sick leave and leave provided by the Family and Medical Leave Act. This termination of coverage shall commence the first full month following the leave exhaustion.

C. SALARY MOVEMENT

Definition: Following are two distinct areas of salary movement. Horizontal progression refers to increments earned through graduate study. Vertical progression refers to years of experience.

1. Horizontal Progression

Horizontal progression is achieved only through the earning of graduate credit in administratively approved courses. The approval of coursework is described in Section D. Experience other than graduate work is not acceptable for this advancement.

Horizontal Progression shall be adjusted on an annual basis. Such progression as a result of additional training shall be certified to the Superintendent (or designee) by or before September 1st. A grade report or statement from the instructor may be used for temporary approval, but an official transcript must be submitted for verification.

In order for a graduate course to be eligible for movement beyond a degree, the start date for the course must be subsequent to the completion date of the earned degree. Dates on transcripts will be used for verification. This credit is to be in a teaching field related to the assignment of the teacher or for a new field of study in education, and must be approved in advance by the Administration on the appropriate form.

For semester hours of graduate credit earned, a teacher will receive an additional percentage increase in pay. This additional percentage is applied after application of the increase in Paragraph VII.A.1. The amount of the increase shall be as follows:

BA+15	MA or BA+36	MA+15	MA+30	MA+45	MA+60
3.25%	9.65%	3.25%	3.25%	3.25%	3.25%

2. Vertical Progression

- a. Vertical progression is realized by added years of experience in teaching, provided the teacher's certificate is valid and active according to the recertification requirements by the Illinois State Board of Education.
A teacher who does not maintain a valid and active certificate as

determined by the State Board of Education and/or Regional Superintendent of Schools is not allowed to teach by Illinois School Code. It is the teacher’s responsibility to complete all requirements on time in order to maintain a valid and active certificate.

b. According to Illinois School Code, a teacher must maintain a valid and active certificate approved by ISBE, to teach. Professional growth is an on-going requirement of recertification in the State of Illinois. District 2 believes that a teacher who maintains a valid and active certificate, along with in-District staff development opportunities, will be experiencing effective professional growth.

c. Teaching Experience Credit

(1) Credit allowance for prior teacher experience shall be given as follows: Credit experience out of the district will be permitted up to ten (10) years, with one year credit given for each year of acceptable prior teaching experience.

(2) One hundred and twenty teaching days taught in this system shall constitute a year of experience. A teacher earning a year of experience shall receive the full percentage increase in Paragraph VII.A.1. Sixty days to 119 days taught in this system shall be counted as one-half year of experience. A teacher earning one-half year of experience shall receive one-half the percentage increase. For less than 60 days of teaching in this district, no added increment shall be received. Such experience shall be determined at the end of a school year to take effect the following school year.

(3) A maximum of two (2) years of military credit shall be allowed when a tenure licensed staff member enters active military service. This shall permit the authorization of an automatic leave of absence.

(4) Teachers in their first year with the district and receiving no credit for prior teaching experience shall be paid as follows:

In 2022-2023:

BA	BA+15	MA or BA+36	MA+15	MA+30	MA+45	MA+60
53,000	54,723	60,004	61,954	63,968	66,047	68,194

In years after 2022-23: 95% of the salary paid that year to a teacher with the same educational experience and one year of prior teaching experience.

- (5) Teachers in their first year with the district and receiving credit for prior teaching experience shall be paid the same salary as would apply to a teacher already working for the District with the same experience and educational achievement.

d. Teachers in a Remediation Period

The Board of Education will withhold during the remediation period, the vertical and horizontal salary increment of a licensed staff member who receives an unsatisfactory rating on his/her evaluation. If the staff member receives a satisfactory rating at the end of the remediation period, he/she will be reinstated by receiving the percentage increase in Paragraph VII.A.1 that applies to the year the reinstatement takes effect. The reinstatement (or percentage increase) will take effect at the beginning of the next school year.

3. All licensed staff members will be paid every other week on a regularly scheduled basis. In those months having three (3) pay periods, no deductions other than income tax and retirement will be withheld from the third paycheck.

D. TUITION REIMBURSEMENT AND LANE MOVEMENT

The standards for course approval for tuition reimbursement and for lane movement shall be the same. Course approval will be on a case by case basis. Course approval is limited to pre-approved graduate level courses which lead either to a new certificate or new endorsement or individual courses, tied to District and student needs as determined by the Administration with input from the Joint Committee on Coursework Approval and Tuition Reimbursement. The coursework must also be applicable to District 2 curriculum programs as follows:

- a. College approved master's program
- b. Certification in a subject area other than the present assignment
- c. Coursework related to the teacher's assigned teaching subject areas

A grade of "B" or higher must be received for either tuition reimbursement or lane movement.

The teacher shall outline his/her goals to be achieved from the course requested which shall be relevant for the teacher's evaluation in the professional growth area.

The Joint Committee shall comprise up to twelve (12) participants, as agreed to by the Association President(s) and the Superintendent or designee. The Committee shall meet as needed and be co-chaired by one Association representative on the committee and one representative of the Administration. The Committee's charge shall include the following:

- the research of courses and institution programs which align with identified District and student needs

- the recommendation to the Superintendent or designee for approval of courses and institution programs found to align
- the development and implementation of a plan for both verbal and written communication to the teaching staff of identified District/student needs and approved courses/programs, which shall include presentations at institute/professional development days and newsletters
- the creation of a Professional Development Guide, which shall include;
 - identification of District and student needs
 - approved courses, programs, and institutions
 - the processes for course/program approval and tuition reimbursement
 - participation information of faculty currently enrolled in approved courses and programs
- the review of coursework requests and recommendation to the Superintendent or designee for approval
- the collection and tracking of coursework/program approval and tuition reimbursement data

The Board of Education will contribute toward the tuition cost per teacher for approved courses. Reimbursement is limited to twelve (12) credit hours completed from July 1 to the following June 30. This limit may be waived by Superintendent or his designee. Online and video course work is subject to reimbursement only if the course work is from an institution approved by the Administration. A list will be available of such institutions.

This reimbursement shall be for up to 75% of the actual tuition costs incurred per annum. The pool for course work taken for each year of this Agreement will be as follows: 2022-23 - \$68,002, 2023-24 - \$71,402, and for following years, the prior year's amount increased by the greater of the applicable CPI or 2.5%. Any unused funds will be retained by the Board and will not be added to the subsequent year.

Should reimbursement requests exceed the amount allocated per year as stated above, the allotment for each pre-approved credit hour per teacher shall be adjusted on a pro-rated basis. Evidence of successful completion of coursework, a receipt for tuition cost, and receipt of transcript shall be required for reimbursement. The Human Resources department will confirm receipt of transcripts in writing. Reimbursement shall be made not later than November 30th for courses qualifying herein under which have been properly filed with the Superintendent or designee by November 10th. Only teachers actively employed on November 10th are eligible for reimbursement.

E. EXTRA DUTY ASSIGNMENTS

1. Extra duty assignments are divided into Professional Leadership, Instructional, Extracurricular, Supervision and Miscellaneous positions. Compensation for extra duty assignments shall be as provided in Appendix A. For lunch supervision, a teacher shall be compensated at the contractual rate for lunch duty.

Any teacher having a concern about a request by an administrator that the teacher accept an extra-duty assignment may bring the matter to the attention of the Association, which will discuss the issue with the administrator. Any continuing concerns will be addressed through the Welfare Committee.

At the request of the District or the Association, questions or conflicts concerning any other stipend matter will be addressed through a committee consisting of equal numbers of representatives from the District and the Association.

2. Each hourly stipend position will have an “hour” budget for the school year/season which, when applied at the hourly rate will result in a flat rate. These positions are not subject to timesheet. The “hour” budget is determined by the Principal, in consultation with teachers interested in stipend positions, after extracurricular hours are allocated by the Board for each school. The stipend contract shall state the number of hours.
3. The Board reserves the right to fill or not fill stipend positions and to determine the number of positions available for a particular activity. Stipend positions are generally voluntary. Stipend positions which are associated directly with a teacher position, however, are not voluntary (e.g. band, chorus), but must be accepted with the associated teaching position. The Board may employ a person outside the bargaining unit if no teacher is available for a position.
4. Stipends are generally paid over the entire school year, except for game/event stipends which are paid at the first payroll after Board approval.

F. PAYMENT TO TEACHERS' RETIREMENT

1. For the term of this Agreement, the Board shall pick up and pay 8% employee contribution on base salary payable to the Illinois Teachers' Retirement System.

The Board shall also pay the employee contributions required under Section 6.6 of the State Employees Group Insurance Act (T.H.I.S.). Such payments shall be made by the Board in addition to the base salary paid to each teacher. The salary determined in Section VII.A. reflects the teachers' base salaries plus Board-paid TRS contributions.

2. It is the intent of the parties by this Agreement to qualify these payments as employer payments under Section 414(h) of the Internal Revenue Code. The teachers have no right or claim to the fund so remitted except as they may subsequently become available upon retirement or resignation from the Illinois Teachers' Retirement System.
3. The balance of the amount due each teacher pursuant Section VII.A, less such TRS contributions shall be payable to the teacher as salary in installments as otherwise provided herein, provided the Board shall deduct therefrom all monies as required

by law or as authorized by the teacher pursuant to this Agreement, or as otherwise authorized by the Board.

4. No teacher shall have the option of choosing to receive the amounts contributed by the Board directly, and the assumption and payment of teacher's required contribution to the Illinois Teachers' Retirement System is a condition of employment made in order to secure the teachers' future service, knowledge and experience.
5. If the Internal Revenue Service or a court shall determine that such payments by the Board are not properly excludable from income, the Board shall resume withholding of all taxes.
6. The Association and each teacher will indemnify and hold harmless the Board of Education, its members, its agents, and its employees from any and all claims, demands, actions, complaints, suits or other liability by reasons of a faithful payment of contributions to the Illinois Teachers' Retirement System pursuant to the provisions of this Section. No claim, demand, action or suit shall assert liability of the Board and/or the Association shall be settled or compromised in any manner without the express written consent of both parties.

G. INTERNAL SUBSTITUTIONS

1. Teachers performing internal substitution will be compensated at the rate of \$40.00 per hour for such duty. Scheduling for internal substitution at the Middle School will follow guidelines jointly established by Middle School teachers and building administrators.
2. Teachers whose internal substitution duty causes them to miss common or team planning or grade level meetings are expected to consult with other teachers who attended such planning sessions or meetings and review matters discussed. Teacher leaders and building administration will monitor this expectation.
3. A teacher who is directed by administration to assume responsibility for students, numbering five or more who are not generally assigned to their class, will be compensated at the rate of \$40.00 per hour or portion thereof, unless the responsibility is caused by an Act of God or by an emergency which occurs after the start of the school day. Examples of an emergency would include a teacher becoming ill or injured after arriving for work, a building safety threat or lockdown situation, or other similarly unusual situations.

H. SICK LEAVE - UNUSED

1. Compensation at the rate of \$16.00 per day shall be payable upon retirement of any licensed staff member if he/she so requests, for sick leave accumulated but not used after said employee has served a minimum of ten (10) years in the district.

2. The eligible licensed staff member may request payment for all or any part of the unused sick leave at \$16.00 per day. In certain instances, it may be preferable for the staff member not to exercise this District 2 option but in lieu thereof to request additional days retirement credit from the Illinois Teachers' Retirement System. No days may be counted in both District 2 and the Illinois Teachers' Retirement System.
3. In the event a court of competent jurisdiction holds this clause illegal, the Bensenville Education Association shall hold the Board of Education and its individual members harmless from any and all damages that may be awarded, the costs of suit and attorneys' fees.
4. Compensation under this Section is available for teachers not electing retirement under Option 2 of Article VII, L of this Agreement.

I. VANDALISM TO AUTOMOBILE

Upon proper application in writing, the Board agrees to reimburse a teacher for vandalism upon his/her automobile properly parked in the school parking lot during the school day if such vandalism shall be committed by a student or visitor to the school. Such reimbursement shall be limited to the amount of the teacher's insurance deductible (if there be such deductible) or \$200.00, whichever shall be the lesser, provided such reimbursement shall also be limited in any event to the actual damage to the automobile and excluding any personal property contained therein, and provided further that such reimbursement shall not be made except in those circumstances where the teacher shall establish that it was impossible to carry or obtain insurance coverage which would protect against vandalism. Damage to an automobile caused as a direct result of a school activity shall be paid in full.

J. COMPENSATION FOR AUTOMOBILE USE

Reimbursement for required automobile usage shall be based upon current Internal Revenue Department mileage allowances for income tax purposes and shall be adjusted upward or downward twice yearly, on July 1 and January 1.

K. STATEMENT ON WITHHOLDING PROVISIONS

1. It is agreed that a teacher may authorize the business office to make deductions from the teacher's paycheck for:
 - a. membership dues for mutually agreed to and recognized professional organizations
 - b. stipulated amounts of money for deposit in mutually agreed to and approved tax sheltered annuity plans

- c. payroll savings plans, i.e., East DuPage Credit Union, U.S. Government Savings Bonds, etc.
 - d. premium payments for mutually agreed to and approved medical/surgical/life insurance plans
 - e. other deductions mutually agreed to by the teacher and the Board of Education.
- 2. Once the teacher has authorized deductions pursuant to the preceding section, such withholding(s) shall remain in force until the teacher removes his/her authorization. No more than two (2) changes in authorization shall be permitted during any single school year except for good cause shown.
 - 3. Deductions for existing plans shall be continued unless changes are requested by the teacher or business office and mutually accepted.

L. RETIREMENT

1. Eligibility

There shall be available for the duration of this Agreement a voluntary retirement program for tenured teachers who meet all of the following eligibility criteria:

- a. Completed at least ten (10) years of full-time teaching service in the employment of School District 2 at the time of retirement;
- b. For purposes of this Section, “full-time teaching” shall mean at least one hundred twenty (120) days of active service in a given school year in a position considered by the District to be a 1.0 FTE position;
- c. Participate in the retirement program of the Illinois Teachers Retirement System upon leaving the District; and
- d. Is considered by TRS to be fifty-five (55) years of age at the date of retirement.

A teacher electing this program may receive the post-retirement severance payments set forth below in a lump sum following the teacher's retirement and following the receipt of his or her final paycheck for regular earnings, or the teacher may elect to receive ½ of the severance payments at that time and the other ½ of the severance payments on the January 1 of the year following the year of retirement.

2. Procedures

Teachers wishing to retire under this program at the end of any school year of this Agreement must provide an irrevocable written notice to the Superintendent between March 1, 2023 and May 11, 2023. In any year, the Board may limit the number of retirees to five (5). Any such limitation shall be on the basis of seniority, as determined by the teacher seniority list published annually.

3. Retirement Benefit

An eligible teacher who submits the irrevocable written notice of retirement as set forth above shall have his or her salary increased by 6% in each of the remaining years of District employment in lieu of any other scheduled salary increase. The increases will be part of the teacher's regular pay and shall be paid equally as part of the employee's regular checks. However, the Board and the Association agree that the payment of this retirement incentive, together with any other increase in creditable earnings, will be adjusted as necessary such that the sum of all increases shall not result in more than a 6% increase over the teacher's previous year's TRS creditable earnings.

Once a teacher has submitted his/her intent to retire, the teacher is expected to continue to perform the extra duty assignments which are included in the overall creditable earnings on which the final years' increases are based, if such duties continue to be assigned by the District. If the teacher does not continue to perform such extra duty assignment, his/her salary will be reduced by the amount of the discontinued extra-duty assignment.

This incentive is provided in exchange for the teacher's election to retire under this program and not for any services the teacher has or will perform for the District.

4. Sick Leave

Eligible retirees shall be paid the sum of \$50.00 for each unused, accumulated sick leave day, to a maximum of 170 days, not used to establish additional TRS service credit. Such payment will be in a lump sum and will not be due, owing or payable until after the teacher has retired and after he or she received his or her final paycheck for regular earnings. This incentive is provided in exchange for the teacher's election to retire under this program and not for any services the teacher has or will perform for the District. This Section 4 shall be reopened for negotiations in the event that legislation further limits the accumulated sick leave subject to cash-in for current employees.

Should legislation be enacted during the term of the Agreement which revises the amount of sick leave which may be used by a teacher for retirement service credit, the Board may notify the Association of its intent to reopen negotiations for the

limited purpose of reaching a new agreement with respect to this Paragraph 4. If the benefit provided in this Paragraph 4 is reduced or eliminated by virtue of such reopened negotiations, any teacher having previously given notice of retirement may revoke that notice, provided that salary will be readjusted/repaid in accordance with Section L, Paragraph 5.

5. Revocation of Retirement Election

A teacher's notice of retirement under this program may not be revoked unless, between the time of the notice and the last day of employment, one of the following circumstances occurs:

- (a) the spouse of the teacher dies, or
- (b) if legislation is enacted which reduces the amount of a teacher's retirement annuity from that which was calculated at the time of the teacher's retirement notice.

If a teacher elects, under either of these circumstances, to continue teaching, the teacher shall repay all salary increases which the teacher received under this retirement program, less salary increases the teacher would have received absent the retirement notice. The teacher shall be placed on the salary schedule where he/she would have been. Notification of revocation must occur within 120 days after the onset of the eligible circumstance. The Board may also permit a teacher to revoke a retirement election if the revocation would avoid an employer contribution under ERO, or under other circumstances as the Board determines appropriate.

6. Duration of Program

The retirement program set forth in this Section is available for the life of the 2022-2027 Collective Bargaining Agreement. This program applies only to retirement dates at or after the end of the 2022-23 school term and no later than June 30, 2027.

M. RETIREEES INSURANCE

- 1. The Board of Education will contribute \$50.00 per month for the TRS major medical health coverage for a maximum of three years or attaining age 65, whichever occurs first, for those teachers electing the retirement program in Section L. between the ages of 55-65. Such payment will be in a lump sum and shall be due and payable as severance after the teacher's retirement and after the teacher's receipt of his/her final paycheck for regular earnings. This incentive is provided in exchange for the teacher's election to retire under that program and not for any services the teacher has or will perform for the District.

2. A teacher will be considered to be 55 years of age under this Section, if considered to be 55 at the time of retirement under TRS rules.

N. NATIONAL BOARD CERTIFICATION

The Board will reimburse a teacher for actual fees and costs, up to \$2,300.00, associated with the completion of National Board for Professional Teacher Standard (NBPTS) Certification. Such payments shall apply only to NBPTS certificate programs. Reimbursement will be reduced by any grant funds available. Eligible teachers shall be required to apply for available grants.

ARTICLE VIII - EFFECT AND DURATION OF AGREEMENT

- A. NO STRIKE CLAUSE. During the term of this Agreement, the Association will not authorize or engage in a strike.

- B. DURATION. This Agreement shall be effective at 12:00 a.m. on the first teacher employment day of the 2022-2023 school year, and shall continue in effect until 11:59 p.m. on the day prior to the first teacher employment day of the 2027-2028 school year, subject to Paragraph VII.A.1. and Section D., below.

- C. SEPARABILITY. If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, then such provision shall be deemed deleted from the Agreement and all other provisions of the Agreement shall continue in full force and effect to the extent that such are not inconsistent with the opinion of the court. The parties shall seek to negotiate the issue deemed contrary to law. If an agreement with respect to such matter is not reached, it shall become a part of negotiations in the next successor agreement.

- D. TERMINATION OF AGREEMENT BY BOARD OF EDUCATION (SUBSTANTIAL REVENUE/EXPENSE CHANGES). The Board of Education may, by written notice to the Association, elect to terminate this Agreement at the end of a contract year, if revenue reductions due to change(s) in the District's appropriations for evidence-based funding (formerly general state aid), for mandated categorical aid payments or for Federal grants, reduction or elimination (tax freeze) of property tax levy increases currently available to the District under Illinois law, and/or cost increases for the District in contributions to the Teachers' Retirement System (e.g. "cost shift"), will cumulatively exceed \$500,000 for the succeeding fiscal year.

The parties agree that, if the Board gives such notice, negotiations shall commence as soon as possible towards a successor agreement. The parties further agree that salary and benefits shall be continued as paid and provided in the prior contract year, during any contract "hiatus" between the termination of this Agreement and the ratification of a successor agreement.

- E. ENTIRE AGREEMENT

This document constitutes the entire Agreement between the parties. The terms and conditions of this Agreement can be modified by mutual agreement of the parties, committed to writing, and signed by the representatives of each party.

IN WITNESS WHEREOF:

Board of Education, Bensenville Elementary
School District No. 2

Bensenville Education Association

By: Chris Manduca, Ed.D.
President

By: William Wink
Co-President

By: Manisa Reppel
Secretary

By: Beth A. Morgan
Co-President

Date: 6-1-2022

Date: June 9, 2022

PROTOCOL FOR MEDICAL INSURANCE PREMIUMS
2022-2027 AGREEMENT

Key elements of Agreement:

- Payment shares for Board and BEA shall be determined in accordance with Section VII.B.
- Payment shares for 2023-24 and later years, shall then be adjusted as necessary under the following rules.
- The total insurance cost to the Board and BEA from each year provides a base from which to measure the size of future increases in total cost. For calculating the tentative change from one year to the next, increases or decreases in the number of BEA members eligible for participation (“headcount changes”) are not taken into account.
- The tentative annual insurance cost, aggregated for all plan types, and including the effects of migration among plans or enrollment of new hires (other than headcount changes), is to be calculated in dollars, and then divided between Board and BEA based on the premium sharing described in the next section.
- If the tentative increase in total insurance cost to the Board and BEA does not exceed 6% of the prior year’s total, then the premium shares remain as so shown or determined. If the tentative increase does exceed 6%, then the percentage shares for each type of coverage shall be redetermined by the Insurance Committee, such that the Board pays 30% and BEA 70% of the portion of the increase exceeding 6%.

The timeline shall be as follows:

1. **When available:** the District will share the proposed premium increases received from the EBC Cooperative for the various District plans.
2. **April 1:** the number of current BEA participants in each plan will be determined by the Business Office.
3. **Early April:** the Insurance Committee shall determine the tentative cost for the following year in dollars for the Board and for BEA, based on the headcount in each plan category and the premium structure in effect for that year. The Insurance Committee will determine whether or not to add a 1% cushion to the EBC increases in order to anticipate possible migration changes.
4. If the total health care cost increase is less than or equal to 6% of the prior year cost, then the Board and member premium shares will be as stated in the previous section. If the increase exceeds 6% of the prior year cost, then the Insurance Committee will adjust the premium sharing such that the Board bears 30%, and BEA 70%, of the increase over 6%.

5. The Insurance Committee may also recommend plan coverage changes that could reduce the increase, and it may take such changes into account in adjusting the percentages and in predicting whether costs will increase by more than 6%.
6. **May or June:** the tentative monthly employee rates will be shared during the open enrollment period to be conducted for approximately two weeks in May or June. These rates shall apply from the first July pay period.
7. **End of August:** the final costs shall be calculated based on actual enrollment and actual premiums in all plans, but again ignoring headcount changes. If positions are open, they shall be treated as enrolling at the same proportion as all BEA members, and at the same average cost. The Insurance Committee shall establish final employee rates consistent with paragraph 4. Final premium rates will be applied with the first payroll in September.
8. The above procedure will be followed for each year of the agreement.

Appendix A Extra Duty Assignments

Position	2022-23	Increase for each following year
PLC Coaches, Subject Area Coordinators, and similar, per full appointment	\$3,728	Same as Salary increase in VII.A.1.
Instructional or Professional Activities, per hour	\$40.00	
Extracurricular Activities, per hour	\$35.77	
Supervisory Activities, per hour	\$28.67	
Mentor, per full appointment	\$250	
Athletic Coordinator, per full appointment	\$7,850	
Other Professional Leadership, per hour	\$41.53	
Middle School Chaperones and Timers or Scorers for Basketball or for Volleyball, per event	\$43.00	
Middle School Lunch Supervision, per period (paid once each trimester)	\$31.50	
Additional Event, evening or ½-day	\$143.09	
Additional Event, full day	\$286.19	
Cross Country Home, per event	\$52.33	
Track & Field Home, per event	\$100.33	
Track & Field Away, per event	\$114.66	
Accompanist, per hour	\$66.47	