

MASTER CONTRACT  
between  
Bradley Elementary Education Association  
Local 4419, IEA – NEA  
and  
Board of Education  
Bradley Elementary School District No. 61  
Kankakee County, Illinois

2020-2021 through 2022-2023

# Bradley Elementary School District No. 61

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## ARTICLE I PREAMBLE

- 1.1 This Agreement, between the Board of Education of District No. 61, Kankakee County, Bradley, Illinois and the Bradley Elementary Education Association, IEA-NEA, incorporates a number of understandings which derive from the parties' mutual belief that each pupil is entitled to an education of the highest quality and that the parties, respectfully, have the public duty and professional responsibility to strive to further improve and enhance said principle.

## ARTICLE II RECOGNITION

- 2.1 The Board of Education of District No. 61 recognizes the Bradley Elementary Education Association, IEA-NEA, as the sole and exclusive collective bargaining agent for the regularly employed, contractual, full and part time teaching personnel of the district (employee). This representation is exclusive of the Superintendent of the district, principals, assistant principals, and any other administrative or supervisory personnel having the authority to hire, transfer, assign, promote, evaluate, discharge or discipline other employees of having the responsibility to make other recommendations thereon. Excluded also are substitute personnel.

## ARTICLE III NEGOTIATIONS PROCEDURES

- 3.1 The Board of Education agrees to participate in good faith in negotiations with the duly designated representative of the Bradley Elementary Education Association, IEA-NEA.
- 3.2 Both parties agree to abide by the provisions of the Illinois Educational Labor Relations Act.
- 3.3 Good faith is defined as a mutual responsibility of the Board and the Association to deal with each other openly and fairly with the intent to reach agreement on negotiable items.
- 3.4 The Board will appoint a committee, no member of which shall be a member of the recognized bargaining unit, to meet with the Association representative.
- 3.5 The Association will also appoint a committee to meet with the Board committee.
- 3.6 Both parties agree to confer and commence negotiations no later than March 1 of the school year in which this contract terminates, to propose, discuss and negotiate in good faith by and through each appointed committee. If agreement is not reached on all items by August 1, either party may declare to the other in writing that an impasse exists. If an impasse is so declared, the parties may by mutual agreement, submit the matter to federal mediation through the Federal Mediation and Conciliation Service.

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- 3.7 During negotiations, the agreed upon material shall be prepared for the Board and the Association and signed prior to the adjournment of the meeting at which agreement was reached.
- 3.8 When the Association and the Board reach tentative agreement on all matters being negotiated, they will be reduced to writing and submitted for consideration to the Board of Education and the Bradley Elementary Education Association for ratification.
- 3.9 It is the mutual responsibility of the Board and the Association to confer upon the respective representatives the necessary power and authority to make proposals, consider proposals and make counter proposals in the course of negotiations and to attempt to reach tentative agreement for consideration of the Board of Education and the Bradley Elementary Education Association, IEA-NEA, for ratification.

## ARTICLE IV ADMINISTRATION OF CONTRACT

- 4.1 Representatives of the Association and the Superintendent shall meet monthly to review the administration of the contract and to resolve any problems that may arise. These meetings are not intended to by-pass the grievance procedure. Should such a meeting result in a mutually acceptable amendment to the contract, the amendment shall be reduced to writing, ratified by the members of the Association and the Board of Education, signed and added to the contract.

## ARTICLE V GRIEVANCE PROCEDURES

### 5.1 DEFINITIONS

- A. Any claim by the Association or an employee that there has been a violation or misapplication of the terms of this Agreement, or a violation, misrepresentation, or misapplication of written Board of Education Policies which are applicable to the Association or employee shall be a grievance.
- B. All the time limits consist of school days. Except when a grievance is submitted fewer than ten (10) days before the close of the current school term, then time limits shall consist of all weekdays. In order to be considered, a grievance must be filed within twenty (20) days of the occurrence being grieved or within twenty (20) days having reasonable knowledge thereof.

5.2 PROCEDURES - When requested by the employee, an Association representative (BEEA member) may accompany the employee to assist in the resolution of the grievance. The parties hereto acknowledge that it is most desirable for an employee and the employee's immediate supervisor to resolve problems through free and informal communication. If, however, the informal process fails to satisfy the grievant, a grievance may be processed as follows.

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STEP 1: The grievant shall present the grievance in writing using the appropriate form to the immediately involved supervisor, who will arrange for a meeting to take place within four (4) days after the receipt of the grievance. The grievant and the immediately involved supervisor shall be present for the meeting, at the request of the grievant; an Association representative may be present. Within two (2) days of the meeting, the grievant shall be provided with the supervisor's written response, including reasons for the decision.

STEP 2: If the grievance is not resolved at Step 1, then the grievant may refer the grievance to the Superintendent or his official designee within six (6) days after the receipt of the Step 1 answer or within eight (8) days after the Step 1 meeting, whichever is later. The Superintendent shall arrange with the grievant and/or the Association representative for a meeting to take place within five (5) days of the Superintendent's receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary. Within four (4) days of the meeting, the grievant shall be provided with the Superintendent's written response, including reasons for the decision.

STEP 3: If the grievant is not satisfied with the grievance at Step 2, or the time limits expire without the issuance of the Superintendent's written reply, the grievance may be submitted to the Board of Education. The Board may hear the grievance to Step 4. In the event that the Board decides to hear the grievance, the President of the Board shall arrange for a meeting to take place with the grievant and/or Association representative within twenty (20) days of the receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to determine pertinent facts to the grievance. Upon conclusion of the hearing, the President of the Board shall have eight (8) days in which to provide the written decision of the Board with reasons to the grievant.

STEP 4: If the grievant is not satisfied with the disposition of the grievance at Step 3, or the time limits expire without issuance of the Board's written reply, or the Board chooses not to hear the grievance, the grievant and Association may submit the grievance to final and binding arbitration as provided in the ILLINOIS EDUCATIONAL LABOR RELATION ACT. If a demand for arbitration is not filed within thirty (30) days of the date for the Step 3 answer, then the grievance shall be deemed withdrawn. Neither the Board nor the Association shall be permitted to assert any grounds or evidence before the arbitrator, which was not previously disclosed to the other party. The arbitrator shall have no power to alter the terms of the Agreement.

### 5.2 BYPASS TO SUPERINTENDENT

If the grievant and the Superintendent agree, Step 1 of the grievance procedure may be bypassed and the grievance brought directly to Step 2.

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## 5.3 CLASS GRIEVANCE

A class grievance involving one or more employees or one or more supervisors, and grievances involving an administrator above the building level may initially be filed by the Association at Step 2.

## 5.4 ASSOCIATION PARTICIPATION

The Board acknowledges the right of the Association's grievance representative to participate in the processing of a grievance at any level at the request of the grievant, and no employee shall be required to discuss any grievance if the Association's representative is not present.

## 5.5 COOPERATION

The Board, administration and Association shall cooperate in the investigation of any grievance.

## 5.6 NO REPRISALS CLAUSE

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

## 5.7 RELEASED TIME

Should the Board or administration require investigation or processing of any grievance which in turn requires that an employee or an Association representative be released from their regular assignment, the employee or Association representative shall be released from their regular assignment without loss of pay or benefits. This does not apply to disciplinary suspensions.

## 5.8 FILING OF MATERIALS

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

## 5.9 GRIEVANCE WITHDRAWAL

A grievance may be withdrawn at any level without establishing precedence.

## ARTICLE VI ASSOCIATION RIGHTS

6.1 ASSOCIATION BUSINESS - Reasonable requests for access by Association representatives to work areas of professionals represented by the Association will be granted by the administration provided that no interference with the instructional program would be occasioned by the granting of such requests and provided all visitors notify the Superintendent's office of his/her designee before proceeding to their ultimate destinations. The Association may use

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faculty mailboxes for a reasonable volume of appropriate announcements relating to the conduct of the negotiating agent or business of the negotiating committee.

The Association may hold closed general membership business meetings on school district property provided such meetings in no way interfere with any aspect of the instructional program. The time and place for such meetings to be approved by the Superintendent and also provided that such meetings entail no additional maintenance or custodial expense to the district.

The Association may hold closed building membership meetings for respective building members and Association officers and representatives on school district property provided such meetings in no way interfere with any aspect of the instructional program. The time and place for such meetings to be approved by the respective building principal or the Superintendent and also provided that such meetings entail no additional maintenance or custodial expense to the district. Emergency meetings in addition to the aforementioned may in like manner be held on school district property during negotiation periods, subject to the approval of the Superintendent. Approval for such meetings shall not be unreasonably withheld.

### 6.2 FAIR SHARE AGREEMENT

The parties agree that Article 6.2 is currently not in effect due to the U.S. Supreme Court decision in *Janus*. This Article shall remain unenforceable unless and until the *Janus* decision is reversed, and Fair Share becomes legal again in the public sector contracts.

Each employee, as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this agreement, whichever is later, shall join the Association or pay a fair share fee to the Association consisting of an amount equal to the dues uniformly required of members of the Association, including local, state and national dues.

- A. In the event that the employee does not pay his/her fair share directly to the Association by a certain date as established by the Association, the Board shall deduct the fair share from the wages of the non-member. The deductions may be made as are those members as provided for elsewhere in this agreement.
- B. Such fees shall be paid to the Association by the Board no later than ten (10) days following the deduction.
- C. If said non-member files a formal religious objection, the withheld amount shall be donated to a mutually agreed upon charity, as provided by IEA-NEA guidelines.
- D. In the event of any legal action against the employer brought in court of law or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
  - a. The employer gives immediate notice of such action in writing to the Association, and permits the Association intervention as a party if it so desires, and

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- b. The employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and appellate levels. The Association agrees that in any action so defended, it will indemnify and hold harmless the employer from any liability for damages and costs imposed by a final judgement of a court or administrative agency as a direct consequence of the employer's compliance with this Article. It is expressly understood that this save harmless provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by the Article.

6.3 ASSOCIATION DUES – Any employee may sign and deliver to the Board an authorization deduction form of annual BEEA, and IEA/NEA dues. The Association shall provide the District Bookkeeper, in writing, of the total amount of annual and monthly dues on or about August 31. Such written authorization shall continue in effect unless cancelled.

6.3.A. DUES DEDUCTION – The Board will deduct local dues from each paycheck on September 15 and 30. IEA-NEA dues will be deducted from each paycheck beginning on September 15 continuing through June 30, provided that deduction forms have been received no later than five days before.

6.3.B REMITTANCE – The Board shall remit at each pay period September 15 through June 30 to the Membership Chair of the Association the total amount of money deducted for the month. Such remittance will be accompanied by a listing of the names of teachers from whose salary the dues were deducted.

6.3.C. INDEMNIFICATION – The Association agrees to indemnify and hold the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Board for the purpose of complying with any of the provisions of this Article.

6.4 ASSOCIATION LEAVE – Should the Association send representatives to local, state or national conferences, these representatives shall be excused without loss of salary providing that the Association reimburse the district for the cost of the substitute(s). A written notice for leave shall be submitted to the Superintendent by the President of the Association at least two weeks prior to such leave. Such leave is subject to availability of qualified substitutes. No more than two representatives may be excused at once and a total of eight (8) school days may be used by the Association during a given school term.

6.5 DISTRICT CALENDAR – The Executive Committee of the Association shall meet with the Superintendent to comment on the proposed school calendar prior to the final action by the Board of Education.

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## 6.6 PERSONNEL FILE

Employees have the right to inspect their personnel files which are located at the District Office. Such inspection is subject to current Illinois law.

- A. Right to Review - Each teacher shall have the right, upon reasonable advance notice, to review the contents of his/her permanent personnel file. However, such review shall not be inconsistent with the performance of his/her duties or inconsistent with the performance of his/her duties or inconsistent with regular business hours. Such inspection shall take place only in the presence of an Administrator or administrative designee. The teacher may be accompanied at such review by a representative of the Association. Nothing shall be permanently removed from the personnel file except with the mutual consent of the teacher and of the Board. The teacher will be notified in advance of such removal of item(s) from his/her personnel file.
- B. Access to Personnel File – Access personnel files shall be limited to the teacher, to authorized administrative personnel, and authorized representatives of the Board. This does not preclude Board use of material from personnel files when the material is pertinent to any action taken or contemplated by the Board as determined by the Superintendent.
- C. INFORMATION to ASSOCIATION – Upon written request from the Association President or his/her designee, the Board shall make available to the Association information and reports which are prepared for public distribution. Nothing herein shall require the Board and/or the Administration to conduct any research and/or assemble special documents for the Association. In addition, the Board shall provide the Association President with on-line access and/or electronic copies of the tentative and the approved minutes of all Board meetings as soon as they are posted (except minutes of closed meetings which have not been cleared for public display). The Board also agrees to furnish the Association available information concerning the financial resources of the District.

## 6.7 EMPLOYEE DISCIPLINE

Discharge, demotion, or other involuntary change in the employment status of a certified employee shall be for just cause or for reasons as stated in the *Illinois School Code*. The Board reserves the right to issue Notices to Remedy and/or to dismiss or non-renew certified employees in accordance with the *Illinois School Code* and applicable law. The Board's decision to issue a Notice to Remedy, and/or to dismiss or non-renew certified employees shall not be subject to the arbitration provisions of the grievance procedure. However, whether the Board complied with applicable procedural requirements in connection with such decisions shall be subject to the grievance-arbitration procedure.

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## ARTICLE VII LEAVES

### 7.1 SICK LEAVE DAYS

Sick leave shall be used for personal illness, the illness of family, connection with the birth, adoption, or placement for adoption of a child as provided in Section 24-6 of the School Code (105 ILCS 5/24-6). Unused sick days shall accumulate up to 370 days.

Family is defined as including but not limited to: an employee's child, stepchild, spouse, domestic partner, siblings, parents, parent-in-law, grandchild, grandparent, stepparent, brother-in-law, sister-in-law, and a person under the employee's legal guardianship.

At the beginning of each school year, each employee shall be credited with sick leave as follows:

Years 1-17 = 12 days and Years 18 + = 15 days

Employees hired on or before the first day of the 2000-2001 school year shall be credited with sick leaves as follows:

First Year = 15 days; Years 2 – 15 = 10 days; Years 16 – 24 = 15 days and Years 25 + = 20 days

The Board shall calculate and maintain a record of the number of unused sick days each year beyond the above stated amount.

Temporary Disability - When illness would seem to eventually deplete the accumulated sick days, the employees should prepare such forms as needed to apply to T.R.S. for temporary/permanent disability three weeks prior to the use of the last sick day. Leave of absence from the school district should also be applied for at that time. These actions are to ensure disability benefits from T.R.S. to begin the day after the final sick day has been used. The approved leave will insure the employee of his/her position with the district during the duration of a temporary disability leave.

### 7.2 PERSONAL LEAVE DAYS

In addition to the sick leave, each employee shall be credited with three (3) days of personal leave. No more than two (2) personal leave days shall be used consecutively. If such personal days are not used during the school year, they may accumulate as sick leave days. Personal days are not accumulated.

- A. Three days may be taken without giving a reason.
- B. Personal leave days are used solely for personal matters that cannot reasonably be scheduled outside of the normal workday through no fault of the employee.
- C. Two days' notice is required when such leave is request in case of emergency.
- D. Request for personal leave days is to be made to the building principal.

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- E. Personal leave days cannot be taken just before or after a holiday except in the case of emergency. In case of an extraordinary situation, an exception could be made at the discretion of the Superintendent. Such exceptions would not necessarily set precedence.

### 7.3 PROFESSIONAL LEAVE DAYS

Each employee may submit a request to attend professional conferences, meetings, or workshops. At least one week's notice, in writing, shall be given by the employee. If approved by the Superintendent, day(s) will be taken with full pay and approved reimbursement for expenses incurred will be paid by the district.

### 7.4 BEREAVEMENT DAYS

Any employee who suffers the loss of family member by death is entitled to use bereavement days in order to meet family obligations without loss of pay. No employee will be allowed to use more than three (3) bereavement days per incidence for a death of a family member.

Family is defined as including but not limited to: an employee's child, stepchild, spouse, domestic partner, siblings, parents, parent-in-law, grandchild, grandparent, stepparent, brother-in-law, sister-in-law, and a person under the employee's legal guardianship. In the event of a death of the employee's grandparent-in-law, aunt, uncle, niece, or nephew, the employee shall be granted one (1) day off with pay.

If additional days are necessary to meet family obligations, the employee may use sick leave or personal leave days. These bereavement days will not be allowed to accumulate. No compensation will be given for unused bereavement days.

### 7.5 SABBATICAL LEAVE OF ABSENCE

Provided members apply, are qualified and approved by the Board. Sabbatical leaves shall be granted to employees in accordance with and subject to the provisions of Section 5/24-6.1 of the Illinois School Code.

### 7.6 FAMILY MEDICAL LEAVE ACT

Nothing herein shall be construed to preclude eligible teachers from exercising their rights under the Family Medical Leave Act consistent with the policies adopted by the Board. A minimum of a thirty (30) day written notice to the Superintendent is required before a foreseeable FMLA leave is to begin.

Family and Medical Leave is available in one or more of the following instances:

1. the birth and first-year care of a child, provided the leave is completed no later than twelve (12) months after the birth of the child;
2. the adoption or foster placement of a child, provided the leave is completed no later than twelve (12) months after the placement of the child;

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3. the serious health condition of a teacher's spouse, parent, or child; and
4. the teacher's own serious health condition that makes the teacher unable to perform the functions of the job.

The total FMLA leave cannot exceed twelve (12) weeks in any twelve (12) month period, as calculated under the rolling forward period measured from the date a teacher's first FMLA leave begins. The next twelve (12) month period for such teacher would begin the first time the FMLA leave is taken after completion of any previous twelve (12) month period.

Any teacher qualifying for FMLA leave will be required, when applicable, to concurrently use any accumulated sick leave. Any leave, whether paid or unpaid, taken for an FMLA qualifying reason, shall be deducted from a teacher's total FMLA leave.

### 7.7 Jury Service

Teachers who are required to serve on jury duty during the school year shall receive full salary during the period of such service and shall reimburse the District for all compensation received from the court other than expenses.

### 7.8 Military Leave

Military leave shall be granted for National Guard or Reserve duty or other active duty over which the teacher has no control. Salary and benefits shall be provided as accorded by law.

## ARTICLE VIII WORKING CONDITIONS

### 8.1 SCHOOL DAY

Employees shall maintain a 7.5-hour workday that includes a duty-free lunch period and preparation time as defined below:

1. LUNCH - Employees shall have a duty-free lunch period of no less than thirty minutes on days that school is in session.
2. Preparation time is defined as regularly scheduled time during the school day for the purpose of preparing for daily responsibilities including, but is not limited to, planning lessons, grading assignments and analyzing student data. Employees shall not be directly involved with teaching classes and supervisory assignments during preparation time.
  - a. For grades Pre-K through 5: preparation time shall consist of no less than 225 minutes per week for a normal five-day work week. On regular full school days, at least one block of preparation time shall be 30 minutes.

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- b. For grades 6 through 8: preparation time shall consist of no less than 225 minutes per week for a normal five-day work week. Employees shall receive planning time equal to a regular class period on days that school is in session.

3. Professional Learning Community (PLC) is defined as regularly scheduled common planning time with teaching personnel and/or administration for the purpose of discussing items including, but not limited to, discussing student data, professional literature, developing curriculum and assessments, or working collaboratively to improve their teaching skills and the academic performance of their students.

PLC meetings shall be scheduled for no more than thirty minutes.

4. Support Services Meetings - every effort will be made to not schedule Individualized Education Plan (IEP) and Problem-Solving Team (PST) meetings during preparation time and lunch periods.

Should a meeting conflict with an employee's preparation time or lunch time, the employee shall speak with the Director of Special Services for IEP meetings and building administration for PST meetings to resolve the conflict.

If the scheduling conflict cannot be avoided, a substitute will be provided to compensate for the employee's missed preparation time and/or lunch period.

5. Internal subbing – an employee shall be provided compensation, as stated in the extra-duty schedule, for surrendering his/her preparation period or lunch period to provide internal substitution services.

### 8.2 CLASS SIZE

Taking into account fiscal and physical constraints, the Administration will make every effort to provide the optimum student/teacher ratio in District No. 61 classrooms. The Administration will distribute students as evenly as possible between the appropriate grades/groups taking into account fiscal and physical constraints and giving consideration to students' abilities, subjects being taught and facilities available.

- A. If an employee believes their class size is inequitable, he or she shall have the right to:
  1. Present their concerns to their building principal;
  2. If not satisfied after discussing the issue with the principal, present their concerns to the Superintendent;
  3. If not satisfied after discussing the issue with the Superintendent, present their concerns to the Board of Education.

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- B. Classes containing students with major handicaps who require special equipment and instruction will be smaller than other classes of the same subject/grade or assistance will be provided in the instruction of such children.
- C. The district will form a committee of Association members and administration to set mutually agreed upon guidelines for special education caseloads/workloads. The committee will consist of Association representatives from all 3 buildings, as determined by the Association and administration. The committee will meet at least annually in the spring to review projections for the following school year. The committee's findings shall be presented to the Board.

### 8.3 LUNCHROOM DUTY

When it is necessary for an employee to have a lunchroom duty, such duty shall not interfere with the employee's duty-free lunch period or preparation period. The supervising employee's lunch period will not take place during scheduled instructional time in his/her classroom. The supervising employee will receive the support necessary to avoid taking instructional time from lunchroom discipline.

### 8.4 TRAVELING EMPLOYEES

Teachers are allowed to claim mileage reimbursement in the performance of their duties when personal automobiles are used. Mileage reimbursement shall be at the rate established by the Internal Revenue Service as of July 1 of the District's then-current fiscal year. Employees will fill out a monthly time sheet and turn in for reimbursement. For District Insurance purposes, each employee will submit a valid driver's license and valid automobile insurance card to the Superintendent's office at the beginning of the school year.

### 8.5 PROFESSIONAL DEVELOPMENT AND SCHOOL IMPROVEMENT

District professional development shall be planned by the School Improvement Leadership Teams (SILT). Each school will have a SILT team consisting of no more than six teachers, building administration, and directed by the District Curriculum Director/Coordinator. This team will review the Comprehensive Needs Assessment data and assist in planning district professional development.

- A. Professional development will be provided, for each school in the district, for the school year. Employee attendance at professional development sessions scheduled on weekends or during vacations shall be voluntary. Approved professional development expenses shall be paid by District No. 61. This does not prohibit the Board of Education or Administration from holding additional meetings or programs as needed.
- B. The School Improvement Plan (SIP) will help employees keep informed of current trends and developments in education. This plan is designed to present educational objectives for the district ensuring equitable outcomes for all students. Included, but not limited to,

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are professional development opportunities to improve academic gaps. The SILT team shall submit the School Improvement Plan to the Superintendent, with a copy provided to the BEEA, no later than the May school board meeting of the year prior to implementation.

### 8.6 VACANCIES

A vacancy is defined as an open position resulting from a transfer, resignation, retirement, building reorganization or death. The Board retains final discretion to determine if a vacancy needs to be filled.

When a vacancy occurs during the school year, the Superintendent shall post the position via email if said position needs to be filled.

All applicants from within the school district will be considered provided they make application within five school days of the posting date on the vacancy notice and they are certified for said position.

If an application from within the district is not selected, the applicant may request a conference with the building administration to discuss the non-selection of the applicant.

8.7 No BEEA, IEA-NEA views on matters relating to supervisor – employee, Board – employee, Board-administrator, employee -student, administration-student relationships will be discussed in the presence of students.

### 8.8 STAFF TRANSFERS

The Administration maintains the managerial right to assign staff and initiate transfers. The administration reserves the right to use discretion in the approval of transfers. Transfers will only be made when it is in the best interest of children and the district.

### 8.9 EVALUATION COMMITTEE/PERA COMMITTEE

The Board and Association shall establish an Evaluation Committee which shall consist of administrators appointed by the Superintendent and teachers appointed by the President of the BEEA. There will be an even number of people represented on both sides. Minutes of each meeting will be maintained by a member of the committee as appointed by the committee, with copies being posted to the evaluation committee. The evaluation plan will be consistent with PERA and SB7 and will be communicated with affected staff annually.

Both parties, District and BEEA, agree to work diligently to uphold all state requirements pursuant to teacher evaluation within the imposed time frame. The evaluation plan will be altered in accordance with statutory procedures recognizing respective rights and obligations of the Board of Education and the BEEA.

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## Article IX FRINGE BENEFITS

### 9.1 MEDICAL/HEALTH/LIFE and OTHER EXPENSE BENEFITS PLAN

The Board of Education shall maintain a District-wide Insurance Committee to monitor costs, investigate trends/options, and if necessary, make recommendations for changes, including recommendations regarding plan design and additional plans. The Association shall be allowed up to seven (7) members on the District-wide Committee as appointed by the President of the BEEA. The Committee shall meet as needed on dates agreed upon by the parties. The Board retains final discretion to approve any Committee recommendation.

The Board shall provide a Medical Expense Benefit Plan to provide hospital, surgical, major medical, dental and vision insurance for employees and their dependents and spouse who are unemployed or employed but not eligible for any other medical insurance coverage from any source other than the Board. If an employee's spouse is employed or eligible for other medical insurance, the spouse may enroll in the Board's plan as secondary insurance only. During the term of this agreement, the Board shall contribute toward the premium cost of said insurance as follows:

2020 – 2021: Up to \$11,000

2021 – 2022: Up to \$11,000

2022 – 2023: Up to \$11,000

### FLEXIBLE SPENDING ACCOUNT

The Board shall establish and make available to the employees a flexible spending account (FSA) plan in accordance with the IRS Code for such plans.

In addition to the above, during the term of the Agreement, if an eligible employee enrolls in a high deductible plan with a Health Savings Account (HSA), the Board shall pay a one-time contribution into the employee's HSA in an amount equal to the difference between the highest cost plan and the HSA plan for the coverage tier in which the employee is enrolled. This benefit is understood to be applicable during the summer months for all school employees scheduled to return to work in the fall. This benefit shall also continue for the months of June, July, and August immediately following retirement for all employees who retire at the end of the school year.

The Board reserves the right to implement cost-containment measures including but not necessarily limited to the following: change insurance carriers, benefit levels, deductibles (except for those expressly set forth herein), coverage, or to self-insure as it deems appropriate as long as the new basic coverage and basic benefits are substantially similar to those which immediately pre-dated the Agreement. The Board further reserves the right to add additional plans as options for employees, including but not limited to a High Deductible plan with a Health Savings Account ("HSA").

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In the event implementing of state and federal laws causes any new taxes, fines or penalties against the District as a result of the plan the parties agree to reopen the contract solely on the issue of the insurance plan and to negotiate changes to the plan design in order to avoid such taxes, fines or penalties. If after good faith bargaining the parties are unable to reach agreement on plan changes that avoid such taxes, fines or penalties, then the Board reserves the right to make changes to the plan in the narrowest possible manner so as to avoid such taxes, fines or penalties.

### 9.2 LIFE INSURANCE

At no cost to the employee, the Board shall provide \$25,000 life insurance per employee plus accidental death and dismemberment coverage per employee subject to any restrictions set forth in the life insurance policy. The District will make electronically available, to each employee, a copy of the life insurance policy plus the accidental death and dismemberment coverage.

### 9.3 HOSPITALIZATION PLAN AFTER RETIREMENT

Employees retiring from District No. 61 will be allowed to continue with the District's Medical Expense Benefit Plan as long as they pay the required monthly premium and meet the conditions in the Medical Expense Benefit Plan. This plan will stay under COBRA guidelines for 18 months.

### 9.4 WELLNESS BENEFIT

The Board shall provide a fiscal year (July 1 to June 30) wellness benefit to each eligible employee. Upon receipt of proof of payment, each employee shall be eligible for up to \$150 each school year as reimbursement for participation in approved wellness activities, including YMCA, YWCA, health clubs, smoking cessation, or other health related activities approved by the Superintendent.

### 9.5 CONTINUING EDUCATION BENEFIT

- a. The Board shall reimburse employees for tuition paid advanced (masters and above) college level courses at a rate up to \$150 per semester hour or \$99 per quarter hour, with a maximum of \$900 per school year. In the event a demonstrable need for a bachelor's level course is established and is approved by the Superintendent, the employee shall receive reimbursement in the amount(s) above for that approved course;
- b. Reimbursement for tuition shall be received only if the credits are in the current specific teaching field, a teaching field requested by the District, or required credits in a master's program, certification endorsement, Certificate of Advanced Study (CAS), and/or doctorate (EdD. /PhD) and if prior approval of the Superintendent or his/her designee has been granted;
- c. If an employee has moved horizontally on the salary schedule as a result of this tuition reimbursement in full or in part and the employee leaves the employ of the District with in one (1) year of receiving reimbursement, the employee shall repay the reimbursement to the District for the year prior to departure, except that the Superintendent or his/her

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designee shall retain the privilege of waiving this requirement when extenuating circumstances exist, without setting precedence;

- d. Reimbursement shall be made to the employee within thirty (30) calendar days of the date that the District receives a copy of the paid receipt and an official transcript indicating the credit hours have been successfully complete; and
- e. Reimbursement shall only be made if the employee receives a grade of “A” or “B” (B minus (B-)) shall be considered a B for this purpose) on the official transcript.

## ARTICLE X SALARY

### 10.1 Salary Schedules

During the term of this Agreement, the Board shall pay its employees in accordance with the attached Salary Schedule. Percent increase calculated with TRS contributions as required by law.

2020 – 2021: 3.5% increase  
2021 – 2022: 3.5% increase  
2022 – 2023: 4.0% increase

Effective 2020-2021: Employees that were in column BS9 will receive the same percentage increase specified above and move to column BS18 upon attaining the necessary credits.

10.2 Advancement from column to column on the salary schedule is not dependent upon enrollment in a degree program. Courses for advancement must have prior approval of the Superintendent. Bachelor’s level courses that have been approved by the Superintendent shall count toward horizontal movement during their career at the District.

10.3 EMPLOYEE RETIREMENT CONTRIBUTIONS – The Board shall pay, in addition to each employee’s salary, the employee’s contribution to the Illinois Teachers’ Retirement System up to a maximum of 9.0% excluding the contributions to the Teachers’ Health Insurance System (THIS) Fund.

10.4 PAYCHECKS – The Board of Education agrees to pay each employee’s salary in 20 or 24 payments due and payable on the 15<sup>th</sup> day and the last working day of each month. Should these dates fall on weekends these payments will be made on the last school day prior to these dates.

Employees shall have the option of using direct deposit. Employees must elect in writing, before the first teacher workday, the 20 pay or 24 pay schedule. Employees who fail to elect a pay schedule will automatically be placed on the 20 pay schedule.

### 10.5 EXTRACURRICULAR ACTIVITIES

An extra duty is defined as an activity that extends the student school experience outside of the school day. Employees shall have the opportunity to be interviewed for open positions

Extra duties shall only be performed before or after contracted school hours.

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### A. EXTRA DUTY SCHEDULE

During the term of this agreement, the Board shall pay employees of the Association in accordance with the attached Extra Duty Schedule based on a 2% increase between longevity periods. Percent increase calculated with TRS contribution as required by law.

Longevity is determined by years served in that position within the school district. Sports longevity is determined by years served in the sport and district. The Board shall calculate and maintain a record of the number of years an employee is in a position on the Extra Duty Schedule.

Any extra duties that include stipends or new proposals to the extra duty schedule that include stipends shall be bargained with the Association and approved by the Board and Superintendent.

### B. TIME SHEETS

Employees performing extra duties shall turn in time-sheets during the timeline of the extra duty being performed. During the term of this agreement, electronic copies of the time sheets will be stored at the district office and made available to the Association and the Board, upon request.

### C. COACHS MANUAL/EVALUATION TOOL

The coach's manual and coach's evaluation tool shall be completed in a collaborative manner with consultation and input from the Association. This contract shall control over any conflicting terms in the manual.

### D. OPEN POSITIONS

1. Association members shall be given the first opportunity for open positions on the Extra Duty Schedule. If an open position cannot be filled with an association member, then that position shall be available to non-association members.
2. Association members shall be given the first opportunity to sign up for extra duties at sporting events. These employees at Central will have the first opportunity to sign up. During even numbered years, these employees at West shall have the second opportunity to sign up followed by East. In odd numbered years, these employees at East shall have second opportunity to sign up followed by West.

## 10.6 RETIREMENT – LIMITATION OF EARNINGS

This provision shall only apply to employees eligible to retire and qualified for a retirement annuity under TRS rules and regulations and to any employee that is within four years of becoming eligible to retire and qualified for a retirement annuity under TRS rules and regulations, and in either case, regardless of whether the employee is actually retiring or

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submitting a notice of retirement. For purposes of convenience and this provision only, such employees shall be referred to as “Eligible Employees”.

The current TRS rules and regulations provide that a teacher is eligible to retire and receive a retirement annuity if the following years of service and age criteria are met:

Years of Service	Age
5	62
10	60
20	55 (discounted)
35	55 (non-discounted)

The parties agree that any TRS creditable compensation and/or benefit increases, whether under this contract or otherwise, shall not exceed the maximum amount which results in an employee’s retirement annuity being fully funded by the Illinois Teacher Retirement System, without Board liability for any portion of the retirement annuity. This means that an Eligible Employee’s TRS creditable earnings (including but not limited to vertical and horizontal salary schedule movement, stipends, salary increases and retirement incentives), whether under the contract or otherwise, shall not increase from one school year to the next by more than 6% or otherwise be increased so as to create Board liability for any portion of the retirement annuity or result in any Board-paid penalty to TRS. In no event will the compensation and/or benefit increases exceed the threshold amount which triggers any obligation for the Board to pay additional amounts (in the form of a one-time payment or payments over time) to cover all or part of an employee’s retirement annuity or cover any Board-paid penalty to TRS. Notwithstanding any contrary or other provision of this contract, including but not limited to any salary schedules, in the event an Eligible Employee’s TRS creditable earnings would increase by more than 6% in any given year of this contract, that employee shall only receive the maximum increase allowed under this provision.

Annually, by no later than February 1, the Board will provide to the Association a list of all Eligible Employees. The Board and the Association shall jointly confirm the accuracy of such list.

Notwithstanding the above, an Eligible Employee may receive increases in creditable earnings greater than six percent (6%) contingent upon and in consideration of the following:

- a. The employee must otherwise be eligible under the Agreement for an increase in excess of six percent (6%) (e.g., the employee obtained additional credits resulting in horizontal movement on the salary schedule, or the employee began performing a new extra duty position not previously performed).
- b. The employee executes a written agreement (attached as Appendix A not to retire within four years of receiving the increase in excess of the six percent (6%) and re-executes such an agreement at the beginning of each school year in which the employee elects to opt out of the creditable earnings cap otherwise imposed by this Section.
- c. The employee shall repay the District any amounts received in excess of six percent (6%) if he/she does not adhere to the terms of the agreement not to retire (i.e., he/she retires within four years of receiving an increase greater than 6%),

and shall cooperate with the District in executing all necessary documents to reflect an adjustment in his/her creditable earnings for the year(s) in question. The employee acknowledges and agrees that the payment of any increase in excess of 6% is being made by the Board in reliance on and in consideration of the employee's agreement not to retire within four years of receiving such an increase and that, therefore, an adjustment in earnings is required if the employee does not retire within four years of receiving such an increase as it otherwise constitutes an unintentional overpayment to the employee.

- d. This provision is subject to compliance with TRS rules and regulations.

#### 10.7 REOPENER

The parties acknowledge the ongoing uncertainty with respect to the State of Illinois and school funding. Possible legislative changes that may impact the parties include revisions to the State Aid Formula, property tax freeze, and a cost shift from the State to local school districts of the normal cost of TRS pension contributions. The parties further acknowledge that any of the aforementioned legislative changes could be significantly and materially adverse to the District's finances. In the event of a legislative or regulatory change that results in significant changes to school funding, including revisions to the Evidence Based Funding (EBF), a property tax freeze, or a cost shift from State to local funding of TRS pension contributions, either party shall have the right to reopen this Agreement with respect to wages and District TRS contributions. All other terms and conditions of this Agreement shall remain in full force and effect. The party desiring to reopen this Agreement pursuant to this clause shall provide written notice to the other party of its desire to reopen the Agreement, and identify the items to be negotiated (as limited above), and the parties shall in good faith meet to negotiate with respect to the items so identified.

### ARTICLE XI EFFECT OF AGREEMENT

11.1 CHANGES IN AGREEMENT – The parties mutually agree that the terms and conditions set forth in this agreement represent the full and complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in an amendment hereto.

11.2 SAVING CLAUSE - In the event that any of the terms or provisions of this Agreement are declared invalid or unenforceable by any Court of competent jurisdiction or any Federal or State Government Agency having jurisdiction over the subject matter of this Agreement, the remaining terms and provisions that are not affected thereby shall remain in full force and effect.

11.3 LEGALITY – Should any article, section or clause of this agreement be declared illegal by a court of competent jurisdiction, said article, section or clause as the case may be, shall be automatically deleted from this agreement to the extent that it violated the law, but the remaining articles, sections and clauses shall remain in full force and effect for the duration of the agreement, if not affected by the deleted section, article or clause.

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11.4 NO STRIKE CLAUSE – The Association agrees that it will not, during the period of this agreement, directly or indirectly, engage in or assist in a strike unless the Board refuses to fully implement a grievance arbitration award issued in accordance with the agreement.

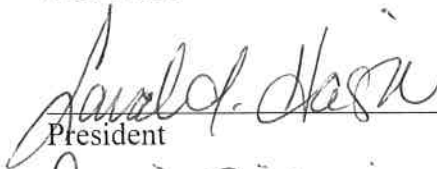
11.5 DURATION OF AGREEMENT – This agreement shall be effective upon its execution, and shall continue in effect until the first day of school for the year 2023 - 2024.

These agreements shall expire at such expiration dates unless extended for a specific period or periods by mutual written agreement of the parties or is replaced by a successor agreement.

This agreement signed and adopted on the 9<sup>th</sup> day of April 2020.

IN WITNESS THEREOF:

Bradley Elementary Education Association,  
IEA-NEA


  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

  
\_\_\_\_\_  
Negotiation Team Member

Bradley Board of Education District No. 61

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Negotiation Team Member