

**AGREEMENT BETWEEN**

**THE BUSHNELL-PRAIRIE CITY COMMUNITY UNIT SCHOOL  
DISTRICT #170  
BOARD OF EDUCATION**

**AND**

**THE BUSHNELL-PRAIRIE CITY EDUCATION ASSOCIATION**

**2017-2018**

**2018-2019**

**2019-2020**

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## **Article 1: Recognition**

1. The Bushnell-Prairie City Community Unit School District #170 Board of Education, hereinafter referred to as the "Board", hereby recognizes the Bushnell-Prairie City Education Association IEA/ NEA, hereinafter referred to as the "Association", as the exclusive and sole negotiating agent for all regularly employed, full-time and regularly scheduled part-time licensed teaching and other licensed non-administrative or non-managerial personnel except for substitute teachers and confidential employees. The Superintendent and Assistant Superintendents, Principals and Assistant Principals, and other Administrative, managerial, or supervisory personnel shall also be excluded.
2. The term teacher or employee, when used hereinafter, shall refer to those members of the bargaining unit as defined in Article 1, Section 1.
3. The Board agrees not to negotiate with any teacher organization other than the Association or with any individual teacher for the duration of this agreement with regard to items specifically contained herein.

## **Article 2: Negotiations Procedures**

1. All negotiating sessions shall be closed meetings.
2. Each negotiating team shall consist of not more than six (6) members. Neither party shall have any control over the selection of the negotiating team of the other party.
3. Negotiation sessions shall generally last two (2) hours, however, either party may adjourn a session at an earlier time and both parties may mutually agree to extend a session.
4. Negotiating sessions shall normally be held at the Board of Education conference room. The date and location of the next negotiating session shall be scheduled at the close of the current session.
5. All tentative agreements shall be reduced to writing and initialed at the meeting at which tentative agreement was reached. After tentative agreement has been reached on all items negotiated, the Agreement shall be submitted to the Association for ratification within two (2) weeks and subsequently to the Board of Education.
6. A. If agreement is not reached within forty-five (45) days of the start of school, either party may declare impasse at which time the Federal Mediation and Conciliation Service (FMCS) shall be contacted to assist in resolution of the impasse.

In the event a representative of the FMCS is not available within a reasonable amount of time agreed upon by the parties, the Illinois Educational Labor Relations Board shall be notified.

B. The mediator shall have the authority to confer separately or jointly with the parties, and shall take such other steps as he/she may deem appropriate in order to persuade the parties to resolve their differences and effect an agreement, provided that the mediator shall not, without the consent of both parties, make findings of fact or recommend terms or settlement.

7. The parties agree that their duly designated representatives shall negotiate in good faith. Good faith, for the purpose of this agreement, is defined as the willingness of both parties to meet, discuss the issues, and make proposals and counter proposals in an effort to reach an agreement. It does not imply acquiescence or concession to either party's demands either in whole or in part.
8. Both parties agree that it is their mutual responsibility to confer upon their respective representatives the necessary power and authority to make proposals, consider proposals, make counter proposals in the course of negotiations, and to reach tentative agreements.

### **Article 3: Grievance Procedure**

#### 1. Definitions

A. Any claim by the Association or a teacher that there has been an alleged violation, misinterpretation, or misapplication of the terms of this Agreement shall be a grievance.

B. All time limits shall consist of school days, except that when a grievance is submitted less than ten (10) days before the close of the current school term, time limits shall consist of all weekdays.

C. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the supervisor and having the grievance adjusted, provided the adjustment is not inconsistent with the terms of this Agreement.

#### 2. Procedure

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

grievance may be processed as follows:

- A. The grievant shall present the grievance in writing within ten (10) days of the occurrence of the event giving rise to the grievance, specifying the article and clause alleged to have been violated and stating the remedy sought, to the supervisor immediately involved. The supervisor shall provide a written answer to the grievance of the aggrieved teacher within ten (10) days after the receipt of the grievance.
- B. If the grievance is not resolved at Step A, the aggrieved may refer the grievance to the Superintendent or his official designee within ten (10) days of his receipt of the appeal. Within ten (10) days of the meeting, the grievant shall be provided with the Superintendent's written response.
- C. If the Association is not satisfied with the disposition of the grievance at Step B or the time limits expire without the issuance of the Superintendents written reply, the Association may submit the grievance to final and binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association (AAA), which shall act as the administrator of the proceedings. If a demand for arbitration is not filed within thirty (30) days of the date for the Step B answer then the grievance shall be deemed withdrawn.
  1. Neither the Board of Education nor the Association shall be permitted to assert any grounds or evidence before the arbitrator which has not previously been disclosed to the other party.
  2. The arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore or add to the provisions of this Agreement. His/her authority shall be strictly limited to deciding only the issues presented to him in writing by the School District and the Association, and his decision must be based only upon his interpretation of the meaning or application of the express relevant language of the Agreement.
  3. Each party shall bear the full costs for its representation in the grievance procedure.
  4. If either party requests a transcript of the proceedings, that party shall bear full costs for that transcript. If both parties order a transcript, the costs of the two transcripts shall be divided equally between the Board and the Association.
  5. Each party shall share equally the cost of the arbitrator and the AAA.

3.

- A. Failure of a teacher to act on any grievance within the prescribed time limits will bar any further appeal. An administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. Time limits shall be extended by mutual consent.
- B. Any investigation, handling, or processing of any grievance by the grievant shall be conducted so that instructional programs and related work activities or the grievance or the teaching staff are not interrupted.
- C. Step A of the grievance procedure may be bypassed and the grievance brought directly to Step B if mutually agreed upon by the teacher and the Superintendent.
- D. Class grievances involving one or more teachers or one or more supervisors and grievances involving an administrator above the building level may be initially filed by the Association at Step B.
- E. No reprisals shall be taken by the Board or the Administration against a teacher because of his participation in a grievance.
- F. A grievance may be written at any level without establishing precedent.

#### **Article 4: Compensation and Benefits**

1. Insurance

- A. During the 2017-2018, 2018-2019, 2019-2020 school years, the Board shall pay 100% of the total monthly premium (new dollar set, anniversary) for Individual Hospital and Major Medical Insurance.
- B. Employees are to be made aware of the options such as dental or vision insurance during the open enrollment time each school year. Premiums associated with insurance options such as dental or vision will be the responsibility of the employee.
- C. Retired teachers, age 55 with ten years of service to District 170, may continue hospital insurance at their own expense to age 65.
- D. The Board of Education shall pay the premium for each certified staff member for not less than \$5,000 of life insurance benefits. Greater amounts may be provided at the sole discretion of the Board.
- E. The Board shall not change insurance carriers or benefits without prior

notification, by letter, of the Association leadership. The Board retains the right to make any change following notification.

- F. Employees who decline participation in the Individual and/or Family Hospital and Major Medical Insurance coverage offered by the district, shall receive an additional \$1,500 per year as payment in lieu of the declined benefits.

## 2. Tuition Reimbursement

- A. Tuition reimbursement for approved college courses shall be \$200 per semester hour. The amount of reimbursement shall be the amount stated in 4.2 (A) at the time an employee takes a class.
- B. If a teacher earns a "tuition waiver" for supervising college/university students, the teacher will be reimbursed for out-of-pocket expenses the same as other teachers who have not earned a "tuition waiver", at a rate of \$200 per semester hour.

## 3. Travel Reimbursement

- A. Each Teacher required to travel between school buildings within Bushnell on a daily basis, shall be reimbursed on the following schedule:

- 1 trip ·\$50.00 per year
- 2 trips or more ·\$100.00 per year

- B. The Board shall pay the current IRS rate for mileage to any Teacher for vouchered reimbursable mileage expenses incurred by said Teacher while using said Teacher's personal vehicle for the conduct of Superintendent-approved business. Reimbursement shall be pursuant to the School District's policies, rules and regulations.
- C. Teachers serving as coaches whose coaching assignments, as a result of an athletic co-op agreement, occur in a district other than their primary teaching assignment shall be reimbursed for mileage incurred while traveling between districts as per 4.3 B for pre and post-season activities and/or events and meetings, given prior permission by administration.

## 4. Pay Day - Specified

- A. Paydays will be the 5th of each month. When this date falls on a weekend or a holiday, the payday will be the last school day prior to the weekend or holiday.

## 5. Hiring Schedule

- A. The 2017-2018, 2018-2019, 2019-2020-Hiring Schedules are found in Appendix A.
- B. All new teachers shall be placed on the hiring schedule by years of experience not to exceed the maximum allowable years per the hiring schedule.
- C. The Board of Education will pay 100% of the Teacher's required contribution to the Teacher's Retirement System (TRS) up to 11.4% of the Teacher's salary not including co-curricular pay.
- D. According to authority granted by the Pension Reform Act of 1974, Section 414(h) (2) of the Internal Revenue Code, the Board of Education agrees to forward to the Teacher Retirement System on behalf of each teacher, one hundred percent (100%) of the required contributions for each teacher, and will shelter said amount for tax purposes. Should any of the above be declared improper by an IRS ruling or opinion, that clause or portion thereof shall be deleted from this Agreement to the extent that it violates the ruling or opinion. Retirement benefits must be paid accurate to the penny.

## 6. Extracurricular and Duty Personnel Assignments

The pay scale for Extracurricular and Duty Personnel shall be as set forth in Appendix B.

## 7. Retirement Benefits

### Eligibility

To be eligible for any of the following Plans, an employee must meet the following requirements:

- 1. Be at least sixty (60) years of age by the last day of service in the District; or
- 2. Be at least fifty-five (55) years of age with thirty-five (35) years of creditable service as defined by the Illinois Teacher Retirement System by the last day of service in the District.

The District may require proof of eligibility.

### Definitions

For purposes of this Article, TRS creditable compensation (earnings) shall be defined by TRS Rules and include (but are not limited to):



Salary for regular contractual teaching duties  
Wages for substitute teaching  
Wages for homebound teaching or tutoring  
Earnings for extra duties performed that relate to teaching or supervision of students; and other assignments related to the academic program  
Earnings for summer school  
Bonuses  
Contributions to qualified plans eligible for tax-deferral under the Internal Revenue Code, Sections 401 (a), 403(b), and 457(b)  
Contributions to flexible benefit plans  
Salary or back wage payments resulting from contract buy-outs, labor litigation, and settlement agreements

### Retirement Plan

Upon delivery of an irrevocable letter of intent to retire to the Board of Education by March 1, the employee's TRS creditable earnings shall be increased by 6% over the previous year's earnings for the subsequent year, and for a period not to exceed 4 consecutive years.

Example: The employee's current TRS creditable earnings are \$40,000. The employee submits an irrevocable letter of intent to retire to the Board of Education prior to March 1. The employee's TRS creditable earnings will be \$42,400 ( $\$40,000 \times 1.06\%$ ) the following year, and an additional 6% (compounded) for every year thereafter, not to exceed a period of 4 consecutive years.

### Miscellaneous

Once an irrevocable letter of retirement is submitted, the employee will not be assigned any additional extra-duties or TRS reportable duties not currently being performed without the consent of the employee.

If after submitting an irrevocable letter of retirement, the employee resigns from or is removed for cause from duties for which the employee was compensated the previous year (i.e., Schedule B, extended contract and/or stipends), the employee's TRS creditable earnings will be adjusted accordingly.

Example: The employee's TRS creditable earnings are \$43,000.00, of which \$3,000 is compensation for coaching basketball. Under the employee's retirement plan he/she would be scheduled to receive \$45,580.00 TRS creditable earnings for the following school year (i.e.,

$\$43,000.00 \times 1.06 = \$45,580.00$ ). However, the employee resigns from his/her coaching position before the start of the following school year. The employee's TRS creditable earnings for the following school year will be  $\$42,400.00$  (i.e.,  $\$40,000.00 \times 1.06 = \$42,400.00$ ) rather than  $\$45,580.00$ .

In the event an employee has submitted his/her timely irrevocable letter of retirement but fails to meet the eligibility requirement because of illness or life changing circumstances, or resigns mid-year prior to the original date of intent to retire, the Board, in its sole discretion, may allow the employee to rescind his/her letter of retirement, provided the employee returns to the Board any TRS creditable earnings paid to the employee in excess of the amount the employee would otherwise have received under the salary schedule for such year(s) in which the creditable earnings were paid.

If legislation is enacted and/or administrative rules are adopted during the life of this agreement that result in a greater cost to the District than the costs generated by this agreement, including any legislation that could potentially shift all or part of the state's "on-behalf" pension payments to the local school district, the parties agree to reopen this provision of the contract for purposes of bargaining the impact of the change.

8. Teachers who have been non-renewed, have been terminated as a result of a reduction in force by the Board of Education or who resign from employment in the district will receive health insurance coverage through August 31 of the employment year.

#### **Article 5: Provisions for Part-time Teachers**

1. The benefits of regularly employed part-time teachers shall be consistent with their fractional employment status; except that part-time teachers employed 50% or more but less than 75% time shall have one-half of their insurance benefits paid.
2. Part-time teachers, who are members of the bargaining unit, as specified in 1.1, shall be paid on a pro-rata basis. The pro-rata amount shall be computed by comparing the part-time teacher's teaching assignments to the teaching assignment of a full-time teacher having a similar position. This pro-rated amount shall then be applied to the appropriate salary amount based upon their initial placement on the hiring schedule as described in 4.5 B.

Example using above method of computation:

Teacher with B.S., 0 years of experience, and 50% employee status would receive, if

the base were ...

$\$32,352 \times .50 = \$16,176.00$  (gross annual salary schedule amount for equivalent full-time teacher with 0 years experience; 50% pro-rate employment status = teacher's gross annual salary)

3. Any licensed employee who is reduced from a full-time position to a part-time position as a result of a reduction in force will continue to receive the negotiated pay increases for each year of service thereafter. The part-time teacher shall be paid the amount of his/her corresponding full time salary multiplied by his/her fractionalized status.

### **Article 6: Leaves**

#### 1. Personal Leave

A. Each teacher will receive two (2) personal leave days per year subject to the following conditions:

1. Requests for personal leave shall be made to the Superintendent or his designee in writing seventy-two (72) hours in advance of the day for which the leave is requested. Failure to obtain prior approval may result in a loss of pay for the date of absence.
2. No more than a maximum of four (4) teachers district-wide may be granted personal leave on the same day.
3. No more than two (2) teachers may be granted personal leave for the same day from the same building. In the Elementary school, three (3) teachers may be granted personal leave for the same day if substitute teachers are available.
4. Personal leave may not be used during the first week of school or the last week of school.
5. Special considerations may be given and result in the Superintendent waiving the restrictions noted above without constituting a precedent and/or serving as a basis for grievance. Such special considerations may include a child moving to college, graduation of an immediate family member (spouse/child), or a wedding in which the staff member is a participant.

B. Personal Days shall accumulate up to a maximum of 5 days. Days that could accumulate after 5 days shall be applied to the employee sick leave accumulation.

## 2. Sick Leave

Sick leave is to be used only for personal illness, quarantine at home, or serious illness in the immediate family or household. "Immediate family" shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, legal guardians and to include daughters-in-law, sons-in-law, and step-relatives (as defined in 24.6 of the Illinois School Code). Sick leave may also be used for any death and bereavement situation. If the teacher does not use the full amount of annual leave allowed, the unused days shall accumulate without limit.

The normal allotment of sick days granted each year is commensurate with the months of employment and the number of TRS creditable years of experience in the Bushnell-Prairie City School District, and shall be as follows:

Teachers holding a standard (180 day) contract:

0-5 years = 12 days

6-20 years = 15 days

21+years = 18 days

Teachers holding a ten month\* contract:

0-5 years = 13 days

6-20 years = 16 days

21+ years = 19 days

Teachers holding an eleven month\* contract:

0-5 years = 14 days

6-20 years = 17 days

21+ years = 20 days

Teachers holding a twelve month\* contract

0-5 years = 15 days

6-20 years = 18 days

21+ years = 21 days

\*Contracts for lengths containing partial months will round up to the next full month for sick day calculation

Those staff working a portion of a month will receive a commensurate proportional amount of sick leave.

## 3. Leave of Absence

Leaves of absence may be granted without pay to tenured teachers who have rendered satisfactory service to the District and who desire to return to employment in a similar capacity upon termination of said leave. For the purpose of obtaining a leave of absence, satisfactory service indicates the tenured teacher received a minimum rating of Satisfactory or its equivalent during their most recent performance evaluation. During the duration of said leave, the teacher may not be eligible for any negotiated salary increases nor shall it count towards establishing seniority credit. A letter of intent to return from a leave of absence must be filed with the Superintendent ninety (90) days prior to the end of said leave.

Each approved leave of absence shall be shortest possible duration required to meet the purpose of the leave consistent with a reasonable continuity of instruction for students.

Leave of absence without pay for not more than one (1) year may be granted to tenured teachers according to the following conditions:

- A. Written requests for leaves of absence without pay should be made at least three (3) months before leave is desired, subject to approval by Board. The Board retains authority to waive the (3) month notice in a case of emergency.
- B. Dates of departure and return must be acceptable to the administration and determined prior to initiating the request.
- C. Leaves of less than one (1) month, if acceptable to and approved by the Board, will not require three (3) months notice.
- D. Leaves may be granted for:
  - 1. advance study leading to a degree in an approved university;
  - 2. educationally related travel if the applicant provided an itinerary and an explanation of how such travel will improve the educational programs;
  - 3. military service;
  - 4. maternity leave;
  - 5. other reasons acceptable to the Board.

#### 4. Association Leave

In the event that the Association desires to send representatives to local, state or national conferences or on other business pertinent to Association affairs, these representatives shall be excused without loss of salary providing the Association reimburses the district for the cost of substitute(s) for any aggregate number of days exceeding twelve (12) in any school term used for such purposes and, further

providing the frequency of excused leaves does not impair the quality of classroom instruction to be determined by the teachers and the principal involved and that a written request for leave has been submitted to the superintendent at least one (1) week in advance. No more than two (2) teachers will be allowed to take Association leave on the same day.

#### 5. Family and Medical Leave

All teachers shall be entitled to a Family Medical Leave, on a gender neutral basis, providing the teacher is eligible under and leave is taken in accordance with the Federal FMLA of 1993 and the provisions that are reflected in District policy. Employees applying for said leave shall consult the District Policy Manual.

#### 6. Sick Leave Bank

The Board of Education, in conjunction with the Bushnell-Prairie City Teachers' Education Association, shall establish a Sick Leave Bank according to the following guidelines:

- A. The intent of this plan is to provide extended sick leave to those persons covered by this agreement who incur a period of prolonged illness, injury, or hospitalization. A person will be eligible for the Sick Leave Bank three (3) days after using up his/her personal sick leave.
- B. The licensed personnel or designated representative of the teacher should contact the Governing Committee within three (3) days prior to his/her need to draw upon the bank.
- C. All full-time licensed personnel may join the Sick Leave Bank within two weeks of employment.
- D. Two members of the Bushnell-Prairie City Teachers' Education Association appointed by the president and two Board Members appointed by the Board will act as a Governing Committee in all matters that concern the policies of the Sick Leave Bank. In case of a tie, vote to be broken by President of the Board of Education.
- E. One (1) day per year is donated by each member to the Sick Leave Bank. The member will have one (1) day of personal contracted sick days subtracted from his/her accumulated sick days. In the event a member is forced to draw from the Bank, that member will not be required to add a day to the bank during the following school year to remain a member.
- F. A member must use his/her sick days up first before drawing an amount from

the Sick Leave Bank. Then days may be drawn from the Sick Leave Bank after a member has presented a doctor's written verification of his illness and his request has been approved by the Governing Committee.

- G. In no case shall the Sick Leave Bank provide more than 180 days per individual illness. If a prolonged illness or hospitalization for any person continues from one school year to another, that person will be entitled to no more and no less than the total number of days accrued from the accumulated sick leave and the Sick Leave Bank as calculated at the beginning of the illness.
- H. If the Sick Leave Bank is depleted of all its bank days, the Governing Committee shall assess all participating members one (1) additional day to restock the bank. This shall be limited to restocking of the bank to 1 time/school year.
- I. The member receiving the days from the Sick Leave Bank shall not be required to pay back the number of days borrowed from the bank.
- J. The member may not withdraw any donated sick days from the bank except through the above procedure.

## 7. Professional Growth Days

District administration and the Board of Education recognize that teacher quality is the most important factor to providing a quality educational environment. Teachers will have the voluntary opportunity to take one day each semester for the purpose of teacher directed curriculum planning and development, or cross curricular collaboration. Professional growth days must be scheduled at least two weeks in advance, with approval of the building administrator, and may not be used during the first or last week of an academic quarter. Professional growth days will not accumulate.

## 8. Jury Service

There shall be no loss in salary for an employee called for jury duty provided the employee reimburses the school district equal to the amount received for said jury duty.

## 9. Subpoena Leave

Should an employee be subpoenaed as a third-party witness by a court of competent jurisdiction regarding a case of child abuse, the employee shall be excused without loss of pay provided the employee reimburses the district equal to the amount of any fees earned.

## **Article 7: Procedure for Reduction in Teaching Staff**

1. When the Board decides it is necessary to reduce the number of teachers in the District because of decreased enrollment, lack of funds or other reasons, the Association will be notified and consulted when possible on such reduction in staff in advance of any public announcement.
2. In the event of a reduction in personnel is necessary, the sequence of dismissal shall occur in accordance with the School Code of Illinois.

### **3. Seniority**

Seniority shall be defined as total years of continuous service in the District as a licensed employee. Part-time employees shall accrue seniority on a pro-rata basis. Unpaid leaves of absence and layoff periods during which recall rights exist shall not be counted in determining seniority, and shall not be deemed a break in service such that an employee recalled or returning from an unpaid leave granted by the Board shall be deemed to have lost seniority. Seniority is only lost upon an employee's resignation, dismissal, or retirement from the District.

## **Article 8: Employee and Association Rights**

1. The Association President shall be granted release time without loss of pay or benefits equivalent to two-three (2-3) hours per week. Hours released will be non-teaching hours.

### **2. Pertinent Information - Association**

Board shall provide through the district website, a copy of the agenda and minutes of all board meetings.

### **3. Right to Organize**

It is recognized that teachers have the right to join or not to join any organization for their professional or economic improvement.

A. Membership or lack of membership shall not in any way prejudice the relationship of the teacher and the Board.

B. Membership in any organization shall not be required as a condition of employment.



#### 4. Use of Program Assistants

Program Assistants will not be used in a position requiring instructional judgment or evaluation of pupils - as specified in The School Code of Illinois (10-22-34).

#### 5. Working Conditions

- A. Teachers shall be scheduled for no less than 200 minutes of preparation time per five-day week. For the purposes of this article, planning time shall be defined as that portion of the regularly scheduled student attendance day when a teacher's scheduled is free of student supervision and should not include any required travel time between teaching sites.
- B. In the event a teacher is asked to substitute during his/her planning period or absorb a colleague's assigned students into his/her own regularly scheduled teaching assignment, the teacher shall be reimbursed at the rate of \$15.00 per period up to five (5) occurrences during a continuous school year and shall be reimbursed at the rate of \$20.00 per period starting with the sixth (6) occurrence in a continuous school year.
- C. Teachers who supervise events outside of the regular workday will be paid \$10.00 per hour.
- D. Teachers may leave the school building during the duty free lunch. All other absences from the school building during the regular workday shall be pre-approved by the building administrator.
- E. If a teacher is asked to accept an overload with no planning period, he/she shall be compensated 1/5 of their current salary. If the overload occurs the equivalent of 1 semester, that teacher shall be compensated 1/10th of their current salary.
- F. The Bushnell-Prairie City Board of Education recognizes the impact class size can have on the educational experience of its students and teachers. The Board is committed to monitoring enrollment and class size to promote quality of instruction.
- G. The employee workday shall not exceed 7 3/4 hours, including a duty free lunch period equal to the student lunch period but not less than 30 minutes. It is recognized by both parties that attendance at meetings or activities requested by the Board or Administration may, on occasion, surpass this general definition.
- H. On days preceding official District holidays or in the case of an early dismissal of school due to weather or emergency, teachers shall be allowed to leave when

students are dismissed, provided that all professional responsibilities are met and there is no further need for student supervision.

- I. Teachers shall be given notice of tentative assignments within thirty (30) days of the beginning of the school year.
- J. In the event that the superintendent deems a district building unsafe due to hazardous conditions (infrastructure damage, widespread illness, etc.), employees assigned to the unsafe buildings will be reassigned to an alternate attendance center or other designated alternative worksite until it is safe for them to return to work.

#### 6. Vacancies and Transfers

- A. The Superintendent shall post to the District Website a notice of all vacancies in bargaining unit positions, as they occur or as they are anticipated and notify all district employees via email that the notice of vacancy has been posted. Such vacancies shall be accompanied by a statement of minimum qualifications and salary range when appropriate. No vacancy, except in case of emergency, or after July 1, shall be filled on a permanent basis until such vacancy has been posted for at least ten (10) days. No temporary appointment shall extend beyond the school year in which it is made.
- B. Voluntary Transfer: Any teacher presently employed may request transfer to another building where a vacancy occurs. Such requests shall be in writing to the Administration. Administration reserves the right to make all hiring and/or transfer decisions.
- C. Involuntary Transfers: Any teacher affected by an involuntary transfer shall be notified immediately. An involuntary transfer shall exist when the teacher involved makes a written statement to Administration at the time of the transfer. The statement from the teacher shall be placed in the teacher's personnel file.

#### 7. Special education teachers shall be provided with the following professional time for the purpose of preparing for annual reviews:

- Up to 5 students on caseload - 0.5 days
- 6 to 10 students on caseload - 1.0 days
- 11 to 15 students on caseload - 1.5 days
- 16 to 20 students on caseload - 2.0 days

### **Article 9: Teacher Evaluation**

1. The district shall comply with the Performance Evaluation Reform Act (Illinois Public Act 96-861).
2. Within thirty (30) days after the first day of the school year, the Administration shall hold a meeting to acquaint teachers with the evaluation procedures. Any new employee hired after the general evaluation procedure meeting shall be acclimated to the general evaluation procedure not later than thirty (30) days after employment. No observations of any teachers may take place until each teacher has been afforded the opportunity to attend the aforementioned meeting.
3. A formative evaluation of a non-tenured teacher beginning employment before December 1 of any year will be conducted at least two (2) times per school year. There will be one (1) summative evaluation following the two (2) formative evaluations. Any non-tenured teacher beginning employment after December 1 of any year shall receive at least one (1) formative and one (1) summative evaluation.
4. At least once every two (2) school years, each tenured teacher shall receive at least one (1) formative and one (1) written summative evaluation.

#### **Article 10: Effect of Agreement**

1. The terms and conditions set forth in this agreement represent the full and complete understanding between the parties. The terms and conditions may be modified only through the written mutual consent of the parties. It is understood that all rights, powers, and authority of the Board and/or its administrative staff not specifically limited by the language of this Agreement are retained by the Board.
2. Should any article, section, or clause of this Agreement cause the district to incur monetary penalties or be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be deleted from this agreement to the extent that it violates the law or invokes monetary penalties. The remaining articles, sections and clauses shall remain in full force and effect.
3. The Education Association agrees not to strike during the life of said Agreement.
4. Term of Agreement

The Agreement shall become effective on August 1, 2017, and shall continue in effect until August 1, 2020. When either party executes written notification to the other party prior to April 1 of the year this contract terminates that it wishes to renegotiate the Agreement, the Board Negotiation team shall meet with the Association team no sooner than April 1 to receive the Association's proposal and

negotiations shall continue in a effort to reach an agreement.

5. This Agreement is signed this 19<sup>th</sup> day of April 2017.


In Witness Thereof:

For the  
Bushnell-Prairie City  
Education Association

  
President

  
Secretary

For the  
Bushnell-Prairie City  
Board of Education

  
President

  
Secretary

Appendix A

Salary and Hiring Schedule

Hiring Schedule

	<b>BA</b>	<b>MA</b>
1	\$32,352	\$35,587
2	\$32,999	\$36,229
3	\$34,332	\$37,765
4	\$35,019	\$38,521

Pay increases for the years 2017-2018, 2018-2019, 2019-2020 will be based on the following percentages:

<b>2017-2018</b>	<b>2018-2019</b>	<b>2019-2020</b>
2.0%	1.5%	1.5%

Should the district hire a new employee, all current employees with an equal level of education and equivalent or more years of experience shall receive a pay increase to bring his/her salary to an amount equal to that of the new employee. This increase in salary is inclusive of any increases based on longevity.

Example

*Employee John Smith is in his second year of teaching with a BA. His current salary is \$30,294. Should a new employee be hired at level 1 on the hiring schedule, John Smith will receive his scheduled salary increase plus any additional amount necessary to raise his salary to \$32,352 to match the salary of the new employee.*

No employee within four years of becoming eligible for retirement as set forth in 4.7 shall see an increase in his/her nonexempt creditable TRS earnings by more than six percent (6%) or be otherwise increased so as to create liability on the part of the Board or District for any portion of an Employee's retirement annuity, or result in any District or Board-paid penalty or fee to TRS.

## Continuing Education

The Board of Education supports and encourages continuous self-improvement. Licensed instructional staff will receive a 2.5% increase in TRS creditable earnings for every 8 semester hours earned beyond a B.A., and a 1.0% increase in TRS creditable earnings for every 8 hours earned beyond a M.A. Coursework must be approved by the Superintendent prior to the beginning of a course.

Appendix B

Extra-Curricular and Duty Personnel Salary Schedule

Bushnell-Prairie City CUSD #170 2017-2018 Extra-Curricular and Duty Personnel Assignments	
Assignments	
Athletic Director	\$4,100.00
Head H.S. Boys Basketball	\$3,895.00
Assistant H.S. Boys Basketball	\$2,562.50
Assistant H.S. Boys Basketball	\$2,562.50
Head H.S. Boys Football	\$3,895.00
Assistant H.S. Boys Football	\$2,562.50
Assistant H.S. Boys Football	\$2,562.50
Assistant H.S. Boys Football	\$2,562.50
Head H.S. Track	\$3,280.00
Assistant H.S. Track	\$2,152.50
Head H.S. Boys Baseball	\$3,280.00
Assistant H.S. Boys Baseball	\$2,152.50
Head H.S. Volleyball	\$3,895.00
Assistant H.S. Volleyball	\$2,562.00
H.S. Cheerleader Sponsor Football	\$717.50
H.S. Cheer/Dance	\$2,050.00
H.S. Student Council Sponsor	\$1,230.00
H.S. Yearbook Sponsor	\$1,537.50
Assistant Yearbook Sponsor	\$512.50
Attendance Officer	\$1,742.50
H.S. Play Director	\$1,025.00
Extra-Curricular Instrument. Music (JR/SR)	\$2,818.50
Extra-Curricular Vocal Music (Jr/Sr)	\$1,230.00

Scholastic Bowl H.S.	\$1,435.00
Freshman Class Co-Sponsor	\$153.75
Freshman Class Co-Sponsor	\$153.75
Sophomore Class Co-Sponsor	\$153.75
Sophomore Class Co-Sponsor	\$153.75
Junior Class Co-Sponsor	\$461.25
Junior Class Co-Sponsor	\$461.25
Senior Class Co-Sponsor	\$461.25
Senior Class Co-Sponsor	\$461.25
Assistant Junior Class Sponsor	\$153.75
Assistant Junior Class Sponsor	\$153.75
Assistant Junior Class Sponsor	\$153.75
Assistant Junior Class Sponsor	\$153.75
Assistant Senior Class Sponsor	\$153.75
Assistant Senior Class Sponsor	\$153.75
Assistant Senior Class Sponsor	\$153.75
Assistant Senior Class Sponsor	\$153.75
Head J.H. Girls Track	\$2,050.00
Assistant J.H. Girls Track	\$1,383.75
Head J.H. Boys Track	\$2,050.00
Assistant J.H. Boys Track	\$1,383.75
Head J.H. Boys Basketball	\$2,767.50
Assistant J.H. Boys Basketball	\$2,460.00
Head J.H. Girls Basketball	\$2,767.50
Assistant J.H. Girls Basketball	\$2,460.00
Head J.H. Volleyball	\$2,767.50
Assistant J.H. Volleyball	\$2,460.00
J.H. Student Council Sponsor	\$820.00
J.H. Yearbook Sponsor	\$256.25
J.H. Scholastic Bowl Sponsor	\$1,020.00



J.H. Newspaper	\$153.75
J.H. Spirit Squad	\$1,281.75
Extra-Curricular Vocal Music (Elem)	\$1,230.00
4th/5th Grade Choir	\$153.75
District Accompanist	\$256.25
District Accompanist	\$256.25
District Accompanist	\$256.25
Contest Accompanist(s) \$8 per Student	

This extra duty pay schedule is effective for the 2017-2018 school year. A committee shall be formed to develop a structure for a new extra duty pay schedule. The committee should include members of the Board, administration and staff. The task of the committee shall be to determine a formula by which the duties should be compensated (ex- Asst. Coaches paid 50% of Head Coaches, etc.). The actual dollar amounts shall be negotiated by the Board and the Association and will be determined only after a structure has been finalized and are separate and distinct from previous and/or current bargaining discussions and/or agreements. The revised extra duty pay schedule will go into effect for the 2018-2019 school year.