

FORMAL CONTRACT BETWEEN
THE BELLE VALLEY SCHOOL BOARD OF EDUCATION DISTRICT #119

AND

THE BELLE VALLEY EDUCATION ASSOCIATION
ILLINOIS FEDERATION OF TEACHERS: LOCAL 4465

3-YEAR AGREEMENT

2010- 2013

ARTICLE I DEFINITIONS

- A. The term "Board" as used in this contract shall mean the Board of Education of Belle Valley School District No. 119 of Belleville, IL.
- B. The term "teacher" as used in this contract shall mean any and all individuals who hold a teaching certificate with the State of Illinois and are employed by the Belle Valley Board of Education in any one of the following positions: full or part-time teacher, speech therapist, librarian, or social worker.
- C. The term "Support Staff" as used in this contract shall mean any and all individuals employed by the Belle Valley Board of Education in any of the following positions: Cook, Cashier, ESP Coordinator, Library Aide, Noon Supervisor, Bus Monitor, Health Aide, Secretary, Web Poster, Teacher Aide, and Assistant Cook.
- D. The term "BVEA" as used in this contract shall mean the Belle Valley Education Association which is the exclusive bargaining representative for the teachers and support staff of Belle Valley School District #119.
- E. The term "contract year" used in this contract shall mean the period of time from August 15 through August 14.

ARTICLE II RECOGNITION

- A. The Board recognizes the BVEA as the exclusive bargaining representative for the teachers, all full and part-time (non-certified) support staff employees not currently represented by a collective bargaining agreement of Belle Valley School District #119 for the duration of this contract. Excluded are:
 - 1. All central office personnel and Director of Technology.
 - 2. All building principals and others functioning at the building level in a supervisory or administrative capacity.
 - 3. Such teachers of Belleville Area Special Education Cooperative who are employed by school districts other than Belle Valley School District #119.
 - 4. Supervisors, managers, confidential employees, secretary to the Superintendent, ESP employees, full and part-time custodians, and all other employees not employed by District #119.

ARTICLE III WORKING CONDITIONS

- A. Punctuality is one mark of a professional teacher. Teachers shall use the school day for planning, preparing, and executing their teaching assignments. Proper planning with detailed lesson plans shall be evident at all times and available to the Building Principals.

- B. Certified teachers shall receive one (1) class period per day for planning, as the schedule allows.
- C. The teacher work day will be seven hours and forty minutes which will include at least a forty minute lunch period. Nothing in this article infringes on the right of the administration to schedule staff meetings in excess of time limitations.
- D. Teachers will have a duty free lunch period as prescribed by the Illinois School Code. Teachers will be permitted to leave school during the lunch period upon notification to the office of the Building Principal prior to leaving the building.
- E. The Board, with respect to all board meetings, will provide one copy of the board packet to each BVEA building representative prior to the board meeting. The packet shall include the agenda, minutes of previous board meeting, Superintendent's Report, and a listing of the bills paid by the Board at its previous board meeting.
- F. During the school year teaching and co-curricular positions that are newly created or become open because of resignation, death, retirement, vacancies caused by transfers or failure to reappoint will be publicized to the certified staff. The superintendent shall notify the teachers of teaching and extra-curricular vacancies in the following manner. During the school year, notification will be by e-mail. During the summer months, the Superintendent will contact current teachers for vacancies based on the "Re-assignment Consideration Form" request. The position will not be filled for at least five (5) calendar days after notification.
- G. Traveling Employees: Mileage reimbursement for employees who are assigned to more than one worksite shall be at the current rate allowable by the IRS and will be paid monthly for the prior month.
- H. A Special Education Work Load Committee will be comprised of an equal number of members as jointly determined by the district administration & Union. The Committee shall develop an annual plan specifying the limits on the work load of its special educators so that all services required under the students' IEPs, as well as all needed ancillary and support services, can be provided at the requisite level of intensity.

The Committee shall meet regularly to consider the activities for which the District's special educators are responsible, including but not limited to:

1. Individualized instruction;
2. Consultative services and other collaboration among staff members;
3. Attendance at IEP meetings and other staff conferences;
4. Paperwork and reporting.

The Committee shall gather and analyze data throughout the school year from the four areas addressed above. By March 1 of each school year, the Committee shall determine

staffing recommendations. If a special educator believes their workload to be unmanageable or above what was decided by the Committee, the following will occur:

1. The special educator will schedule a meeting with an administrator to discuss his/her concern.
2. The special educator will bring to the meeting the data, including service minutes, consultation time and other requirements that they believe make the workload unmanageable or above what was decided by the Committee. If the issue is not resolved, the special educator may appeal to the Special Education Work Load Committee for review. The Committee's decision is final provided that if the decision requires the employment of an additional staff or expenditure of money, it shall be subject to Board approval.

Said agreement will follow all state mandates and can be adapted to follow state mandates if altered.

- I. **SPECIAL EDUCATION PLANNING:** With administrative approval, teachers who are required to write IEPs will receive a minimum of one (1) IEP leave day to provide information for IEPs. This preparation day can be taken in ½ day increments. Planning sessions are to be held on school grounds. All IEP leave days must be requested no later than two (2) school days prior to the requested day.
- J. For support staff, discipline shall include oral warning, written warning, suspension without pay and termination. No employee shall be suspended without pay or terminated without just cause. It shall be the responsibility of the building principal or immediate supervisor to bring to the attention of the employee deficiencies in the employee's work program or performance of assigned work, and when the matter is an oral or written reprimand, to make a record of the same in writing. One copy of said record is to be provided to the employee.

Disciplinary action will be progressive, except for gross misconduct in accordance with the following schedule:

- i Verbal Warning
- ii Written Warning
- iii One to five day suspension without pay
- iv Discharge

K. Fair Share Fee Payers

1. All employees covered by this Agreement who are not members of the Union, and so long as they remain non-members of the Union, shall pay to the Union each month their fair share of the costs of the services rendered by the Union that are chargeable to non-members under state and federal law.

2. Such non-member fair share payment that has been documented to the Board, shall be deducted from the earnings of the non-member employees and remitted to the Union in conformity with state law and Labor Board rules.
3. The Board shall cooperate with the Union by providing the names of all employee non-members of the Union from whose earnings the fair share payments shall be deducted, their work locations and provide space to post a notice concerning fair share.
4. The Union shall cause to be posted a notice concerning the fair share fee information that is permitted by the Labor Relations Act and required by Board rules.
5. Upon adoption of any Union procedure, the Union shall supply the Board with a copy. In addition, the Union shall advise the Board of subsequent changes.
6. Upon receipt of formal notice of an objection or unfair labor practice charge to the Labor Board, the Union and the Board agree to comply with the provisions of the Labor Relations Act. The Board shall forward the objector's fee or portion of the objector's fee being contested to the Labor Board to be placed in an escrow account pending settlement of the question.
7. The Union shall indemnify and hold harmless the Board, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability that shall arise out of, or by reason of action taken by the Board for the purposes of complying with the above provisions of this Article, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any such provisions.
8. If during the term of this Agreement, the Labor Board or a court of competent jurisdiction rules any part of this Article void or not enforceable, the Union and the Board agree to convene negotiations on this matter immediately for the sole purpose of bringing this Article into compliance with the standards of rulings of said Labor Board or court.
9. The right on non-association of employees based upon bona fide religious tenets or teachings of a church or religious body of which employees are members shall be protected. Such employees may be required to pay an amount equal to their proportionate share, determined pursuant to this Article, to a non-religious charitable organization mutually agreed upon by the employees affected and the Union. If the affected employees and the Union are unable to reach an agreement on the matter, the payments shall be made to a charitable organization approved by the Illinois Educational Labor Relations Board.

ARTICLE IV LEAVES

- A. All teachers shall receive twelve (12) sick days per year. Teachers shall receive full pay and benefits for sick days. Sick days shall accumulate with annual notification of accumulated days. Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family. Immediate family shall include parents, spouse, sisters, brothers, children, grandparents, grandchildren, parents-in-law, sisters-in-law, brothers-in-law, grandparents-in-law, and legal guardians.

The Board may require a physician's certificate from a physician licensed in Illinois or Missouri to practice medicine and surgery in all its branches, an advanced practice nurse who has a written collaborative agreement with a collaborating physician that authorizes the advanced practice nurse to perform health examinations, a physician assistant who has been delegated the authority to perform health examinations by his or her supervising physician, or if the treatment is by prayer or spiritual means, that of a spiritual adviser or practitioner of such person's faith, as a basis for pay during leave after 3 days absence for personal illness, or as it deems necessary in other cases. If the Board requires a certificate as a basis for pay during a leave of less than 3 days, the school board shall pay from school fund the expenses incurred by the teachers or other employees in obtaining the certificate.

- B. Sick days for support staff & secretaries, who are in IMRF, shall receive twelve (12) sick days per year based upon average hours worked per day. Sick days must be taken in ½ day or full day increments.
- C. Bereavement leave shall be granted for the death of above mentioned "immediate" family. Up to three (3) days are allowed for each death and are not counted against sick days. These days, if not used, do not accumulate.
- D. Each full time teacher and secretary shall receive two (2) personal leave days per year with full pay and benefits. Written requests must be submitted to the Building Principal no later than two (2) school days prior to the requested day. No more than two teachers per building and one per unit of the total full time faculty shall be granted personal leave for any given time. Teachers may take their personal days in half days. Personal leave not used shall accumulate as sick leave days. Personal leave may not be taken on parent conference days, or the first or last week of the school year without approval of the superintendent.
- E. IMRF Support Staff shall receive one (1) personal day for the 2010-2011 school year; two (2) personal days for the 2011-2012 school year; and two (2) personal days for the 2012-2013 school year. Written requests must be submitted to the building principal no later than two (2) school days prior to the requested day. No more than one (1) support staff shall be granted personal leave on any given day. Support staff may take their personal days in ½ day increments.
- F. Teachers & Secretaries: A bonus of (\$350.00) for a full year of attendance with no absence of any kind or a bonus of (\$200.00) for only one day of absence will be paid on the June 25, payday annually for teacher and on July 10th for secretaries. Days lost to

death for a spouse, parent, child, or administration approved workshop absence shall not preclude eligibility.

- G. IMRF Support Staff: A bonus of (\$300.00) for a full year of attendance with no absence of any kind or a bonus of (\$200.00) for only one day of absence will receive payment with their next regular paycheck. Days lost to death for a spouse, parent, child, or administration approved workshop absence shall not preclude eligibility.
- H. Leaves of absence without pay may be authorized by the Board.
- I. Adoption leave shall be granted to a teacher by the Board of Education, providing the following procedures are met:
 - 1. The employee shall inform the Superintendent of his/her intent to adopt and shall supply the Superintendent with documentation from the appropriate agent.
 - 2. An employee may use up to thirty (30) days of accumulated sick leave. If additional days are needed by the employee, he/she may request an unpaid leave of absence in accordance with Article XVII, Leaves Section 5 (Unpaid Leave) of this Agreement. In no case shall adoption leave (both paid and unpaid) exceed one (1) school year in length.

ARTICLE V EXTRACURRICULAR ACTIVITIES

- A. The Board and the Administration will have the option of employing teachers to work extra-curricular events that occur outside of the normal workday.
- B. The Board of Education will attempt to fill all extra-curricular activities with Belle Valley staff members. In the event that no Belle Valley faculty member requests vacant extra-curricular positions, then the Board of Education has the option of employing someone from outside the Belle Valley Faculty. Extra-curricular assignments shall include coaching duties, bowling sponsor, athletic director, drama director, drama sound technician, music activities director, band activities director, Web Team leader, Student Council sponsor, scholar bowl coach, science club sponsor, math team sponsor, chess sponsor, assembly committee directors, digital video club sponsors, care team members, teacher mentors, teacher mentor coordinators, or summer school teacher. Nothing in this section shall infringe upon the Board's right to terminate or initiate any extra-curricular activities.
- C. The following extracurricular activities shall receive pay according to the scale listed below:

| Extra-curricular stipend | 2010-2011 | 2011-2012 | 2012-2013 |
|---|-----------|-----------|-----------|
| Baseball Head Coach | 2120 | 2162 | 2206 |
| Softball Head Coach | 2120 | 2162 | 2206 |
| Soccer Head Coach | 2120 | 2162 | 2206 |
| Volleyball Head Coach - Girls | 2335 | 2382 | 2429 |
| Volleyball Head Coach - Boys | 2335 | 2382 | 2429 |
| 5/6 Volleyball Coach | 1805 | 1841 | 1878 |
| 8th Grade Boys Basketball Coach | 2650 | 2703 | 2757 |
| 8th Grade Girls Basketball Coach | 2650 | 2703 | 2757 |
| 7th Grade Boys Basketball Coach | 2650 | 2703 | 2757 |
| 7th Grade Girls Basketball Coach | 2650 | 2703 | 2757 |
| 6th Grade Boys Basketball Coach | 1805 | 1841 | 1878 |
| 6th Grade Girls Basketball Coach | 1805 | 1841 | 1878 |
| 5th Grade Boys Basketball Coach | 1805 | 1841 | 1878 |
| 5th Grade Girls Basketball Coach | 1805 | 1841 | 1878 |
| Track Coach (2) | 2335 | 2382 | 2429 |
| Cheerleading Coach | 2120 | 2162 | 2206 |
| Bowling Sponsor | 1910 | 1948 | 1987 |
| Athletic Director | 2655 | 2708 | 2762 |
| Drama Director (2) | 1805 | 1841 | 1878 |
| Drama Sound Technician | 530 | 541 | 551 |
| Music Activities Director | 1910 | 1948 | 1987 |
| Band Activities Director | 2020 | 2060 | 2102 |
| Web Team Leader | 1485 | 1515 | 1545 |
| Student Council Sponsor | 1910 | 1948 | 1987 |
| Scholar Bowl Coach | 1270 | 1295 | 1321 |
| Science Club Sponsor | 1060 | 1081 | 1103 |
| Math Team Sponsor | 530 | 541 | 551 |
| Chess Sponsor | 1270 | 1295 | 1321 |
| Assembly Committee Directors (2) | 640 | 653 | 666 |
| Digital Video Club Sponsors(2) | 530 | 541 | 551 |
| CARE Team Members | 320 | 326 | 333 |
| Teacher Mentors (formal program) | 530 | 541 | 551 |
| Teacher Mentor Program Coordinators (2) | 1060 | 1081 | 1103 |

Summer school pay will be established by the teacher involved and the Superintendent. Extracurricular assignments can be shared with approval of the current employee and the Administration.

ARTICLE VI SALARY AND BENEFITS

- A. Full-time certified staff and secretaries: For the life of this contract, the Board of Education will contribute 100% of the single premium up to \$575 (five hundred and

seventy five dollars) per month for hospitalization insurance. Or the Board will contribute up to \$750 (seven hundred fifty dollars) per month for employee plus hospitalization insurance. This plan shall also include a ten thousand dollar (\$10,000) term life insurance policy. One member of the BVEA will be entitled to serve on any insurance study committee of the Board of Education.

Part-time certified teachers shall receive an equivalent pro-rated share of the hospitalization insurance premium commensurate with the percentage share of salary to be paid annually.

Part-time non-certified support personnel shall not be eligible for hospitalization insurance.

- B. Certified Staff & secretaries shall have an opportunity to waive hospitalization insurance and to receive instead an increase in salary equal to two hundred (\$200) dollars per month. Waivers for hospitalization shall be completed by September 1 of each school year. Such waivers shall be irrevocable for the duration of the school year, except that an employee may re-enroll in the health plan if there is a change in family status or other qualifying conditions. Employees who do not complete the waiver by September 1 of each school year shall automatically be re-enrolled in the hospitalization insurance plan, if permitted by the requirements of the plan. Employees who are not permitted to re-enroll shall continue to receive the increase in salary each month, as stated above.
- C. The Board of Education shall pay 10.3753% of all credible earnings to the Illinois Teachers' Retirement System. Should any such agency or court declare this portion illegal, the tax obligation on the retirement portion paid by the Board shall remain that of the individual, but the salary as shown on the schedule will remain unchanged.
- D. The Board of Education agrees to pay the .88 percent of 1% contribution required of active teachers to the TRS retired teachers' health insurance fund. If, at some future date, no such pension contribution is required of active teacher, the Board of Education will be released from the responsibility of making this contribution for retiree health insurance.
- E. Tax Shelter Annuity: Payroll deductions may be made upon written permission for those members desiring to participate in the tax sheltered annuity program. The Board's obligation is extended only to the clerical cost of the program. The program, which qualifies under the terms of Section 403 (b) of the Internal Revenue Code, shall be limited to five companies. An additional five companies will be permitted on or after August 24, 1998, with the first five companies submitted to the Superintendent's Office being eligible. Companies not used for a period of one year as of September 1st, of each school year will be deleted from the list.
- F. Vertical advancement on the salary schedule will be accomplished each year upon completion of a year of acceptable service on the Belle Valley School Faculty. If employed during the contract year, a certified teacher must teach more than fifty percent (50%) of the total school calendar days in order to advance vertically on the schedule.

Any used sick days shall be counted as days taught when determining the fifty percent (50%).

- G. Horizontal advancement on the salary schedule will be accomplished if graduate credits were earned prior to September 1 (at 100%) and January 1 (at 50%). Any credits to be considered under the schedule must be submitted to the Superintendent no later than September 5 and January 10 of each year. Advancement will be applicable to the September 10 and January 25 pay period. If grades are issued late, special consideration will be given and the teacher's salary will be adjusted when the grades are available. The Superintendent must pre-approve post-degree credit hours beyond the MS+16 (semester hours), intended to qualify a staff member for advancement on the salary schedule.
- H. Organizational dues will be withheld from regular payroll checks upon a written request from the teacher, support staff, and secretary stating the amount to be withheld and the organization which should receive the payment. Said written request must be submitted by September 1st. It is the responsibility of the support staff employees (refers to hourly employees who do not work during summer months) to pay for union dues during summer months. Said payment will be made directly to the union by the employee and shall not go through the district office. The BVEA may choose to have all union dues withheld over nine (9) months or twelve (12) months.
- I. The Board will pay the teachers and secretaries on a twelve (12) month basis. The salary will be divided into twenty-four (24) equal installments, payable on the tenth (10th) and twenty-fifth (25th) day of each month. If either day should fall on either a Saturday, Sunday or a legal holiday, then the Board will issue the checks on the preceding workday.
- J. A teacher retiring after a minimum of twenty (20) years of teaching service with Belle Valley District #119, shall be eligible for a retirement incentive. The teacher must be eligible to receive a retirement annuity from the Teacher Retirement System. The teacher must submit an irrevocable letter of resignation for retirement purposes under TRS by May 1st, 4 (four) years prior to the year in which the teacher intends to retire, in order to receive the incentive. The year in which the irrevocable letter of resignation is submitted will be counted as the first year of the four years. For example, a teacher gives a letter of resignation for retirement purposes on April 28, 2008. the teacher has 25 years of service. Said teacher will receive the year one incentive of \$800 by June 30, 2008. The remainder of the incentive will be paid as follows: 2008-09 = \$1600, 2009-10 = \$2400, and 2010-11 = \$3200.

Under no circumstances will the retirement incentive cause a teacher's credible TRS earnings to exceed 106% of the previous year's creditable TRS earnings during the years of eligibility for the retirement incentive calculations. The retirement incentive shall comply with all applicable State laws so that the District incurs no financial, actuarial, or other penalties of any kind.

The incentive will be calculated as follows:

20 years of service (Total Incentive \$6000)

- Year 1 - \$600
- Year 2 - \$1200
- Year 3 - \$1800
- Year 4 - \$2400

25 years of service (Total Incentive \$8,000)

- Year 1 - \$800
- Year 2 - \$1600
- Year 3 - \$2400
- Year 4 - \$3200

30 years of service (Total Incentive \$10,000)

- Year 1 - \$1000
- Year 2 - \$2000
- Year 3 - \$3000
- Year 4 - \$4000

Teachers submitting an irrevocable letter of resignation for retirement purposes less than 4 years in advance of retirement will be placed on the above retirement incentive schedule in the following manner:

- 1 year notification – year 4 incentive amount, up to a maximum creditable earnings increase of 6% over the prior year
- 2 year notification – year 3 incentive amount, up to a maximum creditable earnings increase of 6% over the prior year
- 3 year notification – year 2 incentive amount, up to a maximum creditable earnings increase of 6% over the prior year

Should any amount of the total incentive not be paid during the teacher's employment with the District, the remaining balance shall be due and issued after the teacher's final regular paycheck and after the last day of employment with the District.

K. Tuition Reimbursement:

1. The Board will designate two hundred (\$200) per full-time teacher for the length of the contract for administration-approved workshops. The cost of the registration, substitute, travel and other out-of-pocket expenses will also be deducted from the (\$200) total amount.
2. The Board will designate an additional two thousand (\$2000) per full-time teacher for the length of the contract for college tuition and related expenses. Reimbursement will be paid upon successful completion of pre-approved graduate level courses taken toward completion of an advanced degree or for National Board Certification. Schedule of reimbursement will be paid as follows: 100% for a grade of (A) or (B) and 50% for a grade of (C).

- L. **CERTIFIED TEACHERS:** Any teacher obtaining an approved Master’s Degree (Approved by Administration), will receive a one-thousand (\$1,000.00) Bonus. Said bonus shall be paid upon receipt of an official transcript from the university to the district office. This is a one-time bonus.

- M. **FULL-TIME SECRETARY RETIREMENT BONUS**
 - 1. Secretaries will receive a retirement bonus in accordance to the following schedule provided the submit an irrevocable letter of resignation:

| | | |
|------|----------------|-----------|
| i. | 10 years | \$5,000. |
| ii. | 15 years | \$7,500. |
| iii. | 20 years | \$10,000. |

 - 2. Said bonus will be distributed into equal payments through their final year(s). The retirement incentive shall comply with all applicable state laws so that the district incurs no financial, actuarial, or other penalties of any kind.

- O. See attached for 2010-2011, 2011-2012, and 2012-2013 Salary Schedules.

ARTICLE VII GRIEVANCE PROCEDURE

- A. **DEFINITION AND PURPOSE:** A grievance shall mean a written complaint by a member of the BVEA that there has been an alleged violation, misinterpretation, or misapplication of the specific provisions of this agreement. Every employee shall have the right to present grievances in accordance with these procedures, the purpose of which is to secure, at the lowest possible administrative level, equitable solutions to valid grievances which may arise.

- B. **REPRESENTATION:** The grievant has the right to representation of choice in the grievance procedure. The grievant shall be present at all grievance discussions unless the Board, BVEA, and the grievant mutually agree that the grievant's presence is not desirable or necessary. When the presence of the grievant at a grievance hearing is required by either party, illness or incapacity of the grievant shall be grounds for any necessary extension of grievance procedure time limits.

- C. **TIME LIMITS:** A grievance must be filed within ten (10) school days of the occurrence of the event which gave rise to the grievance. The number of days indicated at each step in the procedure shall be considered as the maximum allowable to the parties and every effort shall be made to resolve the grievance as rapidly as possible.

- D. **CONSTRAINTS:** Any investigation or other handling or processing of any grievances by the grievant or the BVEA shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grievant or of the District's employees.

Failure of a grievant or the BVEA to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. Time limits may be extended by mutual agreement. If the BVEA or any employee files any claim or complaint in any form other than under the grievance procedure of this Agreement, then the District shall not be required to process the same claim or set of facts throughout the grievance procedure.

PROCEDURE:

- STEP ONE:** It is desirable for an employee and the immediate supervisor to resolve problems through free and informal communications. Therefore, before a grievance is filed, the claimant shall discuss the claim with most immediate supervisor.
- STEP TWO:** After the employee has conferred with the immediate supervisor without mutual satisfaction, the individual suffering the grievance will present evidence of said grievance in writing to the BVEA Grievance Committee who shall determine the validity of the written grievance. Once the grievance has been decided upon as being valid by the BVEA Grievance Committee the grievance shall be filed in writing with the immediate supervisor who shall certify by signature the date and hour the grievance was received. This certification shall be witnessed by the grievant. The written grievance shall state the nature of the grievance, note the specific clause or clauses of the agreement which are applicable, and shall state the remedy requested. The filing of the formal, written grievance must be within the (10) school days from the date of the occurrence of the event giving rise to the grievance. The supervisor shall make a decision on the grievance and communicate it in writing to the employee and the Superintendent within ten (10) school days after receipt of the grievance.
- STEP THREE:** In the event a grievance has not been satisfactorily resolved at the second step, the grievant shall file within ten (10) school days of the immediate supervisor's written decision at Step Two, a copy of the grievance with the Superintendent. Within ten (10) school days after receipt of the grievance, the Superintendent or his designee shall meet with the grievant to resolve the grievance. The Superintendent or his designee shall file an answer within ten (10) school days of the third step grievance meeting and communicate it in writing to the grievant and the immediate supervisor. The BVEA has the right to review and terminate the grievance procedure at this point.
- STEP FOUR:** If the grievance is to continue beyond Step Three, the grievance shall proceed to the Board of Education. The grievance will be considered on the same date as the next regularly scheduled monthly meeting of the Board of Education. A written decision will be rendered by the Board of Education within ten (10) school days of the fourth step grievance hearing.
- STEP FIVE:** If the grievance is not satisfactorily resolved by Step Four the grievance shall proceed to binding arbitration. The BVEA shall submit to the Superintendent a written request on behalf of the BVEA and the grievant to enter into binding arbitration. This request must be submitted within twenty (20) school days of receipt of the Step Four answer.

Arbitration proceedings shall be conducted by an arbitrator to be selected by the two parties from a roster of arbitrators provided by the American Arbitration Association or Federal Mediation and Conciliation Service. Within seven (7) school days after the BVEA requests binding arbitration, the two parties will request the American Arbitration Association or Federal Mediation and Conciliation Service to provide a panel of seven (7) arbitrators. Each of the two parties will alternately strike one name at a time from the panel until only one name shall remain. The remaining name shall be the Arbitrator. Expenses for the arbitrator's services shall be borne equally by the School District and the BVEA.

The decision of the Arbitrator shall be final and binding on the parties. The arbitrator, in his opinion, shall not amend, modify, nullify, ignore, or add to the provisions of the Agreement. The arbitrator's authority shall be strictly limited to deciding only the issue or issues presented to him in writing by the School District and the BVEA and his decision must be based solely and only upon his interpretation of the meaning or application of the express relevant language of the Agreement and not contrary to state and federal law.

ARTICLE VIII NO STRIKE CLAUSE

During the term of this agreement and any extension thereof no employee covered by this agreement, nor the BVEA, nor any person acting on behalf of the BVEA shall ever or any time engage in, authorize, or instigate any picketing, any recognition of any picket line at the School District's premises, any strike, slowdown, or other refusal to fulfill the terms and conditions of this contract.

In the event of any violation or violations of any provisions of this Article by the BVEA, its members, or representatives, or by any employee:

- A. Any violating employee shall be subject to discipline or discharge as deemed appropriate in the sole and unilateral discretion of the Board.
- B. The BVEA shall, upon notice from the Board, immediately direct such employees both orally and in writing to resume normal operations immediately and take every other reasonable effort to end any violations.

ARTICLE IX SCHOOL YEAR

- A. The school year will consist of one hundred eighty-five (185) days, including 5 emergency days. All unused emergency days will be used to shorten the school year. The first day of school shall be a one-half pupil attendance day and one-half day of teaching preparation.
- B. The school year for support staff will be outlined in the job description; developed jointly between administration and union.

ARTICLE X COMMUNICATIONS COMMITTEE

- A. The BVEA Communications Committee will meet the Superintendent as needed to discuss educational and other pertinent issues.

ARTICLE XI SENIORITY

- A. Seniority will be based upon the date that the Board of Education awarded tenure to the certified teacher. Seniority for the secretary and support staff will be based on their date of hire in accordance to their job classification.
- B. In case of tie between two or more certified teachers, the initial date of continuous employment by the Board of Education shall determine their rank.
- C. In case of tie in the initial date of continuous employment, the order in which the employee (certified teacher, secretary, support staff) appeared on the employment list of the Board of Education shall be the determinant.
- D. Certified Teachers: Adjustment to the seniority list is made on periods of absences in excess of five (5) unpaid working days except for military service. All adjustments will be made on a 185 day school calendar.
- E. Secretaries: Adjustment to the seniority list is made on periods of absences in excess of five (5) unpaid working days except for military service. All adjustments will be made in accordance to their specific job related calendar; as stipulated in their job description.
- F. Support Staff: Adjustment to the seniority list is made on periods of absences in excess of five (5) unpaid working days except for military service. All adjustments will be made in accordance to their specific job related calendar; as stipulated in their job description.
- G. It is the responsibility of the certified staff member to supply supportive documentation, including complete transcripts, concerning teacher area qualification. It is further the staff member's responsibility to provide the Superintendent with any evidence of changes or educational qualifications.
- H. The seniority list will be revised annually by Feb. 1 and will remain in effect the following school year.

ARTICLE XII BOARD AUTHORITY

- A. It is the law of the State of Illinois that the determination and administration of school policy, the operation and management of the schools, and the direction of employees are vested exclusively in the Board. It is the duty of all employees to carry out the policies and regulations as stipulated by the Board. The decision of the Board of Education in matters pertaining to the determination and administration of school policy, the operation and management of the schools, and the direction of employees shall be final.

- B. It is expressly understood and agreed that all functions, rights, powers, or authority of the administration of the School District and the Board of Education which are not specifically limited by the express language of this Agreement are retained by the Board provided however, that no such right shall be exercised so as to violate any of the specific provisions of this Agreement.

ARTICLE XIII EFFECT OF AGREEMENT

- A. COMPLETE UNDERSTANDING: 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.
- B. SAVINGS CLAUSE: Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect.
- C. WAIVER OF ADDITIONAL BARGAINING: The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or by specific agreement of the parties, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the School District and BVEA, for the life of this Agreement, each voluntarily and unqualifiedly waives any right which might otherwise exist under law, practice, or custom to negotiate over any matter during the term of this Agreement and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.
- D. TERM OF AGREEMENT:

This Agreement shall be effective _____,

and shall continue in effect through _____.

This Agreement is signed this _____ day of _____ 2010.

IN WITNESS WHEREOF:

FOR THE BELLE VALLEY
EDUCATION ASSOCIATION:
IFT LOCAL 4465

FOR THE BOARD OF
EDUCATION SCHOOL
DISTRICT NO. 119

Judi Herzog
President

Karen L. Kunz
President

Yvonne Martinich
Secretary

Joan McKay
Secretary