
PROFESSIONAL COLLECTIVE BARGAINING AGREEMENT
BETWEEN
BOURBONNAIS ELEMENTARY SCHOOL DISTRICT NO. 53
BOARD OF EDUCATION
AND
BOURBONNAIS EDUCATION ASSOCIATION

2011-2014
May 5, 2011

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ARTICLE I
INTRODUCTION

A. **RECOGNITION**

The Board of Education of Bourbonnais Elementary School District #53, Kankakee County, Illinois, hereafter referred to as the "Board" recognizes the Bourbonnais Education Association/I.E.A.-N.E.A./N.E.A., hereafter referred to as the "Association", as the sole and exclusive bargaining agent of all full and part-time regularly employed certified teaching personnel, including Social Workers, Psychologists, and Nurses, hereafter referred to as "Teachers", with regard to wages, hours, terms and conditions of employment, except for the Superintendent, Assistant Superintendent, Building Principal(s), Assistant Principal(s), Substitute Teachers, Pupil Personnel Service Administrator, Reading Coordinator, Teacher Aides with or without teaching certificates, and all certified/non-certified non-teaching personnel as well as other employees who are supervisory, managerial and/or confidential, as defined by Public Act 83-1014 and the IELRB subsequent rulings, as well as those teachers and other personnel who are employed and/or supervised by any cooperative agency whose duty is to serve the Board. Any full or part-time regularly employed certified teacher who is designated as a consulting teacher who is employed by the Board is a member of this bargaining unit.

B. **SCOPE**

It is the intention of this Agreement to provide for an effective and continuing means of communication between the Teachers represented by the Association, the Board, and the Administration.

This Agreement supersedes and cancels all previous agreements, verbal or written, between the School District and the Association and constitutes the entire Agreement between the parties.

Should any Article, Section or Clause of the 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.

The Board reserves unto itself, without limitation, all powers, rights and authority, duties and responsibilities conferred and vested in it by the laws of the Constitution of the State of Illinois and of the United States, including but without limiting the generality of foregoing right:

1. To retain administrative control of the District and its properties and facilities.
2. To direct the work of its employees, to determine the time and hours of operation and determine the kinds and levels of services to be provided and the methods and means of providing those services, including entering into contracts with private vendors for services.
3. To hire all employees, and subject to the provisions of the law, determine their qualifications and the conditions for their continued employment, discipline, dismissal, or demotion, and to promote, assign and transfer all such employees which is not in conflict with the terms of this Agreement.
4. To establish educational policies, goals, and objectives, to ensure rights and educational opportunities of students; to determine staffing patterns; to determine the number and kinds of personnel required in order to maintain the efficiency of District operations which is not in conflict with the terms of this Agreement.
5. To build, move, or modify facilities; to establish budget procedures and determine budgetary allocations, to determine the methods of raising revenue, and take action on any matter in the event of an emergency, which is not in conflict with the terms of this Agreement.
6. This list is not meant to be exclusive or to at all suggest limitation of the Board's power but merely an illustration of the Board's management abilities and rights.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities of the Board and by the Board in adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Illinois and the Constitution and laws of the United States.

ARTICLE II GRIEVANCE PROCEDURE

A. DEFINITION

A grievance shall mean a complaint that there has been a violation or misapplication of any of the specific provisions of this Agreement, and that such grievance must be filed fifteen (15) days from the time of the occurrence of the event complained of, and further, every teacher covered by this Agreement shall have the right to present grievances in accordance with these following procedures.

The written information contained in the filed grievance shall include: 1) a description of the specific grounds of the grievance, including names, dates, and places necessary for a complete understanding of the grievance; 2) a listing of the provisions of this Agreement which are alleged to have been violated, or misapplied; 3) a listing of specific actions requested of the administration which will remedy the grievance. All time limits consist of school days, except that when a grievance is submitted fewer than ten (10) days before the close of the current school term or during a time when school is not in session, time limits shall consist of all weekdays.

B. PROCEDURES

Any teacher(s) may at any time present grievances to the administration without intervention of the Association provided that the Association may have a local representative present at all meetings at the first stage.

At stages two and three, the grievant may use any Association representative.

The failure of a teacher or the Association to act within the time limits will act as a bar to any further appeal, and an administrator's failure to render a decision or meet within the time limits set forth shall permit the teacher(s) or Association to proceed to the next step. Time limits may be extended only by mutual agreement.

Hearings and conferences held under this procedure shall be conducted by mutual agreement.

Before a grievance is filed, a sincere attempt should be made to resolve any difference informally between the aggrieved and the Principal or whoever the grievance is against. At this meeting the Association is entitled to be present if requested by the teacher(s).

If the Association and the Superintendent agree, step one of the grievance procedure may be bypassed and the grievance brought directly to step two.

If the Association and the Superintendent agree, a grievance may be submitted directly to arbitration.

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 two.

No employee shall be required to discuss any grievance if the Association's representative is not present.

The Board and the administration shall provide the Association with relevant information requested by the Association in its investigation of any grievance.

All records related to a grievance shall be filed separately from the personnel files of the teacher.

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

C. FIRST STAGE

The filing of the grievance at the first stage must be within fifteen (15) school days of the occurrence of the grievance. The meeting with the Principal, and/or appropriate District representative, will take place within five (5) school days of the receipt of the written grievance. The Principal, or appropriate District representative, who has authority to make a decision on the grievance, shall make such decision and communicate it in writing within five (5) school days after the meeting, to the teacher, Superintendent, the Association President, and the Association's representative for the grievance.

D. SECOND STAGE

In the event a grievance has not been satisfactorily resolved at the first stage, the aggrieved teacher or his/her Association designee will file within five (5) school days of the receipt of the Principal's (or appropriate District representative) written decision at the first stage, a letter to the Superintendent requesting a meeting.

Within five (5) school days after such written grievance is received by the Superintendent, the aggrieved, the Association Grievance Committee, not here or hereafter to exceed four (4) members, the Principal, and/or the Superintendent or his designee, and other representative, will meet to resolve the grievance. The Superintendent will file an answer within five (5) school days for the second stage grievance meeting and communicate it in writing (including the reasons for the decision) to the teacher, Principal, Association President, and the Association's representative for the grievance.

E. THIRD STAGE

If the grievance is not resolved satisfactorily to the Association after the second stage, there shall be a third step of impartial, final, and binding arbitration under the Voluntary Labor Arbitration practices of the American Arbitration Association, 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 two answer, then the grievance shall be deemed withdrawn.

The parties shall jointly request the American Arbitration Association to submit to them a list of five (5) arbitrator's names and qualifications. Either party may reject one list in its entirety and request that another list be submitted. From such list, the party requesting the arbitration shall strike two names and the other party shall then strike two names. The person whose name remains shall be the arbitrator. The arbitrator selected shall be jointly notified of his selection and requested to contact the parties with respect to setting up a time for a hearing. All expenses incurred shall be shared equally by the Board and Association. It is understood that such expenses will be limited to the arbitrator's fee. Any legal expenses incurred should be paid for by the party engaging the legal counsel.

Insofar as such arbitration is limited solely and simply to interpretation and implementation of the terms of this contract, both parties agree to abide by the results of the findings of the arbitrator. The arbitrator shall not have the power to add to, subtract from, alter or modify in any way, any of the terms or conditions of this Agreement. It shall be the function of the arbitrator, and he shall be empowered, except as his powers are limited below, after due investigation, to make decisions in cases of alleged violation of the specific Articles and Sections of this Agreement.

1. He shall have no power to establish salary structures.
2. He shall have no power to change any practice, policy, or rule of the Board nor to substitute his judgment for that of the Board as to the reasonableness of any such practice, policy, rule, or any action taken by the Board. His powers shall be limited to deciding whether the Board has violated the expressed Articles or Sections of the Agreement.
3. He shall have no power to decide any questions which under this Agreement is within the responsibility of management to decide. In rendering decisions, the arbitrator shall give due regard to the

responsibilities of management and shall so construe such responsibilities, except as they may be specifically conditioned by the Agreement.

4. All claims for back wages shall be limited to the amount of wages that a teacher would have otherwise earned, less any unemployment. In any case, an award shall not go back further than the beginning date of this Agreement.

All evidence presented at stages one and two may be introduced at step three.

ARTICLE III GENERAL CONDITIONS

A. PERSONNEL FILES

Current employment records of all District 53 personnel shall be maintained by the Superintendent or his designee and housed in a central file in the administrative office. The District shall keep a central personnel file for each teacher. Material not maintained in the central personnel file may not provide the basis for discipline against a teacher. Whenever any evaluation information is placed in a teacher's personnel file, the teacher shall receive a copy of said material. The teacher shall have the right to attach to the material a written reaction within thirty (30) school days. During the summer, days shall be defined as work days. Any information that is exempt as outlined in the Illinois Employee Records Act, as amended 1988, is not available for review or copying. Each teacher shall have the right to attach to the material a written reaction to its contents placed there prior to August 23, 1989. Upon appropriate request, a teacher may inspect his personnel file subject to the following:

1. Inspection shall occur during non-working hours, including lunch and break periods, upon a forty-eight (48) hour notice. Upon request, a teacher who has a written grievance on file who is inspecting his personnel file with respect to such grievance may have a representative present during such inspection. In all cases, the Superintendent and/or his/her designee shall be present when a file is being inspected.
2. Copies of materials in a teacher's personnel file shall be provided the teacher upon request if such materials are not confidential or are exempt as outlined in the Illinois Records Act, as amended 1988. The teacher shall bear the reasonable cost of duplication established by this Board.
3. Pre-employment information, e.g. reference checks and responses or information provided the administration with the specific request that it remain confidential, shall not be subject to inspection or copying.

Teachers will be notified before a formal, written warning or reprimand is placed in their personnel file.

B. PRINTING OF AGREEMENT

The cost of printing this Agreement shall be borne equally by the Board and the Association.

C. TEACHER AND ASSOCIATION RIGHTS

1. Teachers shall be treated in a professional and courteous manner.
2. Employee Discipline-When a teacher is required to appear before the Board concerning disciplinary action, the teacher shall be entitled to have a representative present. Further, when a teacher is required to appear before the Board, the teacher shall be advised in writing of the reasons for that appearance.
3. The Board shall deduct from each Association member's pay, the current dues of the Association, as verified by the Association President and provided that the Board has a teacher-executed authorization for the dues deduction. All dues deducted by the Board shall be consistent with the Illinois Education Labor Relations Act.

4. The Association shall be permitted the use of a bulletin board in the teacher's lounge that is located in each school building. The Association shall be permitted the use of District copying machines provided that it does not interfere with the normal business uses of said machines and further provided that the Association reimburses the District for the cost of copying (or Association supplies the paper). The Association may use faculty mailboxes for a reasonable volume of appropriate announcements related to negotiations and other association business on behalf of the members of the negotiating unit except for political material or material promoting political candidates, which shall not be displayed or distributed through the school mail.
5. The Association may hold business meetings as needed on school property provided such meetings in no way interfere with any aspects of the instructional programs. The schedule for such meetings is to be approved by the Superintendent and also such meetings shall entail no additional maintenance or custodial expense to the District. If such expense exists, it shall be paid by the Association.
6. The Association will be provided, upon request, a copy of the annual District financial audit, budget, and enrollment data pertinent to negotiations.
7. The President of the Association shall receive the agenda and the approved minutes that the Board Members received in their packets for the duly designated Board meetings.
8. Fair Share: Each bargaining unit member, 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 equivalent to the amount of dues uniformly required of members of the Association, including local, state and national dues.

In the event that the bargaining unit member does not pay his/her fair share fee directly to the Association by a certain date as established by the Association, the Board shall deduct the fair share fee from the wages of the non-member.

Such fee shall be paid to the Association by the Board no later than ten (10) days following deduction.

In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with the 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
- (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 all 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 judgment of a court or administrative agency as a direct consequence of the Employer's non-negligent 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 this Article.

The obligation to pay a fair share fee will not apply to any Employee who, on the basis of a bonafide religious tenet or teaching of a church or religious body of which such Employee is a member or a belief sincerely held with the strength of traditional religious views, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collection of the entire fee, the Association will make payment on behalf of the

Employee to a mutually agreeable non-religious charitable organization as per Association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.

D. NO STRIKE

It is agreed and understood that there will be no strike, work stoppage, slow-down, or other concerted action or refusal or failure to fully and faithfully perform job functions and responsibilities or other interference with the operations of the District by the Association or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.

The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all teachers to do so. In the event of a strike, work stoppage, slow-down, or other interference with the operations of the District by teachers who are represented by the Association, the Association agrees that within twenty-four hours of notice by the District, it will deliver the following notice to each striking teacher:

"To all teachers of the District represented by the Association. You are hereby advised that the action against and interference with the operations of the District which took place on (date) is unauthorized by the Association and in violation of the Collective Bargaining Agreement. You are further notified that such action is unlawful in this state, and you are thereby subject to severe penalties imposed by the District. The Association is not obligated and will not defend teachers striking in defiance of the provisions of this Agreement. You are directed to cease this action and interference immediately and return to your positions."

An authorized official of the Association shall sign the notice. In the event of any such action or interference, the District shall take whatever affirmative action is necessary and within its authority to prevent and bring about the termination of such action or interference. Such affirmative action shall include the immediate disavowal and refusal to recognize any such action or interference, and the District immediately shall instruct any and all teachers to cease their misconduct and inform them that their misconduct is in violation of the Agreement, subjecting them to disciplinary action.

In the case of any strike, slow down, or other suspension of work not authorized by the Association, its officers, or agents and not called in compliance with the terms and provisions of this Agreement, the District agrees that such violation of this Agreement shall not cause the Association, its officers or agents to be liable for damages provided that the Association complies fully with the following:

1. The Association's obligations to take action shall commence upon receipt of notice from the District that a violation has occurred.
2. Upon receipt of such notice, the responsible Association representative shall notify those teachers responsible for participating in violation that: 1) the appropriate remedy is the grievance procedure; 2) the teachers' action is in violation of the Agreement subjecting the teacher to disciplinary action, and; 3) the Association has not authorized the strike or suspension of work and does not approve or condone it.

The Board and the Association recognize that strikes and other forms of work stoppage by members of the exclusive bargaining unit are contrary to the continuity of educational programs. The Board and Association subscribe to the principle that differences shall be resolved by peaceful and appropriate means, and agreements shall result from negotiating in good faith. The Association, therefore, agrees that there shall be no strikes, work stoppages, or other refusal to perform work by the teachers during the term of this Agreement.

E. NEGOTIATIONS PROCEDURE

The parties shall commence bargaining for a successor agreement on or before May 15.

It is agreed that the parties will jointly request the Federal Mediation and Conciliation Service (FMCS) if either party to this agreement declares impasse. Should FMCS be unavailable, the parties shall immediately commence discussions as to a replacement. In the event that the parties cannot agree upon a replacement, the Illinois Education Labor Relations Board shall be notified.

ARTICLE IV
LEAVES

A. **SICK LEAVE**

Each teacher shall be entitled to twelve (12) days for sick leave per school term without loss of pay. Sick leave shall be cumulative. Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household. For purposes of this Section, immediate family shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, daughters-in-law, sons-in-law, and legal guardians. All employees covered by this Agreement may access their sickleave balance on line using their employee computer access.

B. **EXTENDED FAMILY BEREAVEMENT LEAVE**

The teacher shall be granted from accumulated sick leave, up to three (3) days of bereavement leave per occurrence, for a death in the extended family. The term "extended family" of an employee shall be regarded to include foster parents, adoptive parents, stepmother, stepfather, aunts, uncles, cousins nieces, and nephews.

C. **UNPAID FAMILY/MEDICAL LEAVE OPTION**

An unpaid leave of absence of up to ninety (90) school days without pay for the purpose of child care, adoption, foster care, or serious medical illness of the teacher, spouse, child, or parent shall be granted by the Board.

The teacher shall receive full credit for salary schedule advancement during the leave.

Use of sick days prior to the leave of absence shall be at the discretion of the teacher consistent with the contract.

The above provision supplements the FMLA policy of the District, which is attached to this contract, except that Section 3 E of the policy is suspended for the duration of the contract.

D. **JURY DUTY**

A teacher will be excused at full pay for the purpose of fulfilling jury duty. Teachers shall refund to the District any moneys received for jury duty less travel allowance involved.

E. **MILITARY LEAVES**

Military Leave shall be granted for National Guard or Reserve duty over which the teacher has no control. During the teacher's absence, the salary will be reduced in the amount of the base salary the teacher receives for his/her services.

F. **LEAVES OF ABSENCE**

1. A leave of absence without pay for health, child adoption, travel, or for professional studies may be granted to a tenured teacher by the Board of Education for a period not to exceed one hundred eighty (180) school days or less, upon the recommendation of the Superintendent.

The granting of leaves of absence is a separate matter for each teacher and is based upon individual facts of each case. The fact that a leave is granted to one teacher shall not be a precedent for granting of a leave to another teacher.

A teacher on leave of absence may keep his or her health insurance in effect by paying the full premium.

All leaves of absence shall be granted with full understanding that the teacher may be assigned to any position for which he or she is qualified upon completion of the leave. Every consideration shall be given to returning the teacher to his/her former position. Teachers on leave shall be subject to the same reduction in force displacements as any other tenured teacher. A teacher on leave who is unable to

return to service at the beginning of the school term following the period for which the leave was granted or extended must submit a letter of resignation.

Absence of such a letter automatically terminates the teacher's employment and tenure rights. Acceptance of full time employment elsewhere during the term of a leave of absence automatically cancels the leave and terminates employment unless such employment is mutually agreed upon by the Board of Education and the teacher. A teacher who is on a leave of absence for one hundred eighty (180) school days does not advance on the salary schedule for that year and does not acquire a year of service for that year. A teacher on leave of absence retains any unused accumulated sick leave usable upon return to regular employment but does not earn additional sick leave until the teacher returns to service.

2. A leave of absence without pay for maternity leave purposes only shall be granted to a teacher for ninety (90) school days. The preceding language in this Article shall also apply to this leave. A teacher desiring a leave of absence shall notify the Superintendent or his/her designee of the intent to take such leave at least thirty (30) days prior to the beginning date of such leave. The Superintendent and teacher shall mutually agree upon the date on which the teacher is to return to work.

G. PERSONAL LEAVE

Teachers will be allowed three (3) days without reason, as personal days, during the course of the school term. Each of the aforementioned days shall be with full pay. The third day taken within the same school year shall be subtracted from accumulated sick leave. If no sick leave is available, the day will be docked.

Three (3) days notice shall be required, unless the request is of an emergency nature.

Personal days will not be used immediately before or after a holiday, days when parent-teacher conferences have been scheduled, the first week of school, and days on which formal testing has been scheduled, except in case of emergency, or to enable a teacher to drive a dependent child to or from college, or subject to the recommendation of the building administrator and the discretion of the Superintendent.

At the end of each school year, any unused personal days shall be converted to sick leave days.

H. ASSOCIATION LEAVE

The Board agrees that the local Association shall have ten (10) days in the aggregate in order to send a representative to local, state, and national conferences or other local business pertinent to Association affairs subject to the following:

1. That such request for leave be submitted to the Superintendent at least one (1) week prior to the date requested for the leave.
2. That a substitute can be found for the teacher leaving for the conference.
3. That the Association reimburse the District for the cost of the above mentioned substitutes over the aggregate of ten (10) days.

I. SABBATICAL LEAVE

1. Purpose

Application for Sabbatical Leave may be made for advanced study. Requests for study shall include the area of study to be pursued and the institution at which work will be taken.

2. Qualification and Application

In order to be considered for a Sabbatical Leave, applicants must:

- a. Complete a total of seven (7) years of teaching experience in Bourbonnais Elementary District.

- b. Submit a request for Sabbatical Leave for the ensuing school year to the Superintendent of Schools in writing prior to February.
3. Stipend
Compensation to the recipient of a leave shall be as follows:
- a. During absence pursuant to such leave, such teacher shall receive the same basic salary as if in actual service, except that there may be deducted there from an amount equivalent to the amount payable for substitute service. However, such salary after deduction for substitute service shall in no case be less than the minimum provided by School Code 105 ILCS 5/24-6.1 (Sabbatical Leave) or one-half (1/2) of the basic salary, whichever is greater.
 - b. The stipend shall be paid by check twice monthly during the period of leave.
 - c. No pay and allowance other than the contractual salary shall apply during leaves of absence except that the Board shall pay the contribution to the Teacher's Retirement System computed on the salary of such person for the year immediately prior to the leave.
 - d. While on leave, the recipient shall neither accrue or be charged for sick leave.
4. Obligation of Recipient to District
Certified teachers accepting leaves of absence shall do so with the understanding that:
- a. Any teacher applying for such leave must agree to return to the system for at least two years following such leave or to reimburse the Board for all money paid to him while on leave. Any teacher taking such leave is to give a note to the school system with sufficient security to secure his good faith with the school district.
 - b. The person on leave shall not engage in any activity unless the activity is directly related to the purpose for which the leave is granted and is approved by the Board. This does not preclude the acceptance of a grant or scholarship.
5. Number of Leaves and Priority
In the event several qualified applicants request Sabbatical Leave, the following rules will apply:
- a. Not more than two percent (2%) of the qualified teachers may be granted Sabbatical Leave in any one year, subject to satisfactory filling of position.
 - b. Priority
 - 1) In the granting of Sabbatical Leave, first consideration shall be given to those applicants whose programs give promise of the greatest professional benefit to the School District.
 - 2) Second priority shall be based on years of professional teaching service in Bourbonnais.
 - c. In the event applications for leave exceed the number of leaves to be granted, unsuccessful applicants will receive top priority for leaves during the following years.

ARTICLE V
WORKING CONDITIONS

A. SCHOOL CALENDAR

The school calendar shall not exceed one hundred and eighty (180) workdays.

In addition, five (5) days shall be designated as snow or emergency closing days, which will be used in lieu of days lost from the days stated above because of emergency school closing and which, if not used, will be declared non-student attendance days at the end of the school term. Teachers shall be present for one (1) day prior to pupil attendance:

1. The day immediately prior to the beginning of school shall be for formalized in-service. The Association shall be provided with no less than one (1) hour meeting time during the general session on the first institute day.
2. Part of a teacher's professional duty is to have his/her classroom neat and attractive thus providing a welcoming atmosphere for the students on their first day of school. Teachers shall be compensated for preparing classrooms prior to the beginning of the school year at a rate of \$12 per hour for a maximum of ten (10) hours. In collaboration with the Building principal, teachers can schedule time during ten (10) agreed upon weekdays prior to the first day of school.

The time schedule for the last day of pupil attendance shall be determined by the Superintendent of Schools.

For the workday preceding the Thanksgiving holiday and the Christmas holiday, dismissal time shall be at the close of the period after five (5) clock hours of instruction.

B. EARLY DISMISSAL

Emergency dismissal - On occasions when the student body is dismissed from school for emergency reasons, teachers may be dismissed after the students have left the building.

C. TEACHER ABSENCES

Except in cases of emergency, Teachers who will be absent shall attempt to call the Building Principal or his/her designee before 6:30 a.m. to report that they will not be reporting for work and state the reason for the absence. It is desirable to call the night before if it is possible.

D. LESSON PLANS

Each teacher shall have complete lesson plans for each day's work and have them available at his/her desk during working hours. These plans would include specific page numbers and sufficient information for a substitute teacher to carry on the regular lesson.

E. DUTY FREE LUNCH

Each teacher shall have a duty free lunch period of no less than thirty (30) minutes. Teachers are not required to remain on district property during this lunch period.

F. MEETING WITH SUPERINTENDENT AND UNION

A committee made up of the Association President and one local Bourbonnais Education Association representative per building shall meet monthly with the Superintendent and/or his designee providing an agenda has been shared and a mutual time and place has been agreed to.

G. NOTIFICATION OF ASSIGNMENTS

Thirty (30) days prior to the beginning of the school term Teachers shall be notified in writing of a change in their teaching assignment for the following term as to attendance center locations, or subject assignment. Every effort shall be made to notify teachers of a change in room assignment at least thirty (30) days prior to the beginning of the school year. If a teacher is required by the District to move from one classroom/office to another, fifteen (15) days or less prior to the beginning of the school year, the teacher will be paid \$75 as compensation.

Upper Grade Center/content area teachers shall not be required to teach more than six (6) academic classes per day. Teachers may be requested by the administration to teach an additional class with compensation of \$5,000 per year (\$2,500 per semester). Teachers have the right to decline such a request.

H. TEACHERS' WORKDAY

The length of the workday for all certified classroom teachers shall be 460 consecutive minutes between the hours of 7:30 AM and 4:00 PM contingent upon the following:

1. Teachers shall remain past their building workday if they are involved in any staff meetings, staffings, curriculum meetings, etc. at the discretion of the administration. These meetings should conclude no more than 35 minutes past the regular workday. A teacher required by administration to stay beyond 35 minutes past the regular workday for a meeting shall be paid at the rate of \$20.00 per hour. However, the District may require teachers to work up to 3 evenings per school year with no additional compensation for one open house and two other school events as determined by the building administration. (See Article VIII, A.)
2. School will be dismissed after five (5) clock hours on the Friday prior to the date that report cards are to go home. This time is to be spent by the classroom teachers for the purpose of completing student report cards.
3. Teachers at the Upper Grade Center shall be scheduled to have one (1) class period per day as planning, conferencing, preparation period. Teachers in the lower grade buildings shall be scheduled to have a minimum of a 45-minute period, per day, that may be used for planning, conferencing, and other educational related activities. Thirty minutes of the aforementioned period shall be consecutive.

I. BUS DUTY

Bus duty outside of the teacher's contractual time (460 minutes) shall be paid as per Article VI Section D. Certified staff members who are interested shall sign up for this duty in their building office. The building principal has the right to deny any staff member's request who in his/her opinion does not have the ability to handle large group supervision. Bus duty shall be equally assigned among all volunteers in each building on a rotating basis. The volunteers in each building will decide how to rotate the duty. Said rotation schedule shall be subject to approval by the building principal.

If the necessary number of supervisors is not filled on a voluntary basis, it shall be the responsibility of the building principal to appoint certified staff to stand bus duty on a rotating basis.

J. LUNCH ROOM SUPERVISION

Certified staff members will be available during critical times of lunch room dismissal (not to exceed 15 minutes) to be determined on an individual building basis by the principal and his staff.

K. VACANCIES

Should a vacancy occur, that vacancy shall be posted in the Central Office and in each attendance center of the District one week prior to public notification except when an immediate replacement is necessary.

Should a vacancy occur during the summer, immediate notification shall be sent to the president of the Association.

L. COMMITTEE ASSIGNMENTS

A list of district and building committee assignments shall be posted by the end of September and the end of January. The list is subject to change. No teacher shall be asked to serve on more than three building and/or District committees at one time.

ARTICLE VI
SALARY

A. **SALARY PROVISIONS**

1. **Experience Credit**

- a. Full credit for applicable previous teaching experience may be given on the salary schedule. Such experience must be applicable to the teaching assignment offered and must include full time teaching. The Board reserves the right to judge quality of experience to be counted on this schedule and make adjustment in new teacher placement as deemed necessary according to the District's needs.
- b. Credit shall be allowed for military service when the service time follows full time employment in District 53. This credit shall not exceed two (2) years.

2. **Retirement Benefit Payments**

- a. The Board shall pay the teacher's required contribution to the Teachers' Retirement System on base pay and any additional compensation available under Paragraph F 2 (Health Insurance) up to the amount that is in effect on July 1, 2011 for the duration of the agreement
- b. The Board agrees to pay the teacher's required contribution to the Teachers' Retirement Insurance Program on base pay and additional compensation available resulting from the difference between single and family insurance premiums (see F. Health Insurance #2) up to the amount that is in effect on July 1, 2011 for the duration of the agreement.

3. **Movement on Pay Schedule**

- a. A teacher may move only one step at a time-vertically.
- b. All pre-approved graduate credit hours will count toward horizontal advancement on the salary schedule. Requests for salary adjustments for degrees and pre-approved courses successfully taken must be filed by the teacher with the Superintendent by October 15th and February 15th. The request must be supported by an official transcript. Complete requests filed by October 15th shall receive the full horizontal step increment beginning October 30th. Complete requests filed by February 15th shall receive one-half the horizontal step increment beginning February 28th.

4. **Required Coursework**

A teacher may be required to pursue particular academic courses to strengthen his or her background for job responsibilities if the administrators judge such a deficiency in training exists.

5. **Continuing Education Benefit**

Upon completing an approved graduate class with a grade of "A" or "B," the Board shall reimburse a teacher in the amount of up to \$175 per semester hour for all pre-approved graduate credit hours (per Article VIII A). Reimbursement is limited to six credit hours per school year.

B. **EXIT RETIREMENT BENEFIT**

Teachers with at least fifteen (15) years of experience with the District are eligible for the following retirement benefit:

When a teacher gives the Board an irrevocable written notice of retirement by June 1 the year prior to the year of retirement (for example, June 1, 2011 for retirement at the end of 2011/2012 school year), the Board shall remove the teacher from the salary schedule and pay a 6% retirement benefit, inclusive of any other increase in total compensation, calculated from their previous salary lane and step on the salary scale for the teacher's remaining year of service. In no case shall a teacher be eligible to receive the 6% retirement benefit for more than one (1) year. The teacher will be eligible to work and be paid up to 106% of their earned extra duty pay from the previous year, as long as the

position or activity is available. If the position or activity had been cut or eliminated, then the teacher will be eligible to work a different position or activity as long as the position or activity is vacant and the teacher qualifies for that position or activity.

This retirement incentive shall not be available to any teacher whose retirement would otherwise give rise to an ERO penalty or any other penalty or additional contribution under TRS to be paid by the Board.

When a teacher submits an irrevocable notice of retirement under this section, the teacher shall be removed from the salary schedules. The retirement benefit shall be paid as a salary increase during the school year when the retirement incentive is received. The calculations of the salary increase pursuant to the retirement benefit shall be based upon the lane and step on the salary scale for the school year immediately preceding the school year when the teacher will first receive this retirement benefit. In no case shall an increase in a teacher's TRS creditable earnings during a school year when the teacher receives this retirement benefit exceed six percent (6%) of the creditable earnings for the previous school year. There shall be no limit to earnings a teacher may earn which are exempt from the TRS 6% rule.

Teachers with at least twenty (20) years of experience with the District are eligible for the following retirement benefit:

When a teacher gives the Board an irrevocable written notice of retirement by June 1 two (2) years prior to the year of the retirement, (for example, June 1, 2011 for retirement at the end of the 2012/2013 school year), the Board shall remove the teacher from the salary schedule and pay a 6% retirement benefit, inclusive of any other increase in total compensation, calculated from their previous salary lane and step on the salary scale for the teacher's remaining year of service. In no case shall a teacher be eligible to receive the 6% retirement benefit for more than two (2) years. The teacher will be eligible to work and be paid up to 106% of their earned extra duty pay from the previous year, as long as the position or activity is available. If the position or activity had been cut or eliminated, then the teacher will be eligible to work a different position or activity as long as the position or activity is vacant and the teacher qualifies for that position or activity.

This retirement benefit shall not be available to any teacher whose retirement would otherwise give rise to an ERO penalty or any other penalty or additional contribution under TRS to be paid by the Board.

When a teacher submits an irrevocable notice of retirement under this section, the teacher shall be removed from the salary schedules. The retirement benefit shall be paid as a salary increase during the school year(s) when the retirement benefit is received. The calculations of the salary increase pursuant to the retirement benefit shall be based upon the lane and step on the salary scale for the school year immediately preceding the school year when the teacher will first receive this retirement benefit. In no case shall an increase in a teacher's TRS creditable earnings during a school year when the teacher receives this retirement benefit exceed six percent (6%) of the creditable earnings for the previous school year. There shall be no limit to earnings a teacher may earn which are exempt from the TRS 6% rule.

Teachers with at least twenty-five (25) years of experience with the District are eligible for the following retirement benefit:

If a teacher gives the Board an irrevocable written notice of retirement by June 1st three (3) years prior to the year of the retirement, (for example, June 1, 2011 for retirement at the end of the 2013/2014 school year), the Board shall remove the teacher from the salary schedule and pay a 6% retirement benefit, inclusive of any other increase in total compensation, calculated from their previous salary lane and step on the salary scale for the teacher's remaining year of service. In no case shall a teacher be eligible to receive the 6% retirement benefit for more than three (3) years. The teacher will be eligible to work and be paid up to 106% of their earned extra duty pay from the previous year, as long as the position or activity is available. If the position or activity had been cut or eliminated, then the teacher will be eligible to work a different position or activity as long as the position or activity is vacant and the teacher qualifies for that position or activity.

This retirement benefit shall not be available to any teacher whose retirement would otherwise give rise to an ERO penalty or any other penalty or additional contribution under TRS to be paid by the Board.

When a teacher submits an irrevocable notice of retirement under this section, the teacher shall be removed from the salary schedules. The retirement benefit shall be paid as a salary increase during the school year(s) when the retirement benefit is received. The calculations of the salary increase pursuant to the retirement benefit shall be based upon the lane and step on the salary scale for the school year immediately preceding the school year when the teacher will first receive this retirement benefit. In no case shall an increase in a teacher's TRS creditable earnings during a school year when the teacher receives this retirement benefit exceed six percent (6%) of the creditable earnings for the previous school year. There shall be no limit to earnings a teacher may earn which are exempt from the TRS 6% rule.

Post-Retirement Bonus Option

For the duration of this contract, a teacher with an accumulated total of at least fifteen (15) or more years of full-time equivalent years of service in the District and has submitted an irrevocable written notice of retirement by May 1st, of the retirement year, may opt to retire and receive a post-retirement benefit bonus based on the following chart. Said bonus shall be paid in a single check, on the first scheduled District Payroll Date after September 1, of his/her retirement year. (This benefit will not be considered TRS Creditable Earnings and therefore is not subject to required TRS penalty contributions by the Employer.) This bonus is available if there is no additional cost to the District resulting from an ERO penalty or any other penalty or additional contribution under TRS to be paid by the Board.

15-20 years	\$6,000
21-25 years	\$7,000
26+ years	\$9,000

Salary - The salary schedule will remain the same as what is in place for the 2010-11 school year for the 2011-12 and 2012-13 school years. Certified staff will move one step per year on the salary schedule for the 2011-12 and 2012-13 school years in accordance with the guidelines of Article VI.C. In the 2013-14 school year, the salary schedule will be increased by 1%. Certified staff will receive their step plus 1% in the 2013-2014 school year. Certified staff earning additional graduate credits will be able to move across the salary schedule in all years of the agreement.

C. SALARY SCHEDULE

2011-2013 (without TRS)								
	BA	BA + 8	BA + 16	MA	MA + 8	MA + 16	MA + 24	MA + 32
1	\$31,840	\$32,588	\$33,353	\$34,136	\$34,937	\$35,758	\$36,597	\$37,457
2	\$32,588	\$33,353	\$34,136	\$34,937	\$35,758	\$36,597	\$37,457	\$38,336
3	\$33,353	\$34,136	\$34,937	\$35,758	\$36,597	\$37,457	\$38,336	\$39,236
4	\$34,136	\$34,937	\$35,758	\$36,597	\$37,457	\$38,336	\$39,236	\$40,157
5	\$34,937	\$35,758	\$36,597	\$37,457	\$38,336	\$39,236	\$40,157	\$41,100
6	\$35,758	\$36,597	\$37,457	\$38,336	\$39,236	\$40,157	\$41,100	\$42,065
7	\$36,597	\$37,457	\$38,336	\$39,236	\$40,157	\$41,100	\$42,065	\$43,053
8	\$37,457	\$38,336	\$39,236	\$40,157	\$41,100	\$42,065	\$43,053	\$44,064
9	\$38,336	\$39,236	\$40,157	\$41,100	\$42,065	\$43,053	\$44,064	\$45,099
10	\$39,236	\$40,157	\$41,100	\$42,065	\$43,053	\$44,064	\$45,099	\$46,158
11	\$40,157	\$41,100	\$42,065	\$43,053	\$44,064	\$45,099	\$46,158	\$47,241
12	\$41,100	\$42,065	\$43,053	\$44,064	\$45,099	\$46,158	\$47,241	\$48,351
13	\$42,065	\$43,053	\$44,064	\$45,099	\$46,158	\$47,241	\$48,351	\$49,486
14	\$43,053	\$44,064	\$45,099	\$46,158	\$47,241	\$48,351	\$49,486	\$50,648
15	\$44,064	\$45,099	\$46,158	\$47,241	\$48,351	\$49,486	\$50,648	\$51,837
16	\$45,099	\$46,158	\$47,241	\$48,351	\$49,486	\$50,648	\$51,837	\$53,054
17	\$46,158	\$47,241	\$48,351	\$49,486	\$50,648	\$51,837	\$53,054	\$54,300
18	\$47,241	\$48,351	\$49,486	\$50,648	\$51,837	\$53,054	\$54,300	\$55,575
19	\$48,351	\$49,486	\$50,648	\$51,837	\$53,054	\$54,300	\$55,575	\$56,880
20	\$49,486	\$50,648	\$51,837	\$53,054	\$54,300	\$55,575	\$56,880	\$58,215
21	\$50,648	\$51,837	\$53,054	\$54,300	\$55,575	\$56,880	\$58,215	\$59,582
22	\$51,837	\$53,054	\$54,300	\$55,575	\$56,880	\$58,215	\$59,582	\$60,981
23	\$53,054	\$54,300	\$55,575	\$56,880	\$58,215	\$59,582	\$60,981	\$62,413
24	\$54,300	\$55,575	\$56,880	\$58,215	\$59,582	\$60,981	\$62,413	\$63,878
25	\$55,575	\$56,880	\$58,215	\$59,582	\$60,981	\$62,413	\$63,878	\$65,378
26	\$56,880	\$58,215	\$59,582	\$60,981	\$62,413	\$63,878	\$65,378	\$66,913

2011-2013 (with TRS)								
	BA	BA + 8	BA + 16	MA	MA + 8	MA + 16	MA + 24	MA + 32
1	\$35,100	\$35,925	\$36,768	\$37,631	\$38,515	\$39,419	\$40,345	\$41,292
2	\$35,925	\$36,768	\$37,631	\$38,515	\$39,419	\$40,345	\$41,292	\$42,262
3	\$36,768	\$37,631	\$38,515	\$39,419	\$40,345	\$41,292	\$42,262	\$43,254
4	\$37,631	\$38,515	\$39,419	\$40,345	\$41,292	\$42,262	\$43,254	\$44,270
5	\$38,515	\$39,419	\$40,345	\$41,292	\$42,262	\$43,254	\$44,270	\$45,309
6	\$39,419	\$40,345	\$41,292	\$42,262	\$43,254	\$44,270	\$45,309	\$46,373
7	\$40,345	\$41,292	\$42,262	\$43,254	\$44,270	\$45,309	\$46,373	\$47,462
8	\$41,292	\$42,262	\$43,254	\$44,270	\$45,309	\$46,373	\$47,462	\$48,576
9	\$42,262	\$43,254	\$44,270	\$45,309	\$46,373	\$47,462	\$48,576	\$49,717
10	\$43,254	\$44,270	\$45,309	\$46,373	\$47,462	\$48,576	\$49,717	\$50,884
11	\$44,270	\$45,309	\$46,373	\$47,462	\$48,576	\$49,717	\$50,884	\$52,079
12	\$45,309	\$46,373	\$47,462	\$48,576	\$49,717	\$50,884	\$52,079	\$53,302
13	\$46,373	\$47,462	\$48,576	\$49,717	\$50,884	\$52,079	\$53,302	\$54,553
14	\$47,462	\$48,576	\$49,717	\$50,884	\$52,079	\$53,302	\$54,553	\$55,834
15	\$48,576	\$49,717	\$50,884	\$52,079	\$53,302	\$54,553	\$55,834	\$57,145
16	\$49,717	\$50,884	\$52,079	\$53,302	\$54,553	\$55,834	\$57,145	\$58,487
17	\$50,884	\$52,079	\$53,302	\$54,553	\$55,834	\$57,145	\$58,487	\$59,860
18	\$52,079	\$53,302	\$54,553	\$55,834	\$57,145	\$58,487	\$59,860	\$61,266
19	\$53,302	\$54,553	\$55,834	\$57,145	\$58,487	\$59,860	\$61,266	\$62,704
20	\$54,553	\$55,834	\$57,145	\$58,487	\$59,860	\$61,266	\$62,704	\$64,176
21	\$55,834	\$57,145	\$58,487	\$59,860	\$61,266	\$62,704	\$64,176	\$65,683
22	\$57,145	\$58,487	\$59,860	\$61,266	\$62,704	\$64,176	\$65,683	\$67,226
23	\$58,487	\$59,860	\$61,266	\$62,704	\$64,176	\$65,683	\$67,226	\$68,804
24	\$59,860	\$61,266	\$62,704	\$64,176	\$65,683	\$67,226	\$68,804	\$70,420
25	\$61,266	\$62,704	\$64,176	\$65,683	\$67,226	\$68,804	\$70,420	\$72,073
26	\$62,704	\$64,176	\$65,683	\$67,226	\$68,804	\$70,420	\$72,073	\$73,765

Employees hired after the 2001-2002 school year may only advance to Step 10 in the BA column, Step 12 in the BA+8 column, or Step 14 in the BA+16 column

2013-2014 (without TRS)								
	BA	BA + 8	BA + 16	MA	MA + 8	MA + 16	MA + 24	MA + 32
1	\$32,158	\$32,913	\$33,686	\$34,477	\$35,286	\$36,115	\$36,963	\$37,831
2	\$32,913	\$33,686	\$34,477	\$35,286	\$36,115	\$36,963	\$37,831	\$38,719
3	\$33,686	\$34,477	\$35,286	\$36,115	\$36,963	\$37,831	\$38,719	\$39,628
4	\$34,477	\$35,286	\$36,115	\$36,963	\$37,831	\$38,719	\$39,628	\$40,559
5	\$35,286	\$36,115	\$36,963	\$37,831	\$38,719	\$39,628	\$40,559	\$41,511
6	\$36,115	\$36,963	\$37,831	\$38,719	\$39,628	\$40,559	\$41,511	\$42,486
7	\$36,963	\$37,831	\$38,719	\$39,628	\$40,559	\$41,511	\$42,486	\$43,483
8	\$37,831	\$38,719	\$39,628	\$40,559	\$41,511	\$42,486	\$43,483	\$44,504
9	\$38,719	\$39,628	\$40,559	\$41,511	\$42,486	\$43,483	\$44,504	\$45,549
10	\$39,628	\$40,559	\$41,511	\$42,486	\$43,483	\$44,504	\$45,549	\$46,619
11	\$40,559	\$41,511	\$42,486	\$43,483	\$44,504	\$45,549	\$46,619	\$47,713
12	\$41,511	\$42,486	\$43,483	\$44,504	\$45,549	\$46,619	\$47,713	\$48,833
13	\$42,486	\$43,483	\$44,504	\$45,549	\$46,619	\$47,713	\$48,833	\$49,980
14	\$43,483	\$44,504	\$45,549	\$46,619	\$47,713	\$48,833	\$49,980	\$51,154
15	\$44,504	\$45,549	\$46,619	\$47,713	\$48,833	\$49,980	\$51,154	\$52,355
16	\$45,549	\$46,619	\$47,713	\$48,833	\$49,980	\$51,154	\$52,355	\$53,584
17	\$46,619	\$47,713	\$48,833	\$49,980	\$51,154	\$52,355	\$53,584	\$54,842
18	\$47,713	\$48,833	\$49,980	\$51,154	\$52,355	\$53,584	\$54,842	\$56,130
19	\$48,833	\$49,980	\$51,154	\$52,355	\$53,584	\$54,842	\$56,130	\$57,448
20	\$49,980	\$51,154	\$52,355	\$53,584	\$54,842	\$56,130	\$57,448	\$58,797
21	\$51,154	\$52,355	\$53,584	\$54,842	\$56,130	\$57,448	\$58,797	\$60,177
22	\$52,355	\$53,584	\$54,842	\$56,130	\$57,448	\$58,797	\$60,177	\$61,590
23	\$53,584	\$54,842	\$56,130	\$57,448	\$58,797	\$60,177	\$61,590	\$63,036
24	\$54,842	\$56,130	\$57,448	\$58,797	\$60,177	\$61,590	\$63,036	\$64,516
25	\$56,130	\$57,448	\$58,797	\$60,177	\$61,590	\$63,036	\$64,516	\$66,031
26	\$57,448	\$58,797	\$60,177	\$61,590	\$63,036	\$64,516	\$66,031	\$67,582
2013-2014 (with TRS)								
	BA	BA + 8	BA + 16	MA	MA + 8	MA + 16	MA + 24	MA + 32
1	\$35,494	\$36,328	\$37,181	\$38,054	\$38,947	\$39,862	\$40,798	\$41,756
2	\$36,328	\$37,181	\$38,054	\$38,947	\$39,862	\$40,798	\$41,756	\$42,736
3	\$37,181	\$38,054	\$38,947	\$39,862	\$40,798	\$41,756	\$42,736	\$43,740
4	\$38,054	\$38,947	\$39,862	\$40,798	\$41,756	\$42,736	\$43,740	\$44,767
5	\$38,947	\$39,862	\$40,798	\$41,756	\$42,736	\$43,740	\$44,767	\$45,818
6	\$39,862	\$40,798	\$41,756	\$42,736	\$43,740	\$44,767	\$45,818	\$46,893
7	\$40,798	\$41,756	\$42,736	\$43,740	\$44,767	\$45,818	\$46,893	\$47,994
8	\$41,756	\$42,736	\$43,740	\$44,767	\$45,818	\$46,893	\$47,994	\$49,121
9	\$42,736	\$43,740	\$44,767	\$45,818	\$46,893	\$47,994	\$49,121	\$50,275
10	\$43,740	\$44,767	\$45,818	\$46,893	\$47,994	\$49,121	\$50,275	\$51,455
11	\$44,767	\$45,818	\$46,893	\$47,994	\$49,121	\$50,275	\$51,455	\$52,663
12	\$45,818	\$46,893	\$47,994	\$49,121	\$50,275	\$51,455	\$52,663	\$53,900
13	\$46,893	\$47,994	\$49,121	\$50,275	\$51,455	\$52,663	\$53,900	\$55,166
14	\$47,994	\$49,121	\$50,275	\$51,455	\$52,663	\$53,900	\$55,166	\$56,461
15	\$49,121	\$50,275	\$51,455	\$52,663	\$53,900	\$55,166	\$56,461	\$57,786
16	\$50,275	\$51,455	\$52,663	\$53,900	\$55,166	\$56,461	\$57,786	\$59,143
17	\$51,455	\$52,663	\$53,900	\$55,166	\$56,461	\$57,786	\$59,143	\$60,532
18	\$52,663	\$53,900	\$55,166	\$56,461	\$57,786	\$59,143	\$60,532	\$61,953
19	\$53,900	\$55,166	\$56,461	\$57,786	\$59,143	\$60,532	\$61,953	\$63,408
20	\$55,166	\$56,461	\$57,786	\$59,143	\$60,532	\$61,953	\$63,408	\$64,897
21	\$56,461	\$57,786	\$59,143	\$60,532	\$61,953	\$63,408	\$64,897	\$66,421
22	\$57,786	\$59,143	\$60,532	\$61,953	\$63,408	\$64,897	\$66,421	\$67,980
23	\$59,143	\$60,532	\$61,953	\$63,408	\$64,897	\$66,421	\$67,980	\$69,576
24	\$60,532	\$61,953	\$63,408	\$64,897	\$66,421	\$67,980	\$69,576	\$71,210
25	\$61,953	\$63,408	\$64,897	\$66,421	\$67,980	\$69,576	\$71,210	\$72,882
26	\$63,408	\$64,897	\$66,421	\$67,980	\$69,576	\$71,210	\$72,882	\$74,593

D. PAYROLL DEDUCTIONS

Payroll deductions shall be made for the following upon the teacher's written request using the appropriate District form.

1. Association dues or Fair Share fee on a nine- (9) month schedule
2. Credit Union
3. Insurance premiums
4. Annuities that have been approved by the Board
5. Voluntary TRS service upgrades
6. Other deductions that have been mandated by outside agencies (child support payments, Medicare contributions, garnishments, tax liens, etc.)

E. PAYROLL DATES

1. Pay shall be distributed on the 15th and 30th of each month
2. A teacher may elect to have his/her pay distributed in either twenty-four (24) or eighteen (18) equal installments. If a teacher wishes to change his/her election of either twenty-four (24) or eighteen (18) equal installments, they must notify the payroll department in writing before September 1st of each school year. Teachers not returning at the beginning of the school year due to extended leave of absence shall be contacted by Central Office by September 1st to provide this notification.
3. If a regular pay date during the school term falls on a day when, bank deposits are not possible, teachers shall receive deposit of their checks on the last banking day prior to the standard pay date.
4. Teachers shall have their pay electronically deposited to the bank(s), etc. of their choice.

F. HEALTH INSURANCE

1. The District will pay 100% of the cost of hospital indemnity coverage. The District will pay 90% of the cost of single health insurance coverage. The District will pay 80% of the cost of family health insurance coverage. Any unused money toward insurance shall be retained in the insurance account February 16, 2011

For teachers hired before October 19, 1999, those teachers electing single or hospital indemnity coverage shall receive additional compensation. The amount of additional compensation shall be \$500 for 2011, and this clause eliminated for the 2012-13 school year and beyond.

2. The Board of Education and the Association shall maintain a joint Insurance Committee for the purposes of monitoring costs, investigating trends/options, and if necessary, updating the provisions of health insurance. The Committee shall be comprised of four (4) persons appointed by the Association, four (4) persons appointed by the Board, the Association president and the superintendent. Said Committee shall meet at regular intervals at least quarterly on dates agreed upon by both the Board and the Association.
3. Prior to a change in any health insurance benefits, those benefit changes shall be negotiated with the Association. Any recommended changes may be implemented upon the approval of the Board and the Association.

G. LIFE INSURANCE

For each certified teacher, the Board of Education will provide coverage under a group term life insurance policy for coverage in the amount of \$15,000. This policy shall also provide an accidental death and dismemberment clause for a like amount.

H. FLEX PLAN

The Board and Association agree to implement a flex plan per Section 125 of the Internal Revenue Service Code with respect to insurance premiums, dependent care, and medical costs.

I. DENTAL INSURANCE

The Board of Education shall pay 50% of the cost of single coverage for dental insurance for those electing such coverage. The additional cost for family coverage, if elected, will be paid by the employee.

J. PART-TIME TEACHERS

Part-time certified teachers shall receive a proportionate amount of salary, sick days, personal days, and contribution toward health insurance, and 1/2 the agreed upon life insurance. Part-time staff shall have the option of declining participation in the health insurance plan. They will receive no additional compensation for electing a lesser coverage or declining participation.

K. EXTRA DUTY

The following areas of teacher participation shall be considered as "Extra Duty" with the rate of pay as indicated (general duties, time schedule, etc. to be set by the Superintendent). The following list shall not be considered an all exclusive or inclusive listing, and the Board reserves the right to add, delete, or modify this listing during the term of the Agreement in the best interest of the School District. However, when there are changes, the Board will bargain the pay with the Association. All payments shall be made at the completion of the activity.

1. Method of Payment

All payments shall be included in a regular payroll distribution. All payments shall be made in a single lump sum payment at the conclusion of the activity except when the rate of pay for an individual extra duty assignment is \$1,000 or more. The teacher accepting such an assignment shall have the option of receiving the pay distributed equally over the period from the commencement of the activity to the end of the contract year. The teacher must notify the District Administrative Office in writing of the desire to exercise this option no later than one pay period prior to the commencement of the activity. The three (3) individuals who have had extra-duty compensation distributed through each school year shall be grandfathered as to said payment schedule.

2. Benefit Payments

- a. The Board shall pay the teacher's required contribution to the Teachers' Retirement System on extra duty pay up to the amount that is in effect on July 1, 2011 for the duration of the agreement.
- b. The Board agrees to pay the teacher's required contribution to the Teachers' Retirement Insurance Program on extra duty pay up to the amount that is in effect on July 1, 2011 for the duration of the agreement.

3. Procedure for additions to Extra Duty Pay Schedule

- a. The teacher shall present a proposal to the building principal for a new club or activity.
- b. If it is agreed that the club would benefit the students, the principal shall send a recommendation to the superintendent who in turn shall make a recommendation to the Board.
- c. Salary for the approved activity shall be set by the Superintendent and the Association subject to approval by the Board.

4. Procedure for obtaining chaperones

- a. Certified staff in the building where the event is to take place shall be given first opportunity to volunteer for chaperoning duty.
- b. If a vacancy exists, all other certified staff shall be able to volunteer for the chaperoning duty. Notification of the vacancy should be made one day prior to the day for sign up.
- c. If a vacancy still exists after steps A and B, all school-related personnel shall then have the opportunity to volunteer.

- d. If there are no volunteers, the administrator in charge of the event has the right to assign certified staff from his/her building to fill the vacancy. This should be done on a rotating basis.

5. Extra Duty Schedule

(Rates do not include employer paid TRS/THIS)

	2011-2014
a. General	
1. Bus Duty	\$14.50
2. Meetings extending 35 minutes beyond the building workday (per hour)	\$20.00
3. Curriculum Writing/Summer School (per hour)	\$32.00
4. (a) Detention – After School	\$14.50
(b) Detention – Saturday	\$71.50
5. Grant Writing – For successful competitive grants, 5% to max of	\$582.00
6. In-house Substitute	\$20.00
7. August Room Prep (Up to 10 hours) (per hour)	12.00
8. Grad Course Work (Up to 6 hours) (per hour)	\$175.00
b. Scholastic Programs	
1. (a) Field Trips – After School (per hour)	\$10.00
(b) Field Trips – Overnight (per night)	\$72.50
2. Fine Arts (Max 2 evening concerts) (per event)	\$108.50
3. Art Prep for Concerts (per teacher)	\$104.00
4. Jazz Band (1)	\$567.50
5. Math Contest (Max 3 plus State) (per event)	\$58.50
6. Music Personnel (4) (each)	\$830.50
7. Outdoor Ed (Camp Tecumseh) (1)	\$577.00
8. (a) Scholastic Bowl Sponsor (2) (each)	\$628.00
(b) Scholastic Bowl Contests (Beyond Regional, Max 3) (per event)	\$36.50
(c) Scholastic Bowl Moderator (per session)	\$49.00
(d) Scholastic Bowl Timer (per session)	\$26.00
(e) Scholastic Bowl Scorer (per session)	\$26.00
9. Science Club Sponsor (1)	\$401.00
10. Speech Coach (2) (each)	\$628.00
11. (a) Spelling Bee Coordinator (1)	\$293.50
(b) Spelling Bee Pronouncer (1)	\$55.00
(c) Spelling Bee Judge (1)	\$29.00
12. Student Council Sponsor (UGC) (2) (each)	\$831.00
13. (a) Yearbook Sponsor (UGC) (1)	\$1333.00
(b) Yearbook Sponsor (Other Buildings) (5) (each)	\$419.00
14. Chain Reaction Sponsor (1)	\$358.00
15. Student Council Sponsor (Liberty) (2) (each)	\$217.50

5. Extra Duty Schedule Continued

c. Intramural Sports		
1. Program Coordinator	(1)	\$1770.00
2. Program Coordinator Assistant	(1)	\$1175.00
3. (a) Basketball (UGC Boys)	(2) (each)	\$381.00
(b) Basketball (UGC Girls)	(1)	\$381.00
4. Golf (UGC)	(1)	\$381.00
5. Sports Choice (UGC Coed)	(1)	\$381.00
6. Volleyball & Badminton (UGC Girls)	(2) (each)	\$381.00
7. Basketball (Liberty Coed)	(2) (each)	\$715.50
8. Volleyball (Liberty Coed)	(2) (each)	\$715.50
d. Interscholastic Sports		
1. Athletic Director	(1)	\$2691.00
2. (a) Baseball (Boys)	(2) (each)	\$2170.00
(b) Baseball JV (Boys)	(1)	\$1519.00
3. (a) Basketball (8th Boys)	(1)	\$3701.00
(b) Basketball (7th Boys)	(1)	\$3701.00
(c) Basketball (6th Boys)	(2)	\$2369.00
(e) Basketball (8th Girls)	(1)	\$2961.00
(f) Basketball (7th Girls)	(1)	\$2961.00
4. Cheerleading Sponsor	(1)	\$1598.00
5. Cross-Country	(2) (each)	\$1581.00
6. Softball (Girls)	(2) (each)	\$2170.00
7. Track	(4) (each)	\$2187.00
8. (a) Volleyball (8th Girls)	(1)	\$2961.00
(b) Volleyball (7th Girls)	(1)	\$2961.00
(c) Volleyball (6th Girls)	(2)	\$2330.00
9. Extended Sport/Scholastic Bowl Contests (Beyond Regional, Max 2)	(per coach)	\$145.50
10. (a) Crowd Control	(per session)	\$32.00
(b) Fan Bus Supervisor	(per session)	\$56.00
(c) Official Scorekeeper	(per session)	\$44.00
(d) Official Starter (Track)	(per session)	\$32.00
(e) Ticket Seller	(per session)	\$32.00
(f) Timekeeper	(per session)	\$44.00

L. IN-HOUSE SUBSTITUTE

Any teacher who is required by an administrator to give up his/her preparation period to cover another teacher's assignment shall be paid \$20.00 per preparation period lost.

M. MENTOR PAY

Any teacher acting as a certified mentor will receive \$750.00 per school year. Certified mentors working with 2 protégés will be paid \$1,250 per school year. Certified mentors working with 3 or more initial teachers will be paid \$1,500 per school year. Certified mentors may decline more than one protégé. Any teacher assigned to mentor a teacher holding a standard certificate that is a new hire to the district will be paid \$375 per school year.

ARTICLE VII
TEACHER EVALUATION

The primary responsibility for the evaluation of the work of any teacher shall rest with his/her immediate supervisor. Each teacher being evaluated, will be presented with the evaluation form at a personal conference, which will occur, if possible, within ten (10) working days following the observation(s). The teacher shall be allowed to respond in writing. This response shall become part of said evaluation.

In the event the administration shall consider making recommendations to the Board of Education with respect to change in the teacher evaluation report form, the administration will involve the Association in an advisory capacity.

ARTICLE VIII

A. STANDARDS FOR PROFESSIONAL ADVANCEMENT AND GROWTH

The Board of Education recognizes the importance of professional growth through academic training beyond the bachelor's degree and is willing to recognize that growth via the salary schedule. All credits beyond the bachelor's degree for placement on columns in the salary schedule must meet the following conditions:

1. Bachelor's Degree plus 8/16 semester hours:
 - a. All credits beyond the bachelor's are subject to approval by the Board of Education and/or Superintendent.
 - b. Evidence of course completion must be submitted in the form of an official transcript to the Board of Education and/or Superintendent.
 - c. A teacher cannot advance to the MA column without a Master's Degree.
2. Master's Degree plus 8/16/24/32 semester hours:
 - a. Advanced professional work (graduate level courses only) beyond the Master's Degree may be applied toward these columns if directly related to the field of teaching and subject to the approval of the Board of Education and/or Superintendent.
3. The Board of Education reserves the right to require teachers to participate in inservice training beyond the regular stated work day in order to enhance instructional programs in the district. \$20.00 per hour shall be the rate of compensation for meetings extending 35 minutes beyond the building workday.

ARTICLE IX

A. REMOVAL OR DISMISSAL OF TEACHERS IN CONTRACTUAL- CONTINUED SERVICE (TENURE)

1. If a teacher in contractual continued service is removed or dismissed as a result of a decision of the board to decrease the number of teachers employed by the board or to discontinue some particular type of teaching service, written notice shall be given to the teacher by registered mail at least 60 days before the end of the school term, together with a statement of honorable dismissal and the reason therefore. In all such cases the board shall first remove or dismiss all teachers who have not entered upon contractual continued service before removing or dismissing any teacher who has entered upon contractual continued service and who is legally qualified to hold a position currently held by a teacher who has not entered upon contractual continued service. As between teachers who have entered upon contractual continued service, the teacher or teachers with the shorter length of continuing service with the district shall be dismissed first. Any teacher dismissed as a result of such decrease or discontinuance shall be paid all earned compensation on or before the third business day following the last day of pupil attendance in the regular school term. If the board has any vacancies for the following school term, or within one calendar year from the beginning of the following school term, the positions thereby becoming available shall be tendered to the teachers so removed or dismissed so far as they are legally qualified to hold such positions.

2. Any teacher on contractual continued service who is removed or dismissed as a result of a decision of the Board to decrease the number of teachers employed by the board or to discontinue some particular type of teaching service and who accepts the tender of a vacancy within one calendar year from the beginning of the following school term pursuant to Section 24-12 shall lose no rights which accrued while in contractual continued service.

ARTICLE X
DURATION

A. EFFECT OF AGREEMENT

This Agreement shall be effective as of August 19, 2011 and shall continue in full force and effect until the day prior to the commencement of the 2014-2015 school year.

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 consent of the parties. The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, even though such subject or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. Therefore this Agreement between the Board and the Association represents and expresses full and without reservation all obligations and restrictions imposed upon each of the respective parties during the term of this Agreement.

All prior charges, complaints, grievances, discharges or reprimands, known or unknown, before signing of this Agreement are not subject to this Agreement.

B. RATIFICATION OF AGREEMENT

This Agreement will not be considered binding until such time as the Association has formally notified the Board in writing of official acceptance of this document by the membership and subsequent approval by the formal Board of Education action at a public meeting.

This Agreement shall be effective as of August 19, 2011, and shall continue in full force and effect until the day prior to the commencement of the 2014-2015 school year.

C. EXECUTION OF AGREEMENT

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

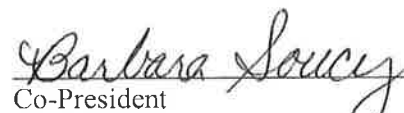
Dated the 4th day of May, 2011.

FOR THE BOARD OF EDUCATION
OF DISTRICT NO. 53

FOR THE BOURBONNAIS EDUCATION
ASSOCIATION, I.E.A./N.E.A.




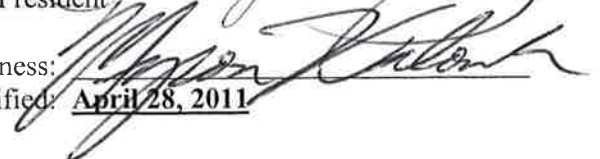
President



Co-President

Witness: 
Ratified: May 4, 2011



Co-President
Witness: 
Ratified: April 28, 2011