# AGREEMENT BY AND BETWEEN

**Bloomington Board of Education**
**School District 87**
Bloomington, Illinois

AND

**Bloomington Education Association**
Bloomington, Illinois

## 2021-2022 through 2023-2024

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**AGREEMENT BY AND BETWEEN THE**
**BLOOMINGTON BOARD OF EDUCATION, SCHOOL DISTRICT 87 AND THE**
**BLOOMINGTON EDUCATION ASSOCIATION**

This Agreement is made and entered into by and between the Bloomington Board of Education of School District 87, Bloomington, Illinois (hereinafter referred to as the “Employer”), and the Bloomington Education Association, affiliated with the Illinois Education Association and the National Education Association (hereinafter referred to as the "Association").

## ARTICLE 1: RECOGNITION AND DEFINITIONS

### 1.1 Recognition

The Employer recognizes the Association as the exclusive bargaining agent for all full-time and part-time certificated employees (hereinafter referred to as “Employees”) employed by the Employer, excluding the following: Superintendent, Assistant Superintendent of Human Resources, Chief Financial & Legal Officer, Assistant Superintendent of Curriculum and Instruction, Director of Human Resources, Director of Bloomington Area Career Center and Regional Vocational System, Director of Special Education, Principals, Associate Principals, Assistant Principals, Athletic Director, Non-Certificated School Nurses, (no currently employed Certificated Nurse shall be released without cause) Certificated Substitute Employees, Substitute School Nurses, Certificated Employees performing extra duty assignments, and Program Assistants. Also excluding supervisors, managerial, confidential, short-term employees, and students as defined by the Illinois Educational Labor Relations Act.

### 1.2 Definitions

When used in this Agreement, the following definitions of terms shall apply:

**1.2.1** “School District” or “District” means the Bloomington Public Schools, District 87, Bloomington, Illinois.

**1.2.2** “School” means building or work location.

**1.2.3** “Superintendent” means the chief administrative officer of the Bloomington Public Schools, District 87, Bloomington, Illinois.

**1.2.4** “Illinois Educational Labor Relations Act” means Public Act 83-1014, effective January 1, 1984, Ill. Rev. Stat., Ch. 48, Par. 1701-1721.

**1.2.5** The terms “full-time” and “part-time” are defined in Section 5.3(c) and 5.3(d) of this Agreement.

**1.2.6** “Short-term employees” are those who are hired to perform assignments on an as needed or as requested basis. For example, substitute Employees are short-term employees.

### 1.3 Exclusive Recognition

The Employer agrees not to negotiate with any individual Employee during the term of this Agreement with respect to matters covered by this Agreement.

## ARTICLE 2: EMPLOYER-ASSOCIATION RELATIONS AND RESPONSIBILITIES

### 2.1 Employer Rights
Except as specifically restricted by the express language of this Agreement, the Employer retains the right to manage the school district and direct the working forces in the manner it determines to be in the best interests of the School District.

### 2.2 Communications
The Association and the Employer recognize the importance of communications in maintaining good relationships and agree to meet for the purpose of discussing mutual problems. Meetings shall be held at the request of either party upon reasonable written notice stating the item or items to be discussed at such meeting.

**2.2.1** The Superintendent or designee will represent the Employer, and may designate other members of the administrative staff to attend meetings scheduled under this Section; provided, however, no more than three (3) representatives of the Employer shall attend such meetings.

**2.2.2** The Association will designate no more than three (3) representatives to attend such meetings and will notify the employer's representative in writing of their selection.

### 2.3 Comments on Changes in Board Policies and Waiver Requests
The Superintendent or designee will invite the Association to submit its views in writing with respect to any waiver of the State Board of Education Rules or waiver of School Code mandates or to any change in the Board of Education's Policies Manual, including educational policies therein, which the Superintendent intends to recommend to the Board for Board action, which affects the working conditions of Employees covered by this Agreement prior to recommending such change and will consider such views in formulating a recommendation for the Board's position.

### 2.4 Discrimination Against Employees
The Association and the Employer agree that they will not practice discrimination or discriminate against any Employee because of race, color, religion, creed, national origin, gender, sexual orientation, age, marital status, military status or unfavorable military discharge, physical or mental disability if otherwise able to perform the essential functions of the job with reasonable accommodation.

**2.4.1** If a claim of unlawful discrimination is processed to arbitration, the Association agrees to be bound by the result thereof.

### 2.5 Association Membership and Activity
Employees shall have the right to organize, join, and assist the Association, to participate in professional negotiations with the Employer as provided in this Agreement through representatives of their own choosing, and to engage in other activities for the purpose of establishing, maintaining, protecting, or improving conditions of professional service and the educational program; provided, however, nothing herein shall be construed as sanctioning any action which is inconsistent with the terms of this Agreement. Neither the Employer nor the Association will discriminate on the basis of Association membership, lawful Association activity or refusing to engage in such activity, participation in negotiations, or the adjustment of grievances.

**2.5.1** The Association and the Employer agree that Union membership is entirely a matter of the Employee's free choice and determination.

**2.5.2** Employees shall not solicit membership in the Association or carry on any Association activity during student contact time except as specifically provided by this agreement.

**2.6 Request for Information**
The Employer shall make available to the Association, upon its written request, information, statistics, and records which are relevant to negotiations or necessary for the enforcement of the terms of this Agreement. Nothing herein shall be construed so as to require the Employer to prepare, assemble, or compute any information for the Association.

**2.6.1** The Employer shall make every reasonable effort to furnish to the President of the Association, at least twenty-four (24) hours prior to each Board of Education meeting, a copy of the agenda and such other information given to the news media for said meeting. The Association and Employees waive their rights to grieve under Article 4 of this Agreement any failure by the Employer to comply with the time limitation for delivery of such material specified in paragraph 2.6.1.

**2.6.2** On or before November 1 of each school year, the Employer will furnish to the Association a listing of the names and addresses of Employees in the negotiating unit. Names and addresses of newly-hired Employees shall be provided to the Association within fifteen (15) days after the date of approved employment by the Employer.

**2.7 Use of Employer's Facilities**
The Employer agrees that the Association may use the facilities and equipment listed in this Section for lawful Association activities provided such use does not interfere with the regular school operation. The use of such facilities shall be subject to all rules, conditions, and policies governing the use of such facilities. When applicable, the Association shall pay the regular charge for use of such facilities.

**2.7.1** Upon approval of an Application and Permit for Use of School Properties, the Association shall have the right to schedule Association meetings and activities on school property in accord with the conditions specified in Section 2.7.

**2.7.2** The Association shall be permitted to post notices of meetings and their pertinent information regarding lawful Association activities on bulletin boards provided by the Employer. There shall be one (1) bulletin board at each elementary school, two (2) bulletin boards at Bloomington Junior High School, and two (2) bulletin boards at Bloomington High School. The bulletin board space allocated shall be identified with the name of the Association and only the representative of the Association shall have authority to post or remove material from the bulletin board.

**2.7.3** The Association shall be permitted to use the Employer’s interoffice mail system and technology for communications to Employees within a school building and system-wide; provided, however, political campaign materials so distributed shall be enclosed in separate envelopes. A mailbox, in the main office of each building shall be provided for Association use. A copy of all materials sent to Employees within a school building shall be given to the building principal at the time of distribution. A copy of all materials sent to two (2) or more school buildings shall be sent to the Superintendent or designated representative within twenty-four (24) hours after distribution of such material to Employees.

**2.7.4** The Association shall be permitted to use the building intercom system before and after school and no more than once a day during regular school announcements to announce meetings or election reminders.

**2.8 Discussion of Association's Views**
Both parties to this Agreement agree that the Association's views relating to Employer and/or Employee or administrator and/or Employee relationships shall not be discussed in the presence of students.

**2.9 Right to be Represented by the Association**
The Employer understands that it may be desirable for an Employee to be represented by the Association at some meetings scheduled by the Employer.

**2.9.1** If the Employer is pursuing a matter involving an Employee, a representative of the Employer may discuss the matter with such Employee without a representative of the Association being present; provided, however, such Employee may request in writing that a representative of the Association be present at any such discussion and the Employer's representative shall approve or deny such request in writing and send a copy of such request and approval or denial to the Superintendent. However, it is understood and agreed that a meeting to discuss a pending or potential disciplinary matter will be held prior to issuing any written disciplinary action, and prior to scheduling such meeting the Employee will be given written notice as to the nature of the meeting and informed of their right to be represented by the Association at such meeting.

**2.9.2** A copy of any written disciplinary action shall not be placed in the Employee's personnel file without first giving the Employee a copy of the written disciplinary action and the opportunity to place a written response to such disciplinary action in their personnel file.

**2.9.3** Section 2.9 does not apply at any meeting held under the provisions of paragraph 7.1 and Article 8 of this Agreement.

**2.10 Review of Personnel File**
At the mutual convenience of the Employee and the Superintendent or designee, an Employee shall have access to their personnel file. At the Employee's request a representative of the Association may accompany the Employee in such review. There shall be one personnel file for each Employee which shall contain all records and information except confidential material. The term "confidential material" refers to confidential placement credentials from a college or university, personal references, reference checks with a prior employer authorized by and with the knowledge of the Employee, and any material protected from disclosure pursuant to Public Act 83-1104.

**2.11 Rules and Regulations**
The Employer agrees that its rules and regulations covering Employee conduct shall be reasonable, and enforcement of said rules and regulations shall be reasonable and equitable.

**2.12 Citizenship**
Employees shall be entitled to full rights of citizenship not inconsistent with the terms of this Agreement, and the exercise of those rights shall not be the grounds for any disciplinary or discriminatory action against any Employee.

**2.13 Terms of Agreement**
The term of this Agreement or any succeeding Agreement shall be controlling in the event of any conflict between this Agreement and an individual Employee contract.

**2.14 Presentations to the Employer**
The Employer shall place on the agenda of each regular Board meeting under "new business" any matter the Association desires to present to the Board so long as a written request to present such matter is submitted to the Superintendent at least twenty-four (24) hours prior to the regular meeting; provided, (a) the Association shall attach to such written request to the Superintendent a written statement of the matter the Association desires to present to the Board; (b) if no action is to be taken on said matter during this meeting, the Board may defer the presentation of such matter until the next regular Board meeting; and (c) no matter shall be presented to the Board under this Section which constitutes a grievance under Article 4 of this Agreement.

**2.15 Outside Contracting**
The District retains the right to subcontract work in the manner it has done so prior to this Agreement.

**2.16 School Calendar**
The Superintendent or designee will invite the Association to submit its views and comments on a proposed calendar for the next school term prior to preparing the calendar and will consider such views and comments in formulating the recommendations for the Employer's decision; provided, however, the starting date for such next school term and the starting, ending, and length of the winter and spring vacation during such next school term shall be determined by negotiations between the Employer and the Association which shall commence no later than January 1 of the then current school term. If no agreement is reached on such matter by February 15 of such current school term, the Employer may establish its proposed calendar as last offered to the Association.

**2.16.1** Such calendar shall not provide that school shall commence prior to August 15 of the year in which the school term commences, or end later than June 15 of the year in which such school term ends.

**2.16.2** Such calendar shall provide a maximum of one hundred eighty-six (186) workdays, unless the law of the State of Illinois in effect at such times requires the Employer to provide a greater number of workdays for such school terms, in which event the workdays shall be increased to such greater number. Nothing in this Agreement shall be construed to prevent the Employer's extending the school term beyond the closing date provided in the school calendar if such extension of the school term is necessary to provide the minimum number of student attendance days required by Illinois law, provided the Employees are paid for such additional workdays on the basis of their regular contracts. Nothing contained in this provision shall be construed as a guarantee of days of employment for Employees represented by the Association.

**2.16.3** If five (5) emergency days are included in the school calendar for such school term, and such days or any portion thereof are not used for emergencies, they shall not become Employee workdays.

**2.17 Association Dues**
The Employer shall deduct from the pay of each Employee membership dues of the Association, including the Illinois Education Association and the National Education Association,

provided that at the time of such deduction there is in the possession of the Employer a current written authorization for dues deduction, executed by the Employee, in the form and according to the terms of the authorization card. Such authorization card shall specify the annual amount of dues and the standard semi-monthly amount authorized to be deducted from each Employee's salary for the current school year. Such authorization cards, in a form approved in advance by the Employer, shall be furnished by the Association.

**2.17.1** An Employee employed on or before the start of the school term may authorize dues deduction by presenting an authorization card to the Employer on or before October 1. The standard semi-monthly amount specified will be deducted from the semi-monthly paychecks, starting October 31 and ending June 30, so that the entire annual amount is deducted over that period.

**2.17.2** Any Employee employed after the start of the school term may authorize dues deduction by presenting an authorization card to the Employer. The standard semi-monthly amount will be deducted from the remaining semi-monthly paychecks starting with the next feasible semi-monthly payroll after receipt of the Employee's authorization and ending June 30.

**2.17.3** It is understood that any authorization for dues deduction shall be voluntary on the part of the Employee and may be revoked upon written notice to the Employer. If an Employee revokes their authorization to deduct dues or resigns from the employment of the Employer, the Employer shall stop deducting the standard semi-monthly amount starting with the next feasible semi-monthly payroll date after receipt of the Employee's revocation or resignation.

**2.17.4** All dues deducted by the Employer shall be remitted to the treasurer of the Association within ten (10) days from the date the dues are withheld from the Employee's semi-monthly paychecks who have authorized such deductions in accordance with Section 2.18.

**2.17.5** The Association shall indemnify and save harmless the Employer from any and all claims, demands, suits, and costs incurred in connection with any such claim, demand, or suit resulting from any action taken or omitted by the Employer for the purpose of complying with the provisions of this Section.

**2.18 Association Representation on Committees**

The President of the Association shall have the right to add one (1) designated Association representative of their choice to any District or Building Committee on which bargaining unit members are participants.

## ARTICLE 3: STRIKES AND LOCKOUTS

### 3.1 No Strikes

The Association agrees there shall be no strike, withholding of services, slow-down, mass resignations, mass absenteeism, or other refusal to render full and complete service to the Employer during the term of this Agreement. The Association agrees that it will not authorize or encourage any interruption of service, including sympathy strikes or similar actions.

### 3.2 No Lockouts

The Employer agrees that during the term of this Agreement it will not lock out any Employee covered by this Agreement.

## ARTICLE 4: GRIEVANCE PROCEDURE

### 4.1 Definition
A grievance is claim by the Association or an Employee that the Employer has violated, misinterpreted, or misapplied this Agreement.

### 4.2 Procedures
Grievances shall be processed as rapidly as possible. The number of days indicated at each step shall be construed as a maximum and every effort shall be made to expedite the process. All time limits shall consist of calendar days, excluding Saturdays, Sundays, holidays as designated by the Illinois School Code, and other days falling during the school term which the Employer has established as "school holidays." A grievance shall be handled as follows:

#### 4.2.1 Step One
An attempt shall be made to resolve any grievance by informal discussion between the grievant involved and the building principal. Such discussion shall be held at a time agreeable to the grievant and such principal.

#### 4.2.2 Step Two
If the grievance cannot be resolved at step one, the grievant may file a grievance in writing with the building principal. Such grievance shall be filed within ten (10) days after the date of occurrence of the facts upon which the grievance is based or within ten (10) days of knowledge of the occurrence of the facts upon which the grievance is based. The written grievance shall state the nature of the grievance, the provision(s) of this Agreement which the Employer allegedly has violated, and the relief sought. Within ten (10) days after such written grievance is filed, the grievant and the principal or other administrator who has authority to make a decision on the grievance shall meet to resolve the grievance. Within ten (10) days after such meeting, the grievant and the Association shall receive a written answer to the grievance which shall explain the reasons for the decision on the grievance.

#### 4.2.3 Step Three
In the event the grievance has not been satisfactorily resolved at step two, or the step two time limits expire without the issuance of a written reply, the aggrieved or the Association may file a written appeal of such grievance with the Superintendent by giving written notice of such appeal within ten (10) days of the step two answer or expiration of the time limit for the step two answer. A copy of such appeal also shall be filed with the administrator who prepared the step two answer. Within ten (10) days after such appeal is filed, the aggrieved, representative of the Association, and the Superintendent or designee shall meet to resolve the grievance. Within ten (10) days after such meeting, the Superintendent or designee shall give the aggrieved Employee and the Association a written answer to the grievance, which answer shall state the reasons for the decision of the Superintendent or designee.

#### 4.2.4 Step Four
If the step three answer is not acceptable to the Association or the step three time limits expire without the issuance of a written reply, the Association may appeal the grievance to final and binding arbitration by giving written notice of such appeal within twenty (20) days after receipt of the step three answer or expiration of the time limit for the step three answer. If the Employer and the Association cannot agree upon an arbitrator within seven (7) days after the Association files such appeal, the American Arbitration Association will be requested to provide a panel of seven (7) arbitrators. Either party

may reject the first panel of arbitrators by giving the other party written notice of such rejection. Upon receipt of an acceptable panel of arbitrators, the parties shall meet at a mutually agreed time, and each party shall alternately strike one (1) name from the panel until only one (1) name remains, who shall be the arbitrator for the given grievance. The first party to strike a name shall be determined by coin flip. Such arbitrator shall be under and in conformance with the “Voluntary Labor Arbitration Rules” of the American Arbitration Association; provided, however, if the parties mutually agree, such arbitration may be conducted under the “Expedited Labor Arbitration Rules” of such Association.

(a) Neither the Employer nor the Association shall be permitted to assert any argument or evidence before the arbitrator which was not previously disclosed to the other party.

(b) The arbitrator shall have no authority to alter, delete, or add to the terms of this Agreement.

(c) Each party shall bear the full costs for its representation in the arbitration. The cost of the arbitrator shall be divided equally between the parties.

(d) The arbitrator is empowered to include in any award such financial reimbursements or other remedies as they judge to be proper.

(e) If either party requests a transcript of the proceedings, that party shall bear the full costs for that transcript. If both parties order a transcript, the cost of the two (2) transcripts, three (3) transcripts if a copy is requested by the arbitrator, shall be divided equally between the parties.

**4.3 Other Provisions**

The following, when applicable, shall apply in processing a grievance.

**4.3.1** If the Association and the Superintendent or designee mutually agree, lower steps of the grievance procedure may be by-passed and the grievance taken directly to step four of this grievance procedure.

**4.3.2** Class grievances involving one (1) or more Employees or one (1) or more supervisors and grievances involving an administrator above the building level may be initially filed by the Association at step three.

**4.3.3** The Employer acknowledges the right of the Association's grievance representative to participate in the processing of a grievance at any level, and no Employee shall be required to discuss any grievance if the Association's representative is not present.

**4.3.4** Should the investigation or processing of any grievance require that an Employee or an Association representative be released from their regular assignment, they shall be released upon mutual agreement of the Superintendent and the Association President to such release, and such release shall be without loss of pay or benefits.

**4.3.5** All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participant.

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

## ARTICLE 5: HOURS OF WORK

### 5.1 Classroom Student Contact Time

The Employer will not increase the normal scheduled classroom student contact time from six (6) hours and fifteen (15) minutes at the elementary level, from six (6) hours and forty-five (45) minutes at the junior high and high school levels during the term of this Agreement except pursuant to mutual agreement with the Association.

### 5.2 Normal Scheduled Workday

Elementary school Employees shall report to their assigned buildings thirty (30) minutes before the scheduled starting time for student attendance and remain at the building thirty (30) minutes after the regular dismissal time for students. Junior high and senior high school. Employees shall report to their assigned buildings fifteen (15) minutes before the scheduled starting time for student attendance and remain at the building fifteen (15) minutes after the regular dismissal time for students.

**5.2.1** The equivalent time before and after the student day may be combined and mutually scheduled by the Employees and the building principal so that a larger block of time is available either before or after the student day.

**5.2.2** Employees are expected to be available for conferences with their building principal or designated supervisor either before or after the normal Employee workday; provided, however, every reasonable attempt will be made to schedule such conferences during an Employee's scheduled planning and conference time as provided by Section 5.3 of this Agreement.

### 5.3 Scheduled Planning and Conference Time

The Parties recognize the importance and value of planning and conference time. The Employer will make every effort to encumber no more planning and conference time than is necessary over the course of a normal workweek.

All full-time Employees shall receive paid planning and conference time, either scheduled by the Employer or scheduled by the Employee using flexibility within their normal workday.

To the extent provided in this Section, all full-time Employees working in classroom assignments except school counselors, librarians, psychologists, social workers, ACC and high school cooperative education Employees, parent facilitators, regional vocational coordinators, instructional coaches, interventionists, teacher leaders, and certificated school nurses shall receive scheduled released time from their regular teaching duties for planning and conferences except in (a) emergency situations, (b) when another school activity is held during the Employee's scheduled released time, or (c) on days when a shortened school day is established by the Employer. Full-time Employees whose planning and conference time is not scheduled by the Employer (i.e. student services and specialists defined in the exceptions above) shall have flexibility within their normal workday to provide for such activities.

**5.3.1** When used in this Section, the following definitions of terms shall apply:

(a) “Normal workday” means the workday specified in Section 5.2 of this Agreement.

(b) “Normal workweek” shall consist of five (5) consecutive normal workdays.

(c) “Full-time Employee” means an Employee employed by the Employer on

Appendix A of this Agreement to work a normal workday and workweek for the entire school term or the remainder of the school term.

(d) "Part-time Employee" means an Employee employed by the Employer on Appendix A or Appendix C of this Agreement to work less than a normal workday and/or workweek for the entire school term or the remainder of the school term.

(e) "Emergency situations" as used in paragraph 5.3(a) above shall not include the School District's inability to obtain a qualified substitute Employee to provide scheduled planning and conference time which normally would have been provided to an eligible Employee if a substitute was available on a day when such time is scheduled by the Employer.

**5.3.2** Full-time elementary Employees who are eligible for scheduled planning and conference time shall receive as a minimum the equivalent of two hundred fifty (250) minutes per normal workweek~~, the intent being that an Employee may have such time scheduled during one (1) or more normal workdays during a normal workweek~~. It is an objective of the Employer to provide each such Employee with a minimum of one (1) ~~thirty~~ forty-five (~~30~~45) minute period per normal workday. If the need arises to provide an Employee with less than one (1) ~~thirty~~ forty-five (~~30~~45) minute period per normal workday, the District will communicate the reasons for the schedule in writing to the Employee and Association. Within two (2) school days of receiving such notice, the Employee and Association may provide alternatives or suggestions for consideration.

**5.3.3** Full-time junior high school Employees who are eligible for scheduled planning and conference time shall receive one (1) regular class period for planning and conferences and one (1) regular class period for Team planning, approximately forty-five (45) minutes each, per normal workday during a normal workweek. Team planning shall be the responsibility of the team and may be encumbered by the Employer only with the consent of the Team.

**5.3.4** Full-time high school Employees who are eligible for scheduled planning and conference time shall receive two (2) regular class periods, approximately fifty (50) minutes each, per three (3) normal workdays during a normal workweek. The Employer may add an additional advisory period of no more than twenty-nine (29) minutes no more than two (2) normal workdays during a normal workweek. The Employer shall provide Employees with all educational materials including detailed plans for using materials related to all advisory period activities. Employees who are eligible for scheduled planning and conference time shall receive two (2) regular class periods, no less than forty-five (45) minutes each, during days of the normal workweek in which advisory periods have been designated by the Employer. Employees shall not be required to be present for 15 minutes of their "flex time" (the time before and after student attendance described in 5.2) at the end of the student attendance day each day they are assigned such advisory periods.

**5.3.5** A full-time Employee who is eligible for scheduled planning and conference time may voluntarily agree to be permanently assigned by the Employer to an assignment for a semester or school term or remainder thereof; and, as a result, such Employee will not receive scheduled planning and conference time as provided by this Section.

(a) An Employee so assigned to a permanent assignment under the provisions of this paragraph will be compensated for the lost planning and conference time at

the applicable hourly rate as set forth in Appendix C which shall be attached to and made part of this Agreement.

(b) An Employee will not be required to accept any such assignment made under the provisions of this paragraph; provided, however, if an Employee accepts such assignment, the Employee will be expected by the Employer to perform the duties necessary to complete said assignment.

**5.3.6** A full-time Employee who is eligible for scheduled planning and conference time may voluntarily agree to be temporarily assigned by the Employer to an assignment other than one to which they are regularly assigned; and, as a result, such Employee will not receive scheduled planning and conference time as provided by this Section.

(a) An Employee so assigned to a temporary assignment under the provisions of this paragraph will be compensated for the lost planning and conference time at the applicable hourly rate as set forth in Appendix C.

(b) An Employee will not be required to take a temporary assignment made under the provisions of this paragraph; provided, however, if an Employee accepts such temporary assignment, the Employee will be expected by the Employer to perform the duties necessary to complete said assignment.

**5.3.7** An Employee, with the permission of their designated supervisor, may leave the building during planning and conference time for school or school related business.

**5.3.8** A full-time Employee who is eligible for scheduled planning and conference time who is assigned or directed by the Employer to be absent from their regular duties to participate in professional development activities within the District will be provided with thirty (30) minutes of planning and conference time for each half (1/2) day they are required to be absent from their regular duties.

**5.3.9** A full-time Employee whose planning and conference time is not scheduled by the Employer (i.e. student services and specialists defined in the exceptions above) and who is assigned additional tasks by the Employer due to the absence of a colleague from work for longer than three (3) consecutive work days resulting in the loss of planning time for the Employee may file a request for compensation for lost plan time with the building principal. Such lost plan time will be subject to compensation for the lost planning and conference time at the applicable hourly rate as set forth in Appendix C for up to two (2) hours per day. The provisions of this paragraph are not applicable should a reduction in force, attrition, or retirement of employees create a need to reassign work/caseloads.

**5.4 Professional Meetings**

The Association and the Employer recognize the need for having a limited number of professional staff meetings.

**5.4.1** Building faculty meetings, in-service training meetings, and departmental or grade level meetings, if scheduled, shall not exceed two (2) per month per employee, except in emergency situations in which case three (3) meetings may be held. Such meetings generally shall be held before or after the normal workday and normally will not exceed one (1) hour in duration. The Employer may schedule meetings for all or part of the normal scheduled workday.

**5.4.2** Employees may be required to attend three (3) PTA, PTO, or similar type meetings during the school term. Such meetings will be held after the normal workday and normally will not exceed two (2) hours in duration.

**5.4.3** System-wide meetings may be scheduled by the Superintendent. Such meetings will be held to a minimum and will not exceed one hour in duration. The Superintendent may not schedule more than two (2) such meetings per year; provided, however, additional system-wide meetings may be scheduled by the Superintendent in lieu of one or more regular building faculty meetings.

**5.4.4** Attendance at the meeting provided for in the preceding three subparagraphs is part of each Employee's expected work duties. The Employer may schedule other meetings for similar or other purposes, but an Employee's attendance at such meetings shall be voluntary.

**5.5 Lunch Period**
An Employee shall be allowed a duty-free lunch period of not less than thirty (30) minutes as specified in The School Code of the State of Illinois.

**5.6 In-Service Training**
The Association and the Employer recognize that Employees have an interest in maintaining an awareness of current teaching techniques, curriculum improvements, and other advances in the learning process. To this end, the Superintendent or designee may schedule in-service training sessions during all or part of the regular Employee workday.

**5.6.1** In the event the Employer offers a staff development course which provides compensation not covered by this Agreement, the amount of such compensation will be negotiated with the Association.

**5.7 Fine Art Specialist/School Improvement Program (SIP) Teaching Assignment**
The student contact teaching schedule for an elementary art specialist who is not assigned a permanent art classroom within a building shall be assigned with a minimum of ten (10) minute passing period between any two consecutive teaching periods. The ten (10) minute passing time for an elementary art specialist may be five (5) minutes if the classrooms are adjacent. The student contact teaching schedule for an elementary music specialist or SIP teacher who is not assigned a permanent art classroom within a building shall be assigned with a minimum five (5) minute passing period between any two consecutive teaching periods. Any passing period may be waived by mutual agreement between all Employees involved and the building supervisor. This language does not exclude specialists who have a classroom from having passing time between classes.

**5.8 Last Day of School**
The last day of school shall be either a School Improvement Day or a Teacher Institute as determined by the Employer. The schedule shall provide for at least two (2) hours of time to complete professional work at the discretion of each Employee.

**5.9 Scheduled Travel Time Between Buildings**
To the extent provided in this Section, all Employees except school counselors, psychologists, speech-language pathologists, social workers, regional vocational coordinators, certificated school nurses, and the Employee-Coordinator of the Work Experience Career Exploration Program (WECEP) shall receive scheduled travel time between buildings. It is agreed that such

Employees who are exempt from receiving scheduled travel time have flexibility within their normal workday to provide for travel. Neither planning and conference time nor duty free lunch will be included in that travel time.

**5.9.1** Travel time shall be no less than twenty (20) minutes on days when the Employee's teaching duties require travel between buildings except as noted in Section 5.9.2.

**5.9.2** Travel time shall be no less than ten (10) minutes for BHS Employees, BJHS Employees, and Bloomington Area Career Center (BACC) Employees who travel between BHS and BJHS.

**5.10 Assignment of School Nurses**

School nurse workloads shall be evaluated at least annually to meet the health and safety needs of schools in the district. Medication aides may be utilized on a part-time basis to provide additional support.

Every effort will be made to employ and assign nurses so that each school building has a school nurse at the building throughout the entire student attendance day and each nurse's caseload includes no more than 1,000 total students. The provisions of this paragraph are not applicable at times when the Employer implements a deficit reduction plan to respond to budget concerns through a reduction in force, attrition or similar actions.

## ARTICLE 6: MAINTAINING DISCIPLINE

### 6.1 Modification of Behavior

The Parties agree that student discipline can best be accomplished by Employees with the assistance, guidance, and support of the Employer. Current student discipline procedures and standards which were prepared by Employees and administrators and adopted by the Board will continue in effect during the current school term or until revised procedures and standards are adopted by the Board.

**6.1.1** Prior to January 1 of each year, the Association shall appoint three (3) Employees, one (1) from each grade level (kindergarten through grade five, grades six through eight, and grades nine through twelve), to serve on a parent-Employee advisory committee formed by the Employer to develop with the Board or its designees within the administration policy guidelines on student discipline.

**6.1.2** Each Employee shall receive a copy of any changed written policy guidelines on student discipline.

## ARTICLE 7: EMPLOYEE PROTECTION

### 7.1 Complaints Regarding an Employee

Any complaint deemed by the building principal or designated supervisor to justify investigation and/or subsequent action of any nature shall be brought to the attention of the Employee involved. The building principal or designated supervisor will schedule a conference to assist such Employee in an attempt to resolve the issue involved in such complaint deemed by such principal or supervisory to justify investigation and/or subsequent action of any nature.

**7.1.1** When deemed appropriate by the building principal or designated supervisor, or requested in writing by the Employee, an attempt will be made to schedule a conference between the complaining party and the Employee involved. The Employee may at their option have representation as desired at any conference held at which the Employee, principal or supervisor, and complaining party are present.

**7.1.2** No disciplinary action shall be initiated by the Employer against such Employee based on such complaint until a conference between the complaining party and the Employee has occurred.

### 7.2 Assault Upon an Employee

The Employer and the Association agree that assaults on Employees are a matter of grave concern.

**7.2.1** In the case of an assault on an Employee:

- An Employee shall promptly report to their building principal, or other person designated by the Superintendent, any alleged case of assault on such Employee while performing their assigned duties and should submit an incident report to be provided to the appropriate administration and district staff for documentation and reporting.
- The Employer shall maintain accurate and current records of such incident reports. A summary shall be shared with the Association upon request.
- The Employer shall comply with 105 ILCS 5/10-21.7 regarding the reporting of incidents of battery.

**7.2.2** The Employer shall render reasonable assistance, including legal counsel, to such Employee in connection with any prosecution by the State's attorney or other public prosecutor of the person who allegedly assaulted such Employee. No deduction from such Employee’s salary or leave will be made because of time lost by such Employee at the request of such authorities to assist in any such prosecution. An Employee may at their option have an Association representative present at any meeting held under this paragraph between such Employee and the legal counsel selected by the Employer.

### 7.3 Discipline

No Employee shall be disciplined without cause. However, in agreeing to this provision the parties recognize that substantial differences exist between educational employees and private sector employees as a result of the uniqueness of the educational work calendar, educational work duties, and the traditional and historical patterns of collective bargaining between educational employers and educational employees. Accordingly, in determining what constitutes just cause in disciplinary cases processed through the grievance and arbitration procedure contained in this Agreement, the arbitrator shall recognize such differences and consider, among other things, the standards contained in Sections 24-12 and 10-22.4 of the Illinois School Code, and the cases decided thereunder.

### 7.4 Health and Safety
The Employer agrees to provide a safe and healthy working environment in compliance with all applicable local, state, and federal laws and regulations, including the Employer's Board Policy 7.280 Communicable and Chronic Infectious Diseases and Blood borne Pathogens Exposure Control Plan which shall provide the required inoculations at no cost to an Employee who believes they are at risk and who have submitted a written request for such treatment to the Superintendent or designated representative.

### 7.5 Sexual Harassment
All claims of sexual harassment will be referred to the Superintendent or the designated representative. The Association will be notified of the nature of the claim and the parties involved. All communications concerning claims of sexual harassment will be handled confidentially. In the event the Superintendent or the designated representative is unable to resolve the claim, it may be submitted for processing through the grievance procedure contained in this Agreement.

### 7.6 Copyrights
If the Employer notifies an Employee prior to the start of an assignment that the materials produced as a result of that assignment shall be the property of the Employer, the Employee may not claim copyrights as to any of the materials produced. Otherwise, the Employer will not contest an Employee's copyright as to materials produced by him in the course of an assignment.

## ARTICLE 8: EMPLOYEE EVALUATION

### 8.1 Purpose
The parties agree that the primary objective of Employee evaluation is to improve the quality of instruction. The parties recognize the importance and value of a procedure for assisting and evaluating the progress and success of all Employees based on a formative evaluation process that includes constructive dialog between the Employee and the evaluator and that complies with state law. To that effect the parties have begun implementing a new Professional Appraisal Plan ("Evaluation Plan") through the work of an Evaluation Committee. The parties further recognize the importance of maintaining the integrity of the process set forth in that Evaluation Plan. All evaluations shall be conducted in accordance with the processes and timelines set forth in the Evaluation Plan and evidence must be included for each domain component of the instructional framework set forth in the Evaluation Plan.

### 8.2 Responsibility
All Employees and the Association recognize the right, duty, and responsibility of the Employer to make periodic evaluations of the performance of Employees. The building principal or designated supervisor shall be responsible for the evaluation of all Employees assigned to their building or instructional area. The parties agree that the collection of evidence is a collaborative process between the Evaluator and Employee and that both are responsible for the collection and discussion of such evidence.

**8.2.1** As soon as practicable after the beginning of the school term and prior to an evaluation, each Employee shall be advised of the Employee evaluation procedure, standards expected, and evaluation instruments set forth in the Evaluation Plan; and each Employee shall be advised as to whom shall observe and evaluate their performance. A newly-employed Employee or an Employee reassigned after the start of the school term shall be advised of the above prior to any evaluation.

**8.2.2** Observation of duties and responsibilities of any Employee shall be conducted with the full knowledge of the Employee.

**8.2.3** Any observation, formal or informal, which is to be used as a part of the evaluation of an Employee's performance of their assigned duties, shall be in accordance with the following:

(a) Such observation shall be compiled in writing by the person making the observation, and a copy of the written compilation shall be given to the Employee.

(b) When a conference is held between the Employee and the person making the observation, the written compilation shall be given to the Employee prior to the conference scheduled under this Section. Except by mutual agreement of the parties to the conference, no conference shall be held on days when school is not in session.

(c) If the Employee feels that the written compilation of the observation is incomplete, inaccurate, or unjust, the Employee may put their objections in writing and have them attached to the written compilation following the conference specified in subparagraph (b). Both parties to the conference shall sign the Employee's written comments.

**8.3 Formal Written Evaluation**
The following procedure shall be used in preparing a formal written evaluation of an Employee's performance.

**8.3.1** The frequency of such formal written evaluations shall be as follows:

(a) An Employee who has tenure with the Employer shall be evaluated a minimum of one (1) time each two (2) school terms.

(b) A part-time Employee employed to work less than a normal scheduled workday or normal scheduled workweek who has been employed by the Employer for a minimum of three (3) consecutive school terms shall be evaluated a minimum of one (1) time each two (2) school terms. Prior to completing three (3) consecutive school terms, such Employee shall be evaluated a minimum of two (2) times during each school term; provided, however, during the first school term in which such Employee is employed, a minimum of one (1) evaluation under this Section is necessary if such Employee commences employment after January 1 of such school term.

(c) A full-time probationary Employee employed to work a normal scheduled workday and normal scheduled workweek for the entire school term shall be evaluated a minimum of two (2) times during each probationary school term; provided, however, during the first school term in which such Employee is employed, a minimum of one (1) evaluation under this Section is necessary if such Employee commences employment after January 1 of such school term.

**8.3.2** Each such evaluation shall be preceded by at least one (1) classroom or instructional observation that is in compliance with state law.

**8.3.3** A conference shall be held between the Employee and the person making such evaluation following the instructional observation.

(a) A copy of the written evaluation will be given to the Employee prior to the conference scheduled under this Section.

(b) At the conference the contents of the evaluation, including the performance rating, shall be reviewed and an attempt made to reach mutual agreement on the written evaluation and performance rating.

(c) The written evaluation shall be signed by both parties to the evaluation and a copy thereof shall be placed in the Employee’s personnel file, a copy shall be retained by the Employee, and a copy retained by the person making such evaluation.

**8.3.4** If mutual agreement is not reached on the evaluation, the Employee may use either or both of the following provisions:

(a) Attach written objections to the evaluation.

(b) Request in writing that the written evaluation be reviewed jointly by the Superintendent and the President of the Association. The review request shall include the specific reason(s) for the review and a copy of the written evaluation

being reviewed. The Superintendent and the Association President will conduct a review of the evaluation within thirty (30) days after the written review request is received by the Superintendent and may require the Employee and the evaluator to meet with them to discuss the evaluation. The Employee and the evaluator will be advised in writing regarding the outcome of the review.

**8.4 Professional Improvement**
Members of the Employer's administrative staff shall assist the Employee in an attempt to improve the quality of performance and to eliminate the difficulties noted in the written evaluation.

**8.5 Helping Employee**
The building principal or designated supervisor shall assign a helping Employee to each full-time probationary Employee. The helping Employee, insofar as possible, shall be a tenure Employee with a minimum of three (3) years related experience and shall be engaged in the same work within the same grade, building, or subject area as the probationary Employee.

**8.5.1** The helping Employee shall assist the probationary employee in acclimating to the profession and the School District. The helping Employee shall not be involved in the evaluation of such probationary Employee.

**8.5.2** The building principal, designated supervisor, or their designee shall assist part-time Employees in acclimating to the profession and the School District.

**8.6 Evaluation of a Probationary Employee**
The building principal or designated supervisor shall complete a written evaluation report and make recommendations to the Superintendent for each full-time probationary Employee. A copy of such report shall be furnished to the Employee. The report shall not contain information which has not previously been made known to and discussed with the probationary Employee.

**8.7 Reason for Recommendation**
If a building principal or designated supervisor of a full-time probationary or tenure Employee recommends that such Employee not be continued in employment, the principal/supervisor or Employer shall provide such Employee with a written statement specifying the reason for the recommendation. An Employee may prepare a written response to such written statement and have it attached to the statement.

**8.8 Evaluation of Part-Time Employees**
The required number of evaluations set forth in paragraph 8.3.1(b) for part-time employees shall be completed not later than twenty (20) days before the close of the school term in which the evaluations are required.

**8.9 Pay for Consulting Employee**
An Employee assigned by the Employer to serve as a consulting Employee under the provisions of the Evaluation Plan, which is separate and apart from this Agreement, shall receive additional compensation at the teacher's per diem rate for time spent outside the normal regular workday for the purpose of participating in the one-year remediation plan set forth in such Plan.

**8.10 Advisory**
Advisory, and similar non-graded activities and courses such as Roundtable, may not be used as part of an Employee's evaluation unless requested by the Employee.

## ARTICLE 9: LEAVES

### 9.1 Sick Leave

Sick leave with full compensation shall be granted to an Employee in accordance with the following:

**9.1.1** An Employee shall accumulate sick leave at the rate of twelve (12) workdays per full school term, and such sick leave days shall be available on the first scheduled workday of each school term. An Employee employed after the start of the school term shall accumulate sick leave at the rate of one (1) day for each remaining full month of the school term, and such sick leave days shall be available on the Employee's first scheduled workday. Any unused sick leave days shall accumulate up to a maximum of three hundred and sixty (360) workdays.

(a) An Employee who has accumulated a balance of at least one hundred seventy (170) days of sick time as of June 30 of their twentieth (20th), twenty-first (21st) or twenty-second (22nd) year of service with the Employer, shall accumulate sick leave at the rate of fifteen (15) workdays per full school term starting with their twenty-first (21st), twenty-second (22nd) or twenty-third (23rd) year, respectively, and continuing throughout their term of employment with the Employer.

**9.1.2** An Employee may use sick leave for personal illness, injury, quarantine at home, temporary disability, or serious illness or death in the Employee's immediate family or household. Immediate family for the purpose of this Section shall include: father; mother; sister; brother; spouse; child or grandchild related by blood, marriage, or adoption; grandfather; grandmother; father-in-law; mother-in-law; brother-in-law; sister-in-law; and legal guardian. Sick leave may also be used for medical and dental appointments for an Employee or a member of their household. Any Employee unable to work due to pregnancy may treat such disability as a "temporary disability" under this paragraph. An Employee either may treat such disability as a temporary disability under this paragraph or may request a family leave pursuant to Section 9.4 of this Agreement.

**9.1.3** Sick leave may be used to attend funerals.

**9.1.4** An Employee shall notify their supervisor or other person designated to receive such notice of an absence, stating the nature of the absence, time expected to be away from work, and when they expect to return to work.

**9.1.5** If an Employee is on sick leave the day preceding and/or the day following a legal holiday or school recess approved by the Employer, the Employee will not be charged sick leave for such legal holiday or approved school recess.

**9.1.6** Sick leave with compensation shall be taken and recorded by the actual time used.

**9.1.7** If an Employee who is eligible to receive paid sick leave is injured in the course of employment with the Employer and also is entitled to receive benefits under the Illinois Worker's Compensation Act, they shall receive full compensation for the length of the injury or the maximum accumulated sick leave days, whichever is less, upon surrendering to the Employer all compensation provided by Workers' Compensation. An Employee not eligible to receive paid sick leave for workdays lost as a result of such compensable injury shall retain all compensation provided by Worker's Compensation for such days.

**9.1.8** The Employer may require a physician's statement as a basis for verifying an Employee's illness, injury, quarantine at home, or temporary disability after an absence of three (3) consecutive workdays or as it may deem necessary in other cases.

**9.1.9** Each Employee shall have access to the current number of sick leave days they have accumulated.

**9.1.10** The Employer reserves the right to request an Employee to submit to an examination by a licensed physician of the Employer's selection, and at its expense, for the purpose of verifying an illness or disability or to certify an Employee's ability to return to work following illness or disability.

**9.2 Special Sick Leave Bank**

By mutual agreement of the Superintendent and the President of the Association, Employees periodically will be asked to voluntarily transfer one (1) day of their accumulated sick leave to a Special Sick Leave Bank to be administered by the Association in accordance with the following:

**9.2.1** Days from the sick leave bank shall not be applicable to any disability related to medical procedures which could be safely deferred until a vacation, recess, or other non-work day(s) or hour(s).

**9.2.2** An employee who has exhausted their accumulated sick leave days and subsequently has been absent from work more than three (3) consecutive workdays in connection with the same disability may make application to utilize days from the Special Sick Leave Bank in full-day or half-day (½) units. Such request shall be submitted in writing to the President of the Association with a copy given to the Superintendent or designee and shall be accompanied by a doctor's verification as proof of need.

**9.2.3** Within five (5) workdays after receipt of the request, the President or their designees shall determine if the requested day(s) should be approved; provided, there are sufficient days available in the Special Sick Leave Bank.

**9.2.4** If the requested day(s) from the sick leave bank are approved, the President or designee will notify the Superintendent or designee of the name of the Employee and the number of days that is being approved from the sick leave bank. The Employee submitting such request will be advised in writing by the Association if the requested days are approved or are not approved. A copy of this notice will be given to the Superintendent or designee.

**9.2.5** Each first year Employee is automatically a participating member of the bank for the first year of employment. After the first year of employment, to remain a participating member of bank, Employees must donate one sick leave day. On November 1 of each year, all non-participants and second year employees will be assessed one (1) day unless the Employee notifies the Employer on a form provided by the Employer that the Employee does not wish to donate days to the sick bank. Probationary Employees who are participating members of the bank may withdraw ten (10) days in years one and two of their probationary period and twenty (20) days in years three and four of their probationary period. Tenured Employees who are participating members of the bank may withdraw ten (10) days per creditable year of service with the Employer to a maximum of fifty (50) approved days per year.

**9.2.6** An Employee who is eligible to receive disability benefits under the Illinois Workers' Compensation Act shall not be eligible to receive compensation through the Special Sick Leave Bank for the same days applicable to Workers' Compensation.

**9.2.7** Days remaining in the sick leave bank at the end of one fiscal year will be carried over to the next fiscal year.

**9.2.8** Employees may donate unused sick leave days to the Bank upon separation from the District. The District shall provide a form to Employees leaving the District informing them of this option. Such donation shall be implemented upon the written request of the Employee to the President of the Association and a copy to the Superintendent or designee. The aggregate annual donation of such days shall be limited to one hundred (100) days.

**9.2.9** Whenever the bank day accumulation falls below two hundred (200) days, an automatic assessment of one (1) day shall be taken from each Employee unless an Employee notifies the Employer on a form provided by the Employer that the Employee wishes to be a non-participant in the bank. Employees who do not have any accumulated sick leave days at the time of the automatic assessment shall be excused from the required donation.

**9.2.10** Any Employee whose sick day accumulation exceeds the limit established in Section 9.1.1 may donate the excess days annually to the sick bank. Such donation shall be implemented upon the written request of the Employee to the President of the Association and a copy to the Superintendent or designee. The aggregate annual donation of such days shall be limited to one hundred (100) days.

**9.3 Personal Leave**

Personal leave with full compensation shall be granted to an Employee in accordance with the following:

**9.3.1** An Employee shall be granted personal leave at the rate of two (2) days for a full school term of employment, and such leave days shall be available on the first normal scheduled workday of the school term. Upon the tenth (10th) year of employment in District 87, employees may accumulate a maximum of three (3) personal days. A new Employee employed after the first day of the school term shall be granted such leave at the rate of one-half (½) day for each remaining full forty-six (46) normal scheduled workday period of the normal scheduled workdays specified in paragraph 15.1.1 of this Agreement, and such leave days shall be available on the Employee's first scheduled workday. Such leave shall not be accumulated from year to year; however, on July 1 of each school year full and/or one-half (½) days of such leave not used during the preceding school term will be added to the Employee's accumulated paid sick leave not to exceed the maximum number of sick leave days specified in Section 9.1.1 of this Agreement.

**9.3.2** An Employee may use personal leave for any reason. Personal leave shall be taken and recorded by the actual time used.

**9.3.3** The granting of personal leave shall be subject to the availability of qualified substitute Employees to cover such leave and the prior approval of the Employee's building principal or such principal's designated representative. An Employee's request for such leave may be denied on a given workday if ten (10) percent of the classroom

Employees in the school building already have been granted time off or will not be at work at the school on such workday. For the purpose of this paragraph, the number of employees comprising the ten (10) percent will be determined by rounding to the nearest whole number, with one (1) being the minimum at any school.

**9.3.4** A request for personal leave shall be submitted in advance in the accepted method of District 87. Such request shall be submitted two (2) days in advance of the leave, except when circumstances prevent giving such advance notice.

**9.3.5** The day immediately preceding or immediately following a legal holiday or school recess approved by the Employer, except the first day of school, last day of school, Thanksgiving break, Winter break and Spring break, shall be approved for personal leave. Personal leave shall only be approved on excluded dates in an emergency situation, for observance of a religious holiday, or on the special approval of the Superintendent or designated representative.

**9.4 Family Leave**

A family leave without compensation shall be granted to an Employee in accordance with the following:

**9.4.1** An Employee who is pregnant or whose spouse is pregnant shall be granted such leave, provided the leave is requested to begin during a period commencing one hundred and twenty (120) days prior to the expected date of the normal birth of the child and ending ten (10) days after the birth of the child.

(a) An Employee who is adopting a child shall be granted such leave, provided, the leave is requested to begin during a period commencing with the date the child is placed with such Employee and ending ten (10) days after such placement.

(b) If under the above time frame for beginning a Family Leave the starting date for the leave would be after March 1 of the school year in which the leave is requested, the Employee may request that the starting date be waived and that such leave be taken the entire next ensuing school term. In which event, the one (1) year extension provided by paragraph 9.4.3 shall not apply.

**9.4.2** An Employee requesting a family leave shall notify the building principal or supervisor in writing of the date such leave will begin. The Employee shall include with such notice a physician's statement certifying the pregnancy, a copy of the birth certificate of the child, or a written notice of adoption from the adoption agency, whichever is applicable.

**9.4.3** Such leave shall be granted for the remainder of the school term in which the leave begins and on the written request of the Employee shall be extended for a maximum of one (1) additional school term.

**9.4.4** The Employee may request that a meeting be scheduled with the building principal, Superintendent or designee, and a representative of the Association to discuss arrangements for such leave.

**9.4.5** All benefits available to an Employee under this Agreement shall be suspended during a family leave. Such leave shall not be allowed for credit on Appendix A; provided, however, any Employee granted such leave who has completed one (1)

semester or more of the school term prior to such leave shall be considered to have completed a full year for the purpose of advancement on such compensation schedule.

**9.4.6** Employees may make arrangements to continue their group health and accident insurance coverage during such leave at their own expense.

**9.4.7** The contractual continued service status of such Employee shall not be affected because of absence while on family leave as provided for herein.

**9.4.8** The Employer may request a physician's written approval for an Employee who has given birth to return to teaching duties.

**9.4.9** An Employee who is on a family leave on or before February 15 of any school term shall request by February 15 of the then current school term an extension of such leave, if applicable, or notify the Superintendent or designee of their intention to return to work at the start of the next school term. The date of such notice for an Employee granted such leave after February 15 of any school term shall be sixty (60) days before the start of the next school term. The Employer shall notify such Employee in writing by certified mail of the requirements of this paragraph no less than fifteen (15) days prior to the required date of such notice by such Employee.

**9.4.10** An Employee returning from a family leave shall be assigned by the Board to a position substantially similar to the one which the Employee held prior to the family leave.

**9.4.11** Access to family leave by a probationary Employee shall constitute a break in the Employee’s continuous service.

**9.5 Jury Service**

An Employee on jury service during their scheduled working hours shall receive full compensation for the time served on jury service upon surrendering to the Employer all payments received for such jury service, less any mileage, meal allowance, and parking fees. If such jury service is on the Employee's scheduled time off, they shall retain the pay for such jury service. If such jury service is less than the normal scheduled workday, the Employee shall return to their assigned school.

**9.6 Sabbatical Leave**

The Employer may grant a sabbatical leave of absence to an Employee for a period of at least four (4) school months but not to exceed one (1) school term. Such leave shall be for resident study, research, travel, or other purposes designed to improve the Employer's school system. Granting a sabbatical leave shall be in accordance with the following conditions.

**9.6.1** The number of Employees on sabbatical leave during any school term shall not exceed four (4).

**9.6.2** General qualifications for a sabbatical leave are as follows:

(a) An Employee shall have a minimum of six (6) years of satisfactory service as a full-time Employee with the Employer and shall not have received a sabbatical leave during the six (6) school terms immediately preceding application for the leave.

(b) The leave shall be conditional upon a written plan for resident study, research, travel, or other purposes provided by the Employee and deemed by the Employer to benefit the School District. Such plan shall be approved by the Board of Education and not thereafter modified without approval of such Board.
(c) The Employee shall not engage in any activity for which salary or other compensation is paid unless the activity is directly related to the purpose for which the leave is granted; however, such leave may be granted to enable the applicant, if otherwise eligible, to accept scholarships for study or research.

**9.6.3** A joint administration-Association sabbatical leave committee shall be established to review sabbatical leave applications and to make recommendations to the Superintendent for evaluation and presentation to the Board of Education. Such committee shall be composed of an equal number of administrators and Association members representing the elementary and secondary levels. The Association shall appoint its members of such committee.

**9.6.4** An Employee granted a sabbatical leave shall agree in writing to return to and perform their assigned duties in the Employer's School District for a minimum of two (2) consecutive school terms after return, unless such return and performance is prevented by illness, incapacity, or death. The Employer may release such Employee prior to completing the two (2) year minimum; provided, the Employee reimburses the Employer the compensation paid him while on sabbatical leave or a proportionate part of such compensation as determined by the fraction of the unfulfilled portion of the two (2) year minimum.

**9.6.5** An Employee granted a sabbatical leave shall receive compensation that is not less than the minimum salary provided by The School Code of Illinois or one-half (½) of the Employee's regular basic compensation, whichever is greater. The Employer will pay such Employee's contribution to the Illinois Employees' Retirement System in accordance with Section 24-6.1 of The School Code. Such Employee shall receive the same health and life insurance benefits as provided other full-time employees.

**9.6.6** An absence while on sabbatical leave shall not be construed as a discontinuance of service for any purpose, including progression on any applicable compensation schedule. The contractual continued service status of an Employee on sabbatical leave shall not be affected.

**9.7 Leave for Military Service**
Employees entering into military service shall be treated in accordance with the Federal and State laws protecting the employment rights of veterans.

**9.8 Leave for Educational Meeting**
An Employee may be granted leave with pay to attend an educational meeting, conference, or workshop.

**9.8.1** A request for such leave shall be submitted on a travel request form furnished by the Employer.

**9.8.2** Such leave may be approved with or without all or part of the expenses paid by the Employer. Approved expenses will be paid in accordance with Section 15.16 of this Agreement.

**9.9 Leave to Serve in the General Assembly**
A leave of absence to serve in the General Assembly of the State of Illinois will be granted without salary to an Employee elected to such office and making a request for such leave according to the laws of the State of Illinois.

**9.9.1** A year or years served on a leave to serve in the General Assembly shall not apply as a year or years of experience on Appendix A.

**9.9.2** In accordance with Section 24-13 of the Illinois School Code, (a) the contractual continued service status of an Employee shall not be affected because of serving in the General Assembly, and (b) an Employee employed to replace one serving in the General Assembly will not acquire contractual continued service under Article 24 of The Illinois School Code.

**9.9.3** Access to leave to serve in the General Assembly by a probationary Employee shall constitute a break in the Employee's continuous service.

**9.10 General Leave of Absence Without Compensation**
The District may grant a general leave of absence without compensation to an Employee in accordance with the following provisions:

**9.10.1** Such leave may be granted for a specified educational service; advanced study; or prolonged illness for the remainder of the school term in which the leave begins and on the written request of the Employee may be extended for a maximum of one (1) additional school term.

**9.10.2** In addition, such leave may be granted to serve as President of the Illinois Education Association for a maximum of two (2) school terms.

**9.10.3** Time served on a general leave of absence shall not be allowed for credit on Appendix A and shall not apply as length of service with the Employer; provided, however, any Employee granted such leave who has completed one (1) semester or more of the school term prior to the leave shall be considered to have completed a full year for the purpose of advancement on such compensation schedule.

**9.10.4** The contractual continued service status of an Employee shall not be affected while on a general leave of absence as provided herein.

**9.10.5** Access to leave without compensation by a probationary Employee shall constitute a break in the Employee's continuous service.

**9.11 General Leave of Absence With Compensation**
The District may grant a general leave of absence with compensation to an Employee in accordance with the following provisions:

**9.11.1** Such leave may be granted for a specified educational service or other purpose approved by the Employer.

**9.11.2** Time served on a general leave of absence with compensation shall be allowed for credit on Appendix A and shall apply as length of service with the Employer; provided, however, any Employee granted such leave who has completed one (1)

semester or more of the school term prior or following such leave shall be considered to have completed only one (1) full year of service for the purpose of advancement on such compensation schedule and service with the District.

**9.11.3** The contractual continued service status of an Employee shall not be affected while on a general leave of absence with compensation as provided herein.

**9.11.4** Compensation, benefits, and working conditions of an Employee on a general leave of absence with compensation provided herein shall be bargained with the Association.

**9.12 Association Leave Days**

Association Leave shall be granted to an Employee in accordance with the following:

**9.12.1** The Association shall submit a written request to the Superintendent or designee for such leave at least seven (7) days in advance of commencement of the leave. Such request shall state the specific reason for the requested leave, name of the Employee, and the day or days of the leave.

**9.12.2** The granting of such leave shall be subject to the Employer's determination that the Employee's absence will not impair the quality of classroom instruction. Such leave shall be approved for either one-half (½) or all of the normal scheduled Employee workday.

**9.12.3** There shall not be an aggregate number of Association leave days in any school term in excess of thirty (30) normal workdays for all Employees.

**9.12.4** No more than seven (7) Employees may be absent pursuant to this Section on any one (1) school day.

**9.12.5** The Association shall reimburse the Employer the Board approved rate for substitute Employees for the current school term for each such day, provided the Employer employs a substitute for such day.

**9.13 Association President Leave**

The Association President shall be granted President leave in accordance with the following:

**9.13.1** The Association shall submit a written request for such leave at least seven (7) days in advance of commencement of the leave. Such request shall state the specific reason for the requested leave and the day or days of the leave.

**9.13.2** The granting of such leave shall be subject to the Employer's determination that the President’s absence will not impair the quality of classroom instruction. Such leave shall be approved for either one-half (½) or all of the normal scheduled Employee workday.

**9.13.3** There shall not be an aggregate number of Association President Leave Days in any school term in excess of ten (10) school days.

**9.13.4** This Section shall not preclude the President from requesting Association Leave Days in accordance with the provisions of Section 9.10.

**9.13.5** The Association shall reimburse the Employer for each such President Leave Day the cost of the President's daily compensation in accordance with Appendix A.

**9.13.6** The Association President shall be released from full-time teaching duties and provided Association Released Time for two (2) hours of student contact time per day. The Employer is responsible for any costs associated with the first hour of release time daily. The Association shall reimburse the District for the second hour of release time if costs are incurred for coverage. The Association shall not be responsible for more than the cost of an Extra Assignment set forth in 15.5 of this Agreement. The Employer shall invoice the Association for, and the Association shall pay, such costs once per semester. This time shall be taken in a manner which is least disruptive to the educational process in the District, and the specific schedule of released time shall be mutually determined by the Association and the Employer. The Association President shall not be responsible for those instructional duties for which the replacement Employee has been employed and it is understood that the necessary coordination between the Association President and the replacement Employee regarding parent conferences, staffings, inservices, and other required meetings shall occur so as to not disrupt the educational process. Upon return from the released time experience, the Association President shall resume full time instruction in the exact teaching assignment which they left if that position still exists, unless a voluntary transfer request by the President has been honored.

### 9.14 Part-Time Employee Benefits

Part-time Employees shall be entitled to sick leave, leave for jury service, leave for military service, leave for educational meetings, Association leave days, and Association president leave days as provided herein. However, such Employees shall accrue such benefits only in proportion to the number of hours they are scheduled to work as compared to a full-time Employee. (For example, a part-time Employee normally scheduled to work one-third (1/3) of the normal scheduled workday will receive only one-third (1/3) pay for each day of such benefits.) Part-time Employees shall be eligible for health and accident insurance, life insurance, Four Seasons Association participation, extra duty pay, designated committees pay, compensation for performing hourly educational assignments, participation in the tax sheltered annuity program for Employees who work one thousand (1,000) hours or more annually, and travel allowance as provided elsewhere herein. Part-time Employees shall be entitled to one (1) personal leave day. Part-time Employees shall not be entitled to sabbatical leave, leave to serve in the General Assembly, and general leaves.

### 9.15 Job Sharing Leave

**9.15.1** Job sharing as defined in this section is a voluntary opportunity for two (2) Employees to share one (1) full-time teaching position or one (1) Employee to share one (1) full-time teaching position with a regularly employed part-time Employee hired by the District.

**9.15.2** Employees who are interested in a job sharing opportunity shall submit an application for a job sharing leave to the Superintendent or designee by February 15 of the year preceding the school year for which the leave is requested. The Employer shall notify the applicants of its disposition of the request by May 1 following the request. Each application for job sharing leave shall be granted or denied within the sole discretion of the Employer, and all such actions shall be non-precedent setting.

**9.15.3** The length of a job sharing leave shall be for one (1) school year and may be renewed by the Employer, provided that a request must be made by February 15 by the

participant to extend the leave for one (1) additional year. The Employer shall notify the applicant of its decision to extend the leave by May 1 following the requested extension.

**9.15.4** The responsibilities of an assignment by two (2) job sharers may be divided according to a plan designed by the job sharers, subject to approval by the building administrator. This plan will include, but not be limited to teaching responsibilities, substitution procedures, schedule of work hour and/or days, and attendance at staff meetings, District meetings, parent conferences and field trips. The total planning and conference time shall time shall not exceed the planning time for a full-time Employee. This plan shall accompany and be part of the application for job sharing leave.

**9.15.5** Participants in job sharing positions shall be placed appropriately on Appendix A of the current Agreement between the Association and the Employer, and salaries shall be pro-rated according to the time worked pursuant to Section 15.1.6 of the current Agreement. Participants shall receive a full salary step advancement credit for each school year of job sharing experience. Benefits in addition to salary shall be administered pursuant to Section 9.15 of the current Agreement.

**9.15.6** Tenured Employees who participate in job sharing opportunities shall be considered to be on a leave of absence without compensation for those portions of the school work hours/days they are not working. Continued contractual service shall not be affected while on a job sharing leave as provided herein.

## ARTICLE 10: VACANCIES, TRANSFERS, PROMOTIONS AND ASSIGNMENTS

### 10.1 Notice of Permanent Vacancies

The Employer shall post in all school buildings and shall mail to the Association an electronic notice of any permanent vacancy or anticipated vacancy in a full-time or part-time certificated position covered by this Agreement for the following school term. When specific training, experience, or other qualifications are prerequisites for the vacancy, such conditions shall be stated in the notice. No vacancy shall be filled permanently until such vacancy is posted ten (10) normal scheduled workdays, except when the vacancy develops during the summer when school is not in session. During the summer when school is not in session, such notices shall be mailed to the Association and to each tenured Employee employed for the following school term who has filed with the Superintendent or designee a request to be advised of vacancies of the particular type available. Such notice shall state a brief description of the duties involved in the position and the salary range. The Employer need not post a notice of any permanent or anticipated vacancy for a school term, if such vacancy develops after July 1 immediately prior to commencement of such school term; however, the Employer shall send notification of the vacancy to the Association President. Any such unsuccessful applicant who requests in writing the reasons they were not selected shall be given the reasons in writing by the Employer within five (5) normal scheduled workdays after such request.

### 10.2 Request for Transfer to a Different Certificated Position

Any tenured Employee interested in a transfer to a different certificated position covered by this Agreement may file an online application for such transfer with the Superintendent or designee. Any such request shall be valid for the remainder of the school term in which such request was filed and until the first day of the next school term, at which time a new request may be filed. Such request will be given consideration by the Employer when a permanent vacancy of the type specified on the request develops. If such request for transfer to a different certificated position is denied, the reason for the denial shall be given in writing within five (5) normal scheduled workdays after filling the position.

### 10.3 Request for Transfer to a Different Building Location

Any tenured Employee interested in a transfer to a certificated position covered by this Agreement at a different building location may file an online application for such transfer with the Superintendent or designee. Any such request shall be valid for the remainder of the school term in which such request was filed and until the first day of the next school term, at which time a new request may be filed. Such request will be given consideration by the Employer when a permanent vacancy at the building specified on the request develops. Any such unsuccessful applicant who requests the reasons they were not transferred to a different building location shall be given the reasons by the Employer within five (5) normal scheduled workdays after such request; provided, however, it is agreed and understood that such reason need not be in writing.

### 10.4 Filling Permanent Vacancies

In filling a permanent vacancy in a full-time or part-time certificated position covered by this Agreement, the Employer shall consider any respective applicant's ability, qualifications, experience, length of service with the Employer, the best interests of all students and the School District, and any other factors the Employer considers pertinent.

### 10.5 Notice of Assignments

The Employer will give each Employee employed for the forthcoming school term written notice of their assignment for such term as far in advance of the first day of such term as is practicable, but in any event shall give each Employee such notice by August 1, unless circumstances

beyond the control of the Employer prevent giving such notice. In the event such notice is received by an Employee after August 1 and such notice changes the Employee's assignment from the prior school term, the Employer will accept the resignation of any such Employee who objects to such assignment if the Employee requests acceptance of their resignation within fourteen (14) calendar days after being advised of such assignment. A specialist schedule (Art, Learning Center/Media Specialist, Music and PE) will be e-mailed to all elementary Employees on or before the first day of student attendance in the school year. Adjustments to the schedule after that date shall be communicated in the same manner.

**10.6 Involuntary Transfer or Change in Assignment**
If at any time it is necessary to transfer an Employee to a different building location, Junior High School team assignment, or to change an Employee's assignment, either temporarily or permanently, in making such transfer or change the Employer shall hold a conference with such Employee involved in such transfer or change to consider all factors the Employer considers pertinent in addition to the specific factors referred to in Section 10.4. Following the conference, the Employer shall provide to the Employee the reasons, in writing, for the transfer. The Superintendent or the designee may grant up to a maximum of two (2) days for such Employee to make necessary arrangements for the transfer or change in assignments.

**10.7 Additional Employment Opportunities with the Employer**
The Employer will post in each school building a written notice of additional employment opportunities with the Employer which provide compensation including, but not limited to, extra duty assignments in Appendix B and summer school courses. During the summer when school is not in session, such notices shall be mailed to the Association. Employees may file a written request for such positions. In filling such positions, the Employer will consider the specific factors stated in Section 10.4 and all other factors the Employer considers pertinent. No Employee shall be compelled to accept any such additional opportunity; provided, however, if an Employee accepts such additional employment opportunity and such opportunity is referred to in the Employee's individual contract with the Employer, the Employee shall be considered to have breached such individual contract if they fail to perform such additional opportunity during the term of such individual contract. Any additional employment opportunities which are performed by Employees not covered by this Agreement shall be posted on an annual basis according to the provisions stated above.

**10.8 Employer's Selection for Vacancies, Transfers, or Opportunities**
Nothing in this Agreement shall be construed as obligating the Employer to select any particular applicant for a vacancy, transfer, or additional opportunity or preventing the Employer's filling such vacancy, transfer, or opportunity with an Employee other than one who has requested such vacancy, transfer, or opportunity, or a newly hired Employee; provided, however, the provisions of this Article are not abrogated.

**10.9 Positions Outside Bargaining Unit**
Any Employee interested in a position with the Employer outside the bargaining unit may file a written request to be considered for such position if any vacancies in such position develop. However, nothing in this Agreement shall be construed as restricting the Employer in any way with respect to selecting persons to fill such positions. Any such request shall be valid for six (6) months of the date thereof, at which time a new request may be filed.

**10.10 Request for a Student Teacher**
Any Employee possessing a minimum of a baccalaureate degree, one (1) year of teaching experience in the School District, and at least three (3) years of successful teaching experience in their field who is interested in serving as a cooperating teacher of a student teacher placed in

the School District by a college or university may file a written request with their building principal to be considered as a cooperating teacher if any such opportunity develops. However, nothing in this Agreement shall be construed as obligating the Employer or its representative to select Employees to serve as such cooperating teachers.

**10.10.1** The college or university coordinator of student teachers shall have the opportunity to meet directly with the cooperating teacher; provided, however, such meeting does not interfere with the Employee's regular teaching assignment. The building principal shall be advised of such meeting.

**10.10.2** Any compensation made available for supervising a student teacher shall be paid directly to the cooperating teacher.

**10.10.3** No student teacher shall be used as a substitute teacher nor shall any student teacher be placed in sole charge of a classroom until the college or university coordinator, the cooperating teacher, and the building principal or other supervisor have mutually agreed in writing that this experience is desirable. Copies of such written agreement shall be given to the parties involved in the decision.

**10.10.4** A committee composed of three (3) representatives chosen by the Association and three (3) representatives chosen by the Employer shall evaluate the current student teaching policies and shall meet and prepare a procedure for awarding tuition waivers or other benefits received from the college or universities, if any, to be distributed to Employees who meet the criteria for receiving such waivers or benefits established by the college or university providing the waivers or benefits. Such procedures for awarding tuition waivers shall give preference to tenured employees who have been honorably dismissed by the Employer.

**10.10.5** No Employee shall be compelled to serve as a supervisor of an intern, junior participant, CORE person, or student teacher.

**10.11 Combination Classes at the Elementary Level**

In the event that it becomes necessary to assign an Employee to a combination class in an elementary building, volunteers will be requested to fill such position. The class size in any combination class will, wherever possible, be maintained at levels fewer than typical grade level classes. The building administrator will work cooperatively with appropriate staff in identifying students to be assigned to such class.

**10.12 Subcontracting**

The Employer recognizes the Association’s interest in having services provided by bargaining unit members instead of third parties.

**10.12.1** Should a vacancy in a bargaining unit position exist, whether resulting from a resignation, retirement, termination, transfer, or the creation of a new position, the Employer may contract with a third party to fill the position and provide the service otherwise performed by bargaining unit members, only if no bargaining unit members who are qualified express an interest in the position.

**10.12.2** The Employer shall post the position, according to the provisions of the negotiated Contract for the next applicable school semester, year or season.

## ARTICLE 11: REDUCTION IN PERSONNEL

### 11.1 Removal of Employees

If the Employer determines that a reduction in the number of Employees employed is necessary, or that a particular type of service should be discontinued, the Employer shall reduce Employees in compliance with the law present as of the time of such reduction. The Employer shall provide the Association and the Employees affected by a reduction in the number of Employees or the discontinuance of a particular type of service with a written statement of the reasons for the Employer's action.

### 11.2 Re-employment of Employees

The Employer shall recall employees to work in accordance with recall as proscribed by law present as of the time of such recall. A tenured Employee who is honorably dismissed at the end of a school year will have the right to be recalled to employment as a certified employee for a period of two (2) calendar years from the beginning of the school term following the school term in which dismissal occurred. An Employee's failure to respond affirmatively within fourteen (14) days after receipt of the Employer's letter sent by certified mail to the Employee's address on file with the Employer recalling such Employee shall result in termination of the Employee's rights hereunder.

### 11.3 General Principles Regarding Equal Length of Service, Experience, Etc.

In applying Section 11.1 and 11.2, if the law does not proscribe or otherwise require an order of reduction or recall, and there is otherwise a tie between two or more tenured Employees certified to perform the desired service and who meet the requirements of the Illinois State Board of Education for "highly qualified" in the subject area to be assigned, length of service with the Employer is equal, prior experience shall control; and if prior experience is equal, the position of the respective Employees on Appendix A at the time of their removal with respect to education shall control.

## ARTICLE 12: TERMINATION OF EMPLOYEES

### 12.1 Compliance with the Law
The Employer shall comply with applicable State and Federal laws regarding the termination of any probationary or tenured Employee.

### 12.2 Challenge of Termination
The termination of any Employee may not be challenged through the grievance procedure provided in Article 4 of this Agreement, the parties' intent being that, if any termination is to be challenged, it shall be challenged through the applicable legal statutory procedures rather than through this Agreement's grievance procedure. This provision shall not be construed to create an exception to the application of Article 3 of this Agreement.

## ARTICLE 13: GENERAL PROVISIONS

### 13.1 Physical Facilities
It is the objective of the Employer that Employees be provided with a separate desk with an operational lock, a file cabinet, and closet space to store coats, overshoes, and other personal articles.

### 13.2 Employees Lounge
It is the objective of the Employer that each school be provided with restroom and lounge facilities for Employees that are private, clean, comfortable, and available during regular working hours.

### 13.3 Duplicating Facilities
Appropriate devices and technology needed for duplicating instructional materials, including working copy machines or printers, shall be made available to each school for the use of Employees. Upon approval of the building principal, clerical personnel shall assist Employees in duplicating materials.

### 13.4 Telephone Facilities
Telephone service shall be available to Employees. Both parties agree that Employees will pay for any toll personal telephone calls.

### 13.5 Professional Library
The Employer agrees to maintain a central professional library which shall include selected professional reference materials and copies of all textbooks currently in regular use in the District. The Employer shall continue, whenever possible, to make selected professional materials available in each school building.

### 13.6 Dictionary
A recent edition of a dictionary, or adequate technology for accessing online tools, shall be provided in each classroom.

### 13.7 Materials and Supplies
Employees covered by this Agreement shall have an opportunity to submit budget requests for instructional materials and supplies. Employees shall be advised prior to August 1 whether their budget requests were approved or not approved by the Employer.

### 13.8 Assignment of School Nurses
The Employer shall not assign a nurse employed by the Employer to a position as a substitute Employee; provided, however, this shall not preclude the Employer's utilizing such a nurse as a resource person to assist an Employee in presenting topics with respect to which the nurse has special knowledge.

### 13.9 Office Space
The Employer shall provide, whenever possible, office space for Employees.

### 13.10 Student-Certificated Staff Ratio
It is an objective of the Employer to maintain a ratio of students to total certificated staff covered by this Agreement that shall not exceed twenty-six (26) to one (1).

### 13.11 Successor Clause
This Agreement shall be binding upon the parties, their successors, and assigns.

**13.11.1** Should the District be annexed, combined, or reorganized, this Agreement will apply to the newly formed district, provided that:

(a) Should the employees of the other district(s) be represented by a different labor organization, the parties recognize that the Illinois Educational Labor Relations Board (IELRB) may be required to determine the majority representative; or

(b) Should the employees of the other district(s) be unrepresented and greater in number than the Employees in District 87, the parties will promptly arrange an election to determine the Union's majority status. Should the Association be determined the majority representative, the terms of this Agreement shall apply to the newly formed unit.

**13.11.2** All bargaining unit members on tenure at the time of annexation, combination, or other reorganization shall be granted tenure by the successor board of education.

**13.11.3** It is the intent of the parties that, the annexation, combination, or reorganization shall not adversely impact upon the contractual rights of the employees covered by this Agreement.

**13.12 Time**
When time is mentioned in this Agreement, time is of the essence.

**13.13 Certification of Employees**
The Employer and the Association agree that any Employee covered by this Agreement shall meet Illinois certification requirements and hold a valid certificate from the State of Illinois.

**13.14 Notification When Outside Organizations/Groups Need to Use District Facilities**
The District will give an Employee at least one (1) weeks' notice when the District allows outside organizations or groups to use an Employee's workspace or classroom. When necessary and only when the building principal agrees, the Employee will be compensated at the hourly rate when the classroom must be secured.

**13.15 Surveillance**

**13.15.1** The purpose of surveillance equipment is to secure the buildings. The purpose of surveillance equipment is not to evaluate the performance of employees or to monitor their behavior or conduct.

**13.15.2** Surveillance shall only occur in common areas including, among others, hallways, parking lots, grounds, cafeterias, and gymnasiums. Surveillance equipment will not be utilized to observe employee performance or otherwise be accessed as documentation in the employee evaluation process.

**13.15.3** Data from the surveillance equipment may be reviewed by the District's personnel in connection with investigations of suspected criminal conduct or security violations or incidents. Access to data involving District personnel will be limited to appropriate administrative personnel and police liaison officers. Such review will take place in the office of one of the parties listed above. If the review of data inadvertently reveals alleged incidents of employee misconduct, the following process will be followed:

(a) The Employee and the Association will be notified if the District intends to investigate the alleged employee misconduct incident. Such notification shall be in writing.

(b) The Association representative or the Employee's representative may review the data depicting the alleged employee misconduct.

(c) The employee has the right to be represented in all investigatory meetings regarding alleged misconduct unless the employee declines representation. For further information see Section 2.9 of this Agreement.

(d) Any discipline that may be imposed against the employee as a result of the misconduct investigation shall be in accordance with the applicable provisions in this Agreement.

**13.15.4** Data from surveillance equipment may be stored for up to thirty (30) calendar days unless there is cause to believe that such data would document a criminal or security incident.

**13.15.5** At the time surveillance equipment is activated in each school building, all employees at that school shall be informed in writing, of the use of the surveillance equipment. All new employees will be notified in writing, of the use of the surveillance equipment as part of new employee orientation.

## ARTICLE 14: ACADEMIC FREEDOM

### 14.1 Academic Freedom Encouraged

The parties seek to educate young people in the democratic tradition, to foster recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights of the United States and the Constitution of the State of Illinois, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere in which academic freedom consistent with these democratic values for Employee and student is encouraged.

## ARTICLE 15: COMPENSATION AND RELATED PROVISIONS

### 15.1 Compensation

Effective August 15, 2021 Employees covered by this Agreement shall receive compensation as set forth in Appendix A for the 2021-2022, 2022-2023, and 2023-2024 school years which shall be attached to and made part of this Agreement.

**15.1.1** Such compensation is based on one hundred and eighty-one (181) normal scheduled workdays. However, nothing contained in this Article, or any other provision of this Agreement, shall be construed as a guarantee of days or hours of work. No deduction shall be made from the compensation of an Employee on account of any legal or special holiday.

**15.1.2** An Employee employed by the Employer to work in excess of one hundred and eighty-one (181) normal scheduled workdays, as specified in paragraph 15.1.1, shall receive 1/181 of their regular base annual compensation, exclusive of extra duty pay, for each day worked in excess of the regular one hundred and eighty-one (181) normal scheduled workdays. In lieu of the above stated compensation for work performed in excess of the regular work year, Employees who are requested to voluntarily perform such work may elect, with the concurrence of their supervisor and with advance notification to the Association President, to take an equal amount of compensated release time to be used at their discretion during the regular school year.

**15.1.3** An Employee shall receive full credit on Appendix A for each full year of teaching experience outside the District not to exceed a maximum of five (5) years at full credit. In addition, an Employee may receive one (1) full year's credit on such compensation for each two (2) full years of teaching experience outside the District not to exceed a maximum of five additional years of credit on such compensation. The Employer agrees in all cases to meet the minimum salary for an Employee as specified by the law of the State of Illinois.

Some Employees, such as School Service Specialists (i.e. Speech Language Pathologists, School Psychologists, Social Workers, Counselors, and School Nurses) and those teaching technical subjects at the Bloomington Area Career Center have previous work experience from settings other than public schools, including clinical and related professional settings. Such current or new Employees shall receive one full year's credit for each year of work experience not to exceed a maximum of five (5) years at full credit. In addition, such Employees may receive one (1) full year's credit on such compensation for each two (2) years of work experience outside the district not to exceed a maximum of five (5) additional years of credit on such compensation. Employees desiring credit shall have until no later than February 1, 2022 to submit to Human Resources complete documentation necessary for movement on the schedule consistent with this section.

**15.1.4** Additional college and university course work to be applied on Appendix A must be approved by the Superintendent or designee. Such course work shall be approved if it is at the graduate level except where the Superintendent or designee approve undergraduate courses for specific areas of need, is provided by an Illinois Approved Teacher Education Institution (list currently available at.isbe.net/Pages/Professional-Educator-License.aspx) and meets one of the following requirements:

1. be focused on developing skill/proficiency in specific areas of need identified by the Superintendent or designee;

2. be in the Employee's teaching field, deal with teaching theories and practices or educational techniques and theories; and

3. be part of a State of Illinois approved Master's or Doctoral degree program in education or the Employee's current content area.

(a) The Superintendent or designee may request additional information in order to determine whether course work meets conditions for approval. The determination of the Superintendent or designee shall be final.

(b) In order that any compensation adjustment may be implemented by the Employer, an official transcript or a copy of a request for a transcript of the course work shall be filed with the Superintendent or designee not later than October 1 of the school term in which the compensation adjustment shall be made; however, such adjustment shall not be made until an official transcript has been received by the Employer. Except in special circumstances, no more than six (6) hours will be approved per school semester and no more than nine (9) hours for the summer.

(c) Once course work is approved under this provision, it shall be accepted for credit on the salary schedule once it is completed.

(d) Additional education credit shall be given to current or new Employees whose Masters degree programs required more than 36 graduate credit hours to obtain their graduate degree. For example, if an Employee's graduate program required them to complete sixty (60) graduate credit hours, then the Employee would have twenty-four (24) graduate hours beyond the MA column recognized for the purposes of Appendix A, and the Employee would be placed at the MA+24 column. Employees desiring credit shall have until no later than February 1, 2022 to submit to Human Resources complete documentation necessary for movement on the schedule consistent with this section.

(e) An Employee who completes a District sponsored course of fifteen (15) hours, if such courses are offered by the Employer, shall receive three hundred dollars ($300.00) for each course completed. In place of the compensation above, an Employee may request such course work be applied to Appendix A at the rate of one (1) hour of credit for each fifteen (15) hours of course work. The course must be completed by October 1 of the school term in which the compensation adjustment is made. In no case may the Employee receive both compensation and credit on Appendix A for a course.

**15.1.5** An Employee with less than a Bachelor's Degree employed by the Employer to teach students at the secondary level shall be paid in accordance with the BA column of Appendix A, provided, however, such Employee holds a valid Provisional Vocational Certificate for the State of Illinois. In addition to credit for teaching experience as provided by paragraph 15.1.3, such Employee may receive credit on the BA column of Appendix A for each full year of work experience prior to commencing employment with the Employer, not to exceed two (2) full years; provided, the Employer determines that such work experience is related to such Employee's assignment.

**15.1.6** Part-time Employees employed on a regular basis to work a portion of the normal scheduled workday shall receive compensation in accordance with Appendix A in

proportion to the student contact time of a full-time Employee at that level.

(a) Part-time Employees employed at the elementary level shall be paid based on the 1,425 student contact minutes (per week) of a full-time elementary Employee. For example, an Employee scheduled to work for 570 minutes per week shall be paid 40% (570/1,425) of the compensation in accordance with Appendix A.

(b) Part-time Employees employed at the junior high level shall be paid based on the number of class periods taught by a full-time Employee at the junior high. For example, an Employee scheduled to teach four classes shall be paid 4/6 (2/3) of the compensation in accordance with Appendix A.

(c) Part-time Employees employed at the high school level shall be paid based on the number of class periods taught by a full-time Employee at the high school. For example, an Employee scheduled to teach four classes shall be paid 4/5 of the compensation in accordance with Appendix A.

(d) Part-time Employees employed at more than one level shall be paid the sum of the calculation for each level. For example, an Employee employed at the elementary level and the junior high level shall be paid the sum of the elementary calculation and the sum of the junior high calculation.

**15.2 Extra Duty Pay Schedule**
Effective August 15, 2021, Employees covered by this Agreement who agree to perform extra duties as assigned by the Employer during the school term shall receive additional pay as set forth in Appendix B for the 2021-2022, 2022-2023, 2023-2024 school years which shall be attached to and made part of this Agreement.

**15.3 Additional Compensation Schedule**
Effective August 15, 2021 Employees covered by this Agreement who agree to perform the additional duties as assigned by the Employer during the school term shall receive additional compensation as set forth in Appendix C for the 2021-2022, 2022-2023, 2023-2024 school years, which shall be attached to and made part of this Agreement.

**15.4 Designated Educational Committees Which Provide Compensation**
The Employer may establish during the school term certain levels of designated educational committees which provide additional compensation. Such educational committees will be established by the Superintendent in accordance with the following provisions:

**15.4.1** The Superintendent or designee will advise the Association in writing of all such committees which will provide compensation in accordance with this Section, and such notification shall be given to the Association prior to posting the notice of such committees in accordance with paragraph 15.4.2.

**15.4.2** The Employer will post in each school building a written notice of such committees which have been established by the Superintendent. Such notice shall state a brief description of the duties involved in the committee's work and the amount of compensation to be paid.

**15.4.3** An Employee may file a written request to serve on such committees. In filling such committee assignment, the Employer will consider the specific factors stated in Section 10.4 of this Agreement, an Employee's preference, and all other factors the

Employer considers pertinent. No Employee shall be compelled to accept any educational committee assignment; provided, however, if an Employee accepts such assignment, the Employee will be expected by the Employer to perform the duties necessary to complete such committee's assigned duties. The President of the Association will be invited to serve as an unpaid member of committees concerned with Employee evaluation.

**15.4.4** Such committees shall meet before or after the normal scheduled workday as established by Section 5.2 of this Agreement, and the duration of each meeting shall be established by the committee.

**15.4.5** Employees who are assigned to serve on designated educational committees and who agree to perform such assignments shall receive applicable additional compensation as set forth in Appendix C, which shall be attached to and made part of this Agreement. Payment of such compensation shall be in a lump sum and will be added to an Employee's semi-monthly paycheck on or before May 15, of the then current school term.

**15.5 Compensation for Extra Assignments**

A full-time high school, Area Career Center, or junior high school Employee covered by this Agreement who agrees to perform one (1) or more extra assignments as assigned by the Employer for the school year or any portion thereof, in addition to the normal number of assignments in the school day for such Employee, shall receive additional compensation at the applicable hourly rate set forth in Appendix C. No Employee shall be compelled to accept any extra assignment; provided, however, if an Employee accepts such an assignment, the Employee will be expected by the Employer to perform the duties necessary to complete the assignment. Extra hourly assignment(s) shall be designated by the Employer as a particular class on the Employee’s teaching schedule. Payment for the extra assignment(s) shall not occur unless the Employee actually teaches the designated class.

**15.5.1** A full-time high school, Area Career Center, or junior high school Employee covered by this Agreement, who agrees to perform one (1) or more extra assignments as assigned by the Employer for the school year or any portion thereof, in addition to the normal number of assignments in the school day for such Employee, shall receive additional compensation at the flat rate of fifteen percent (15%) of the base pay set in Appendix A in Column one, Row one. This compensation will be for each overload assignment accepted prorated per semester taught. No Employee shall be compelled to accept any extra assignment; provided, however, if an Employee accepts such an assignment, the Employee will be expected by the Employer to perform the duties necessary to complete the assignment. Overload assignment(s) shall be designated by the Employer as a particular class on the Employee’s teaching schedule. Payment for extra assignment(s) will only occur in the semester taught.

**15.5.2** A full-time elementary Employee covered by this Agreement who agrees to perform one (1) or more extra assignments as assigned by the Employer for the school year or any portion thereof, in addition to the normal number of assignments in the school day for such Employee, shall receive additional compensation at a flat rate, which is a calculation of the hourly rate as set forth in Appendix C multiplied by the number of student attendance days in the school year. This compensation will be for each overload assignment accepted, prorated per semester taught. No Employee shall be compelled to accept any extra assignment; provided, however, if an Employee accepts such an assignment, the Employee will be expected by the Employer to perform the duties necessary to complete the assignment. Overload assignment(s) shall be designated by

the Employer as a particular class on the Employee's teaching schedule. Payment for the extra assignment(s) will only occur in the semester taught.

**15.5.3** A full-time elementary classroom teacher covered by this Agreement who conducts more than twenty-seven (27) in-person Parent-Teacher Conferences with a parent or legal guardian during the first semester only shall receive fifteen (15) minutes of additional compensation at the applicable hourly rate set forth in Appendix C for each conference over twenty-seven (27).

**15.6 Compensation for Performing Hourly Educational Assignments**
An Employee covered by this Agreement who agrees to perform as assigned by the Employer an educational assignment designated by the Superintendent as a hourly assignment under the provisions of this section shall receive additional compensation at the applicable hourly rate set forth in Appendix C. Such assignments shall include, but are not limited to, curriculum development and planning and performing job-related duties.

**15.6.1** Designated hourly assignments under the provisions of this Section shall be offered on an individual basis as determined by the Employer, and such assignments shall not be considered additional employment opportunities under Section 10.7.

**15.6.2** No Employee shall be compelled to accept any hourly educational assignment; provided, however, if an Employee accepts such an assignment, the Employee will be expected by the Employer to perform the duties necessary to complete the assignment. Nothing contained herein shall prevent the Employer from hiring temporary employees to perform short term or irregular teaching assignments.

**15.7 Compensation for Summer School**
An Employee covered by this Agreement who agrees to perform as assigned by the Employer a summer school assignment under the provisions of this Section shall receive additional compensation at the applicable hourly rate set forth in Appendix C. Summer School rates will not change until the beginning of the new school term.

**15.7.1** Opportunities for summer school employment shall be posted in accordance with the provisions of Section 10.7 of this Agreement.

**15.7.2** No Employee shall be compelled to accept a summer school assignment; provided, however, if an Employee accepts such an assignment, the Employee will be expected by the Employer to perform the duties necessary to complete the assignment. Nothing contained herein shall prevent the Employer from hiring temporary employees to perform summer school assignments.

**15.8 Compensation for the Saturday Detention of Students**
An Employee covered by this Agreement who agrees to perform, as assigned by the Employer, the duties associated with the Saturday detention of students shall receive additional compensation at the applicable hourly rate set forth in Appendix C.

**15.9 Compensation for Optional Education or Alternative School Programs**
An Employee covered by this Agreement who agrees to perform, as assigned by the Employer, an assignment in the Optional Education Program or the Alternative School Program shall receive additional compensation at the applicable hourly rate set forth in Appendix C.

**15.10 Compensation for Home Visitation**
An Employee covered by this Agreement who agrees and has prior approval of their supervisor to make home visits outside the scheduled school day shall receive additional compensation at the applicable hourly rate set forth in Appendix C.

**15.11 Compensation for Custodial and Disciplinary Assignments**
The Association will provide the Employer on or before September 1 of each year a list of employees who volunteer to serve as non-participants, for custodial and disciplinary purposes only, under Board Policy 7.330 related to Student Use of Buildings--Equal Access. The Employer will make such assignments in the order in which the names appear on the list provided by the Association. Employees are required to accept the assignments in the order offered unless there is a reasonable excuse for not doing so. In the event the Employer has exhausted all of the names on the list, it may make such assignments to persons outside the bargaining unit. Compensation for such assignments shall be at the rate of eleven ($11.00) per hour.

**15.12 Compensation Payment**
Compensation in accordance with Appendix A shall be paid to Employees on a semi-monthly basis of twenty-four (24) pay periods; provided, however, an Employee, upon submitting a written request to the Employer, shall receive compensation for four (4) pay periods in July and August with the last paycheck in June. Such request shall be submitted by May 1 of the school term on a form provided by the Employer.

**15.12.1** If a regular payday during the school term falls on a day when school is not in session, Employees shall receive paychecks on the last day of work preceding the scheduled payday. During the summer period when school is not in session, paychecks shall be mailed on the regular pay dates to designated addresses of Employees.

**15.12.2** An Employee who, after performing completely their individual employment contract with the Employer, is not returning to the District the next school term shall have the balance of their contract compensation paid by the Employer on June 30 of the school term.

**15.12.3** An Employee starting employment with the District is eligible to receive a one-time advance payment of $1,000.08 on the last Thursday of August of their first year with the District. Eligible Employees shall request an advance payment by submitting a Payroll Deduction Authorization Form to the Payroll Department by the first day of work for all staff. The Employer will not charge interest for such advance payment and will recover the advance through payroll deduction pursuant to the Authorization Form.

**15.13 Tax Sheltered Annuity**
An Employee may participate in a tax deferred annuity plan authorized by the Employer, the payment therefor to be made through payroll deduction authorized in writing by the Employee on a form supplied by the Employer.

**15.14 Group Medical Plan**
The Employer will pay the lesser of ninety-five (95%) of the full monthly rate for a full-time employee's coverage under the Employer's group medical plan as established by the actuary or an amount equal to one hundred five percent (105%) of the monthly rate from the prior year. In no event shall the Board's contribution be more than ninety-five (95%) of the single rate. For a part-time Employee who is employed to work one-half time but less than full-time, the Employer will pay a portion of the monthly rate for the Employee's single rate under such plan, based on a

percentage of time employed. The amount of time for computation of the Employer's portion of the rate shall not include any compensation for performing extra assignments as covered in 15.5, 15.6, 15.7, 15.8, 15.9, 15.10, 15.11 and Schedules B and C. The portion, if any, of the single rate of an eligible part-time Employee not paid by the Employer's contribution, shall be paid by payroll deduction. If the balance in the Trust fund is less than six (6) months of annual spending at any time during a fiscal year, the Insurance Committee shall, by May 1, make changes to the Plan effective at the beginning of the next fiscal year to change benefits or employee payments (co-pays, deductibles, etc.) sufficient to ensure the Trust Fund balance is at or above the six (6) month level by the end of the next fiscal year. If the Insurance Committee's changes do not keep the Trust Fund balance at or above the six (6) month level by the end of the next fiscal year, each participating employee will pay five percent (5%) of the full monthly rate for a full-time employee's coverage during the following fiscal year.

**15.14.1** An employee who is eligible to participate in the Employer's group medical plan may purchase coverage for their dependents at ninety-five (95%) of the rate for dependent coverage, the payment therefor to be made through payroll deductions authorized in writing by the Employee on a form supplied by the Employer.

**15.14.2** An eligible Employee who resigns employment with the Employer after performing completely their individual employment contract with the Employer shall continue to have their insurance medical coverage paid by the Employer, to the extent provided herein, through the date of the Employer's final salary payment to the Employee.

**15.14.3** An eligible Employee who retires shall receive applicable benefits under the Employer's group medical plan, provided such retiree pays to the Employer in advance ninety-five percent (95%) of the full monthly rate for such medical coverage. Dependent coverage as defined in such plan will be available at the ninety-five percent (95%) rate at retiree's option and expense, provided such retiree had dependent coverage prior to retirement.

**15.14.4** Medical benefits shall be in accordance with the terms of the group medical plan documents in effect at the time a claim for coverage is made. Copies of all master policies, documents describing benefit coverage or claim procedures and experience, and other documents generated by the plan administrator provided to the Employer shall be provided to the Association, and each eligible Employee shall receive a medical benefits summary and identification card on a timely basis.

**15.14.5** An ongoing Insurance committee consisting of seven (7) members shall be established to monitor the operation of the medical plan and to change benefit components and/or operating procedures. The Insurance committee shall be composed of four (4) members chosen by the Association, one (1) member chosen by the Bloomington Educational Support Personnel (if that Union appoints a member), one (1) member representing wage-hour participants and one (1) member representing administrative employees who participate in the Plan.

(a) The Insurance Committee shall be specifically responsible for:

1. employee education regarding health insurance issues;
2. adjustments in existing components of the health plan if any are necessary in the opinion of the insurance committee;
3. monitoring investment of Trust monies and suggesting any changes in

current trusteeship;
4. providing recommendations regarding the use and selection of the Plan Administrator;
5. providing recommendations regarding the selection of the PPO provider(s), and
6. utilizing current or new data to monitor the Plan's operation.

(b) The Insurance committee shall meet as necessary, but no less than quarterly during the regular school year to fulfill its responsibilities. Such meetings may be scheduled during the workday and bargaining unit members shall be released to attend. The Committee shall act by majority vote of its participants

**15.14.6** Monthly rates for individual, single plus one, and family shall be set by an independent actuary. The report from the actuary shall be provided by March 1st of each year. The new rates shall take effect the following July 1.

### 15.15 Life Insurance

The Employer shall pay the full premium cost of group life and group accidental death and dismemberment ("AD&D") insurance plan for each full-time Employee and each part-time Employee who is employed to work one-half or more of a normal scheduled workday. The amount of time used to determine workday shall not include extra assignments including work done under 15.5, 15.6, 15.7, 15.8, 15.9, 15.10, 15.11 and Schedules B and C. The amount of coverage shall be equal to an Employee's annual compensation as set forth in Appendix A, rounded to the next highest $1,000 with a minimum amount of ten thousand dollars ($10,000.00).

**15.15.1** Optional group life and AD&D insurance in a like amount as provided by the Employer, or a lesser amount as established by the group insurance plan, shall be available under the terms and conditions of such plan at the Employee's option and expense. Payment for such optional insurance shall be made through payroll deduction.

**15.15.2** The group life and AD&D insurance plan shall be in accordance with the Employer's practices and procedures with respect to such plan. The Employer shall have exclusive control of the selection of the carrier, the method of providing coverage, management of accumulated reserves, and all responsibilities incidental to the administration of such plan; provided that the Employer, before making any changes in the plan, will notify the Association of the proposed changes and will seek its consent to such proposed changes. The Association's consent will not be unreasonably withheld.

### 15.16 Travel Allowance

If the Superintendent approves an Employee's incurring travel expenses, such expenses shall be reimbursed as follows:

**15.16.1** Travel by privately owned automobile shall be reimbursed at the then current per mile rate approved by the Internal Revenue Service (IRS). Such reimbursement shall be payable to only one (1) of two (2) or more Employees traveling in the same vehicle. The names of all persons in the same vehicle shall be stated on the Travel & Conference Request Form.

**15.16.2** The actual cost of automobile parking fees and bridge, road, and tunnel tolls shall be reimbursed. Proof of the actual cost may be requested by the Employer for all such charges in excess of five dollars ($5.00).

**15.16.3** Reimbursement for transportation by airplane, train, or bus shall be at actual cost as documented by receipt or invoice.

**15.16.4** Taxicab fares incurred in association with approved travel will be reimbursed at actual cost. Proof of such cost may be requested by the Employer for all such fares in excess of five dollars ($5.00). When transportation by airport limousine is available and convenient, it shall be used in lieu of a taxi.

**15.16.5** The cost of overnight lodging will be reimbursed at actual cost not to exceed fifty dollars ($50.00) per day. However, if accommodations in some areas are not available at or below the amount specified, prior approval may be granted by the Superintendent to exceed such amount. Such approval must be noted by the Superintendent on the Travel Request Form submitted by the Employee. Receipts must be submitted for all lodging expenses.

**15.16.6** The registration fee for a conference or other meeting shall be reimbursed in full provided such fee appears on the program literature of the organization sponsoring such conference or meeting or is otherwise receipted by such organization.

**15.16.7** The maximum daily meal allowance shall be twenty-three dollars ($23.00) per day as determined by the following:

(a) Breakfast, five dollars ($5.00) provided travel commences prior to 7:00 a.m.

(b) Lunch, seven dollars ($7.00).

(c) Dinner, eleven dollars ($11.00) provided travel extends past 7:00 p.m.

(d) On a case-by-case basis, the Superintendent may approve a higher reimbursement for meals purchased in those parts of the United States that have an extremely high standard of living, i.e. the east and west coasts. Requests for such higher reimbursement must include receipts for all meals.

(e) When the cost of a meal or meals for an approved conference or other meeting is included as part of the registration fee, no meal expenses will be paid for such meal or meals.

**15.16.8** The cost of other miscellaneous expenses shall be reimbursed if such expenses are properly documented and approved by the Superintendent.

**15.16.9** If anticipated expenses for approved travel exceed one hundred dollars ($100.00), the Employee may request an advance of funds to cover eighty percent (80%) of the anticipated approved expenses.

### 15.17 National Board Certification Allowance

The Employer shall pay the full cost of the fee for assessment associated with the attainment of certification by the National Board for Professional Teaching Standards and an additional stipend on Appendix B, Pay Grade 11 for an employee who submits a written application through the Illinois State Board of Education Candidate Subsidy Program on or before June 15, 2011 and achieves certification from the National Board within the normal application and approval cycle. It is understood that the Employer's obligation may be reduced by the amount

provided by the State Board of Education through its subsidy program. Additionally the conditions set forth in Section 15.17 Travel Allowance shall be approved for any Employee approved for payment above seeking such certification for travel related to the assessment phase of the National Board certification. Employees shall be eligible for such additional stipend for ten (10) years from their initial certification. No Employee shall be paid more than ten (10) years and no payments shall be made for subsequent renewals of this certification.

**15.17.1** Speech Pathologists, Social Workers, and Psychologists who attain and maintain national Certificates of Clinical Competencies (CCC), Licensed Clinical Social Worker (LCSW) or Nationally Certified School Psychologist (NCSP) on or before June 15, 2011 shall be paid an additional stipend on Appendix B, Pay Grade 11, as per the yearly stipend for National Board Certified Teachers. Employees shall be eligible for such additional stipend for ten (10) years. No Employee shall be paid for more than ten years.

## 15.18 Retirement Incentive

**15.18.1** Notice of Retirement

(a) If an Employee gives the Board an irrevocable notice of retirement by October 1st three (3) years prior to the year of retirement, the Board shall pay him/her a six percent (6%) retirement incentive, inclusive of any other increases in compensation for each of his/her remaining three years of service.

(b) If an Employee gives the Board an irrevocable notice of retirement by October 1st two (2) years prior to the year of retirement, the Board shall pay him/her a six percent (6%) retirement incentive, inclusive of any other increase in compensation, for each of his/her remaining years of service.

(c) If an Employee gives the Board an irrevocable notice of retirement by October 1st one (1) year prior to the year of retirement, the Board shall pay him/her a six percent (6%) retirement incentive, inclusive of any other increase in compensation, for each of his/her remaining year of service.

**15.18.2** Calculation of Retirement Incentive

(a) Once an Employee submits an irrevocable notice of retirement by October 1st that Employee shall be removed from the salary schedules contained in Appendices A, B, and C of this Agreement. All calculations for salary increases will be based on the Teachers Retirement System (TRS) creditable earnings in the year prior to the submission of the irrevocable notice of retirement. Once the Employee submits an irrevocable notice of retirement in no case will the Employee's TRS creditable earnings increase exceed six percent (6%) of the previous year.

(b) If after submitting an irrevocable notice of retirement by October 1st, the Employee resigns from, or is dismissed from activities covered in Appendices B and C of this Agreement, the retirement incentive for that Employee will be recalculated accordingly.

**15.18.3** Irrevocable Letter Resignation

(a) To be eligible, an Employee must submit an irrevocable letter of resignation by October 1st, which must be accompanied by a (TRS) member requested “Personal Statement of Benefits” and a “Benefit Estimate” confirmation of total years of service. In addition, an employee is considered to be eligible for the retirement incentive by meeting one of the following conditions:

(b) The Employee becomes sixty (60) years of age by July 1 of a school year and has five years TRS creditable service.

(c) The Employee qualifies to receive a full pension annuity by reason of being at least fifty-five (55) years of age and having attained thirty-five (35) years of non-upgraded TRS creditable service.

(d) The Employee qualifies to receive a full pension annuity by reason of being at least fifty-five (55) years of age and having attained thirty-eight (38) years of upgraded TRS creditable service.

## ARTICLE 16: LIMITATIONS OF AGREEMENT

### 16.1 Conformity to Law

No provision or clause of this Agreement may supersede state or Federal law. In the event that any provision of this Agreement or application of any such provision is or shall at any time be held by a court of final and competent jurisdiction to be contrary to law, such provision, or such provision to the extent of such illegal application, as the case may be, shall be deemed to have been deleted from this Agreement, and all other provisions or application of this Agreement shall continue in effect.

## ARTICLE 17: TERMINATION AND NEGOTIATION PROCEDURES

### 17.1 Duration
Following ratification by the Association and final approval by the Employer, this Agreement shall become effective July 1, 2021 and remain in effect through June 30, 2024.

### 17.2 Modification
This Agreement shall remain in effect from year to year after June 30, 2024, or June 30 of any succeeding year, unless either party notifies the other in writing by certified mail that it desires to terminate this Agreement at least one hundred and twenty (120) days prior to June 30, 2024, or June 30 of any succeeding year.

**17.2.1** Notwithstanding the foregoing, the following provisions (17.2.2 through 17.2.8) shall survive the expiration of this Agreement and shall govern the conduct of the parties in their negotiations for a successor Agreement.

**17.2.2** The Employer and the Association shall commence negotiations with respect to a new Agreement within sixty (60) days of notification of one party to the other party as specified in paragraph 17.2. Meetings shall be held as necessary at times and places agreed to by both parties.

**17.2.3** Each party to negotiations shall select its negotiating representatives provided that the Employer shall not select an Employee as herein defined, as its representative.

**17.2.4** The date, time, placed and agenda of the next meeting shall be established before adjournment of any meeting.

**17.2.5** All tentative agreements shall be reduced to writing and signed at the meeting the tentative agreement is reached. Signed copies shall be given to each negotiating team.

**17.2.6** Both parties agree that it is their mutual responsibility to confer upon their respective representatives the necessary power and authority to make proposals, consider proposals, make counter-proposals in the course of negotiations, and to reach tentative agreements which shall be presented respectively to the Board and Association membership for ratification.

**17.2.7** At any time during such negotiations, either party may declare to the other in writing that an impasse exists and call for a mediator from the staff of the Federal Mediation and Conciliation Service. A written request for mediation by one party shall be considered a joint request for mediation, and the other party shall join in the request. The mediator shall meet with the parties or their representatives, or both, forthwith, either jointly or separately and shall take such steps as they may deem appropriate to persuade the parties to resolve their differences and effect a mutually acceptable Agreement. The mediator shall not, without the consent of both parties, make findings of fact or make public any terms of settlement they might recommend to the parties during their efforts to mediate the dispute. The cost for the mediator, if any, shall be equally shared by the Employer and the Association.

**17.2.8** The Agreement reached through negotiations specified in Section 17.2 must be ratified by the Association members covered by the Agreement and approved by the Employer prior to the effective date of changes agreed upon during such negotiations.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on this _____ day of _____, 2021.

| **BLOOMINGTON EDUCATION ASSOCIATION** | **BLOOMINGTON BOARD OF EDUCATION** |
|---|---|
| _____ Negotiating Team Member | _____ Board President |
| _____ Negotiating Team Member | _____ Superintendent |
| _____ Negotiating Team Member | _____ Negotiating Team Member |
| _____ Negotiating Team Member | _____ Negotiating Team Member |
| _____ Negotiating Team Member | _____ Negotiating Team Member |
| _____ Negotiating Team Member | _____ Negotiating Team Member |
| _____ Negotiating Team Member | _____ Negotiating Team Member |
| _____ Negotiating Team Member | _____ Negotiating Team Member |
| _____ Negotiating Team Member | _____ Negotiating Team Member |

## APPENDIX A: 2021-2022

| Step | BA | BA+12 | BA+24 | MA | MA+24 | MA+48 |
|---|---|---|---|---|---|---|
| *1* | $40,183 | $42,594 | $43,800 | $45,407 | $48,622 | $50,229 |
| *2* | $41,790 | $44,201 | $45,407 | $47,014 | $50,229 | $51,836 |
| *3* | $43,398 | $45,809 | $47,014 | $48,622 | $51,836 | $53,443 |
| *4* | $45,005 | $47,416 | $48,622 | $50,229 | $53,443 | $55,051 |
| *5* | $46,612 | $49,023 | $50,229 | $51,836 | $55,051 | $56,658 |
| *6* | $48,220 | $50,631 | $51,836 | $53,443 | $56,658 | $58,265 |
| *7* | $49,827 | $52,238 | $53,443 | $55,051 | $58,265 | $59,873 |
| *8* | $51,434 | $53,845 | $55,051 | $56,658 | $59,873 | $61,480 |
| *9* | $53,042 | $55,453 | $56,658 | $58,265 | $61,480 | $63,087 |
| *10* | $54,649 | $57,060 | $58,265 | $59,873 | $63,087 | $64,695 |
| *11* | $56,256 | $58,667 | $59,873 | $61,480 | $64,695 | $66,302 |
| *12* | $57,864 | $60,275 | $61,480 | $63,087 | $66,302 | $67,909 |
| *13* | $59,471 | $61,882 | $63,087 | $64,695 | $67,909 | $69,517 |
| *14* | $61,078 | $63,489 | $64,695 | $66,302 | $69,517 | $71,124 |
| *15* | $62,686 | $65,097 | $66,302 | $67,909 | $71,124 | $72,731 |
| *16* | | | $67,909 | $69,517 | $72,731 | $74,339 |
| *17* | | | $69,517 | $71,124 | $74,339 | $75,946 |
| *18* | | | $71,124 | $72,731 | $75,946 | $77,553 |
| *19* | | | $72,731 | $74,339 | $77,553 | $79,161 |
| *20* | | | $74,339 | $75,946 | $79,161 | $80,768 |
| *21* | | | | $78,100 | $80,768 | $82,375 |
| *22* | | | | $80,258 | $82,375 | $83,983 |
| *23* | | | | $82,415 | $84,987 | $86,896 |
| *24* | | | | $84,569 | $87,595 | $89,805 |
| *25* | | | | $86,727 | $90,211 | $92,714 |
| *26* | | | | $88,877 | $92,823 | $95,632 |
| *27* | | | | | $95,435 | $98,541 |
| *28* | | | | | $98,047 | $101,454 |

## APPENDIX A: 2022-2023

| Step | BA | BA+12 | BA+24 | MA | MA+24 | MA+48 |
|---|---|---|---|---|---|---|
| *1* | $41,188 | $43,659 | $44,895 | $46,542 | $49,837 | $51,485 |
| *2* | $42,835 | $45,306 | $46,542 | $48,190 | $51,485 | $53,132 |
| *3* | $44,483 | $46,954 | $48,190 | $49,837 | $53,132 | $54,780 |
| *4* | $46,130 | $48,601 | $49,837 | $51,485 | $54,780 | $56,427 |
| *5* | $47,778 | $50,249 | $51,485 | $53,132 | $56,427 | $58,075 |
| *6* | $49,425 | $51,896 | $53,132 | $54,780 | $58,075 | $59,722 |
| *7* | $51,073 | $53,544 | $54,780 | $56,427 | $59,722 | $61,370 |
| *8* | $52,720 | $55,191 | $56,427 | $58,075 | $61,370 | $63,017 |
| *9* | $54,368 | $56,839 | $58,075 | $59,722 | $63,017 | $64,665 |
| *10* | $56,015 | $58,486 | $59,722 | $61,370 | $64,665 | $66,312 |
| *11* | $57,663 | $60,134 | $61,370 | $63,017 | $66,312 | $67,960 |
| *12* | $59,310 | $61,781 | $63,017 | $64,665 | $67,960 | $69,607 |
| *13* | $60,958 | $63,429 | $64,665 | $66,312 | $69,607 | $71,255 |
| *14* | $62,605 | $65,076 | $66,312 | $67,960 | $71,255 | $72,902 |
| *15* | $64,253 | $66,724 | $67,960 | $69,607 | $72,902 | $74,550 |
| *16* | | | $69,607 | $71,255 | $74,550 | $76,197 |
| *17* | | | $71,255 | $72,902 | $76,197 | $77,845 |
| *18* | | | $72,902 | $74,550 | $77,845 | $79,492 |
| *19* | | | $74,550 | $76,197 | $79,492 | $81,140 |
| *20* | | | $76,197 | $77,845 | $81,140 | $82,787 |
| *21* | | | | $80,052 | $82,787 | $84,435 |
| *22* | | | | $82,264 | $84,435 | $86,082 |
| *23* | | | | $84,476 | $87,112 | $89,068 |
| *24* | | | | $86,684 | $89,785 | $92,050 |
| *25* | | | | $88,895 | $92,466 | $95,032 |
| *26* | | | | $91,099 | $95,143 | $98,022 |
| *27* | | | | | $97,821 | $101,004 |
| *28* | | | | | $100,498 | $103,991 |

## APPENDIX A: 2023-2024

| Step | BA | BA+12 | BA+24 | MA | MA+24 | MA+48 |
|---|---|---|---|---|---|---|
| *1* | $42,217 | $44,750 | $46,017 | $47,706 | $51,083 | $52,772 |
| *2* | $43,906 | $46,439 | $47,706 | $49,394 | $52,772 | $54,460 |
| *3* | $45,595 | $48,128 | $49,394 | $51,083 | $54,460 | $56,149 |
| *4* | $47,283 | $49,816 | $51,083 | $52,772 | $56,149 | $57,838 |
| *5* | $48,972 | $51,505 | $52,772 | $54,460 | $57,838 | $59,526 |
| *6* | $50,661 | $53,194 | $54,460 | $56,149 | $59,526 | $61,215 |
| *7* | $52,350 | $54,883 | $56,149 | $57,838 | $61,215 | $62,904 |
| *8* | $54,038 | $56,571 | $57,838 | $59,526 | $62,904 | $64,593 |
| *9* | $55,727 | $58,260 | $59,526 | $61,215 | $64,593 | $66,281 |
| *10* | $57,416 | $59,949 | $61,215 | $62,904 | $66,281 | $67,970 |
| *11* | $59,104 | $61,637 | $62,904 | $64,593 | $67,970 | $69,659 |
| *12* | $60,793 | $63,326 | $64,593 | $66,281 | $69,659 | $71,347 |
| *13* | $62,482 | $65,015 | $66,281 | $67,970 | $71,347 | $73,036 |
| *14* | $64,170 | $66,703 | $67,970 | $69,659 | $73,036 | $74,725 |
| *15* | $65,859 | $68,392 | $69,659 | $71,347 | $74,725 | $76,413 |
| *16* | | | $71,347 | $73,036 | $76,413 | $78,102 |
| *17* | | | $73,036 | $74,725 | $78,102 | $79,791 |
| *18* | | | $74,725 | $76,413 | $79,791 | $81,479 |
| *19* | | | $76,413 | $78,102 | $81,479 | $83,168 |
| *20* | | | $78,102 | $79,791 | $83,168 | $84,857 |
| *21* | | | | $82,054 | $84,857 | $86,546 |
| *22* | | | | $84,321 | $86,546 | $88,234 |
| *23* | | | | $86,588 | $89,290 | $91,295 |
| *24* | | | | $88,851 | $92,030 | $94,352 |
| *25* | | | | $91,118 | $94,778 | $97,408 |
| *26* | | | | $93,376 | $97,522 | $100,473 |
| *27* | | | | | $100,266 | $103,530 |
| *28* | | | | | $103,010 | $106,590 |

# APPENDIX B:
# EXTRA DUTY PAY SCHEDULE

| PAY GRADE | EXTRA DUTY ASSIGNMENT | *% OF BASE* | 2021-22 | 2022-23 | 2023-24 |
|---|---|---|---|---|---|
| **1** | | ***.0010*** | **$40** | **$41** | **$42** |
| | Athletic Game Supervisor \| *per session* | | | | |
| | Outdoor Education Supervisor \| *per night* | | | | |
| **2** | | ***.0058*** | **$233** | **$239** | **$245** |
| | Chorus Director Assistant (BJHS) | | | | |
| | National Honor Society Co-Sponsor (BHS) | | | | |
| | Science Club Monitor (Elementary) | | | | |
| | Show Choir (Elementary) | | | | |
| **3** | | ***.0122*** | **$490** | **$502** | **$515** |
| | ACT Preparation Class Instructor | | | | |
| | After School Study Hall Monitor \| *per semester* | | | | |
| | Children's Play Director (BHS) | | | | |
| | Chorus Director (BJHS) | | | | |
| | Freshman Class Sponsor (BHS) | | | | |
| | Freshman Play Director (BHS) | | | | |
| | Literary Festival Coach (Elementary) | | | | |
| | Play Director \| *per production* (BJHS) | | | | |
| | Speech Activities Director (BJHS) | | | | |
| **4** | | ***.0219*** | **$880** | **$902** | **$925** |
| | Audio Visual Sponsor (BJHS) | | | | |
| | Band Director (Elementary) | | | | |
| | Bowling Coach \| *Girls* (BHS) | | | | |
| | Cheerleader Sponsor Asst. (BJHS) | | | | |
| | Chess Club Adviser | | | | |
| | Flag Corp (BHS) | | | | |
| | Intramurals (BHS) \| *Fall* | | | | |
| | Intramurals (BHS) \| *Winter* | | | | |
| | Intramurals (BHS) \| *Spring* | | | | |
| | Intramurals (BJHS) \| *Fall* | | | | |
| | Intramurals (BJHS) \| *Winter* | | | | |
| | Intramurals (BJHS) \| *Spring* | | | | |
| | Jazz Band Director (BJHS) | | | | |
| | Key Club Sponsor | | | | |
| | Math Counts Coach (BJHS) | | | | |
| | Math Team Coach (BHS) | | | | |
| | Musical Director Asst. (BJHS) \| *per production* | | | | |
| | Microcomputer Team Coach (BHS) | | | | |
| | Orchestra Director (Elementary) | | | | |
| | Pep Club Sponsor (BHS) | | | | |
| | Pompon Sponsor (BJHS) | | | | |
| | Scholastic Bowl Coach (BHS) \| *JV* | | | | |
| | Sophomore Class Sponsor | | | | |
| | WYSE Coach (BHS) | | | | |

| | | | | | |
|---|---|---|---|---|---|
| **5** | | ***.0303*** | **$1,218** | **$1,248** | **$1,279** |
| | Cheerleading Sponsor Assistant (BHS)<br>Conflict Manager Adviser (Elementary)<br>Destination Imagination Supervisor<br>Environmental Club Sponsor (BHS)<br>Musical Director (BJHS) \| *per production*<br>National Honor Society Sponsor (BHS)<br>Play Director Asst.(BHS) \| *5 per year*<br>Safety Patrol Supervisor (Elementary)<br>School Store Manager (ACC / BHS)<br>Science Olympiad (BHS)<br>Student Congress Coach<br>Student Council Sponsor (Elementary)<br>Case Manager | | | | |
| **6** | | ***.0359*** | **$1,443** | **$1,479** | **$1,516** |
| | Band Director (BJHS)<br>Baseball Assistant Coach (BJHS)<br>Computer Club Sponsor (Elementary) (BJHS) (BHS)<br>Cross Country Assistant (BJHS)<br>Debate Assistant Coach (BHS)<br>Golf Assistant Coach \| *Boys* (BHS)<br>Golf Assistant Coach \| *Girls* (BHS)<br>Junior Class Sponsor<br>Newspaper Sponsor (BHS)<br>Orchestra Director (BJHS)<br>Orchestra Director (BHS)<br>Pompon Sponsor (BHS)<br>Scholastic Bowl Coach (BJHS)<br>Skills USA Advisor<br>Soccer Assistant Coach (BHS)<br>Soccer Assistant Coach \| *Girls* (BHS)<br>Softball Assistant Coach (BJHS)<br>Track and Field Assistant Coach (BJHS)<br>Yearbook Sponsor (BHS) | | | | |
| **7** | | ***.0418*** | **$1,680** | **$1,722** | **$1,765** |
| | Jazz Band Director (BHS)<br>Open Art Studio Director (BJHS)<br>Speech Assistant Coach (BHS)<br>Student Council Sponsor (BJHS) | | | | |
| **8** | | ***.0461*** | **$1,852** | **$1,899** | **$1,946** |
| | Athletic Games Ticket Manager (BHS)<br>Auditorium Manager (BHS)<br>Baseball Coach \| *Boys Assistant Varsity*<br>Baseball Coach \| *Boys Head Freshman*<br>Baseball Coach \| *Boys* (BJHS)<br>Cross Country Assistant Coach (BHS)<br>Response To Intervention Coordinator (Elementary)<br>Senior Class Sponsor<br>Softball Assistant Coach \| *Girls* (BHS)<br>Softball Coach \| *Girls* BJHS | | | | |

Speech Coach (BJHS)
Tennis Assistant Coach | *Boys* (BHS)
Tennis Assistant Coach | *Girls* (BHS)
Volleyball Assistant Coach | *Girls* (BHS)
Volleyball Coach | *Girls Freshman* (BHS)

| | | | | | |
|---|---|---|---|---|---|
| **9** | | ***.0545*** | **$2,190** | **$2,245** | **$2.301** |
| | Administrative Aide<br>Advanced Placement Coordinator<br>Basketball Coach \| *Boys 7th Grade* (BJHS)<br>Basketball Coach \| *Boys 8th Grade* (BJHS)<br>Basketball Coach \| *Girls 7th Grade* (BJHS)<br>Basketball Coach \| *Girls 8th Grade* (BJHS)<br>Cheerleading Assistant Coach (BHS)<br>Cheerleading Coach (BJHS)<br>Lead Teacher (BJHS)<br>Musical Choral Director (BHS)<br>Musical Orchestra Director (BHS)<br>Non-musical Director Head (BHS)<br>Show Choir Director (BHS)<br>Show Choir Director (BJHS)<br>Student Services Team Leader (BJHS)<br>Team Leader (BJHS)<br>Trainer (BHS) \| *Fall Sports*<br>Trainer (BHS) \| *Winter Sports*<br>Trainer (BHS) \| *Spring Sports*<br>Volleyball Coach \| *Girls 7th Grade* (BJHS)<br>Volleyball Coach \| *Girls 8th Grade* (BJHS) | | | | |
| **10** | | ***.0619*** | **$2,487** | **$2,550** | **$2,613** |
| | Cross Country Coach (BJHS)<br>Technical Play Director (BHS)<br>Track & Field Coach Head (BJHS)<br>Wrestling Assistant (BJHS) | | | | |
| **11** | | ***.0779*** | **$3,130** | **$3,209** | **$3,289** |
| | Annual Review Coordinator (District-Wide)<br>Chorus Director (BHS)<br>Football Assistant Freshman Coach \| *Boys*<br>Football Assistant Sophomore Coach \| *Boys*<br>Local Professional Development Committee Member<br>Musical Director Head (BHS)<br>National Board Certification CCC LCSW or NCSP<br>Sports Coordinator<br>Swimming Assistant Coach \| *Boys and Girls*<br>*(one assignment for both boys and girls)*<br>Track & Field Assistant Coach (BHS)<br>Wrestling Assistant Varsity Coach \| *Boys*<br>Wrestling Head Freshman Coach \| *Boys*<br>Wrestling Coach \| *Boys* (BJHS) | | | | |

| | | | | | |
|---|---|---|---|---|---|
| **12** | | ***.0996*** | **$4,002** | **$4,102** | **$4,204** |
| | Band Director Assistant (BHS)<br>Basketball Assistant Varsity Coach \| *Boys*<br>Basketball Sophomore Coach \| *Boys*<br>Basketball Head Freshman Coach \| *Boys*<br>Basketball Assistant Varsity Coach \| *Girls* (BHS)<br>Basketball Freshman Coach \| *Girls*<br>Cross Country Coach (BHS)<br>Debate Coach Head (BHS)<br>Football Assistant Varsity Coach \| *Boys* (BHS)<br>Football Head Freshman Coach \| *Boys*<br>Football Head Sophomore Coach \| *Boys*<br>Golf Coach \| *Boys* BHS<br>Golf Coach \| *Girls* (BHS)<br>Outdoor Education Director (BJHS)<br>Scholastic Bowl Varsity Coach (BHS)<br>Soccer Coach \| *Boys* (BHS)<br>Soccer Coach \| *Girls* (BHS)<br>Speech Head Coach (BHS)<br>Swimming Coach \| *Boys* (BHS)<br>Swimming Coach \| *Girls* (BHS)<br>Tennis Head Coach \| *Boys* (BHS)<br>Tennis Head Coach \| *Girls* (BHS) | | | | |
| **13** | | ***.1209*** | **$4,858** | **$4,980** | **$5,104** |
| | Activities Director \| *Fall*<br>Activities Director \| *Spring* | | | | |
| **14** | | ***.1484*** | **$5,963** | **$6,112** | **$6,265** |
| | Baseball Head Varsity Coach \| *Boys*<br>Cheerleading Coach (BHS) \| *Varsity*<br>Softball Coach \| *Girls* (BHS)<br>Track & Field Coach \| *Boys* (BHS)<br>Track & Field Coach \| *Girls* (BHS)<br>Volleyball Coach \| *Girls* (BHS)<br>Wrestling Head Varsity Coach \| *Boys* | | | | |
| **15** | | ***.2000*** | **$8,037** | **$8,238** | **$8,443** |
| | Band Director (BHS)<br>Basketball Head Varsity Coach \| *Boys*<br>Basketball Head Coach \| *Girls* (BHS)<br>Football Head Varsity Coach \| *Boys* | | | | |

# APPENDIX C:
# ADDITIONAL COMPENSATION SCHEDULE

| HOURLY RATE | DESCRIPTION | *% OF BASE* | 2021-22 | 2022-23 | 2023-24 |
|---|---|---|---|---|---|
| **1** | *Additional hourly compensation for Employees who are assigned to perform one or more of the hourly assignments listed below. Such compensation shall be at the hourly rate listed, with a minimum of one (1) hour per assignment*<br><br>Paragraph 5.3.6 (Planning and Conference Time)<br>Paragraph 5.3.7 (Planning and Conference Time)<br>Section 15.3 (Additional Compensation Schedule)<br>Section 15.6 (Hourly Assignments)<br>Section 15.7 (Summer School)<br>Section 15.8 (Saturday Detention)<br>Section 15.9 (Optional Education or Alternative School Programs)<br>Section 15.10 (Compensation for Home Visitation) | ***.00085*** | **$34.16** | **$35.01** | **$35.88** |
| **2** | *Additional compensation for Employees who are assigned to serve on designated committees as provided by Section 15.5 of this Agreement per assignment.* | ***.00760*** | **$305.39** | **$313.03** | **$320.85** |
| **3** | *Additional compensation for full-time Employees at the high school, area career center, or junior high school who agree to perform one (1) or more extra assignments assigned by the Employer for the school year as provided by Section 15.5.1 of this Agreement.* | ***.15000*** | **$6,027** | **$6,178** | **$6,333** |
| **4** | *Additional compensation for full-time Employees at elementary schools who agree to perform one (1) or more extra assignments assigned by the Employer for the school year as provided by Section 15.5.2 of this Agreement.* | ***Hourly Rate times Student Attendance Days*** | **$5,909** | **$6.057** | **$6,208** |

## LETTER OF UNDERSTANDING:
## *Balanced Calendar Committee*

The parties agree that no later than four (4) months following the ratification and adoption of the 2021 agreement, a Balanced Calendar Committee will be formed.

The Committee will:

- consist of equal members from the Association and the Employer, to be appointed by the Association president or designee and Superintendent or designee, respectively.
- study the possibility of a balanced calendar school year, including options, arrangements, tasks and operational realities related to such a calendar.
- report its findings and recommendations to the Association and Board of Education no later than August 1, 2023.

Following the Committee's report of findings and recommendations to the parties on or before August 1, 2023, the parties agree to review the Committee's work and continued existence. If there is no agreement to extend the Committee's work beyond the report of findings and recommendations, it shall cease to exist on that date, with no further work or responsibility, at which time this agreement will sunset.