

# **MASTER CONTRACT**

**Between the**

**BRADLEY-BOURBONNAIS COMMUNITY HIGH SCHOOL  
DISTRICT #307  
BOARD OF EDUCATION**

**and the**

**BRADLEY-BOURBONNAIS COMMUNITY HIGH SCHOOL  
EDUCATION ASSOCIATION  
(IEA-NEA AFFILIATE)**

**2008-2011**

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**ARTICLE I - ASSOCIATION RECOGNITION**

**A. RECOGNITION**

1. Exclusive Bargaining Agent

The Board of Education hereby recognizes the Bradley-Bourbonnais Education Association, IEA/NEA, as the sole and exclusive bargaining representative for all full-time and part-time regularly employed certified teaching personnel, hereinafter referred to as "teachers" which should include counselors, social worker, psychologist, educational diagnostician, school nurse, public relations coordinator, assistant athletic director, or any other teaching position that requires a certificate by state code except as noted in A.2 below.

2. Exceptions

Those excluded are the superintendent, business manager, principal, director of curriculum and instruction, assistant principal/athletics, associate principal, dean of students, assistant dean of students, director of guidance, director of Library/AV, director of Special Services, and any other employee who would fall under the definition of supervisor or manager or confidential employee as defined in Public Act 83-1014, Section 2 - g,n,o. Also excluded from the bargaining unit are substitute teachers, certified and non-certified non-teaching personnel, teacher aides with or without teaching certificates, and any and all personnel who are employed by any cooperative agency whose duty is to serve the Board of Education.

**ARTICLE II - ASSOCIATION RIGHTS**

**A. ASSOCIATION MEETINGS**

Regular Association meetings shall normally be held at the end of the school day, but permission may be requested for the holding of special meetings at 3:10 p.m.

**B. ASSOCIATION USE OF BUILDING AND EQUIPMENT**

The Association shall have the use of district facilities for meetings outside of school attendance hours. Meetings must be scheduled with the administration prior to use and cannot interfere with any other previously scheduled activities. The Association shall have the right to use district equipment when scheduled with the administrative office. Association representatives shall not be required to leave a copy of Association's materials. The Association shall pay the customary in-school rate designated at time of use per copy. In time of emergency, the president or his/her designee shall have the right to have at most ten (10) copies made at the main office or library when approved through the administrative office.

**C. BOARD PACKET AND AGENDA**

The Board of Education shall provide a packet of information to the Association before each board meeting. The packet shall contain all materials provided for the board members with the exception of materials pertaining to personnel, negotiations, land acquisition, litigation, student discipline, and any other information the Board deems not suitable for public knowledge.

The Board shall place on the agenda of each regular board meeting, as the first item for consideration under "New Business", any items brought to their attention for consideration by the Association so long as these agenda items and the estimated time are made known in writing to the superintendent five (5) days prior to the regular meeting.

**D. ASSOCIATION DUES DEDUCTION/FAIR SHARE**

Professional Association dues shall be subject to payroll deduction as cited in Article VII: Section 14.

**1. Agreement**

It is recognized that the negotiation and administration of this Agreement will entail expenses, which appropriately are shared by all employees who are beneficiaries of said Agreement. To this end, if any employee does not join the Association, such employee will:

- a) execute an authorization for the deduction of a sum equivalent to the proportionate share of the cost of the collective bargaining process and contract administration. The total amount shall not exceed that amount established as regular Association dues;

b) pay directly to the Association a like sum. In the event the employee wishes contributions to be handled through payroll deductions, the money shall be remitted to the Association in the manner provided in Article VII: Section 14.

The Association shall submit to the Board an affidavit, which specifies the amount constituting, said fair share not exceeding the dues uniformly required of members of the Association, and which describes the rationale and method by which the fair share was determined, including a list of the expenditures which were included in determining fair share.

The obligation to pay a fair share fee to the Association will not apply to any employee who, on the basis of a bonafide religious tenet or teaching of a church or religious body of which said employee is a member, objects to a payment of a fair share fee to the Association. In the event that a religious objection is filed by a non-member of the Association and collection made of the fair share fee, the Association will make payment on behalf of the employee to a mutually agreeable non-religious charitable organization.

In the event such an authorization is not signed or such direct payment is not made within ninety (90) days following the commencement of employment, the Board shall deduct the fair share fee in equal payments from the regular salary check of the employee.

## 2. Fair Share Notice and Objection

The Association shall send by first-class mail, a notice to each non-member (1) specifying the amount of fair share fee to be deducted, and (2) advising that any non-member may object to the amount of the fee, and (3) describing the process for filing objections.

The Association shall post the same fair share notice as required.

The Association shall certify to the Board that said notice has been mailed to all Association non-members in the bargaining unit.

Such fee shall be paid to the Association by the Board no later than fifteen (15) days following deduction.

### 3. Hold Harmless Provision

The IEA/NEA agrees to indemnify and hold the Board harmless against any liability which may arise by reasons of any action taken by the Board in complying with the provisions of D.1 above, including reimbursement for any legal fees or expenses incurred in connection therewith.

The Board agrees to promptly notify the Association in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement the provisions of D.1 above, and if the Association so requests in writing to surrender claims, demands, suits, or other forms of liability.

In the event that an objection is filed by a non-member during the term of this Agreement, the Board shall continue to deduct the fair share fee from the objecting employee's pay, but shall transmit the portion of said objected fee to the Illinois Educational Labor Relations Board which shall hold the fee in escrow. The IELRB shall investigate and consider the fair share fee objections and determine the amounts to be apportioned to the non-member and to the Association.

## **ARTICLE III - MANAGEMENT RIGHTS**

### **A. VESTED POWERS**

The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State and of the United States.

### **B. EXERCISE OF POWERS**

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

### **C. MANAGERIAL POLICY**

It is also agreed that the Association will not require the Board to bargain over matters of inherent managerial policy.

#### **ARTICLE IV - GRIEVANCE PROCEDURE**

##### **A. DEFINITIONS**

###### **1. Claims**

Any claim by the Association or a teacher that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement may be a grievance. Any item not included in this contract may not be grieved.

###### **2. Time Limits**

All reference to time limits consist of school days, except when a grievance is submitted less than ten (10) days before the close of the current school year, time limits shall consist of all weekdays in order that matters may be resolved before the close of the school year or as soon thereafter as possible. School days for the purpose of the grievance procedure shall mean teacher employment days.

###### **3. Association Representatives**

Upon selection of a grievance committee and its chairperson by the Association, the Board shall recognize such chairperson and Association Grievance Committee. At least one Association Grievance Committee representative shall be present at any meetings, hearings, appeals, or other proceedings relating to a grievance, which has been formally presented by the Association or a member of the Association. Nothing contained herein shall be construed as limiting the right of any teacher to discuss the matter informally with his/her supervisor and having the grievance adjusted without intervention by the Association, provided the adjustment is not inconsistent with this Agreement or coercive.

##### **B. GENERAL PROVISIONS**

###### **1. Informal Resolution**

The parties hereto acknowledge that it is usually most desirable for a teacher and his/her immediately involved supervisor to resolve problems through free and informal communications. When requested by the teacher, the grievance chairperson or a grievance committee member may accompany the teacher to assist in the informal resolution of the grievance. If, however, such informal processes fail to satisfy the teacher or the Association, a grievance may be processed.

2. Association Participation

The Board acknowledges the right of the Association's grievance representative to participate in the processing of a grievance filed by the Association or a member of the Association at any level and no teacher shall be required to discuss any grievance if the Association's representative is not present.

3. Access to Information

The Board and the Administration shall cooperate with the Association to the end that a satisfactory resolution of any grievance shall be realized and shall provide information and material as they deem necessary to satisfactorily effect this result.

4. Reprisals

No reprisal of any kind shall be taken by the Board or the Administration against a teacher because of his/her participation in a grievance procedure.

5. Released Time

If, in the opinion of the administration, the investigation of processing of any grievance requires that a teacher or an Association representative be released from his/her regular assignments, he/she shall be released without loss of pay or benefits.

6. Files

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

7. Withdrawal of Grievance

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

8. Notification

In the event that a grievance is filed by a non-Association member, the Association shall be notified in writing. The notification shall contain the subject of the grievance, and as it progresses through the grievance procedure, a copy of any written response shall also go to the Association for purpose of general information.

C. PROCEDURE

### 1. Step One

Any teacher or the Association may present the grievance in writing to the supervisor immediately involved who shall arrange for a meeting to take place within four (4) days after the receipt of the grievance. If the grievance involves the Association or an Association member, the Association's Grievance Committee representative shall be present for the meeting with the aggrieved teacher and the immediately involved supervisor. The supervisor shall provide a written answer to the grievance to all parties concerned two (2) days after the meeting. This answer shall include a reason for the decision.

### 2. Step Two

If the grievance is not resolved at step one, then the Association or non-Association teacher shall refer the grievance to the superintendent or his/her official designee within six (6) days after receipt of the step one answer or within eight (8) days after the step one meeting, whichever is later. The superintendent shall arrange for a meeting with the representatives of the Association's Grievance Committee or the non-Association teacher to take place within five (5) days of his/her receipt of the appeal. Each party shall have the right to include in its presentation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the superintendent shall have four (4) days in which to provide his/her written decision with reasons to all parties concerned.

### 3. Step Three

If the grievance is not resolved at step two, the Association or non-Association teacher may refer the grievance to the Board within six (6) days after the receipt of the step two answer or within eight (8) days after the step two meeting, whichever is later. If all parties concerned agree, steps one and two of the grievance procedure may be accelerated and the grievance brought directly to the Board.

a) The president of the Board shall arrange for a meeting with the representatives of the Association's Grievance Committee or the non-Association teacher at the time of the next regularly scheduled board meeting.

b) If the matter is of such urgency as he/she deems necessary, the president may call a

special meeting at his/her convenience to consider the grievance.

- c) Each party shall have the right to include in its presentation such witnesses and counselors as it deems necessary to develop pertinent facts to the grievance.
- d) Upon conclusion of the hearing, the president of the Board shall have four (4) days in which to provide a written decision with reasons to all parties concerned.

#### 4. Step Four

If the grievance is not resolved at step three, the Association makes the decision to submit or not to submit the grievance to final and binding arbitration. If a demand for arbitration is not filed within ten (10) days of the date for the step three decision, the grievance shall be deemed withdrawn.

- a) The parties shall jointly request the American Arbitration Association to submit to them a list of five (5) arbitrators with names and qualifications. Either party may reject one list in its entirety and request another list be submitted. From the final list, the parties shall alternately strike two names, with the party initiating arbitration striking first, until only one name remains. The individual shall serve as the arbitrator. The arbitrator so selected shall be jointly notified of his/her selection and requested to contact the parties with respect to scheduling the hearing. If the individual selected cannot serve, the parties shall request another list and repeat the striking process to determine another arbitrator to serve. Failure of a party to act with regards to striking in turn within thirty (30) days shall constitute a waiver of the right to select an arbitrator. In such a case, the other party shall select an arbitrator from the list and arbitration shall proceed.
- b) An arbitration is limited solely and simply to interpretation and implementation of the terms of this Agreement. The arbitrator shall not have the power to add to, subtract from, alter, or modify in any way, any of the terms or conditions of the Agreement.
- c) All expenses incurred shall be shared equally by the Board and the Association. It is understood that such expenses will be limited to the arbitrator's fee. Any legal expenses incurred should be paid for by the party engaging the legal counselor.

**D. CLASS GRIEVANCES**

Class grievances involving two or more teachers may be initially filed by the Association at step two. If either party refuses to allow consolidation of what are properly class grievances, the party refusing to allow consolidation shall bear the full costs of each grievance, which is heard as a separate matter.

**ARTICLE V - PROFESSIONAL RELATIONS**

**A. INTERNAL COMMUNICATIONS COMMITTEE (I.C.C.)**

1. Purpose

The purpose is to recognize concerns from both groups and be willing to solve them.

2. Membership

The committee shall be a standing committee of a minimum of (3) Association representatives, including the association president, plus the superintendent, principal and other administration members as needed. Said members shall serve a one year term. Other resource people may be brought in if mutually agreed upon.

3. Chairperson

The chairperson shall alternate monthly between the Association and Administration. Each group will determine whether it will have a permanent or rotating chairperson.

4. Meeting Schedule

Schedule (date and time) of regular monthly meetings shall be established each year before September 15. Other meetings may be convened by mutual agreement of the Association president and the superintendent. If the chairperson is from the Administration, the meeting will take place in the board room. If the chairperson is from the Association, the meeting will be in the professional library. Meetings can only be rescheduled if agreed upon by the superintendent and Association president.

5. Committee Participation

Committee members or their designees must be present at every scheduled meeting.

6. Procedure

a) Disputes over contract interpretations shall not be considered by the committee.

- b) An agenda shall be presented at least twenty-four (24) hours before each meeting by the Association president and the superintendent or their designees.
- c) All agenda items, composed of concerns from both groups, shall be addressed.
- d) Unresolved items shall be placed on the following month's agenda under old business.
- e) An agenda item may be dropped by the mutual agreement of both groups.

7. Minutes

Minutes shall be taken at each meeting by the non-chairing group. The minutes shall include committee participants, the agenda items, solutions, and rationale. The minutes must be approved by the superintendent and Association president or respective designees prior to the final preparation and distribution. A copy shall be given to each teacher, administrator, and board member. A copy will also be posted in the faculty lounges.

8. Recommendations

Committee resolved items that affect administrative policy and/or procedure shall be placed in the faculty handbook subject to board approval. If the committee reaches a resolution affecting board policy, the committee may make a joint recommendation to the Board for consideration. If the committee fails to achieve mutual agreement on an agenda item, the BBEA may submit the item to the Board for consideration.

**B. CERTIFIED PERSONNEL EVALUATION**

1. Philosophy

The philosophy of the Board is that the evaluation should be directed primarily toward the improvement of instruction. Evaluation procedures in regard to assessment shall be directed toward that goal.

2. Procedures

a) The performance of regular full-time non-tenured teachers shall be formally evaluated in writing a minimum of two (2) times each school year.

b) Each teacher in contractual continued service will be evaluated at least once in the course of every two (2) school years.

(Amended School Code, Chapter 122)

c) Revisions

Any changes in the evaluation plan shall be negotiated. The School Board/Administration and the Association shall form a committee to revise and update the evaluation process, as per the School Code.

d) Consulting Teacher

1. Master List

Consulting teachers shall be selected from a master list including all teachers who have a minimum of five (5) years experience in the classroom and who have received a rating of excellent on their most recent formal written evaluation. This list shall not include department chairpersons.

2. Selection

a) The principal shall use the master list to select three (3) teachers who are qualified and willing to serve as consultants for the teacher under remediation. These consultants shall display a reasonable familiarity with the field of the teacher under remediation or have knowledge relevant to the identified weakness(es) of the teacher. For these purposes, "field" shall be broadly defined as humanities, vocational, fine arts, mathematics, science, health, physical education, driver's education, special education, or student services.

b) The teacher under remediation may choose one of three consultants suggested by the principal or may request a second list of three.

c) Consulting teachers may be chosen from the ISBE approved list in the event that no appropriate teacher can be identified from the master list.

3. Duties

a) The consulting teacher shall participate in the development of the remediation plan.

b) The consulting teacher shall provide advice to the teacher rated unsatisfactory on how to improve teaching skills and to successfully complete the remediation plan.

c) The consulting teacher shall not participate in any of the required evaluations nor be engaged to evaluate

the performance of the teacher under remediation.

- d) The consulting teacher shall be informed, through at least three conferences with the qualified administrator and teacher under remediation, of the results of the first three evaluations in order to continue to provide assistance to the teacher under a remediation plan.
- e) The consulting teacher shall keep a chronicle of time spent pertinent to the remediation process to be used as documentation for pay purposes. The chronicle shall be submitted on a weekly basis for initialing by the administration and the teacher under remediation.

#### 4. Confidentiality

It is agreed that any statement made by a consulting teacher to anyone about a teacher under remediation, which are related to his/her function as consulting teacher, are confidential and may not be used by either the Board of Education (or their agencies) or the teacher under remediation in any subsequent evaluations, conversations, hearings, and so forth. It is the intent of the parties that any statements made by the consulting teacher to or about the teacher under remediation shall be in strict confidence.

#### 5. Replacement

- a) If the consulting teacher is removed, voluntarily withdraws, or becomes unavailable during the course of a remediation plan, a new consulting teacher shall be selected in the same

manner as the initial consulting teacher was chosen. The remediation plan shall be amended as necessary upon consultation with the new consulting teacher.

- b) If, in the opinion of the principle parties (administration, remediating teacher, consulting teacher), the work of the consulting teacher is ineffective or obstructing the remediating teacher from correcting his/her deficiencies or meeting the requirements of any remediation plan, the principle parties shall meet and

attempt to resolve any dispute or differences which may exist. Every effort shall be made by the parties to amicably settle differences and maintain the continuity of the remediation plan. If the parties are unable to resolve their differences, the decision to retain or replace the consulting teacher shall rest with the remediating teacher and/or administrator.

c) Successful Remediation

If during the period of remediation, the teacher is rated satisfactory on any evaluation, services of the consulting teacher may be dropped with the agreement of all three persons: the teacher under remediation, the consulting teacher, and the administrator.

d) Remuneration

The consulting teacher shall be paid on a per hour basis at the same rate as in-house substitution for work done outside regular school hours and/or within regular school hours when the consulting teacher must use preparation or lunch time in the remediation process.

6. The district will observe the state schedule regarding teacher remediation as outlined in the Illinois School Code.

**C. COMPLAINTS ABOUT A TEACHER**

If, in the opinion of the administration or the Board of Education, a complaint against a teacher warrants investigation, the teacher shall be

notified of the full particulars, including the name of the complainant(s), and permitted representation at all conferences concerning the complaint. The teacher shall have the right to a conference with the person(s) making the complaint.

**D. CERTIFIED PERSONNEL DISCIPLINE**

1. Meeting Request

Whenever a teacher is requested to have a meeting with the administration, the teacher shall be informed in advance as to the topic of the conference so the teacher may determine if representation is necessary.

2. Representation

A teacher shall be entitled to have present a representative of the Association during any meeting, which may lead to disciplinary action. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present. Should disciplinary action likely occur at a given meeting, the teacher shall be advised immediately of said possibility and be advised of the right of representation under this provision of the Agreement. If the teacher declines representation, it must be done in writing.

3. Grounds

No tenured bargaining unit member shall be called before the Board for disciplinary action, suspended or relieved of a stipend unless the specific grounds forming the basis for such action is given to the bargaining unit member in writing.

**E. TEACHER PERSONNEL FILE**

The teacher's personnel file shall minimally contain all formal and informal evaluations and any other materials relating to the continued employment of the teacher and shall be maintained under the following conditions:

1. Number

One personnel file shall be kept for each teacher.

2. Review

Each teacher shall have the right upon request, to review the contents of his/her personnel file. Such review shall be during normal office business hours, by appointment and in the presence of an employee designated by the superintendent. A representative of the Association may, at the teacher's request, accompany the teacher in this review.

3. Contents

Materials related to a teacher's employment status or discipline shall be placed in the teacher's personnel file with a copy to the teacher at the same time. A teacher's signature on such material shall mean acknowledgment of receipt of a copy of the material and not agreement or disagreement with the contents. The teacher shall be afforded an opportunity to respond in writing to any material placed in his/her file, and to have such response included in his/her file.

#### 4. Duplication

No teacher shall remove any material from his/her file. However, a teacher shall have the right to copy any material available to the teacher under this section of the Agreement or have such copies made by the office personnel at the usual and customary cost.

#### 5. Confidential Materials

Confidential materials, such as recommendations by colleges or universities, or evaluations of a teacher by a previous employer, shall be a supplement to a teacher's personnel file. There shall be no other personnel file. This clause shall not waive the rights of any teacher to review all materials in his/her personnel file allowable under law.

#### 6. Record of Inspection

Notice shall be posted within twenty-four (24) hours to a teacher when any portion of his/her personnel file is made known to any other person or agency. Any person viewing any portion of a teacher personnel file shall be identified by name and title on a dated sheet to be kept in the personnel file.

#### **F. REDUCTION IN CERTIFICATED STAFF**

Reduction in certificated staff, which might be required because of any changing condition, shall be in accordance with specific provisions of the

**School Code of Illinois** in effect at that point in time.

#### **G. VACANCIES**

Any teacher may apply for an appointment or transfer to any vacancy. Notification of such vacancies shall be made to the staff by the superintendent or his/her official designee. The interests, aspirations, and qualifications of the individual teacher shall be considered in all appointments and/or transfers, but the foremost consideration will be for the benefit of the students of Bradley-Bourbonnais Community High School. If a teacher is denied a transfer request, said teacher will be given a reason in writing.

#### 1. Notifications During Sessions

When school is in session, all District vacancies shall be posted on the bulletin board in the office of the superintendent, the teachers' lounges, and shall be printed in the daily bulletin. A listing of all vacancies shall be given to the Association president.

## 2. Notification Between Sessions

When school is not in session, the administration will post all vacancies in new or existing positions on the bulletin board in the office of the superintendent and teachers' lounges. All teachers who have expressed a written desire to the principal to be advised of such vacancies shall be notified within one week of the vacancy. The Association president shall also be sent a listing of such vacancies as they occur.

### H. TRANSFERS

All decisions regarding transfers from a current assignment initiated by the administration shall be made, if administratively possible, prior to the close of the spring semester and after consultation with the teacher(s) involved. Reasons necessitating such transfers shall be stated clearly in writing with a copy presented to the teacher(s) involved. If the transfer is for more than one class period, teachers will be assigned according to the most seniority. In the event that a senior teacher would decline the assignment, the next senior teacher would be offered the assignment until the assignment is filled. In the event an opening in the original department occurs, the transferred teacher will be given priority.

### I. SIXTH CLASS

1. In the event a teacher is needed to teach an additional class, qualifications will be the basis for selection. The teachers with the most seniority will be given priority.
2. When a full-time teacher is asked to teach a sixth class for the year, he/she shall be paid 1/5 of his/her annual base schedule compensation. For any period shorter than one year the compensation shall be pro-rated.

### J. SUMMER SCHOOL

Any teacher who teaches summer school will be paid the in-house substitution rate plus five (5) dollars for the number of hours taught, plus one (1) hour per day for preparation at the same rate of compensation.

### K. DEPARTMENT CHAIRPERSON

#### 1. Extended Contract

- a) Two weeks before the end of the school year, each department chairperson shall review with the principal work to be done beyond the regular school year.

- b) Each department chairperson shall work beyond the regular school year as determined by a consulting committee consisting of the superintendent, principal, and chairperson.
- c) The department chairperson shall be paid for this time on a per diem basis according to his/her placement on the current teachers' salary schedule.

2. Hiring of New Teachers

Department chairpersons shall be given the opportunity to interview prospective teachers and to make recommendations concerning their employment. Every effort shall be made for this purpose during the summer.

**ARTICLE VI - LEAVES OF ABSENCE**

**A. SICK LEAVE**

1. Accumulation

The Board of Education shall grant full-time certified staff members leave not less than fourteen (14) days in the school year. If any such teacher does not use the full amount of annual sick leave allowed, the unused amount will accumulate to a maximum available leave of three hundred sixty five (365) days for SY 08/09, 370 days in SY 09/10 and SY 10/11 at full pay, including the leave of the current year. The Board of Education reserves the privilege of extending the sick leave upon the request of the teacher through the superintendent or his/her designee.

2. Record

The Board of Education shall maintain a complete accounting of each certified staff member's sick leave days. Accumulated sick leave will appear on the employee's pay stub.

3. Return

Any teacher returning from an approved sick leave shall, to the extent possible and in harmony with the physician's recommendations, be reassigned to the same position held at the time the leave commenced.

4. Partial Day

An absence from school for more than three clock hours shall constitute a full-day absence. An absence from school of three hours or less shall constitute a half-day absence. Teachers missing two hours or less will be offered, whenever possible, to perform a

corresponding one or two hours of "In-House Substitution" without pay in lieu of being charged a half-day absence.

**B. BEREAVEMENT LEAVE**

In the event of a death of a faculty member's spouse, child or parent, the faculty member shall be granted up to five (5) days off with pay. In the event of a death of a faculty member's brothers, sisters, mother-in-law, father-in-law, or grandparents, the faculty member shall be granted up to three (3) days off with pay. In the event of a death of the faculty member's grandparents-in-law, brother-in-law, sister-in-law, aunt, uncle, niece or nephew, the faculty member shall be granted up to two (2) days off with pay. Additional bereavement days may be authorized by the superintendent or his/her designee upon presentation of extenuating circumstances.

**C. DISABILITY LEAVE**

1. Notification

A tenured teacher who is disabled may be entitled to an unpaid leave of absence upon

written notification to the superintendent at least thirty (30) days prior to the requested date of the initiation of the leave. In emergency cases this time period may be waived if the teacher submits a written explanation together with proper verification and/or documentation. Such written notification shall include a statement from a licensed physician (M.D.) certifying the inability of the employee to perform his/her contractual duties and the estimated date of return to active employment. Active employment may be continued as long as the employee is certified by a physician as able to work and to perform properly the required functions of the position he/she holds.

2. Length

Such leave shall not be granted for more than one hundred eighty (180) school days.

3. Benefits

A teacher on disability leave may continue in the district's insurance plans by paying the appropriate premium monthly to the business office. No benefits shall accrue to the employee taking this leave during the unpaid leave.

4. Return

Upon the teacher's return to active employment, the teacher shall, to the extent possible, be reassigned to the same position held at the time the leave commenced. During such a time a person is on unpaid leave, he/she is subject to the same reduction-in-force procedures as any other employee.

**D. PARENTAL LEAVE**

1. Conditions

A parental leave of absence without pay shall be granted to a tenured full-time teacher for the purpose of child rearing (of any child of twelve (12) months of age or less) for a period up to but not to exceed one hundred eighty (180) school days. (Note "D.4" below)

2. Application

Application for parental leave must be in writing to the superintendent at least thirty (30) days prior to the requested initiation date of the leave. In emergency cases this time period may be waived by the superintendent

if the teacher submits a written explanation requesting the waiver.

3. Benefits

No benefits shall accrue to the employee taking this leave during the unpaid leave. A teacher may continue in the district's insurance plans by paying the appropriate premium monthly to the business office.

4. Return

Teachers returning from leave will return at the beginning of a semester. Upon return to active employment, the teacher shall, to the extent possible, be reassigned to the same position held at the time the leave commenced. During such time a person is on unpaid leave, he/she is subject to the same reduction-in-force procedures as any other employee.

**E. PERSONAL LEAVE**

1. Paid

Approved personal leave shall not be deducted from either sick leave or bereavement leave. Faculty members shall be granted a minimum of two (2) personal leave days per year without giving a reason. Additional personal leave may be authorized by the superintendent or his/her designee. Three days notice shall be required unless the request is of an emergency nature.

Personal leave will not be used during final exam days, State exam days, nor during in-service days except in the case of an emergency. Personal leave is available for use during the regular school term.

2. Unused Personal Leave

Unused personal leave days shall be added to the individual's accumulated unused sick leave at the end of each school year.

3. Unpaid

Personal leave of absence, other than sabbaticals, may be granted to any teacher upon application and should be geared to the academic year with emphasis on the nine-weeks grading period, the semester plan, or the entire year.

**F. SABBATICAL LEAVE**

Pursuant to Section 24-6.1, as amended, of the **Illinois School Code**, a member of the faculty who has completed at least six (6) years of contractual continued service to Bradley-Bourbonnais Community High School on a full-time basis may be granted a sabbatical leave of absence for a period of at least four (4) school months but not in excess of one (1) school year for resident study, research, travel, or other purposes designed to improve the school system.

1. Application and Approval Procedures

Request for sabbatical leave shall be filed with the superintendent between November 15 and January 15 of the year preceding that for which the leave is requested and shall contain a detailed plan for the sabbatical leave. The application shall be submitted to a screening committee composed of the superintendent, a school board member, and the department chairperson of the department in which the applicant teaches. The Board of Education must approve requests for sabbatical leave or reject them subsequent to the report of the screening committee.

2. Condition of Approval

The recipient of the sabbatical leave must sign a contract to return to Bradley-Bourbonnais Community High School for two (2) years following the sabbatical leave. Before the leave is granted, the applicant shall agree in writing that if he/she does not return and perform contractual continued service in the district for at least two (2) school years after the expiration of the leave, all sums of

money received from the Board of Education during the applicant's sabbatical leave shall be refunded. Refund shall be waived if return and performance is prevented by illness or incapacity.

### 3. Salary and Benefits

During absence pursuant to such leave, the teacher shall receive a minimum of 65% of the basic salary which would have been earned during the year of leave had the applicant remained on active teaching duty. In addition, the Board of Education will pay the contribution of the teacher to the Teachers' Retirement System during the leave. Said contribution shall be based on the salary of the teacher for the year immediately prior to the leave.

### 4. Conditions of Return

- a) Upon return from leave, the employee shall be restored to a position equivalent to or better than that occupied before the sabbatical leave. The contractual continued service status of the person on sabbatical leave shall not be affected.
- b) The employee shall present a report in person and submit a paper or article pertaining to the sabbatical leave experience at the next appropriate Board of Education meeting following return from leave.
- c) Once granted, such leave shall bar a further sabbatical for that teacher until completion of an additional six (6) years of satisfactory service.

## **ARTICLE VII - WORKING CONDITIONS**

### **A. SCHOOL DAY SCHEDULE**

#### 1. Length

The teacher's daily schedule is set by the Board of Education in harmony with the State of Illinois. Teachers shall report no later than 7:50 a.m. and may leave at 3:20 p.m. The student class day shall begin at 8:00 a.m. and terminate at 3:00 p.m. except on the day preceding Thanksgiving, winter and spring breaks when it shall end at 2:00 p.m. On emergency days and days preceding a holiday, the teacher day shall end at the close of the student day. Students may be asked or ask to stay after school for extra help from teachers.

When a student asks for extra help and makes prior arrangements with the teacher, the teacher shall stay beyond 3:20 p.m. to help the student.

2. Emergency

If an emergency arises which makes it necessary for a teacher to leave the building during a preparation period, the teacher is to sign out in the main office.

3. Office Hours

All office hours shall be in accordance with the BBCHS policy manual.

4. Zero Hour/Early Bird Class

Zero Hour is an integral part of the school day schedule and is necessary to meet the needs of our students.

1. Any zero hour position shall be announced and posted for at least one week to allow interested personnel to apply in writing to the principal.
2. When a teacher is needed to teach a Zero Hour class, qualifications will be the basis for selection. Teachers who volunteer will be given primary consideration.
3. The zero hour teacher' work hours shall be 6:50 a.m. to 2:20 p.m.
4. Zero hour teachers required to stay for the faculty meeting by the Principal will be paid one (1) hour at the In-House substitution rate.
5. An administrator will be in the building and will be available to the teachers during the zero hour.

**B. SCHOOL IMPROVEMENT DAYS**

1. School Improvement Meetings

Curriculum study and improvement shall be scheduled once per month, not to exceed nine (9) per year. The Administration reserves sixty (60) minutes (maximum) on the Early Release/Late Start School Improvement Days for meetings with the full faculty. The individual departments may call additional meetings from 3:00 p.m. to 3:20 p.m. All teachers in a department must attend department meetings, except those meetings where only specific members are requested to attend by the department chairperson. The Administration reserves the right to four (4) school improvement meetings per year to be used exclusively for School Improvement.

## 2. Assigned Extra Duties or Committee Work

When teachers are assigned extra duties or committee work requiring time beyond the normal school day, the schedule shall be modified in an appropriate manner to provide time to perform the required duties. The monthly department meeting shall not be used for such extra duties.

### C. SCHOOL CALENDAR

The Board of Education has the responsibility to see that the school calendar is prepared in harmony with the **Illinois School Code**. Every consideration shall be given by the administration to the teachers' requests in preparing the school calendar.

### D. HEALTH AND SAFETY

A teacher shall not be required to work under unsafe or hazardous conditions or to perform tasks, which endanger his/her health or safety. Any such conditions should be pointed out in writing to the Administration to be reviewed by the Board as soon as such condition is noted. It is expected that immediate attention will be given to any such condition.

### E. DISCIPLINE

#### 1. Discipline Committee

A joint committee shall be set up to review the disciplinary procedures. It shall meet at least once per year. The joint committee shall meet for the purpose of reviewing discipline procedures and recommending changes. The committee shall consist of three administrators, and three BBEA members.

#### 2. Learning Adjustment Center

A learning adjustment center separate from study hall shall be provided for disciplinary problems and in-school suspensions.

### F. SUPERVISION

#### 1. Study Hall/Hall Supervision/Learning Adjustment Center Room Assignments

Study Hall/Hall Supervision/Learning Adjustment Center Room assignments shall be made to teachers on an equitable basis not to exceed ninety (90) hours per year. Department chairpersons, counselors, lunchroom supervisors, athletic trainer, student council advisor(s), yearbook sponsor, newspaper sponsor, aquatic supervisor, social worker, psychologist, school nurse, and teacher deans shall not normally serve in Study Hall/Hall

Supervision/Learning Adjustment Center Room. The above may be used as Study Hall/Hall Supervision/Learning Adjustment Center Room supervisors in emergencies to fill hours of the day when no teachers are available or to equalize the Study Hall/Hall Supervision/Learning Adjustment Center Room assignments. Preference for assignments shall be solicited and made on the basis of seniority. Teachers with seniority who have not received their preference may request special administrative review.

**G. CLASS SIZE**

1. Goals

Within the financial resources of the district, attempts shall be made to maintain a class size conducive to the desired learning environment. The administration shall recognize its responsibility to give reasonable support and assistance in maintaining class size, which meets the educational needs of the students.

2. Fundamental or Lower Level Classes

The Board of Education and the Association recognize the educational need to limit the student enrollment in fundamental or lower level classes. To that end, the administration shall make every effort to regulate the enrollment of such classes by using the class-size average established by using the 6-day count (excluding special education) of the previous year as a guideline.

**H. CLERICAL ASSISTANCE**

Typing and duplication in the preparation of exams, official correspondence, and other functions shall be available for teachers through the duplicating and supply office as supervised by the Director of Special Services. Any assistance needed in this area will require advanced planning to properly schedule the available clerical assistance.

**I. TEACHER AIDES/PARA-PROFESSIONALS**

Department chairpersons shall have the privilege to request a teacher aide, para-professional or parental assistant when situations develop within the classroom, which endanger the success of the instructional program. Such requests shall be directed to the principal and forwarded to the superintendent, who may recommend to the Board of Education appropriate action to be taken.

**J. OFFICE SPACE**

1. Teachers

If available, space should be provided for teachers who do not have an assigned classroom.

2. Department Chairpersons

Office space shall be provided for department chairpersons as space becomes available.

**K. MEDICAL COVERAGE INFORMATION**

Information pertaining to medical coverage shall be distributed at the beginning of the school term. Any time the district is advised of modification in coverage or premium, it shall notify covered employees of such modification within seven (7) calendar days.

**L. OPEN HOUSE OR PARENT TEACHER CONFERENCE AND ATTENDANCE AT EVENING FUNCTIONS**

Attendance at evening functions, other than the BBCHS Open house or parent teacher conferences, shall be on a voluntary basis. The date of the BBCHS Open house or parent teacher conference shall be announced sixty (60) days prior to the end of the previous school year.

**M. SCHOOL SPONSORED ACTIVITIES**

The following activities will be considered school sponsored and such have the same liability coverage as in-school functions: club activities, activities of groups listed on the extra-duty pay schedule, and academically related field trips or activities. School sponsored activities must be approved by the administration prior to receiving liability coverage.

**N. PAYROLL WITHHOLDINGS**

Payroll withholdings shall be submitted to the bookkeeper by September 15. Subsequent changes shall be submitted to the bookkeeper fourteen (14) days prior to the first board meeting of any given month.

**O. PAY OPTIONS**

1. Pay Day

Pay day shall be bimonthly with paper payments and direct deposit payments made on or before the 15<sup>th</sup> and the last day of the month during the school year and mailed during summer months on or before the 15<sup>th</sup> and the last day of the month. Paper payments shall be placed in the

mailboxes during the school year. If pay day falls on a weekend or a holiday break, payment shall be made on the last work day before the 15<sup>th</sup> or the last day of the month. Nine-month employees have the option to be paid over 10 months instead of 12 months. The 10-month option must be requested in writing to the business manager prior to the first day of the school year. The employees selected pay option will remain in effect until the employee provides written notification to the business manager to change options prior to the start of the next school year.

## 2. Direct Deposit

Teachers shall have the option of having their pay directly deposited to the bank, etc., of their choice.

### **P. STAFF DEVELOPMENT COMMITTEE**

The Board and Association agree to establish a joint staff development committee for the purpose of identifying and recommending future staff development programs to the Board of Education. The committee shall consist of eight (8) members - four (4) appointed by the Board of Education and four (4) appointed by the Association.

### **Q. ROUTINE TASK REDUCTION COMMITTEE**

A committee composed of two (2) members chosen by the Association and two (2) members of the Board of Education or their designees shall meet at least once each semester or more often as may be determined by a majority of the members. The committee shall review such teacher proposals and requests for the reduction of routine tasks which diminish teachers' scheduled teaching time as may be presented to it in writing prior to its meeting. The committee shall consider such proposals and requests as presented to it, together with such other proposals as may be offered by its own members, and shall make recommendations to the Board of Education and the Association for consideration.

### **R. QUARTERLY GRADE REPORTS**

Quarterly grade reports shall be due as follows:

1. 8:00 a.m. on the third working day following the conclusion of the 1st and 3rd nine-week grading periods.
2. No later than 3:10 p.m. at the conclusion of the Institute Day of the 2nd and 4th nine-week grading periods.

**S. JOINT COMMITTEE**

The Board and Association agree to establish a joint committee for purpose of researching alternative methods of student scheduling. Said research shall include, but not be limited to the following: graduation requirements, class schedules, expanded curriculum offerings, use of school facilities and resources, length of class periods, class size, and teacher preparation time. The committee shall report its findings to the School Board and the Association no later than March 1 of each year of the contract. The committee shall reconvene every year of the contract pending student scheduling changes.

**ARTICLE VIII - NEGOTIATIONS**

**A. OPENING DATE**

Negotiations shall begin no later than March 15, unless both parties agree to an alternate date. At the first meeting a tentative schedule for future meetings will be adopted.

**B. NEGOTIATING COMMITTEE MEMBERSHIP**

Each negotiating team shall not exceed ten (10) members. In the event of a member's inability to be present at negotiations, that member may be replaced by another member of his/her group. Observers shall not be authorized except by mutual consent.

**C. IMPASSE**

When a mediator is required, the Federal Mediation and Conciliation service will be used.

**D. RATIFICATION**

When the Association and the Board of Education reach tentative agreement on all matters being negotiated, the items shall be submitted to the membership of the Association for ratification and to the Board of Education for ratification.

**E. SUCCESSOR AGREEMENTS**

The Board of Education and the Association agree that in successor agreements they will meet at reasonable times and confer in good faith in respect to wages, hours, and other terms and conditions of employment. This does not compel either party to agree to a proposal or require the making of a concession.

**ARTICLE IX - LEGAL CONFORMITY**

**A. LEGAL CONFORMITY**

Should any clause of this master contract be declared illegal, said article or clause may be deleted from this contract to the extent that it violates the law, but remaining articles and clauses shall remain in effect.

**B. DURATION**

This master contract shall be effective August 1, 2008, and shall terminate on August 1, 2011.

**C. NO STRIKE**

It is agreed and understood by the Association that there will be no strike, work stoppage, or slowdown by its officers or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity. The Association recognizes the duty and obligation of its representatives to comply with the provisions of this agreement.

**D. EFFECT OF AGREEMENT**

1. Modification of Contract

The terms and conditions set forth in this Agreement represent full and complete understanding between the parties. The terms and conditions may be modified only through the written mutual consent of the parties.

2. Bargaining During Term of Contract

The parties acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. It is understood that all of the agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the duration of this Agreement, each voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered by this Agreement.

**ARTICLE X - FRINGE BENEFITS**

**A. ADVANCEMENT ON SALARY SCHEDULE**

1. College Credit Tuition Reimbursement

a) The Board of Education shall pay the total expenses for additional training of a teacher when the Board of Education requests

a teacher to attend school for the benefit of Bradley-Bourbonnais Community High School.

- b) Teachers who attend school for advancement on the salary schedule, or for additional hours in their teaching field, and who provide an official transcript along with evidence of tuition and fee expenses, shall receive full reimbursement of tuition and class fees with the maximums as follows:

2008-09 - \$1000.00  
2009-10 - \$1000.00  
2010-11 - \$1200.00

The reimbursable year shall begin September 1 and end August 31, and shall include courses completed during that time period. It is understood that a master's degree in the teacher's teaching field, classroom - related, or in educational administration is necessary to be advanced to the master's column. Reimbursement for college courses and class fees shall be received only if the credits are in the specific teaching field, required credits in a master's program in the teacher's field, or related courses and if prior approval of the superintendent or his/her designee has been granted. Educational Administrative graduate courses will be considered for salary advancement but are not eligible for tuition reimbursement.

- c) If a teacher has moved horizontally on the salary schedule as a result of these credits (tuition reimbursement) in full or in part and the teacher leaves the employ of the district within one (1) year of receiving such reimbursement, the teacher shall repay the district an amount equal to the tuition reimbursement for the year prior to departure. The superintendent or his/her designee shall retain the privilege of waiving this requirement when extenuating circumstances exist.

## 2. Special Credit

Permission by the superintendent or his/her designee may be given to those teachers desiring to attend vocational institutes or special seminars related to his/her teaching area for advancement on the salary schedule. A maximum of four (4) hours toward movement at each column on the salary schedule may be received in this way.

## 3. Non-Reimbursed College Credit

Teachers who provide an official transcript of graduate-level courses in their teaching field or classroom-related courses shall also move horizontally on the salary schedule. Prior administrative approval for such movement is required in all cases. It is understood that a master's degree is necessary to be advanced to the master's column. Only those graduate-level hours earned after a master's degree has been completed will permit advancement to the MS + 15 or MS + 30 columns.

**B. RETIREMENT STIPEND**

Section A. Retirement stipends shall not be available to any teacher whose retirement would otherwise give rise to an ERO penalty or any other penalty or additional contribution under TRS to be paid by the Board. Employees receiving a retirement stipend agree not to engage in TRS reportable employment outside of the District that could result in unforeseen penalties.

Section B. Teachers with at least fifteen and less than twenty years of experience with the District are eligible for the following retirement benefit:

When a teacher gives the Board an irrevocable written notice of retirement by June 1, the year prior to the year of retirement (for example, June 1, 2008 for retirement at the end of 2008-2009 school year), the Board shall remove the teacher from the salary schedule and pay a 6% retirement benefit, inclusive of any other increase in total compensation, for the teacher's remaining year of service. In no case shall a teacher be eligible to receive the 6% retirement benefit for more than one (1) year.

When a teacher submits an irrevocable notice of retirement under this section, the teacher shall be removed from the salary schedules. Any retirement benefit amount due over and above the contractual pay rate shall be paid as a salary increase in the June paycheck during the school year when the retirement incentive is received. The calculations of the salary increase pursuant to the retirement benefit shall be based upon the TRS creditable earnings (both exempt and non-exempt) from the teaching salary for the school year immediately preceding the school year when the teacher will first receive this retirement benefit. In no case shall an increase in a teacher's TRS creditable earnings during a school year when the teacher receives this retirement benefit exceed six percent (6%) of the creditable earnings for the previous school year.

Section C. Teachers with at least twenty and less than twenty-five years of experience with the District are eligible for the following retirement benefit:

When a teacher gives the board an irrevocable written notice of retirement by June 1 two (2) years prior to the year of the retirement, (for example, June 1, 2008 for retirement at the end of the 2009/2010 school year), the Board shall remove the teacher from the salary schedule and pay a 6% retirement benefit, inclusive of any other increase in total compensation, for each of the teacher's remaining years of service. If a teacher has less than two (2) years before the teacher's year of retirement and gives the Board an irrevocable written notice of retirement by June 1<sup>st</sup> of that particular school year within the two-year period prior to retirement, the teacher will then only be eligible to receive this 6% benefit, inclusive of any other increase in compensation, for the teacher's final year of service prior to retirement after that particular school year. In no case shall a teacher be eligible to receive the 6% retirement benefit for more than two (2) years.

When a teacher submits an irrevocable notice of retirement under this section, the teacher shall be removed from the salary schedules. Any retirement benefits amount due over and above the contractual pay rate shall be paid as a salary increase in the June paycheck during the school year(s) when the retirement benefit is received. The calculations of the salary increase pursuant to the retirement benefit shall be based upon the TRS creditable earnings (both exempt and non-exempt) from the teaching salary for the school year immediately preceding the school year when the teacher will first receive this retirement benefit. In no case shall an increase in a teacher's TRS creditable earnings during a school year when the teacher receives this retirement benefit exceed six percent (6%) of the creditable earnings for the previous school year.

Section D - Teachers with at least twenty-five years of experience with the District are eligible for the following retirement benefit:

If a teacher gives the Board an irrevocable written notice of retirement by June 1<sup>st</sup> three (3) years prior to the year of the retirement, for example, June 1, 2008 for retirement at the end of the 2010/2011 school year), the Board shall remove the teacher from the salary schedule and pay a 6%

retirement benefit, inclusive of any other increase in total compensation, for each of the teacher's remaining years of service. If a teacher has less than three (3) years before the teacher's year of retirement and gives the Board an irrevocable written notice of retirement by June 1<sup>st</sup> of that particular school year within the three-year period prior to the retirement, the teacher will then only be eligible to receive this 6% benefit, inclusive of any other increase in compensation, for each of the teacher's remaining years of service prior to retirement after that particular school year. In no case shall a teacher be eligible to receive the 6% retirement benefit for more than three (3) years.

When a teacher submits an irrevocable notice of retirement under this section, the teacher shall be removed from the salary schedules. Any retirement benefit amount due over and above the contractual pay rate shall be paid as a salary increase in the June paycheck during the school year(s) when the retirement benefit is received. The calculations of the salary increase pursuant to the retirement benefit shall be based upon the TRS creditable earnings (both exempt and non-exempt) from the teaching salary for the school year immediately preceding the school year when the teacher will first receive this retirement benefit. In no case shall an increase in a teacher's TRS creditable earnings during a school year when the teacher receives this retirement benefit exceed six percent (6%) of the creditable earnings for the previous school year.

**C. FRINGE PROGRAM**

1. The figure in each step on the salary schedules includes the teacher's basic salary plus 9.8901% for the teacher's pension paid by the Board of Education.
2. Family medical.
3. Family dental.
4. \$20,000 life insurance per employee. The employee shall have the option to purchase additional coverage in the group plan at his/her own expense.
5. \$1,000 life insurance per dependent.
6. The Board of Education shall pay premiums per year as follows:

- a. **2008-2009** 100% of the teacher's single HMO health insurance premiums and 95% of the teacher's single PPO health insurance premium.
- b. 90% of teachers' HMO health insurance E + 1/Family premiums.
- c. 80% of teacher's PPO E +1 health insurance premiums.  
80% of teacher's PPO Family health insurance premiums.
  
- a. **2009-2010** 100% of the teacher's single HMO health insurance premiums and 90% of the teacher's single PPO health insurance premium.
- b. 90% of teachers' HMO health insurance E + 1/Family premiums
- c. 77% of teacher's PPO E + 1 health insurance premiums.  
77% of teacher's PPO Family Health insurance premiums.
  
- a. **2010-2011** 100% of the teacher's single HMO health insurance premiums and 87% of the teacher's single PPO health insurance premium.
- b. 85% of teachers' HMO health insurance E + 1/Family premiums.
- c. 75% of teacher's PPO E + 1 health insurance premiums.  
75% of teacher's PPO Family health insurance premiums.

7. Insurance Committee

The Board of Education and the Association shall form an insurance committee for the purpose of investigating and recommending changes in the provision of health services. The committee shall be comprised of four (4) persons appointed by the BBEA and four (4) persons appointed by the Board of Education. Recommended changes may be implemented upon the approval of the Board and Association.

- 8. If the state legislature passes legislation which provides new avenues of health insurance, the Board and the Association agree to bargain any changes.

D. **PART-TIME TEACHERS**

Part-time teachers are eligible for pro rata benefits where applicable under the language of this contract and further providing that the insurance carrier accepts the employee under the applicable employee insurance program.

**ARTICLE XI - SALARY SCHEDULES**

**A. CAP OF BACHELOR'S COLUMNS**

The bold line on the salary schedules indicates the capped positions. Anyone whose current position on the salary schedule is beyond the capped steps will remain at that vertical level until he/she moves into the MS column. See pages 36, 37, and 38.

**B. Column Change Beyond the Salary Schedule**

Teachers beyond the salary schedule of the MS column, who advance to the MS + 15 column, shall receive an increase of \$1250 over the salary they would have received in the MS column. Teachers beyond the 24<sup>th</sup> step of the MS + 15 column who advance to the MS + 15 column shall receive an increase of \$1500 over the salary they would have received in the MS + 15 column.

\*Bold line indicates capped positions (see XI.A)

Table 1

**2008-2009 SALARY SCHEDULE**

STEP	BS	BS+15	MS	MS+15	MS+30
4	35,990	36,372	37,347	37,859	38,353
5	36,754	37,143	38,135	38,657	39,163
6	37,534	37,931	38,941	39,471	39,990
7	38,347	38,751	39,778	40,318	40,850
8	39,183	39,594	40,639	41,185	41,736
9	40,043	40,463	41,528	42,088	42,647
10	40,924	41,353	42,436	43,008	43,579
11	41,823	42,263	43,363	43,948	44,534
12	42,544	42,990	44,105	44,700	45,296
13	43,570	44,033	45,180	45,796	46,412
14	44,033	44,496	45,796	46,373	47,027
15	44,599	45,018	46,417	46,923	47,763
16	45,101	45,565	47,148	47,820	48,737
17	45,607	46,110	47,879	48,722	49,714
18	46,110	46,666	48,612	49,621	50,687
19	47,029	47,587	49,343	50,520	51,663
20	47,948	48,508	50,078	51,420	52,640
21	48,870	49,431	51,378	52,322	53,620

22	49,811	50,374	52,666	53,880	55,134
23	51,108	51,670	53,964	55,435	56,677
24	52,402	52,963	55,444	56,989	58,397
25	53,697	54,257	56,941	58,545	60,130

An equity payment of 4.25% is payable to any teacher who was at a column maximum during the 2007-08 school year.

All figures include 9.8901% Board paid retirement.

Teachers hired 2006-07 and before move two steps (get one extra step).

Teachers hired after 2006-07 move one step.

\*Bold line indicates capped positions (see XI.A)

Table 2

### 2009-2010 SALARY SCHEDULE

STEP	BS	BS+15	MS	MS+15	MS+30
4	36,739	37,130	38,403	38,931	39,438
5	37,519	37,918	39,214	39,752	40,270
6	38,316	38,722	40,042	40,590	41,121
7	39,130	39,543	40,888	41,445	41,989
8	39,977	40,398	41,767	42,334	42,892
9	40,849	41,277	42,671	43,245	43,823
10	41,745	42,182	43,605	44,192	44,780
11	42,663	43,110	44,558	45,158	45,758
12	43,601	44,060	45,531	46,146	46,760
13	44,352	44,817	46,311	46,935	47,561
14	45,422	45,904	47,439	48,085	48,733
15	45,904	46,387	48,085	48,691	49,379
16	46,494	46,931	48,738	49,269	50,152
17	47,017	47,502	49,505	50,211	51,174
18	47,545	48,070	50,273	51,158	52,200
19	48,070	48,649	51,043	52,102	53,222

20	49,028	49,609	51,810	53,046	54,246
21	49,986	50,569	52,582	53,991	55,272
22	50,947	51,532	53,947	54,938	56,301
23	51,928	52,514	55,299	56,574	57,891
24	53,280	53,866	56,662	58,207	59,511
25	54,630	55,214	58,216	59,838	61,317

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An equity payment of 4.25% is payable to any teacher who was at a column maximum during the 2008-09 school year.

All figures include 9.8901% Board paid retirement.

All teachers move one step.

**2010-2011 SALARY SCHEDULE**

STEP	BS	BS+15	MS	MS+15	MS+30
1	37,144	37,540	38,554	39,086	39,592
2	37,933	38,337	39,651	40,197	40,719
3	38,738	39,150	40,488	41,044	41,579
4	39,561	39,980	41,344	41,909	42,457
5	40,401	40,828	42,217	42,792	43,354
6	41,276	41,711	43,124	43,710	44,286
7	42,176	42,619	44,058	44,650	45,247
8	43,102	43,553	45,022	45,628	46,235
9	44,050	44,511	46,006	46,626	47,245
10	45,018	45,491	47,011	47,646	48,280
11	45,794	46,274	47,816	48,460	49,106
12	46,898	47,396	48,981	49,648	50,316
13	47,396	47,894	49,648	50,274	50,983
14	48,005	48,457	50,322	50,870	51,782
15	48,545	49,046	51,114	51,843	52,837
16	49,090	49,632	51,907	52,820	53,896
17	49,632	50,230	52,702	53,795	54,952
18	50,622	51,222	53,494	54,770	56,009
19	51,611	52,213	54,291	55,745	57,068
20	52,603	53,207	55,700	56,724	58,131
21	53,616	54,221	57,096	58,413	59,773
22	55,011	55,617	58,503	60,098	61,445
23	56,405	57,009	60,108	61,783	63,310

An equity payment of 4.25% is payable to any teacher who was at a column maximum during the 2009-10 school year.

All figures include 9.8901% Board paid retirement

Teachers hired 2005-2006 and before move two steps (get one extra step).

Teachers hired after 2005-06 move one step.

**ARTICLE XII - EXTRA DUTY**

**A. PAY PERIOD**

Pay period for extra duty other than ticket taking and substituting shall be incorporated in regular pay or may be taken as a lump sum payment after the conclusion of the extra duty.

**B. TERM OF EXTRA ASSIGNMENTS**

All individuals assuming extra assignments (coach, department chairperson, lunchroom supervisor, etc.) shall be appointed on a yearly basis and shall serve at the discretion of the Board.

**C. CO-CURRICULAR SALARY LEVELS AND CATEGORIES**

1. Salary Schedule Levels (See page 43 - Co-curricular Salary Schedule).

2. Pension

All figures listed under Article XII Extra Duty and the Co-Curricular salary schedule include 9.8901% Board paid TRS.

3. Multiple Activity Incentive

A multiple activity incentive shall be paid each year of the contract as follows:

a) Categories A-C per additional activity:

- 2008-2009 - \$324.18
- 2009-2010 - \$349.18
- 2010-2011 - \$349.18

b) Categories D-I per additional activity:

- 2008-2009 - \$489.01
- 2009-2010 - \$514.01
- 2010-2011 - \$514.01

This incentive shall be based on the lower categories as stated above.

4. Salary Schedule  
Categories

Category A

Club Sponsors\* (as recommended by the Superintendent and approved by the Board of Education)  
Jazz Band Lab Sponsor  
Natural Helper Sponsors  
Pom-Pom Assistant - FB  
Renaissance Sponsor

Category B

Cheerleaders - Freshman/JV -FB  
Class Sponsor-Freshman\*  
Class Sponsor-Sophomore\*  
Contest Plays\*  
Mathlete Assistant  
Pom-Pom Sponsor-FB  
Pom-Pom Assistant - BB  
Special Olympics Assistant(s)  
Special Olympics Swim Coach  
Speech Assistant  
Video Yearbook Sponsor

Category C

Badminton Assistant  
Band Assistant  
Cheerleaders Freshman/JV -BB  
Cheerleaders Freshman/JV -FB  
Cheerleaders Varsity/Soph -FB  
Chess Team Head Sponsor  
Class Sponsor - Senior  
Communications Head Sponsor  
Cross-Country Assistant  
Golf Assistant  
Jazz Band Director  
Mathletes Head Sponsor

Newspaper Head

Orchestra Head  
Play Sponsor\*  
Pom-Pom Sponsor-BB\*  
Scholastic Bowl Assistant  
Special Olympics Head BB Coach  
Speech Team Sponsor\*  
Tennis Assistant

Category D

Baseball Assistant  
Cheerleaders Varsity/Soph -BB  
Class Sponsor-Junior  
Musical Production Sponsor  
Soccer Assistant  
Softball Assistant  
Swim/Diving-Assistant  
Track Assistant  
Volleyball Assistant  
Water Polo Head Coach  
Yearbook Sponsor

Category E

Auditorium Director  
Aquatics Director  
Badminton Head Coach  
Cross-Country Head Coach  
Golf Head Coach  
Scholastic Bowl Head Coach  
Strength Coordinator  
Student Council Advisors  
Tennis Head Coach

Category F

Basketball -Assistant  
Baseball Head Coach  
Choral Director  
Football Assistant  
Soccer Head Coach  
Softball Head Coach  
Wrestling Assistant

Category G

Band Director  
Swim/Diving.- Head Coach  
Track Head Coach  
Volleyball Head Coach  
Wrestling Head Coach

Category H

Category I

Athletic Director Assistant  
Basketball - Head Coach  
Football Head Coach  
Trainer - Fall  
Trainer - Winter  
Trainer - Spring

\*See Section C-5  
(Special Provisions)

## 5. Special Provisions

All personnel are in a category not frozen as stated below may advance from Level 1 through Level 4 if recommended by administration:

- a) Club sponsors - frozen at Level 1.
- b) Senior sponsor - frozen at Level 2.
- c) Junior sponsor - frozen at Level 3.
- d) Sophomore sponsor - frozen at Level 4.
- e) Freshman sponsor - frozen at Level 4.
- f) Readers' Theatre - frozen at Level 4.
- g) Play production sponsor - per production.
- h) Musical production sponsor - per production.
- i) Speech Team - IHSA competition.
- j) Yearbook - plus release time.
- k) Lunchroom supervision - \$ 1483.53
- l) Department chairperson -
  - 1. For the duration of the contract the Mathematics, Science, English, Special Education and Social Studies Department Chair will teach 4 classes a day and remain exempt from study hall supervision.
  - 2. The Department chair will receive a \$1420 stipend plus \$90 per each additional FTE department teacher in 2008-2009, \$95.00 for 2009-2010, and \$100.00 for 2010-2011.
  - 3. The Special Education Department Chair will receive 50% of the per teacher increment for each FTE aide in the Special Education Department.
  - 4. Department Chairs other than English, Mathematics, Social Studies, Science, and Special Education will receive a \$2420.00 stipend plus \$100 per each additional FTE department teacher in 2010-2011.
- m) Athletic supervision -
  - 2008/2009 - \$13.50 per hour
  - 2009/2010 - \$14.00 per hour
  - 2010/2011 - \$14.50 per hour
- n) In-school substitution - \$28.00 per hr. - 2008-09, \$29.00 per hr.- 2009-2010, \$29.00 per hr. 2010-2011
- o) Consulting teacher - same as in-school substitution.
- p) Homebound instruction - same as in-school substitution.

A teacher mentoring a teacher who is not using the program to move from initial to standard certificate-\$ 850.

Two years of mentoring may be provided for teachers who are moving from initial to standard certificates. Such a mentor will be paid \$1100 for year one and will be paid \$800 for the second year. A mentor will receive 50% of the respective stipend for an additional teacher assigned to the mentor.

q) Co-curricular non-paid duties:

All teachers shall do two (2) non-paid duties annually.

Teachers' preferences shall be solicited on a seniority system. It is understood that the following shall not be included as co-curricular non-paid duties:

All levels/all sports Timers and Scorers  
Freshman - \$25.00  
Sophomore - \$25.00  
Varsity (except football) - \$30.00 Varsity  
Football - \$40.00

If a non-paid activity is cancelled, the teacher will not be required to sign up for another activity.

r) It is understood that non-paid extra-duty dates will not be scheduled during winter and spring breaks.

s) National certification under the National Board for Professional Teaching Standards (NBPTS) recognized by Illinois through the Master Teaching Certificate while certificate is maintained - \$1000 per year.

6. Club Sponsors

Clubs may have up to two sponsors (frozen at level 1, as for all clubs) as recommended by the administration and approved by the Board.

### 2008-2009 Salary Schedule Categories and Levels

Table 1

Category	Level 1	Level 2	Level 3	Level 4
A	1046	1383	1550	1761
B	1511	1846	2210	2547
C	2016	2397	2869	3287
D	2365	2840	3411	4009
E	2754	3373	3976	4690
F	3140	3674	4559	5424
G	3576	4063	5196	6249
H	4015	4733	5988	7222
I	4313	5106	6384	7661

### 2009-2010 Salary Schedule Categories and Levels

Table 2

Category	Level 1	Level 2	Level 3	Level 4
A	1088	1438	1612	1831
B	1571	1920	2298	2649
C	2097	2493	2984	3418
D	2460	2954	3547	4169
E	2864	3508	4135	4878
F	3266	3821	4741	5641
G	3719	4226	5404	6499
H	4176	4922	6228	7511
I	4486	5310	6639	7967

### 2010-2011 Salary Schedule Categories and Levels

Table 3

Category	Level 1	Level 2	Level 3	Level 4
A	1132	1496	1676	1904
B	1634	1997	2390	2755
C	2181	2593	3103	3555
D	2558	3072	3689	4336
E	2979	3648	4300	5073
F	3397	3974	4931	5867
G	3868	4395	5620	6759
H	4343	5119	6477	7811
I	4665	5522	6905	8286

**ARTICLE XIII - ACCEPTANCE**

This Master Contract is signed and adopted this 14th day of October, 2008.

**SIGNATURES:**

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Richard Mann  
President BBCHS Board of Education

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Michael Downey  
Secretary BBCHS Board of Education

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Frank Petkunas  
President BBEA

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Maria Arseneau  
Secretary BBEA Negotiating Team