

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

2023-2028

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(Applicable to all Bargaining Unit Members)

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PART I
(APPLICABLE TO ALL BARGAINING UNIT MEMBERS)

ARTICLE I - INTRODUCTION

A. RECOGNITION

The Board of Education of Bourbonnais Elementary School District #53, Kankakee County, Illinois, hereafter referred to as the "Board" recognizes the Bourbonnais Education Association/I.E.A.-N.E.A./N.E.A., hereafter referred to as the "Association", as the sole and exclusive bargaining agent of all full and part-time regularly employed licensed teaching personnel, including Social Workers, Psychologists, and Licensed School Nurses, and all full and part-time employee assistants and all full and part-time custodians, hereafter referred to as "Employees," except for the superintendent, assistant superintendent, building principal (s), assistant principal (s), substitute employees, pupil personnel service administrator, reading coordinator and all supervisory, managerial, confidential and short-term employees as defined by the IELRA.

B. SCOPE

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

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

Should any Article, Section or Clause of the Agreement be declared illegal by a court of competent jurisdiction, then that Article, Section, or Clause shall be deleted from this Agreement to the extent that it violates the law. The remaining Articles, Sections, and Clauses shall remain in full force and effect.

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

1. To retain administrative control of the District and its properties and facilities.
2. To direct the work of its employees, to determine the time and hours of operation and determine the kinds and levels of services to be provided and the methods and means of providing those services, including entering into contracts with private vendors for services.

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

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

ARTICLE II - ASSOCIATION RIGHTS

A. PERSONNEL FILES

Current employment records of all District 53 personnel shall be maintained by the Superintendent or his designee and housed in a central file in the administrative office. The District shall keep a central personnel file for each employee. Material not maintained in the central personnel file may not provide the basis for discipline against an employee. Whenever any evaluation information is placed in an employee's personnel file, the employee shall receive a copy of said material. The employee shall have the right to attach to the material a written reaction within thirty (30) school days. During the summer, days shall be defined as weekdays. Any information that is exempt as set forth in the Illinois Personnel Record Review Act, is not available for review or copying. Upon appropriate request, a employee may inspect their personnel file subject to the following:

1. Inspection shall occur during non-working hours, including lunch and break periods, upon a forty-eight (48) hour notice. Upon request, an employee who has a written grievance on file who is inspecting his/her personnel file with respect to such grievance may have a

representative present during such inspection. In all cases, the Superintendent and/or his/her designee shall be present when a file is being inspected.

2. Copies of materials in an employee's personnel file shall be provided to the employee upon request if such materials are not confidential or are exempt as outlined in the Illinois Personnel Record Review Act. The employee shall bear the reasonable cost of duplication established by this Board.
3. Pre-employment information, e.g. reference checks and responses or information provided the administration with the specific request that it remain confidential, shall not be subject to inspection or copying.

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

B. POSTING OF AGREEMENT

This agreement shall be posted by the Board of Education on the District website within 30 days of approval by the Board.

C. EMPLOYEE RIGHTS

1. Employees shall be treated in a professional and courteous manner and the Board will follow board policy regarding the discipline of employees.
2. Employee Discipline-When an employee is required to appear before the Board concerning disciplinary action, the teacher shall be entitled to have a representative present. Further, when a teacher is required to appear before the Board, the teacher shall be advised in writing of the reasons for that appearance. The Board agrees that its rules and regulations governing employee conduct shall be reasonable and that enforcement of employee discipline shall be fair and for cause.
3. The Association shall be permitted the use of a bulletin board in the employee's lounge that is located in each school building. The Association shall be permitted the use of District copying machines provided that it does not interfere with the normal business uses of said machines and further provided that the Association reimburses the District for the cost of copying (or Association supplies the paper). The Association may use faculty mailboxes and district emails for a reasonable volume of appropriate announcements related to negotiations and other association business on behalf of the members of the negotiating unit except for political material or material promoting political candidates, which shall not be displayed or distributed through the District mail and/or District email.

4. The Association may hold business meetings as needed on school property provided such meetings in no way interfere with any aspects of the instructional programs. The schedule for such meetings is to be approved by the Superintendent and also such meetings shall entail no additional maintenance or custodial expense to the District. If such expense exists, it shall be paid by the Association.
5. The Association will be provided, upon request, a copy of the annual District financial audit, budget, and enrollment data pertinent to negotiations.
6. The agenda and the approved minutes that the Board Members receive for the duly designated Board meetings will be available electronically to the Association.
7. The board shall, upon the written request of an employee, withhold from the compensation of that employee any dues, payments or contributions payable by such employee to any employee labor organization as defined in the Illinois Educational Labor Relations Act. Under such arrangement, an amount shall be withheld from each regular payroll period which is equal to the pro rata share of the annual dues plus any payments or contributions and the board shall transmit such withholdings to the specified labor organization within 10 working days from the time of the withholding. In the event of any legal action against the Board brought in a court or administrative agency because of its compliance with the Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
 - a. The Board gives immediate notice of such action in writing to the Association and permits the Association intervention as a party if it so desires, and
 - b. The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.

The Association agrees that in any action so defended, it will indemnify and hold harmless the Board from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Board's non-negligent compliance with this Article.

It is expressly understood that this hold harmless provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful

misconduct by the Board or the Board's imperfect execution of the obligations imposed upon by this Article.

D. NO STRIKE

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

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

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

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

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

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

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

E. NEGOTIATIONS PROCEDURE

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

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

ARTICLE III - LEAVES

A. SICK LEAVE

Each employee in years 1-13 shall be entitled to twelve (12) days for sick leave per school year without loss of pay. Each employee in years 14 or more shall be entitled to fifteen (15) days for sick leave per school year without loss of pay. Sick leave shall be cumulative.

Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household. For purposes of this Section, immediate family shall include parents, spouse, domestic partner, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, daughters-in-law, sons-in-law, and legal guardians. Sick leave may be used to attend the funeral of a non-family member. All employees covered by this Agreement may access their sick leave balance using their employee computer access.

If requested, the employee must present a doctor's note after three consecutive days of absence.

B. BEREAVEMENT LEAVE

The Board shall authorize absence with pay for death in the immediate family. Such leave shall be granted to a maximum of three (3) days per death which will not be deducted from sick or personal leave. Immediate family shall include: parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, daughters-in-law, sons-in-law, domestic partner, adoptive parents and legal guardians.

In addition, up to two (2) sick leave days may be used for a death in the non-immediate family. Non-immediate family shall include grandparents-in-law, guardians of the employee's spouse, step-children, step-parents, step-grandchildren, uncles and aunts, nieces, nephews and cousins of the employee.

C. JURY DUTY

An employee will be excused at full pay for the purpose of fulfilling jury duty. Employees shall refund to the District any payment received for jury duty less travel allowance involved.

D. MILITARY LEAVE

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the Armed Forces in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings. MLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during the 12-month look-back period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list for a serious injury or illness and who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time during the period of five (5) years preceding the date on which the veteran undergoes that medical treatment, recuperation or therapy.

E. LEAVES OF ABSENCE

A leave of absence without pay may be granted to an employee by the Board of Education for a period not to exceed 180 school days, upon the recommendation of the Superintendent.

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

All leaves of absence shall be granted with full understanding that the employee may be assigned to any position for which he or she is qualified upon completion of the leave. Every consideration shall be given to returning the employee to his/her former position.

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

An employee on a leave of absence must notify the Superintendent of his or her intent to return from leave or resignation from the District no later than March 15 or by June 1 if the leave begins after March 15.

Absence of such a letter will be considered a resignation from the District and Board action will be taken to terminate the employee's employment.

Acceptance of full time employment elsewhere by the employee during the term of a leave of absence automatically voids the approved leave and action will be taken to terminate the employee's employment with the District unless such employment is approved by the Board of Education.

An employee on leave of absence retains any unused accumulated sick leave usable upon return to regular employment but does not earn additional sick leave until the employee returns to service. An employee on a leave of absence for one hundred eighty (180) school days does not advance on the salary schedule (where relevant) in the year returning from leave.

F. PERSONAL LEAVE

Full time employees will be allowed three (3) days of leave without reason, as personal days, during the course of the school year. Each of the aforementioned days shall be with full pay. For part-time Employees, the personal days shall be considered the same length as their standard workday.

Three (3) school days written notice to the Superintendent/Designee through the electronic attendance portal shall be required, unless the request is of an emergency nature.

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

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

G. ASSOCIATION LEAVE

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

1. That such request for leave be submitted to the Superintendent at least five (5) school days prior to the date requested for the leave.
2. That a substitute can be found for the employee leaving for the conference.
3. That the Association reimburse the District for the cost of the above mentioned substitutes.
4. Substitutes will not count toward in-house substitute absences.

H. SICK LEAVE BANK

The BEA maintains a sick leave bank for participating members. In order to access the sick leave bank the employee must first be a member, must exhaust all available sick leave and then will be allowed to withdraw to a maximum of 90 days per year with a cap of 180 days total during a member's career/ lifetime in BESD 53 as defined in the BEA Sick Leave Bank bylaws.

The following parameters exist:

1. The BEA will report to the Superintendent and the Board of Education all members' names and the number of days each member is donating by the September Board of Education meeting. Once submitted, no individuals will be allowed to join after the September board meeting date until the following fiscal year.
2. Each member is limited to the donation of two (2) days per fiscal year.
3. The BEA must report to the superintendent if a member will access days from the bank.
4. At no time will the sick leave bank incur a cost to the district.
5. Retired or retiring members may not donate unused sick leave days to the bank.
6. Sick leave donations may not be returned to the employee at any time.

ARTICLE IV - SALARY AND BENEFITS

A. PAYROLL DEDUCTIONS

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

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

B. IN-HOUSE SUBSTITUTE

1. Any teacher who is required by an administrator to give up his/her preparation period to cover another employee's assignment shall be paid \$25.00 per preparation period lost.
2. Teachers who assume responsibility for additional students for an entire school day due to the inability to obtain a substitute teacher to fill the absence of another teacher shall be paid the teacher substitute rate. In the event that two or more teachers split the responsibility of the additional students from a single class, the teacher substitute rate shall be divided evenly between the teachers.
3. Teachers Assistants who assume responsibility for additional students for an entire school day due to the inability to obtain a substitute to fill the absence of another teacher assistant shall be paid the teacher assistant substitute rate. In the event that two or more teacher assistants split the responsibility of the additional students from the absent teacher assistant, the teacher assistant substitute rate shall be divided evenly between the teacher assistants.

C. HEALTH INSURANCE

1. The District will pay 100% of the cost of hospital indemnity coverage. HSA seed money will be paid in one lump sum by January 15th of each year of the agreement. The District shall pay the following annual amounts per employee towards health care premiums:

Insurance Options	Board Contribution
Single HSA	\$6,950 + \$1,000 Seed
Employee/Spouse HSA	\$10,900 + \$2,000 Seed
Employee/Child HSA	\$10,800 + \$2,000 Seed
Family HSA	\$13,000 + \$2,000 Seed
Single PPO	\$7,950
Employee/Spouse PPO	\$12,900
Employee/Child PPO	\$12,800
Family PPO	\$15,000

2. The Board and the Association shall maintain a joint Insurance Committee for the purposes of monitoring costs, investigating trends/options, and if necessary, updating the provisions of health insurance. The Committee shall be comprised of four (4) persons appointed by the Association, four (4) persons appointed by the Board, the Association president and the Superintendent. Said Committee shall meet at regular intervals at least quarterly on dates agreed upon by both the Board and the Association.
3. Prior to a change in any health insurance benefits, those benefit changes shall be negotiated with the Association. Any recommended changes may be implemented upon the approval of the Board and the Association.
4. The healthcare plan will have a plan year of January 1-December 31 in accordance with IRS tax code.
5. Employees and dependents are eligible for the healthcare plan. Spouses without access to employer provided health care are also eligible for the healthcare plan. Employees must certify in writing by September 1st of each year that their spouse does not have access to employer provided healthcare to be eligible for the healthcare plan.

D. LIFE INSURANCE

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

E. FLEX PLAN

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

F. DENTAL INSURANCE

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

G. PART-TIME EMPLOYEES

Part-time employees shall receive a proportionate amount of salary, sick days, personal days, and 1/2 the agreed upon life insurance.

H. PAYROLL DATES

1. Pay shall be distributed on the 15th and 30th of each month. All Teachers shall be paid in twenty-four equal payments on a twelve (12) month pay schedule. All hourly employees employed on the date of adoption of this contract shall have the option to continue with annualized pay. All hourly employees hired after the adoption of this agreement shall be paid by actual time per the Wage Payment Act.
2. If a regular pay date during the school year falls on a day when bank deposits are not possible, employees shall receive deposit of their checks on the last banking day prior to the standard pay date.
3. Employees shall have their pay electronically deposited to the bank of their choice.

ARTICLE V - GRIEVANCE PROCEDURE

A. DEFINITION

A grievance shall mean a complaint that there has been a violation or misapplication of any of the specific provisions of this Agreement. Every employee covered by this Agreement shall have the right to present grievances in accordance with these following procedures.

The written information contained in the filed grievance shall include: 1) a description of the specific grounds of the grievance, including names, dates, and places necessary for a complete understanding of the grievance; 2) a listing of the provisions of this Agreement which are alleged

to have been violated, or misapplied; 3) a listing of specific actions requested of the administration which will remedy the grievance. All time limits consist of school days, except that when a grievance is submitted fewer than ten (10) school days before the close of the current school year or during a time when school is not in session, time limits shall consist of all weekdays.

B. PROCEDURES

1. General Provisions

Any employee may at any time present grievances to the administration without intervention of the Association provided that the Association may have a local representative present at all meetings at the first step.

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

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

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

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

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

Class grievances involving one or more employees or one or more supervisors, and grievances involving an administrator above the building level may be initially filed by the Association at step two.

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

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

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

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

2. Informal Step

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

In those circumstances where information procedures fall or are inappropriate or the employee requests formal procedures, a grievance will be processed pursuant to the stages described below.

3. First Step (Supervisor)

The filing of the grievance at the first step must be within twenty (20) business days of the occurrence of the grievance. The meeting with the Principal, and/or appropriate District representative, will be scheduled within five (5) school days of the receipt of the written grievance. The Principal, or appropriate District representative, who has authority to make a decision on the grievance, shall make such decision and communicate it in writing within five (5) school days after the meeting, to the employee, Superintendent, the Association President, and the Association's representative for the grievance.

4. Second Step (Superintendent)

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

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

5. Third Step (Board)

If the grievance is not resolved satisfactorily to the Association after the second step, the aggrieved employee or his/her Association designee will file within five

(5) school days of the receipt of the Superintendent's written decision at the second step, an appeal of the grievance to the Board of Education. The appeal shall be in writing and shall include a copy of the Superintendent's answer at the second step.

Within thirty (30) days of receipt of the written appeal, the Board shall hold a meeting on the grievance at a regular or special meeting. Within ten (10) school days after the meeting, the Board shall communicate its position in writing to the Association President.

6. Arbitration

If the grievance is not resolved satisfactorily to the Association at the third step, the Association can file for impartial, final, and binding arbitration under the Voluntary Labor Arbitration practices of the American Arbitration Association, which shall act as the administrator of the proceedings within thirty (30) days of the date of the Board's response. If not filed within this time period, the grievance shall be deemed withdrawn.

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

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

- a. The arbitrator shall have no power to establish salary structures.

- b. The arbitrator shall have no power to change any practice, policy, or rule of the Board nor to substitute his judgment for that of the Board as to the reasonableness of any such practice, policy, rule, or any action taken by the Board. The arbitrator's powers shall be limited to deciding whether the Board has violated the expressed Articles or Sections of the Agreement.
- c. The arbitrator shall have no power to decide any questions which under this Agreement is within the responsibility of management to decide. In rendering decisions, the arbitrator shall give due regard to the responsibilities of management and shall so construe such responsibilities, except as they may be specifically conditioned by the Agreement.
- d. All claims for back wages shall be limited to the amount of wages that an employee would have otherwise earned, less any unemployment. In any case, an award shall not go back further than the beginning date of this Agreement.

The grievant may not present any evidence or remedy that was not presented at third step before the Board.

PART II
(TEACHERS ONLY)

ARTICLE I - WORKING CONDITIONS

A. SCHOOL CALENDAR

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

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

1. The school day(s) immediately prior to the beginning of school shall be for formalized in-service. The Association shall be provided with no less than one (1) hour meeting time during the general session on the first institute day.
2. Included in an employee's professional duty is to have his/her classroom organized and engaging thus providing a welcoming atmosphere for the students on their first day of school. Teachers shall be compensated for preparing classrooms prior to the beginning of the school year at a rate of \$12.00/hour for a maximum of ten (10)

hours. In collaboration with the Building principal, employees can schedule time during ten (10) agreed upon weekdays prior to the first day of school. Requests for compensation must be made within the first 30 days of the school year and must be signed by the building principal.

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

For the Wednesday preceding the Thanksgiving holiday and the workday preceding the Christmas holiday (only if that workday is December 22nd, 23rd, or 24th), dismissal time shall be at the close of the period after five (5) clock hours of instruction.

B. EMERGENCY DISMISSAL

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

C. TEACHER ABSENCES

Except in cases of emergency, employees who will be absent shall attempt to request a substitute following district procedures before 6:30 a.m. to report that they will not be reporting for work and state the reason for the absence. It is desirable to request the night before if it is possible.

D. LESSON PLANS

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

E. DUTY FREE LUNCH

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

F. MEETING WITH SUPERINTENDENT AND UNION

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

G. NOTIFICATION OF ASSIGNMENTS

Thirty (30) calendar days prior to the beginning of the school year employees shall be notified in writing of a change in their teaching assignment for the following year as to attendance center locations, or subject assignment. Every effort shall be made to notify employees of a change in room assignment at least thirty (30) calendar days prior to the beginning of the school year. If an

employee is required by the District to move from one classroom/office to another, fifteen (15) calendar days or less prior to the beginning of the school year, the employee will be paid \$150 as compensation.

H. TEACHERS' WORKDAY

The length of the workday for all licensed employees shall be 460 consecutive minutes between the hours of 7:15 AM and 4:00 PM contingent upon the following:

1. Teachers shall remain past their building workday if they are involved in any staff meetings, staffings, or curriculum meetings. These meetings should conclude no more than 35 minutes past the regular workday for up to 10 meetings per school year without additional compensation. An employee required by administration to stay beyond 35 minutes past the regular workday for a meeting shall be paid per the extra duty schedule. However, the District may require employees to work up to 3 evenings per school year with no additional compensation for one open house and two other school events as determined by the building administration. Open house shall not occur before the start of the contractual year. Teachers working in more than one attendance center shall only be required to work one open house. In the event of an emergency, a meeting may be held to update or prepare staff. It is understood these meetings are not included in the aforementioned meetings and will be unpaid.
2. On the last day of the quarter for the first three quarters, school will be dismissed after five (5) clock hours. In the last quarter, school will be dismissed after five (5) clock hours on the Friday prior to the date that report cards are to go home. This time is to be spent by the classroom employees for the purpose of completing student report cards.
3. All licensed employees will receive a minimum of 225 minutes per (5 day) week as individual planning, conferencing, preparation time. Of this 225 minutes per (5 day) week, there will be a minimum of 30 consecutive minutes each day. Teachers in grades K-8 shall receive 30 minutes per day of team (e.g. grade level, department or content area) plan time. The administration reserves the right to assign roles, tasks and responsibilities for common plan time at all grade levels.
4. Departmentalized content area employees shall not be required to teach more than six (6) academic classes plus one (1) of the following: Enrichment / Intervention, Study Hall, Advisory, or Social Emotional Learning per day. Teachers may be requested by the administration to teach an additional class. Teachers will be paid at a per period / per diem rate for actual days worked. Teachers have the right to

decline such a request. The employee will receive and must sign a contract prior to accepting the course overload and the contract must be submitted to Human Resources and Payroll. If an employee must take a leave during the course overload period, a pro-rata reduction will be taken from the course overload payment. The pay will be disbursed during the regular payroll period over 24 pays.

5. For employees who are assigned to teach at more than one (1) building during a single school day, a minimum of fifteen (15) minutes of travel time shall be scheduled for each trip between schools, unless modified by a mutual agreement between the employee, the BEA, and the District. Travel time cannot be included in either the lunch period time, employee preparation time or grade level/team/department collaboration time. Traveling teachers shall be entitled to reimbursement for mileage at the IRS rate.
6. Teachers working Extended School Year (ESY) will be compensated at the curriculum rate.
7. The Extended School Year (ESY) coordinator will be compensated at 110% of the teacher rate.

I. BUS DUTY

Bus duty outside of the employee's contractual time (460 minutes) shall be paid per Extra Duty Schedule. When feasible it shall be assigned on a rotating basis.

J. VACANCIES AND/OR NEW POSITIONS

Should a vacancy and/or new position occur, that vacancy and/or new position shall be posted on the District website and sent to all licensed staff through District email one week prior to public notification except when an immediate replacement is necessary.

K. COMMITTEE ASSIGNMENTS

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

L. CLASS SIZE

The administration is committed to providing the optimum student/employee ratio possible based on fiscal and physical constraints. The administration will consider students' ages, abilities, special needs, transportation constraints, and subjects being taught while attempting to distribute students equitably into appropriate classrooms.

In the event a teacher or the Association has a concern regarding class size or workload, the concern may be raised with administration within ten (10) days of classroom roster availability. The teacher or the Association will raise the concern via email to the administrator in the impacted building. At the request of the teacher or the Association a meeting will be held to discuss the concerns. The Parties shall analyze data, consider instructional needs, and evaluate the impact of class sizes on student outcomes. As a result of this conversation the administration may consider taking no action, placing a teacher's aide in the impacted classroom, making changes to the final schedule, or releveling classrooms across the impacted grade level.

Each year a workload standard will be created in conjunction with the Association and representatives from the following positions: the District, Special Education Staff, Speech-Language Psychologists, Social Workers, School Psychologists. The workload standard shall be based on an analysis of the activities for which the entity's special educators are responsible. The workload standard will be evaluated before August 1st of each fiscal year by the administration to meet the needs of the district's students and their right to a free appropriate public education.

M. STAFF PROTECTION

The administration and employees will work together to maintain a safe learning environment. The Board will take reasonable steps to ensure that employees are protected from physical and/or psychological abuse and/or harm. Any employee who, while carrying out assigned teaching duties, believes he/she has been threatened either by an individual or group shall immediately notify the employee's building principal or principal's designee. Upon receiving such notice from an employee, the building principal or designee shall notify the superintendent or designee through a written document/report, and the school officials will communicate to the employee steps recommended for the student to provide a safe learning environment.

The district has developed a Threat Assessment Plan with members of the BEA and in accordance with Illinois Law and Illinois School Code.

N. REDUCTION IN FORCE

If an employee in contractual continued service is removed or dismissed as a result of a decision of the Board to decrease the number of employees employed by the board or to discontinue some particular type of teaching service, dismissal will be in accordance with Section 24-12 of the Illinois School Code (105 ILCS 5/24-12) and written notice shall be given to the employee by registered mail at least 45 days before the end of the school year, together with a statement of honorable dismissal and the reason therefore.

ARTICLE II - LEAVES

A. SABBATICAL LEAVE

1. Purpose

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

An employee on leave shall not engage in any activity unless the activity is directly related to the purpose for which the leave is granted and is approved by the Board. This does not preclude the acceptance of a grant or scholarship.

2. Qualification and Application

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

- a. Complete a total of six (6) years of teaching experience in the District before the request for leave.
- b. Submit a request for Sabbatical Leave for the ensuing school year to the Superintendent in writing prior to January 1 of the current school year. Such requests are subject to approval by the Board of Education.
- c. Any employee applying for such leave must agree to return to the District for at least one year following such leave or to reimburse the Board for all money paid to him/her while on leave.

3. Stipend

Compensation to a employee on approved Sabbatical Leave shall be in accordance with the Illinois School Code 105 ILCS 5/24-6.1

ARTICLE III - SALARY

A. SALARY PROVISIONS

1. Experience Credit

- a. New professional employees shall receive full credit for previous public teaching experience on the salary schedule. Such experience must be applicable to the teaching assignment offered and must include full time teaching.
- b. Credit shall be allowed for military service when the service time follows full time employment in District 53. This credit shall not exceed two (2) years.

- c. School Psychologists, Speech Language Pathologists, and Social Workers who have earned a master's degree in a state approved master's program requiring fifty-eight (58) or more semester hours shall be placed in the MA+32 lane.

2. Retirement Benefit Payments

The Board shall pay the combined contribution to the Teachers' Retirement System as of June 1, 2023 on base pay and any additional compensation for the duration of the agreement.

3. Movement on Pay Schedule

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

4. Salary Increases

Every full time employee (except those receiving 6% retirement benefit increases) will receive the following salary increases added to their previous year's base salary (before TRS, not to exceed the combined contribution to the Teachers' Retirement System as of June 1, 2023). Part-time employees will receive a prorated increase in accordance to their full-time equivalency:

2023-2024: 5%

2024-2025: 5%

2025-2026: 5%

2026-2027: CPI + 1% with a Minimum of 3% and Maximum of 4.5%

2027-2028: CPI + 1% with a Minimum of 3% and Maximum of 4.5%

- a. CPI is calculated by utilizing the same figure that the Board is statutorily required to utilize for purposes of the prior levy in December.
- b. Raise amounts in years 4 and 5 will be calculated by adding 1% to CPI but no less than 3% and no greater than 4.5%

5. Salary Differential

A one-time salary differential of 1.12 will be applied to new and existing School Psychologists, Speech Language Pathologists and Social Workers, with the exception of existing employees earning in excess of \$75,000 as of July 1, 2023.

6. Stipends For Hard to Fill Positions

The Board reserves the right to provide an annual stipend to employees that are hired for positions that are deemed “hard to fill” due to: (a) the position being open for one year or more; or (b) the position being declared a “shortage area” within the previous year either (i) in Illinois by the U.S. Department of Education or ISBE or; (ii) within the geographic region located within 25 miles of the District by the Regional Superintendent. In no event shall the stipend be more than required to secure the services of the applicant. In the event that a candidate receives an annual stipend, the Board and Association shall negotiate about whether any existing employees in the same job category should receive an annual stipend to insure that the salary of the candidate is not greater than any other existing employee in the same job category with the same or more experience and/or education. Further, the Association may raise any other compensation related concerns arising out of the board paid annual stipend following board approval. In the event that the parties determine that any existing employees should receive a stipend as a result of such negotiation, the parties shall enter into a Memorandum of Understanding addressing the issue. The Board shall provide notice to the Association no later than board action to employ a candidate with an annual stipend as provided in this section. The amount of the stipend shall be reflected in the minutes of the board meeting.

B. EARLY RETIREMENT INCENTIVE

Teachers with ten or more years of consecutive service in the district at retirement are eligible to receive additional benefits under the terms of this Early Retirement Incentive (ERI). A teacher may receive this ERI if he or she retires at the end of the school year (July 1 – June 30) during the following window period:

- A. Starting with the end of the school year in which the teacher becomes eligible to receive any retirement pension from TRS; and

B. Ending at the first of the following to occur:

the end of the school year in which he or she first accumulates at least thirty-five years of creditable service in the Teachers Retirement System (TRS); or

at the end of the school year in which the Teacher reaches age 65.

The incentive is not available unless the teacher can retire without obligating the teacher or the District to pay a penalty or any other payment to TRS. In determining these dates, teachers must consider and utilize all of their available sick leave for credible service purposes in TRS as well as any available service credit obtained from other employers or pension systems. However, when determining when a teacher is first eligible to retire with a non-discounted annuity from TRS, no teacher shall be considered to have first accumulated at least thirty-five years of creditable service in TRS considering and utilizing his/her available sick leave if he/she has fewer than 5 sick days per year remaining for his/her use during the year(s) remaining until retirement.

In order to receive the additional compensation available under this Early Retirement Incentive, eligible employees must deliver a non-revocable letter of retirement without contingency to the Superintendent no later than June 30th of the school year which is either 36, 24 or 12 months prior to retirement. The letter of retirement must reference the decision to retire under this Early Retirement Incentive and be accompanied by the TRS member requested "Personal Statement of Benefits" and a "Benefit Estimate" indicating total years of service.

Teachers who elect to receive this Early Retirement Incentive by submitting a timely resignation as provided above shall be entitled to an increase in salary during the final year(s) of employment. Such Teachers will be removed from the salary schedule and extra-curricular salary schedule during their final year(s) of employment and will be paid according to one of the following three options:

1. If the resignation is received on or before the June 30th which is 36 months prior to retirement, the teacher's TRS Creditable Salary for the last three years of employment shall increase by 6 percent per year.
2. If the resignation is received on or before the June 30th which is 24 months prior to retirement, the teacher's TRS Creditable Salary for the last two years of employment shall increase by 6 percent per year.

3. If the resignation is received on or before the June 30th which is 12 months prior to retirement, the teacher's TRS Creditable Salary for the last year of employment shall increase by 6 percent.

The district shall endeavor to spread the increase throughout the school year. However, the district retains the right to make necessary adjustments to periodic pay during the years of the retirement incentive to insure that the total received by the Teacher is consistent with this Section. For purposes of this Section, a Teacher's "TRS Creditable Salary" means the Teacher's base salary together with all other amounts from all sources which are creditable earnings under TRS rules.

Teachers who discontinue an extra-duty assignment during the retirement incentive years shall have their yearly increase for that year and any successive years reduced by the amount of pay for the extra duty assignment. Teachers shall not be allowed to begin any extra-duty assignments in any school years in which they receive amounts under this early retirement incentive unless the Board and Association agree.

In the event the Illinois Pension Code, regulations promulgated by TRS, or TRS interpretations are made, changed or modified during the effective period of this Agreement and such interpretations or modifications have the effect of requiring employer or member contributions under this ERI, this incentive shall be null and void and the parties shall engage in mid-term bargaining to amend this ERI in such a way that no employer or member costs shall be incurred.

Post-Retirement Bonus Option

Teachers not electing the retirement incentive above and who have accumulated at least ten (10) or more years of full-time years of teaching service in the District at their retirement date are eligible for this optional retirement bonus. If the teacher is eligible for a retirement annuity from TRS at their designated retirement date and submits an irrevocable written notice of retirement by January 15th, of the retirement year, for a retirement to occur at the end of the school year, the teacher will receive a post-retirement benefit bonus based on the following chart. If the irrevocable written notice of retirement is received after January 15th of the retirement year but before the retirement date, the employee shall receive 50% of the retirement benefit bonus based on the following chart. Said bonus shall be paid in a single check, on the first scheduled District Payroll Date after September 1, of his/her retirement year. (This benefit will not be considered TRS Creditable Earnings and therefore is not subject to required TRS penalty contributions by the Employer.) This bonus is available if there is no additional cost to the District resulting from any penalty or additional contribution under TRS to be paid by the Board.

10-20 years	\$6,000
21-25 years	\$7,000
26+ years	\$9,000

C. ONBOARDING SALARY SCHEDULES (These amounts are only accurate for the life of this contract)

FY24	BA-0	BA-0 w/TRS	BA-8	BA-8 w/TRS	BA-16	BA-16 w/TRS	MA-0	MA-0 w/TRS	MA-8	MA-8 w/TRS	MA-16	MA-16 w/TRS	MA-24	MA-24 w/TRS	MA-32	MA-32 w/TRS
1	\$40,376	\$44,369	\$41,198	\$45,272	\$42,018	\$46,174	\$42,839	\$47,075	\$43,659	\$47,977	\$44,480	\$48,879	\$45,300	\$49,781	\$46,121	\$50,682
2	\$40,764	\$44,796	\$41,594	\$45,707	\$42,422	\$46,618	\$43,251	\$47,528	\$44,079	\$48,438	\$44,907	\$49,349	\$45,736	\$50,259	\$46,564	\$51,170
3	\$41,367	\$45,458	\$42,208	\$46,382	\$43,049	\$47,306	\$43,889	\$48,230	\$44,730	\$49,154	\$45,571	\$50,078	\$46,412	\$51,002	\$47,253	\$51,926
4	\$42,079	\$46,240	\$42,933	\$47,180	\$43,789	\$48,120	\$44,644	\$49,059	\$45,500	\$50,000	\$46,354	\$50,939	\$47,210	\$51,879	\$48,066	\$52,820
5	\$42,853	\$47,091	\$43,724	\$48,048	\$44,595	\$49,005	\$45,466	\$49,963	\$46,337	\$50,919	\$47,208	\$51,877	\$48,080	\$52,835	\$48,950	\$53,791
6	\$43,666	\$47,985	\$44,537	\$48,941	\$45,408	\$49,899	\$46,279	\$50,856	\$47,150	\$51,813	\$48,021	\$52,770	\$48,892	\$53,728	\$49,763	\$54,684
7	\$44,130	\$48,495	\$45,002	\$49,453	\$45,872	\$50,409	\$46,744	\$51,367	\$47,614	\$52,323	\$48,486	\$53,281	\$49,356	\$54,238	\$50,228	\$55,195
8	\$44,885	\$49,325	\$45,756	\$50,281	\$46,627	\$51,239	\$47,498	\$52,195	\$48,369	\$53,153	\$49,241	\$54,111	\$50,111	\$55,067	\$50,983	\$56,025
9	\$46,047	\$50,601	\$46,917	\$51,557	\$47,789	\$52,515	\$48,660	\$53,473	\$49,531	\$54,429	\$50,402	\$55,387	\$51,273	\$56,343	\$52,144	\$57,301
10	\$46,627	\$51,239	\$47,498	\$52,195	\$48,369	\$53,153	\$49,241	\$54,111	\$55,067	\$55,067	\$50,983	\$56,025	\$51,853	\$56,981	\$52,725	\$57,939
11	\$47,217	\$51,887	\$48,094	\$52,851	\$48,992	\$53,837	\$49,911	\$54,847	\$50,849	\$55,878	\$51,812	\$56,936	\$52,797	\$58,019	\$53,805	\$59,126
12	\$48,326	\$53,106	\$49,224	\$54,092	\$50,143	\$55,102	\$51,083	\$56,135	\$52,045	\$57,193	\$53,030	\$58,275	\$54,038	\$59,383	\$55,069	\$60,516
13	\$49,224	\$54,092	\$50,143	\$55,102	\$51,083	\$56,135	\$52,045	\$57,193	\$53,030	\$58,275	\$54,038	\$59,383	\$55,069	\$60,516	\$56,125	\$61,675
14	\$50,143	\$55,102	\$51,083	\$56,135	\$52,045	\$57,193	\$53,030	\$58,275	\$54,038	\$59,383	\$55,069	\$60,516	\$56,125	\$61,675	\$57,206	\$62,864
15	\$51,083	\$56,135	\$52,045	\$57,193	\$53,030	\$58,275	\$54,038	\$59,383	\$55,069	\$60,516	\$56,125	\$61,675	\$57,206	\$62,864	\$58,312	\$64,079
16	\$52,161	\$57,320	\$53,146	\$58,402	\$54,154	\$59,510	\$55,185	\$60,643	\$56,241	\$61,803	\$57,322	\$62,991	\$58,427	\$64,206	\$59,560	\$65,451
17	\$53,378	\$58,657	\$54,386	\$59,765	\$55,417	\$60,898	\$56,473	\$62,058	\$57,555	\$63,247	\$58,560	\$64,462	\$59,792	\$65,706	\$60,950	\$66,978
18	\$54,386	\$59,765	\$55,417	\$60,898	\$56,473	\$62,058	\$57,555	\$63,247	\$58,560	\$64,462	\$59,792	\$65,706	\$60,950	\$66,978	\$62,136	\$68,281
19	\$55,417	\$60,898	\$56,473	\$62,058	\$57,555	\$63,247	\$58,560	\$64,462	\$59,792	\$65,706	\$60,950	\$66,978	\$62,136	\$68,281	\$63,350	\$69,615
20	\$56,473	\$62,058	\$57,555	\$63,247	\$58,560	\$64,462	\$59,792	\$65,706	\$60,950	\$66,978	\$62,136	\$68,281	\$63,350	\$69,615	\$64,592	\$70,980
21	\$57,555	\$63,247	\$58,560	\$64,462	\$59,792	\$65,706	\$60,950	\$66,978	\$62,136	\$68,281	\$63,350	\$69,615	\$64,592	\$70,980	\$65,862	\$72,376
22	\$58,660	\$64,462	\$59,792	\$65,706	\$60,950	\$66,978	\$62,136	\$68,281	\$63,350	\$69,615	\$64,592	\$70,980	\$65,862	\$72,376	\$67,163	\$73,806
23	\$59,792	\$65,706	\$60,950	\$66,978	\$62,136	\$68,281	\$63,350	\$69,615	\$64,592	\$70,980	\$65,862	\$72,376	\$67,163	\$73,806	\$68,495	\$75,269
24	\$60,950	\$66,978	\$62,136	\$68,281	\$63,350	\$69,615	\$64,592	\$70,980	\$65,862	\$72,376	\$67,163	\$73,806	\$68,495	\$75,269	\$69,859	\$76,768
25	\$62,136	\$68,281	\$63,350	\$69,615	\$64,592	\$70,980	\$65,862	\$72,376	\$67,163	\$73,806	\$68,495	\$75,269	\$71,253	\$76,768	\$71,253	\$78,300
26	\$63,350	\$69,615	\$64,592	\$70,980	\$65,862	\$72,376	\$67,163	\$73,806	\$68,495	\$75,269	\$71,253	\$76,768	\$71,253	\$78,300	\$72,681	\$79,869
27	\$64,708	\$71,108	\$65,979	\$72,504	\$67,279	\$73,933	\$68,611	\$75,397	\$69,975	\$76,896	\$71,370	\$78,428	\$72,797	\$79,996	\$74,258	\$81,602
28	\$66,211	\$72,759	\$67,512	\$74,189	\$68,843	\$75,652	\$70,207	\$77,151	\$71,602	\$78,683	\$73,029	\$80,251	\$74,490	\$81,857	\$75,985	\$83,500
29	\$67,512	\$74,189	\$68,843	\$75,652	\$70,207	\$77,151	\$71,602	\$78,683	\$73,029	\$80,251	\$74,490	\$81,857	\$75,985	\$83,500	\$77,516	\$85,183
30	\$68,843	\$75,652	\$70,207	\$77,151	\$71,602	\$78,683	\$73,029	\$80,251	\$74,490	\$81,857	\$75,985	\$83,500	\$77,516	\$85,183	\$79,083	\$86,904
31	\$70,207	\$77,151	\$71,602	\$78,683	\$73,029	\$80,251	\$74,490	\$81,857	\$75,985	\$83,500	\$77,516	\$85,183	\$79,083	\$86,904	\$80,685	\$88,665
32	\$71,602	\$78,683	\$73,029	\$80,251	\$74,490	\$81,857	\$75,985	\$83,500	\$77,516	\$85,183	\$79,083	\$86,904	\$80,685	\$88,665	\$82,326	\$90,468

FY25	BA-0	BA-8	BA-16	BA-16 w/TRS	MA-0	MA-8	MA-8 w/TRS	MA-16	MA-16 w/TRS	MA-24	MA-24 w/TRS	MA-32	MA-32 w/TRS
1	\$41,991	\$42,845	\$43,699	\$48,021	\$44,552	\$45,406	\$49,896	\$46,259	\$50,834	\$47,112	\$51,772	\$47,966	\$52,710
2	\$42,395	\$43,257	\$44,119	\$48,482	\$44,981	\$45,842	\$50,376	\$46,704	\$51,323	\$47,565	\$52,270	\$48,427	\$53,216
3	\$42,802	\$43,673	\$44,543	\$48,949	\$45,413	\$46,283	\$50,860	\$47,153	\$51,816	\$48,023	\$52,772	\$48,893	\$53,728
4	\$43,435	\$44,318	\$45,201	\$49,672	\$46,083	\$46,967	\$51,611	\$47,850	\$52,582	\$48,733	\$53,552	\$49,616	\$54,523
5	\$44,183	\$45,080	\$45,979	\$50,526	\$46,876	\$47,775	\$52,500	\$48,672	\$53,486	\$49,571	\$54,473	\$50,469	\$55,461
6	\$44,995	\$45,910	\$46,824	\$51,455	\$47,739	\$48,653	\$53,465	\$49,568	\$54,471	\$50,483	\$55,476	\$51,397	\$56,481
7	\$45,850	\$46,764	\$47,679	\$52,394	\$48,593	\$49,508	\$54,404	\$50,422	\$55,408	\$51,337	\$56,414	\$52,251	\$57,418
8	\$46,337	\$47,252	\$48,166	\$52,930	\$49,081	\$49,995	\$54,940	\$50,910	\$55,945	\$51,824	\$56,950	\$52,739	\$57,955
9	\$47,130	\$48,044	\$48,959	\$53,801	\$49,873	\$50,788	\$55,811	\$51,703	\$56,816	\$52,617	\$57,821	\$53,532	\$58,826
10	\$48,349	\$49,263	\$50,178	\$55,141	\$51,093	\$52,007	\$57,151	\$52,922	\$58,156	\$53,836	\$59,161	\$54,751	\$60,166
11	\$48,959	\$49,873	\$50,788	\$55,811	\$51,703	\$52,617	\$57,821	\$53,532	\$58,826	\$54,446	\$59,831	\$55,361	\$60,836
12	\$49,578	\$50,499	\$51,442	\$56,529	\$52,406	\$53,392	\$58,672	\$54,403	\$59,783	\$55,437	\$60,920	\$56,495	\$62,083
13	\$50,743	\$51,685	\$52,650	\$57,857	\$53,637	\$54,648	\$60,052	\$55,682	\$61,189	\$56,740	\$62,352	\$57,823	\$63,541
14	\$51,685	\$52,650	\$53,637	\$58,941	\$54,648	\$55,682	\$61,189	\$56,740	\$62,352	\$57,823	\$63,541	\$58,931	\$64,759
15	\$52,650	\$53,637	\$54,648	\$60,052	\$55,682	\$56,740	\$62,352	\$57,823	\$63,541	\$58,931	\$64,759	\$60,066	\$66,007
16	\$53,637	\$54,648	\$55,682	\$61,189	\$56,740	\$57,823	\$63,541	\$58,931	\$64,759	\$60,066	\$66,007	\$61,227	\$67,283
17	\$54,769	\$55,803	\$56,861	\$62,485	\$57,944	\$59,053	\$64,894	\$60,188	\$66,140	\$61,349	\$67,416	\$62,538	\$68,723
18	\$56,047	\$57,105	\$58,188	\$63,943	\$59,297	\$60,432	\$66,409	\$61,593	\$67,685	\$62,782	\$68,991	\$63,998	\$70,327
19	\$57,105	\$58,188	\$59,297	\$65,161	\$60,432	\$61,593	\$67,685	\$62,782	\$68,991	\$63,998	\$70,327	\$65,243	\$71,695
20	\$58,188	\$59,297	\$60,432	\$66,409	\$61,593	\$62,782	\$68,991	\$63,998	\$70,327	\$65,243	\$71,695	\$66,517	\$73,096
21	\$59,297	\$60,432	\$61,593	\$67,685	\$62,782	\$63,998	\$70,327	\$65,243	\$71,695	\$66,517	\$73,096	\$67,821	\$74,529
22	\$60,432	\$61,593	\$62,782	\$68,991	\$63,998	\$65,243	\$71,695	\$66,517	\$73,096	\$67,821	\$74,529	\$69,155	\$75,995
23	\$61,593	\$62,782	\$63,998	\$70,327	\$65,243	\$66,517	\$73,096	\$67,821	\$74,529	\$69,155	\$75,995	\$70,521	\$77,496
24	\$62,782	\$63,998	\$65,243	\$71,695	\$66,517	\$67,821	\$74,529	\$69,155	\$75,995	\$70,521	\$77,496	\$71,919	\$79,032
25	\$63,998	\$65,243	\$66,517	\$73,096	\$67,821	\$69,155	\$75,995	\$70,521	\$77,496	\$71,919	\$79,032	\$73,352	\$80,606
26	\$65,243	\$66,517	\$67,821	\$74,529	\$69,155	\$70,521	\$77,496	\$71,919	\$79,032	\$73,352	\$80,606	\$74,816	\$82,215
27	\$66,517	\$67,821	\$69,155	\$75,995	\$70,521	\$71,919	\$77,496	\$71,919	\$79,032	\$73,352	\$80,606	\$76,315	\$83,863
28	\$67,821	\$69,155	\$70,521	\$77,496	\$71,919	\$73,474	\$80,740	\$74,938	\$82,349	\$76,436	\$83,996	\$77,971	\$85,682
29	\$69,155	\$70,521	\$72,85	\$79,434	\$73,718	\$75,182	\$82,617	\$76,680	\$84,264	\$78,215	\$85,950	\$79,785	\$87,675
30	\$70,887	\$72,85	\$73,718	\$81,008	\$75,182	\$76,680	\$84,264	\$78,215	\$85,950	\$79,785	\$87,675	\$81,392	\$89,442
31	\$72,285	\$73,718	\$75,182	\$82,617	\$76,680	\$78,215	\$85,950	\$79,785	\$87,675	\$81,392	\$89,442	\$83,037	\$91,249
32	\$73,718	\$75,182	\$76,680	\$84,264	\$78,215	\$79,785	\$87,675	\$81,392	\$89,442	\$83,037	\$91,249	\$84,719	\$93,098

FY26	BA-0	BA-8	BA-8 w/TRS	BA-16	BA-16 w/TRS	MA-0	MA-0 w/TRS	MA-8	MA-8 w/TRS	MA-16	MA-16 w/TRS	MA-24	MA-24 w/TRS	MA-32	MA-32 w/TRS
1	\$43,671	\$44,559	\$48,966	\$45,447	\$49,941	\$46,334	\$50,917	\$47,222	\$51,892	\$48,109	\$52,867	\$48,997	\$53,843	\$49,884	\$54,818
2	\$44,091	\$44,988	\$49,437	\$45,884	\$50,422	\$46,780	\$51,406	\$47,676	\$52,391	\$48,572	\$53,376	\$49,468	\$54,360	\$50,364	\$55,345
3	\$44,514	\$45,420	\$49,912	\$46,325	\$50,906	\$47,230	\$51,901	\$48,134	\$52,895	\$49,039	\$53,889	\$49,944	\$54,883	\$50,848	\$55,877
4	\$44,942	\$45,857	\$50,392	\$46,770	\$51,396	\$47,684	\$52,400	\$48,597	\$53,403	\$49,510	\$54,407	\$50,424	\$55,411	\$51,337	\$56,414
5	\$45,607	\$46,534	\$51,136	\$47,461	\$52,155	\$48,388	\$53,173	\$49,315	\$54,192	\$50,242	\$55,211	\$51,169	\$56,230	\$52,097	\$57,249
6	\$46,392	\$47,334	\$52,015	\$48,278	\$53,052	\$49,220	\$54,088	\$50,163	\$55,125	\$51,106	\$56,160	\$52,049	\$57,197	\$52,993	\$58,234
7	\$47,245	\$48,206	\$52,973	\$49,165	\$54,028	\$50,126	\$55,084	\$51,086	\$56,138	\$52,047	\$57,194	\$53,008	\$58,250	\$53,967	\$59,305
8	\$48,142	\$49,102	\$53,958	\$50,063	\$55,014	\$51,022	\$56,068	\$51,983	\$57,124	\$52,943	\$58,179	\$53,904	\$59,235	\$54,863	\$60,289
9	\$48,654	\$49,615	\$54,522	\$50,574	\$55,576	\$51,535	\$56,632	\$52,495	\$57,687	\$53,456	\$58,742	\$54,415	\$59,797	\$55,376	\$60,853
10	\$49,486	\$50,446	\$55,435	\$51,407	\$56,491	\$52,366	\$57,545	\$53,327	\$58,601	\$54,288	\$59,657	\$55,248	\$60,712	\$56,208	\$61,768
11	\$50,766	\$51,726	\$56,842	\$52,687	\$57,898	\$53,648	\$58,954	\$54,607	\$60,008	\$55,568	\$61,064	\$56,528	\$62,119	\$57,489	\$63,174
12	\$51,407	\$52,366	\$57,545	\$53,327	\$58,601	\$54,288	\$59,657	\$55,248	\$60,712	\$56,208	\$61,768	\$57,168	\$62,822	\$58,129	\$63,878
13	\$52,057	\$53,024	\$58,268	\$54,014	\$59,356	\$55,027	\$60,469	\$56,061	\$61,606	\$57,123	\$62,772	\$58,209	\$63,966	\$59,320	\$65,187
14	\$53,280	\$54,269	\$59,637	\$55,282	\$60,750	\$56,318	\$61,888	\$57,380	\$63,055	\$58,466	\$64,248	\$59,577	\$65,469	\$60,714	\$66,719
15	\$54,269	\$55,282	\$60,750	\$56,318	\$61,888	\$57,380	\$63,055	\$58,466	\$64,248	\$59,577	\$65,469	\$60,714	\$66,719	\$61,877	\$67,997
16	\$55,282	\$56,318	\$61,888	\$57,380	\$63,055	\$58,466	\$64,248	\$59,577	\$65,469	\$60,714	\$66,719	\$61,877	\$67,997	\$63,070	\$69,307
17	\$56,318	\$57,380	\$63,055	\$58,466	\$64,248	\$59,577	\$65,469	\$60,714	\$66,719	\$61,877	\$67,997	\$63,070	\$69,307	\$64,289	\$70,647
18	\$57,507	\$58,593	\$64,388	\$59,705	\$65,609	\$60,841	\$66,859	\$62,006	\$68,138	\$63,197	\$69,447	\$64,416	\$70,787	\$65,665	\$72,159
19	\$58,849	\$59,960	\$65,890	\$61,097	\$67,140	\$62,262	\$68,419	\$63,454	\$69,730	\$64,673	\$71,069	\$65,921	\$72,441	\$67,198	\$73,844
20	\$59,960	\$61,097	\$67,140	\$62,262	\$68,419	\$63,454	\$69,730	\$64,673	\$71,069	\$65,921	\$72,441	\$67,198	\$73,844	\$68,505	\$75,280
21	\$61,097	\$62,262	\$68,419	\$63,454	\$69,730	\$64,673	\$71,069	\$65,921	\$72,441	\$67,198	\$73,844	\$68,505	\$75,280	\$69,843	\$76,750
22	\$62,262	\$63,454	\$69,730	\$64,673	\$71,069	\$65,921	\$72,441	\$67,198	\$73,844	\$68,505	\$75,280	\$69,843	\$76,750	\$71,212	\$78,255
23	\$63,454	\$64,673	\$71,069	\$65,921	\$72,441	\$67,198	\$73,844	\$68,505	\$75,280	\$69,843	\$76,750	\$71,212	\$78,255	\$72,613	\$79,795
24	\$64,673	\$65,921	\$72,441	\$67,198	\$73,844	\$68,505	\$75,280	\$69,843	\$76,750	\$71,212	\$78,255	\$72,613	\$79,795	\$74,047	\$81,371
25	\$65,921	\$67,198	\$73,844	\$68,505	\$75,280	\$69,843	\$76,750	\$71,212	\$78,255	\$72,613	\$79,795	\$74,047	\$81,371	\$75,515	\$82,984
26	\$67,198	\$68,505	\$75,280	\$69,843	\$76,750	\$71,212	\$78,255	\$72,613	\$79,795	\$74,047	\$81,371	\$75,515	\$82,984	\$77,019	\$84,636
27	\$68,505	\$69,843	\$76,750	\$71,212	\$78,255	\$72,613	\$79,795	\$74,047	\$81,371	\$75,515	\$82,984	\$77,019	\$84,636	\$78,556	\$86,326
28	\$69,843	\$71,212	\$78,255	\$72,613	\$79,795	\$74,047	\$81,371	\$75,515	\$82,984	\$77,019	\$84,636	\$78,556	\$86,326	\$80,131	\$88,056
29	\$71,341	\$72,742	\$79,936	\$74,175	\$81,511	\$75,644	\$83,125	\$77,148	\$84,778	\$78,685	\$86,467	\$80,258	\$88,196	\$81,870	\$89,966
30	\$72,998	\$74,432	\$81,793	\$75,900	\$83,406	\$77,403	\$85,059	\$78,941	\$86,748	\$80,514	\$88,477	\$82,125	\$90,248	\$83,774	\$92,059
31	\$74,432	\$75,900	\$83,406	\$77,403	\$85,059	\$78,941	\$86,748	\$80,514	\$88,477	\$82,125	\$90,248	\$83,774	\$92,059	\$85,462	\$93,914
32	\$75,900	\$77,403	\$85,059	\$78,941	\$86,748	\$80,514	\$88,477	\$82,125	\$90,248	\$83,774	\$92,059	\$85,462	\$93,914	\$87,189	\$95,812

D. EXTRA DUTY

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

1. Method of Payment

All payments shall be included in a regular payroll distribution. All payments shall be made in a single lump sum payment at the conclusion of the activity or season. All payments for extra duty will be paid after the season has concluded if payroll receives the signed timesheet by the third of the month.

2. Benefit Payments

- a. The Board shall pay to the Teachers’ Retirement System (a combined contribution as of June 1, 2023) on extra duty pay.
- b. The Board agrees to pay the employee’s required contribution to the Teachers’ Retirement Insurance Program on extra duty pay up to the amount that is in effect on June 1, 2023 for the duration of the agreement.

3. Procedure for Additions to Extra Duty Pay Schedule

- a. The employee shall present a proposal to the building principal for a new club or activity.
- b. If it is agreed that the club or activity would benefit the students, the principal shall send a recommendation to the superintendent who in turn shall make a recommendation to the Board.
- c. Stipend for the approved activity shall be established based on the length of the season by the Superintendent and the Association subject to approval by the Board.

4. Procedure for Obtaining Chaperones and Additional Event Support Positions

- a. Certified Teachers shall be given first priority to work the event.
- b. If a vacancy still exists, all employees shall then have the opportunity to work the event.

5. Procedure for Filling Open Extra Duty Coaching and Sponsor Positions
 - a. District employees will be given first consideration for open positions.
 - b. If a vacancy still exists after consideration of internal candidates, non-district personnel may be selected.
6. Driver Pay for Coaches and Sponsors

Coaches and Sponsors who drive their team to a team interscholastic game or contest shall be paid \$23.50 per hour for actual drive time, rounded up to the nearest half-hour for the total trip.

7. Extra Duty Schedule

(Rates do not include Board paid TRS (a combined contribution as of June 1, 2023))

A. GENERAL	2023-25	2025-27	2027-28
1. Bus Duty (Past contractual day)	\$15.23	\$15.99	\$16.79
2. Meetings and currently paid committee work beyond the contractual workday (per hour)	\$21.00	\$22.05	\$23.15
3. Curriculum Rate (per hour)	\$33.60	\$35.28	\$37.04
4. (a) Detention after school (30 minute detentions)	\$15.23	\$15.99	\$16.79
(b) Detention after school (60 minute detentions)	\$30.45	\$31.97	\$33.57
(c) Detention-Saturday	\$75.08	\$78.83	\$82.77
5. Grant Writing - For Successful competitive grants, 5% to max of	\$611.10	\$641.66	\$673.74
6. In-House Substitute	\$25.00	\$25.00	\$25.00
7. August Room prep (Up to 10 hours) (per hour)	\$12.00	\$12.00	\$12.00
8. Overnight trips (Involving BESD Students) - per night	\$76.13	\$79.93	\$83.93
9. Literacy Committee designated by administration (up to 6 hours)	\$33.60	\$35.28	\$37.04
B. SCHOLASTIC PROGRAMS			
1. Fine Arts Event (Per event 4-8)	\$113.93	\$119.62	\$125.60
2. Jazz Band (1)	\$766.83	\$805.17	\$845.43
3. Music Personnel (for extra events and competitions) (3 directors)	\$1,037.35	\$1,089.21	\$1,143.68
4. Outdoor Ed, (Camp Tecumseh) (2)	\$720.71	\$756.74	\$794.58
5. Science Club Sponsor	\$500.88	\$525.93	\$552.22
6. Speech Coach (1)	\$784.41	\$823.63	\$864.82
7. (a) Spelling Bee Coordinator (1) (3rd & 4th-1, 5th & 6th-1, 7th & 8th-1)	\$365.98	\$384.28	\$403.49
(b) Spelling Bee Pronouncer (1 per session)	\$63.50	\$66.68	\$70.01

(c) Spelling Bee Judge (1 per session)	\$33.48	\$35.16	\$36.92
8. (a) Student Council Sponsor (BUGC) (2)	\$1,037.98	\$1,089.88	\$1,144.37
(b) Student Council Sponsor (Liberty) (2)	\$864.98	\$908.23	\$953.64
9. (a) Yearbook Sponsor BUGC (1)	\$2,449.42	\$2,571.89	\$2,700.48
(b) Yearbook Sponsor Liberty, Shepard, Shabbona, LeVassuer (1 each)	\$523.36	\$549.53	\$577.01
10. (a) Best Buddies BUGC (2)	\$447.16	\$469.52	\$493.00
(b) Best Buddies Liberty (1)	\$447.16	\$469.52	\$493.00
11. Extended Scholastic Competitions (max 3)	\$156.47	\$164.29	\$172.51
12. Robotics (1 team 3rd/4th, 1 team 5th/6th, 1 team 7th/8th) (2 coaches per team)	\$784.41	\$823.63	\$864.82
13. Strategic Game Club (1 per building, grades 1-4)	\$249.82	\$262.31	\$275.42
14. Destination Imagination (1 per building, grades 1-4)	\$784.41	\$823.63	\$864.82
15. Team Steam (grades 3-8) 1 per grade / team	\$312.27	\$327.88	\$344.28
16. Math Team (grades 6-8) 1 per grade / team	\$784.41	\$823.63	\$864.82
17. Math Team per competition (grades 3-5)	\$73.07	\$76.72	\$80.56
18. Other enrichment approved by Supt. (per hour)	\$21.00	\$22.05	\$23.15
19. (a) Scholastic Bowl Sponsor (2)	\$784.41	\$823.63	\$864.82
(c) Scholastic Bowl Moderator (per session)	\$51.45	\$54.02	\$56.72
(d) Scholastic Bowl Scorer (per session)	\$27.30	\$28.67	\$30.10
(e) Scholastic Bowl Timer (per session)	\$27.30	\$28.67	\$30.10
20. Roar Report (1)	\$430.05	\$451.55	\$474.13
21. Gold Rush (1) (includes 3 supervisions)	\$286.70	\$301.04	\$316.09
22. Theatre (1)	\$860.10	\$903.11	\$948.26
C. INTRAMURAL SPORTS			
1. Program Coordinator	\$2,043.68	\$2,145.86	\$2,253.15
2. Program Assistant	\$1,356.68	\$1,424.52	\$1,495.74

3. (a) Basketball BUGC Boys	\$439.95	\$461.95	\$485.04
(b) Basketball BUGC Girls	\$439.95	\$461.95	\$485.04
4. Golf (BUGC)	\$439.95	\$461.95	\$485.04
5. Sports Choice (BUGC and Liberty)	\$439.95	\$461.95	\$485.04
6. Volleyball and Badminton BUGC Girls	\$439.95	\$461.95	\$485.04
7. Basketball Liberty coed (2) (each)	\$825.83	\$867.12	\$910.47
8. Volleyball Liberty coed (2) (each)	\$825.83	\$867.12	\$910.47
D. INTERSCHOLASTIC SPORTS			
1. (a) Baseball Varsity (2)	\$2,293.29	\$2,407.96	\$2,528.36
(b) Baseball JV (2)	\$2,006.62	\$2,106.95	\$2,212.30
2. (a) Basketball 8th Boys (1)	\$4,586.58	\$4,815.91	\$5,056.70
(b) Basketball 7th Boys (1)	\$4,299.92	\$4,514.91	\$4,740.66
(c) Basketball 6th Boys (2)	\$2,866.62	\$3,009.95	\$3,160.44
(d) Basketball 8th Girls (1)	\$4,013.26	\$4,213.92	\$4,424.62
(e) Basketball 7th Girls (1)	\$3,726.60	\$3,912.93	\$4,108.57
(f) Basketball 6th Girls (1)	\$1,719.97	\$1,805.97	\$1,896.27
3. (a) Cheerleading Varsity (1)	\$4,013.26	\$4,213.92	\$4,424.62
(b) Cheerleading JV (1)	\$3,726.60	\$3,912.93	\$4,108.57
4. Cross Country (2)	\$2,866.62	\$3,009.95	\$3,160.45
5. (a) Softball Varsity (2)	\$2,293.29	\$2,407.96	\$2,528.36
(b) Softball JV (2)	\$2,006.62	\$2,106.95	\$2,212.30
6. (a) Track 7th and 8th (4)	\$3,153.27	\$3,310.93	\$3,476.48
(b) Track 6th (2)	\$2,579.95	\$2,708.95	\$2,844.39
7. (a) Volleyball 8th (1)	\$4,299.92	\$4,514.91	\$4,740.66
(b) Volleyball 7th (1)	\$4,013.26	\$4,213.92	\$4,424.62

(c) Volleyball 6th (2)	\$3,153.27	\$3,310.93	\$3,476.48
8. Soccer (2)	\$2,866.62	\$3,009.95	\$3,160.44
9. Extended Sports Contest (beyond regional, max 2)	\$286.66	\$300.99	\$316.04
10. (a) Crowd Control (per session)	\$33.60	\$35.28	\$37.04
(b) Fan Bus Supervisor (per session)	\$58.80	\$61.74	\$64.83
(c) Official Scorekeeper (per session)	\$46.20	\$48.51	\$50.94
(d) Official Starter (Track) (per session)	\$33.60	\$35.28	\$37.04
(e) Ticket Seller (per session)	\$33.60	\$35.28	\$37.04
(f) Timekeeper (per session)	\$46.20	\$48.51	\$50.94
(g) Administrative supervisor for athletic events (administrator endorsement)	\$56.70	\$59.54	\$62.51
(H) Libero Tracker (per session)	\$46.20	\$48.51	\$50.94
E. MENTOR PAY			
1. Certified mentor per year	\$787.50	\$826.88	\$868.22
2. Certified mentor per year (2)	\$1,312.50	\$1,378.13	\$1,447.03
3. Certified mentor per year (3)	\$1,575.00	\$1,653.75	\$1,736.44
4. Mentor for new hire with 2 or more years of prior teaching	\$393.75	\$413.44	\$434.11

E. GRANT WRITING

Grant writing is the process of completing a competitive application process for a financial grant provided by an institution or other entity. Within Bourbonnais School District 53, there are opportunities to write grants to support and enhance the education of children. In order to be considered for compensation from the District, the grant must:

1. Align with the District's initiatives and needs.
2. Must be approved by the Superintendent and Chief School Business Official.
3. Must be approved by the Board of Education.
4. Must not incur additional cost to the District for implementation or use.

Crowdfunding sites such as "Go Fund Me" are not considered grant writing and are not included within this category.

F. MENTOR PAY

Any employee acting as a certified mentor of a first or second year employee will receive \$750.00 per school year. Certified mentors working with 2 protégés will be paid \$1,250 per school year. Certified mentors working with 3 or more proteges will be paid \$1,500 per school year. Certified mentors may decline more than one protégé. Any employee assigned to mentor a teacher with two or more years of experience that is a new hire to the district will be paid \$375 per school year.

ARTICLE IV - TEACHER EVALUATION

A. JOINT EVALUATION COMMITTEE

The primary responsibility for the evaluation of the work of any employee shall rest with his/her immediate supervisor. The administration and association will maintain an ongoing Joint Evaluation Committee. This committee will function in an advisory capacity to set guidelines, timelines, and scoring rubrics that allow the evaluation process to be fair and consistent, meeting all requirements in school code while fostering professional growth.

B. EVALUATION TIMELINES

Minimum timelines include 15 school day cycles from pre-conference to post-conference, and notice to pre-conference, pre-conference, and observation must each occur at least 24 hours apart. All timelines will be in compliance with PERA. The employee shall be allowed to respond in writing. This response shall become part of said evaluation. The original will be maintained in the employee's personnel file with a copy provided to the employee.

C. EVALUATION REPORT FORM

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

D. REQUIRED COURSEWORK

A employee may be required to complete a particular academic course to strengthen his or her background for job responsibilities if the employee is in remediation based on a needs improvement or unsatisfactory final rating in the employee evaluation system or if the coursework is needed in order to maintain the necessary licensure for an available position.

ARTICLE V

A. STANDARDS FOR PROFESSIONAL ADVANCEMENT AND GROWTH

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

1. Bachelor's Degree plus 8/16 semester hours:
 - a. All credits beyond the Bachelor's are subject to approval by the Board of Education and/or Superintendent.
 - b. Evidence of course completion must be submitted in the form of an official transcript to the Board of Education and/or Superintendent.
 - c. A teacher cannot advance to the MA column without a Master's Degree.
2. Master's Degree plus 8/16/24 semester hours or 2 advanced degrees:
 - a. Advanced professional work (graduate level courses only) beyond the Master's Degree may be applied toward these columns if directly related to the field of teaching and subject to the approval of the Board of Education and/or Superintendent.

PART III

(CUSTODIANS AND TEACHER ASSISTANTS ONLY)

ARTICLE I - WORKDAY, WORK WEEK, WORK YEAR, HOLIDAYS

A. WORK WEEK

1. For purposes of payroll, the workweek for all Employees shall be from Monday through Sunday.

2. Full-time Employees:

- a. The standard work week (Monday- Friday) for full-time Teaching Assistants shall be thirty-five (35) hours and 50 minutes a week and 460 consecutive minutes per day including two (2) fifteen (15) minute paid breaks. Custodians shall be forty (40) hours a week and eight (8) hours a day including two (2) fifteen (15) minute paid breads.
- b. The standard work week for full-time custodians during non-student/teacher attendance periods shall be forty (40) hours a week and eight (8) hours a day including two (2) fifteen (15) minute paid breaks. Custodians and Administrations shall establish a break schedule.

3. Part-time Employees:

- a. Part-time Employees are Employees who work less than the standard work week during student attendance days. The standard work week for part-time Employees shall be determined by their individual assignment. Any assignment of 4 hours or more includes one fifteen (15) minute paid break.
- b. All hours scheduled for Employees during any one (1) workday must be consecutive. Employees waiving their rights to consecutive hours may have a daily work shift assignment with non-consecutive hours. The Board shall provide the Association written details of any shift scheduled with non-consecutive hours, within five workdays of the decision to implement such a schedule.

B. WORK DAY

1. Teaching Assistants

- a. The standard workday for full-time Teaching Assistants shall be 460 consecutive minutes between the times of 7:15 am and 4:00 pm as determined by the building administrator.
- b. The standard workday for part-time Teaching Assistants shall be defined by the administration to fit the needs of the educational program. It is understood that the hours of the standard workday may be adjusted for an individual Employee in order to meet the needs of the student(s) and/or by agreement between the Administration, Association and Employee.

- c. All full-time Teaching Assistants shall be entitled to a thirty (30) minute duty free lunch break.
- d. All teacher institute days and early dismissal days shall be full working days and included in the 190 day calculation of Annual Salary.
- e. When required to attend a field trip as part of normal duties, employees shall not be asked or required to pay to attend the trip. While attending field trips, employees shall be compensated for the loss of their duty-free lunch. Employees shall be required to turn in a time sheet at the conclusion of the trip to be compensated.

2. Custodians

- a. The standard work day for full-time Custodians during student attendance days shall be as follows:
 - Day Shift – starting time shall be between 6:00am and 7:30am and be eight (8) hours plus one-half hour of duty-free lunch break.
 - Night Shift – starting time shall be between 2:00pm and 4:30pm and be eight (8) hours plus one-half hour duty-free dinner break.
 - The district may define a mid-period shift that bridges the day and night shift. Starting and ending times will be defined based upon building work needs.
- b. If a Custodian is called in early for snow removal or other emergency, the Custodian will still be allowed to work their normal shift in addition to any hours worked before the start of their shift.
- c. The standard work day for full-time Custodians during non-student/teacher attendance days shall align with the first shift schedule. The standard work day may be changed by agreement between the Administration and Association.
- d. Lunch breaks shall be scheduled to begin no more than five (5) hours after the beginning of the work day. Adjustments in time can be made with the agreement of the Custodian, but must be within compliance of current labor law.

C. WORK YEAR

1. The work year for all Custodians shall be from July 1 through June 30.
2. Part-time Custodians shall have the option of working full-time in the summer when the administration determines that there is work.
3. The annual salary for all Teaching Assistants shall be calculated on seven (7) hours and ten minutes per day for 190 days.
4. The standard work year for all Teaching Assistants shall be not less than 178 days, which shall include:
 - a. All student attendance days,
 - b. School Improvement days; and
 - c. All Teacher Institute Days.
 - d. The first two full parent conference days are non-work days for Teacher Assistants.

In addition, the standard work year may include two (2) hours for the fall school open house. If required to attend open house, employees shall submit a timesheet to be compensated at their hourly rate.

D. PAID HOLIDAYS

Paid holidays are those days set aside on the calendar when the Employees are not required to work but for which they receive work credit and are paid their regular rate of pay. Any holiday that falls on a Saturday shall be observed on the preceding Friday and any holiday that falls on a Sunday shall be observed on the following Monday. If students are in attendance on the Friday or Monday upon which the holiday would be observed, Employees will be in attendance and receive holiday pay in addition to standard work day pay.

For full-time Teacher Assistants, the holiday shall be considered a seven (7) hour and ten (10) minute day and for Custodians shall be considered an eight (8) hour day. For part-time Employees, the holiday shall be considered the same length as their standard workday.

The Paid holidays for Teacher Assistants are:

Labor Day	Martin Luther King Jr.'s Birthday
Columbus Day	President's Day
Veteran's Day	Casimir Pulaski Day
Thanksgiving Day	Good Friday
December 25	Easter Monday

New Year's Day
*Independence Day

Memorial Day
*Juneteenth

The Paid holidays for Custodians are:

Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Thanksgiving (Day After)
December 24
December 25

New Year's Eve Day
New Year's Day
Martin Luther King Jr.
Presidents' Day
Casimir Pulaski Day
Good Friday
Easter Monday
Memorial Day
Juneteenth

*Teacher Assistants who work the Extended School Year shall be compensated for the Juneteenth and July 4th holiday at their regular rate of pay if ESY extends beyond these holidays. This does not apply to any Teacher Assistant who does not work ESY.

If school is in session on Columbus Day, Veteran's Day, President's Day, or Pulaski Day, Teaching Assistants will still be paid for the holiday as well as for working the day in their annual salary and administration will choose a replacement holiday for Custodians with the consultation of the Association President.

E. EXTRA DUTY ACTIVITIES

Whenever the services of a Teaching Assistant are necessary for a student to participate in an off-site program/activity/field trip, which includes the District's provision of lunch to the participating students and teacher, the District will also provide lunch to the Teaching Assistant.

When vacancies occur in the extra duty schedule and are posted but not filled by a licensed teacher, other employees may voluntarily apply for extra duty outside the regular workday.

Except for stipend positions, duties will be paid on an hourly basis using the employees hourly rate of pay. All overtime laws apply for hourly extra-duty pay for non-exempt employees.

F. OVERTIME

All work over and above forty (40) hours per week shall be compensated at the rate of one and one-half (1.5) times the normal rate of pay. For purposes of calculating entitlement to overtime pay, paid holidays, paid sick leave, paid personal leave, and jury service occurring during the week shall count towards the forty (40) hour threshold.

Custodians working on weekends or holidays shall be entitled to a minimum of two (2) hours of work. Custodians scheduled to open and secure buildings for groups on weekends and holidays shall remain at the building and work for the greater of two (2) hours or the length of the building rental.

A Custodian shall never be required to work two contiguous eight (8) hour shifts in a day. A day is defined as the 24 hour period beginning at the start of the employees normal shift starting time.

Custodians who work Easter Sunday will be paid double time. Any Employee required to work a day selected as an observance day for a holiday that is on a non-work day shall receive regular pay for working the observance day.

The district shall be entitled to require the least senior Custodian in a building and/or work site to work overtime arising because of the schools needs when no other Custodian volunteers for the work. This is not on a rotating basis.

G. OVERTIME PROCEDURES

1. Overtime opportunities shall be offered to Employees on a rotating basis within each building based on seniority.
2. If no Employee within a building is available or desires overtime, the overtime opportunity shall be offered to other District Employees on a rotating basis based on seniority within the District.
3. The District shall maintain an "Overtime Chart" to record overtime opportunities within a building. The District shall maintain an "Overtime Chart" to record overtime opportunities unfilled at the building level and offered to other District Employees.
4. Overtime that is refused by an Employee will be noted on the Overtime Chart for the purpose of maintaining the rotation by seniority. The Administration is required to make a good faith effort to offer overtime to the first person entitled to it according to the Overtime Chart before moving to the next person.

ARTICLE II - WORKING CONDITIONS

A. SAFE WORKING CONDITIONS

1. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being.

Employees may be required to participate in training activities provided by the Board to learn to perform tasks that may be reasonably expected of employees with appropriate training to provide. Said required training shall be held during the employees work day and work year. Training held outside of this time frame shall not be required.

2. Employees will be paid for scheduled workdays when they are specifically directed not to work those days because of unsafe working conditions provided the days are not added to the school calendar.
3. The Board shall provide, at no cost to the employee, voluntary vaccination of the Hepatitis B vaccine for any employee at risk of occupational exposure. Occupational exposure is defined as reasonably anticipated skin, eye, mucus membrane or parenteral contact with blood or other infectious materials.
4. The Board recognizes Teaching Assistants may require additional equipment for their personal safety and well-being while performing tasks associated with lifting, transporting, and/or assisting with occupational and physical therapy goals of students in their care. Written requests may be made to the Director of Student Support Services for such equipment. A written response to the request will be provided to the Teaching Assistant within ten working days.

B. USE OF PERSONAL VEHICLE

Employees shall not be required to use their personal vehicles for school business, except that an Employee may be required to use the Employee's personal vehicle for his or her own transportation.

C. SUBSTITUTES

1. Whenever an Employee is absent, the Board shall make a reasonable effort to provide a substitute. Partial day subbing opportunities within the building shall first be offered to available part-time employees before a substitute is hired. This substitute work shall be compensated at the employee's hourly rate.
2. A Teaching Assistant may be required to act as a substitute within the same building if they hold the appropriate certification/license. Any Teaching Assistant acting as a substitute teacher shall be paid the greater of (1) substitute teacher's pay or (2) salary in accordance with the applicable hourly rate schedule set forth in this agreement. The Board shall make every reasonable effort to provide a substitute teaching assistant for the reassigned employee.

3. Procedures for Scheduling Part-Time Custodians to Substitute for Full-Time Custodians.

- a) A Seniority List of part-time custodians is maintained at the District Office.
- b) In July and January of each contract year, the District Office shall determine if any part-time Employees would be willing to volunteer to substitute for a full-time Employee. If a part-time Employee changes his/her decision concerning availability to substitute for a full-time Employee, he/she shall notify the District Office and return or remove himself/herself from the substitute list.
- c) Principal of the school where a substitute for full-time custodian is needed calls the District Office with details.
- d) The District Office shall maintain part-time custodians on a seniority list in rotation seeking to volunteer to substitute for full-time custodian(s) as needed.
- e) The District shall contact available part-time custodians in rotation. If a volunteer part-time custodian is found, substitution is scheduled.

D. EMERGENCY SCHOOL CLOSING

1. When the schools and school offices are officially closed by the Superintendent, no leave days previously arranged by an Employee will be deducted for such emergency days.
2. When school is officially closed by the Superintendent for whatever reason, after the start of the school day, Employees will be paid the full daily rate of pay. (Custodians are expected to remain on site)
3. Employees who are unable to report to work within 1 hour as scheduled because of inclement weather shall be charged with loss of pay or deduction of appropriate leave days because of failure to report.

E. VACANCIES AND TRANSFERS

1. Definition of Vacancies

A vacancy shall be defined as a position within the bargaining unit presently unfilled including newly created positions, as well as such positions currently filled but anticipated to be open in the future. Open positions created because of a leave

of absence shall not be considered a vacancy unless the leave of absence exceeds one year.

2. Definition of Transfer

Transfers shall be defined as a voluntary move from one position to another within the bargaining unit, including changes in buildings or shifts.

3. Posting of Vacancy

Vacancies occurring within the bargaining unit, including newly created positions, shall be posted electronically on the District's website along with an electronic copy of such posting sent to the Association President. Positions as above described shall be posted at least five (5) Employee work days prior to being filled except in emergency situations. Should a vacancy occur during the summer, it shall be posted for five (5) business days and immediate notification shall be sent to the President of the Association.

4. Interested Applicants

Interested applicants must apply online at the district's website within the five (5) day posting period. Access to the online application will be available at the central administration office.

5. Filling Vacancies

In filling vacancies, the Board shall give due consideration to seniority, but reserves the right to make the final selection based upon all appropriate considerations. An applicant for a Teacher Assistant position shall not be deemed better qualified than a non-certified Employee solely because the Employee is a certified teacher. Custodial vacancies shall be filled with the most senior custodian applicant from within the bargaining unit. Should no Employee apply, the vacancy shall then be filled by a qualified outside applicant. Custodians hired after the approval of this agreement shall need the approval of the receiving school principal in order to transfer buildings.

F. SENIORITY

1. Definition of Seniority

Seniority shall be defined as the length of service within the District. Accumulation of seniority shall begin from the Employee's first working day.

2. Ties in Seniority

In the event that more than one individual Employee has the same starting date of work, position on the seniority list shall be determined by drawing lots.

3. Maintaining Seniority

Seniority will be maintained under the following circumstances:

- i. The Employee remains a full-time employee of the district in a position included in the bargaining unit.
- ii. The Employee is laid off but is recalled to being a full-time employee in a position included in the bargaining unit within one calendar year from the beginning of the school term immediately following the Employee's layoff due to reduction in force unless the Employee earlier forfeits his/her seniority rights or refuses to accept a vacant position, the Employee shall remain on the recall list for a year.

4. Maintaining and Posting of Seniority Lists

- a. The Board shall prepare, maintain and post the seniority list. Revisions and updates shall be prepared and posted annually thereafter by October 1st.
- b. An electronic copy of the seniority list and subsequent revisions shall be furnished to the Association President. Any Employee disagreeing with their seniority placement shall respond, in writing, to the Superintendent and the Association President within thirty (30) working days after the effective date of the posting.

5. Loss of Seniority

- a. Resignation
- b. Dismissal for Cause
- c. Retirement
- d. Employment in a position excluded from the bargaining unit.

G. CONDITIONS SPECIFIC TO TEACHING ASSISTANTS

1. Employee Absences

Except in cases of emergency, Employees who will be absent shall attempt to request a substitute following district procedures before 6:30 a.m. to report that they will not be reporting for work and state the reason for the absence. It is desirable to call the night before, if it is possible.

2. Notification of Assignments

Fifteen (15) days prior to the beginning of the school term, Employees shall be notified in writing of their tentative assignments for the following term as to attendance center locations.

3. Medical Procedures

Employees shall receive proper training from a medical professional, which shall be deemed to include, but not be limited to, a school nurse, on the proper way to catheterize students, administering insulin and testing sugar levels for students with diabetes, and the use of feeding tubes, and wound dressing prior to the time the Employee is required to perform those functions. At the employee's request, the medical professional may be in attendance a minimum of three (3) times following the training when the Employee is utilizing the procedure.

4. Additional Coursework

A teacher assistant may be required to participate in district in-services, seminars, workshops, or other training to strengthen his/her background for job responsibilities if the Administrators judge such a deficiency in training exists. Board required training of a teacher assistant outside their contractual day will be paid at their hourly rate.

5. Preferential Hiring Rights

An Employee who is qualified for a vacant certified teaching position, completes the full application for the position, and notifies the building administrator of their interest shall receive an interview prior to filling the vacancy.

6. In-Service Training (in-service committee planning in-services)

a. Days Provided

The in-service committee, which shall consist of a majority of teacher assistants, shall plan all in-service days for Employees during the regular school term. The committee shall establish such supplementary procedural guidelines as necessary for its operation, including the method of selection of its chairperson.

b. Time Allotments

In-service programs shall be held during the Employee's regular work hours except when the Employees elect to meet otherwise.

c. Basis of Planning

Planning of in-service programs shall be based on the expressed needs of the Employer, Employee and the recommendations of the in-service committee.

d. Student Care

Prior to receiving a new student with unique needs, a teacher *assistant may* be provided the opportunity to observe said student when deemed appropriate by either the Director of Student Support Services or student's case manager. This observation shall take place under the direction of either the Director of Student Support Services or student's case manager.

e. Required Training

De-escalation and restraint training may be required. Board required training of a teacher assistant outside their contractual day will be paid at their hourly rate.

7. Lifting Students

Whenever a student weighs at least forty (40) pounds, or has minimal body control, and requires transfer to or from a wheelchair, stander, or toilet, Employee(s) assigned to the student shall be provided, upon request, the assistance of another adult to lift the student.

8. Biting, Scratching, Spitting, etc., Reports

Employees shall, within three (3) working days, provide the building principal, and the Director of Student Support Services, a written report, including any police reports, of all incidents involving students biting, scratching, spitting, hitting, kicking, or any other physical violence inflicted upon an Employee.

9. Rules and Regulations

All policies, regulations and rules of the Board shall be published on the District's website. Newly hired employees, on or before their first assigned work day, shall be provided with copies of pertinent District information in .pdf format. Said information shall include, but not be limited to:

- a. District calendar
- b. Supervisor's name and contact information
- c. A copy of the evaluation plan and supporting documents
- d. A time sheet and directions for its completion and submittal
- e. District/BEA Collective Bargaining Agreement
- f. Job description
- g. Procedure for calling in ill or requesting leave

H. CONDITIONS SPECIFIC TO CUSTODIANS

1. Vacations

a. Full-time Employees

- i. New Employees shall receive one day of vacation for every two full months worked until July 1 following the employee's first anniversary.
- ii. At the beginning of the second-fifth fiscal year (July 1-June 30) of employment the Employee will receive 10 vacation days.
- iii. At the beginning of the 6th-14th fiscal year of employment the Employee will receive 15 vacation days.
- iv. At the beginning of the 15th-24th fiscal year of employment the Employee will receive 20 vacation days.
- v. At the beginning of the 25th and all successive fiscal years of employment the Employee will receive 25 vacation days.
- vi. Vacations may be scheduled during Winter Break upon approval by the building principal or Superintendent.
- vii. Employees must apply for vacation two weeks prior to the planned vacation, unless there are extenuating circumstances. The Superintendent or designee must approve exceptions to this clause.

b. Part-time Employees

- i. Part-time Employees working at least 1200 hours in a year shall be eligible in the next year to a pro rata share (calculated based upon the number of hours actually worked in a year divided by 2080) of the number of vacation days to which a full-time Employee would be entitled. For purposes of calculating eligibility for paid vacation, work days, paid vacation, paid sick days, and paid personal days shall count toward the 1200-hour threshold. Vacation days earned by part-time Employees under this section shall be four- hour days. If the calculation of eligible vacation time results in other than an even 4-hour day, any partial days earned shall be carried forward to the subsequent year.

c. Unused Days

- i. A maximum of 10 unused vacation days may be carried over to the next fiscal year.
- ii. Employees terminating their employment shall be entitled to remuneration for the amount of vacation earned to the date of termination, provided they have been in the employ of the school system for one (1) year. Vacation remuneration shall be paid only when employment is terminated by the action of the School Board or by a two (2) weeks' notice in writing by the Employee.

I. UNIFORMS

Employees will be required to wear District supplied uniform shirts. The District and the Association will jointly develop the implementation plan for this program. Once a joint selection is made, the Board shall annually provide each Employee with 5 shirts. Employees will be required to wear supplied shirts. The Association President/designee and Superintendent/designee shall meet annually to jointly establish the specific shirt selection.

In addition to the above, employees that are required to work outside during the winter for a material part of their work day shall be entitled to reimbursement for a winter coat, not to exceed \$200, every five years of employment.

ARTICLE III - EVALUATION

A. EVALUATION PROCESS

1. Evaluation Cycle

Employees shall be formally evaluated not less than once during each of the first two (2) years of employment with the District. Thereafter, Employees shall be formally evaluated at least once every two (2) years, except that an Employee receiving an unsatisfactory rating on an evaluation may be evaluated again after a period of sixty (60) days.

2. Initial Summative Evaluation

The initial summative evaluation shall be preceded by a period of not less than thirty (30) working days after commencement of the Employee's work year, except that the observation may be held sooner if the District provides written notice to the Employee.

3. Formal Inspection

Each evaluation shall be conducted with not less than two (2) formal classroom observations of at least twenty (20) consecutive minutes in duration. Informal observations or inspections may be conducted at the discretion of the District.

4. Post Evaluation Conference

All evaluations shall be reduced to writing and a copy given to the Employee five (5) days prior to the post-evaluation conference. The Employee and the supervisor shall mutually agree to a date and time for a post evaluation conference in which to discuss the evaluation. This conference must take place within twenty (20) days after the last classroom observation.

If a supervisor believes an Employee is doing unsatisfactory work, the reason(s) therefore shall be stated in specific terms, as well as the specific way(s) in which the Employee is to improve.

Failure to note a specific deficiency in subsequent observation reports shall be interpreted to mean that the deficiency has not been observed or that adequate improvement has taken place.

5. Employee's Right to Respond

An Employee shall be allowed to respond to an evaluation in writing. The response shall become part of the evaluation.

6. Complaints

It is the duty of the Administration to investigate and to determine the validity of complaints brought to their attention. If the complaint has merit, the administrator needs to notify the Employee that a complaint is being investigated, meet to obtain the Employee's input and to then consult with and provide suggestions to the Employee to help solve the problem. No unsubstantiated or anonymous complaint shall be used in the evaluation process.

ARTICLE IV - REDUCTIONS IN FORCE

A. PROCEDURE FOR LAYOFF

1. No Employee shall be laid off pursuant to a reduction in force unless said Employee receives at least thirty (30) days' notice of the reduction in force. In the event of a reduction in force, the Board shall first lay off all part-time Employees and then the least senior Employee(s). Employees whose positions have been eliminated shall

have the right to assume a position for which they are qualified and held by a less senior Employee.

2. In no case shall a new Employee be employed by the Board while there are laid off Employees on the recall list who are qualified for a vacant or newly created position, unless the laid off employee refuses recall to the specific vacancy.

B. REDUCTION OF WORK HOURS

In the event of a reduction in the work hours from a full-time to a part-time position, the least senior full-time Employee shall be reduced to part-time.

C. LAI D OFF EMPLOYEES/SUBSTITUTION

1. Recall Rights and Procedures

Laid off Employees shall be recalled in order of seniority, with the most senior being recalled first, to any position for which they are qualified. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Board's records. The recall notice shall state the time and date on which the Employee is to report back to work.

2. Recall List

Unless the Employee earlier forfeits his/her seniority rights or refuses to accept a vacant position, the Employee shall remain on the recall list for one (1) calendar year from the beginning of the school term immediately following the Employee's layoff due to reduction in force.

3. Employee's Obligation to Respond to Recall

- a. It shall be the Employee's responsibility to keep the Board notified as to his/her current mailing address. A recalled Employee shall be given fifteen (15) calendar days from receipt of notice to report to work.
- b. The Board may fill the position on a temporary basis until the recalled Employee can report for work providing the Employee reports within the fifteen (15) calendar day period.
- c. Employees recalled to full-time work for which they are qualified, are obligated to take said work. An Employee who declines recall to full-time work for which he/she is qualified, shall forfeit his/her seniority rights. Employees on layoff shall accrue seniority.

ARTICLE V - SALARY AND BENEFITS

A. SALARY PROVISIONS

1. Teacher Assistants:
 - 2023-2024 Hourly Rate Increase: \$2.75
 - 2024-2025 Hourly Rate Increase: \$2.00
 - 2025-2026 Hourly Rate Increase: \$1.75
 - 2026-2027 Hourly Rate Increase: \$1.50
 - 2027-2028 Hourly Rate Increase: \$1.50

SEAL / DESTINY wage rate: Teaching Assistants working in the Seal / Destiny program shall be given an additional two dollars (\$2) per hour.

- Custodians:
- 2023-2024 Hourly Rate Increase: \$2.75
 - 2024-2025 Hourly Rate Increase: \$2.00
 - 2025-2026 Hourly Rate Increase: \$1.75
 - 2026-2027 Hourly Rate Increase: \$1.50
 - 2027-2028 Hourly Rate Increase: \$1.50

2. New Employees hired on or before January 1st shall receive movement on the salary schedule for the next school year if they have worked more than 50% of said school year.
3. If an Employee resigns and subsequently returns to employment within one (1) calendar year of the resignation, he/she shall be placed on the salary step he/she was on at time of resignation. The Employee will lose seniority.
4. New employees shall not be placed on a step greater than step 5 on the salary schedule without notification of the Association President.
5. Should the Board request an Employee take college coursework, the Employee shall receive a full (100%) tuition reimbursement upon completion of the coursework with a grade of "A" or "B".

B. TEACHER ASSISTANT SALARY SCHEDULE

TA 2023-2024						
\$2.75	Certified	Annual	Associates	Annual	Bachelor	Annual
1	\$16.20	\$22,048	\$16.45	\$22,388	\$16.70	\$22,729
2	\$16.45	\$22,388	\$16.70	\$22,729	\$16.95	\$23,069
3	\$16.70	\$22,729	\$16.95	\$23,069	\$17.20	\$23,409
4	\$17.45	\$23,749	\$17.70	\$24,090	\$17.95	\$24,430
5	\$17.80	\$24,226	\$18.05	\$24,566	\$18.30	\$24,906
6	\$18.15	\$24,702	\$18.40	\$25,042	\$18.65	\$25,383
7	\$18.38	\$25,015	\$18.63	\$25,355	\$18.88	\$25,696
8	\$18.58	\$25,287	\$18.86	\$25,668	\$19.11	\$26,009
9	\$18.84	\$25,641	\$19.09	\$25,981	\$19.34	\$26,322
10	\$19.41	\$26,417	\$19.65	\$26,744	\$19.91	\$27,098
11	\$19.93	\$27,125	\$20.18	\$27,465	\$20.43	\$27,805
12	\$20.49	\$27,887	\$20.74	\$28,227	\$20.99	\$28,567
13	\$20.83	\$28,350	\$21.08	\$28,690	\$21.33	\$29,030
14	\$21.18	\$28,826	\$21.43	\$29,166	\$21.68	\$29,506
15	\$21.53	\$29,302	\$21.78	\$29,643	\$22.03	\$29,983
16	\$21.78	\$29,643	\$22.03	\$29,983	\$22.28	\$30,323
17	\$22.22	\$30,241	\$22.47	\$30,582	\$22.72	\$30,922
18	\$22.57	\$30,718	\$22.82	\$31,058	\$23.07	\$31,398
19	\$22.92	\$31,194	\$23.17	\$31,534	\$23.42	\$31,875
20	\$23.26	\$31,657	\$23.51	\$31,997	\$23.76	\$32,337
21	\$23.61	\$32,133	\$23.86	\$32,473	\$24.11	\$32,814
22	\$23.96	\$32,610	\$24.21	\$32,950	\$24.46	\$33,290
23	\$24.31	\$33,086	\$24.56	\$33,426	\$24.81	\$33,766
24	\$24.65	\$33,549	\$24.90	\$33,889	\$25.15	\$34,229
25	\$25.00	\$34,025	\$25.25	\$34,365	\$25.50	\$34,706
26	\$25.35	\$34,501	\$25.60	\$34,842	\$25.85	\$35,182
27	\$25.70	\$34,978	\$25.95	\$35,318	\$26.20	\$35,658
28	\$26.05	\$35,454	\$26.30	\$35,794	\$26.55	\$36,135
29	\$26.40	\$35,930	\$26.65	\$36,271	\$26.90	\$36,611

TA 2024-2025

\$2.00	Certified	Annual	Associates	Annual	Bachelor	Annual
1	\$17.95	\$24,430	\$18.20	\$24,206	\$18.45	\$25,110
2	\$18.20	\$24,770	\$18.45	\$24,539	\$18.70	\$25,451
3	\$18.45	\$25,110	\$18.70	\$24,871	\$18.95	\$25,791
4	\$18.70	\$25,451	\$18.95	\$25,204	\$19.20	\$26,131
5	\$19.45	\$26,471	\$19.70	\$26,201	\$19.95	\$27,152
6	\$19.80	\$26,948	\$20.05	\$26,667	\$20.30	\$27,628
7	\$20.15	\$27,424	\$20.40	\$27,132	\$20.65	\$28,105
8	\$20.38	\$27,737	\$20.63	\$27,438	\$20.88	\$28,418
9	\$20.58	\$28,009	\$20.86	\$27,744	\$21.11	\$28,731
10	\$20.84	\$28,363	\$21.09	\$28,050	\$21.34	\$29,044
11	\$21.41	\$29,139	\$21.65	\$28,795	\$21.91	\$29,820
12	\$21.93	\$29,847	\$22.18	\$29,499	\$22.43	\$30,527
13	\$22.49	\$30,609	\$22.74	\$30,244	\$22.99	\$31,289
14	\$22.83	\$31,072	\$23.08	\$30,696	\$23.33	\$31,752
15	\$23.18	\$31,548	\$23.43	\$31,162	\$23.68	\$32,228
16	\$23.53	\$32,024	\$23.78	\$31,627	\$24.03	\$32,705
17	\$23.78	\$32,365	\$24.03	\$31,960	\$24.28	\$33,045
18	\$24.22	\$32,963	\$24.47	\$32,545	\$24.72	\$33,644
19	\$24.57	\$33,440	\$24.82	\$33,011	\$25.07	\$34,120
20	\$24.92	\$33,916	\$25.17	\$33,476	\$25.42	\$34,597
21	\$25.26	\$34,379	\$25.51	\$33,928	\$25.76	\$35,059
22	\$25.61	\$34,855	\$25.86	\$34,394	\$26.11	\$35,536
23	\$25.96	\$35,332	\$26.21	\$34,859	\$26.46	\$36,012
24	\$26.31	\$35,808	\$26.56	\$35,325	\$26.81	\$36,488
25	\$26.65	\$36,271	\$26.90	\$35,777	\$27.15	\$36,951
26	\$27.00	\$36,747	\$27.25	\$36,243	\$27.50	\$37,428
27	\$27.35	\$37,223	\$27.60	\$36,708	\$27.85	\$37,904
28	\$27.70	\$37,700	\$27.95	\$37,174	\$28.20	\$38,380
29	\$28.05	\$38,176	\$28.30	\$37,639	\$28.55	\$38,857
30	\$28.40	\$38,652	\$28.65	\$38,105	\$28.90	\$39,333

TA 2025-2026

\$1.75	Certified	Annual	Associates	Annual	Bachelor	Annual
1	\$19.45	\$26,471	\$19.70	\$26,812	\$19.95	\$27,152
2	\$19.70	\$26,812	\$19.95	\$27,152	\$20.20	\$27,492
3	\$19.95	\$27,152	\$20.20	\$27,492	\$20.45	\$27,832
4	\$20.20	\$27,492	\$20.45	\$27,832	\$20.70	\$28,173
5	\$20.45	\$27,832	\$20.70	\$28,173	\$20.95	\$28,513
6	\$21.20	\$28,853	\$21.45	\$29,193	\$21.70	\$29,534
7	\$21.55	\$29,330	\$21.80	\$29,670	\$22.05	\$30,010
8	\$21.90	\$29,806	\$22.15	\$30,146	\$22.40	\$30,486
9	\$22.13	\$30,119	\$22.38	\$30,459	\$22.63	\$30,799
10	\$22.33	\$30,391	\$22.61	\$30,772	\$22.86	\$31,112
11	\$22.59	\$30,745	\$22.84	\$31,085	\$23.09	\$31,425
12	\$23.16	\$31,521	\$23.40	\$31,847	\$23.66	\$32,201
13	\$23.68	\$32,228	\$23.93	\$32,569	\$24.18	\$32,909
14	\$24.24	\$32,991	\$24.49	\$33,331	\$24.74	\$33,671
15	\$24.58	\$33,453	\$24.83	\$33,794	\$25.08	\$34,134
16	\$24.93	\$33,930	\$25.18	\$34,270	\$25.43	\$34,610
17	\$25.28	\$34,406	\$25.53	\$34,746	\$25.78	\$35,087
18	\$25.53	\$34,746	\$25.78	\$35,087	\$26.03	\$35,427
19	\$25.97	\$35,345	\$26.22	\$35,685	\$26.47	\$36,026
20	\$26.32	\$35,822	\$26.57	\$36,162	\$26.82	\$36,502
21	\$26.67	\$36,298	\$26.92	\$36,638	\$27.17	\$36,978
22	\$27.01	\$36,761	\$27.26	\$37,101	\$27.51	\$37,441
23	\$27.36	\$37,237	\$27.61	\$37,577	\$27.86	\$37,917
24	\$27.71	\$37,713	\$27.96	\$38,054	\$28.21	\$38,394
25	\$28.06	\$38,190	\$28.31	\$38,530	\$28.56	\$38,870
26	\$28.40	\$38,652	\$28.65	\$38,993	\$28.90	\$39,333
27	\$28.75	\$39,129	\$29.00	\$39,469	\$29.25	\$39,809
28	\$29.10	\$39,605	\$29.35	\$39,945	\$29.60	\$40,286
29	\$29.45	\$40,081	\$29.70	\$40,422	\$29.95	\$40,762
30	\$29.80	\$40,558	\$30.05	\$40,898	\$30.30	\$41,238
31	\$30.15	\$41,034	\$30.40	\$41,374	\$30.65	\$41,715

TA 2026-2027

\$1.50	Certified	Annual	Associates	Annual	Bachelor	Annual
1	\$20.70	\$28,173	\$20.95	\$28,513	\$21.20	\$28,853
2	\$20.95	\$28,513	\$21.20	\$28,853	\$21.45	\$29,193
3	\$21.20	\$28,853	\$21.45	\$29,193	\$21.70	\$29,534
4	\$21.45	\$29,193	\$21.70	\$29,534	\$21.95	\$29,874
5	\$21.70	\$29,534	\$21.95	\$29,874	\$22.20	\$30,214
6	\$21.95	\$29,874	\$22.20	\$30,214	\$22.45	\$30,554
7	\$22.70	\$30,895	\$22.95	\$31,235	\$23.20	\$31,575
8	\$23.05	\$31,371	\$23.30	\$31,711	\$23.55	\$32,052
9	\$23.40	\$31,847	\$23.65	\$32,188	\$23.90	\$32,528
10	\$23.63	\$32,160	\$23.88	\$32,501	\$24.13	\$32,841
11	\$23.83	\$32,433	\$24.11	\$32,814	\$24.36	\$33,154
12	\$24.09	\$32,786	\$24.34	\$33,127	\$24.59	\$33,467
13	\$24.66	\$33,562	\$24.90	\$33,889	\$25.16	\$34,243
14	\$25.18	\$34,270	\$25.43	\$34,610	\$25.68	\$34,950
15	\$25.74	\$35,032	\$25.99	\$35,372	\$26.24	\$35,713
16	\$26.08	\$35,495	\$26.33	\$35,835	\$26.58	\$36,175
17	\$26.43	\$35,971	\$26.68	\$36,311	\$26.93	\$36,652
18	\$26.78	\$36,448	\$27.03	\$36,788	\$27.28	\$37,128
19	\$27.03	\$36,788	\$27.28	\$37,128	\$27.53	\$37,468
20	\$27.47	\$37,387	\$27.72	\$37,727	\$27.97	\$38,067
21	\$27.82	\$37,863	\$28.07	\$38,203	\$28.32	\$38,544
22	\$28.17	\$38,339	\$28.42	\$38,680	\$28.67	\$39,020
23	\$28.51	\$38,802	\$28.76	\$39,142	\$29.01	\$39,483
24	\$28.86	\$39,278	\$29.11	\$39,619	\$29.36	\$39,959
25	\$29.21	\$39,755	\$29.46	\$40,095	\$29.71	\$40,435
26	\$29.56	\$40,231	\$29.81	\$40,571	\$30.06	\$40,912
27	\$29.90	\$40,694	\$30.15	\$41,034	\$30.40	\$41,374
28	\$30.25	\$41,170	\$30.50	\$41,511	\$30.75	\$41,851
29	\$30.60	\$41,647	\$30.85	\$41,987	\$31.10	\$42,327
30	\$30.95	\$42,123	\$31.20	\$42,463	\$31.45	\$42,803
31	\$31.30	\$42,599	\$31.55	\$42,940	\$31.80	\$43,280
32	\$31.65	\$43,076	\$31.90	\$43,416	\$32.15	\$43,756

TA 2027-2028

\$1.50	Certified	Annual	Associates	Annual	Bachelor	Annual
1	\$21.95	\$29,874	\$22.20	\$30,214	\$22.45	\$30,554
2	\$22.20	\$30,214	\$22.45	\$30,554	\$22.70	\$30,895
3	\$22.45	\$30,554	\$22.70	\$30,895	\$22.95	\$31,235
4	\$22.70	\$30,895	\$22.95	\$31,235	\$23.20	\$31,575
5	\$22.95	\$31,235	\$23.20	\$31,575	\$23.45	\$31,915
6	\$23.20	\$31,575	\$23.45	\$31,915	\$23.70	\$32,256
7	\$23.45	\$31,915	\$23.70	\$32,256	\$23.95	\$32,596
8	\$24.20	\$32,936	\$24.45	\$33,276	\$24.70	\$33,617
9	\$24.55	\$33,413	\$24.80	\$33,753	\$25.05	\$34,093
10	\$24.90	\$33,889	\$25.15	\$34,229	\$25.40	\$34,569
11	\$25.13	\$34,202	\$25.38	\$34,542	\$25.63	\$34,882
12	\$25.33	\$34,474	\$25.61	\$34,855	\$25.86	\$35,195
13	\$25.59	\$34,828	\$25.84	\$35,168	\$26.09	\$35,508
14	\$26.16	\$35,604	\$26.40	\$35,930	\$26.66	\$36,284
15	\$26.68	\$36,311	\$26.93	\$36,652	\$27.18	\$36,992
16	\$27.24	\$37,074	\$27.49	\$37,414	\$27.74	\$37,754
17	\$27.58	\$37,536	\$27.83	\$37,877	\$28.08	\$38,217
18	\$27.93	\$38,013	\$28.18	\$38,353	\$28.43	\$38,693
19	\$28.28	\$38,489	\$28.53	\$38,829	\$28.78	\$39,170
20	\$28.53	\$38,829	\$28.78	\$39,170	\$29.03	\$39,510
21	\$28.97	\$39,428	\$29.22	\$39,768	\$29.47	\$40,109
22	\$29.32	\$39,905	\$29.57	\$40,245	\$29.82	\$40,585
23	\$29.67	\$40,381	\$29.92	\$40,721	\$30.17	\$41,061
24	\$30.01	\$40,844	\$30.26	\$41,184	\$30.51	\$41,524
25	\$30.36	\$41,320	\$30.61	\$41,660	\$30.86	\$42,000
26	\$30.71	\$41,796	\$30.96	\$42,137	\$31.21	\$42,477
27	\$31.06	\$42,273	\$31.31	\$42,613	\$31.56	\$42,953
28	\$31.40	\$42,735	\$31.65	\$43,076	\$31.90	\$43,416
29	\$31.75	\$43,212	\$32.00	\$43,552	\$32.25	\$43,892
30	\$32.10	\$43,688	\$32.35	\$44,028	\$32.60	\$44,369
31	\$32.45	\$44,164	\$32.70	\$44,505	\$32.95	\$44,845
32	\$32.80	\$44,641	\$33.05	\$44,981	\$33.30	\$45,321
33	\$33.15	\$45,117	\$33.40	\$45,457	\$33.65	\$45,798

ARTICLE VI - DURATION

A. EFFECT OF AGREEMENT

This Agreement shall be effective as of August 22, 2023 and shall continue in full force and effect until the day prior to the commencement of the 2027-2028 school year.

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

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

B. RATIFICATION OF AGREEMENT

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

[SIGNATURES ON NEXT PAGE]

C. EXECUTION OF AGREEMENT

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

FOR THE BOARD OF EDUCATION
OF DISTRICT NO. 53

Jayne S. Raef
President

Witness: [Signature]
Ratified:

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

[Signature]
President

Ellen Michals
Vice President

Witness: Ei Wattershoff
Ratified:

Family Medical Leave

Bourbonnais Elementary School District No. 53 Policy Manual

500 - General Personnel Family and Medical Leave

Number 5:185 Adopted March 28, 1994

Last Revised January 24, 2017

Leave Description

An eligible employee may use unpaid family and medical leave (FMLA leave), guaranteed by the federal Family and Medical Leave Act. The U.S. Department of Labor's rules (federal rules) implementing FMLA, as they may be amended from time to time, control FMLA leave. An eligible employee may take FMLA leave for up to a combined total of 12 weeks each 12-month period, beginning September 1 and ending August 31 of the next year.

During a single 12-month period, an eligible employee's FMLA leave entitlement may be extended to a total of 26 weeks of unpaid leave to care for a covered service member (defined in the federal rules) with a serious injury or illness. The "single 12-month period" is measured forward from the date the employee's first FMLA leave to care for the covered service member begins.

While FMLA leave is normally: unpaid, the District will substitute an employee's accrued compensatory time-off and/or paid leave for unpaid FMLA leave. All policies and rules regarding the use of paid leave apply when paid leave is substituted for unpaid FMLA leave. Any substitution of paid leave for unpaid FMLA leave will count against the employee's FMLA leave entitlement. Use of FMLA leave shall not preclude the use of other applicable unpaid leave that will extend the employee's leave beyond 12 weeks, provided that the use of FMLA leave shall not serve to extend such other unpaid leave. Any full workweek period during which the employee would not have been required to work, including summer break, winter break and spring break, is not counted against the employee's FMLA leave entitlement.

FMLA leave is available in one or more of the following instances:

1. The birth and first-year care of a son or daughter.
2. The adoption or foster placement of a son or daughter, including absences from work that are necessary for the adoption or foster care to proceed and expiring at the end of the 12-month period beginning on the placement date.
3. The serious health condition of an employee's spouse, child, or parent.
4. The employee's own serious health condition that makes the employee unable to perform the functions of his or her job.
5. The existence of a qualifying exigency arising out of the fact that the employee's spouse, child, or parent is a military member on covered active duty or has been notified of an impending call or order to active duty, as provided by federal rules.

6. To care for the employee's spouse, child, parent, or next of kin who is a covered service member with a serious injury or illness, as provided by federal rules.

If spouses are employed by the District, they may together take only 12-weeks for FMLA leaves when the reason for the leave is 1 or 2, above, or to care for a parent with a serious health condition, or a combined total of 26 weeks for item 6 above.

An employee may be permitted to work on an intermittent or reduced-leave schedule in accordance with federal rules.

Eligibility

To be eligible for FMLA leave, an employee must be employed at a worksite where at least 50 employees are employed within 75 miles. In addition, one of the following provisions must describe the employee:

1. The employee has been employed by the District for at least 12 months and has been employed for at least 1,250 hours of service during the 12-month period immediately before the beginning of the leave. The 12 months an employee must have been employed by the District need not be consecutive. However, the District will not consider any period of previous employment that occurred more than seven years before the date of the most recent hiring, except when the service break is due to fulfillment of a covered service obligation under the employee's Uniformed Services Employment and Reemployment Rights Act (USERRA), 38 U.S.C. 4301, et seq., or when a written agreement exists concerning the District's intention to rehire the employee.
2. The employee is a full-time classroom teacher.

Requesting Leave

If the need for the FMLA leave is foreseeable, an employee must provide the Superintendent or designee with at least 30 days' advance notice before the leave is to begin. If 30 days' advance notice is not practicable, the notice must be given as soon as practicable. The employee shall make a reasonable effort to schedule a planned medical treatment so as not to disrupt the District's operations, subject to the approval of the health care provider administering the treatment. The employee shall provide at least verbal notice sufficient to make the Superintendent or designee aware that he or she needs FMLA leave, and the anticipated timing and duration of the leave. Failure to give the required notice for a foreseeable leave may result in a delay in granting the requested leave until at least 30 days after the date the employee provides notice.

Certification

Within 15 calendar days after the Superintendent or designee makes a request for certification for a FMLA leave, an employee must provide one of the following:

1. When the leave is to care for the employee's covered family member with a serious health condition, the employee must provide a complete and sufficient certificate signed by the family member's health care provider.
2. When the leave is due to the employee's own serious health condition, the employee must provide a complete and sufficient certificate signed by the employee's health care provider.
3. When the leave is to care for a covered service member with a serious illness or injury, the employee must provide a complete and sufficient certificate signed by an authorized health care provider for the covered service member.
4. When the leave is because of a qualified exigency, the employee must provide: (a) a copy of the covered military member's active duty orders or other documentation issued by the military indicating that the military member is on active duty or call to active duty status, and the dates of the covered military member's active duty service, and (b) a statement or description, signed by the employee, of appropriate facts regarding the qualifying exigency for which FMLA leave is requested.

The District may require an employee to obtain a second and third opinion at its expense when it has reason to doubt the validity of a medical certification.

The District may require recertification at reasonable intervals, but not more often than once every 30 days. Regardless of the length of time since the last request, the District may request recertification when the, (1) employee requests a leave extension, (2) circumstances described by the original certification change significantly, or (3) District receives information that casts doubt upon the continuing validity of the original certification. Recertification is at the employee's expense and must be provided to the District within 15 calendar days after the request. The District may request recertification every six months in connection with any absence by an employee needing an intermittent or reduced schedule leave for conditions with a duration in excess of six months.

Failure to furnish a complete and sufficient certification on forms provided by the District may result in a denial of the leave request.

Continuation of Health Benefits

During FMLA leave, employees are entitled to continuation of health benefits that would have been provided if they were working. Any share of health plan premiums being paid by the employee before taking the leave, must continue to be paid by the employee during the FMLA leave. A District's obligation to maintain health insurance coverage ceases if an employee's premium payment is more than 30 days late and the District notifies the employee at least 15 days before coverage will cease.

Changed Circumstances and Intent to Return

An employee must provide the Superintendent or designee reasonable notice of changed circumstances (i.e., within two business days if the changed circumstances are foreseeable) that will alter the duration of the FMLA leave. The taking into consideration all of the relevant facts and circumstances related to an individual's leave situation, may ask an employee who has been on FMLA leave for eight consecutive weeks whether he or she intends to return to work.

Return to Work

If returning from FMLA leave occasioned by the employee's own serious health condition, the employee is required to obtain and present certification from the employee's health care provider that he or she is able to resume work.

An employee returning from FMLA leave will be given an equivalent position to his or her position before the leave, subject to: (1) permissible limitations the District may impose as provided in the FMLA or implementing regulations, and (2) the District's reassignment policies and practices.

Classroom employees may be required to wait to return to work until the next semester in certain situations as provided by the FMLA regulations.

Implementation

The Superintendent or designee shall ensure that: (1) all required notices and responses to leave requests are provided to employees in accordance with the FMLA; and (2) this policy is implemented in accordance with the FMLA. In the event of a conflict between the policy and the FMLA or its regulations, the latter shall control. The terms used in this policy shall be defined as in the FMLA regulations.

LEGAL REF:

Family and Medical Leave Act, 29 U.S.C. 92601 et seq., 29 C.F.R. Part 825.

CROSS REF:

5:180 (Temporary Illness or Temporary Incapacity), 5:250 (Leaves of Absence), 5:310 (Compensatory Time-Off), 5:330 (Sick Days, Vacation, Holidays, and Leaves)

MEMORANDUM OF UNDERSTANDING

Subject to presentation of written documentation demonstrating that the employee has additional uncredited years of public teaching or public teaching aide experience by October 1, 2023, the parties agree that the following employees shall be eligible to receive one additional year of experience on his or her respective salary schedule each year of the contract until the employee is credited with his or her actual documented years of experience. Any of these employees who have not been credited with all of their actual years of credited experience by the fifth year of the contract shall be credited with all of their actual documented years of teaching or teaching aide experience in the fifth year of the contract.

Teachers

Jackie Hammond
Michelle Erickson
Julie Langer
Amanda Lienhardt
Nancy Eck
Kirstyn Bahr
Amanda Mountain
Tracy Lyle
Carrie Doig
Julie Hanhart
Stacey Cousin

Teacher Aides

Kaycee Weidner
Judy Crombar
Deanna Metschuleit

Notwithstanding the above, in the event that the teacher is within four years of eligibility for a retirement annuity from TRS, his or her creditable earnings shall not exceed six percent (6%) of the creditable earnings for the prior school year.

This Memorandum of Understanding shall expire on June 30, 2028.

Board of Education of Bourbonnais
Elementary School District No. 53

By: Jaime F. Raef
Its: Board President

Bourbonnais Education Association

By: [Signature]
Its: Association President

