

**2018-2019**

**2019-2020**

**2020-2021**

**COLLECTIVE BARGAINING AGREEMENT BETWEEN**

**THE BOARD OF EDUCATION OF**

**BALL-CHATHAM COMMUNITY UNIT SCHOOL**

**DISTRICT NO. 5**

**AND**

**THE BALL-CHATHAM EDUCATION ASSOCIATION,**

**IEA/NEA**

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## **ARTICLE 1**

### **RECOGNITION**

- A. The Board of Education of Ball-Chatham Community Unit School District No. 5 does hereby recognize the Ball-Chatham Education Association as the sole and exclusive bargaining representative for all regularly employed full-time and part-time, Professional Educator Licensed (PEL) teachers, counselors, librarians, instructional coaches, instructional technology coordinators, speech and language pathologists, social workers, psychologists, and certified school nurse, who are paid from the salary schedules attached hereto and made a part hereof as Schedules A-1, A-2, and A-3. Excluded from the bargaining unit are administrators and confidential staff members, and any others excluded by statute.
- B. For the purposes of this Collective Bargaining Agreement, the following definitions shall apply:
1. Board. The term "Board" shall mean the Board of Education of Ball-Chatham Community Unit School District No. 5 and is sometimes referred to herein as "Employer".
  2. Association. The term "Association" shall mean the Ball-Chatham Education Association, an affiliate of the Illinois Education Association/NEA.
  3. District. The term "District" shall mean Ball-Chatham Community Unit School District No. 5.
  4. Employee. The term "Employee" shall mean the aforesaid full-time Professional Educator Licensed (PEL) teachers, counselors, librarians, instructional coaches, instructional technology coordinators, speech and language pathologists, social workers, psychologists, and certified school nurse.
  5. TRS. The term "TRS" shall mean the Illinois Teachers' Retirement System.
  6. Days. The term "days" shall consist of school work days unless otherwise specified in the agreement.

## **ARTICLE 2**

### **GRIEVANCE PROCEDURE**

#### **A. Definitions**

1. Any claim by an employee or the Association that there has been an alleged violation, misinterpretation or misapplication of the terms of this Agreement shall be a grievance.
2. All time limits shall consist of school days, except that when a grievance is submitted less than 10 days before the close of the current school term; time limits shall consist of all weekdays.
3. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the supervisor and having the grievance adjusted, provided the adjustment is not inconsistent with the terms of this Agreement.
4. The primary purpose of the procedure set forth in this section is to secure an early and equitable solution to the problems of the parties. The Administration and the Association will make every effort to cooperate in the investigation of any grievance.

#### **B. Procedure**

The parties hereto acknowledge that it is usually most desirable for an employee and the immediately involved supervisor to resolve problems through free and informal communications. If, however, such informal processes fail to satisfy the employee, a grievance may be processed as follows:

1. The grievant shall present the grievance in writing to the immediate supervisor and copied to the Superintendent within 15 days after the aggrieved party knew or should reasonably have known of the act or condition on which the grievance is based. The written grievance shall identify the name or names of the aggrieved, the section or sections of this Agreement that have allegedly been violated, the facts on which the grievance is based, and the manner in which each identified section has been violated. The immediate supervisor shall arrange for a meeting with the grievant to take place within 10 days of the receipt of the grievance. The supervisor shall provide a written answer to the grievance within 10 days of the meeting concerning the grievance.
2. If the grievance is not resolved at Step 1, the aggrieved may refer the grievance to the Superintendent or his official designee within 10 days after receipt of the Step 1 answer. The Superintendent shall arrange for a meeting with the grievant

within 10 days of his receipt of the appeal. Within 10 days of the meeting, the grievant shall be provided with the Superintendent's written response.

3. If the Association is not satisfied with the disposition of the grievance at Step 2, the Association may refer the grievance to mediation within 15 calendar days after the decision is provided at Step 2, by written notice to the Superintendent. Upon referral of any grievance to mediation, the Association and Board shall jointly request the Federal Mediation and Conciliation Service to provide the services of a mediator at a time or times convenient to all parties. More than one grievance may be submitted to the same mediator if the parties mutually agree in writing.
4. If the grievance is not resolved through mediation, the Association may submit the grievance to binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association, which shall act as the administrator of the proceedings. If a demand for arbitration is not filed within 30 days after the mediation meeting, then the grievance shall be deemed withdrawn.
  - a. Neither the Board nor the Association shall be permitted to assert any grounds or evidence before the arbitrator which has not previously been disclosed to the other party.
  - b. The arbitrator, in the arbitrator's opinion, shall not amend, modify, nullify, ignore or add to the provisions of this Agreement. The arbitrator's authority shall be strictly limited to deciding only the issues presented in writing by the School District and the Association, and the decision must be based only upon the arbitrator's interpretation of the meaning or application of the express relevant language of the Agreement.
  - c. Each party shall bear the full cost for its representation in the grievance procedure.
  - d. If either party requests a transcript of the proceedings, that party shall bear full costs for that transcript. If both parties order a transcript, the cost of the two transcripts shall be divided equally between the Board and the Association.
  - e. Each party shall share equally the cost of the arbitrator and the American Arbitration Association.
5. Failure of an employee to act on any grievance within the prescribed time limits

will bar any further appeal. Failure of an administrator to respond within the prescribed timelines for a given step will allow the grievant to proceed to the next step. Time limits may be extended by written mutual consent of the parties.

6. Any investigation, handling or processing of any grievance by the grievant shall be conducted so that instructional programs and related work activities of the grievant or the teaching staff are not interrupted.
7. Step 1 of the grievance procedure may be bypassed, and the grievance brought directly to Step 2 if mutually agreed upon by the employee and the Superintendent.
8. Class grievances involving more than one employee or one or more supervisors and grievances involving an administrator above the building level may be initially filed by the Association at Step 2.
9. A grievance may be withdrawn at any level without establishing precedent.
10. All records related to a grievance shall be filed separately from the personnel files of the employees.
11. No reprisals shall be taken by the employer against any employee, regardless of years of service, due to the employee's participation in a grievance.
12. The Board acknowledges the right of the teacher to have a local Association representative present, if the grievant requests one, at Step 1, Step 2, or Step 3, and any representative present, if the grievant requests one, at Step 4 of the grievance procedure. If the employee waives his/her right to representation, the appropriate form, indicating such, must be signed by the employee.
13. The Association shall be informed by the administration of any formal written grievance filed within the District within five working days after the initial filing of the grievance.
14. By mutual agreement, the Expedited Arbitration Rules of the American Arbitration Association shall be used instead of the Voluntary Labor Arbitration Rules.



**ARTICLE 3**  
**NEGOTIATIONS PROCEDURES**

- A. All negotiating sessions shall be closed meetings.
- B. Each negotiating team shall consist of not more than seven members unless mutually agreed upon to expand the group. Neither party shall have any control over the selection of the negotiating team of the other party.
- C. Negotiating sessions shall generally last two hours; however, either party may adjourn a session at an earlier time, and both parties may mutually agree to extend a session.
- D. The date and location of the next negotiating session shall be mutually agreed upon by both parties by the close of each negotiation session.
- E. All tentative agreements shall be reduced to writing and initialed at the meeting at which tentative agreement was reached. After tentative agreement has been reached on all items negotiated, the Agreement shall be submitted to the Association for ratification and subsequently to the Board for adoption.
- F. Negotiations shall begin not later than May 1 of the year the contract terminates.
- G. If agreement is not reached within 45 days of the start of school, either party may declare impasse, at which time the Federal Mediation and Conciliation Service shall be contacted to assist in resolution of the impasse. The mediator shall not, without the consent of both parties, recommend terms of settlement or make any findings of fact.
- H. Upon one week written notice to the Superintendent, the Association shall be provided at no cost one copy of the annual audit and one copy of the annual budget. Said copies shall be made available to the Association when completed.
- I. There shall be two signed copies of any final agreement. One copy shall be retained by the employer and one by the Association.
- J. All initial proposals and tentative agreements shall be submitted in typed form.
- K. A table of contents shall be included in the final copy of the contract.

## **ARTICLE 4**

### **EMPLOYEE RIGHTS**

#### **A. Dues Deduction**

1. Any member of the bargaining unit who is a member or who has applied for membership in the Association may sign and deliver to the Board an authorization for continual dues deduction, the amount of which shall be annually certified by the Association. The appropriate authorization forms will be provided by the Association. A continual authorization shall remain in effect unless the employee revokes said authorization in writing between September 1 and September 15 of any year. Should an employee leave the District or drop his/her membership, the Board shall deduct the balance of the year's dues from the next available paycheck. Should the final paycheck not contain sufficient funds, the Board shall deduct only the amount available. With the dues deduction authorization, the Board shall deduct such dues from the regular salary check of the bargaining unit member in equal installments on a nine month basis beginning in October and ending in June of each year. The Board shall remit deducted dues to the Association within 7 business days of the payday.
2. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the BCEA agrees to defend such action, at its own expense and through its own counsel, provided:
  - a. The Employer gives prompt notice of such action in writing to the BCEA and permits the BCEA to intervene as a party if it so desires, and
  - b. The Employer gives full and complete cooperation to the BCEA and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.
3. The BCEA agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and reasonable costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's non-negligent compliance with this Article.
4. This hold harmless provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of willful misconduct by the Employer or the Employer's imperfect execution of the obligations imposed upon it by this Article.

#### **B. Personnel File**

An employee, upon 48 hours advance notice to the Superintendent, shall have the right to review the contents of his/her personnel file. Said review shall take place during a

mutually agreed time. The Superintendent (or designee) shall be present during the review. An employee shall have the right to respond in writing to any material contained in the file, and his/her response shall be attached to the file copy. Pre-employment confidential materials shall be excluded from review. A copy of any administrative driven material (material relevant to a specific employee) will be given to the employee prior to it being placed in the employee's file.

C. Right of Representation

1. Whenever an employee is required to appear before the Board or Superintendent concerning a reduction in salary, suspension without pay, written reprimand which will be placed in the employee's file, or dismissal, the employee shall be entitled to have no more than two representatives of the Association present if requested. One of the representatives must be a local representative of the Association. If the employee waives his/her right to representation, the appropriate form, indicating such, must be signed by the employee.
2. Whenever an employee is required to appear before the Building Principal concerning a reduction in salary, written reprimand which will be placed in an employee's file, suspension without pay, dismissal, or conference which leads to the above, the employee shall be entitled to have a local representative present if one is requested.
3. Nothing prevents the administration from conducting exploratory conferences or meetings with the employee for gathering information without Association representation. Specifically excluded from the right of representation are pre- or post-evaluation conferences.

D. Duty-Free Lunch

Employees shall be entitled to a duty-free lunch period of at least 30 minutes in length as stated in Section 24-9 of the School Code. The passing time between lunch periods shall not be computed in the 30 minute lunch period.

E. Tentative Assignments

Employees shall be given written notice of their tentative teaching assignments not later than August 1. In the event a change is made after this date, the employee shall be notified and allowed to resign, without penalty, if the change is unacceptable. Said resignation will take effect 24 hours after a qualified replacement has been found. The Board may, at its discretion, waive the preceding requirement.

F. Disciplinary Procedures

1. For just cause, employees shall be subject to progressive disciplinary action by the Administration and/or Board. Employee misconduct shall result in

disciplinary sanctions ranging from verbal reprimand through dismissal according to the following schedule:

- a. Verbal Reprimand by the Administration. A record of each verbal reprimand shall be documented and placed in the employee's file. The employee shall be provided with a copy of such documentation.
  - b. Written Reprimand by the Administration. Any written reprimand shall be provided to the employee, and a copy of such reprimand shall be placed in the employee's personnel file.
  - c. Suspension by the Administration/Level 1. The Superintendent may impose suspension without pay for no more than five work days, provided that the employee shall be given an opportunity to first meet with the Superintendent regarding the cause or causes for such suspension.
  - d. Suspension by the Administration/Level 2. In the event of the same or similar offense by an employee, the Superintendent may impose suspension without pay for no more than 30 work days, provided that the employee shall be given an opportunity to first meet with the Superintendent regarding the cause or causes for such suspension.
  - e. Remediation Notice by the Board. Remediation notice shall be issued by the Board, provided that the employee shall be given an opportunity to first meet with the Board regarding the cause or causes of such remediation notice.
  - f. Dismissal by the Board. Dismissal proceedings shall be initiated by the Board in accordance with Section 24-12 of the Illinois School Code.
2. The Association and Board acknowledge that appropriate disciplinary sanctions for any employee misconduct shall be determined by the Administration and/or Board based on the repetitive nature of such misconduct and/or the magnitude or severity thereof. The initial disciplinary step shall depend on the severity of the offense. An oral or written reprimand shall remain in effect for a reasonable period of time, as determined by the Administration, depending on the severity of the offense. An employee may petition for the removal of documentation of an oral or written reprimand from such employee's personnel file after the period of eighteen (18) months from the time of the occurrence.
  3. In respect to any alleged misconduct, an effort will be made through discussions

between the employee and the Administration to resolve problems before they reach a degree of seriousness to require further discipline. No disciplinary action shall be taken against an employee unless the Building Principal or designee meets with the employee and provides the employee with written notice of the alleged offense within 10 work days from the date such alleged offense came to the attention of the administration. If circumstances cannot reasonably accommodate a meeting within such 10-day period, then the time limit shall be extended until a meeting can take place. For purposes of this paragraph, a work day shall be defined as the employee's regularly scheduled work day per the district work calendars. If a potential disciplinary issue arises over summer break, the employee will be called in during summer break.

4. In connection with any allegation of misconduct, the Superintendent or Board may grant administrative leave with pay pending the investigation of such allegation. Any employee subject to administrative leave shall receive written notice of the allegation giving rise to such action, and may make a written response to such notice which shall be attached to the District's copy of such notice.

G. Parental Complaint

With regard to complaints, information and/or materials received by the District from a parent relating to employee misconduct, the following shall apply:

1. Per the District's Chain of Command, the parent of any District student who has a complaint concerning an employee shall address and seek a mutual resolution of such complaint with the employee. The parent may request that a building administrator be present during any meetings with the employee. If the parent is uncomfortable about addressing the complaint with the employee, then a building administrator shall do so on the parent's behalf. For good cause as determined by the building principal or designee, an employee may be excused from meeting with the parent, and a building administrator shall do so on the employee's behalf. Whenever a meeting is convened concerning a parent complaint, the employee may elect to have an Association representative present during the meeting.
2. If a meeting is held and the complaint is not resolved, then the complaint will be reduced to writing by the Administration with copies provided to the employee and the employee's immediate supervisor, and the employee may make a written response to such complaint which shall be attached to the District's copies of such complaint. In such cases, the Administration shall take corrective and/or disciplinary measures, if warranted, in order to resolve the complaint.

3. Complaints which are determined to be false or are not substantiated shall not be referenced in the employee's personnel file nor used in any current or subsequent evaluation or disciplinary action concerning such employee.

H. Right to Protect

Employees shall have the right to protect themselves, another staff member, or student from flight, physical assault or injury, using approved strategies.

## **ARTICLE 5**

### **ASSOCIATION RIGHTS**

A. **Use of School Facilities**

The Association shall have the right, upon approval of the Building Principal, to use school buildings for meetings at a time when school is not in session, provided that such meetings do not interfere with the instructional and/or extra-curricular programs. All meeting areas shall be approved by the Building Principal. Whenever special custodial service is required, the Board may make a reasonable charge for this service.

B. **Use of Business Equipment**

The Association shall be allowed reasonable use of school-owned business equipment (e.g, email, computers, peripherals and copying machines) provided that said use does not interfere with the instructional or extra-curricular programs. Central office equipment shall be excluded from this provision. The Association shall pay Fifty and 00/100 Dollars (\$50.00) for the use of consumable items and use of equipment.

C. **Use of Inter-district Communications**

The Association shall have the right to use administration designated bulletin boards, where said bulletin boards are available, mailboxes, and email for purposes of internal communications of local, state and national affiliates, announcements of Association social and business affairs and matters pertaining to the educational program.

D. **Vacancy Notices**

Notice of certificated position vacancies (excluding part-time and temporary positions) shall be given to each employee via District email prior to being posted on the District's website. For purposes of this Agreement, a vacant position shall be an open position created by retirement, resignation, extended illness, death, discharge, or establishment of a new certificated position.

E. **Board of Education Agendas**

The Association President shall receive advance notification of any and all Board meetings.

F. **District Decision Making**

Staff participation in the decision making process of the District shall be encouraged. The administration is authorized to establish committees to facilitate this as they deem appropriate. The President of the Association shall select teacher representatives for all District-wide multi-building committees.

G. **Notification of Hires**

The association President shall be notified via email of all staffing changes within 7

business days, including newly hired teachers, reassignments, resignations, retirements, and long-term subs. The notification shall include salary schedule placement.

H. Job Descriptions

The Board will provide notice to the Association when it acts to change a job description.



**ARTICLE 6**  
**FORMAL EMPLOYEE EVALUATION**

- A. The Administration shall be responsible for acquainting the employees with any formal evaluation instrument.
- B. Employees who have floating or multiple building locations will be informed as to who will evaluate their performance.
- C. The evaluator will provide written statements of deficiencies and will discuss the ramifications of these deficiencies both in relationship to instruction and remediation. Any informal observation to be used in the formal evaluation will be reduced to writing and submitted to the individual.
- D. Nothing contained herein shall limit the right of the administration to evaluate an employee's performance of assigned duties. Any such observations which are to be used to evaluate the employee shall be reduced to writing and discussed with the employee prior to being placed in the employee's personnel file.
- E. The evaluation instruments can be found on the District website. The terms, use of, content of any evaluation and all other aspects of this instrument are not grievable; this instrument(s) is posted solely as a convenience. The Evaluation Committee reserves the right to change the evaluation instrument(s) at any time, provided that any change shall comport with the requirements of Section 24A-5 of the School Code and ISBE Rules and Regulations, as amended from time to time, and shall be promptly communicated to affected employees.
- F. Any grievance filed relative to this Article shall be limited to violations of the specific procedures as outlined above. All other aspects of evaluation, including but not limited to criteria, instruments or personalities shall not be grievable.

**ARTICLE 7**  
**REDUCTION IN FORCE, RECALL, AND SENIORITY**

A. Reduction in Force, Recall

Reduction in Force and Recall shall be administered in accordance with Section 24-12 of the School Code as amended from time to time. In the event of a recall, any employee who fails to respond within 20 calendar days after the mailing of the Board's letter of recall sent by certified mail to the employee's address on file with the Board recalling such employee, shall result in termination of the employee's rights of recall hereunder.

B. Seniority

1. Seniority shall commence with the first day of full-time employment with the District.
2. A tenured employee who has been reduced to part-time employment or has taken an unpaid leave shall accrue seniority on a percentage basis. This percentage will be calculated by comparing the part-time person's assignment or unpaid leave to the assignment of a full-time employee having a similar position.
3. On approved leaves of absence without pay, seniority will accrue as follows:
  - a. if more than 150 days are paid, a full year's credit will be allowed;
  - b. if thirty 30 to 150 days are paid, seniority will be prorated;
  - c. if less than 30 days are paid, no credit will be received; and
  - d. all calculations shall be based on the number of workdays scheduled in the regular school calendar.
4. Employees having equal seniority by this method shall be ordered by the following criteria until the tie is broken:
  - a. length of public school teaching experience in the State of Illinois which is allowed for credit on the salary schedule;
  - b. length of public school teaching experience outside the State of Illinois which is allowed for credit on the salary schedule;
  - c. highest degree attained and recognized on the salary schedule;
  - d. most graduate hours attained and recognized as being acceptable for

placement on the salary schedule.

- e. drawing of lots with a representative of the Association present.

C. Voluntary Transfer

Newly created or vacated positions that are not administrative or supervisory must be announced by vacancy notice. Present staff may apply for the position. All applicants must be notified if they are not chosen for an interview, or if they are not chosen for the position prior to Board action.

D. Involuntary Transfer

1. Involuntary transfers occur when there is relocation of employee due to pupil distribution, instruction requirements, or for other reasons. Except in emergency circumstances, the Board will seek, but is not required to accept, voluntary transfer requests.
2. If any assignment change is made less than two working days prior to the 1st student attendance day, the reassigned employee will be given one professional day to prepare for the change, or a stipend equal to 1/180 of annual salary, with a maximum of one day.
3. Any employee who is involuntarily transferred can request: a) to be released from his/her contract or b) a leave of absence for one year. A leave of absence shall be granted unless a qualified replacement cannot be found in a timely fashion.

E. Moving of Materials

When the requirement to move material is a directive that stems from board action as in the case of school construction, renovation or involuntary relocation from one building to another, consideration for procedural ramifications will be developed. Under such conditions it may be necessary for the district to direct the individual to complete the activity in a time specific manner. In such cases where the work is to be performed outside the contracted work schedule, the district will compensate the individual a total of \$150 for their time. The district shall be responsible for moving materials from building to building.

## **ARTICLE 8**

### **WORKING CONDITIONS**

A. **School Calendar**

The school calendar shall consist of not more than 180 employee responsibility days, plus five emergency days. Unused emergency days shall not become workdays for employees.

B. **Work Week**

1. The normal work week for employees shall not exceed 2360 minutes (39 hours, 20 minutes), with the following exceptions:
  - a. parent-teacher and student-teacher conferences, meetings and open houses;
  - b. scheduled faculty/staff meetings lasting no longer than 45 minutes;
  - c. in emergencies, as defined by the administration, that affect the safety of students; and
  - d. to fulfill extra-curricular assignments.
  - e. Individual employees with extended contracts are often asked to complete assigned activities after the normal work day. Employees working pursuant to extended contracts are expected to work the standard schedule and calendar outlined by the district plus additional amount of workdays pursuant to the extended contract. The intent is not for staff to take days off of the regular schedule and add those to the extended contract. (See Article X- Extended Employment)
2. The work week (2360 minutes/39 hours 20 minutes) is intended to include time outside of instructional time to directly impact student achievement, and the quality and rigor of daily instruction by providing prescribed collaborative professional development and planning to support district and building-specific initiatives as outlined in individual building SIP plans and the district's continuous improvement plan. This time is designed to leverage time to allow shared-content teams focused collaborative inquiry opportunities, which may include but are not limited to: curriculum development and enhancement, data analysis, student work and assessment collaborations, backwards planning, and strategy and instructional practices assessment and refinement. This time is not to be used for personal preparation, parent meetings, IEP/504 meetings or disciplinary conferences.
3. Employees shall be ready to work for the entirety of the said contractual hours for each building. (Note: Employees should refer to their building handbook for contractual hours)

C. Continuing Education

The Board shall not require employees to earn continuing education credits.

D. Preparation Time

1. All full-time and 75 percent or greater part-time middle school and high school teachers (grades 6-12) shall be allowed a minimum of one preparation period per day commensurate with the length of a regular class period.
2. Elementary teachers (grades Pre-K – 5) shall average 210 minutes of preparation per full week of school. Every effort will be made to schedule daily preparation time.
3. The above preparation time occurs during the regular student attendance day when the teacher is not assigned teaching or other duties.
4. Employees who are assigned to multiple buildings and travel between buildings during the course of the workday, shall have adequate travel time built into their schedule.
5. No block of time shall be less than 15 minutes, exclusive of employees who set their own schedules. Schedules must be pre-approved by Administration.
6. On days of early dismissal, those teachers who lose their preparation period shall not be entitled to the above.
7. On occasions such as state testing dates or when teachers are assigned to proctor an exam during a prep period, administrators will attempt to reschedule a preparation period. Teachers will not be paid an extra stipend for the preparation time lost.
8. Upon request, special education staff will be provided one prep day per every 30 students on a caseload.
9. Upon request, Special Education staff with fewer than 30 students may be provided release time for the purposes of completing formal processes required in educational evaluations, re-evaluations, vocational plans, other required formal processes and meetings held in conjunction with these processes. Requests will require the approval of the Director of Special Education.

E. Employees in Multiple Roles

1. While an employee may engage in multiple roles that serve Ball-Chatham students, and the request to do so is a derivative of administrative

recommendation, consideration for delivery of service and compensation will be reviewed to ensure conflicting schedules are remedied and “double dipping” does not occur.

2. Under such conditions it may become permissive to modify the individual’s start and end times to accommodate services to our students and the best interests of the district. These specific scenarios will be reviewed with the Superintendent and the BCEA President to determine the validity of student/district interest and to ensure that bargaining with individuals does not occur.
3. For example, a modified contractual start time may occur so that a PEL Employee may serve as a Unit 5 substitute driver. The conditions of such dual roles may never conflict with the primary professional assignment of the individuals and obligations inclusive of IEP participation, staff meeting attendance and other administrative directives must be met. The administration reserves the right to modify the situation as warranted.

F. Direct Deposit

Wages shall be compensated by direct deposit to the financial institution of the employee’s choice, and check stubs will be provided electronically.

## **ARTICLE 9**

### **LEAVES**

#### **A. Sick Leave**

1. Sick leave days are awarded at the start of each fiscal year in accordance with the employee's year of service in TRS. The schedule is as follows:
  - a. 1-10 years of service in TRS = 10 sick days
  - b. 11-20 years of service in TRS = 12 sick days
  - c. 21+ years of service in TRS = 16 sick days
2. Sick leave days shall be used for personal illness, quarantine at home, serious illness in the immediate family or household, maternity/paternity/adoption, or death in the immediate family. If no sick time is available the time will be unpaid leave and, the district may require a doctor's note. Unused sick leave shall be accumulated from year to year without limitation.
3. In the event of an injury to an employee (while in the scope of employment) inflicted by a student, the employee will not be required to use a sick day to seek medical attention. The release time must be approved by building administration and is limited to the date the injury was inflicted.
4. For the purposes of sick leave, "immediate family" shall mean the employee's spouse/civil union partner, son, daughter, mother, father, brother, sister, corresponding in-law or step relation, grandfather, grandmother, grandchild, great grandparents, great grandchild, and any person for whom the employee is legal guardian. Employees may be granted sick leave for other than the immediate family at the sole discretion of the Superintendent (or his/her designee).
5. During the term of this Agreement, the Board may elect to award additional sick leave prior to commencement of an employee's final four years of employment.

#### **B. Sick Leave Bank**

1. Purpose. The purpose of the Sick leave Bank ("Bank") is to provide extended paid sick leave for employees who have exhausted their personally accumulated sick leave and personal leave days due to serious personal illness, injury or to care for a seriously ill or injured dependent child(ren) or spouse/civil union partner.
2. Eligibility. Any employee who files an application with District Office representative during the first semester of employment in the District shall be eligible for participation in the Bank. Membership is strictly voluntary, and any

member who elects not to participate in the Bank will not be eligible to use the Bank. Upon first applying for participation, the applicant shall donate one sick leave day to the Bank.

3. Administration. The Bank shall be administered by a committee consisting of three members selected by the Association and two members of the Administration selected by the Board. The Bank shall carry over unused days from year-to-year, and shall, when necessary, assess participants on a rotating basis in alphabetical order at the beginning of each school year so as to start each such year with 300 days. A participant may elect to withdraw from the Bank at any time, and upon withdrawal shall not again be eligible for participation in the Bank.
4. Rules. A sick bank will be made available to all bargaining unit employees upon hire. The rules of such bank shall be determined and governed by a committee. The building representatives must be members of the sick bank in order to serve on the committee.
5. Requests. Requests for sick bank usage will be made directly to the committee. The committee will provide any approvals to human resources, who would apply the awarded sick time to the employee's available sick leave. Rules of the sick leave bank shall be governed by the committee and subject to change without district notice.

C. Personal Leave

Two personal leave days per year shall be granted for personal leave subject to the following conditions:

1. Requests for personal leave shall be made to the Superintendent (or designee) electronically. Being personal in nature, no additional information or explanation is required by the employee. The employee is responsible for verifying personal leave availability prior to requesting any paid leave time. If no leave is available leave will not be granted.
2. The Superintendent (or designee) shall have the right to limit the number of employees to be absent on personal leave on any given day to no more than 10 PEL Employees. PEL Employees will be granted personal leave based on a first come first serve basis beginning with the first day of student attendance.
3. Unused personal leave shall be allowed to accumulate up to 5 days. The Superintendent (or designee) must give permission for an employee to use 4 or more personal leave days in succession. Unused personal leave shall be



converted to accumulated sick leave.

4. Authorized unpaid days may be used with personal days to extend a leave, not exceeding the number of personal days available, following the same restrictions of personal leave in case of emergency or events beyond the employee's control. (For example, if the employee has 2 personal days available, he/she may request up to 2 authorized unpaid days in order to extend the total leave to 4 days).
5. In case of an emergency and with the approval of the Superintendent (or designee), any or all of the above conditions may be waived.

D. Leave of Absence

1. Leaves of absence for issues not covered by FMLA may be granted without pay to employees who desire to return to employment in a similar capacity upon termination of said leave. If an employee works 91 or more workdays in one given school year, the employee shall be granted vertical step movement for that year. A letter of intent to return from a leave of absence must be filed with the Superintendent 30 days prior to the end of said leave. Each approved leave of absence shall be of the shortest possible duration required to meet the purpose of the leave consistent with a reasonable continuity of instruction for students. Leaves of absence without pay, for not more than one year, may be granted to employees according to the following conditions:
2. All available sick and personal time, if applicable, must be used prior to obtaining a leave of absence without pay.
3. Employee benefits do not accrue during any leave, or part thereof, which is uncompensated. After FMLA-covered leave expires, Insurance premiums shall be at the expense of the employee. Leaves taken pursuant to this provision will not impact an employee's seniority, or the balance of accumulated sick leave not applied to the leave taken hereunder.
  - a. Written requests for leaves of absence without pay shall be made at least two months before the leave is desired, subject to approval by the Board. In cases of emergency, the above two months' notice requirement may be waived with the approval of the Superintendent.
  - b. Dates of departure and return must be acceptable to the administration and determined prior to initiating the request.
  - c. Leaves of less than one month, if acceptable to and approved by the

Superintendent, will not require two months' notice.

- d. The Superintendent of his or her designee will respond in writing within 10 days of his or her receipt of the request for leave.

E. Association Leave

In the event that the Association desires to send representatives to state, national or Region 47 conventions, the representative shall be excused without loss of salary or seniority, providing the Association reimburses the District for the cost of the substitutes. The Association shall be limited to a maximum of six days per school year. BCEA members serving on an approved State or National level Board or Committee will be granted additional days at superintendent discretion. No more than two employees per day shall be excused for said leave.

F. Military Leave

1. Any District employee who is in the United States Armed Forces Reserve or National Guard shall be granted up to 15 working days annually for regular Reserve or National Guard duties (e.g. summer camp). Any such employee may also be granted additional leave days for special duty or training assignments. Prior to the beginning of such leave, the employee shall elect to:
  - a. Use earned personal days for such leave and also receive full compensation from the Armed Forces Reserve or National Guard; or
  - b. Receive compensation from the Armed Forces Reserve or National Guard or such employee's regular compensation from the District. If the employee elects to receive regular compensation from the District, then such compensation will be reduced by any compensation received from the Armed Forces Reserve or the National Guard exclusive of payments received by the employee which are allocable to non-school days or which constitute a travel, meal, or housing allowance.
2. Any District employee in the United States Armed Forces Reserve or National Guard who shall be called to active duty shall be granted military leave for the duration of such active duty. Prior to the beginning of such active duty, the employee shall elect to receive compensation from the Armed Forces Reserve or National Guard or such employee's regular compensation from the District. If the employee elects to receive regular compensation from the District, then such compensation will be reduced by any compensation received from the Armed Forces Reserve or the National Guard exclusive of payments received by the employee which are allocable to non-school days or which constitute a travel, meal, or housing allowance.

3. During the period of any military leave under this item, the District shall maintain health insurance benefits, seniority credit, and incremental increases in the salary schedule. The employee upon return from military leave shall be guaranteed a position for which he or she is qualified to teach. Upon release from active duty, the employee must notify the District of his/her intent to return within 15 days and return to District employment within 30 days of such release from duty.

G. Bereavement Leave

Employees shall be eligible for bereavement leave as follows:

1. Up to four leave days for a death in the immediate family. For the purposes of this section, immediate family shall mean the employee's spouse, son, daughter, mother, father, brother, sister, corresponding in-law or step relation, grandchild, great grandchild, grandfather, grandmother, great grandfather and great grandmother, and any person for whom the employee is legal guardian or executor of estate with prior written confirmation of such role.
2. Up to one leave day for the death of an aunt, uncle, great aunt, great uncle, cousin, niece or nephew by birth or marriage.
3. Up to one leave day for the death of a co-worker, student or a parent of a student who attend school in the building in which the teacher was presently as approved by the employee's Building Principal or Superintendent.

H. Family and Medical Leave

Family and medical leave shall run concurrently with other leaves provided herein or by law. Any period of leave taken pursuant to this provision by a non-tenured teacher will qualify toward the continuous employment requirement of 105 ILCS 5/24-11 regarding contractual continued service.

**ARTICLE 10**  
**EMPLOYEE COMPENSATION**

A. Employee Compensation

1. Salary. Employees shall be paid in accordance with the salary schedules attached hereto and made a part hereof as Schedule A-1 (2018-2019), Schedule A-2 (2019-2020), and Schedule A-3 (2020-2021), each such employee shall move downward one vertical step for each successive year of employment, in which the employee has worked 91+ days. Employees will also move horizontally if applicable. Salary schedules include gross salary, inclusive of state and federal tax and pension payments
2. The following provisions do NOT apply to employees already in the retirement pipeline. All employees shall receive a 2.5% increase per cell for each year of the agreement, plus a vertical step increase during the 2018-2019, 2019-2020, and 2020-2021 school year up through step 34. There shall be no additional increase for off-schedule staff. No monies will be awarded for graduate level coursework completed beyond Masters plus 48.
3. At the beginning of each school year hereunder all employees shall be notified with a paper contract indicating years of service, education, extracurriculars and corresponding salary and benefits. Employees shall acknowledge accuracy by returning signed copy to District Office. In addition, annual salaries for the ensuing school year will be available in Skyward electronically.

B. Extended Employment

Employees will be paid 1/180 of annual salary for each day the employee is required to work beyond the normal school year established by the official school calendar.

C. TRS Contributions

For teaching salaries and extracurricular pay the Board has assumed and shall pay the aforesaid employees' share of TRS contributions not to exceed 9.0% [9.8901%], as presented in the applicable salary schedules.

D. 403b plan

Effective January 1, 2016 employees will no longer be responsible for administrative fees from the 403b provider as they will be absorbed by the investment companies. Employees may incur a fee from the fund source.

E. Insurance

1. The District shall utilize an Insurance Committee consisting of 3 BCEA members, 1 Board member, 2 Educational Support Staff members, and no more

than 3 members representing district administration to review, analyze and provide input to the Board regarding insurance options. The committee shall meet at least annually and shall make decisions via consensus-decision making process. Once decisions are made, recommendations will be made to the Board of Education.

2. The insurance Committee shall consider insurance carrier, plan, and negotiated rate. Once decisions are made, recommendations will be made to the Board of Education.
3. In the implementation of this portion of the Agreement, the definition for consensus provided by the Mid-Continent Regional Educational Laboratory shall be used: "Consensus means general agreement and concord. For consensus to exist, it is not necessary for every participant to agree in full, but it is necessary for every participant to be heard and, in the end, for none to believe that the decision violates his or her conviction(s). It is not necessary that every person consider the decision the best one." Furthermore, in acknowledgment of the Board's legal responsibility to act formally with regard to the insurance matters outlined in the preceding paragraph, the Board retains the right to veto any recommendation from the committee. Upon such a veto, the insurance committee would be directed to resume its research in order to arrive at alternative recommendation for the Board to act upon.
4. Insurance coverage shall continue through the end of the month in which the employee is employed with the district, should the employee separate employment prior to the end of the school year. COBRA continuation coverage will be offered as required by applicable law.
5. Health
  - a. 2018-2019 and 2019-2020 plan years - The Board shall pay 100% of the "Employee Only" health insurance premium up to \$7,500 (\$625 / month).
  - b. 2020-2021 plan year- The Board shall pay 100% of the "Employee Only" health insurance premium up to \$7860 (\$655/month). Employees may apply the value of the Employee Only premium of their individually elected plan (PPO, HMO, HSA) towards any coverage tier (Employee Only, Employee+Spouse, Employee+Child, Employee + Family). In cases where married couples are both District employees and choose to be on the same plan, the value of the Employee Only premiums of their elected plan may be combined and applied to any coverage tier other than Employee Only.

6. Dental: At no cost to the District, the Board shall offer the employees a group dental plan. The employees shall pay all costs associated with this plan, regardless of whether employees opt for individual or family plan coverage. If a dental plan is offered through the District's insurance package, then the Board will not be required to offer an additional group dental plan.
7. Vision: At no cost to the District, the Board shall offer the employees a group vision plan. The employees shall pay all costs associated with this plan, regardless of whether employees opt for individual or family plan coverage. If a vision plan is offered through the District's insurance package, then the Board will not be required to offer an additional group vision plan.
8. Life: The Board shall provide an employee only term life insurance policy in the amount of \$30,000 (commencing 2019-20 school year) with an option to purchase additional voluntary employee and dependent life insurance coverage.

F. Internal Substitution

1. Employees assigned by the administration to substitute in a classroom during their preparation period shall be compensated at the following rates:
 

a. 30 minutes or less	\$10.00
b. 31 minutes or more	\$25.00
2. K-5 employees shall be compensated at the curriculum rate, when they are assigned to substitute in a classroom during their scheduled prep, unless the preparation period is rescheduled the same week during student contact time.
3. When elementary employees are assigned by administration to take 5 or more students into a classroom, due to lack of substitute availability, the employee shall be compensated by dividing the maximum substitute rate of \$160 per day and dividing it by the number of teachers impacted.

G. Mileage

Employees who are required by the Administration to use their vehicles in the performance of their duties for the District, or who are assigned to more than one school per day, shall be reimbursed by the Board at the mileage reimbursement rate approved by the IRS. Mileage will be reimbursed to and from the location of the primary building assignment to the location of the secondary/temporary assignment. The approved IRS rate as of each August 15 hereunder shall be the prevailing rate for the next ensuing school year.

H. Retirement Incentive Plan

1. An employee who first tenders an irrevocable letter of resignation and retirement to the Board in order for the employee to retire on a date certain in the future under a Teacher Retirement System (TRS) Retirement program shall be eligible for a retirement incentive in up to each of his or her final four years of teaching service, subject however, to compliance with the following conditions:
2. An employee seeking to utilize the retirement incentive after he or she reaches the maximum retirement benefit for years of service (excluding applicable sick days) as determined by TRS. An employee shall have served at least fifteen (15) years of employment with the District.
  - a. An employee seeking to use this incentive must be over sixty (60) years of age on the date of retirement, or an employee seeking to utilize the retirement incentive who will retire between fifty-five (55) and sixty (60) years of age on the date of retirement shall have no fewer than 35 years of service creditable to TRS; and
  - b. The employee shall be no less than sixty (60) years of age on or before May 1 of the year of retirement or shall be at least fifty-five (55) years of age by December 31 of the year of retirement and shall have not less than thirty-five (35) years of creditable service to TRS on the date of the employee's retirement or have such TRS service credit and be such age as to retire without the District incurring any additional payment, penalty, or cost to TRS (such as ERO payment, e.g.) other than the employer's normal TRS payment (nine percent (9%) of creditable earnings). In the event that there is any question as to the correct interpretation of the conditions contained herein, this provision shall be read to disqualify the teacher from receipt of any incentive hereunder if the employer shall be required to pay to TRS any additional payment, penalty, or cost (such as ERO payment, e.g.) other than the employer's normal TRS payment (nine percent (9%) of creditable earnings); and
  - c. The employee shall have tendered to the Board a binding, irrevocable notice of resignation and retirement for a date certain in the future, not more than four school terms (school terms generally run from mid-August to late May or early June) from the date the letter of resignation and retirement is received by the Board. The notice must be given on or before January 1<sup>st</sup> of the school year preceding the school year intended to count as the first year of receipt of retirement incentive provided for hereinbelow; and

- d. The retirement incentive period (for which a three percent (3%) incentive is paid pursuant to all the conditions contained herein) shall not be less than one (1) year, nor more than four (4) years in length, depending upon the date the letter of resignation is received by the Board and the specified date of retirement.
3. "TRS creditable earnings," wherever that phrase is used in the entirety of this provision (Retirement Incentive), shall mean total TRS creditable earnings as defined by TRS and includes any extra stipends, step, longevity, lane movement and specifically includes pension payment.
4. To receive the full value of the incentive provided for herein the employee shall fully perform all his or her duties during the incentive period. Any reduction in performance of duties to the District by the employee during the incentive period (dock days or leave of absence without pay, for example) shall result in a corresponding reduction in salary and benefit amount to the employee (the employee shall receive less than the three percent (3%) incentive contemplated herein.)
5. In exchange for the employee's written, binding, irrevocable resignation on a date certain (as defined hereinabove), the District shall remove the employee from the salary schedule (or other payment schedule that may be applicable) and for each year of eligibility, the employee's TRS creditable earnings shall be increased by three percent (3%) over the employee's TRS creditable earnings for the prior year of employment beginning with first year of the incentive period.
6. Examples: An employee applies for the award one year before retirement. If the employee's TRS creditable earning for the year before entering the pipeline were \$40,000; the employee's first year TRS creditable earnings will be \$41,200 ( $\$40,000 \times 1.03 = \$41,200$ ), second year TRS creditable earnings would be \$42,436 ( $\$41,200 \times 1.03 = \$42,436$ ), third year TRS creditable earnings would be \$43,709 ( $\$42,436 \times 1.03 = \$43,709$ ), the employee's final year TRS creditable earnings would be \$45,020 ( $\$43,709 \times 1.03 = \$45,020$ ).
7. If an employee has any additional paid services (extended contract or duties paid in addition to salary schedule rate) at the commencement of the retirement incentive period and such employee ceases to perform those services during the retirement incentive period, the calculation of the employee's salary which is subject to the three percent (3%) increase provided for herein shall be reduced by the value of the services not performed.



8. Example: An employee applies for the award three years before retirement. If the employee's TRS creditable earning for the year before entering the pipeline were \$50,000. The employee's first year creditable earnings will be \$51,500 ( $\$50,000 \times 1.03 = \$51,500$ ). The employee's second year creditable earnings will be \$53,045 ( $\$51,500 \times 1.03 = \$53,045$ ). The employee ceases to perform a service which had been paid in addition to salary schedule rate in his or her final year of employment for which he or she would have been paid \$2,000 (TRS creditable earnings). The employee's final year creditable earnings will be \$52,476.35 ( $\$53,045 - \$2,000 = \$51,045 \times 1.03 = \$52,476.35$ ).
9. Once an irrevocable letter of retirement is submitted and the retirement incentive period begins, the employee will not be assigned, nor may the employee apply for nor assume any additional duty, perform any additional service, receive any additional assignment nor do any additional work (hours, days, weeks or months) of any kind for employer beyond what the employee had been doing when the retirement incentive period began. Nothing in the foregoing shall be read to restrict the ability of the Association and the District to mutually agree to a change in positions resulting in no loss of pay or duties for a teacher, and resulting in no additional cost or penalty to the District.
10. If an employee fails to complete the retirement incentive period, leaves the District prior to the designated retirement date or otherwise retires under the statutory Early Retirement Option, causing the District to have to pay monies not contemplated herein to TRS, the District shall be entitled to recover from the employee all retirement incentive payments made to the employee (the employee's creditable earnings after receipt of the retirement incentive provided for herein minus the employee's creditable earnings if no incentive had been paid) including tax and retirement withholdings, plus attorney's fees related to enforcement of this provision.
11. In no event will an employee subject to this provision receive an increase in any year covered by this provision of TRS creditable earnings in excess of three percent (3%) of the prior year's TRS creditable earnings, unless such increase is specifically exempted from penalty or additional cost to the District by TRS law or regulation in full force and effect at the time of the increase.

12. If, during the term of this provision, any law is enacted which changes in any way Board payments to the Teacher Retirement System which were required of the Board when this provision was agreed upon by the parties, either by increasing employer payments or increasing payments made by the employer on behalf of its employees, or if such change results in a greater cost to the Board for active employees or retiring employees, then this provision shall become null and void, except to the extent that there is a “grandfather” provision in the law or its rules that exempts this Agreement from its application. Additionally, if any law is enacted that changes the way in which retirement bonus can be offered without penalty or additional cost to the District or amends the cap on end-of-career salary increases without District penalty, the parties shall, at either’s written request, commence negotiations regarding a successor provision.
13. No payment of any kind to TRS, nor to any employee, except as expressly and explicitly provided for herein was contemplated, was intended or enacted by the Board at the time of the adoption of this provision.
14. If TRS should at any time have objections, or advises that the District will incur penalties or payments not contemplated by the Board at the time this provision was adopted by the Board and it is possible to revise the provision to avoid such penalties or payments, then this provision shall be so revised so as to avoid all penalties, costs, or payments that are inconsistent with the terms of this provision.
15. If, during the term of this provision, any law is enacted which increases the limit which serves as the basis upon which TRS implements a penalty or excess payment, or changes in any way Board payments to the Teacher Retirement System which were required of the Board when this provision was agreed upon by the parties, then this provision shall be immediately open to bargaining between the parties upon written request of either, notwithstanding the term of the agreement. The parties agree that status quo in the event of a change in the law which increases the threshold for year-to-year increases below which penalties are issued for any classification of employees (which is presently 3%) shall be interpreted to be an incentive amount increase to that threshold, up to and including the amount of 5% retirement incentive (but not more, no matter how high such threshold goes.) The intent of the parties is that this incentive will increase to 5% (or the maximum amount allowable without penalty by law up to 5%) only in the event that the incentive can increase to that amount without penalty, cost, tax, or increased payment due and owing by the Board in the event of such an increase.

I. Lifetime Pass

The Board shall issue to the retiree and guest a lifetime pass to all District home events.

J. Salary Lane Advancement

1. Employees who earn credit in graduate level academic courses may be advanced horizontally on the salary schedule. Employees shall be limited to two horizontal lane movement per year. Employees who were previously limited to one lane movement in accordance to the 2015-2018 contract will be placed at the lane commensurate with previously approved educational movement effective with the 2018-2019 school year. Outlined below are the processes, timelines and requirements to be met in order to receive salary lane advancement:

- a. The employee must present a request for course review to the Superintendent or designee in advance of registering for the course. Courses not submitted for approval at least 7 days in advance of the course beginning, will not be approved and will not count toward lane advancement.
  - i. Requests must include the syllabus (if possible) and/or an excerpt of the course catalog (or other documentation) that demonstrates the course is a graduate level academic course.
  - ii. The courses must be pertinent to education.
  - iii. All semester hours must be credit bearing, graduate level academic courses earned at an accredited institution of higher learning. Courses for credit units, completion units, competency units, or something of the like, will not count toward lane advancement.
  - iv. Courses must be completed no later than August 31.
- b. Once a review request is submitted to the Superintendent or designee, said request shall be processed within 10 days of its submission. If the request is rejected, the Superintendent or designee shall notify the employee in writing of the reasons for the rejection.
- c. After the courses are completed, an official transcript must be submitted to the Superintendent or designee as soon as possible but no later than October 1.

- d. Employees shall be advanced at the appropriate earned lane on the salary schedule at the beginning of the academic year. Should official transcripts arrive after the start of the academic term but before the October 1 deadline, the employee will still be eligible for appropriate placement on the salary schedule and retroactive payment will be disbursed as appropriate.
  - e. If at any time, the course is found to be a non-graduate academic course or is professional development level only, any tuition reimbursement must be returned to the district and the course will be removed from the employee's record. It is the employee's obligation to ensure that the courses submitted are graduate level academic coursework that is applicable to his/her teaching assignment.
2. It is acknowledged that course work for salary lane advancement may also apply toward tuition reimbursement. Employees should review both sections to ensure that all requirements are being met for advancement the Employee expects.

K. Tuition Reimbursement

For those in an approved Master's Degree Program:

1. Subject to the limitations set forth in the following paragraph, the Board shall reimburse payment for up to 8 academic graduate level semester hours per year of approved academic graduate coursework taken and completed. Courses for credit units, completion units, competency units, or something of the like, will not count toward tuition reimbursement. Courses must have the Superintendent or designee approval and earn a grade of "A" or "B" or receive a "pass" in the event such courses are only evaluated on a pass/fail basis. For the purposes of determining what constitutes a year with respect to the limitation on approved and reimbursable coursework, September 1 through August 31 shall constitute the period of time during which a teacher can obtain approval and complete coursework for reimbursement and potential lane movement.
2. Only employees who do not already have a Master's degree, are eligible for tuition reimbursement. The Board shall reimburse actual cost, up to \$200 per credit hour if part of an approved master's degree program.
3. The employee must submit a request for an entire graduate degree program to the Superintendent or designee in advance of enrolling in the program. Courses not submitted for approval at least 7 days in advance of the course beginning, will not be approved and will not count toward tuition reimbursement.

4. Requests must include the syllabus (if possible) and/or an excerpt of the course catalog (or other documentation) that demonstrates the course is a graduate level academic course.
5. The courses or degree program must be pertinent to education.
6. Upon completion of each course, receipts and final grades (unofficial transcripts) must be submitted for final approval.
7. Employees will not be eligible for more than two horizontal lane movements per school year. Completed coursework in excess of two lane movements will not be carried over from year to year, and will be thus waived for the purpose of horizontal lane movement.
8. Except in circumstances of death or disability or other cause approved by the Board, any teacher who shall terminate employment with the District within 2 years after receiving a graduate degree in Educational Administration shall promptly reimburse the District for the amount of any tuition payments received from the District toward such degree.
9. Notwithstanding the per semester hour payment limits set forth above, the Board shall pay 100% tuition reimbursement for coursework leading to an endorsement or degree in a teaching shortage field designated by the Board. Such coursework must be approved by the Superintendent and will otherwise be subject to the provisions of this section. Except in cases of death, disability, or other good cause as approved by the Board, any teacher who terminates employment with the District within 5 years after earning the endorsement or degree shall promptly reimburse the District for the amount of tuition payments received from the District toward such endorsement or degree in accordance with the following schedule:
  - a. Prior to completing 1 year of teaching in the teaching shortage field – 100%
  - b. After completing 1 year of teaching in the teaching shortage field – 80%
  - c. After completing 2 years of teaching in the teaching shortage field – 60%
  - d. After completing 3 years of teaching in the teaching shortage field – 40%
  - e. After completing 4 years of teaching in the teaching shortage field – 20%
  - f. After completing 5 years of teaching in the teaching shortage field – 0%
10. It is acknowledged that course work for tuition reimbursement may also apply toward lane advancement. Employees are encouraged to review both sections to ensure that all requirements are being met for advancement the Employee

expects.

L. Longevity Award

Any employee who shall complete 20 or more years of employment with the District will receive, at the end of each subsequent year, a \$200.00 payment from the Board, or a third personal leave day to be used during the next ensuing school year. If the personal leave day is not used, then it shall be accumulated as a sick leave day.

M. Job Share

1. Job sharing is a voluntary alternative employment opportunity in which two teachers share one full time teaching position.
2. The teachers interested in job share opportunity will develop a job share plan and complete a job share application, which is to be submitted to the building principal no later than February 1 of the year preceding the school year for which the job share is requested. The job sharing plan must include, but is not limited to:
  - a. the teaching responsibilities of each participant
  - b. a general timeline indicating the major instructional units for the year
  - c. a classroom discipline plan
  - d. a schedule of work hours for each participant for the year
  - e. a method of periodic and routine communication between the job share teachers
  - f. a description of how work will be evaluated (i.e. homework, special projects, quizzes, and tests)
3. An application and proposed plan approved by the building administrator must be submitted to the Superintendent or designee by February 15 of the year preceding the school year for which the job share is requested. All job share requests are subject to the approval of the Superintendent or designee. There will be a limit in the District to four (4) job share opportunities each year. The job share alternative employment opportunity may be applied for and may be granted for three (3) consecutive years with a maximum five (5) years as a job share employee while employed in the District.
4. Any teachers desiring to continue in a job share arrangement beyond one (1) full school year must provide written notice to the Building Administrator and Superintendent or designee no later than February 1 of the job share year.
5. The teacher will be placed appropriately on the salary schedule with salary, insurance, TRS contributions, and all other employee benefits prorated according to the time worked.

6. Each participating teacher shall be guaranteed a return to full-time employment, if desired, for the school year following the job share, subject to reduction-in-force or dismissal for cause. The job share teacher shall retain tenure and will be given the same considerations as all other full-time teachers upon return to full-time status. A tenured employee who has been reduced to part-time employment shall accrue seniority on a percentage basis.
7. The non-tenured teacher that is granted a job share alternative employment opportunity will lose their probationary status and upon return to full-time status would revert back to their first year of four years as a non-tenured teacher.
8. The job share teacher will attend meet the staff nights, regularly scheduled staff meetings, in-service activities, open house, assigned duties that may occur before or after school, and fulfill extra-curricular assignments that have been assigned for that teacher.

N. Summer School/Extended School Year Pay

Any employee hired to teach summer school, including all services written into IEPs shall be paid at the curriculum rate for services rendered.

O. Perfect Attendance

Beginning with the 2019-2020, any employee who does not use any sick leave, personal leave, unpaid days, or time off due to a suspension during a given semester covered by this Agreement, shall receive a payment of \$500 from the Board.

P. Work Load

Beginning with the 2019-2020 year, High school teachers required to teach six periods a day and Middle school teachers required to teach seven periods a day shall be paid \$2,000 annually (\$1,000 per semester). Work load does not pertain to 'duties' which include but are not limited to: supervision, tutoring, interventions, team time, advisory, and TPH, etc.

**ARTICLE 11**  
**EFFECT OF AGREEMENT**

- A. The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding between the parties hereto, which may be altered, changed, added to, deleted from, or modified only through written, voluntary and mutual consent of the parties in an amendment hereto.
- B. The Association agrees that during the effective dates of this Agreement, it or its members will not take any concerted activity against the Board, individual Board members or its representatives, including the withholding, in whole or in part, of any duty or service, picketing or disruptive activity. The Association recognizes its responsibility to ensure the enforcement of this Article.
- C. Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections and clauses shall remain in full force and effect.
- D. This Agreement shall become effective as of August 16, 2018 and shall continue in effect until August 15, 2021.

This Agreement is signed this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

IN WITNESS THEREOF:

FOR THE BALL-CHATHAM  
EDUCATION ASSOCIATION

FOR THE BALL-CHATHAM  
BOARD OF EDUCATION

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Secretary