

**Agreement Between  
the Board of Education,  
Bement Community Unit  
School District 5  
and the  
Bement Education  
Association, IEA/NEA  
2019-2022**



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## Article I

### **Recognition**

The Board of Education of the Bement Community Unit School District 5, hereinafter referred to as the "Board," recognizes the Bement Education Association IEA/NEA, hereinafter referred to as the "Association," as the bargaining agent for full-time and part-time regularly employed, certified teachers, hereinafter referred to as "Teachers," excluding the Superintendent and Principals.

## Article II

### Association Rights

- 2.1 Within thirty days of ratification of the agreement, the Board will provide the negotiation team with copies of the agreement to proofread. Within one week of the copy being returned by the team, copies of the agreement will be distributed to each teacher in the district.
- 2.2 Written notice of all regular and special meetings of the Board shall be given to the President of the Association coincident with general publication, by U.S. Mail or electronic communications during June, July, and August.
- 2.3 Unapproved minutes of the latest regularly scheduled board meeting will be made available to the Bement Education Association within seven days. These minutes will be subject to correction and approval at the next regularly scheduled board meeting.
- 2.4 One copy of the Board meeting agenda and one copy of the Board meeting minutes shall be posted on the teachers' bulletin board in the office of each building.
- 2.5 The Association shall have a total of four (4) days per year release time without loss of salary for Association members to use for Association business providing the Association reimburse the District for the cost of the substitutes. Written notification for leave shall be submitted to the Superintendent five (5) days in advance, except in emergencies. In cases of emergency, leave shall be granted only if substitutes are available.
- 2.6 The Association shall have the use of the following as long as teachers are under regular working conditions:
  - a. The use of school buildings year-round for meetings as long as it does not conflict with school activities and with the permission of the Superintendent.
  - b. The use of employee mailboxes, inter-school mail, and teachers' lounge bulletin boards for Association information.
  - c. The use of school office equipment if not being used for school use and with the permission of the building principal.
- 2.7 Duly authorized representatives of the Association shall be permitted to transact official Association business on school property so long as such business does not interfere with regular or extracurricular activities.

## Article III

### Hours and Working Conditions

- 3.1a The work day for bargaining unit members shall be seven and two-thirds hours (7 2/3) including lunch time. Employees shall be required to report to work no earlier than 7:50 a.m. and shall be permitted to leave work at 3:30 p.m. On days when meetings (regularly scheduled teacher meetings, special education staffings, or emergency meetings) are scheduled, the work day may begin no earlier than 7:40 a.m. and end no later than 3:40 p.m. On Fridays and on days preceding holidays and vacation, the bargaining unit member's day shall end five minutes after pupils are dismissed. On School Improvement Days (SIP), and In-Service days and no student attendance days, teachers will be dismissed at 3:15 p.m. On the school day before Easter holidays, school will be dismissed at 2:00 p.m., unless that day is a SIP day in which case the teachers will be dismissed at 3:15 p.m. In the event school is in session the Wednesday before Thanksgiving, school will be dismissed at 2:00 p.m., otherwise, Tuesday will be a regular attendance day. In emergencies the Superintendent may change arrival and departure times. If students are released early because of weather or emergency conditions, the bargaining unit member's day shall end when the buses have left.
- 3.1b Elementary teachers shall be required, upon the request of the building principal, to attend the Christmas concerts. Each teacher so requested, excluding those receiving a stipend for that activity shall receive 60 minutes of release time, to be taken in 10 minute increments, for each of these events. This release time shall be used from 3:20 to 3:30 p.m., during the regular school week, and only with the notification and approval of the building principal.
- 3.1c Teachers shall be required to attend the yearly Open House. The time spent at Open House shall be compensated to the Bement Education Association in the form of the time for their regular monthly meetings. This regular monthly meeting shall begin at a time agreed to by the Superintendent. Any meetings beyond the one regular monthly meeting shall be permitted with the permission of the Superintendent.
- 3.1d If teachers are needed to cover for another teacher (taking their class), and this takes the covering teacher's preparation period, they shall be compensated at a rate of Fifteen Dollars (\$15.00) per hour for such time.
- 3.1e Teachers shall be required to attend either the eighth grade promotion exercise or the high school graduation ceremony. A personal day will be deducted if the teacher does not attend at least one of these events. In the event that a teacher does not attend either one of the ceremonies and a teacher has used all personal days allotted to him/her, the school district will deduct the amount equivalent to one day of substitute pay from his/her paycheck.
- 3.1f If teachers are needed to cover lunch/recess supervision not normally included in their assigned duties, they shall be compensated at a rate of Fifteen Dollars (\$15.00) per day.

- 3.1g High school teachers shall be required, upon request of the building principal, to attend the High School Honors Night. Each teacher so requested, excluding those receiving a stipend for that activity shall receive 60 minutes of release time, to be taken in 10 minute increments, for each of these events. This release time shall be used from 3:20-3:30 p.m., during the regular school week, and only with the notification and approval of the building principal.
- 3.2 Work Year - The teacher work year shall not exceed 180 days. A committee composed of two BEA officers and one member of the bargaining team shall meet with the Superintendent in an advisory capacity prior to the development of the school calendar.
- 3.3 The normal weekly teaching load will not exceed thirty (30) hours of regular student contact per week. Middle and high school teachers will receive five (5) unassigned preparation periods. Assignment to a supervised study period shall be considered as student contact time for purposes of this article. A teacher who teaches an additional class before or after the regular school day shall receive 1/14<sup>th</sup> of his/her salary for that semester, assuming that class meets daily for 48 minutes per day for the full semester. (The amount will be pro-rated if the class time is less.)
- 3.4 Each elementary teacher will be provided with a minimum of thirty minutes (30) per day for preparation and planning time. When possible, the thirty minutes of preparation and planning time shall be consecutive and not include the individual teacher's lunch period.
- 3.5 Teachers shall be responsible for the supervision of school property and for the supervision of school children wherever they may be, at whatever time, when at school related circumstances.
- 3.6 Teacher shall be responsible for proper student behavior within their classrooms and shall accept corridor and playground supervision when such supervision is needed for the safety and control of the students.
- 3.7 Teachers shall be notified of their extracurricular and teaching assignment changes during a face-to-face meeting between the affected teacher and the administrator and in writing by June 15<sup>th</sup>. Should changes become necessary after June 15<sup>th</sup>, the affected teachers will be notified within a reasonable length of time.
- 3.8 Teaching Load and Class Size - The Board of Education agrees to use the following guidelines in considering class size:
- a. The Board of Education agrees to give special emphasis in planning class size to the elementary levels K-5;
  - b. The Board of Education recognizes that class size optimums are for the benefit of the children and their educational welfare;



- c. The Board of Education agrees to be aggressive in working to maintain optimal class size levels;
- d. All final decisions on class size will be made by the Board acting in the best interest of the pupils.
- e. Regular education teachers who teach an elementary split grade class or a high school multi-course period that requires separate lesson planning and evaluation will receive a \$1000 stipend.

3.9 When schools are closed to students on emergency days, teachers shall not be required to report for duty.

3.10 ***Extracurricular Assignments***

- a. Volunteers will be sought and considered prior to making extracurricular assignments. Extracurricular compensation shall be in accordance with Appendix C and D.
- b. An assistant coach in middle school boys and girls basketball will be hired on an as needed basis, to be determined by the school's athletic director, at the appropriate stipend.
- c. Employees who are paid for extracurricular assignments may request payment be made in one of two ways:
  1. Added to the employee's salary and paid in the regular paycheck.
  2. Payment in full at the completion of the activity.

3.11 ***Vacancy Notice***

- a. Whenever a teacher vacancy exists or a new position is created the Superintendent or his/her assignee shall post notice of the vacancy within three (3) working days. Posting shall be made in each office and to each teacher (through voice mail, email or in mailboxes) and a copy given to the Association President. Vacancies occurring over the summer shall be communicated to the Association President in a timely manner.
- b. Teachers with proper certification who are interested in such vacancies shall apply to the Superintendent in writing within five (5) working days of the date of posting. Except in an emergency, the Board shall make no assignment to such posted vacancy during the ten (10) working days following the initial posting.
- c. Faculty members will be sought and considered prior to making extracurricular assignments. Extra compensation shall be in accordance with Appendix C and D.
- d. Any extracurricular vacancy or newly created position will be posted as stated in 3.11a.

### 3.12 ***Professional Conference Attendance***

Teachers may be granted permission to attend professional conferences and workshops or to visit other schools or classrooms during school time without loss of pay or benefits.

- a. Conference attendance shall be limited to the teacher's teaching field or extracurricular assignment.
- b. Requests to attend professional conferences shall be made at least two weeks in advance to the Principal for approval by the Superintendent.
- c. Teachers shall be limited to one two-day (overnight), or two one-day conferences per year in their teaching field, and one extracurricular conference every other year with Superintendent approval.
- d. Subsections a. through c., above, may be modified if the Superintendent determines that conference attendance is in the best interest of the District.
- e. Coaches may attend sports clinics provided they attend a conference in their teaching field, at least once every three years.

### 3.13 ***Reduction in Force***

- a. The immediate supervisor, after receiving the approval of the employee, will put a letter of recommendation in the file of any employee who is reduced-in-force and has achieved contractual continued service status.
- b. An employee who was reduced-in-force shall provide the District with their residence address during any recall period. If any employee is recalled, the Board shall notify the employee in writing, by certified mail, return receipt requested of the recall. The employee shall notify the Board with fifteen (15) days of receipt of the notice of the acceptance of the recall offer or fifteen (15) days prior to the commencement of the school year, whichever period is earlier. Any employee who does not respond to the notice of recall will be deemed to have rejected the offer of recall. A refusal of the recall offer shall terminate the employee's recall rights.

3.14 The professional development days in the school calendar, as provided by state law, for in-service training, shall be planned by the administration with input from the teacher leadership team.

3.15 If a special education teacher has more than twenty (20) students on his/her caseload, then the teacher will be granted up to one (1) day per semester release time for the purpose of completing required paperwork.

## Article IV

### Evaluation Process

#### 4.1 *Evaluation Cycle*

- a. Evaluations must be completed prior to March 1 of each school year.
- b. Tenured Teachers: Each teacher in contractual continued service will be evaluated at least once every two school years.

#### 4.2 *Criteria for the Selection of Teachers for Evaluation*

- a. Non-tenured teachers shall be evaluated at least twice each year.
  - b. Tenured Teachers:
    1. At least one-half of the tenured staff will be evaluated each year.
    2. In addition, tenured teachers who were recommended for a continued evaluation in the prior year will be evaluated. Tenured teachers who received a rating of “needs improvement” or “unsatisfactory” on the previous year’s rating shall be evaluated in the next school year after receiving that rating.
- 4.3 Employees will be given copies of the evaluation procedures and instrument separate from this contract and board policy.

## Article V

### Leaves

#### 5.1 *Sick Leave*

Each teacher shall be entitled to the following normal annual allotment of sick leave:

Each teacher with less than 15 years of service to the district shall be granted 14 days sick leave per year. Teachers with 15 or more years of service shall be entitled to the following normal annual allotment of sick leave:

Years of Service To District	Days of Sick Leave Per Year
15	15
16	16
17	17
18	18
19	19
20	20
21	21
22	22
23	23
24	24
25	25
26	26
27	27
28	28
29	29
30	30
31	31
32	32
33	33
34	34
35 or more	35

If an employee does not use any sick leave days during the school year, he/she will receive compensation equal to one day's substitute teacher pay. The leave days may be used by a bargaining unit member for the following reasons and subject to the following conditions:

#### a. Personal Illness or Disability

The employee may use all of any portion of his/her leave to recover from his/her own illness or disability, which shall include, in part, all disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery there from, and all other purposes provided by law.

b. Medical or Nursing Care

The employee may use leave days to make arrangement for medical or nursing care for a member of his/her immediate family. Immediate family shall be interpreted as brothers, sisters, parents, spouse, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians.

- c. Illness or Death in the Immediate Family – Each full-time employee shall be entitled to a maximum of one (1) school day per school year with pay, not subtracted from sick leave, for the death of a member of the immediate family as defined in 5.1.b. If a teacher needs additional days for such death, sick leave may be used.

Teachers may use sick leave for illness or death in the immediate family as defined in 5.1b above.

d. Deaths Other Than Immediate Family

The employee may use one (1) day per death to attend the funeral of any person.

e. Severe Weather

Teachers who are unable to come to work because of severe weather, having used all paid personal leave days, may use sick days with the approval of the Superintendent.

f. Physician's Statement

Any absence of more than three (3) consecutive days for personal illness or thirty (30) days for childbirth shall be accompanied by a certificate from a physician or other medical provider as described in Section 24-6 of the School Code as a basis for pay. The Board may require a certificate from a physician or medical provider as it deems necessary in other cases, in which case the Board shall pay the expenses incurred by the teacher obtaining the same.

- 5.2 The employer shall furnish each employee with a written statement at the beginning of each work year setting forth the total sick leave credit.

5.3 ***Personal Business***

At the beginning of each school year, each teacher shall be credited with three (3) days to be used for personal business. Teachers are allowed to carry forward one unused personal leave day per year to the next contract year. Teachers may not use any more than three (3) personal leave days per year without the consent of the Superintendent. A personal business day may be used for any purpose at the discretion of the teacher. Personal leave days may not be used on the last day before or the first day after a vacation or holiday.

Exceptions may be granted by the Superintendent in the case of an emergency. The three (3) days may be used in half-day increments when substitutes are available and with the approval of the Principal. A teacher planning to use a personal business leave day or days shall notify his/her principal or supervisor at least three (3) days in advance, except in cases of emergency. Personal business leave days shall be available for the practice of individual religious preferences. The teacher will be reimbursed in the amount of a substitute's pay for each day not used. Teachers will have the option of adding unused personal leave days to their accumulated sick days.

5.4 ***Leaves - Unpaid***

Each teacher will be granted up to two unpaid personal leave days per school year; provided that application is made to the Superintendent and Board approval is given prior to the leave.

5.5 ***Jury Duty and Court Subpoena***

Teachers summoned to jury duty or issued a court subpoena shall be paid full salary for each working day of absence provided that the teacher pays the District the jury fee or witness fee, not including payments for mileage or other expenses. This provision is not applicable if the teacher is a witness against the School District, the Board of Education, or its representatives.

5.6 ***Perfect Attendance Bonus***

Any employee who does not use any leave days under the Article in any school year shall receive a bonus of \$250, which shall be paid in a separate check at the same time as the employee's last paycheck for that school year. Provided, however, the bonus shall not cause the employee's creditable earnings to exceed an increase of more than six percent (6%) or the maximum amount allowable without the Board incurring a TRS employer contribution, whichever is less, over the previous year's earnings in any of the employee's last four (4) years of service.

## Article VI

### Grievance Procedure

#### 6.1 *Definitions*

- a. Any claim by the Association or any employees that there has been a violation, misrepresentation, misapplication of the terms of this agreement.
- b. All time limits consist of school days. Except when a grievance is submitted fewer than ten (10) days before the close of the current school term, then time limits shall consist of all week days when school office is open.

#### 6.2 *Procedures*

The parties acknowledge that it is usually most desirable for an employee and the employee's immediate involved supervisor to resolve problems through free and informal communications. When requested by the employee, an Association representative may accompany the employee to assist in the informal resolution of the grievance. If, however, the informal process fails to satisfy the employee or the Association, a grievance may be processed as follows:

- a. Step I – The employee or the Association may present the grievance in writing to the building principal within ten (10) days of the event. The building principal will arrange for a meeting to take place within ten (10) days after receipt of the grievance. The Association's representative, the grievant, and the principal shall be present for the meeting. Within five (5) days of the meeting, the grievant and the Association shall be provided with the principal's written response, including the reasons for the decision.
- b. Step II – If the grievance is not resolved at Step I, then the grievant or the Association Representative may refer the grievance to the Superintendent or his assignee with ten (10) days after the receipt of the Step I answer. The Superintendent shall arrange with the grievant or the Association representative for a meeting to take place within five (5) days of the Superintendent's receipt of the appeal. Each party shall have the right to representation. Within ten (10) days of the meeting, the Association shall be provided with the Superintendent's receipt of the appeal. Each party shall have the right to representation. Within ten (10) days of the meeting, the Association shall be provided with the Superintendent's written response, including the reasons for the decision.
- c. Step III – If the association is not satisfied with the disposition of the grievance at Step II, the Association may submit the grievance to final and binding arbitration through the American Arbitration Association which shall act as the administrator of the proceedings.

If a demand for arbitration is not filed within thirty (30) days of the date for the Step II answer, then the grievance shall be deemed withdrawn.

If a demand for arbitration is not filed within thirty (30) days of the date for the Step II answer, then the grievance shall be deemed withdrawn.

1. Neither the Board nor the Association shall be permitted to assert any grounds or evidence before the arbitrator which was not previously disclosed to the other party.
2. The arbitrator shall have no power to alter the terms of this agreement.
3. The fees and the expenses of the arbitrator shall be shared equally.

**6.3 *Class Grievance***

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 II.

**6.4 *Association Participation – Employee Represented***

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

**6.5 *Association Participation – Employee Not Represented***

When an employee is not represented by the Association, the Association shall reserve the right to have its representative present to state its views at any stage of the grievance procedure.

**6.6 *Filing of Materials***

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

**6.7 *Grievance Withdrawal***

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

**6.8 *No Written Response***

If no written decision has been rendered within the time limits indicated by a step, then the grievance may be processed to the next step.



## Article VII

### **Salary, Compensation, and Fringe Benefits**

#### **7.1 *Salary Schedule***

- a. The salary schedules for the 2019-2022 school years are attached as Appendix A, B, C and D are agreed to and made a part of this agreement.
- b. If the Illinois General Assembly increases the state minimum salary to a level in excess of the minimum salary of Bement Community Unit School District 5 while this agreement is in effect, negotiations on salary may be reopened.

#### **7.2 *Group Medical Health Insurance***

The Board shall pay up to \$600 per month in the 2019-2020 school year, up to \$630 per month in the 2020-2021 school year and up to \$660 per month in the 2021-2022 school year toward each teacher's individual insurance premium.

#### **7.3 *Credit Earned Beyond Degree***

- a. Credit earned, if applied for and validated with transcripts prior to September 1<sup>st</sup> will count in determining the employee's place on the salary schedule for the school year. The Superintendent must pre-approve the graduate course prior to acceptance for salary schedule purpose.
- b. Horizontal advancement on the salary schedule shall occur when Superintendent approved graduate courses from a college/university accredited by the State of Illinois are earned according to the following criteria:
  1. Classes do not have to be a part of an approved advanced degree program to go from BA to BA+8.
  2. Classes must be a part of an approved advanced degree program to go from BA+8 to BA+16, BA+16 to BA+24, BA+24 to MA, MA to MA+8, MA+8 to MA+16, and MA+16 to MA+24.
  3. Advancement if any, on the salary schedule shall occur only at the beginning of the school term.
  4. Online courses and online programs must be from a college or university accredited by the State of Illinois.
  5. Advancement will occur when a teacher completes graduate or undergraduate work requested by the District and approved by the Superintendent.

Teachers earning approved credit from a college or university accredited by the State of Illinois in accordance with the above criteria, shall be reimbursed at the rate of \$100 per credit hour subject to the following conditions:

1. A limit of twelve (12) semester credit hours during a period from September 1 through August 31 of the following year.
2. Courses must have the prior approval of the Superintendent.

3. Payment shall be made following the submission or evidence of successful complete of the coursework (Grade A or B).

#### 7.4 ***Teacher Retirement***

- a. In addition to the salary paid according to the salary schedule and the extra-duty schedule, the Board will pick up and pay the employee's contributions in accordance with IRS Ruling 81-36 to the Illinois Teachers' Retirement System up to a 2% increase over the current TRS additive factor (9.8901%). The Board will also pay the full employee's contribution to the Teachers' Health Insurance Fund up to a total of 1%.
- b. Upon the receipt of an irrevocable letter of resignation from a veteran teacher with a minimum of fifteen (15) years within the district by August 1<sup>st</sup> three (3) school years prior to the year of retirement, the Board shall pay him/her a four percent (4%) retirement incentive, or the maximum amount allowable without the Board incurring a TRS employer contribution, whichever is less, inclusive of any other increases in compensation for each of his/her remaining three years of service.

Upon the receipt of an irrevocable letter of resignation from a veteran teacher with a minimum of fifteen (15) years within the district by August 1<sup>st</sup> two (2) school years prior to the year of retirement, the Board shall pay him/her a four percent (4%) retirement incentive, or the maximum amount allowable without the Board incurring a TRS employer contribution, whichever is less, inclusive of any other increases in compensation for each of his/her remaining two years of service.

Upon the receipt of an irrevocable letter of resignation from a veteran teacher with a minimum of fifteen (15) years within the district by August 1<sup>st</sup> one (1) school year prior to the year of retirement, the Board shall pay him/her a four percent (4%) retirement incentive, or the maximum amount allowable without the Board incurring a TRS employer contribution, whichever is less, inclusive of any other increases in compensation for each of his/her remaining one year of service.

Once an employee submits an irrevocable notice of retirement by August 1<sup>st</sup> that employee shall be removed from all salary schedules contained in the Appendices. All calculations for salary increases will be based on the Teachers Retirement System (TRS) creditable earnings in the year prior to the submission of the irrevocable notice of retirement. Once the employee submits an irrevocable notice of retirement in no case will the employee's TRS creditable earnings increase exceed six percent (6%) or the maximum amount allowable without the Board incurring a TRS employer contribution, whichever is less, of the previous year.

If after submitting an irrevocable notice of retirement by August 1<sup>st</sup> the employee resigns from, or is dismissed from activities covered in the Appendices of this Agreement, the retirement incentive for the employee will be recalculated accordingly.

- c. The parties agree that the increase in payment of any employee pursuant to this Agreement shall be limited to the portion (if any) which avoids an overall increase in creditable earnings to the employee of more than six percent (6%) or the maximum amount allowable without the Board incurring a TRS employer contribution, whichever is less, from the preceding year, and which avoids any TRS penalty to be paid by the District.

The parties agree that the payment of any employee pursuant to this Agreement shall be limited to the portion (if any) of such payment which does not cause the District to incur a TRS penalty. The parties agree that any employee shall be responsible for providing and sharing information with the District regarding any retirement costs and/or penalties, and to provide proof to the District that the employee's retirement shall not cause a penalty to the District, in order to be eligible for such payment.

- d. No teacher who is within ten (10) years of eligibility for retirement shall receive an increase in TRS reportable compensation of more than six percent (6%) or the maximum amount allowable without the Board incurring a TRS employer contribution, whichever is less, annually. In the event that a teacher, through movement on the salary schedule, would otherwise receive an increase greater than six percent (6%), or the maximum amount allowable without the Board incurring a TRS employer contribution, whichever is less, and is within ten (10) years of retirement, he/she shall receive a six percent (6%) increase or the maximum amount allowable without the Board incurring a TRS employer contribution, whichever is less, each year until the teacher is receiving the appropriate salary increase for his/her education and experience steps.

The Board will indemnify the Association in the event that a charge of discrimination is filed by or on behalf of an employee against the Association regarding the implementation of this section.

#### 7.5 ***Professional Conference Expenses***

The Board shall pay expenses to attend approved conferences approved in advance by the Superintendent.

- a. Single Day
  1. Registration fee and CPDU management fees paid.
  2. Mileage at current rate set by the IRS.
  3. Lunch up to \$10 if not covered by the registration fee.
- b. Two Day (Overnight)
  1. Registration fee and CPDU management fees paid.
  2. Mileage at current rate set by the IRS.
  3. Up to \$250 for meals and lodging.

- c. For overnight clinics/conferences that require more than one night's stay, the Board will pay the second night's stay with the approval of the Superintendent.
- d. Payment shall be from expense reports submitted by the teacher. Expense reports shall show the appropriate receipts.

7.6 ***Military Service***

Employees with military service that interrupted their teaching experience will be given credit for experience on the salary schedule at the rate of one (1) year of teaching experience for two (2) years of military service for a maximum of two (2) years teaching experience credit.

7.7 ***Transfer of Teaching Experience***

An employee coming into the district will receive credit for his/her teaching experience up to a maximum of twelve (12) years.

7.8 ***Teacher Salary Payments***

Teachers shall be paid on the 15<sup>th</sup> and the last day of the month, over 24 paydays. The first payday for the school year shall be on September 15. If the 15<sup>th</sup> or the last day of the month occurs on a Saturday, Sunday, or a holiday, paychecks shall be deposited on the last workday prior to that date. The December 31<sup>st</sup> check shall be deposited on December 15.

New employees will have the option of receiving an advance of \$350 on August 31, to be deducted from the September 15 paycheck.

All employees shall have their paycheck directly deposited into a bank or financial institution selected by the employee.

7.9 ***Part-Time Teachers***

Part-time teachers shall receive salary and benefits in proportion to the hours scheduled to work. Full compensation will be paid for any extracurricular assignments.

7.10 ***Extended Contract***

Any teacher accepting an extended teaching contract will be paid on a per diem basis. An extended contract consists of an extension of the 180 day teacher's contract. It does not include any extracurricular duties. The per diem rate will be determined by dividing the teacher's base salary, excluding any extracurricular stipends, by 180.

7.11 ***National Board Certification***

Upon earning national board certification, a teacher will receive an additional \$1000 during each year the certificate is valid.

7.12 ***Hiring Bonus***

If the Board is unable to fill a vacant position with a suitable candidate after posting a vacancy notice as required in Section 3.11, the Board may, in its discretion, pay a one-time signing bonus of up to Five Thousand Dollars (\$5,000) to assist in employing a qualified applicant. The Board shall notify the Association whenever it deems it necessary to implement this provision.

7.13 ***Loyalty Bonus***

Any employee who was completed ten (10) years of full-time service to the District shall receive a one-time payment of Five Hundred Dollars (\$500) on September 15 of the next school year, provided the employee is still employed in the District. Any employee who has completed twenty (20) years of full-time service to the District shall receive a one-time payment of One Thousand Dollars (\$1,000) on September 15 of the next school year, provided the employee is still employed in the District.

## Article VIII

### **Board Rights**

#### 8.1 ***Board Authority and Management Rights***

It is the law of the State of Illinois that the administration of school policy, the operation and management of the schools and the direction of employees are vested exclusively in the Board. It is the duty of all employees to carry out the policies and regulations as stipulated by the Board. The decision of the Board of Education in matters pertaining to the operation and management of the schools and the direction of employees shall be final.

It is expressly understood and agreed that all functions, rights, powers or authority of the Administration of the school district and the Board of Education which are not specifically limited by the express language of this agreement are retained by the Board, provided, however, that no such right shall be exercised so as to violation any of the specific provisions of this agreement.

#### 8.2 ***Waiver of Additional Bargaining***

- a. The parties hereby acknowledge that the terms and conditions included in this agreement represent the full and complete understanding between the parties. The Board and the Association, for the life of this agreement, each waives any obligation to bargain collectively with respect to any subject or matter that may or may not have been known to either or both of the parties at the time this agreement was negotiated or signed and that any bargaining will be limited to a successor agreement, except that with the written mutual consent of both parties, such matters may be discussed and the agreement modified.
- b. Any waiver to add or change any part of this agreement that is requested by the Board must be voted on by the Bement Education Association membership. Furthermore, that change or addition must be addressed when negotiating the next contract.

# Article IX

## Terms of Agreement

### 9.1 ***No Strike***

During the term of this agreement, teachers shall not participate in a strike in whole or in part. Strike means a teacher's refusal in concerted action with others to report for duty, or his or her willful absence from his or her position, or his or her stoppage of work, or his or her absence in whole or in part from the full, faithful or proper performance of his or her duties of employment, for the purpose of inducing, influencing or coercing a change in the conditions, compensation, rights, privileges or obligations of public employment.

### 9.2 ***This Supersedes Previous Agreements***

This agreement supersedes and nullifies all previous written agreements between the Board and the Association.

### 9.3 ***Separability***

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 for the duration of this agreement.

### 9.4 ***Duration of Agreement***

This agreement shall be effective September 1, 2019 and shall continue in effect until August 31, 2022.

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

In witness thereof:

For the Bement Education Association

For the Board of Education Bement C.U.S.D. 5

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Secretary

## Appendix A

<b>2019-2020 Salary Schedule</b>							
	<b>BS</b>	<b>8</b>	<b>16</b>	<b>24</b>	<b>MS</b>	<b>8</b>	<b>16</b>
<b>1-2</b>	31,735	32,340	32,945	33,550	35,065	35,670	36,275
<b>3</b>	32,340	32,945	33,550	34,155	35,670	36,275	36,880
<b>4</b>	32,970	33,575	34,180	34,785	36,405	37,010	37,615
<b>5</b>	33,600	34,205	34,810	35,415	37,140	37,745	38,350
<b>6</b>	34,230	34,835	35,440	36,045	37,875	38,480	39,085
<b>7</b>	34,860	35,465	36,070	36,675	38,610	39,215	39,820
<b>8</b>	35,490	36,095	36,700	37,305	39,345	39,950	40,555
<b>9</b>	36,120	36,725	37,330	37,935	40,080	40,685	41,290
<b>10</b>	36,780	37,385	37,990	38,595	40,840	41,445	42,050
<b>11</b>	37,440	38,045	38,650	39,255	41,600	42,205	42,810
<b>12</b>	38,100	38,705	39,310	39,915	42,360	42,965	43,570
<b>13</b>	38,905	39,525	40,150	40,780	43,265	43,870	44,475
<b>14</b>	39,710	40,345	40,990	41,645	44,170	44,775	45,380
<b>15</b>	40,515	41,165	41,830	42,510	45,075	45,680	46,285
<b>16</b>	41,320	41,985	42,670	43,375	45,980	46,585	47,190
<b>17</b>	42,125	42,805	43,510	44,240	46,885	47,490	48,095
<b>18</b>	42,930	43,625	44,350	45,105	47,790	48,395	49,000
<b>19</b>	43,735	44,445	45,190	45,970	48,695	49,300	49,905
<b>20</b>		45,265	46,030	46,835	49,600	50,205	50,810
<b>21</b>			46,870	47,700	50,505	51,110	51,715
<b>22</b>				48,565	51,410	52,015	52,620
<b>23</b>					52,315	52,920	53,525
<b>24</b>					53,220	53,825	54,430
	500	525	550	575	625	650	675



## Appendix B

<b>2019-2020 Salary Schedule with TRS</b>							
	<b>BS</b>	<b>8</b>	<b>16</b>	<b>24</b>	<b>MS</b>	<b>8</b>	<b>16</b>
<b>1-2</b>	34,874	35,538	36,203	36,868	38,533	39,198	39,863
<b>3</b>	35,538	36,203	36,868	37,533	39,198	39,863	40,527
<b>4</b>	36,231	36,896	37,560	38,225	40,005	40,670	41,335
<b>5</b>	36,923	37,588	38,253	38,918	40,813	41,478	42,143
<b>6</b>	37,615	38,280	38,945	39,610	41,621	42,286	42,951
<b>7</b>	38,308	38,973	39,637	40,302	42,429	43,093	43,758
<b>8</b>	39,000	39,665	40,330	40,995	43,236	43,901	44,566
<b>9</b>	39,692	40,357	41,022	41,687	44,044	44,709	45,374
<b>10</b>	40,418	41,082	41,747	42,412	44,879	45,544	46,209
<b>11</b>	41,143	41,808	42,473	43,137	45,714	46,379	47,044
<b>12</b>	41,868	42,533	43,198	43,863	46,549	47,214	47,879
<b>13</b>	42,753	43,434	44,121	44,813	47,544	48,209	48,874
<b>14</b>	43,637	44,335	45,044	45,764	48,538	49,203	49,868
<b>15</b>	44,522	45,236	45,967	46,714	49,533	50,198	50,863
<b>16</b>	45,407	46,137	46,890	47,665	50,527	51,192	51,857
<b>17</b>	46,291	47,038	47,813	48,615	51,522	52,187	52,852
<b>18</b>	47,176	47,940	48,736	49,566	52,516	53,181	53,846
<b>19</b>	48,060	48,841	49,659	50,516	53,511	54,176	54,841
<b>20</b>		49,742	50,582	51,467	54,505	55,170	55,835
<b>21</b>			51,505	52,418	55,500	56,165	56,830
<b>22</b>				53,368	56,495	57,159	57,824
<b>23</b>					57,489	58,154	58,819
<b>24</b>					58,484	59,148	59,813
	500	525	550	575	625	650	675

## Appendix C

2020-2021 Salary Schedule							
	BS	8	16	24	MS	8	16
<b>1</b>	32,235	32,840	33,445	34,050	35,565	36,170	36,775
<b>2</b>	32,840	33,445	34,050	34,655	36,170	36,775	37,380
<b>3</b>	33,470	34,075	34,680	35,285	36,905	37,510	38,115
<b>4</b>	34,100	34,705	35,310	35,915	37,640	38,245	38,850
<b>5</b>	34,730	35,335	35,940	36,545	38,375	38,980	39,585
<b>6</b>	35,360	35,965	36,570	37,175	39,110	39,715	40,320
<b>7</b>	35,990	36,595	37,200	37,805	39,845	40,450	41,055
<b>8</b>	36,620	37,225	37,830	38,435	40,580	41,185	41,790
<b>9</b>	37,280	37,885	38,490	39,095	41,340	41,945	42,550
<b>10</b>	37,940	38,545	39,150	39,755	42,100	42,705	43,310
<b>11</b>	38,600	39,205	39,810	40,415	42,860	43,465	44,070
<b>12</b>	39,405	40,025	40,650	41,280	43,765	44,370	44,975
<b>13</b>	40,210	40,845	41,490	42,145	44,670	45,275	45,880
<b>14</b>	41,015	41,665	42,330	43,010	45,575	46,180	46,785
<b>15</b>	41,820	42,485	43,170	43,875	46,480	47,085	47,690
<b>16</b>	42,625	43,305	44,010	44,740	47,385	47,990	48,595
<b>17</b>	43,430	44,125	44,850	45,605	48,290	48,895	49,500
<b>18</b>	44,235	44,945	45,690	46,470	49,195	49,800	50,405
<b>19</b>		45,765	46,530	47,335	50,100	50,705	51,310
<b>20</b>			47,370	48,200	51,005	51,610	52,215
<b>21</b>				49,065	51,910	52,515	53,120
<b>22</b>					52,815	53,420	54,025
<b>23</b>					53,720	54,325	54,930
	500	525	550	575	625	650	675

**Appendix D**

<b>2020-2021 Salary Schedule with TRS</b>							
	<b>BS</b>	<b>8</b>	<b>16</b>	<b>24</b>	<b>MS</b>	<b>8</b>	<b>16</b>
<b>1</b>	35,423	36,088	36,753	37,418	39,082	39,747	40,412
<b>2</b>	36,088	36,753	37,418	38,082	39,747	40,412	41,077
<b>3</b>	36,780	37,445	38,110	38,775	40,555	41,220	41,885
<b>4</b>	37,473	38,137	38,802	39,467	41,363	42,027	42,692
<b>5</b>	38,165	38,830	39,495	40,159	42,170	42,835	43,500
<b>6</b>	38,857	39,522	40,187	40,852	42,978	43,643	44,308
<b>7</b>	39,549	40,214	40,879	41,544	43,786	44,451	45,115
<b>8</b>	40,242	40,907	41,571	42,236	44,593	45,258	45,923
<b>9</b>	40,967	41,632	42,297	42,962	45,429	46,093	46,758
<b>10</b>	41,692	42,357	43,022	43,687	46,264	46,929	47,593
<b>11</b>	42,418	43,082	43,747	44,412	47,099	47,764	48,429
<b>12</b>	43,302	43,984	44,670	45,363	48,093	48,758	49,423
<b>13</b>	44,187	44,885	45,593	46,313	49,088	49,753	50,418
<b>14</b>	45,071	45,786	46,516	47,264	50,082	50,747	51,412
<b>15</b>	45,956	46,687	47,440	48,214	51,077	51,742	52,407
<b>16</b>	46,841	47,588	48,363	49,165	52,071	52,736	53,401
<b>17</b>	47,725	48,489	49,286	50,115	53,066	53,731	54,396
<b>18</b>	48,610	49,390	50,209	51,066	54,060	54,725	55,390
<b>19</b>		50,291	51,132	52,016	55,055	55,720	56,385
<b>20</b>			52,055	52,967	56,049	56,714	57,379
<b>21</b>				53,918	57,044	57,709	58,374
<b>22</b>					58,038	58,703	59,368
<b>23</b>					59,033	59,698	60,363
	500	525	550	575	625	650	675

## Appendix E

<b>2021-22 Salary Schedule</b>							
	<b>BS</b>	<b>8</b>	<b>16</b>	<b>24</b>	<b>MS</b>	<b>8</b>	<b>16</b>
<b>1</b>	32,735	33,340	33,945	34,550	36,065	36,670	37,275
<b>2</b>	33,340	33,945	34,575	35,180	36,800	37,405	38,010
<b>3</b>	33,970	34,575	35,205	35,810	37,535	38,140	38,745
<b>4</b>	34,600	35,205	35,835	36,440	38,270	38,875	39,480
<b>5</b>	35,230	35,835	36,465	37,070	39,005	39,610	40,215
<b>6</b>	35,860	36,465	37,095	37,700	39,740	40,345	40,950
<b>7</b>	36,490	37,095	37,725	38,330	40,475	41,080	41,685
<b>8</b>	37,120	37,725	38,385	38,990	41,235	41,840	42,445
<b>9</b>	37,780	38,385	39,045	39,650	41,995	42,600	43,205
<b>10</b>	38,440	39,045	39,705	40,310	42,755	43,360	43,965
<b>11</b>	39,100	39,705	40,545	41,175	43,660	44,265	44,870
<b>12</b>	39,905	40,525	41,385	42,040	44,565	45,170	45,775
<b>13</b>	40,710	41,345	42,225	42,905	45,470	46,075	46,680
<b>14</b>	41,515	42,165	43,065	43,770	46,375	46,980	47,585
<b>15</b>	42,320	42,985	43,905	44,635	47,280	47,885	48,490
<b>16</b>	43,125	43,805	44,745	45,500	48,185	48,790	49,395
<b>17</b>	43,930	44,625	45,585	46,365	49,090	49,695	50,300
<b>18</b>	44,735	45,445	46,425	47,230	49,995	50,600	51,205
<b>19</b>		46,265	47,265	48,095	50,900	51,505	52,110
<b>20</b>			48,105	48,960	51,805	52,410	53,015
<b>21</b>				49,825	52,710	53,315	53,920
<b>22</b>					53,615	54,220	54,825
<b>23</b>					54,520	55,125	55,730
	500	525	550	575	625	650	675

## Appendix F

<b>2021-22 Salary Schedule with TRS</b>							
	<b>BS</b>	<b>8</b>	<b>16</b>	<b>24</b>	<b>MS</b>	<b>8</b>	<b>16</b>
<b>1</b>	35,973	36,637	37,302	37,967	39,632	40,297	40,962
<b>2</b>	36,637	37,302	37,995	38,659	40,440	41,104	41,769
<b>3</b>	37,330	37,995	38,687	39,352	41,247	41,912	42,577
<b>4</b>	38,022	38,687	39,379	40,044	42,055	42,720	43,385
<b>5</b>	38,714	39,379	40,071	40,736	42,863	43,527	44,192
<b>6</b>	39,407	40,071	40,764	41,429	43,670	44,335	45,000
<b>7</b>	40,099	40,764	41,456	42,121	44,478	45,143	45,808
<b>8</b>	40,791	41,456	42,181	42,846	45,313	45,978	46,643
<b>9</b>	41,516	42,181	42,907	43,571	46,148	46,813	47,478
<b>10</b>	42,242	42,907	43,632	44,297	46,984	47,648	48,313
<b>11</b>	42,967	43,632	44,555	45,247	47,978	48,643	49,308
<b>12</b>	43,852	44,533	45,478	46,198	48,973	49,637	50,302
<b>13</b>	44,736	45,434	46,401	47,148	49,967	50,632	51,297
<b>14</b>	45,621	46,335	47,324	48,099	50,962	51,626	52,291
<b>15</b>	46,505	47,236	48,247	49,049	51,956	52,621	53,286
<b>16</b>	47,390	48,137	49,170	50,000	52,951	53,615	54,280
<b>17</b>	48,275	49,038	50,093	50,951	53,945	54,610	55,275
<b>18</b>	49,159	49,940	51,016	51,901	54,940	55,604	56,269
<b>19</b>		50,841	51,940	52,852	55,934	56,599	57,264
<b>20</b>			52,863	53,802	56,929	57,593	58,258
<b>21</b>				54,753	57,923	58,588	59,253
<b>22</b>					58,918	59,582	60,247
<b>23</b>					59,912	60,577	61,242
	500	525	550	575	625	650	675

## Appendix G

\*Contingent upon sufficient numbers to field a team (golf only).

<b>High School Stipends</b>	<b>% of Base</b>	<b>19-20</b>	<b>20-21</b>	<b>21-22</b>
Head Football	15%	4,760	4,835	4,910
Head Basketball	15%	4,760	4,835	4,910
Head Volleyball	15%	4,760	4,835	4,910
Cheerleading	9%	2,856	2,901	2,946
Football Assistant	9%	2,856	2,901	2,946
Head Baseball/Softball	9%	2,856	2,901	2,946
Basketball Assistant	9%	2,856	2,901	2,946
Volleyball Assistant	9%	2,856	2,901	2,946
Yearbook Advisor	7%	2,221	2,256	2,291
Service Learning Advisor	7%	2,221	2,256	2,291
Combined Track	6%	1,904	1,934	1,964
Baseball/Softball Assistant (2)	6%	1,904	1,934	1,964
FCCLA	4%	1,269	1,289	1,309
Lifesavers	4%	1,269	1,289	1,309
Student Council	3.25%	1,031	1,048	1,064
Prom Sponsor (2)	3%	952	967	982
Cross Country	2.5%	793	806	818
Golf*	2.5%	793	806	818
Scholastic Bowl	2.5%	793	806	818
IT Sponsor	2.5%	793	806	818
Math Club	2.5%	793	806	818
Art Club Advisor	2%	635	645	655
Newspaper Advisor	2%	635	645	655
Spanish Club Advisor	2%	635	645	655
National Honor Society	2%	635	645	655
Flags	2%	635	645	655
<b>Middle School Stipends</b>				
Head Basketball (2)	12%	3,808	3,868	3,928
Head Volleyball	12%	3,808	3,868	3,928
Track (2)	8%	2,539	2,579	2,619
MS Assistant Coach (3)	6%	1,904	1,934	1,964
Cheerleading	5%	1,587	1,612	1,637
Student Council	3.25%	1,031	1,048	1,064
Cross Country	2.5%	793	806	818
Scholastic Bowl	1.75%	555	564	573
<b>District-Wide Stipends</b>				
Information Technology	17.5%	5,554	5,641	5,729
Instrumental Music	9%	2,856	2,901	2,946
Webmaster	9%	2,856	2,901	2,946
Play	6%	1,904	1,934	1,964
Vocal Music	3%	952	967	982
Elementary Music	1.5%	476	484	491
Homebound				\$20 Per Hour
Homework Helper				\$20 Per Session