



AGREEMENT BETWEEN THE

**BEMENT CUSD 5
AND THE
BEMENT EDUCATION
ASSOCIATION**

2017-2019

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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.

2.8 ***Fair Share Payments***

- a. Each bargaining unit member, who is not a member of the Association, shall pay to the Association his/her fair share of the costs of services rendered by the local, state and national Association that are chargeable to non-members under state and federal law.
- b. The Board shall deduct the fair share fee from the wages of the non-member in the event that the bargaining unit member does not pay his/her fair share fee directly to the Association within a twenty-one (21) day period, and remit said fee to the Association, provided, however, that the Association shall submit to the Board an affidavit which specifies the amount constituting said fair share not exceeding the dues uniformly required of members of the Association, and which describes the rationale and method by which the fair share was determined, including the fair share.
- c. Such fee shall be paid to the Association by the Board no later than ten (10) days following deduction.
- d. The obligation to pay a fair share fee to the Association will not apply to any employee who, on the basis of a bonafide religious tenet or teaching of a church or religious body of which such employee is a member, objects to the payment of a fair share fee to the Association. In the event that a religious objection is filed by a non-member of the Association with the Association and collection made of the fair share fee, the Association will make payment in behalf of the employee to a mutually agreeable non-religious charitable organization.

2.9 ***Hold Harmless Provision***

- a. In the event of any legal action, or unfair labor practice charge against the Board, brought in a court, or before IELRB, the Association agrees to indemnify and hold harmless the Board from any liability, including attorneys' fees.
- b. Exception: It is expressly understood that this provision will not apply to any claim, suit, or other form of liability which may arise as a result of any type of willful misconduct by the Board's implementing the obligations imposed upon it by the Fair Share Article.

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. 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 Any teacher shall, with the consent of his/her building principal, receive as compensation personal business time equal to the amount of the time required to participate in a staff development session. It shall be required that the staff development program occur after regular school hours. Each staff member may accumulate up to one day of personal leave time (7 hours 40 minutes) per year. All contract language pertaining to personal business leave time found in section 5.3 will apply to these accumulated hours. Hours not used by the end of the year will not be carried over, but will be carried over as sick leave.
- 3.1e 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.
- 3.1f Any teacher who agrees to attend conferences or meetings beyond the workday (not otherwise compensated for by a stipend), will receive as compensation \$16.00 per hour for

each year of the contract. Any compensation received under 3.1f would disallow board credit under 7.3b.

- 3.1g 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.
- 3.1h 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.
- 3.2 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 1/14th 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 maximum 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 in writing of their extracurricular and teaching assignments by June 15th. Should changes become necessary after June 15th, 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. 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.

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

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. Additional Sick Days

In the event a teacher expends his/her accumulated sick day total, he/she may acquire up to three (3) additional sick days. The teacher accessing these three days will be docked at an amount equal to the substitute's pay for these three (3) additional days. These additional sick days shall not be accumulated.

g. 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 four unpaid personal leave days per school year; provided that application is made to the Superintendent and Board approval is given.

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%) 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.

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 2017-2019 school years are attached as Appendix A, B, and C 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 \$540 per month in the 2017-2018 school year and up to \$565 per month in the 2018-2019 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 1st 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 1st three (3) school years prior to the year of retirement, the Board shall pay him/her a four percent (4%) retirement incentive, 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 1st two (2) school years prior to the year of retirement, the Board shall pay him/her a four percent (4%) retirement incentive, 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 1st one (1) school year prior to the year of retirement, the Board shall pay him/her a four percent (4%) retirement incentive, 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 1st 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%) of the previous year.

If after submitting an irrevocable notice of retirement by August 1st 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%) 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%) annually. In the event that a teacher, through movement on the salary schedule, would otherwise receive an increase greater than six percent (6%), and is within ten (10) years of retirement, he/she shall receive a six percent (6%) increase 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 15th and the last day of the month, over 24 paydays. The first payday for the school year shall be on September 15. If the 15th or the last day of the month occurs on a Saturday, Sunday, or a holiday, paychecks shall be distributed on the last workday prior to that date. When school is not in session, checks will be available in the district office on scheduled pay dates. Alternately, teachers may address envelopes for mailing; check will be mailed when available, but not later than the schedule pay date. The December 31st check shall be distributed 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 has 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. Any employee who has completed either ten (10) or twenty (20) years of service prior to the 2017-2018 school year shall receive such payment on September 15, 2017, 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***

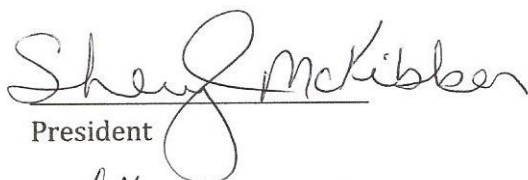
This agreement shall be effective September 1, 2017 and shall continue in effect until August 31, 2019.

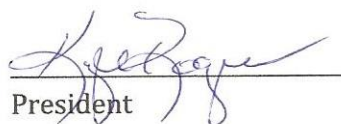
This agreement is signed this ___12th___ day of _____April_____, 2017.

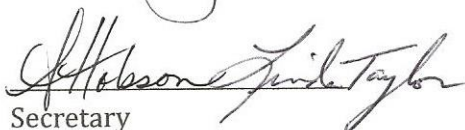
In witness thereof:

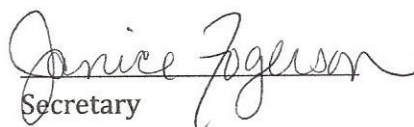
For Bement Education Association

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


President


President


Secretary


Secretary

Appendix A
2017-2018 Salary Schedule

	BS	8	16	24	MS	8	16
1-3	30,835	31,440	32,045	32,650	34,165	34,770	35,375
4	31,440	32,045	32,650	33,255	34,770	35,375	35,980
5	32,070	32,675	33,280	33,885	35,505	36,110	36,715
6	32,700	33,305	33,910	34,515	36,240	36,845	37,450
7	33,330	33,935	34,540	35,145	36,975	37,580	38,185
8	33,960	34,565	35,170	35,775	37,710	38,315	38,920
9	34,590	35,195	35,800	36,405	38,445	39,050	39,655
10	35,220	35,825	36,430	37,035	39,180	39,785	40,390
11	35,880	36,485	37,090	37,695	39,940	40,545	41,150
12	36,540	37,145	37,750	38,355	40,700	41,305	41,910
13	37,200	37,805	38,410	39,015	41,460	42,065	42,670
14	38,005	38,625	39,250	39,880	42,365	42,970	43,575
15	38,810	39,445	40,090	40,745	43,270	43,875	44,480
16	39,615	40,265	40,930	41,610	44,175	44,780	45,385
17	40,420	41,085	41,770	42,475	45,080	45,685	46,290
18	41,225	41,905	42,610	43,340	45,985	46,590	47,195
19	42,030	42,725	43,450	44,205	46,890	47,495	48,100
20	42,835	43,545	44,290	45,070	47,795	48,400	49,005
21		44,365	45,130	45,935	48,700	49,305	49,910
22			45,970	46,800	49,605	50,210	50,815
23				47,665	50,510	51,115	51,720
24					51,415	52,020	52,625
25					52,320	52,925	53,530
	300	325	350	375	425	450	475

Appendix A
2017-2018 Salary Schedule (TRS)

	BS	8	16	24	MS	8	16
1-3	33,885	34,549	35,214	35,879	37,544	38,209	38,874
4	34,549	35,214	35,879	36,544	38,209	38,874	39,538
5	35,242	35,907	36,571	37,236	39,016	39,681	40,346
6	35,934	36,599	37,264	37,929	39,824	40,489	41,154
7	36,626	37,291	37,956	38,621	40,632	41,297	41,962
8	37,319	37,984	38,648	39,313	41,440	42,104	42,769
9	38,011	38,676	39,341	40,005	42,247	42,912	43,577
10	38,703	39,368	40,033	40,698	43,055	43,720	44,385
11	39,429	40,093	40,758	41,423	43,890	44,555	45,220
12	40,154	40,819	41,484	42,148	44,725	45,390	46,055
13	40,879	41,544	42,209	42,874	45,560	46,225	46,890
14	41,764	42,445	43,132	43,824	46,555	47,220	47,885
15	42,648	43,346	44,055	44,775	47,549	48,214	48,879
16	43,533	44,247	44,978	45,725	48,544	49,209	49,874
17	44,418	45,148	45,901	46,676	49,538	50,203	50,868
18	45,302	46,049	46,824	47,626	50,533	51,198	51,863
19	46,187	46,951	47,747	48,577	51,527	52,192	52,857
20	47,071	47,852	48,670	49,527	52,522	53,187	53,852
21		48,753	49,593	50,478	53,516	54,181	54,846
22			50,516	51,429	54,511	55,176	55,841
23				52,379	55,505	56,170	56,835
24					56,500	57,165	57,830
25					57,495	58,159	58,824
	300	325	350	375	425	450	475

Appendix B
2018-2019 Salary Schedule

	BS	8	16	24	MS	8	16
1-3	31,235	31,840	32,445	33,050	34,565	35,170	35,775
4	31,840	32,445	33,050	33,655	35,170	35,775	36,380
5	32,470	33,075	33,680	34,285	35,905	36,510	37,115
6	33,100	33,705	34,310	34,915	36,640	37,245	37,850
7	33,730	34,335	34,940	35,545	37,375	37,980	38,585
8	34,360	34,965	35,570	36,175	38,110	38,715	39,320
9	34,990	35,595	36,200	36,805	38,845	39,450	40,055
10	35,620	36,225	36,830	37,435	39,580	40,185	40,790
11	36,280	36,885	37,490	38,095	40,340	40,945	41,550
12	36,940	37,545	38,150	38,755	41,100	41,705	42,310
13	37,600	38,205	38,810	39,415	41,860	42,465	43,070
14	38,405	39,025	39,650	40,280	42,765	43,370	43,975
15	39,210	39,845	40,490	41,145	43,670	44,275	44,880
16	40,015	40,665	41,330	42,010	44,575	45,180	45,785
17	40,820	41,485	42,170	42,875	45,480	46,085	46,690
18	41,625	42,305	43,010	43,740	46,385	46,990	47,595
19	42,430	43,125	43,850	44,605	47,290	47,895	48,500
20	43,235	43,945	44,690	45,470	48,195	48,800	49,405
21		44,765	45,530	46,335	49,100	49,705	50,310
22			46,370	47,200	50,005	50,610	51,215
23				48,065	50,910	51,515	52,120
24					51,815	52,420	53,025
25					52,720	53,325	53,930
	500	525	550	575	625	650	675

Appendix B
2018-2019 Salary Schedule (TRS)

	BS	8	16	24	MS	8	16
1-3	34,324	34,989	35,654	36,319	37,984	38,648	39,313
4	34,989	35,654	36,319	36,984	38,648	39,313	39,978
5	35,681	36,346	37,011	37,676	39,456	40,121	40,786
6	36,374	37,038	37,703	38,368	40,264	40,929	41,593
7	37,066	37,731	38,396	39,060	41,071	41,736	42,401
8	37,758	38,423	39,088	39,753	41,879	42,544	43,209
9	38,451	39,115	39,780	40,445	42,687	43,352	44,016
10	39,143	39,808	40,473	41,137	43,495	44,159	44,824
11	39,868	40,533	41,198	41,863	44,330	44,995	45,659
12	40,593	41,258	41,923	42,588	45,165	45,830	46,495
13	41,319	41,984	42,648	43,313	46,000	46,665	47,330
14	42,203	42,885	43,571	44,264	46,995	47,659	48,324
15	43,088	43,786	44,495	45,214	47,989	48,654	49,319
16	43,973	44,687	45,418	46,165	48,984	49,648	50,313
17	44,857	45,588	46,341	47,115	49,978	50,643	51,308
18	45,742	46,489	47,264	48,066	50,973	51,637	52,302
19	46,626	47,390	48,187	49,016	51,967	52,632	53,297
20	47,511	48,291	49,110	49,967	52,962	53,626	54,291
21		49,192	50,033	50,918	53,956	54,621	55,286
22			50,956	51,868	54,951	55,615	56,280
23				52,819	55,945	56,610	57,275
24					56,940	57,604	58,269
25					57,934	58,599	59,264
	500	525	550	575	625	650	675

Appendix C Extracurricular Stipends

	2017-2018		2018-2019	
	% of Base	Amount	% of Base	Amount
High School Stipends				
Head Football	15%	4,625	15%	4,685
Head Basketball	15%	4,625	15%	4,685
Head Volleyball	15%	4,625	15%	4,625
Cheerleading	9%	2,775	9%	2,811
Football Assistant	9%	2,775	9%	2,811
Head Baseball/Softball	9%	2,775	9%	2,811
Basketball Assistant	9%	2,775	9%	2,811
Volleyball Assistant	9%	2,775	9%	2,811
Yearbook Advisor	7%	2,158	7%	2,186
Service Learning Advisor	7%	2,158	7%	2,186
Combined Track	6%	1,850	6%	1,874
Baseball/Softball Assistant	6%	1,850	6%	1,874
FCCLA	4%	1,233	4%	1,249
Lifesavers	4%	1,233	4%	1,249
Prom Sponsor (2)	3%	925	3%	937
Cross Country*	2.5%	771	2.5%	781
Golf*	2.5%	771	2.5%	781
Scholastic Bowl	2.5%	771	2.5%	781
IT Sponsor	2.5%	771	2.5%	781
Math Club	2.5%	771	2.5%	781
Art Club Advisor	2%	617	2%	625
Newspaper Advisor	2%	617	2%	625
Spanish Club Advisor	2%	617	2%	625
Student Council	1.75%	540	1.75%	547
National Honor Society	1%	308	1%	312
Flags	0.5%	154	0.5%	156
Middle School Stipends				
Head Basketball	12%	3,700	12%	3,748
Head Volleyball	12%	3,700	12%	3,748
Track	8%	2,467	8%	2,499
MS Assistant Coach	6%	1,850	6%	1,874
Cheerleading	5%	1,542	5%	1,562
Student Council	3.25%	1,002	3.25%	1,015
Scholastic Bowl	1.75%	540	1.75%	547
District-Wide Stipends				
Information Technology	17.5%	5,396	17.5%	5,466
Instrumental Music	9%	2,775	9%	2,811
Webmaster	9%	2,775	9%	2,811
Play	6%	1,850	6%	1,874
Vocal Music	3%	925	3%	937
Homebound	\$15 Per Hour		\$15 Per Hour	
Homework Helper	\$20 Per Session		\$20 Per Session	

*Contingent upon sufficient numbers to field a team.