Agreement Between

The Board of Education
of
Bannockburn School District 106

and the

Bannockburn Education Association, IEA-NEA

2019-20 through 2023-2024
ARTICLE I

RECOGNITION

1.1 Recognition

The Board of Education of Bannockburn School District #106, Lake County, Illinois, (''Board'') recognizes the Bannockburn Education Association, IEA-NEA (''Association'') as the sole and exclusive bargaining representative for all regularly employed full-time and part-time certified personnel (''Teachers''); excluding all supervisors, managers, non-certified staff, independent consultants, teacher aides, and any other supervisory or administrative personnel having the authority to hire, transfer, assign, promote, discharge, or discipline other employees or effectively recommend such action.
ARTICLE II

FRAMEWORK FOR COLLECTIVE BARGAINING

2.1 Bargaining Notification

The parties shall commence bargaining for a successor agreement as per the Illinois Educational Labor Relations Act (115 ILCS 5/1 et seq.) and its Rules and Regulations (Title 80: Substitute C: Chapter III).

2.2 Mediation

It is agreed that the parties will jointly request the Federal Mediation and Conciliation Service (FMCS) if the parties to this agreement determine that the assistance of a mediator would be necessary. Should FMCS be unavailable, the parties shall immediately commence discussion as to a replacement. In the event that the parties cannot agree upon a replacement, the Illinois Educational Labor Relations Board shall be notified.

2.3 Printing of Contract, Costs, and Distribution

Within thirty (30) days after the Agreement is signed, copies of this Agreement shall be emailed and presented to the Association for distribution to each Teacher now and hereafter employed. Teachers may receive a printed copy by request.

2.4 Teacher Administration-Board Committee (T.A.B.)

A. Representatives of the Board, the Administration, and the Association will meet on an as needed basis. The purpose will be to review the administration of the contract and/or to resolve problems that may arise. These meetings are not intended to by-pass the grievance procedure or the Association’s right to bargain.

B. Each party will submit to the other, at least forty-eight (48) hours prior to the meeting, a list of issues covering matters they wish discussed.
ARTICLE III

GRIEVANCE PROCEDURE

3.1 Definitions

A grievance shall be any claim by the Association or a teacher that there is an alleged violation, misinterpretation, or misapplication of the terms of this Agreement.

3.2 Time Limits

All time limits consist of days which the Central Administrative office is officially open for business.

3.3 Procedures

The parties acknowledge that a Teacher and the Board may resolve problems through free and informal communications. When requested by the Teacher, an Association representative may accompany the Teacher to assist in the informal resolution of the grievance. If, however, the informal process fails to satisfy the Teacher, a grievance may be processed as follows:

A. Step I - The Association or the grievant may present the grievance in writing to the immediately involved supervisor, who will arrange for a meeting to take place within ten (10) days after receipt of the grievance.

A grievance shall be submitted within twenty (20) days of the occurrence giving rise to the grievance, or when the grievant(s) reasonably could have known of the occurrence. The grievance shall cite the alleged violation, list the section of the collective bargaining agreement violated, and list the remedy requested.

The Association's representative and the immediately involved supervisor shall be present for the meeting. Within ten (10) days of the meeting, the Association shall be provided with the supervisor's written response.

B. Step II - If the grievance is not resolved at Step I, then the Association may refer the grievance to the Superintendent or the Superintendent's official designee within ten (10) days after receipt of the Step I answer. The Superintendent shall arrange, with the Association representative, for a meeting to take place within ten (10) days of the Superintendent's receipt of the appeal. Within ten (10) days of the meeting, the Association shall be provided with the Superintendent's written response.

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 the Board of Education in writing to the secretary of the Board within ten (10) days after receipt at prior level. The Board shall hold a closed session hearing within forty-five (45) days of the receipt of the grievance. The Board shall render a written decision to the grievant and the Association within ten (10) days of the hearing.
D. **Step IV** - If the Association is not satisfied with the disposition of the grievance at Step III, the Association may submit the grievance to final and binding arbitration. Such submission shall take place no later than ten (10) days from the receipt of the Board’s decision referenced in Step III.

3.4 **Bypass**

By mutual agreement, any step of the grievance procedure may be bypassed.

3.5 **Released Time**

Should the Board require that a Teacher or an Association representative be released from their regular assignment during any phase of the procedure or investigation of a grievance, the Teacher and/or Association representative shall be released without loss of pay or benefits.

3.6 **Filing of Materials**

All records related to a grievance shall be filed separately from the personnel files of the Teacher(s).

3.7 **Grievance Withdrawal**

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

3.8 **No Written Response**

If no written decision has been rendered within the time limits indicated by a step, the grievance shall move to the next step within the allotted time as though the lower decision had been communicated.

3.9 **Expedited Arbitration**

By mutual agreement, the Expedited Rules of the American Arbitration Association (AAA) may be used instead of the Voluntary Labor Arbitration Rules.

3.10 **Costs**

The fees and the expenses of the arbitrator shall be shared equally by the parties.

3.11 **Settlement**

By mutual agreement of the Association and the Board, a grievance may be settled at any step with or without establishing prejudice or precedent.
ARTICLE IV

EMPLOYEE RIGHTS

4.1 Right to Representation

In the event a Teacher is required to appear before an administrator, supervisor, or the Board of Education in matters that are disciplinary in nature or in matters that could lead to the Teacher being disciplined, the Teacher, upon request, shall have the right to Association Representation at said meeting. The Teacher may request representation after a meeting has begun if he or she feels it necessary. Up to two (2) days will be permitted to reschedule the meeting.

4.2 Rules and Regulations

Copies of building policies, regulations, and rules shall be distributed to each Teacher. Changes in existing policies, regulations, and rules shall be given to each Teacher and the Association prior to enforcement.

4.3 Employee Notification of Assignments

A Teacher shall be given written notice of any change of his/her assignments for the forthcoming school year no later than thirty (30) days before the first day of school. If that assignment is different from that which is currently being taught, the teacher shall be entitled to a conference, with representation, with the administrator making the change. A change in assignment shall not be done in an arbitrary and capricious manner and shall take into account the teacher's needs and interests in addition to those of students. If the change is unacceptable to the teacher, he/she may either request a one (1) year leave of absence or resign.

The Board may change assignments after this date if necessitated by an emergency. For purposes of this section an “emergency” shall be defined as a change in enrollment, creation of a new position, or a vacancy created by death, disability, resignation, or leave of absence.

4.4 Facilities, Equipment, and Clerical Assistance

A. Workroom - A workroom shall be made available to the teachers if available. The availability and location of the workroom shall be reevaluated on an annual basis. Should a dedicated room be unavailable, a room shall be made available to the teachers on a first call basis.

B. Clerical Assistance – The usual and customary clerical/technological assistance will be provided for the purpose of completing report cards.
ARTICLE V
ASSOCIATION RIGHTS

5.1 Board of Education Agendas Delivered to Association Representatives

A copy of Board of Education Agendas will be delivered to the President of the Association by email, or by paper copy upon request, at least two (2) work days prior to each Board of Education meeting.

5.2 Board Minutes – Association Copies

A copy of the approved Board of Education minutes, excluding executive session, shall be emailed, or by paper copy upon request, to the President of the Association within one (1) day of their completion.

5.3 Pertinent Information – Association

The Board shall provide the Association, in response to reasonable written requests, information which may be necessary for the Association to process any grievance or complaint and such other information as will assist the Association in developing programs on behalf of the bargaining unit as per the Freedom of Information Act and the Illinois Educational Labor Relations Act. The Board may charge a fee for providing and copying such information. The fee shall be limited to the actual cost of duplicating the information.

5.4 Association Announcements

Announcements of Association business which have no impact on the student body will be included in the weekly announcements.

5.5 Names and Addresses – New Employees

Names and addresses of newly hired Teachers shall be provided to the Association within fourteen (14) days after their hiring.

5.6 Association Leave

The Association shall receive a total of eight (8) days annually to send representatives to local, state, or national conferences. Utilization of these days shall be without loss of pay or benefits. Written notification for such leave from the Association President shall be made to the Principal at least five (5) school days prior to such leave. This leave may be utilized in no less than one-half (½) day increments and no more than two (2) Teachers may utilize such leave on any scheduled teacher workday.

5.7 Payroll Deductions

The Board shall, upon written notification, withhold from the compensation of employees any dues, payments or contributions payable by such employees to the Association. Such payroll deductions shall be equally deducted over the remaining pay periods and remitted to the Association within ten (10) working days following each pay period.
5.8 **Employee Orientation**

The Association and the Board agree that, at the request of the Association, a reasonable time (up to one [1] hour) will be made available during Teacher in-service day (or within the first month of employment) for Association purposes. However, in the event that more than one (1) teacher is hired within any thirty (30) day period, those orientations may be held at the same time.

5.9 **Association Use of District Facilities and Equipment**

The Board will allow the Association to use District facilities and equipment. Notification to schedule meetings shall be to the Principal with approval for use not to be unreasonably withheld. If custodial services or other District materials are used, the Board may request reimbursement and the Association shall make reasonable payment not to exceed the actual cost to the District. Association members will be allowed to store Association materials in their rooms or desks in a place not available to students.
ARTICLE VI

CALENDAR - WORKLOAD

6.1 Length of Work Day

The length of the workday for all Teachers shall be seven (7) hours including planning periods and lunch periods. The workday shall begin no later than fifteen minutes before the student attendance day and end no earlier than fifteen minutes after the normal class dismissal time.

A. Lunch Periods - All Teachers shall have a duty free lunch period equal to that of the students but no less than thirty-five (35) minutes.

B. Planning Periods - Each teacher shall receive one (1) planning period of at least thirty (30) minutes per day. The Board shall make every effort to provide each teacher with two (2) planning periods per day. If a teacher does not receive two (2) planning periods per day then the teacher will receive a stipend of two thousand dollars per year, pro rated.

C. The Administration agrees not to schedule meetings or conferences which require the Teacher(s)' attendance during lunch or planning times. On days when the Teacher has two (2) planning periods, one of the planning periods may be used for conferences or meetings. Teachers may leave the building during lunch. Teachers may leave the building during planning times for school-related business or for approved personal business, with notification to the office.

D. If the Superintendent requires a teacher to teach regularly scheduled classes beyond the regular teaching day, the teacher shall be compensated at the rate of one-sixth (1/6) of BA Step 1 of the current year's salary schedule prorated for the number of days worked per year.

6.2 Calendar

A. School Year - The school year shall consist of one hundred eighty (180) days which shall include one hundred seventy six (176) student attendance days, and a minimum of two (2) institute days and two (2) parent-teacher conference days. Any additional in-service or institutes shall be within the work day.
ARTICLE VII

WORKING CONDITIONS

7.1 Safe Working Conditions

If the Teacher becomes aware of a potentially unsafe or hazardous condition, the Teacher should report this situation to his/her immediately involved supervisor who shall promptly take steps to correct any unsafe or hazardous condition.

7.2 Reimbursement for Personal Property

The Board shall reimburse the Teacher's insurance deductible, up to a maximum of five hundred dollars ($500), for the loss, damage, or destruction of the Teacher's vehicle which was used for school business required by the administration or present on school premises, provided there was no negligence by the Teacher and/or it is not a dispute between two (2) or more District #106 Teachers. There will be no reimbursement for acts of nature or storm damage.

7.3 Administering Medication

Teachers shall not be required to administer medication to students.

7.4 Alternate Principal

In the absence of building administrators, a teacher may volunteer to handle any building emergencies. The volunteer teacher will not be responsible for supervision of staff.

7.5 Class Size

The Board acknowledges the interest of teachers in the maintenance of reasonable class size consistent with the financial and physical resources of the District. The Superintendent or designee and optionally, another administrator appointed by him/her will meet at reasonable intervals with two (2) representatives selected by the Association President or designee to review any asserted problems in class size or make-up, and to make recommendations for remedies and/or assistance. The meeting process shall be promptly implemented when a class reaches twenty-five (25) students and at that time will include the affected teacher(s) and representative(s) of the administration.
ARTICLE VIII

IN-SERVICE TRAINING

8.1 Planning Committee

District in-service programs shall be planned by an in-service committee comprised of one (1) Association selected Teacher from the upper school and one (1) from the lower school, the Principal and a number of Board selected members (if desired by the Board) not to exceed the number of Teacher representatives on the committee.

8.2 Days Provided

The in-service committee shall plan all in-service days for Teachers during the regular school term. The committee shall establish such supplementary procedural guidelines as necessary for its operation, including the method of selection of its chairperson. The in-service committee meetings shall take place at times that do not conflict with normal teaching duties.

8.3 Basis of Planning

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

8.4 School Code

The provisions granted in this Article are in conjunction with those granted under the Illinois School Code, Section 3.11.
ARTICLE IX

LEAVES

PAID LEAVES OF ABSENCE

9.1 Sick Leave

At the beginning of each work year, each Teacher shall be credited with fifteen (15) sick leave days, the unused portion of which shall accumulate from year-to-year to a maximum of three hundred fifty five (355) days. The Board shall furnish each Teacher with a written statement at the beginning of each school year setting forth the total accumulated sick leave credit for said Teacher. The Board may request a doctor’s certification if more than five (5) days are used at any one time. Such doctor’s certification shall be at no cost to the Board.

9.2 Immediate Family

Immediate Family means any spouse, domestic partner, mother (stepmother, mother-in-law), father (stepfather, father-in-law), daughter (stepdaughter, daughter-in-law), son (stepson, son-in-law), grandmother, grandfather, granddaughter, grandson, sister (stepsister, sister-in-law), brother (stepbrother, brother-in-law), and legal guardian. Sick leave may also be used to care for others at the approval of the Superintendent.

9.3 Personal Leave

At the beginning of each school year, each teacher shall be credited with two (2) days to be used for personal leave. An additional three (3) days may be used as personal leave and deducted from the teacher’s sick leave for religious observations. A teacher planning to use a personal leave day shall notify the superintendent or designee at least one (1) day in advance, except in the case of an emergency. At the end of each year, any unused personal leave days shall be added to the Teacher’s accumulated sick leave.

In addition, each teacher shall have available five (5) vacation leave days per year. The Teacher shall reimburse the District for the cost of a substitute for the use of these vacation leave days regardless of whether or not a substitute is actually obtained. These days shall be non-cumulative. In addition, vacation leave days will be used under the following conditions:

A. No more than two (2) consecutive days may be used at one time without prior permission of the Superintendent.

B. The Teacher shall provide a minimum of two (2) weeks notice of their intention to use vacation leave days. In the case of an emergency, the Teacher shall notify the administration as soon as possible.

C. Vacation leave days cannot be taken in conjunction with winter or spring break.

D. Class plans will be prepared for substitutes, and grading/reviewing of all work will be done on a timely basis on the teacher’s return.

E. No vacation or personal leave days can be taken on institute and/or parent/teacher conference days except with the permission of the Superintendent. Personal days may be taken in conjunction with winter or spring break with the permission of the Superintendent.
F. Denial of these vacation days shall not be arbitrary or capricious.

9.4 **Professional Development**

Upon approval of the Principal, each teacher will be provided time to be used for professional business. Professional Development days may be used for the purpose of improving the Teacher’s effectiveness in the school system, including but not limited to the viewing of other school district’s techniques or programs, conferences, workshops, or seminars conducted by colleges, universities, state agencies, private consultant groups, and ISBE. Denial of a Teacher’s request for Professional Development Leave shall not be arbitrary or capricious.

9.5 **Bereavement Leave**

Reasonable time (usually not to exceed four [4] days) for leave connected with attending funerals for family members as defined in Section 9.2 of this Agreement. Additional days or the use of bereavement days for persons other than those listed may be granted by the Superintendent.

9.6 **Jury Service and Other Related Appearances**

Any Teacher called for jury duty or subpoenaed to testify in any District #106 matter, shall suffer no loss of contractual benefits but shall reimburse the District any per diem paid to the Teacher for such appearance.

9.7 **Assault Leave**

A. It is recognized by the Board of Education that a Teacher who is absent due to physical disability resulting from a physical assault which occurs in the course of Board employment will be maintained on full pay status during the period of disability for a period up to the remainder of the school year. Assault leave granted shall not be charged against sick leave or any other leave. This Article is to be read in conjunction with those rights granted under the Illinois School Code (105 ILCS 5/10-21.4).

The leave shall be based on a doctor’s recommendation. The Board may request a second opinion to a doctor of its choosing and will pay any deductible or co-pay not covered by insurance.

B. A Teacher disabled as a result of physical assault shall be returned to the same or equivalent position as held at the time of the incident.

9.8 **Sick Leave Bank**

A. The Bannockburn Faculty Illness Bank is established in order to help those faculty members who may be unable to perform their teaching duties for an excessively long period of time due to illness or physical accident. To be eligible to participate, a person must be a member of the teaching faculty and a contributor to the Illness Bank.

B. The following provisions have been established:

1. Beginning with the 1988-89 school year, Teachers will contribute two (2) sick days per year at the beginning of the school year until the Bank reaches a minimum of 200 days.
9.8 Sick Leave Bank

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B. The following provisions have been established:

1. Teachers will contribute two (2) sick days per year at the beginning of the school year until the Bank reaches a minimum of 200 days. Teachers new to the system will contribute two (2) sick days per year for six (6) years as their initial contribution. This contribution by Teachers new to the system will be required regardless of the status of the Illness Bank.

2. When the Illness Bank falls forty (40) days below the minimum of 200 days, all Teachers will contribute one (1) day per year until the figure of 200 days is again established.

3. A Teacher may apply to use sick days from the Illness Bank when the following requirements are fulfilled:
   a. All of the individual’s sick days have been used.
   b. The Teacher has made a request by letter to the Faculty Illness Bank Committee (comprised of a building administrator and the BEA President).
   c. The Teacher has submitted a written statement from his/her doctor indicating that the teacher has a health condition rendering him/her unable to work.

4. A Teacher can draw, during any single school year, a maximum of one times the number of unused sick days which the Teacher had at the commencement of the illness; e.g., if at the beginning of the illness, a Teacher had twenty-four (24) unused sick days, the Teacher will use those twenty-four (24) days first, and then can draw a maximum of twenty-four (24) sick days from the Illness Bank. However, each school year, the total number of days each teacher may draw from the Bank must not exceed thirty percent (30%) of the Bank’s total at the start of each school year.

5. If a Teacher returns to school after a serious illness, not having exceeded the consecutive absence requirement in 3b above, and has a relapse, the ten (10) consecutive work days of absence provision may be waived by the Committee. Such a return to work as described above may require a doctor’s certificate indicating that the Teacher is healthy and physically able to perform his/her contractual duties.

6. Sick days drawn from the Illness Bank need not be replaced by the Teacher. An untenured teacher that draws sick days will be required to donate an additional sick day per year to the bank until tenure is attained.

7. A Teacher may draw from the Bank for his/her own illness and his family as outlined in Section 9.2.
8. Persons on leave of absence are not eligible for use of the Bank with the exception of an absence due to the birth of a child.

9. Upon leaving the district, a person may get the sick days back if he/she has never used the Bank, or the Teacher may choose to leave them in the Bank.

10. Upon leaving the District, a Teacher may donate unused sick days to the Bank.
Teachers new to the system (hired after 1988-89) will contribute two (2) sick days per year for six (6) years as their initial contribution. This contribution by Teachers new to the system will be required regardless of the status of the Illness Bank.

2. When the Illness Bank falls forty (40) days below the minimum of 200 days, all Teachers will contribute one (1) day per year until the figure of 200 days is again established.

3. A Teacher may apply to use sick days from the Illness Bank when the following requirements are fulfilled:
   a. All of the individual’s sick days have been used.
   b. The illness exceeds ten (10) consecutive workdays of absence from school.
   c. The Teacher has made a request by letter to the Faculty Illness Bank Committee (comprised of a building administrator, a school board member, the BEA President, and a faculty representative).
   d. The Teacher has submitted a written statement from his/her doctor confirming that he/she is having surgery necessitating a hospital stay of seven (7) days or more, or has a long term illness.

4. A Teacher can draw, during any single school year, a maximum of one times the number of unused sick days which the Teacher had at the commencement of the illness; e.g., if at the beginning of the illness, a Teacher had twenty-four (24) unused sick days, the Teacher will use those twenty-four (24) days first, and then can draw a maximum of twenty-four (24) sick days from the Illness Bank. However, each school year, the total number of days each teacher may draw from the Bank must not exceed thirty percent (30%) of the Bank’s total at the start of each school year.

5. If a Teacher returns to school after a serious illness, not having exceeded the consecutive absence requirement in 3b above, and has a relapse, the ten (10) consecutive work days of absence provision may be waived by the Committee. Such a return to work as described above may require a doctor’s certificate indicating that the Teacher is healthy and physically able to perform his/her contractual duties.

6. Sick days drawn from the Illness Bank need not be replaced by the Teacher.

7. A Teacher may draw from the Bank only for his/her own illness.

8. Persons on leave of absence are not eligible for use of the Bank.

9. Upon leaving the district, a person may get the sick days back if he/she has never used the Bank, or the Teacher may choose to leave them in the Bank.

10. Upon leaving the District, a Teacher may donate unused sick days to the Bank if those days shall not exceed five (5).

**9.9 Sabbatical Leave**

Leaves may be granted for a period of at least four (4) months, but not in excess of one (1) year, for resident study, travel, or other purposes designed to improve the Teacher’s effectiveness in the school system. Such leave shall be subject to the following conditions:
A. Eligibility

1. An applicant must have completed six (6) years of full-time service in the district. Any leaves of absence granted by the Board shall not be considered as an interruption of the consecutive years of service.

2. Sabbatical leave shall be treated as regular service to the District.

B. Application

1. Application for leave under this section shall be presented to the Superintendent on or before March 1st of the year preceding the leave requested.

2. The Superintendent shall submit the request to the Board for consideration.

3. The application shall be accompanied by a plan for the utilization of such leave and such other information as shall be required by the Superintendent.

C. Other Provisions

1. A Teacher on sabbatical leave shall receive the same basic salary as if in actual service, except that there may be deducted from the Teacher's scheduled salary, an amount equivalent to the amount payable for substitute service; however, such salary after deduction for substitute service shall in no case be less than the minimum provided by Section 24 of the Illinois School Code or one-half (½) the Teacher's scheduled salary, whichever is greater.

2. The Teacher on sabbatical leave shall continue to receive the same fringe benefits that the Board provides to current Teachers. The Teacher will pay the premiums for insurance.

3. For Teachers not enrolled in direct deposit, payroll checks shall be mailed 48 hours before the regular paydays to an address filed with the business office.

4. Only one (1) teacher per year shall be permitted to be on Sabbatical Leave.

5. The Teacher on sabbatical leave shall not engage in any activity for which salary or compensation is paid unless the activity is directly related to the purpose for which the leave is granted and is approved by the board. A sabbatical leave may be granted to enable the applicant, if otherwise eligible, to accept scholarships for study or research.

Should the Teacher receive compensation during the sabbatical, the Teacher shall reimburse the Board up to the cost of the substitute, or the deduction from their salary; whichever is the lesser.

D. General Provisions

1. Each recipient shall agree to return to service in the school district upon termination of the sabbatical leave and to continue in such service for a period of one (1) year, unless by mutual agreement or illness, incapacity, physical disability or death. A signed agreement shall stipulate that if the Teacher fails to return he/she shall reimburse the District the salary paid him/her while on leave or a proportional part of this salary as determined by the fraction of the unfulfilled obligation.
2. The recipient of sabbatical leave shall advance on the salary schedule as if regularly employed and shall be reassigned to his/her former position upon return from leave. A Teacher returning from a leave of absence shall be reinstated to the same or equivalent position and classification he/she held when the leave began.

3. The contractual continued service state of a Teacher shall not be affected because of absence while on a sabbatical leave as provided herein.

4. Seniority credit shall be granted for the period of sabbatical leave.

9.10 School Closing – Leave Days

When the school and school office is officially closed by the Superintendent, no leave days previously arranged by a Teacher will be deducted for such emergency days.

II. NON-PAID LEAVES OF ABSENCE

Leaves of absence without pay or benefits shall be granted upon written request from a Teacher for the reasons listed below. Requests for leaves of absence shall include the reason for leave along with notification of the beginning and ending dates of said leaves. A Teacher returning from a leave of absence shall be reinstated to the same or equivalent position and classification he/she held when the leave began. Unpaid leaves of absence may be taken for the following purposes:

9.11 Military Leave

A military leave of absence shall be granted to any Teacher without pay or loss of accrued sick leave, tenure, or seniority who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States, or who shall enlist, volunteer, be called, or otherwise make him/herself available for active duty in the National Guard or Reserve. Application for such leave shall be filed as soon as possible upon receiving orders to report to active duty, but no later than five (5) business days. A Teacher returning from a military leave of absence shall be placed at the experience (pay) level as he/she would have been if he/she worked in the district during such period.

9.12 Association Office

A leave of absence without pay or loss of accrued sick leave, tenure, or seniority for up to two (2) years shall be granted upon application for the purpose of serving as an officer of the Association, or its state or national affiliate.

9.13 Public Service

A leave of absence not to exceed two (2) years shall be granted without pay or loss of accrued sick leave, tenure, or seniority to any Teacher upon application for the purpose of campaigning for, or serving in, a public office.
9.14 Maternity/Paternity/Child-Rearing Leave

A. Conditions and Procedures for Leaves

(1) The Board shall grant a Maternity/Paternity/Child Rearing Leave of Absence without pay or loss of accrued sick leave, tenure, or seniority to any Teacher who submits a timely written request for such leave. Salary and/or fringe benefits shall not accrue during the leave. However, the Teacher may continue insurance at his/her cost.

(2) The Teacher shall notify the Superintendent no later than the seventh month of pregnancy of his/her desire for maternity/paternity or child-rearing leave. For adoptions, the teacher shall notify the Superintendent or designee as soon as he/she becomes aware that adoption placement is imminent. The effective date of this leave shall be established by the Teacher in consultation with the Superintendent.

B. Length of Leave

This leave shall be for up to the balance of the school year in which the leave commences and up to one (1) additional year. If the child is born in the summer, the leave shall be for up to one (1) year. If the Teacher desires a second year, it must be with Board approval.

C. Termination of Leave

The Teacher may terminate the leave in the event of death of said child and provided that he/she is physically able to perform his/her teaching/work responsibilities.

9.15 Leave of Absence

A leave of absence of up to one (1) year without pay or loss of accrued sick leave, tenure, or seniority may be granted to any Teacher with approval from the Board. To qualify for such leaves the Teacher shall state his/her intention to return to the District. The Teacher shall request a leave of absence by March 1st of the year preceding the requested leave unless it is an emergency. The Teacher shall notify the Board of his/her intent to return by March 1st of the year of the leave.

The contractual service status of a Teacher shall not be affected because of absence while on leave as provided herein.

9.16 Job Sharing

Tenured Teachers, working with the Superintendent, may prepare and submit specific job sharing plans to the Board of Education. Such plans shall become operative when recommended by the Superintendent and approved by the Board of Education.

Job sharing plans shall be considered and approved on a yearly basis. On the recommendation from the Superintendent and approval of the Board of Education, exceptions may be made to this time limit. Any teacher in a job sharing position shall advise the Superintendent, in writing, no later than March 1st that he/she intends to return to full-time employment.
Participants in job sharing positions shall receive prorated leave benefits. Contributions to the Illinois Teachers' Retirement System will be proportionate to the time served and salary earned. During the period of time spend in job sharing position, tenured status shall be retained.

Any teacher whose request for job sharing is denied shall receive the rational for such denial in writing from the Board of Education.

III. CONDITIONS AND BENEFITS RETAINED UPON REINSTATEMENT

9.17 Accumulated Benefits

All accumulated benefits and rights of employment previously gained shall be retained upon return.

9.18 Employees on Leave of Absence

A Teacher on Leave of Absence shall notify the Superintendent or designee, in writing, by March 1st of the year of the leave unless otherwise stated herein.

IV. FAMILY CARE AND MEDICAL LEAVE

(While employees are not subject to the requirements under FMLA, all leaves shall follow FMLA requirements.)

9.19 Granting a Leave Under the FMLA

The Board shall provide a Teacher, upon request, Family Care and Medical Leave in accordance with this leave.

A. Eligibility

1. All Teachers are eligible for leave under this Article.

2. Leave under this Article shall be granted upon request of a Teacher, whenever in the judgment of the unit member he/she needs a leave because of a personal serious health condition, a serious health condition of a member of the unit member’s family, the birth of a child of the unit member, or placement of a child with a Teacher in connection with adoption or foster care.

3. As used in this Article, “family” includes all persons as listed in Section 10.2, Immediate Family, of this Agreement “Serious health condition” is any illness, injury, impairment, or physical or mental condition that either involves inpatient care in a hospital, hospice or residential health care facility, or involves continuing treatment or supervision by a health care provider.

4. A Teacher’s eligibility for leave under this Article shall not be affected by entitlement, or lack thereof, of another member of the unit member’s family to any leave benefit under any statute or any employment.

5. A Teacher who is eligible for leave under this Article may substitute therefore any accrued leave, paid or unpaid, under this Agreement.
B. Duration

1. Leave under this Article may be as long in duration as twelve (12) weeks.

2. Leave under this Article may be as short in duration as half a work day.

C. Benefits

1. Leave under this Article shall entitle the Teacher to all economic benefits of employment, except for salary, on the same basis as if the unit member were not on leave.

2. Leave under this Article shall entitle the Teacher to continued accrual of all "service related" rights of employment, including without limitation seniority, salary advancement, reemployment, and participation in optional benefit programs such as early retirement.

3. Leave under this Article shall run consecutive to, and not concurrent with, other leaves available to the Teacher.

D. Return to Work

1. Leave under this Article shall terminate whenever the Teacher returns to continuous active service following notice as provided below.

2. A Teacher returning from leave under this Article shall be reinstated immediately to the position, or its equivalent, held by the Teacher at the prior to the commencement of the leave.

3. A Teacher, who while on leave under this Article gives the Board notice of resignation or retirement, shall be deemed to have resigned or retired, as appropriate, on the next work day following expiration of the leave.

E. Procedures

1. A leave under this Article shall commence on the date indicated in the leave notice which is submitted to the supervisor by the Teacher.

2. The leave notice shall specify:
   - that the leave will be taken pursuant to this Article;
   - the date that the leave will commence;
   - the anticipated pattern of leave use if the Teacher will not be absent continuously;
   - whether the Teacher will substitute other paid leaves for a leave under this Article. If so, how much paid leave will be used, and the anticipated date of return to continuous active service, if known to the unit member.

3. Leave under this Article shall terminate on the next working day following the date indicated by the Teacher in the return notice provided by the unit member to his/her supervisor.

4. The return notice shall specify:
   - that the Teacher is on leave pursuant to this Article;
that the Teacher will return to continuous active service; and,
the date upon which the Teacher will return to continuous active service.

5. Delivery of a notification of leave, or return from leave notice, shall be by certified mail or email with verification of receipt to inform the supervisor of the Teacher's absence from or return to continuous active service.

6. If a Teacher, who is on leave under this Article, decides to retire or resign without returning to continuous active service, the Teacher shall provide written notice to the Board of such determination. Such written notice shall designate the last date of employment. A leave under this Article shall terminate without further notice to the Board on the next work day following the date as specified by the Teacher in the written notice.

F. Relationship to Other Benefits

A leave under this Agreement is in addition to, and will supplement, all other benefits which are accorded to a Teacher, or any member of his/her family, under this Agreement, or under any statute.
ARTICLE X

PERSONNEL FILE

10.1 Conditions and Procedures for Placement of Materials in Personnel File

Only one official file shall be maintained. No material shall be placed in the file unless the Teacher has had an opportunity to read such material. The Teacher shall acknowledge that he/she has read any material by affixing his/her signature on the copy to be filed.

However, any material which has not been reduced to writing within thirty (30) calendar days following the event or occurrence may not be added to the file. Only materials contained in the Teacher’s personnel file may be used to evaluate any teacher where the teacher’s over-all rating is “unsatisfactory”.

10.2 Right to Respond to Materials in File

The Teacher shall have the right to respond to any material which is entered into their file and his/her response shall be attached to the file.

10.3 Right to Examine File

A Teacher shall have the right to examine his/her personnel file within forty-eight (48) hours of request and to have a representative of the Association accompany him/her in such review.

10.4 Right to Reproduce Materials in File

Upon request, the Board will reproduce any materials in his/her personnel file. The Board may charge a fee for providing and copying such information. The fee shall be limited to the actual cost of duplicating the information.

10.5 Right to Grieve Materials in File

In the event any file materials are determined to be inaccurate or unfair by legal or grievance proceedings, such portion of materials will be either corrected or removed from the Teacher’s file.

10.6 Release of Information

A. An Employer or former Employer shall not divulge a disciplinary report, letter of reprimand or other disciplinary action to a third party, to a party who is not a part of the employer’s organization, or to a party who is not a part of a labor organization representing the employee, without written notice as provided below except as follows:

1. The Teacher has specifically waived written notice as part of a written, signed employment application with another employer.

2. The disclosure is ordered to a party in a legal action or arbitration, or;
3. Information is requested by a government agency as a result of a claim or complaint by the Teacher or as a result of a criminal investigation by such agency.

B. The Employer shall review a personnel record before releasing information to a third party and, except where when the release is ordered to a party in a legal action or arbitration, delete disciplinary reports, letters of reprimand or other records of disciplinary action which are more than four (4) years old.

10.7 Evidence Restrictions

Documentary evidence not previously recorded in the Teacher’s personnel file prior to the notification of the discipline shall not be used by the Board as a basis for its action.
ARTICLE XI

TEACHER EVALUATION

11.1 Philosophy

The primary purpose of the Bannockburn School District #106 teacher evaluation program is the improvement of instruction. The focus of the teacher evaluation process is to improve performance and the learning environment. Instructional evaluation should provide useful information to teachers which help them grow as professionals. A copy of each teacher evaluation shall be given to the teacher. The teacher evaluation program is designed to give teachers the opportunity to participate in the evaluation process through goal setting, reflecting, and conferencing with the administrator.

11.2 Evaluation Process

A. Eliminated

B. Tenured teachers will be evaluated every other year, unless the Principal deems it necessary to evaluate the teacher annually. In such cases the teachers will be provided the reasons for the annual evaluation and be given, in writing, specific concerns about his/her performance and what needs to be done to improve. Non-tenured teachers will be evaluated annually.

11.3 Evaluation Form – Found in Appendix B.
ARTICLE XII

DISCIPLINE OF TEACHERS

12.1 Just Cause Discipline

No Teacher shall be disciplined without just cause. Discipline includes, but is not limited to, warnings, reprimands, suspensions, reductions in rank, loss of professional advantage. At the time such action is taken, written notice of the specific grounds forming the basis for disciplinary action will be delivered to the Teacher.

12.2 Discipline Procedure

Discipline of any Teacher shall be preceded by:

A. The faithful execution of the evaluation procedure and the honoring of the Teacher’s rights included in this agreement and applicable statutes.

B. A conference with the Teacher by the appropriate administrator prior to taking any action.

C. A written explanation for the action to the Teacher.

D. A complete review of the Teacher's personnel file with the Teacher and his/her representative.

12.3 Suspension

A Teacher may be suspended with or without pay, fringe benefits and all other benefits provided by the contract, pending determination of any disciplinary action, demotion or other involuntary change in his/her employment status.
ARTICLE XIII

SENIORITY

13.1 Seniority

A. Definition of Seniority

Seniority shall be defined as the continuous length of service within the District in a position requiring certification. Accumulation of seniority shall begin from the Teacher's first working day in a position requiring certification.

B. Part-Time

Part-Time Teachers shall accrue seniority on a pro rata basis.

C. Ties in Seniority

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

13.2 Maintaining and Posting of Seniority Lists

A. The Board shall prepare, maintain and distribute, by February 1st of each year, the seniority list.

B. A copy of the seniority list shall be furnished to the Association. Any Teacher disagreeing with his/her seniority placement shall respond, in writing, to the Principal and the Association President within thirty (30) workdays after the effective date of the posting.

13.3 Loss of Seniority

A. Resignation
B. Dismissal
C. Retirement
D. Being on layoff for a period of time equal to seniority at the time of layoff or for two (2) years, whichever is greater.
ARTICLE XIV

VACANCIES, PROMOTIONS, AND TRANSFERS

14.1 Definition of Vacancies

A. A vacancy shall be defined as a position within the bargaining unit presently unfilled including newly created positions, as well as such positions currently filled but anticipated to be open in the future. Open positions created because of a Leave of Absence shall not be considered a vacancy unless the Leave of Absence exceeds two (2) years.

B. A vacancy will be filled in the following order:
   1. Teachers returning from leave of absence to the vacated position;
   2. Teachers by seniority who are on layoff as per the School Code;

14.2 Definition of Promotion

Promotion shall mean placement within a supervisory or administrative position which directly supervises Teachers.

14.3 Definition of Transfer

Transfers shall be defined as either a voluntary or involuntary move from one position to another within the bargaining unit, including changes in classification, as well as changes of positions within the same building with a different job description.

14.4 Posting of Vacancies

Vacancies, including newly created positions, shall be emailed to all staff. Positions as above described shall be posted at least ten (10) school days prior to being filled. Such posting shall contain the following information:

   1. Type of work
   2. Location of work
   3. Starting date
   4. Relevant pay information
   5. Hours to be worked
   6. Job Description
   7. Minimum requirements

14.5 Summer Notification

The Board shall email posted vacancies occurring within the bargaining unit including newly created positions on a designated bulletin board in each district building along with a copy of such posting sent to the Association.
In addition, the Board shall send notice of same (by U.S. mail) to the last known address of each Teacher on layoff status, as well as a notice to all Teachers on summer recess.

14.6 Voluntary Transfer Application

A. Interested Teachers may apply in writing to the Principal, within the ten (10) day posting period.

B. A Teacher may make a request, at any time, for a transfer to a position for which they are qualified. Any such application shall be kept on file. The Principal shall notify the Teacher when any vacancy occurs during this period of time.

14.7 Filling Vacancies

Should an employee wish to be transferred, such desire shall be communicated to Principal, in writing. The District’s selection of a candidate for a new or vacant teaching position not otherwise required to be filled pursuant to a recall from a layoff under Section 24-12 of the Illinois School Code will be based upon the consideration of factors that include without limitation certifications, qualifications, merit and ability (including performance evaluations, if available), and relevant experience, provided that the length of continuing service with the District will not be considered as a factor, unless all other factors are determined by the School District to be equal. The District’s decision to select a particular candidate to fill a new or vacant position is not subject to review under grievance resolution procedures.

Voluntary transfers will not be honored during the school year unless such transfer is determined by the administration to be in the best interest of the students. If a teacher is denied a voluntary transfer request to an open position, he or she shall be given the reason(s) for the decision upon submitting a written request therefore.

14.8 Mutual Requests for Transfer

Mutual requests for transfer shall be granted between Teachers with the same classification if the administration considers it to be in the best interest of the students.

14.9 Notification to Applicants

Within ten (10) workdays after the expiration of the posting period, the Board shall make known its decision as to which applicant has been selected to fill a posted position. An applicant may request notification in writing should they so desire.

14.10 Involuntary Reassignment Procedures

A. Volunteers

When it is necessary to involuntarily transfer or reassign Teachers, all volunteers shall first be considered.

B. Involuntary Transfers

The Board acknowledges that involuntary transfers should be avoided except when primarily used to make more efficient and appropriate use of staff to conduct instructional programs and activities, and will take into account the professional
interests and concerns of the teacher. No involuntary transfer will be made solely for purposes of filling a vacancy which can be filled by a new hire.

The Principal shall inform the affected teacher of the proposed transfer and, upon the request of the Teacher directly affected by the transfer, confer with the teacher, who may be accompanied by an Association representative. Except in unforeseen circumstances, the teacher shall be so informed at least twenty-one (21) calendar days before a final decision is made. At the conference, the teacher and Association representative may make alternative proposals concerning the transfer and possible retransfer in the future. Any agreements reached regarding retransfer may be put in writing and may take precedents over seniority rights. After the conference(s), the Principal shall make the final decision on the transfer. If the final decision is to transfer the teacher, the teacher shall be promptly notified in writing by the Principal who shall meet with the teacher within two (2) working days of the receipt of the request for a conference.

Any teacher who has been involuntarily transferred shall be given primary consideration for returning to the position from which he/she was transferred in the first instance that a vacancy should occur. Such teacher shall also be given primary consideration for a voluntary transfer should a vacancy subsequently occur.

A teacher who has received notice of an involuntary transfer shall have the right to resign rather than accept the transfer.
ARTICLE XV
COMPENSATION AND RELATED PROVISIONS

15.1 Life Insurance

The Board shall provide term life insurance in an amount equal to the Teacher’s annual salary rounded to the nearest one thousand dollars provided the teacher meets the insurance carrier’s criteria for eligibility. On an annual basis, the Business Office shall provide Teachers with the conditions of the carrier’s criteria for eligibility.

15.2 Accidental Death and Dismemberment

The Board shall provide Accidental Death and Dismemberment Insurance in an amount equal to one hundred percent (100%) of the Teacher’s annual salary rounded to the nearest one thousand dollars ($1,000) provided the teacher meets the insurance carrier’s criteria for eligibility. On an annual basis, the Business Office shall provide Teachers with the conditions of the carrier’s criteria for eligibility.

15.3 Insurance

The Board shall provide a fully paid hospitalization, major medical, and dental, and optical program for each full-time Teacher. In addition to its payment for single coverage, the Board will pay up to annual total of $127,006.83 for the 2019-2020 school year for family coverage for all Teachers who select family coverage. This figure shall be increased by the same percentage as the Tax Cap Act CPI each year. These amounts will be pro-rated between all Teachers choosing family coverage, and in no case will the annual amounts exceed seventy percent (70%) of the family premium. If a teacher chooses not to participate in the medical coverage, he or she may apply the Board paid amount for the family medical insurance to Board’s family, dental coverage, and/or the Board’s family vision coverage, if the coverage is a separate program and is not contained in the medical insurance.

The Board has no obligation to provide a separate vision program as long as it is contained in the medical insurance.

15.4 Insurance Committee

The Board and the Association shall establish a permanent joint insurance committee which shall, upon either party’s request, meet to review any concerns or proposed changes in the insurance programs of the District. Each party will name two (2) representatives to the committee. Any decisions and/or recommendations of the committee will be submitted to the Board of Education for adoption and to the Association for ratification.

15.5 Twelve-Month Coverage

The Board-provided insurance for employees shall be for twelve (12) consecutive months.

15.6 New Teacher Coverage

Teachers new to the District will be covered by all Board provided insurance as of the first day of employment.
15.7 **Mileage**

Teachers shall be paid mileage at the same rate approved by the Internal Revenue Service for all approved mileage to perform their assigned duties.

15.8 **Pay Days – School Not In Session**

If a regular pay date falls on a day when the schools are not open for business, then the Teacher shall receive pay on the last work day preceding the scheduled pay date. Summer checks shall be mailed 48 hours prior to the pay date.

15.9 **Pay Periods**

Each Teacher shall be paid on the basis of twenty or twenty-four (20 or 24) equal installments at the Teacher’s option. Selection of payment method shall be made once per year at the beginning of the school year.

15.10 **Salary Schedule**

The salary schedule shall be as set forth in Appendix A, which is attached to and incorporated into this Agreement. Such schedule shall be based on a school calendar as negotiated by the Board and the Association. (See Section 6.2 of this Agreement)

15.11 **Extra Duty Pay**

Extra duty stipends shall be paid either on an hourly or fixed amount basis. All hourly assignments shall be presented to the Superintendent or designee. All hourly assignments shall be presented to the Superintendent or designee prior to beginning the assignment for approval. In no case will more hours be paid than the approved amount without prior approval of the overage.

Stipends will increase each year by the same percentage as CPI. The business office will provide teachers with the new amount each year.

Hourly assignments may include, but are not limited to coaching, yearbook, curriculum/staff development*, cheerleading, musical/play, band director, bus duty, spelling bee, and after school clubs. Hourly pay rates for the 2019-2020 are $33.45

- **Overnights** - Paid at $283.63 for the 2019-200 school year;

- **Lunchroom Supervision/Noon Reccess** - Paid on a semester basis at the rate of $1939.50 for the 2019-2020 school year;

* Curriculum/staff development compensation will be paid for work done outside the regular work day. Staff meetings, student services meetings, and student staffing meetings are excluded.
MEMORANDUM OF UNDERSTANDING
Between the Board of Education, District 106
And
Bannockburn Education Association

The parties agree that the first sentence in Section 15.12 Graduate Courses of Study shall be amended to read:

Hourly pay rates shall increase each year by the same percentage as the Tax Cap Act CPI. Teachers will receive up to $4,000. in 2019-2020 as tuition reimbursement for successfully completed courses directly related to a degree and/or to the teacher’s current teaching position.

For Bannockburn Education Association

[Signature]
Date 5.1.19

For Bannockburn School District 106

[Signature]
Date 04/23/19
15.12 Graduate Courses of Study

Hourly pay rates shall increase each year by the same percentage as the Tax Cap Act CPI. Teachers will receive up to $1891.82 in 2019-2020 as tuition reimbursement for successfully completed courses directly related to a degree and/or to the teacher’s current teaching position. The amount of the payment to the teacher shall be the lesser of actual costs or the yearly maximum specified in this section. All courses must be approved by the Superintendent or designee, denial shall not be arbitrary or capricious. First year teachers will be approved for only one course per semester.

15.13 Internal Substitution

A. Hourly pay rates shall increase each year by the same percentage as the Tax Cap Act CPI. If a Teacher is assigned to internal substitution for the purpose of covering another Teacher’s class and such internal substitution results in the Teacher’s loss of planning time he/she shall be paid $45.50 in 2019-2020.

B. For purposes of internal substitution the Board shall make a good faith effort to secure a substitute prior to using a Teacher or Teacher Aide.

15.14 Compensatory Time

Teachers required by the Superintendent to work beyond the one hundred eighty (180) day school calendar shall receive pay at the per diem rate (1/180) of his/her salary.

15.15 Salary Schedule Advancement

Any Teacher who has worked ninety (90) or more school days in one school year shall be considered to have worked a full year and be entitled to advancement on the salary schedule.

15.16 Staff Development Credit

Teachers will receive the hourly rate listed on the extra duty schedule for staff development courses offered within the District and attended outside the school day/year or they may receive one (1) hour graduate credit for advancement on the salary schedule for each fifteen (15) hours of staff development taken outside the regular school day/year.
15.17 **Part-Time Benefits**

Part-time Teachers who work fifty percent (50%) or more will receive prorated salary and benefits including health coverage, which the District will continue to provide. Pro-ratio will be determined on either a per diem basis (e.g. three [3] days work equals sixty percent (60%) salary and benefits) or the number of minutes of student contact time per day. To determine the percent of the full-time salary and benefits, the numbers of minutes of the position will be divided by four hundred twenty (420) minutes, the current number of minutes in a full school day. Additional days will be paid at a per diem rate subject to prior approval by the Superintendent/Principal.

Part-time Teachers will receive the following preparation periods of lunch breaks:

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<td>41 – 70% time</td>
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<td>71 – 99% time</td>
<td>One (1) prep period and one (1) lunch period per day</td>
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15.18 **Flexible Spending Plan**

The Board will offer a flexible spending account option to assist Teachers in using tax-free dollars for eligible expenses.

15.19 **National Board Certification**

Teachers must apply for all grants, etc. available to deter costs. The Board will reimburse for tuition and enrollment costs exceeding grant and/or other money received. College credits available from state universities will be recognized for salary schedule credit. The tuition will be reimbursed at the state university costs only and is separate and apart from tuition reimbursement found in Section 15.12.
ARTICLE XVI
TEACHER RETIREMENT

16.1 Retirement Incentives

Any employee not otherwise eligible for any existing early retirement option (ERO) or alternative early retirement option (AERO) provided by the State of Illinois Teachers' Retirement System (TRS) and who is at least age fifty-five (55) on or before June 30th of his/her last year of employment and with the District and who has at least ten (10) years of service with the District, shall be entitled to the following retirement incentives only if there is no penalty and/or payment due from the Board to TRS by virtue of these retirements incentives:

A. Compensation: Three percent (3%) increase each year over the prior year's scheduled salary for each of the teacher's last four (4) consecutive work years provided the teacher has submitted written and irrevocable letter of resignation to the Superintendent on or after January 1st but no later than February 1st of the teacher's fifth work year prior to retirement. As an alternative, teachers may elect to receive a corresponding three percent (3%) increase for three, two, or one years, with notice to be given in the fourth, third, or second year prior to retirement, respectively. For part-time employees, the three percent (3%) incentive shall be pro-rated in relation to his/her pro-rated salary. Teachers receiving this compensation will come off of the salary schedule in order to receive their annual three percent (3%) retirement incentives. In the event that state statute is changed to allow a settlement increase of greater than 3% without penalty, the contractual retirement incentive will be increased to the new statutory limit, up to 6%.

B. Lump Sum Payment: the Board shall pay each teacher who is eligible the incentives set forth in Paragraph A of this Section, a post retirement lump sum retirement incentive of $20,000 or $1,000.00 per year of service to District #106, whichever is greater, capped at an amount of $35,000. This retirement incentive will be paid in the first pay period of the fiscal year after the teacher retires.

ARTICLE XVII
CONTINUITY OF OPERATIONS

17.1 No Strike Provision

The Association agrees that it will not strike or engage in conduct which will disrupt the function and services of the school district during the term of this Agreement.
ARTICLE XVIII

EFFECT OF AGREEMENT

18.1 Savings Clause
If any provision of this Agreement is held to be contrary to law, then such provision shall not be deemed valid, except to the extent permitted by law; but all other provisions shall be continued in full force and effect.

ARTICLE XIX

DURATION

19.1 Duration
This Agreement shall be effective from the first employee workday of the 2019-2020 school year and shall remain in full force and effect until 11:59 p.m. on the day preceding the first employee work day of the 2023-2024 school year.

Bannockburn District #106
Board of Education

Bannockburn Education
Association, IEA-NEA

______________________________
President

______________________________
President

______________________________
(date)

______________________________
(date)
APPENDIX A

Salary Schedules
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MEMORANDUM OF UNDERSTANDING
ON
POSITION OF LEAD TEACHER

The Board of Education of Bannockburn School District #106 and the Bannockburn Education Association, IEA-NEA enter into this agreement on the future treatment of the Lead Teacher assignment found in Section 15.11 of their 2002-06 Collective Bargaining Agreement.

1. The Lead Teacher assignment will exist only as long as the incumbent, Joanie Lampert, has the assignment. Thereafter, no one else will be assigned as the Lead Teacher and the assignment will cease to exist.

2. The stipend for the Lead Teacher assignment will remain $11,308 per school year.

3. Reference to Lead Teacher will be deleted from Section 15.11 of future collective bargaining agreements.

4. The duties of the Lead Teacher will be approximately four hundred (400) hours annually and will be similar to those listed on “Joanie Lampert’s Additional Duties,” discussed at the bargaining session on March 2, 2006 and May 31, 2006. This parties agree that the duties may be modified as needed.

Bannockburn District #106
Board of Education

Bannockburn Education Association,
IEA-NEA

______________________________  ________________________________
President  President

date  date
LEAD TEACHER

Student Council Sponsor 70 hours
Includes: Earth Week, Red Ribbon Week, and Service Projects

Graduation 20 hours

Supervision Student Teachers/
Observations College Liaison 15 hours

Bannockburn Reports 20 hours

Volunteer Program 5 hours

Press Releases (varies greatly) 10 hours

Supervision of games/evening activities 60 hours

Bus Safety/Supervision 5 hours

ISAT/EXPLORE MAP 25 hours

DHS Registration/Articulation 10 hours

Proof reading for staff 5 hours

Subbing (varies greatly) 15 hours

Performance Plus 5 hours

Team Leader (mentoring/problem solving) 40 hours

Literary Magazine 35 hours

Morning student assistant (2 days/week) 60 hours

U – up to these hours 400 hours

Lead Teacher is only Joanie Lampert