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## **ARTICLE I**

### **RECOGNITION**

- 1.1 The Board of Education of Bethel Grade School, Jefferson County, Illinois, hereinafter “Board,” recognizes the Bethel Education Association IEA/NEA, hereinafter “Association,” as the sole and exclusive negotiation agent for all certified teachers who are employed 0.4 times or more for the entire school term, excluding the district Superintendent/Principal.

## **ARTICLE II**

### **NEGOTIATIONS PROCEDURE**

- 2.1 The Board of Education and Association agree to participate in “good faith” negotiations by presenting proposals and counter proposals and by meeting to bargain at mutually agreeable times and places.
- 2.2 Negotiations shall begin no later than April 15 of the concluding year of the contract. The parties agree to meet at mutually agreed upon times, places, and lengths of said meetings until an agreement is reached. If the parties fail to reach agreement and impasse occurs, and the services of a mediator become necessary, the parties may use the services of the Federal Mediation and Conciliation Service. Meetings shall be held at an hour and site that can be agreed to by both parties. Both parties recognize that other mediation services may be used as can be agreed upon by the parties.
- 2.3 Negotiations shall be closed to the public.
- 2.4 Negotiating teams shall be limited to no more than three (3) members each. Any board member and/or teacher not appointed to the negotiating team may monitor the negotiating sessions at their discretion. With prior written notification and approval of both parties, other council may become involved in the negotiating process. Any item tentatively agreed to will be initialed by the Board and Association at the meeting at which the agreement is reached. Copies of the tentative agreement will be provided to both parties.

- 2.5 The Association will be furnished on reasonable written request, one (1) copy of the Annual Financial Report and Budget. Said documents will be furnished no later than fourteen (14) days after their approval by the Board of Education.
- 2.6 No new issues/demands shall be made by either party following the original proposal from each team.

## **ARTICLE III**

### **FAIR SHARE AGREEMENT**

- 3.1 Each bargaining unit member, as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Association or pay a fair share fee to the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state, and national dues.
- 3.2 In the event that the bargaining unit member does not pay his/her fair share fee directly to the Association by a certain date as established by the Association, the Board shall deduct the fair share fee from the wages of the non-member.
- 3.3 Such fee shall be paid to the Association by the Board no later than ten (10) days following deduction.
- 3.4 In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with the Article, the Association agrees to defend such action, at its own expense and through its own counsel provided:
  - 3.4.A The Employer gives immediate notice of such action in writing to the Association and permits the Association intervention as a party if it so desires, and
  - 3.4.B The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.
- 3.5 The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's non-negligent compliance with this Article.

It is expressly understood that this save harmless provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.

- 3.6 The obligation to pay a fair share fee 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 or a belief sincerely held with the strength of traditional religious views, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collection of the entire fee, the Association will make payment on behalf of the Employee to a mutually agreeable non-religious charitable organization as per Association policy and the Rules and Regulation of the Illinois Educational Labor Relations Board.
- 3.7 This Agreement shall exclude bargaining unit members currently employed who were not members of the Association as of September 15, 1992.

## **ARTICLE IV**

### **GRIEVANCE PROCEDURE**

- 4.1 Definitions—A Grievance shall be:
- 4.1.A A claim by a teacher, a group of teachers, and the association that there has been an alleged violation, misinterpretation, or misapplication of the terms of this Agreement shall be a grievance.
- 4.1.B All the time limits shall consist of school days, except that when a grievance is submitted less than ten (10) days before the close of the school term, the limits shall consist of all weekdays (except holidays) in order that the matter may be resolved before the close of the school term or as soon thereafter as possible. Timelines may be extended by written mutual consent.
- 4.2 Procedures—The parties hereto acknowledge that it is usually most desirable for a teacher and the immediately involved supervisor to resolve problems through free and informal communications. If, however, such informal processes fail, a grievance may be processed as follows:
- 4.2.A Step A.—The grievant shall present the grievance in writing within ten (10) days of the occurrence of the event giving rise to the grievance. The grievance shall specify the article and clause of this agreement alleged to have been violated and state the remedy sought to the district's Superintendent. The Superintendent shall arrange for a meeting with the teacher and an

Association representative, if one has been requested, to take place within ten (10) days of his receipt of the grievance. Upon conclusion of the meeting, the Superintendent shall have ten (10) days in which to provide a written decision giving his reason.

4.2.B Step B—If the grievance is not resolved at Step A, the grievant and representative, if one is requested by the teacher, may appeal the grievance to the Board of Education within ten (10) days after the receipt of the Superintendent’s written decision. The Board shall arrange for a meeting before the Board to take place within thirty (30) days of the Board’s receipt of the appeal. Upon conclusion of the meeting, the Board shall have ten (10) days to provide a written decision giving their reasons.

4.2.C Step C—If the grievance is not resolved at Step B or the time limits expire without the issuance of the Board’s written reply, the Association may submit the grievance to binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association, which shall act as the administrator of the proceedings. If a request for a hearing is not filed within ten (10) days of the date of the Step B answer, then the grievance shall be deemed withdrawn. If the written request for arbitration is made, then:

4.2.C.1 The arbitrator shall not amend, modify, nullify, nor add to the provisions of this agreement. The arbitrator’s authority shall be strictly limited to deciding the issues submitted in writing by the Association and the Board.

4.2.C.2 Each party shall bear the full cost for its representation in the grievance procedure.

4.2.C.3 If either party requests a transcript of the proceedings, that party shall bear the full cost for that transcript, the cost of two transcripts shall be divided equally between the Board and the Association if both parties order a transcript.

4.3 No Reprisals Clause—Employees and/or the BEA will not take any action against Bethel Grade School, the Bethel Grade School Board of Education or individual board members, or against the district’s Superintendent that could be interpreted as a reprisal relative to the Board’s or Superintendent’s position pertaining to any grievance activity. Additionally, no reprisals shall be taken by the BEA or its members against any district employee because of his/her participation or lack of participation in a grievance. Likewise, Board Members, either individually or collectively, and/or the Superintendent agree not to engage in actions that could be interpreted as reprisals.

- 4.4 Grievance Withdrawal—A grievance may be withdrawn at any level without establishing precedent. If a grievance has been withdrawn, that particular grievance cannot be refiled at a later date.
- 4.5 No Written Response—If no written decision has been rendered within the time limits indicated by a step, then the grievance shall be permitted to move to the next step.
- 4.6 Costs—The fees and the expenses of the arbitrator shall be shared equally by the parties.
- 4.7 Court Reporter—If only one party requests the presence of a court reporter, that party shall bear the cost of the reporter.
- 4.8 Exclusion of Remedies—In the event a member of the bargaining unit commences a proceeding in any state or federal court or administrative agency against the Board and/or Administration charging the Board and/or Administration with an alleged violation of this Agreement, such remedy shall be exclusive and the said member shall be barred from invoking and proceeding with any remedy by this Grievance Procedure while the alleged violation is pending before any state or federal court or administrative agency. While the alleged grievance is pending before the court or administrative agency, the grievance procedure time limits shall be held in abeyance.
- 4.9 No Strike and Related Type Activity Clause—Teachers and the BEA agree, for the duration of the agreement, not to strike, engage in a work slowdown, picket, or engage in any type of action that would work to the detriment of the educational process. The District will not engage in a lockout for the duration of this agreement.
- 4.10 The Board and the BEA may mutually agree to extend the timelines.

## **ARTICLE V**

### **MAINTENANCE OF STANDARDS**

- 5.1 All conditions of employment shall be maintained at not less than the highest minimum standards in effect in the District at the time this agreement is signed. This agreement shall not be interpreted or applied to deprive bargaining unit members of advantages heretofore enjoyed unless expressly stated herein. The Board agrees not to discriminate against members of the bargaining unit.

## **ARTICLE VI**

### **BOARD AUTHORITY**

- 6.1 The Board, on its own behalf and on behalf of the electors of the District hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibility conferred upon and vested in it by the statutes and Constitution of the State of Illinois and the United States, along with decisional law by the courts, provided that such rights and responsibilities shall be exercised in conformity with the provisions of the Agreement and the rules and regulations of the Illinois Educational Labor Relations Act. Powers, rights, authority and responsibilities not included in this Agreement are reserved for the Board.

## **ARTICLE VII**

### **CERTIFIED PERSONNEL VACANCY NOTICE**

- 7.1 In accordance to Public Act 097-0008, in the event a teaching position vacancy or a newly created position occurs in the district during the school year, the Superintendent shall post a notice in the school office. Normally a posting will be up for ten (10) days unless there is an emergency as determined by the Superintendent (vacancy within 10 days of school start). If the vacancy occurs in the summer, the Superintendent shall mail out notices to teachers who request such a mailing in writing. When time is limited, the Superintendent shall notify the Association president by phone and allow five (5) days for teachers to contact him before notifying the general public of the vacancy.

## **ARTICLE VIII**

### **LEAVES**

- 8.1 Full-time teachers will be granted fifteen (15) sick days per year accumulative to 340 days. Sick days may be used in half-day increments. Contracted part-time teacher's sick leave will be pro-rated based on the number of days worked. Substitute teachers and other temporary teachers shall not receive sick leave benefits. If a teacher uses no sick days, no personal days, and no convenience days within a school year, he/she will be awarded a bonus of \$500.00 payable the last pay period in June, one day will result in a \$400 bonus, two days will result in a \$300 bonus, three days will result in a

\$200 bonus, and four days will result in a \$100 bonus. Teachers receiving the 6% retirement are not eligible for this bonus.

- 8.2 A Sick Day Bank may be established by the Association. Each member of the Association may donate up to five (5) days of accumulated sick days, if available, to another member of the Association when that member has exhausted his/her own individual sick leave days due to serious personal illness, injury, or maternity leave. The donation of sick leave days to the bank is strictly voluntary on the part of the individual and must be made in writing to the District Treasurer/Bookkeeper at the time of their need. Used donated sick leave days will be deducted from the donor's accumulated amount. Requests for use of Sick Day Bank must be accompanied by a letter from a physician with an estimate of the number of days needed.
- 8.3 Full-time teachers will be granted three (3) personal days per school year. Personal days may be used in half-day increments. Unused personal days will be paid in June of the current school year at the current substitute rate. Teachers may elect to accumulate personal days as sick leave. Personal days will not be taken the day before or the day after a school holiday. Nor, excluding an emergency, will they be taken during the first or last week of school. The superintendent will determine what type of leave constitutes emergency leave.
- 8.4 Full-time teachers may be granted up to two (2) professional days per school year. Professional days may be used in half-day increments. Use of professional days must have the Superintendent's prior written approval. Said days must be planned and designed to further the individual teacher's instructional abilities and techniques. Professional leave should not be considered as personal leave. No more than one teacher will be permitted to take a professional day on any one school day. However, the district Superintendent may approve multiple leaves if substitute teachers can be obtained. Professional leave applies to the teaching field of the teacher in question.
- 8.5 Full time teachers may be granted as many as three (3) convenience days per school term. Convenience days may be used in half-day increments. Teachers with a minimum of ten (10) years in-district teaching experience may be granted up to five (5) convenience days per year. The cost of the substitute teacher's salary will be deducted from the teacher's May and June paychecks. Said deductions will be made at the current substitute rate. No more than two (2) days leave shall be deducted from one (1) paycheck. The use of said days should be planned in advance of intended use with the teacher giving the school a week's written notice. The notice requirement does not rule out emergency use. Emergency use will be dealt with on an individual basis. All convenience days will be channeled through the Superintendent's office. Unused convenience days will not accumulate. Convenience days will not be used in

conjunction with sick leave days nor will they be used unless approved by the Superintendent before or after a holiday.

8.6 Pregnancy-Related Disability Leave—Any certified employee who becomes pregnant shall receive, upon written request, a pregnancy-related disability leave of absence subject to the following conditions:

8.6.A The employee shall advise the Superintendent or his/her designee in writing of her pregnancy no later than the sixth month of pregnancy.

8.6.B As with any anticipated disability, affected employees will be subject to continuing status reports by the employee's physician as to their health and ability to continue teaching for a specific amount of time prior to the disability, and upon taking the disability leave and selecting a date to return or take a child care leave, said physician shall verify that the period of disability has ended (or is continuing beyond the anticipated date of return). The above procedure does not preclude the Board's right to require a physician's certificate from a physician selected by the Board and the filing of timely reports as may be deemed necessary by the Board pursuant to Section 24-6 of the Illinois School Code. If a physical is required by the Board, such expense shall be paid by the Board.

8.6.C The employee's seniority is not affected by the pregnancy-related disability leave during the period of time mentioned above. For probationary employees, however, disability leave in excess of accumulated sick leave may result in a loss of probationary service credit relating to accruing time toward tenure status if the length of the leave prevents a minimum employment period of seven (7) months and/or the evaluation process for a probationary employee cannot be adequately completed, as determined by the Superintendent. The final decisions governing the granting of probationary years of credit and tenured status will be determined by the Board upon recommendation of the Superintendent.

8.6.D The pregnancy-related disability leave shall be for a period of time as certified by the employee's doctor.

8.6.E Employees may use accumulated sick leave during the period of pregnancy-related disability.

8.6.F General Conditions Affecting Pregnancy-Related Disability Leaves  
Notification by the employee of her intent to return from a pregnancy-related disability leave must be according to the following timetable:

8.6.F.1 Prior to taking the leave, the employee will inform the

Superintendent or his/her designee as to her anticipated date to be physically able to return to work, as verified in writing by her physician, if a child care leave hasn't been requested.

8.6.F.2 Confirmation of the actual date that a teacher is released by her physician to return to work must be provided to the Superintendent or his/her designee, in writing, prior to said date. Whenever possible, a five (5) working day notice of the specific date to return to work should be provided to the Superintendent or his/her designee so as to insure a continuity of instruction.

8.6.F.3 Employees who are returning to work within the current school term following a pregnancy-related disability leave shall return to their regularly assigned position.

8.7 Child Care Leave—A parental leave of absence without pay may be granted to tenured employees by the Board upon recommendation of the Superintendent.

8.7A Upon written request submitted to the Superintendent by a tenured teacher, at least three (3) months before the leave is to begin (unless exceptions herefrom are granted by the Superintendent), the Board will grant an unpaid child care leave, up to a maximum of eighteen (18) months, subject to the following conditions:

8.7.A.1 Child care leave applies to newborn babies, newly adopted children under the age of four years, or catastrophic illness of an immediate family member. Immediate family is defined by board policy and the Illinois School Code.

8.7.A.2 The employee and the Superintendent or his/her designee shall agree upon a plan for the commencement and termination of the child care leave. To assist in maintaining the continuity of the instructional program for students, a child care leave must terminate at the end of the first semester (approximately January 30) or at the beginning of the school year. Employees are encouraged to return from a child care leave at the beginning of the school year.

8.7.A.4 Salary and all fringe benefits cease at the commencement of the child care leave, however, insurance coverage may be kept in effect by the employee during the term of the child care leave, so long as the employee makes the required monthly premium payments to the District during the leave period. The employee shall notify the Superintendent or his/her designee in

writing of her election to continue insurance, at her own expense, at least thirty (30) days before the child care leave begins.

8.7.A.5 Advancement on the salary schedule will be allowed according to the following:

8.7.A.5.a If a teacher works ninety-one (91) or more days of the school year, that full year will be allowed on the schedule.

8.7.A.5.b If a teacher works less than ninety-one (91) days of a school year, no advancement on the schedule will be allowed.

8.7.A.6 The employee's seniority is not affected by the child care leave.

8.7.A.7 Upon written request of the employee, a child care leave may be terminated by the Board prior to its expiration date provided:

8.7.A.7.a A vacant position is available for which the employee is qualified, as determined by the Superintendent.

8.7.A.7.b The employee's doctor supplies, at Board's expense, a written medical report stating that in the doctor's judgment the employee is physically and emotionally able to resume regular duties.

8.7.A.8 At the termination of any child care leave, an employee may request an additional child care leave. This request must be approved by the Board.

8.7.A.9 General Conditions Affecting Child Care Leave

8.7.A.9.a If an employee intends to return for the beginning of the second semester of a school year, written notification shall be made by the employee to the Superintendent or his/her designee by October 31 of the same school year.

8.7.A.9.b If an employee intends to return for the beginning of the first semester of a school year,

written notification shall be made by the employee to the Superintendent or his/her designee by March 1 of the same calendar year.

8.7.A.9.c An employee granted a child care leave shall be entitled to a teaching position for which he/she is qualified and certified, upon his/her return from said leave.

8.7.A.9.d Failure of an employee to notify the Superintendent or his/her designee of her intent to return according to the provisions of this section shall be considered as a resignation.

8.8 Association Leave

In the event the Association desires to send representatives to local, state, or national conferences, these representatives may be excused without loss of salary providing the Association reimburses the district on the basis of the daily substitute rate for each day used and written permission for such leave has been approved by the Superintendent. All written requests must be submitted at least five (5) school days prior to the date(s) indicated in the leave request. The maximum number of days for the Association that may be approved each school year shall be five (5).

8.9 All other leaves shall be dealt with on an individual basis by the Board of Education.

## **ARTICLE IX**

### **TEACHERS' RETIREMENT**

9.1 The Board of Education will make, on behalf of the teachers, full annual teacher contribution to the State of Illinois Teachers' Retirement System.

9.2 The Board of Education will make on behalf of the teachers, full annual teacher contribution to the State of Illinois THIS.

## ARTICLE X

### SALARY AND COMPENSATION

- 10.1 Full-time teachers employed as of July 31, 1995 will be placed on the salary schedule according to their years of approved teaching experience as shown on the Illinois Teacher Service Record. Full-time teachers hired after August 1, 1995 will be placed on the salary schedule no higher than “year 5”. Years currently being used for placement on salary schedule will remain in force. As a teacher completes one full year of teaching, they shall move one step on the salary schedule until they reach the maximum (stop) number of steps. Teachers who are off the salary schedule will receive \$90.00 per year of service to Bethel Grade School in the 2014-2015 school year, \$100.00 per year of service in the 2015-2016 school year, and \$110.00 per year of service in the 2016-2017 school year. Approval of teaching experience that is not reflected by the Illinois Teacher Service Record and might be used for placement on the salary schedule rests with the board.
- 10.2 Teachers who are eligible to move across the salary schedule to a higher paying column due to added college training in an approved advanced degree program at a college or university accredited for said training by the Illinois State Board of Education shall notify the district Superintendent of their eligibility to move across the schedule. Proof of eligibility shall be in the form of an official college transcript. The transcript shall be furnished to the district Superintendent by September 10<sup>th</sup> of the school year in progress. If a teacher is to move across the salary schedule, the college hours earned must meet the following criterion: First, the hours must be earned in an area that directly pertains to the field of elementary, secondary, special education, and/or educational administration. Second, they must earn a grade of “B” or better. Technology courses offered by the Regional Office of Education will provide eligibility to move across the schedule at a rate of one (1) credit hour per fifteen (15) hours of classroom instruction.
- 10.3 Miscellaneous hours currently being used for placement on the salary schedule will remain in force. Additional hours for placement on the schedule must have the district Superintendent’s advance approval. Hours taken without approval shall not be counted for salary schedule purposes. Miscellaneous hours must be job appropriate, and the teacher and Superintendent will outline expected benefits accruing from the course in question. The outline will be limited to course work that carries college credit at the graduate level.
- 10.4 The school shall continue to withhold current deductions, i.e., IEA dues, insurance, credit union activities, and all other required deductions, taxes, and social security are examples. Deduction authorization forms will be distributed in August of each school term. Teachers wishing to make later changes in their deductions will notify

the school bookkeeper thirty (30) days in advance of the desired change. Said notifications will be in writing.

- 10.5 Teachers shall be paid on the fifteenth and thirtieth day of each month. Beginning with the 2014-2015 school year the first paycheck will be August 30, 2014. The last paycheck will be August 15, 2017. Payment will be made by direct deposit.
- 10.6 Tuition Reimbursement: The Board of Education (District #82) shall pay up to \$175.00 per semester hour to teachers in the 2014-2015 school year, \$180 per semester hour to teachers in the 2015-2016 school year, and \$185 per semester hour to teachers in the 2016-2017 school year of said District who desire to further their education. Teachers will only be reimbursed for out-of-pocket tuition costs up to the tuition allowance. The Board will reimburse the teacher(s) up to a maximum of nine (9) semester hours per calendar year. Nine (9) hours will be guaranteed for tuition reimbursement during each calendar year. Up to nine (9) hours may be reimbursed. \$1000.00 will be available for persons taking 10-12 hours on a first-come, first-serve basis. If a course is taken during the school year, the teacher(s) must remain employed by the District until the end of that school year. If a course is taken during school year and/or the following summer, the teacher (s) must continue employment with the District for the upcoming school year. If a teacher(s) fail to complete the employment the following school year, tuition reimbursement money paid by the school will be refunded by the employee to the said District. Providing conditions detailed in Article X have been complied with, this benefit is payable upon completion of the course.
- 10.7 Teachers who complete the approved Illinois Master Teacher Coursework and obtain a certificate will be paid \$500 per year extra by the District for each year that the certificate is maintained.
- 10.8 Cafeteria Plan: It is the intent of both parties, i.e., the Board of Education and the BEA, to keep the district's adopted Cafeteria Plan in force so long as cafeteria plans are legal and of benefit to BEA members. Nothing in this Agreement prevents modification of the Plan as expediency and/or law would require.
- 10.9 Insurance:  
The Board agrees to pay \$4600 per year for the length of the contract (2014-2017) for insurance and a comparable paid annuity (25% of Board paid insurance) for those who do not wish to take the insurance.
- 10.10 Retirement Incentive: An employee who first tenders an irrevocable letter of resignation to the Board in order for the employee to retire on a date certain in the future under a Teacher Retirement System (TRS) program shall be eligible for a retirement incentive in up to each of his or her final four years of service, subject, however to compliance with the following conditions:

1. The employee shall have no less than ten (10) years of continuous full-time service exclusively to the district on the employee's date of retirement to the TRS retirement program; and
2. The employee shall be no less than sixty (60) years of age on or before December 31 of the year of retirement or shall be at least fifty-five years of age and shall have not less than thirty-five (35) years of creditable service to TRS on the date of the employee's retirement or have such TRS service credit and be such age as to retire without the District incurring any additional payment to TRS (such as ERO payment, e.g.) other than the employer's normal TRS payment (nine and four tenths percent (9.4%) of creditable earnings). In the event that there is any question as to the correct interpretation of the conditions contained herein, this provision shall be read to disqualify the teacher from receipt of any incentive hereunder if the employer shall be required to pay to TRS any additional payment (such as ERO payment, e.g.) other than the employer's normal TRS payment (nine and four tenths percent (9.4%) of creditable earnings); and
3. The employee shall have tendered to the Board a binding, irrevocable resignation for a date certain in the future, not more than four school terms (school terms generally run from mid-August to late May or early June) from the date the letter of resignation is received by the board. The notice must be given on or before September 1<sup>st</sup> of the year which is intended to count as the first year of receipt of retirement incentive provided for herein, and
4. The retirement incentive period (for which a six percent (6%) incentive is paid pursuant to all the conditions contained herein) shall not be less than one (1) year nor more than four (4) years in length, depending upon the date the letter of resignation is received by the Board and the specified date of retirement. "TRS creditable earnings," wherever that phrase is used in the entirety of this provision (Retirement Incentive), shall mean total TRS creditable earnings as defined by TRS and includes any extra stipends, step, longevity, lane movement and specifically includes pension payment.

To receive the full value of the incentive provided for herein the employee shall fully perform all his or her duties during the incentive period. Any reduction in performance of duties to the District by the employee during the incentive period (dock days or leave of absence without pay, for example) shall result in a corresponding reduction in salary and benefit amount to the employee (the employee shall receive less than the six percent (6%) incentive contemplated herein.)

In exchange for the employee's written, binding, irrevocable resignation on a date certain (as defined above), the District shall remove the employee from the salary schedule (or other payment schedule that may be applicable) and for each year of eligibility, the employee's TRS creditable earnings shall be increased by six percent

(6%) over the employee's TRS creditable earnings for the prior year of employment beginning with the first year of the incentive period.

Examples:

An employee applies for the award one year before retirement. The employee's TRS creditable earnings for 2006-2007 were \$40,000. The employee's final year TRS creditable earnings (2007-2008) will be \$42,400 ( $\$40,000 \times 1.06 = \$42,400$ ).

An employee applies for the award three years before retirement. The employee's TRS creditable earnings for the 2006-2007 school term were \$40,000. The employee's first year TRS creditable earning will be \$42,400 ( $\$40,000 \times 1.06 = \$42,400$ ). The employee's second year TRS creditable earnings will be \$44,944 ( $\$42,400 \times 1.06 = \$44,944$ ). The employee's final year TRS creditable earnings will be \$47,640 ( $\$44,944 \times 1.06 = \$47,640$ ).

If an employee has any additional paid services (extended contract or duties paid in addition to salary schedule rate) at the commencement of the retirement incentive period and such employee ceases to perform those services during the retirement incentive period, the calculation of the employee's salary which is subject to the six percent (6%) increase provided for herein shall be reduced by the value of the services not performed.

Example:

An employee applies for the award three years before retirement. The employee's creditable earnings for the 2006-2007 school term were \$40,000. The employee's first year creditable earnings will be \$42,400 ( $\$40,000 \times 1.06 = \$42,400$ ). The employee's second year creditable earnings will be \$44,944 ( $\$42,400 \times 1.06 = \$44,944$ ). The employee ceases to perform a service which had been paid in addition to salary schedule rate in his or her final year of employment for which he or she would have been paid \$2,000 (TRS creditable earnings). The employee's final year creditable earnings will be \$45,520 ( $\$44,944 - \$2,000 = \$42,944 \times 1.06 = \$45,520$ ).

Once an irrevocable letter of retirement is submitted and the retirement incentive period begins, the employee will not be assigned, nor may the employee apply for nor assume any additional duty, perform any additional service, receive any additional assignment nor do any additional work (hours, days, weeks or months) of any kind for employer beyond what the employee had been doing when the retirement incentive period began.

If an employee fails to complete the retirement incentive period, leaves the District prior to the designated retirement date or otherwise retires under the statutory Early Retirement Option, causing the District to have to pay monies not contemplated herein to TRS, the District shall be entitled to recover from the employee all retirement incentive payments made to the employee (the employee's creditable

earnings after receipt of the retirement incentive provided for herein minus the employee's creditable earnings if no incentive had been paid) including tax and retirement withholdings, plus attorney's fees related to enforcement of this provision.

In no event will an employee subject to this provision receive an increase in any year covered by this provision of TRS creditable earnings in excess of six percent (6%) of the prior year's TRS creditable earnings.

The meaning of this provision in the event of a change in the law or a rules change or interpretation by TRS subsequent to the adoption of this provision shall be compliance with this provision (to the extent possible without penalty or additional cost to the District) but under no circumstances shall this provision be interpreted to require the District to incur any assessment or penalty not contemplated by the District at the time this provision was adopted. No payment of any kind to TRS, nor to any employee, except as expressly and explicitly provided for herein was contemplated, intended or enacted by the Board at the time of the adoption of this provision.

If TRS should at any time have objections, or advised that the District will incur penalties or payment not contemplated by the Board at the time this provision was adopted by the Board and it is possible to revise the provision to avoid such penalties or payments, then this provision shall be so revised so as to avoid all penalties or payments that are inconsistent with the terms of this provision.

10.10A Medical Insurance after Retirement: The employer shall provide the opportunity for any employee retiring from the District with the above number minimum service of fifteen (15) year the opportunity to remain with the insurance provided to the school employees at the employee's expense.

10.11 Definitions:

10.11.A Expediency—Action benefiting the parties.

10.11.B Law—Federal and state statutes and IRS ruling pertaining to Section 125 plans.

10.12 Teachers will be paid at a rate of \$23.50 per hour for work past contract time.

## ARTICLE XI

### SCHOOL DAY AND WORK YEAR

- 11.1 Length of working day for instructional personnel: Teachers shall be at school and on duty in their rooms not later than 8:15 a.m. and shall not leave before 3:15 p.m. The instructional day shall begin at 8:20 a.m. and end with student dismissal at 3:00 p.m.
- 11.2 The teacher work year shall consist of 176 pupil attendance days and up to four (4) institute days. Days not used as institutes will become attendance days, if required by law to become attendance days.
- 11.3 On days prior to holiday breaks, teachers shall be at school and on duty in their rooms not later than 8:15 a.m. and shall not leave before 2:00 p.m. This does not apply to half-day in-services and institute days.
- 11.4 Each full-time teacher shall be entitled to a preparation period of not less than 30 minutes during each regular workday.
- 11.5 Every teacher shall be provided a duty-free lunch period equal to the regular local school lunch period but not less than thirty (30) minutes in each school day.

## ARTICLE XII

### GENERAL ASSOCIATION RIGHTS

- 12.1 Definition: General Association is defined as certified teachers employed by Bethel Grade School.
- 12.2 One copy of the monthly Board agenda will be furnished to the BEA President at least one day prior to the Board meeting. The treasurer's report will be distributed at the regular monthly Board meeting. Teachers may view and copy approved Board minutes that are both official and public.
- 12.3 The Superintendent may hold monthly meetings with the faculty on the Monday prior to the regular meeting of the Board of Education. School will dismiss at 2:00 on those days. Meetings shall dismiss no later than 5:00. Employees will not be reprimanded if they leave at 3:15 due to unforeseen circumstances.
- 12.4 The Superintendent or his/her designee will inform teachers by June 15 if their tentative classroom instruction and extracurricular assignments for the following school year will change. Should changes and/or adjustments in

assignments be necessary after August 1, and during the regular school year, the teacher(s) will be notified in writing as promptly as circumstances permit. The Superintendent or his/her designee will discuss changes and /or adjustments prior to a final decision being made, unless there is an emergency situation or the affected teacher(s) are not available for such a conference. The final decision-making covering all such assignments shall remain with the Administration.

12.5 Voluntary Transfers--Teachers who desire to transfer to another assignment shall apply in writing to the Superintendent or his/her designee. The request shall also indicate how long the teacher wishes to be considered for the transfer.

12.5.A When it is determined by the Superintendent or his/her designee that a transfer/reassignment may be possible, the teacher will be interviewed for the position and will be informed of the decision as soon as practical.

12.5.B Currently employed teachers selected for interviews will be interviewed prior to out-of-district applicants. In the event a currently employed teacher is not selected, the affected employee may request a conference with the Superintendent or his/her designee to discuss the decision.

12.5.C It is recognized the Board reserves the right to fill or not fill vacancies.”

12.6 The Association and its duly authorized representatives shall have the right to use the school building, facilities, and equipment for the purpose of conducting regular Association business. It is understood that the use of the building, facilities, Internet and equipment will be restricted to local Association activities. The Association will not be charged for the routine use of the building.

## **ARTICLE XIII**

### **TEACHER EVALUATION**

13.1 Informal Observations

Teachers may be informally observed by the Superintendent and/or the building principal without advance notice to the teacher. If the informal observation shall be used as part of an evaluation, it shall be reduced to writing and discussed with the teacher within ten (10) work days after the observation.

### 13.2 Pre-observation Conference

Prior to conducting any formal observations the Superintendent shall conduct a pre-observation conference which may include a review of evaluative criteria, and the teacher's course of study, lesson objectives, methods, classroom records and other pertinent information. Formal observation shall be scheduled with the knowledge of the teacher. Each formal observation shall normally not be less than thirty (30) minutes or 1 class period.

### 13.3 Formal Evaluations

Tenured teachers shall be entitled to at least one formal evaluation every two (2) years. Non-tenured or probationary teachers shall be entitled to at least one formal evaluation each year. These evaluations will be completed seventy-five (75) calendar days before the school year ends. The format of the evaluation instrument shall be consistent for all teachers.

### 13.4 Post-evaluation Procedures

All evaluations shall be reduced to writing and a copy given to the teacher as soon as practical, with ten (10) work days being the guideline. Within ten (10) work days of receiving the evaluation, a conference will be held between the teacher and the Superintendent to review the evaluation and provide specific recommendations covering improvements if weaknesses are identified. If the teacher disagrees with the content of the evaluation, he/she may submit a written response within ten (10) work days of the conference, with the response being attached to the evaluation.

### 13.5 Evaluation

During the life of the Collective Bargaining Agreement between the parties, any proposed changes to the District Evaluation Plan shall be submitted to a joint committee consisting of the Superintendent, two (2) BEA members selected by the BEA prior to one (1) teacher chosen by the Superintendent and will meet as needed to re-evaluate the District Evaluation Plan in accordance to School Code.

## **ARTICLE XIV**

### **EMPLOYEE DISCIPLINE**

14.1 No certified teacher shall have any disciplinary matter stated formally in their permanent records without a hearing. A hearing shall consist of the teacher, an Association representative, the Superintendent, and the School Board.

14.2 An evaluation conducted in accordance with the District Evaluation Plan is excluded.

## **ARTICLE XV**

### **REDUCTION IN FORCE**

- 15.1 If a teacher is removed or dismissed as a result of a decision by the Board to decrease the number of teachers employed by the Board, or to discontinue some particular type of teaching service, the reduction in force shall comply with the Education Reform Act (Public Act 9-0008) and /or any language the joint committee agrees to.
- 15.2 All teachers dismissed as a result of such decrease or discontinuation of a program, shall be paid all earned compensation on or before the third business day following the last day of pupil attendance in the regular school term.
- 15.3 If the Board has any vacancies for the following school term, within one calendar year from the beginning of the following school term, the positions thereby becoming available shall be tendered to the teachers so removed or dismissed so far as they are legally qualified to hold such positions and are eligible for recall in accordance with the Education Reform Act (Public Act 97-0008). A teacher's failure to respond affirmatively, in writing, within fifteen (15) calendar days after the receipt of the Board's letter sent by registered mail to the teacher's address on file with the Board recalling such teacher shall result in termination of the teacher's rights or recall hereunder.

## **ARTICLE XVI**

### **OTHER CONDITIONS**

- 16.1 If any provision of this agreement becomes illegal, void, or otherwise unenforceable, all other provisions shall be unaffected thereby.
- 16.2 The terms and conditions set for the in this agreement represent the full and complete understanding and commitment between the Board and the Association. Both parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals upon the other party. All understanding and agreements arrived at after the exercise of this right and opportunity are set forth in this agreement.

## **ARTICLE XVII**

### **DURATION**

- 17.1 This agreement shall be effective on the first employee work day of the 2014-2015 term and shall continue in effect until 11:59 p.m. on the last employee work day of the 2016-2017 school term.

**RATIFIED BY:**

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**PRESIDENT, BETHEL BOARD OF EDUCATION**

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**DATE**

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**PRESIDENT, BETHEL EDUCATION ASSOCIATION**

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**DATE**

**APPENDIX A**  
**Bethel Grade School**  
**2014-2015 Salary Schedule**

	BS	BS+8	BS+16	BS+24	MS	MS+8	MS+16	MS+24	MS+32
0	36998	37723	38449	39173	39900	40625	41351	42076	42802
1	37652	38377	39101	39826	40552	41277	42002	42728	43454
2	38304	39030	39755	40481	41205	41930	42655	43381	44106
3	38957	39681	40406	41133	41858	42584	43309	44034	44758
4	39610	40334	41060	41785	42510	43235	43962	44687	45413
5	40263	40988	41713	42438	43163	43888	44614	45338	46064
6	40914	41640	42366	43092	43817	44542	45267	45991	46717
7	41568	42293	43017	43743	44468	45195	45920	46646	47370
8	42221	42946	43672	44397	45122	45846	46571	47297	48023
9	42873	43599	44324	45049	45775	46500	47226	47950	48675
10	43525	44251	44976	45702	46428	47152	47878	48603	49329
11	44179	44905	45630	46354	47079	47805	48530	49257	49981
12	44831	45557	46283	47008	47733	48459	49182	49908	50633
13	45484	46209	46935	47660	48386	49111	49837	50562	51288
14	46138	46862	47587	48312	49038	49763	50489	51214	51940
15	46790	47516	48241	48967	49691	50416	51141	51867	52593
16	47442	48167	48893	49619	50344	51070	51795	52520	53244
17	48096	48820	49546	50271	50996	51722	52448	53173	53898
18	48749	49474	50199	50924	51649	52374	53100	53824	54551
19	49400	50127	50852	51578	52303	53028	53753	54477	55203
20		50779	51503	52229	52955	53681	54406	55132	55856
21		51432	52158	52883	53607	54332	55057	55784	56509
22		52085	52811	53535	54261	54986	55712	56436	57161
23		52737	53462	54188	54914	55639	56364	57089	57815
24		53391	54116	54840	55565	56291	57017	57743	58468
25			54768	55494	56219	56945	57668	58394	59119
26				56146	56872	57597	58323	59048	59774
27				56798	57524	58250	58975	59700	60426

2014-2017 Salary Schedule  
 \$110 per year of service at Bethel for teachers who are off schedule.

**APPENDIX B**  
**Bethel Grade School**  
**2015-2016 Salary Schedule**

	BS	BS+8	BS+16	BS+24	MS	MS+8	MS+16	MS+24	MS+32
0	37646	38384	39122	39859	40599	41336	42075	42813	43552
1	38311	39049	39786	40523	41262	42000	42738	43476	44215
2	38975	39714	40451	41190	41927	42664	43402	44141	44878
3	39639	40376	41114	41853	42591	43330	44067	44805	45542
4	40304	41040	41779	42517	43254	43992	44732	45470	46208
5	40968	41706	42443	43181	43919	44657	45395	46132	46871
6	41630	42369	43108	43847	44584	45322	46060	46796	47535
7	42296	43034	43770	44509	45247	45986	46724	47463	48199
8	42960	43698	44437	45174	45912	46649	47386	48125	48864
9	43624	44362	45100	45838	46577	47314	48053	48790	49527
10	44287	45026	45764	46502	47241	47978	48716	49454	50193
11	44953	45691	46429	47166	47903	48642	49380	50119	50856
12	45616	46355	47093	47831	48569	49308	50043	50782	51520
13	46280	47018	47757	48495	49233	49971	50710	51447	52186
14	46946	47683	48420	49158	49897	50634	51373	52111	52849
15	47609	48348	49086	49824	50561	51299	52036	52775	53514
16	48273	49010	49749	50488	51226	51964	52702	53440	54176
17	48938	49675	50414	51151	51889	52628	53366	54104	54842
18	49603	50340	51078	51816	52553	53291	54030	54766	55506
19	50265	51005	51742	52481	53219	53956	54694	55431	56170
20		51668	52405	53144	53882	54621	55359	56097	56834
21		52333	53071	53809	54546	55283	56021	56761	57498
22		52997	53736	54472	55211	55949	56687	57424	58162
23		53660	54398	55137	55875	56613	57351	58089	58827
24		54326	55064	55800	56538	57277	58015	58754	59492
25			55727	56466	57203	57942	58678	59416	60154
26				57129	57868	58605	59344	60082	60821
27				57792	58531	59270	60008	60745	61484

2014-2017 Salary Schedule

\$110 per year of service at Bethel for teachers who are off schedule.

**APPENDIX C**  
**Bethel Grade School**  
**2016-2017 Salary Schedule**

	BS	BS+8	BS+16	BS+24	MS	MS+8	MS+16	MS+24	MS+32
0	38305	39056	39807	40557	41310	42060	42812	43563	44315
1	38982	39733	40483	41233	41985	42735	43486	44237	44989
2	39658	40409	41159	41911	42661	43411	44162	44914	45664
3	40333	41083	41834	42586	43337	44089	44839	45590	46339
4	41010	41759	42511	43262	44011	44762	45515	46266	47017
5	41685	42436	43186	43937	44688	45439	46190	46940	47692
6	42359	43111	43863	44615	45365	46116	46867	47615	48367
7	43037	43788	44536	45288	46039	46791	47542	48294	49043
8	43712	44463	45215	45965	46716	47466	48216	48968	49720
9	44388	45139	45890	46641	47393	48142	48894	49644	50394
10	45063	45814	46565	47316	48068	48818	49569	50320	51072
11	45740	46491	47242	47992	48742	49494	50245	50997	51746
12	46415	47167	47918	48669	49419	50171	50919	51671	52422
13	47090	47841	48593	49344	50095	50846	51598	52348	53100
14	47768	48518	49268	50019	50771	51521	52273	53023	53774
15	48443	49195	49946	50696	51446	52197	52947	53699	54451
16	49118	49868	50620	51372	52123	52874	53625	54376	55125
17	49795	50545	51297	52047	52798	53549	54300	55051	55802
18	50472	51221	51972	52723	53473	54224	54976	55725	56478
19	51145	51898	52648	53400	54151	54901	55652	56402	57153
20		52573	53323	54075	54825	55577	56328	57079	57829
21		53249	54000	54751	55501	56251	57002	57755	58505
22		53925	54677	55426	56178	56929	57680	58429	59180
23		54600	55350	56102	56853	57604	58355	59106	59857
24		55277	56028	56777	57528	58280	59031	59783	60534
25			56703	57455	58205	58956	59705	60456	61207
26				58129	58881	59631	60383	61134	61886
27				58804	59556	60308	61059	61809	62560

2014-2017 Salary Schedule  
 \$110 per year of service at Bethel for teachers who are off schedule.

## APPENDIX D

### EXTRA CURRICULAR COMPENSATION SCHEDULE 2014-2017

ACTIVITY	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9
Scholar Bowl	600	650	700	750	800	850	900	950	1000
Student Council	250	300	350	400	450	500	550	600	650
School Impr	500	550	600	650	700	750	800	850	900
Head Teacher	3000	3050	3100	3150	3200	3250	3300	3350	3400
Tech Coord	1000	1050	1100	1150	1200	1250	1300	1350	1400
E Rate Coord	500	550	600	650	700	750	800	850	900
Yearbook Sponsor	200	250	300	350	400	450	500	550	600
Athletic Director	1200	1250	1300	1350	1400	1450	1500	1550	1600
Baseball	800	850	900	950	1000	1050	1100	1150	1200
Softball	800	850	900	950	1000	1050	1100	1150	1200
Cross Country	600	650	700	750	800	850	900	950	1000
Basketball	950	1000	1050	1100	1150	1200	1250	1300	1350
Cheerleading	700	750	800	850	900	950	1000	1050	1100
Track	600	650	700	750	800	850	900	950	1000
Volleyball	800	850	900	950	1000	1050	1100	1150	1200

- A. Schedule pertains to BEA members only.
- B. Athletic Director will be entitled to an Athletic Director release period of not more than 40 minutes per school day.
- C. The District will pay ballgame ticket sellers \$10 per game. Selection shall be on a first come, first serve voluntary basis.

## **EVALUATION INSTRUMENT**

## **APPENDIX E**