

AGREEMENT BETWEEN

THE BOARD OF EDUCATION

DECATUR PUBLIC SCHOOL DISTRICT NO. 61

AND

THE DECATUR EDUCATION ASSOCIATION

2014-2018



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ARTICLE I

OBJECTIVES OF THE AGREEMENT

- A. This Agreement, developed and agreed to by the Board of Education for Decatur School District No. 61, Decatur, Illinois, hereinafter referred to as the "Board," and The Decatur Education Association, which is affiliated with IEA-NEA, hereinafter referred to as the "Association," establishes an orderly procedure for negotiating and resolving differences between the Board and the Association, and specifies the rights and responsibilities of both parties, including working conditions, fringe benefits and wages in return for services.
- B. Although educational programs and management prerogatives are not negotiable items and are not included in this Agreement, it is recognized that these are matters of concern to members of the bargaining unit; and the Board encourages the Association to recommend for Board consideration any proposed changes in the policies and administrative regulations of the Board that the Association deems important in achieving the educational objectives of the School District (hereinafter referred to as "District").
- C. Any revisions of this Agreement shall be in accordance with Article III, "Negotiation Procedures."

INCREASED AWARENESS AND QUALITY IMPLEMENTATION OF AGREEMENT LANGUAGE

MEETINGS

- A. A joint presentation of the new Agreement will be held for the Board, the Association Board of Directors and all central office administrators the first school year the new Agreement is adopted.
- B. A joint presentation of the new Agreement will be held for all certificated employees at the beginning of the first school year the new Agreement is adopted.
- C. A joint presentation of the new Agreement will be held for all administrators of the districts within the Macon-Piatt Special Education District at the beginning of the first school year the new Agreement is adopted.
- D. A joint presentation of the new Agreement will be held for the Association Representatives (ARs), building administrators and special education administrators.
- E. A joint presentation of the new Agreement will be held during each new employee orientation.
- F. Joint training/Agreement clarification for building administrators and Association Representatives (ARs) will be available upon request throughout the school year. Joint presentations will be made at the request of the building administrators or the AR.

- G. An end of the year grievance review will be held annually by representatives of the Association and the District(s) to review the grievances filed during that Agreement year.

DOCUMENTS

- A. Records of agreements reached after Agreement ratification will be published to all affected parties.
- B. It is the goal of all the members of the Association to insure all language included in the Agreement is clear and concise.

ON-LINE RESOURCE

- A. An on-line resource comprised of commonly used forms for personnel, payroll and professional development will be made available to county employees. County employees will be offered annual training on accessing these commonly used forms as well as accessing the District website during the annual technical assistance meeting held by the special education administrator. A calendar of professional learning opportunities will be posted online for county employees by August 1st, 2014 and updated regularly. A Decatur Public Schools e-mail address will be assigned to each county employee.
- B. An on-line resource that highlights individual sections of the new Agreement will be created. This resource will contain an area designated for answering specific questions and concerns about Agreement language.
- C. The on-line resource will contain mutually agreed upon scenarios and examples based on requests for clarification.
- D. Periodic Agreement updates will be posted on the on-line resource during the school year as needed.

ARTICLE II

RECOGNITION AND INDIVIDUAL RIGHTS

- A. The Board recognizes the Association as the sole and exclusive representative for all regularly employed certificated employees (teachers, school nurses, speech/language pathologists, psychologists, social workers, counselors, librarians/instructional material center consultants, department chairpersons, team leaders, coordinators, consultants who spend less than fifty percent (50%) of their time in administrative duties, and teachers employed by the Macon-Piatt Special Education District, and other such positions, similar in function and role) hereinafter referred to as "employees." Those not included in the bargaining unit are the Superintendent, Assistant Superintendent, Administrative Assistant, all central administrative directors, supervisors, coordinators and consultants, principals, assistant principals, deans, substitute teachers, teaching assistants, and such other positions, similar in function and role, as may be created by the Board from time to time.

- B. The Board may establish such temporary positions as it deems necessary in order to accomplish the educational objectives of the District. The Board and the Association agree that any employee assigned to a temporary position outside the bargaining unit shall, upon completion of the temporary assignment, have the right to return to a position within the bargaining unit without loss of benefits.
- C. The term "days" when used in this Agreement shall, except where otherwise indicated, mean employee working days.
- D. Both the Board and the Association recognize that each employee has the right to join or not to join any organization for his/her professional or economic improvement.
- E. The Board agrees not to enter into contract negotiations with any individual, group, or organization of employees covered by this Agreement, other than its duly elected representatives, for the duration of this Agreement. Nothing herein shall preclude individuals or other organizations from presenting their views and recommendations to the Board or administrative staff at any time.
- F. All benefits, rights and responsibilities provided by this Agreement shall apply equally to all employees covered by this Agreement.

ARTICLE III

NEGOTIATION PROCEDURES

A. Procedure

1. The parties shall conduct negotiations pursuant to the Illinois Educational Labor Relations Act and its Rules and Regulations as from time to time amended.
2. Each party to negotiations shall select its negotiation representatives, provided, however, that the Board shall not select an employee as herein defined, as its representative, and the Association shall not select any individual employed by the Board unless such individual is an employee as herein defined. In addition to the negotiating representatives, both the Board and the Association may have in attendance at negotiation sessions one (1) nonparticipating person to act as a recorder of the negotiation discussions and a maximum of three (3) observers.

The Association observers will be employees as herein defined, and the Board observers will be administrative personnel and/or Board members. Any observer not provided for in this section shall be permitted to attend negotiating sessions, only if, both the Association and the Board teams mutually agree on such attendance.

3. The size of the respective negotiating teams will be determined by agreement of a representative from the Board and a representative from the Association within thirty (30) calendar days of the receipt by either party of a demand to bargain. No substantive bargaining will occur until such agreement is reached.

B. Assistance

The Board agrees that the Superintendent's office will, upon reasonable request, furnish the Association's Collective Bargaining Committee all readily available pertinent information concerning the financial resources of the District, including the tentative line budget at the time it is ready for the Board and preliminary budgetary proposals, requirements and allocations, and such other readily available and pertinent information as will assist the Association in developing intelligent, accurate and constructive proposals on behalf of the employees. Nothing herein shall require the administrative staff to research and assemble information.

ARTICLE IV

RIGHTS AND RESPONSIBILITIES

A. The Board

1. The Board shall continually seek to provide a quality educational program, seeking improvement in teaching methods, in instructional tools, in professional standards of excellence, in efficiency of operation and in employee morale.
2. An instructional materials needs assessment will be conducted annually in each building. Building administration shall create and distribute a list of necessary instructional materials. Every effort will be made to provide each employee the materials listed prior to the start of each school year.
3. A classroom and curriculum inventory will be developed by the end of the 2011-2012 school year. This inventory will be completed and submitted annually by employees to allow adequate time to order needed materials for the following school year. The textbook (consumables) inventory will be completed and submitted by February 1. An inventory of instructional materials other than textbooks or consumables will be completed and submitted by March 1. Building administrators will order materials based on need, projected enrollment and available financial resources.
4. The Board will ensure current building budgets are available annually to be viewed by employees.
5. Building administration will encourage all employees to participate in cost and time appropriate professional development with an emphasis on technology.
6. The Board will administer an annual District-wide research based climate survey. The goal of the survey is to improve climate and to positively affect student learning. It is the expectation that all employees will have the opportunity to complete the survey. Results will be shared with all employees to guide improvement.
7. Before any Board meeting, the Secretary of the Board shall provide the Association with the same written information that he/she provides the press on the day of the

meeting. Any additional materials made available to the press during the meeting shall also be made available to the Association.

8. The Board recognizes that each employee has the right to join or not to join any organization for the employee's professional or economic improvement, and membership in any organization shall not be required as a condition of employment.
9. The Board agrees that it will not discriminate against any employee with respect to hours, wages, terms or conditions of employment by reason of the employee's membership in any professional organization or participation in any grievance.
10. This Agreement shall create no personal or individual contractual obligation or liability on the part of any member or members of the Board.

B. The Employees

1. Employees shall be responsible for maintaining a continuous high level of professional service. Therefore, they are responsible for discharging their assignments with professional proficiency.
2. Proper authorization for membership payroll deductions shall be the signature of the employee on an authorization form prepared by the Association and submitted to the Superintendent or his/her designee. Such authorization shall remain effective from year to year unless the employee cancels such authorization by notice in writing to the Superintendent and the Association prior to September 1st of any school year, to be effective for such year. Authorizations submitted to the Superintendent or his/her designee by the 15th of any month shall become effective by the first pay period of the following month. Such payroll deductions shall be equally deducted over the remaining pay periods and remitted to the Association within ten (10) days following each pay period.
3. Fair Share
 - a. Each employee, 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.
 - b. In the event that an employee 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 those nonmembers certified by the Association.
 - c. Such fee shall be paid to the Association by the Board no later than ten (10) days following deduction.

- d. In the event of any legal action against the Board brought in a court or administrative agency because of its compliance with this provision, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
 - 1) The Board gives immediate notice of such action in writing to the Association and permits the Association intervention as a party if it so desires; and
 - 2) The Board 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.
- e. The Association agrees that in any action so defended, it will indemnify and hold harmless the Board from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Board's compliance with this provision.

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 provision.

- f. The obligation to pay a fair share fee will not apply to any employee who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such employee is a member, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collection of the entire fee, the Association will make payment on behalf of the employee to a mutually agreeable nonreligious charitable organization as per Association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.
- 4. Employees, upon written request of an appointment, to be at the convenience of both parties, shall have the right to review the contents of their personnel files as maintained by the Director of Human Resources. Privileged information, such as letters of reference, shall be specifically exempted from such a review. A personal representative of the employee may, at the employee's request, accompany the employee in such a review. An employee may write a response to any material contained in the employee's file, and this response shall also be placed in the personnel file.
 - 5. Employees recognize participation in parent conferences and staffings as part of their professional responsibilities. Whenever reasonably possible, these parent conferences and staffings will be prearranged; however, both the Association and the Board acknowledge that meeting with concerned parents as quickly as possible is in the best interest of all parties. (See Article VII. 9. A.)

6. Employees will be responsible for filing with the Director of Human Resources a professional certificate or a receipt for application or renewal before receiving the first pay for the school year. In addition, employees new to the District shall be responsible for filing a health certificate, the results of a tuberculin test, income tax withholding forms, an official transcript of college credits, salary payment plan and an authorization for direct deposit of paycheck form before being paid. Proof of citizenship through the appropriate forms shall also be provided.

C. Association

1. The Association shall have the right to post official notices of its activities and matters of Association concern on bulletin boards located in the teachers' lounge. The Association Representative shall be responsible for posting and removing official notices of activities and matters of Association concerns; however, the principal may direct the removal of any items posted on the bulletin board which in the principal's judgment may be offensive to other employees, in poor taste or not appropriate for display. The principal and the Association Representative shall jointly forward any materials so removed from the bulletin board to the President of the Association through the Superintendent.
2. The Association shall have the exclusive right to use the District mail service and mail boxes for communications to employees. No postage shall be paid by the Board for the Association's communications.
3. The Association shall have the right to use school building facilities at any time for official Association meetings of the employees of the building being used, providing such facilities are available, prior notice has been given to the building principal a minimum of two (2) days in advance of the meeting, there is no interruption of the educational program and the Association reimburses the District for any custodial and maintenance expenses incurred by the District as the result of the Association meetings. The Association may request the use of school building facilities for general membership meetings or other Association purposes; and such requests will be handled in the same manner as all other requests received by the District for use of District facilities, except that charges for use of District facilities will be limited to custodial and maintenance costs when the purpose of such use is an official Association general membership meeting.
4. Total Membership: Authorized Association Representatives or delegates shall be granted time to attend state or national association workshops, conferences, business meetings and other activities, provided the total amount of time so taken does not exceed one hundred five (105) days per school year by all such authorized employees. No more than ten (10) days shall be used by any one employee per school year, excluding the Association President. In exercising the use of any of the provisions of this paragraph, it shall be the responsibility of the employee to notify in writing the building principal of his/her intention to be out of the building. Notification shall be given in writing no fewer than three (3) days prior to the absence.

President Only. If requested by the Association sixty (60) calendar days in advance of the initial employee workday of the first semester, and after consultation with the Superintendent or his/her designee, the President shall have the option of being released from part or all of his/her teaching assignment for the duration of that school year. The amount of time taken by the President shall not exceed the number of scheduled employee workdays. There shall be no deduction from the salary, fringe benefits or seniority rights of the President, provided the Association reimburses the Board the total gross salary amount of an employee on step five with a Bachelor's degree, to be paid on the payroll schedule. Upon return from leave at the beginning of the next school year the President shall return to a teaching assignment for which he/she is certified with a displaced teacher status.

5. When requested, the Association shall provide the Board and the Superintendent with the names of the Association's officers, directors, association representatives and negotiating team.
6. The Association shall conduct its District-wide meetings on the second Wednesday of each month. The Board will encourage building administrators and employees to clear these days of employee-related meetings such as meetings of the Curriculum Advisory Committee, Curriculum Task Forces, school faculty, etc., under the jurisdiction of the District.
7. In years when a new employee orientation meeting is held, the Association will be given a place on the agenda. Each new employee will be given a copy of the Agreement at the orientation meeting.

ARTICLE V

GLOBAL STATEMENT ON EMPLOYEE APPRAISAL

- A. Every effort will be made to complete all observations and post-conferences for employees in a manner which allows for professional growth. These observations and a final evaluation conference should take place before Board action and the non-renewal date. A minimum of seven (7) student attendance days should pass between the completion of post-observation conference number one (1) and the second observation. This time frame will be followed for the remaining observations and post-conferences. This will allow an opportunity for professional growth. When appropriate, a visitation day may be taken by the employee to observe successful classroom techniques within the District. In the event the evaluation process is not completed by the appropriate building administrator by the deadline, the following will be notified: Human Resources, the Association, and the Appraisal Action Committee. Building administrators (including special education administrators) will notify Human Resources and the employee's respective supervisor. Employees will notify the Association. Human Resources and the Association will notify the Appraisal Action Committee chair persons. In the event, either party, misses a timeline(s), and a conversation does not resolve the issue, the employee may file a grievance related to the timeline(s).
- B. The Appraisal Action Committee will meet a minimum of one (1) time per semester. The first semester meeting will focus on completion of the pre-conference and the first/second observations. They may also assist with an adjusted timeline for employees that have been hired after the beginning of the school year, especially if there are extenuating circumstances. The second semester meeting will focus on the final evaluations and making sure all non-tenured employees have completed the evaluation process. The Appraisal Action Committee may also meet when there is a concern by either party about the appraisal process.

EMPLOYEE EVALUATION

- A. The employee evaluation process will follow the process outlined in the Agreement insofar as the process is in compliance with federal and state statutes. Administrator training on the appraisal tool which includes an outline of process timelines will occur yearly. The building administrator assigned to perform an employee's evaluation shall be made known to the employee at the beginning of the school year.
- B. Each employee in contractual continuing service shall be evaluated at least once every two (2) years. Each employee not in continuing contractual service shall be evaluated once every year. The evaluation shall include personal observation of the employee in the classroom by a District administrator or other appropriate administrator qualified under Section 24-A-3 of the Illinois School Code, unless the employee has no classroom duties. Non-classroom employees will be observed in their work area.

For Macon-Piatt Special Education District employees assigned to a county school, the evaluation shall include personal observation of the employee in the classroom by a county district administrator, qualified under Section 24-A-3 of the Illinois School Code, unless the employee has no classroom duties. Non-classroom employees will be observed in their work area. The evaluating administrator will require performance input from the special education administrator assigned to the building. If the evaluating administrator is a special education administrator, the building administrator will be required to provide performance input for the employee's appraisal. For Decatur special education employees assigned to one building, the evaluator shall be the building administrator. For special education employees assigned to more than one building or in the county, the evaluator shall be the special education administrator. Any changes to the assigned evaluators will need to be mutually agreed upon by the District administration and employee with notification to the Association.

The parties acknowledge that the procedure set forth in this Article pertains to the formal evaluation of classroom teaching performance and that nothing herein shall be construed as prohibiting or limiting the normal day-to-day observation and evaluation of an employee's overall performance as a District employee, nor shall it hinder or limit the right of the Board to terminate the employment of an employee under the applicable provisions of the Illinois School Code.

Every employee will follow the steps outlined in the Decatur Public School District 61 Teacher Appraisal Process Manual, including all the timelines set forth within the manual. In the event, either party, misses a timeline, and a conversation does not resolve the issue, the employee may file a grievance related to the timeline. It is the professional responsibility of the employee to understand the process and timelines as outlined in the manual.

C. Tenured Employee Support Plans

From time to time, tenured employees will need additional support to improve their skills through the evaluation process. There are three different documents to assist staff. The employee, administrator, and a representative from the Association will work collaboratively to support the employee toward a successful outcome.

1. Plan of Assistance: the Plan of Assistance is used when a tenured employee has ratings during any observation cycle that have a majority of *needs improvement* or *unsatisfactory* in any domain.

2. Professional Development Plan: the Professional Development Plan is used when a tenured employee has a summative rating of *needs improvement*. The Professional Development Plan is created and implemented the following school year. In addition to the Professional Development Plan, the tenured employee is on evaluation cycle the following school year. The Professional Development Plan supplements the evaluation.
3. Teacher Remediation Plan: the Teacher Remediation Plan is used when a tenured employee has a summative rating of *unsatisfactory*. The plan is developed and implemented the following school year.

The specific plans and corresponding forms can be found on the Decatur Public Schools Certified Appraisal section of the DPS#61 website. If you have any questions, please contact Human Resources or the DEA President.

D. Employee Appraisal Action Committee

The parties agree the standing Appraisal Action Committee, co-chaired by a representative of the Board and a representative of the Association, shall continue to evaluate the Appraisal Process, including procedural guidelines and forms. The Committee shall meet in a timely manner upon request of either chair. Committee recommendations regarding amendments, deletions, additions or modifications to the Appraisal Process (procedural guidelines and/or forms) will be submitted to the Board and the Association for their consideration and approval.

The Committee shall consist of an equal number of representatives from the Board or its designees and the Association. The Association shall appoint its representatives, provided there is representation from each instructional level: early childhood, elementary, middle, secondary, and special education.

ARTICLE VI

GRIEVANCE PROCEDURE

A. Definition

A grievance shall mean a written complaint by an employee, a group of employees or the Association (“Claimant(s)”) that there has been an alleged violation, misinterpretation or misapplication of working conditions, fringe benefits or wages as specified in this Agreement.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may arise from time to time.

C. Formal Grievance

A formal grievance shall be a written statement that includes the alleged violation(s) of the Agreement, the date of the occurrence and the requested remedy.

D. No Reprisals Clause

No reprisals shall be taken by the Board against any employee because of the employee's participation or refusal to participate in a grievance.

E. General Information

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

By mutual agreement, a grievance may be settled at any step without establishing precedent.

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

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

Failure by the Claimant to timely appeal an adverse result at any step of the grievance procedure shall result in the withdrawal of the grievance with prejudice.

Any time limit provided for in this grievance procedure may be extended by mutual agreement.

F. Representation

The Claimant has the right to representation of choice in the grievance procedure. When the presence of said Claimant at a grievance hearing is required by either party, illness or other incapacity of the Claimant shall be grounds for any necessary extension of grievance procedure time limits.

Upon mutual agreement by the Board and the Association that a grievance in process is equally applicable to more than one (1) employee, the Association shall have the right to pursue the grievance on behalf of all employees to whom the grievance is applicable.

G. Time Limits

It is important that grievances be processed as rapidly as possible. The number of days indicated at each step of the procedure shall be considered as the maximum allowable to all parties, and every effort shall be made to expedite the proceedings. The time limits may be extended by mutual agreement. A formal grievance must be filed within fifty (50) days of the occurrence of the event which gave rise to the grievance.

THE GRIEVANCE PROCESS

A. Informal Step

Before a grievance is filed, the Claimant shall discuss the claim with the most immediate administrator within fifty (50) days of the occurrence of the event which gave rise to the grievance. Macon-Piatt Special Education employees assigned to a county school shall discuss the claim with their district administrator. The administrator shall respond to the Claimant within fifteen (15) days of this discussion. If a satisfactory resolution of a claim is not reached as a result of this discussion, the Claimant may file a formal grievance by following the steps listed below. All grievance proceedings, but not necessarily the grievance itself, shall be confidential; and the proceedings shall be informal, as is mutually agreeable. Records shall be kept by all parties to the grievance. The formal grievance will be presented in the following steps:

B. Formal Grievance

Step 1: A written grievance may be filed with the most immediate administrator by the Claimant if a resolution was not reached during the informal step. The Claimant shall send one (1) copy of the written grievance to the Director of Human Resources and one (1) copy to the Association. A Claimant that is a Macon-Piatt Special Education District employee shall send one (1) additional copy of the written grievance to the Director of Special Education.

- a. In stating the grievance, the Claimant must specify the parts of the Agreement which were allegedly violated, date of the alleged violation and the requested remedy.

The grievance shall be signed by the Claimant and presented to the immediate administrator or designee. The administrator or designee shall certify with his/her signature the date of receipt of the written grievance.

- b. The administrator shall, within fifteen (15) days of receipt of the grievance, present his/her written reply to the Claimant. The Claimant shall certify with his/her signature the date of receipt of the reply. The administrator shall send one (1) copy of the written reply to the Director of Human Resources and one (1) copy to the Association, except that for Macon-Piatt Special Education District employees one (1) additional copy of the written reply shall be sent to the Director of Special Education.

Step 2: If the Claimant wishes to appeal the reply of the administrator, then within fifteen (15) days of the receipt of the reply, the Claimant shall send one (1) copy of the appeal to the Director of Human Resources and one (1) copy to the Association. A claimant that is a

Macon-Piatt Special Education District employee shall also send one (1) additional copy of the appeal to the Director of Special Education.

The Director of Human Resources or his/her representative will then schedule a meeting with the Claimant at a time convenient to both parties. A representative of the Association may attend that meeting at the request of the Claimant. The decision of the Director of Human Resources shall be sent to the Claimant within fifteen (15) days following the meeting. Also, one (1) copy of the decision shall be returned to the administrator and one (1) copy to the Association. For Macon-Piatt Special Education District employees, one (1) additional copy of the decision shall be returned to the Director of Special Education. The decision shall include rationale for the decision.

Step 3: The Claimant shall notify the Director of Human Resources and the Association within fifteen (15) days of the receipt of the decision by the Director of Human Resources if it is acceptable or unacceptable. A Claimant that is a Macon-Piatt Special Education District employee shall also notify the Director of Special Education if the decision is acceptable or unacceptable.

- a. If the decision by the Director of Human Resources is acceptable to the Claimant and the Association, the grievance will be considered closed. The Claimant may not grieve that same event again.
- b. If the decision is unacceptable to the Claimant and the Association, and the Association wishes to continue the appeal, the Association may request binding arbitration.
 - 1) Within fifteen (15) days of receipt of the decision of the Director of Human Resources, the grievance shall be referred to binding arbitration. A single arbitrator shall be used. The arbitrator shall be selected under the voluntary arbitration rules of the American Arbitration Association.
 - 2) The decision of the arbitrator shall be binding upon both parties. The arbitrator shall have no authority to add to, subtract from, disregard, alter or modify any of the terms of this Agreement. The arbitrator's decision shall be sent to the Board of Education, with one (1) copy to the Association. For Macon-Piatt Special Education District employees, one (1) additional copy of the written decision shall be sent to the Director of Special Education. The Board and the Association shall share equally the arbitrator's fees and expenses.

ARTICLE VII

WORK DAYS AND HOURS

- A. The Board shall propose the school calendar after conferring with the Association. The calendar shall consist of one hundred eighty-five (185) days. Included in the one hundred eighty-five (185) days are five (5) emergency days. The work year shall consist of one hundred eighty (180) employee days. Included in the one hundred eighty (180) employee days is one (1) employee work day at midyear. In the event five (5) or less than five (5) emergency days have been declared as of the Board meeting preceding Memorial

Day, the Board shall designate all unused emergency days as nonattendance days for employees and students. Such days shall be used at the end of the school year.

If the Board operates a year-round school, employees will be selected based on the instructional focus of the building. If Agreement language between the Association and the Board should require modification due to the instructional focus of a building, occasioned by a year-round school, a committee, co-chaired by a representative of the Board and a representative of the Association, shall meet to address concerns.

B. Professional Day

1. The employee will assume the responsibility for a daily schedule that is commensurate with his/her professional obligation.
2. The employee's professional day shall be determined within the building by cooperation between the principal and the employee.
3. The professional day must begin by 15 minutes immediately before the students' instructional day and end no earlier than 10 minutes after the students' instructional day.
4. For professionals who are not assigned to a school, their report time will be decided collaboratively between the employee and building administrator.
5. A lunch period in compliance with Sec. 24-9 of the Illinois School Code will be provided.
6. The professional day may include up to 50 minutes per week to be collaboratively assigned before and/or after school for supervision of students. These 50 minutes of assigned supervision may be utilized within the student attendance day with the mutual consent of the potentially affected employee and building administrators. All supervision minutes are within the professional day unless mutually agreed upon by the affected employee and appropriate administrator. Supervision that exceeds 50 minutes per week shall be approved by 80% of the certified employees. The aforementioned supervision in the previous sentence may occur inside or outside the professional day.
7. It is understood that supervision of students before and after school and during passing periods shall be included in the professional day. The supervision during passing periods is an expected duty and not included in the 50 minutes.
8. Planning

Planning time is intended to give the employee self-directed time to prepare for instruction that enhances student learning.

On the infrequent occasion an employee needs to leave the building during planning time, he or she will notify the building principal or designee. Employees shall leave the building only for compelling school or personal business.

Each week elementary employees will have a minimum of 150 minutes of planning time. Planning time shall occur during the student instructional day. Planning time will be separated into blocks of a minimum of 30 minutes each for the duration of this Agreement. Therefore, employees will have a minimum of 30 minutes of planning time daily. If a schedule cannot accommodate for the 150

minutes to be distributed as 30 minutes of daily planning, the parties will meet to discuss the impact and possible alternatives while maintaining the minimum of 150 minutes per week in blocks of no less than 30 minutes each. If the District employs P.E. and Music specialists, or other specialists who are certified employees, the classroom employees do not have to remain with their students when the specialist has assumed control of the class. This will be non-instructional preparation time.

Middle school and high school employees will have a minimum of one (1) planning period per day, equal to one student instructional period. This planning time shall occur during the student instructional day.

9. Duties

- A. Professional duties include conferences between employees, students, parents, and/or administrators and providing students with guidance, counseling and tutoring assistance. Employees are expected to attend IEP meetings, 504 meetings, hearings, Curriculum Task Force meetings (if agreed to by employee) and be available for emergencies. Employees will attend one open house per school year.
- B. The Administration and the Association recognize that scientific, research-based intervention models must be implemented in order to comply with federal and state mandates/regulations. All elementary and middle school buildings will designate a scheduled time within the school day to comply with these federal and state mandates/regulations. Administration will utilize all certified staff for delivering interventions. Administration will ensure that staff delivering the interventions will be trained on such interventions prior to delivering those interventions. Training may be held before or after school, during the summer or as job embedded training within the instructional day.
- C. Each building will designate a problem solving team to insure that compliance to the federal and state mandates/regulations is consistent and follows the guidelines/policies created by administration. It is also the responsibility of the building administrator and the problem solving team to assign staff to facilitate the delivery of the instructional interventions. Administration will provide annual training for problem solving teams.
- D. Every teacher will be provided with a paper copy of the Teacher's Guide for RTI upon request. Access to the Teacher's Guide for RTI will be made available on-line.
- E. A flexible two week time period, including evening(s) and the use of the District designated conference day, will be utilized to schedule parent/teacher conferences. A minimum of six (6) hours at the building level will be scheduled with administrative and employee collaboration. The conference schedule that was in place during the 2010-2011 school term shall continue to be utilized in future school terms. This schedule will continue so long as the General Assembly permits the District a waiver and/or the District suffers no state aid penalty. Employee attendance will not be required on designated conference day if employee conference goals (set by the District at each level) are met. Administration will collect conference attendance data.

After two attempts to schedule a parent/teacher conference, the employee will be allowed to conduct a phone conference with the parent/guardian at the elementary/middle school levels.

High school parent/teacher conferences will be set with a specific goal of targeting at-risk students. If a parent/guardian is unable to attend a scheduled face-to-face parent/teacher conference, the employee will be allowed to conference with the parent/guardian by phone.

10. Meetings/Evening Events

Dates for yearly meetings and evening events for the current school year will be set collaboratively by employees and building administration no later than the end of August. Required, but uncompensated time beyond the professional day will not exceed twenty-four (24) hours per school year. Required time will include faculty meetings, departmental meetings, professional learning communities meetings, required meetings to meet compliance standards (including RTI) and other meetings required by building administrators. The twenty-four (24) hours may also be used for evening events. The twenty-four (24) hours are outside the school day. Each employee will be responsible for keeping track of his/her time.

Example: An employee may have eighteen (18) hours of meetings and six (6) hours of evening events.

In-service training required by State law shall be utilized as practicable by the judgment of the building administration.

Educators who are building a professional learning community recognize that they must work together to achieve their collective purpose of learning for all. Therefore, they create structures to promote a collaborative culture. The powerful collaboration that characterizes professional learning communities is a systemic process in which teachers, support staff, building administrators, and district leaders' work together to analyze and improve their classroom practice. DPS staff will work in teams, engaging in an ongoing cycle of questions that promote deep team learning. This process, in turn, leads to higher levels of student achievement.

A district professional learning community (PLC) committee will be formed to provide input for the district portion of PLC days. The committee shall consist of representatives from the Board or its designees, classroom teachers, and curriculum coordinators. The Association shall appoint its representatives. District data shall be available to the PLC committee for planning purposes.

The committee shall not be a bargaining committee within the meaning of the Illinois Labor Relations Act 115 ILCS 5/1 et seq. The parties intend an express waiver, and that the committee's purpose be limited to information gathering and reporting to their respective bargaining teams.

C. Employee Discipline Process

1. Investigatory Meeting

When the Board is contemplating administering discipline, a pre-disciplinary fact-finding meeting will be held. This includes written (dated and signed) complaints by a parent of a student or by a student. In the event of a recommendation for suspension without pay or dismissal, the employee has the right to a hearing before the Board of Education.

2. Notice

Except in cases of extreme emergency, the employee and the Association will be given 3 days prior written notice of the scheduled meeting. DEA may agree to meet sooner than the 3 days. Exceptions shall be agreed upon between the Superintendent or designee and the DEA President. Such notice shall contain the reason, date, time and location of the meeting, and shall inform the employee of his/her right to DEA representation. Every employee has the right to have criticisms, disciplinary meetings and reprimands held in private.

3. Involuntary Transfer

After consultation with a representative of the Association, the Board/administration may initiate a disciplinary involuntary transfer based upon progressive discipline. The progressive discipline should include, but not be limited to warnings, reprimands, and suspensions. A minimum of ten (10) calendar days before an involuntary transfer is made, (including a disciplinary involuntary transfer) the Director of Human Resources shall provide both the affected employee and the Association written notice of the proposed transfer. The written notice shall include reasons why the transfer is necessary and why the employee is being considered for transfer. After receipt of the written notice, the employee and/or Association Representative shall be entitled, upon timely request, to a meeting with the Director of Human Resources to discuss the proposed transfer and the reasons therefore. If the transfer is implemented, a copy of the notice of transfer will be placed in the employee's personnel file. The employee shall have the right to attach a statement to the notice of transfer stating his/her agreement or disagreement with the transfer decision.

4. Progressive Discipline

The principles of progressive discipline shall apply to incidents of remediable misconduct. Prior to the implementation of discipline, the supervisor shall discuss the incident with the employee. Progressive discipline, when applicable (it is inapplicable to irremediable conduct), is intended to correct employee deficiencies and shall consist of any or all of the following:

- I. Oral warning
- II. Written Warning/Reprimand
- III. Suspension without pay
- IV. Notice to remedy
- V. Discharge

5. Any suspension with pay shall not exceed the duration of any investigation concerning an employee's conduct or twenty (20) employment days, whichever is less. Any suspension without pay shall be preceded by a hearing before the Board or its designee. Any suspension without pay which exceeds five (5) employment days shall be subject to a just cause standard. Any suspension without pay shall not exceed ten (10) employment days for the first offense, and shall not exceed twenty (20) employment days for any subsequent offense for the same or similar infraction. No employee shall be suspended more than three (3) times without pay during any school year.

6. Drug Free Work Place

District actions in instances of first offense violations of Administrative Regulation 717-01, Drug-Free Workplace, specifically the unlawful use of controlled substances and/or the abuse of alcohol, shall be limited to requiring the employee to satisfactorily participate in a drug abuse assistance or

rehabilitation program available through the Employee Assistance Program of the District.

7. Discharge

Discharge shall be in compliance with the Illinois School Code (105 ILCS 5/24-11, 105 ILCS 5/24-12; 105 ILCS 5/24A-1 et seq. and such other provisions as may apply.

ARTICLE VIII

TEACHING LOADS, ASSIGNMENTS AND CONDITIONS

- A. Participation in extracurricular activities for which no additional compensation is paid shall be voluntary.
- B. Travel time directly related to employee duties shall be considered as part of the teaching day.
- C. Classroom employees will be assigned only within the range of grade level as permitted under their certificates and only within the areas they are qualified to teach as defined in State Board of Education Document Number 1, or successor documents.
- D. Reorganization of the instructional responsibilities within a building will be permitted and encouraged in order to best utilize the employees. Such organization shall be a cooperative venture among employees and the principal. Reassignments of grade levels, subjects and/or supervisory duties within a building may be made at any time with mutual consent of the parties involved. Unilateral reassignments within a building may be made when the Board considers it to be in the best interest of the students and the District. Before a unilateral reassignment is made, the principal and the employee shall meet to discuss the reason for the reassignment. District and Association leadership shall be in attendance. The Board, shall have final authority to reassign an employee when educational objectives or personnel policies so require. If an employee is unilaterally reassigned, the employee may have the option to go into the displaced process the next cycle as outlined in Article IX A.8.
- E. The Board, through the principal, will give written notice of changes in assignments and/or regular supervisory responsibilities for the following school year. Every reasonable effort will be made to provide this information by the end of the current school year.
- F. Employee shall:
 - 1. Conduct the classes assigned in a way that will give the students the richest experiences the employee is capable of providing for them.
 - 2. Maintain and submit reasonable records (i.e., attendance records, absence reports, student grades, textbook rental receipts, inventories, etc.) as requested by the principal.
 - 3. Prepare and maintain lesson plans which the employee will make available (not for copying) to the principal and substitute teacher. If, and only if, the employee fails to provide his or her substitute with adequate lesson plans may the principal require that weekly lesson plans be turned in to the appropriate person. In the event of repeated lack of adequate lesson plans for substitutes, the employee may be asked to attend training provided by the Board on writing lesson plans. The principal may take the lesson plans to the office for study.

To provide better planning of substitutes for conference participation by employees, conference participants will provide written notification to the appropriate building administrator or designee five (5) days in advance.

4. Keep informed, to the best of his/her ability, on the latest research findings in his/her field of teaching and in the area of the psychology of learning.
- G. Employees recognize their responsibility to all students and shall be expected to assume that responsibility; however, at the secondary level, no employee shall be required to teach more than two (2) classes of students, designated cooperatively by the employee, principal and department head or representatives as individual, low ability or special need classes, without the consent of the employee involved; and at the elementary level, no employee shall knowingly be assigned an excessive number of students, designated cooperatively by the employee and principal as being low ability or special need students, without the consent of the employee involved.
- H. Employees agree to assume responsibility to secondary students in vocational exploration, in group work with children and to college students who are assigned for student teaching. However, assignment shall be made only with teacher consent.
- I. It is recognized that in order to best meet the needs of the students, the instructional program will, of necessity, vary between schools. In order to provide the flexibility to meet these varying needs, the establishment of the instructional program at each school and the utilization of the professional day of assigned responsibility for each employee shall be cooperatively developed by the faculty, building principal and appropriate director.
- J. When an employee is transferred during the school year and the transfer necessitates a room relocation, the employee will be provided release time of one (1) day to accomplish the move. A substitute will be provided by the Board.
- K. Employee specialists that travel among different school sites shall be provided secure storage files at the various school sites.
- L. Class Size and Composition Committee

The parties agree to a standing Class Size and Composition Committee, co-chaired by a representative of the Board and a representative of the Association. The Committee shall meet in a timely manner upon request of either chair. The Committee shall consist of an equal number of representatives from the Board or its designees and the Association. The Association shall appoint its representatives. The Committee will address general and specific class size and class composition issues. Committee recommendations that relate to class size/composition needs, policies and budgetary allotments will be advisory only and will be submitted to the Board for its consideration and action.

M. Special Education

1. The Board shall provide substitutes for classroom special education employees and regular educators that are required to attend special education meetings.
2. The professional day of county special education employees shall follow the work day, meeting schedule, and calendar of the local school district.

3. Preparation Release Time (Special Education Resource and Instructional Classes)
 - a. Release time allotment will be determined by the total number of special education students in resource and instructional classes assigned to a case manager in the building.
 - b. The amount of release time allotted to an employee will be a joint decision by the special education staff in the building, the principal, and the special education administrator. To address schedule changes at the high school level due to credit requirements for graduation, special education staff will be allotted one (1) day (6 hours) of release time for every fifty (50) special education students. Student numbers will be based on the December Child Count from the previous year. Day(s) may be taken prior to the start of the school year. The day(s) taken will be calculated at the employees' summer school rate.
 - c. When utilizing release time, the employee will complete all paperwork two (2) days prior to the scheduled meeting.
 - d. The request for individual release time will be voluntary.
 - e. An employee and/or building administrator that feels there are unique circumstances may request additional time from the Director of Special Education. Example: An additional substitute is required when a non-special education certified teacher assigned to a special education position needs to prepare for Individual Education Plan (IEP) meetings. The additional substitute will provide a special education employee release time to assist the non-special education certified employee.
 - f. The following schedule will be utilized by the Director of Special Education to allot release time to case managers:

One (1) release day will be allotted for each case manager with a caseload of 1-10 students, one (1) additional release day will be allotted for 11-20 students, and an additional one half (1/2) release day will be allotted for each additional five (5) students..

The caseload allotment will be determined on 10th day enrollment data.

4. Due Process Preparation and Participation

Employees required to prepare for and participate in due process hearings and mediations will be paid on a per diem rate.

5. Special Education Assistance Program

If a special education employee has a concern about the need for additional assistance for students, the employee may request in writing to the Director of Special Education that a meeting be held to address specific concern(s). After receiving the request, the Director of Special Education and/or Assistant Director will arrange a meeting with the requesting employee and an Association representative.

To address Special Education concerns, the monthly meetings between the Association representatives and the Superintendent will include a Special Education/Association representative and the Director and/or Assistant Director of Special Education.

6. Employees delivering special education services may not be reassigned to other classes (general education or special education) without prior approval from the Macon-Piatt Special Education Director or designee. This language also applies to reorganization of special education students due to lack of substitutes. Such actions should be taken only as a last resort and on rare occasion.
7. Prior to the start of an IEP meeting, the administrator will communicate to the parent(s)/guardian(s) the expected time frame for the meeting and any time conflicts for team members.

Prior to the start of an IEP meeting, team members will notify administrators regarding time conflicts which may limit their participation for the duration of the meeting.

8. Ongoing Technical Assistance/Training will be provided by the special education administrator and/or special education computer/assistive technology technician. All employees are expected to utilize the computer-based IEP program once it is installed in their building and the initial training has been offered.

There will be a minimum of one (1) computer-based IEP program for every three certified special education members. A limited number of laptop computers loaded with the computer-based IEP program will be available at the special education central office or Piatt County office for employees to schedule to use. A laptop will also be available for backup in case of computer failure within a building.

9. Special education workloads will be determined based on Illinois State Board of Education (ISBE) guidelines and administrative recommendations. Updated language from rules and regulations on workloads will be shared with building administrators and included in the Technical Assistance Training provided to all certified special education employees at the beginning of the school year.
10. Each tenured special education teacher, in collaboration with the appropriate special education administrator will determine 50% of his/her case load for which the case manager will facilitate the meeting and complete all forms for the IEP meetings related to the student, excluding MDRs, EDCs, change of placement IEPs, others as determined by the special education administrator. If the tenured special education teacher has concerns with facilitating the IEP meetings for a certain student, the reasons will be discussed with the appropriate special education administrator to determine if the special education administrator should facilitate the meeting.

ARTICLE IX

STAFF SELECTION, TRANSFER AND REDUCTION

A. Employee Selection

1. The selection of employees to staff a building shall be delegated to the Director of Human Resources. The Director of Human Resources and the Association will develop procedures for the creation of a site-level interview team consisting of the building administrator or designee, teachers in the building, and other appropriate employees. The building administrator in collaboration with the lead Association Representative (or his/her designee) shall assemble the site-level interview committee. By mutual agreement between the building administrator or designee and the lead Association representative (or designee), the interview team may also include non-employees. The

Director of Human Resources (or his/her designee) will conduct interview training for the committee before the interviews are conducted.

2. From the end of the school year until the first day of employee attendance of the next school year, interviews and hiring will not be delayed due to unavailability of employees and/or building administration. Administration will work with the building's Association Representative/designee in an effort to assemble a team, conduct interviews, and fill vacancies in a timely manner.
3. Information regarding positions which are available, either through creation or vacancy, shall be publicized to the employee via the District website. The vacancy will not be filled until the seven (7) day posting period has elapsed. Where specific training, experience or other qualifications are prerequisites for any position that is to be available, such conditions shall be stated in the job description.
4. From June 1st until the Monday after Labor Day, the vacancy posting period will be reduced to three (3) days in order to expedite the process of filling vacancies. Filling of vacancies may be done by the Director of Human Resources with input from the building administrator and a representative of the Association. The process of the seven (7) day posting period as described in Article IX.A.3 and the utilization of building level interview teams as described in Article IX.A.1 will resume on the Monday following Labor Day.
5. Due to the need of the District to hire qualified certified employees in difficult to find teaching areas, the Director of Human Resources may interview and hire unassigned employees to fill the needs of the District. The hired unassigned employees will apply and interview for posted positions as voluntary transfer employees and follow the Employee Selection, Transfer and Reduction, Article IX.A.6.
6. When filling vacancies, the following priorities will be adhered to: 1) tenured employees qualifying for reemployment under the terms of Section 24-12 of the School Code of Illinois; 2) employees displaced as a result of building closings, building reorganization or reduction of employees; and 3) employees returning from authorized leaves as stated in Article X. Those employees granted leaves under the previous contract language will return to positions under the terms of that contract language.

When filling any vacancy, the criteria used by the Board in the selection process shall include an individual's experience, education, length of service in the District, federal and state regulations on sex and race distribution, other relevant factors and any special needs that may exist at that time. When the assignment involves extra-duty responsibilities in addition to classroom teaching, the extra-duty qualifications shall be subordinate to the qualifications required for the classroom teaching position to be filled.

7. Displaced employees are defined as employees, including those returning from a leave of absence, who have been displaced from a department or a building based on authorized positions for the following school year (seniority and certification), and/or those employees whose positions/programs have been eliminated for the following school year. This does not apply to employees that have been notified of non-renewal.
8. A comprehensive list of displaced employees shall be prepared, and such employees shall be notified of their status in writing by the Director of Human Resources no later than the end of the second week of April. Simultaneously, a master list of all known available positions categorized as regular

education and special education positions will be provided. The master list shall include building, department, and/or grade level. In order for displaced employees to have an opportunity to indicate preference of available positions, and for the District to receive staffing input from administrators and building teams, the following process will be used:

- a. The Association will organize and implement a process to gather a prioritized list of employee placement preferences.
 - b. The Association will contact employees by phone on a designated date.
 - c. Employees may select up to three (3) desired positions from the vacancy list.
 - d. Prior to placement in a position, employees will have a two-week window in which to visit selected sites. (The visit shall include interaction with the building team consisting of the building administrator and appropriate staff team members to become familiar with the school's programs and expectations.)
 - e. Following the building visits, employees shall submit their prioritized list to the Association President.
 - f. The Director of Human Resources will receive the priority list of each employee from the Association and the non-prioritized visitation list from the building administrator, noting acceptance status for each visiting employee.
 - g. With input from the Association President, the Director of Human Resources will determine placements based upon the non-prioritized visitation list from the building administrator, building model, employee's preference, certification and seniority.
9. Any employee making application to or being assigned a teaching position at any Montessori school must be a certified Montessori teacher.

B. Voluntary Transfer

1. Any employee may apply for transfer to another building, grade level, or department, or to a Macon-Piatt Special Education District vacancy. A request for a transfer shall be submitted to the Director of Human Resources. Any employee may apply for any vacancy for which he/she is qualified. Once an employee applies for a vacancy, the employee will be granted an interview.

Criteria for filling all vacancies shall include an individual's experience, education, length of service in the District, federal and state regulations on sex and race distribution, other relevant factors and any special needs that may exist at that time.

If an employee is not granted the transfer, the employee will receive written notice of the denial of the request. If an employee requests a reason for a denial, the Director of Human Resources shall inform the employee in writing of the reason within seven (7) days of receipt of the employee's written request. Transfers are preferable at semester break, but may be made at any time with mutual consent of the parties involved, taking into consideration the effect on students. Vacancies created by a voluntary transfer will be posted for a minimum of three (3) days.

2. Voluntary transfer requests received ten (10) days prior to the first day of employee attendance will not be processed until after the first Monday after Labor Day. Following the first Monday after Labor Day, voluntary transfer requests will be processed based on Article IX A.6.
3. All transfers will be included in the Board packet following approval by the Human Resources Director.

C. Involuntary Transfer

1. Involuntary transfer(s) to another building (same or different grade level or same or different department) may be made when the central office administration determines such transfers is in the best interest of the District.
 - a. Better utilization of staff due to change in theme or instructional programming.
When the theme or instructional programming of a building changes, all current building employees shall be provided with the new job description (if applicable). The criteria for identifying staff for involuntary transfer shall be the following in order of priority:
 - i. Lack of proper certification
 - ii. Failure to demonstrate specific skill set aligned with the instructional program.
Specific skill set assessment(s) will be created in mutual cooperation with District and Association leadership and administered to all staff. If any affected employee fails to demonstrate proficiency, the affected employee may elect to be included in the displaced process as outlined in Article IX A.8.
 - b. When a transfer occurs as a result of building closures or reduction of staff, employees will enter the displaced process as outlined in Article IX A.8.
 - c. If a surplus of employees at a building or departmental level occurs after the displaced process timeline has expired and makes it necessary to involuntarily transfer staff, the vacancy list shall be shared with all staff. Volunteers shall receive priority and will be selected if mutual consent from Director of Human Resources and Association President is obtained. If no employee(s) volunteer or are selected, employees shall be identified for involuntary transfer by the following criteria in order of priority:
 - i. Lack of proper certification
 - ii. Seniority (lowest)
 - iii. If there is a tie in seniority, see Article IX D.2.e.
2. The following timeline and process shall be utilized for involuntary transfers: A minimum of ten (10) calendar days before an involuntary transfer is made, (including a disciplinary involuntary transfer) the Director of Human Resources shall provide both the affected employee and the Association written notice of the proposed transfer. The written notice shall include reasons why the transfer is necessary and why the employee is being considered for transfer. After receipt of the written notice, the employee and/or Association Representative shall be entitled, upon timely request, to a meeting with the Director of Human Resources to discuss the proposed transfer and the reasons for such transfer.

3. Any employee involuntarily transferred will be released from his/her contract upon the employee's request.
4. No employee may be involuntarily transferred more than one (1) time within the same school year.

D. Seniority

1. Definitions

- a. Employee is defined under this section as any employee regularly required to be certified under the Illinois School Code, including administrators and employees holding school service personnel certificates. Teaching service shall be deemed to include service in both teaching and administrative positions.
- b. Legal qualifications or legally qualified includes all statutory and regulatory prerequisites for teaching service in a specific position, including the certification requirements of Article 27 of the Illinois School Code, the academic experience requirements of State Board of Education Document, Part No. 1 (or its successor or supplementary regulations) and any additional requirements for the position established by the Board and in effect at the time of its last hiring for the position in question.

2. Seniority shall be defined as follows:

- a. Total years of continuous tenured teaching service in the District; provided, however, that less than full-time service shall be computed on a prorated basis and that unpaid leaves of absence of ninety (90) consecutive employment days or more shall not be counted in determining seniority.
- b. If the years of continuous tenured service are equal between two (2) or more employees, seniority shall be determined by total years of continuous teaching service with the District; provided, however, that less than full-time service shall be computed on a prorated basis and that unpaid leaves of absence of ninety (90) consecutive employment days or more shall not be counted in determining seniority.
- c. If the years of total continuous teaching service with the District are equal between two (2) or more employees, then seniority shall be determined by total teaching service in the District, whether or not continuous. Such service shall be computed in the manner described in subparagraphs a and b of this section.
- d. If the years of total teaching service with the District are equal between two (2) or more employees, then seniority shall be determined by public school teaching outside the District.
- e. If two (2) or more employees remain equal after application of the factor(s) set forth in subparagraph d of this section, then seniority shall be determined by lot.

ARTICLE X

SHORT-TERM LEAVES

A leave day, for purposes of determining reimbursement, shall be equivalent in length to an employee's workday.

A. Sick and Emergency Leave

1. Sick and emergency leave without loss of pay shall be credited annually to each employee on the first day of the employment year. The number of sick and emergency days credited annually shall be as follows:
 - a. Twelve (12) days for those on thirty-nine (39), forty (40) and forty-one (41) week contracts.
 - b. Thirteen (13) days for those on forty-two (42) to forty-seven (47) week contracts.
 - c. Fifteen (15) days for those on contracts of forty-eight (48) weeks or longer.
 - d. Those who are hired after the opening date shall be credited with a proportionate number of sick and emergency leave days rounded off to the nearest one-half (1/2) day.
 - e. The central office shall notify employees of the number of days accumulated under sick leave by including this information on the employee's earnings statement.
 - f. The employee's full or part-time status on the employee's first work day during any school year shall govern his or her award of sick leave days for that school year and shall govern how days are reduced. All relevant sick leave day calculations (award and reduction) shall be governed by this paragraph. Part-time employees shall accrue sick leave pro-rata and shall have sick leave use deductions made pro-rata. For example, a one-half (1/2) time employee (39-, 40- or 41-week contract) shall be credited annually with twelve (12) one-half (1/2) time sick leave days (equivalent to six full time-days). A one-third (1/3) time employee (39-, 40- or 41-week contract) shall be credited with twelve (12) one-third (1/3) time sick leave days (equivalent to four full-time days), and the computation shall be done in a like manner for other less than full-time employees. If a one-half (1/2) time employee uses a sick leave day, the employee's total shall be reduced by a one-half (1/2) time sick leave day (or one-half (1/2) of a day of six full-time days). If a one-third (1/3) time employee uses a sick leave day, the employee's total shall be reduced by one third-time sick leave day (or one-third (1/3) of a day of four full-time days). The employee's sick leave accumulation shall be computed by totaling his or her fractional total (twelve one-half (1/2) time days equals six full-time days; twelve one-third (1/3) time days equals four-full time days), and the computation shall be done in a like manner for other less than full-time employees. Every addition or reduction in sick leave shall be computed pro-rata as above.

The District will comply with the Teachers' Retirement System (TRS) rules for the reporting of sick time for all employees.

2. Sick and emergency leave shall include: personal illness, (occasioned by mental health, alcoholism and drug abuse) quarantine at home, death or illness either in the immediate family or household

which an attending physician designates as sufficiently serious to require the presence of the employee at the bedside. (Immediate family shall include parents, spouses, domestic partners, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, legal guardians or persons in loco parentis.) The Board may require a physician's certificate or, if the treatment is by prayer or spiritual means, that of a spiritual advisor or practitioner of such person's faith, as a basis for pay during leave after an absence of three (3) continuous days for personal illness or as it may deem necessary in other cases. Absence for attendance at funerals shall be allowable under accrued sick leave, provided absences do not total more than five (5) days of sick time in any given school year.

3. If the employee does not use the full amount allowed for sick or emergency leave, that amount unused shall accumulate to a total of three hundred seventy (370) days, exclusive of the allowance for the current year.
4. Accumulated sick and emergency leave shall automatically terminate on the date that an employee's resignation or termination becomes effective, unless such resignation or termination does not cause a break in continued contractual service.
5. **Partial-Day Return**
 - a. Employees shall be allowed to work partial days following distinct periods of extended illness of ten (10) or more consecutive school days, provided an appropriate substitute can be obtained and the integrity of the educational program can be maintained.
 - b. Requests for such partial days shall be accompanied by a written authorization and approval from the employee's physician. Requests shall be submitted at least five (5) school days in advance of the anticipated partial-day return. Final determination of which part of the school day is to be worked shall be at the discretion of the principal after consulting with the requesting employee.
 - c. The opportunity for partial-day work is intended to provide an adjustment period for the employee to gradually resume full-time duties. Its use is limited to cover a period of no more than five (5) consecutive days following a distinct illness as defined in subparagraph a above. Upon reaching such limitation, the employee shall either return to full and active service or revert to full absence until able to return to full and active service.
 - d. An employee on partial-day work status shall have his/her daily sick leave pro-rated in accord with the employee's partial-day status.

6. **Sick Leave Loan**

An employee may borrow sick leave days at full pay and benefits from other bargaining unit employees with the written consent of the lending employee and the written approval of the Board, provided:

- a. The borrowing employee has used all his/her personal accumulated sick leave days, including the current year's allotment;

- b. The borrowing employee borrows no more than a total of twenty (20) sick leave days in any given school year. Days must be used in the school year they are borrowed;
- c. An employee-lender lends no more than a total of ten (10) sick leave days in any given school year;
- d. The borrowing employee repays the employee-lender(s). If repayment is desired by the employee-lender, it shall occur within the next three (3) school years following the school year of the loan;
- e. That should an employee fail to repay his/her loan(s) or cease to be an employee of the District prior to the full and complete repayment of such loan(s) to an employee-lender(s), the Board is under no obligation or liability to repay the employee-lender for sick leave days not repaid. Sick leave days loaned but not repaid as provided in this Article shall be lost by the employee-lender;
- f. Repayment of a sick leave day loan is effectuated by the employee's execution of a written repayment directive sent to the Superintendent within the time limits of Article X A.6.d;
- g. Sick leave days loaned by an employee shall not be available to the employee-lender until they are repaid as set forth in Paragraph f.; and Article X.A.6.d.; and
- h. Employees shall not be required to borrow days prior to making application for disability benefits from the Illinois Teachers' Retirement System.

7. Sick Leave Bank

The Board and the Association hereby establish a Sick Leave Bank in accordance with the following:

- a. Purpose: To help provide protection for eligible employees for serious long-term catastrophic accident or illness.
- b. Creation of Sick Leave Bank: Upon the initial contribution of at least 300 personal sick leave days by members of the Association pursuant to paragraph d hereof, the Sick Leave Bank will be created.
- c. Eligibility: To be eligible to access the Sick Leave Bank, the employee must meet the following conditions:
 - 1) The employee must be actively teaching and not on an approved leave of absence, as described in Article XI of the Agreement;
 - 2) The employee must have exhausted all his/her accumulated sick leave days, including the current year's allotment;
 - 3) The employee must have accessed and exhausted twelve (12) sick leave days under the provisions of Article X A.6 (Sick Leave Loan);

- 4) The employee is not eligible for disability (including private disability), workers' compensation, or other income protection; and will cooperate with the governing committee to determine any such eligibility;
 - 5) The employee submits written verification of an ongoing long-term catastrophic accident or illness, as verified by a licensed medical physician, of the employee or a dependent family member (as defined by the IRS); and
 - 6) The employee is a contributor in good standing in the Sick Leave Bank.
- d. **Contributor in Good Standing:** To be a contributor in good standing, an employee must have contributed from 1-15 days of his/her personal sick leave days to the Bank in September or May or within ten (10) days of his/her employment and the employee must not have withdrawn from the Bank. To remain a contributor in good standing, an employee must contribute from 1-15 additional days of personal sick leave any time the Bank day accumulation total falls below two hundred (200) days. An employee who does not have any personal sick leave days to contribute to remain a contributor in good standing must contribute from 1-10 additional personal sick leave days immediately upon the following year's allotment. A retiring employee may contribute an unlimited number of days to the Sick Leave Bank.
 - e. **Withdrawal of a Contributor in Good Standing:** An employee may voluntarily withdraw as a contributor in good standing. Upon withdrawal, the employee cannot access the Bank nor does the employee have any vested right to the days he/she has contributed to the Bank.
 - f. **Reinstatement as a Contributor in Good Standing:** An employee that ceases to be employed by the District shall be reinstated as a member in good standing if re-employed by the District within the next school year.
 - g. **Administration:** The Bank will be administrated by a Governing Committee made up of two (2) employees appointed by the Association and two (2) administrators appointed by the Board. Upon receipt of a written application from any contributor in good standing, the Governing Committee shall determine how many, if any, sick leave days should be approved, taking into consideration the following:
 - 1) The eligibility of the applicant;
 - 2) The seriousness of the illness or disability;
 - 3) The likelihood that the applicant will be able to return to work as a result of utilizing the Sick Leave Bank;
 - 4) The number of available days in the Bank;
 - 5) The potential needs by other contributors in good standing;
 - 6) Other factors related to the best interests of the District and its students; and
 - 7) The limitations of Article X.A.7.h. hereof.

All applications will be acted upon in a timely manner and any requests approved must be in full-day units.

- h. **Limitations:**
 - 1) Tenured contributors in good standing are eligible for up to a maximum of ninety (90) Sick Leave Bank days per school year. Written verification from a licensed medical

physician will be required after each 30-day period. Non-tenured contributors in good standing are eligible for up to a maximum of thirty (30) Sick Leave Bank days per school year.

- 2) The use of Sick Leave Bank days into the next school year is not permitted unless the eligibility requirements, found in Article X.A.7.c, are once again met.
 - 3) The maximum number of days that an employee may draw from the Sick Leave Bank during each five (5) year employment period shall not exceed 150.
- i. Termination of Sick Leave Bank Plan: Upon the termination of the Sick Leave Bank Plan for whatever reason, any days remaining in the Bank will not revert back to any contributors and there will be no vested interest by any contributor in such reserve.
 - j. Application of Grievance Procedure and Duty of Fair Representation: No decision of the Governing Committee will be subject to the grievance process contained in Article VI of this Agreement. Furthermore, any decision which is adverse to any employee seeking access to Sick Leave Bank days shall not be deemed a violation of any duty of fair representation.

B. Funeral Leave

Absence for attendance at funerals shall be allowable under accrued sick leave, provided absences do not total more than five (5) days of sick time in any given school year.

An employee wishing to attend the funeral of a currently enrolled student or a current staff member will not be charged a sick day to attend the funeral. Employees shall make arrangements with the building administrator and with the cooperation of other employees to cover the responsibilities of the employee allowed to attend. Arrangements are acceptable provided they do not require a full day of absence or the hiring of a substitute.

C. Visiting Day

An employee may be allowed one (1) visiting day each year with full pay.

1. Visitation may be held within or outside the District, at a place or places that present opportunity for growth in the employee's field of work. Visitation may include professional meetings devoted to instructional techniques and/or educational topics relating to the employee's teaching responsibilities, or to visit the classroom of the employee's child or ward. Plans for the visitation must be approved by the supervising administrator.
2. Visiting days may not be taken on the first or last day of school, on days when final examinations are scheduled, on the first working day preceding or following a vacation or holiday, or on the three (3) working days preceding or following a personal leave day. Exceptions may be approved by the Director of Human Resources. Approval does not constitute a precedent.
3. Unused visitation days may accumulate to a maximum of three (3) days.
4. The plan of reporting on the visitation should be a cooperative enterprise between the employee and the supervising administrator. A written summary of the visit is a requirement.

D. Jury Duty and Court Subpoena

Any employee summoned to jury duty or issued a court subpoena shall be paid full salary for each working day of absence, provided that the employee pays the District, within forty (40) days, the jury fee or witness fee. If payment is not received within forty (40) days, it will be withheld from subsequent pay. This provision is not applicable if the employee is a witness against the District, the Board or its representatives as the result of any legal actions commenced by or on behalf of the National Education Association, the Illinois Education Association, its agents or members, or as the result of any legal actions arising from collective negotiations between the Association and the Board.

E. Personal Leave

1. Any employee may be permitted two (2) days of absence annually; one (1) personal leave day and the option of converting one (1) day of sick leave to personal leave. Personal leave will accumulate to two (2) days. Personal leave accumulation beyond two (2) days shall be converted as sick leave.
2. Any employee who uses four (4) or fewer personal/sick leave days in a school year will earn an extra personal day. Days donated to the sick bank or to another member will not count in the four (4) day limit. The personal day will be awarded at the beginning of the next school year. The employee may use three (3) personal days during that school year. At the end of the year, personal leave accumulation beyond two (2) days will be converted to sick leave.
3. A written application for personal leave shall be made to the immediate supervisor in advance of taking the leave. If possible, the leave request shall be made at least one (1) day in advance. During Fridays and Mondays in April and May, personal leave days may be taken on the ratio of 1:10 elementary and middle schools and 1:15 high schools, with some latitude for extreme emergencies at the discretion of the immediate supervisor.
4. Personal leave days may not be taken during the first or last five (5) days of school, on days when final examinations are scheduled, on the first working day preceding or following a vacation or holiday or on the three (3) days preceding or following a visitation day. No two (2) days shall be taken consecutively in the months of August, September, April, May or June. Exceptions to this shall include times when an employee or his immediate family, as defined in paragraph A-2 of this Article, is personally involved in a court case, graduation exercises or an honor convocation; religious holidays; or other times as approved by the Director of Human Resources. Approval does not constitute a precedent.

F. Short-Term Leave without Pay

Employees may request unpaid leave days once every five (5) years subject to the following conditions: such absences must be requested from the immediate supervisor by the employee, in writing, ten (10) days prior to the absence. Unpaid leave absences must be taken in whole-day allotments. If employee has accumulated personal day(s), they must be used with the unpaid leave. Clear reasons for the absence must be stated. As stated in Article X.E.2, ratios apply to unpaid leaves as well.

The leave request shall be acted upon within five (5) days of receipt by the Human Resources after receiving advice from the employee's immediate supervisor.

In administering this provision, the immediate supervisor of the building program involved and the Human Resources must consider the individual circumstances involved in each request, to include length of service in the District, previous request(s) and length of absence; however, situations not limited to the following will be considered:

- a. trips won as special recognition of employee, spouse or domestic partner;
- b. trips or special meetings involving services of community organizations in which the employee holds office;
- c. important business conferences of the spouse or domestic partner in which husband or wife needs to be involved;
- d. court appearances other than by subpoena;
- e. educationally related travel, if the applicant provides an itinerary and an explanation of how such travel will improve the educational program;
- f. the reason for the absence will have some obvious merit or value to the school or community or the employee at the time or in the immediate future; and
- g. be of such nature that it is not likely to occur at frequent or regular intervals.

ARTICLE XI

EXTENDED LEAVES OF ABSENCE

- A. The following conditions shall apply to all extended leaves of absence unless otherwise indicated:
 1. Requests for leave (including the reason) shall be in writing to the Director of Human Resources.
 2. Tenured employees in the District shall be eligible for extended leaves of absence. However, leaves will not be granted for employees that have accepted a position as an educator in a district outside of the District. Acceptance of employment constitutes a resignation from the District. Should a person become employed while on a leave of absence from the District said leave shall become void effective immediately.
 3. Leaves shall be limited to the remainder of the school year for which the request occurs. Further extension shall be at the discretion of the Board.
 4. Leaves shall be without pay.
 5. Salary increments shall not accrue during the leave.
 6. Sick leave days and visitation days shall not accrue during the leave.
 7. Accrued benefits earned at the time the leave begins shall be retained. Accrued benefits shall be defined to mean tenure status, accumulated sick leave, placement on the salary schedule (employee retains full salary placement credit to which employee was entitled at the time the leave was granted) and accumulated visitation days.

8. Employees on leave (with the exception of those on extended illness leave and those eligible for family and medical leave) shall, upon written request, continue to be covered by the District's group insurance program in accordance with COBRA at the employee's expense. Employees on extended illness leave shall continue to be covered by the District's insurance program for the duration of such leave in accordance with the provisions of Article X of this Agreement. Those eligible for family and medical leave shall continue to be covered by the District's insurance program for sixty (60) days in accordance with the Family Medical Leave Act.
9. Written notice of intention to either return or resign shall be given to the Director of Human Resources by January 15 of the current school year in which the leave is taken. Failure to furnish such written notice shall constitute a notice of resignation.
10. Employees who are granted leaves of absence cannot be assured of placement in the same position when they return. The best possible assignment, however, shall be made within the existing vacancies.
11. Job sharing leave shall be defined as two (2) tenured employees voluntarily sharing the responsibility of a single teaching position. The length for any job sharing arrangement shall be one (1) full school year, unless otherwise approved by the Superintendent or designee.
 - a. For the period of time involving the performance of job sharing, there shall be no loss of tenure and seniority rights for each participating employee.
 - b. Each participating employee shall receive prorated salary and benefits.
 - c. Each participating employee shall be guaranteed a return to full-time employment, if desired, for the school year following the job sharing subject to reduction in force or dismissal for cause.
 - d. Any employee desiring to continue in a job sharing arrangement beyond the job sharing year must provide written notice to the Superintendent or designee, no later than February 15 of the job sharing leave.
 - e. The extension to grant or deny a job sharing leave or any extension of the same shall be determined solely by the Superintendent or designee, and shall not be precedential with respect to granting or denying such request. Additionally, the decision to grant, deny or extend such leave shall not be subject to the grievance procedure found in Article VI of this Agreement.

B. Authorized Leaves

1. Family Leave

Family leave represents adoption/maternity/child-rearing leave. An employee that has entered upon contractual continued service shall be granted family leave without pay or other benefits subject to the following conditions:

- a. Family leave is an unpaid leave.

- b. A combination of sick leave and family leaves shall not exceed the balance of the school year in which it commences and one (1) additional school year.

2. Military Leave

If an employee is ordered to active military duty in the Reserve or National Guard for a declared state or national emergency during the school year, he/she shall be granted a leave of absence for the period and pay for each working day up to thirty (30) days, provided that the employee pays the District the salary he/she receives from the armed service during this active duty. Such payments shall be handled by payroll deduction from subsequent pay.

3. Detached Service Leave

Employees may, upon request, be granted a leave of absence for detached service to work for an educational institution, a foundation or an official governmental agency.

4. Study Leave

Employees shall, upon request, be granted a leave of absence for study designed to improve their competencies as an educator, provided they submit for approval a plan of study.

5. Extended Illness Leave

An employee whose personal illness extends beyond the period compensated under the sick leave provisions of this Agreement shall automatically be classified as on an extended illness leave of absence until such time as a physician certifies the employee is capable of returning to work or the employee has been absent from work for a period of two (2) calendar years, at which time the leave shall terminate.

6. Family Hardship Leave

Employees shall, upon request, be granted a leave of absence for the purpose of caring for a sick member of their family. A written statement of need from a physician shall accompany the request.

7. Professional Leave

Employees may, upon request, be granted a leave of absence for the purpose of engaging in professional activities at the local, state or national level.

8. General Leave

Employees may request a leave of absence for such purpose as may be deemed appropriate by the Superintendent.

ARTICLE XII

PROTECTION OF STAFF

- A. Each employee bears the primary responsibility for maintaining the proper control and discipline in the classroom and wherever else on duty. The Board declares its full support of student disciplinary procedures and policies which are presently in effect and those procedures and policies which may hereafter be adopted by the Board in the matter of student discipline. The Board, the administration and the employees share a mutual responsibility for the enforcement of such policies and procedures. Administration will have an on-going process to ensure parent contact information is updated in the student information system.

Administration will begin each semester of the school year by communicating to all students the behavioral expectations of the District and building. This effort will be reinforced through the teachings in the classroom, sending the expectations home to parents, and supporting and reinforcing the expectations for all students.

A comprehensive building level student discipline plan will be developed by a Building Level Committee consisting of at least an administrator and member(s) selected by the Association to be shared and implemented at the beginning of each school year. This plan will be used throughout the school year. Revisions may be made throughout the year based on recommendations from the Committee.

- B. The Board hereby agrees to indemnify and protect employees against death and bodily injury and property damage claims and suits, including defense thereof, when damages are sought for negligent or wrongful acts alleged to have been committed in the scope of employment or under the direction of the Board. This indemnity shall include judgments, interest, court costs, reasonable attorney fees and any costs necessarily expended in the defense of any suit heretofore described.
- C. The Board does hereby agree to indemnify and protect employees against the costs of defense of criminal proceedings against any employee by reason of any acts committed within the scope of employment of said employee. The costs of defense shall include reasonable attorney fees and other costs necessarily expended in the defense of such criminal action. The indemnity stated in this paragraph shall not apply in the event the employee is found guilty of the criminal charge brought against such employee by a jury or a court.
- D. The Board shall indemnify and protect employees against any loss of, damage to, or destruction of the employee's personal property as a result of assault and/or battery committed against him or her while working within his or her scope of employment and said assault and/or battery to be without legal justification.
- E. All employees shall be protected against any harassment, interference or badgering by any group or individual on the school premises. It shall be the responsibility of the building principal and/or Superintendent to take whatever actions are deemed necessary to provide employees adequate protection in such situations, including but not limited to enforcement of building security. This does not preclude the responsibility of the employees to work with parents or guardians in resolving school problems.
- F. Neither the building administration nor the central office administrations shall impede an employee's right to file a police report and/or notify police following an assault and/or battery. The following procedures/steps shall be in place in the event of an employee being assaulted and/or battered:

1. Distribute an assault form to employee.
 2. If an employee is unable to complete the form, an administrator/designee will assist with completing the form.
 3. Once the assault form is completed and signed by employee and the building administrator, administration will forward the assault form to all designated parties.
- G. The employee has the right to use such force as given by statute or court cases decided thereunder to protect himself/herself, another employee or student from physical assault or injury. Employees shall have Board assistance in any assault or battery cases which occur while the employee is performing his/her assigned duties. The Board assistance shall consist of utilization of corrective procedures. Upon written notification, the Superintendent or his/her designee, shall report all incidents of battery committed against employees to the local law enforcement authorities immediately after the occurrence of the attack.
- H. 1. In the event of any injury to an employee while in the scope of employment, where the absence does not exceed twenty (20) days, the salary of such employee shall continue in full, without reduction in accrued benefits, until:
- a. The employee is able to return to full-time teaching duties, or
 - b. The end of the contract of employment of the employee with the Board, or
 - c. Such employee qualifies for disability or pension benefits under the Illinois Teachers' Retirement System, whichever event occurs first. In the event Workers' Compensation is payable by reason of such injury, the salary of such injured employee shall be reduced by the amount of the temporary incapacity payments, payable under Workers' Compensation.
2. In the event of any injury to an employee while in the scope of employment, the compensation for injury shall be determined in accordance with the Illinois Workers' Compensation Act. In the event the absence exceeds twenty (20) days, the employee will continue to receive his/her full salary, but will be charged one-third (1/3) of a sick day for each additional day over twenty (20) until such time as his/her sick leave is exhausted.
3. While off work under the Illinois Workers' Compensation Act, an employee cannot increase his/her sick leave days by accessing provisions contained in Article X of the negotiated Agreement.
- I. Any reasonable time, when an employee should otherwise be attending to teaching duties, spent in the preparation of the defense, or attendance at a judicial hearing pertaining to a civil or criminal charge described in paragraphs B and C of this Article shall not result in a loss of salary or accrued benefits by such employee.
- J. Building administration will use a problem solving method such as Interest Based Bargaining (IBB) model to resolve issues when administration and employees are not able to resolve building differences. If the problem cannot be resolved at the building level, central administration and Association leadership will become involved.
- K. Pursuant to an approved classroom/building/team discipline or management plan and the District student discipline policy, an employee may send a student to the building administrative office with the completed

formal discipline referral form. An administrator will process all discipline referrals (both major and minor) submitted by the employee (four-part form or an electronic form). Guidelines are outlined in the Student Code of Conduct and subsequent actions will be consistent with such policy. If the employee is not satisfied with the decision of the administrator, the employee is entitled to a conversation with the administrator. If the employee so chooses, an association representative may be present. If the employee does not feel the issue has been resolved, they may have the association representative bring their concern to the discipline action committee. Should this action include the re-admittance of the student to class, the employee shall be notified in writing of the administrator's/designee's disposition of the matter and conditions of re-admittance.

At the secondary level, for non-tardy disciplinary referrals, the student shall not return to the class for the remainder of the class period. An administrator will process the discipline referral submitted by the employee as quickly as possible, so the student will be in class the next class session. Written notification will be given to the employee prior to re-admittance of the student to the class. Students may not return to class without written notification of the administrator's disposition.

Employees will send disciplinary referrals for tardiness to the office during the last ten minutes of that class period. Administration will make every effort not to pull students during instructional time to process tardy referrals. Students at the secondary level referred for tardiness may return to class with written or electronic notification of action taken. Excessive tardiness will be dealt with on an individual basis.

When the administrator deems it appropriate, or at the request of the employee, the administrator shall attempt to arrange and conduct a conference composed of the administrator, the employee, the student and a parent or guardian.

L. Discipline Action Committee

The parties agree that the standing Discipline Action Committee, co-chaired by a representative of the Board and a representative of the Association, shall continue to address discipline issues, guidelines and forms. A minimum of one meeting per month will be held and the most up to date discipline data including (conduct referral breakdown, attendance data, etc.) from all district buildings will be shared and discussed. The committee shall review student discipline data to ensure the progression of discipline as outlined in the Student Code of Conduct is being implemented. The committee shall also review concerns from building Association Representatives. The committee shall also review and/or recommend changes to the process for the disciplinary administrative transfer of students. Prior to the transfer, information including previous discipline, attempted strategies, interventions and outcomes from the sending school will be shared with the following parties: building administrator, counselor/social worker and employees(s) of the receiving school. The Committee Co-Chairs will report any findings to the Superintendent, Assistant Superintendents, and Association President after the monthly meeting. Data will also be shared with the Board of Education on a monthly basis. Committee recommendations regarding amendments, deletions, additions or modifications to the Board's discipline program/policy will be submitted to the Board for its consideration.

The committee shall consist of an equal number of representatives from the Board, or its designees, and the Association. The Association shall appoint all Association members.

ARTICLE XIII

INSURANCE PROTECTION

- A. For the 2011-12 school year, the Board will provide each employee that is under contract full-time with health and medical insurance coverage as described in the Decatur School District No. 61 Group Medical Plan. Beginning in January 2013, employees that select single insurance will pay \$50 (\$600 annually) monthly towards health and medical insurance. Beginning in January 2014, employees that select single insurance will pay \$75 (\$900 annually) monthly towards health and medical insurance. Beginning in January 2013, married employees (who are both employed by the District) that select single coverage insurance each will pay the aforementioned monthly cost toward the cost of health and medical insurance. Employees under contract half-time, but less than full-time, will be provided the same coverage if they pay one-half (1/2) of the premium. Employees under contract less than half-time will be permitted to participate in the group insurance program if they pay the entire premium. The employee-paid portion of the premium shall be sheltered under Section 125 of the Internal Revenue Code.
- B. Insurance Coverage for RIF'd Employees: Employees that are RIF'd and are rehired by the Board on or before November 1, as full-time employees, will be reimbursed for the cost of the insurance for the summer.
- C. The health and medical insurance coverage which is presently in effect will be on an optional basis for employees that retire at age fifty-five (55) or thereafter with ten (10) years of service in the District. Retirees that opt to participate in the employee group health insurance plan will pay the entire annual premium plus the surcharge imposed by the insurance carrier. Coverage will end when the retiree reaches the age of sixty-five (65).
- D. Health and medical insurance coverage for the family of employees will be on an optional basis. For the 2011-12 school year, employees that select family coverage insurance will pay \$200 per month (\$2,400 annually) toward the cost of family health and medical insurance. The employee-paid portion of the premium shall be sheltered under Section 125 of the Internal Revenue Code. Beginning in January 2013, employees that select family coverage insurance will pay \$250 per month (\$3000 annually) toward the cost of family health and medical insurance. Beginning in January 2014, employees that select family coverage insurance will pay \$275 per month (\$3300 annually) toward the cost of family health and medical insurance. Beginning in January 2013, married employees (that are both employed by the District) that select family coverage insurance will pay the aforementioned monthly cost toward the cost of family health and medical insurance.
- E. Newly hired employees who commence work at the beginning of an academic year will receive insurance coverage commencing on September 1 (commencing 2014 – 2015 school year) of the employee's first year of employment, except employees hired at any time other than the beginning of the academic year will commence receiving insurance coverage on the first day of the month following the date they began employment in the district, e.g. an employee beginning work on November 15 will commence receiving insurance coverage on December 1.

Employees resigning or otherwise severing their employment relationship with the school district at the end of any academic year, will continue to receive insurance coverage through August 31 of such year, e.g. an employee who submits a notice of resignation in March, effective the last day of the school term, will have district provided insurance coverage through August 31st of that year.

Employees resigning or otherwise severing their employment relationship with the school district at any time other than the end of the academic year will cease to have insurance coverage on the day after their termination of employment, e.g. an employee terminating employment on February 14, will cease to have insurance coverage on February 15.

Employees with birthdays after completion of an academic year who have submitted a letter of resignation effective on their birth date, thereby enabling the Board and/or the employee to avoid an ERO penalty, but who are ineligible to access retirement health insurance immediately may continue to receive district provided health insurance through August 31st and may access COBRA coverage effective September 1st until such time as they have access retirement health insurance or eighteen months have expired, whichever is sooner.

Nothing in this contract will preclude DEA and Board from bargaining employee settlement agreements involving this topic.

- F. Health insurance for the family of the retiree will be on an optional basis. Retirees that opt for this coverage will pay the entire premium. Coverage will end when the retiree or dependent reaches sixty-five (65), whichever comes first.
- G. The Board will provide each employee that is under contract full-time with Twenty Thousand and 00/100 Dollars (\$20,000.00) in group life insurance, double indemnity in case of accidental death. This insurance shall be paid for by the Board. Employees under contract half-time, but less than full-time, will be provided the same coverage if they pay one-half (1/2) of the premium. Employees under contract for less than half-time will be permitted to participate in the group insurance program if they pay the entire amount.
- H. Prescription Cards: Prescription cards will be made available to each employee that is receiving health and medical coverage. Employees should direct any questions or concerns to the District Business Office.
- I. Flex Plan

The following options are available to employees of the District. Employees should direct any questions or concerns to the District Business Office.

1. Dependent Care Assistance Plan

This plan will enable each participant to elect to receive payments or reimbursements of his/her dependent care expenses that are excludable from the participant's gross income under Section 129 of the IRS Code.

2. Medical Reimbursement Plan

This plan will enable each participant to elect to receive payments or reimbursements of his/her medical care expenses that are excludable from the participant's gross income under Section 105(b) of the IRS Code.

3. Volunteer Dental Plan

This volunteer dental plan will enable each employee to participate in a group dental plan. A minimum of ten (10) employees must enroll.

- J. If the District Insurance Committee considers any change to insurance, during the term of this contract or between contracts, the Association and the Board will reduce to writing any proposed changes. Decision making shall be made through 80% agreement of those voting members in attendance. These proposed changes will be taken to membership for ratification. Upon ratification of membership, it will be taken to the Board for approval. Committee voting members will include up to seven (7) DEA members (1:100 DEA employees) and four (4) representatives of the Board. Administration is responsible for securing membership from other employee groups.

ARTICLE XIV

COMPENSATION

- A. The salary of all employees will be in accordance with the salary table and the Schedule B table which are attached at the end of this Agreement and made a part hereof.
- B. Compensation for employees not covered in tables attached to this Agreement shall be subject to the approval of the President of the Association and the Board.

ARTICLE XV

Summer School

- A. Summer Program schedules shall be in conformity with state law to take advantage of state aid.

Hourly Rate:

Driver Training Teachers (behind the wheel) and Summer School Teachers will be compensated at the same hourly rate of \$33.00 per hour regardless of degree. The maximum number of Behind the Wheel hours permitted is three (3) hours on days when school is in session. The maximum number of Behind the Wheel Hours permitted is five (5) hours per day during the summer, on Saturday and other days when school is not in session.

A full load is defined as four (4) contact hours in a classroom situation, and this will be the maximum permitted. Certified employees who are employed as teaching assistants during summer school will be paid the current teaching assistant rates.

- B. Applications for summer school teaching may be made by qualified employees by completing an on-line application available on the Decatur Public School website. Applications shall be filed with the Director of Human Resources or designee on the date announced by the Superintendent.
- C. Applicants that, in the judgment of the Director of Human Resources or designee, are considered as being the best qualified to meet the needs of the summer school program, will be selected for summer school teaching positions. The criteria (in order of importance) utilized in evaluating all applicants will include the following:

1. Certification
2. District employee
3. Proficiency in curriculum content
4. Grade level band experience
5. Prior school term evaluations
6. Summer school informal evaluations
7. Demographics
8. Tenure status
9. Prior summer school experience
10. Education level
11. Student growth (when defined by the District in collaboration with the Association)

If applicants meet criteria specifications equally, positions will be awarded at the discretion of the Director of Human Resources or designee.

Example 1: Two applicants meet all eleven areas of criteria equally. If both applicants are equally qualified, the final decision is at the discretion of the Director of Human Resources or designee.

Example 2: Applicants A and B are equal in criteria 1 through 4. Applicant A, however, meets criteria 10, Education level, but applicant B does not. The position would be awarded to Applicant A.

- D. By the first of May, all applicants will receive notification from the Human Resources Office that they have either been tentatively selected, subject to adequate student registration in the classes they are scheduled to teach, or have not been selected for a summer school teaching position. Applicants not selected at this time will receive priority for hiring if additional positions are needed in their respective teaching areas for the summer school program.

ARTICLE XVI

MISCELLANEOUS PROVISIONS

- A. This Agreement shall be printed and distributed to all employees. This cost shall be shared between the Board and the Association.
- B. Employees shall be informed of a telephone number they may call to report unavailability for work. Employees shall report unavailability for work at the earliest possible time and shall make every effort to report no later than one and one-half (1 1/2) hours prior to the employee's instructional duty and no later than 7:00 a.m.
- C. In schools where continuous cafeteria service is not available for employee use, the employees, with prior consent of the principal, may arrange installation of vending machines for beverages and confections. The installation, operation, control and maintenance of these shall be the responsibility of the employees in that building. All proceeds shall be used in such a manner as the employees in that building determine.
- D. Permission may be granted employees for the purpose of making professional presentations, speeches or providing consultant services to other districts and professional organizations. Employees are required to have advance approval of their principal and the appropriate director. Normally, travel and living expenses shall be the responsibility of the organization serviced; however, when employees actually

represent the District, expenses may be authorized by the appropriate director or the Superintendent if expenses are not paid by the organization served. The District shall be reimbursed from any compensation received, up to the employee's daily salary, and for any expenses paid by the District.

- E. Building administrators will make every reasonable effort to be in attendance and visible on student attendance days. Every reasonable effort will be made to hold District meetings outside the school day. Employees will be made aware who the responsible administrator is if the principal cannot be reached during the day. No employee shall be required to substitute for an administrator. Such substitution will be *voluntary*.

ARTICLE XVII

LIMITATIONS

- A. If any portion of this Agreement is in violation of any law of the State of Illinois, that portion in disagreement shall be considered null and void. All other portions of the Agreement shall remain valid and in force.
- B. Until all appeals are exhausted with respect to the legality, validity or enforceability of such provision, the provision shall remain in full force and effect.
- C. The Association agrees that there shall be no strike for the duration of this Agreement.

ARTICLE XVIII

BOARD AUTHORITY

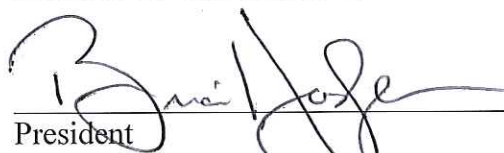
It is the law of the State of Illinois that the determination and administration of school policy, the operation and management of the schools and the direction of employees are vested exclusively in the Board. It is the duty of all employees to carry out the policies and regulations as stipulated by the Board. The decision of the Board in matters pertaining to the determination and administration of school policy, the operation and management of the schools and the direction of employees shall be final, as long as the decisions of the Board are not in violation of the law of the State of Illinois or the Illinois Educational Labor Relations Act.

ARTICLE XIX
DURATION OF AGREEMENT


- A. This Agreement shall be effective August 18, 2014, and shall be in effect through August 17, 2018 at which date it shall expire. Retroactive pay shall be paid in a lump sum.
- B. This Agreement shall constitute the full and complete understanding and commitment between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement. No departure from a provision of this Agreement by either party, or by their officers, agents or representatives shall be construed to constitute a continuing waiver of the right to enforce such provision.

Approved and signed this 1st day of October, 2014.

BOARD OF EDUCATION



President



Chairman, Negotiation Team



Negotiation Team Member



Negotiation Team Member



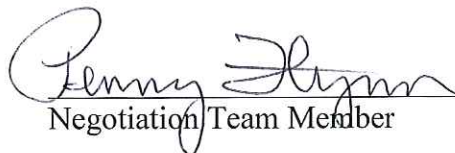
Negotiation Team Member



Negotiation Team Member

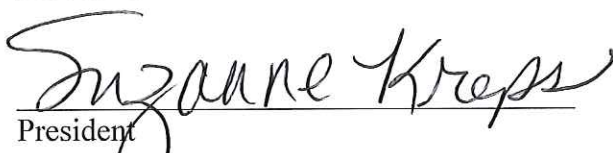


Negotiation Team Member




Negotiation Team Member

DECATUR EDUCATION ASSOCIATION



President



Chairman, Negotiation Team



Negotiation Team Member



Negotiation Team Member



Negotiation Team Member



Negotiation Team Member



Negotiation Team Member



Negotiation Team Member

SALARY SCHEDULE, SALARY ADJUSTMENT AND PAYROLL PROCEDURES

Employees' Compensation Schedule including Board contribution to Illinois Teachers' Retirement System (TRS). This salary schedule is based on a teaching year of one hundred eighty (180) days. Salary adjustments for days not worked shall be at the rate of 1/180 of the contract amount. For purposes of annual increases, all employees shall have their salary increased by one step for each year of service.

| FY 2015-2018 Salary Schedules | | | | | | | | | | | | | | | | | | | |
|--------------------------------------|----|-----------|-----------|------------------|----|----|-----------|------------------|-----------|----|-------|------------------|-----------|-----------|-------|---|-----------|-----------|-----------|
| Year 1 2014-2015 | | | | Year 2 2015-2016 | | | | Year 3 2016-2017 | | | | Year 4 2017-2018 | | | | | | | |
| Step | BA | MA | MA+32 | Step | BA | MA | MA+32 | Step | BA | MA | MA+32 | Step | BA | MA | MA+32 | | | | |
| 1 | A | 31,277.00 | 32,094.00 | 34,125.00 | 1 | A | 32,074.00 | 32,757.00 | 34,638.00 | 1 | A | 33,085.00 | 33,634.00 | 35,365.00 | 1 | A | 34,136.00 | 34,551.00 | 36,132.00 |
| | B | 3,245.08 | 3,329.85 | 3,540.57 | | B | 3,327.77 | 3,398.64 | 3,593.80 | | B | 3,432.67 | 3,489.63 | 3,669.22 | | B | 3,541.71 | 3,584.77 | 3,748.80 |
| | C | 34,522.08 | 35,423.85 | 37,665.57 | | C | 35,401.77 | 36,155.64 | 38,231.80 | | C | 36,517.67 | 37,123.63 | 39,034.22 | | C | 37,677.71 | 38,135.77 | 39,880.80 |
| 2 | A | 32,004.00 | 32,955.00 | 35,136.00 | 2 | A | 32,801.00 | 33,618.00 | 35,649.00 | 2 | A | 33,812.00 | 34,495.00 | 36,376.00 | 2 | A | 34,863.00 | 35,412.00 | 37,143.00 |
| | B | 3,320.51 | 3,419.18 | 3,645.47 | | B | 3,403.20 | 3,487.97 | 3,698.69 | | B | 3,508.10 | 3,578.96 | 3,774.12 | | B | 3,617.14 | 3,674.10 | 3,853.70 |
| | C | 35,324.51 | 36,374.18 | 38,781.47 | | C | 36,204.20 | 37,105.97 | 39,347.69 | | C | 37,320.10 | 38,073.96 | 40,150.12 | | C | 38,480.14 | 39,086.10 | 40,996.70 |
| 3 | A | 32,754.00 | 33,846.00 | 36,185.00 | 3 | A | 33,528.00 | 34,479.00 | 36,660.00 | 3 | A | 34,539.00 | 35,356.00 | 37,387.00 | 3 | A | 35,590.00 | 36,273.00 | 38,154.00 |
| | B | 3,398.33 | 3,511.62 | 3,754.30 | | B | 3,478.63 | 3,577.30 | 3,803.58 | | B | 3,583.52 | 3,668.29 | 3,879.01 | | B | 3,692.57 | 3,763.43 | 3,958.59 |
| | C | 36,152.33 | 37,357.62 | 39,939.30 | | C | 37,006.63 | 38,056.30 | 40,463.58 | | C | 38,122.52 | 39,024.29 | 41,266.01 | | C | 39,282.57 | 40,036.43 | 42,112.59 |
| 4 | A | 33,528.00 | 34,769.00 | 37,276.00 | 4 | A | 34,278.00 | 35,370.00 | 37,709.00 | 4 | A | 35,266.00 | 36,217.00 | 38,398.00 | 4 | A | 36,317.00 | 37,134.00 | 39,165.00 |
| | B | 3,478.63 | 3,607.39 | 3,867.50 | | B | 3,556.45 | 3,669.74 | 3,912.42 | | B | 3,658.95 | 3,757.62 | 3,983.91 | | B | 3,768.00 | 3,852.76 | 4,063.49 |
| | C | 37,006.63 | 38,376.39 | 41,143.50 | | C | 37,834.45 | 39,039.74 | 41,621.42 | | C | 38,924.95 | 39,974.62 | 42,381.91 | | C | 40,085.00 | 40,986.76 | 43,228.49 |
| 5 | A | 34,142.00 | 35,541.00 | 38,224.00 | 5 | A | 35,052.00 | 36,293.00 | 38,800.00 | 5 | A | 36,016.00 | 37,108.00 | 39,447.00 | 5 | A | 37,044.00 | 37,995.00 | 40,176.00 |
| | B | 3,542.33 | 3,687.49 | 3,965.85 | | B | 3,636.75 | 3,765.51 | 4,025.62 | | B | 3,736.77 | 3,850.07 | 4,092.74 | | B | 3,843.43 | 3,942.10 | 4,168.38 |
| | C | 37,684.33 | 39,228.49 | 42,189.85 | | C | 38,688.75 | 40,058.51 | 42,825.62 | | C | 39,752.77 | 40,958.07 | 43,539.74 | | C | 40,887.43 | 41,937.10 | 44,344.38 |
| 6 | A | 34,765.00 | 36,531.00 | 39,398.00 | 6 | A | 35,666.00 | 37,065.00 | 39,748.00 | 6 | A | 36,790.00 | 38,031.00 | 40,538.00 | 6 | A | 37,994.00 | 38,886.00 | 41,225.00 |
| | B | 3,606.97 | 3,790.20 | 4,087.66 | | B | 3,700.45 | 3,845.60 | 4,123.97 | | B | 3,817.07 | 3,945.83 | 4,205.94 | | B | 3,921.24 | 4,034.54 | 4,277.22 |
| | C | 38,371.97 | 40,321.20 | 43,485.66 | | C | 39,366.45 | 40,910.60 | 43,871.97 | | C | 40,607.07 | 41,976.83 | 44,743.94 | | C | 41,715.24 | 42,920.54 | 45,502.22 |
| 7 | A | 35,615.00 | 37,556.00 | 40,619.00 | 7 | A | 36,289.00 | 38,055.00 | 40,922.00 | 7 | A | 37,404.00 | 38,803.00 | 41,486.00 | 7 | A | 38,568.00 | 39,809.00 | 42,316.00 |
| | B | 3,695.16 | 3,896.55 | 4,214.34 | | B | 3,765.09 | 3,948.32 | 4,245.78 | | B | 3,880.78 | 4,025.93 | 4,304.30 | | B | 4,001.55 | 4,130.30 | 4,390.41 |
| | C | 39,310.16 | 41,452.55 | 44,833.34 | | C | 40,054.09 | 42,003.32 | 45,167.78 | | C | 41,284.78 | 42,828.93 | 45,790.30 | | C | 42,569.55 | 43,939.30 | 46,706.41 |
| 8 | A | 36,491.00 | 38,618.00 | 41,887.00 | 8 | A | 37,139.00 | 39,080.00 | 42,143.00 | 8 | A | 38,027.00 | 39,793.00 | 42,660.00 | 8 | A | 39,182.00 | 40,581.00 | 43,264.00 |
| | B | 3,786.05 | 4,006.73 | 4,345.90 | | B | 3,853.28 | 4,054.67 | 4,372.46 | | B | 3,945.42 | 4,128.64 | 4,426.10 | | B | 4,065.25 | 4,210.40 | 4,488.77 |
| | C | 40,277.05 | 42,624.73 | 46,232.90 | | C | 40,992.28 | 43,134.67 | 46,515.46 | | C | 41,972.42 | 43,921.64 | 47,086.10 | | C | 43,247.25 | 44,791.40 | 47,752.77 |
| 9 | A | 37,211.00 | 39,534.00 | 43,019.00 | 9 | A | 38,015.00 | 40,142.00 | 43,411.00 | 9 | A | 38,877.00 | 40,818.00 | 43,881.00 | 9 | A | 39,805.00 | 41,571.00 | 44,438.00 |
| | B | 3,860.75 | 4,101.77 | 4,463.35 | | B | 3,944.17 | 4,164.85 | 4,504.02 | | B | 4,033.61 | 4,234.99 | 4,552.79 | | B | 4,129.89 | 4,313.12 | 4,610.58 |
| | C | 41,071.75 | 43,635.77 | 47,482.35 | | C | 41,959.17 | 44,306.85 | 47,915.02 | | C | 42,910.61 | 45,052.99 | 48,433.79 | | C | 43,934.89 | 45,884.12 | 49,048.58 |
| 10 | A | 38,144.00 | 40,673.00 | 44,386.00 | 10 | A | 38,735.00 | 41,058.00 | 44,543.00 | 10 | A | 39,753.00 | 41,880.00 | 45,149.00 | 10 | A | 40,655.00 | 42,596.00 | 45,659.00 |
| | B | 3,957.55 | 4,219.95 | 4,605.18 | | B | 4,018.87 | 4,259.89 | 4,621.47 | | B | 4,124.49 | 4,345.18 | 4,684.34 | | B | 4,218.08 | 4,419.46 | 4,737.26 |
| | C | 42,101.55 | 44,892.95 | 48,991.18 | | C | 42,753.87 | 45,317.89 | 49,164.47 | | C | 43,877.49 | 46,225.18 | 49,833.34 | | C | 44,873.08 | 47,015.46 | 50,396.26 |
| 11 | A | 38,829.00 | 41,576.00 | 45,528.00 | 11 | A | 39,668.00 | 42,197.00 | 45,910.00 | 11 | A | 40,473.00 | 42,796.00 | 46,281.00 | 11 | A | 41,531.00 | 43,658.00 | 46,927.00 |
| | B | 4,028.63 | 4,313.63 | 4,723.67 | | B | 4,115.67 | 4,378.07 | 4,763.30 | | B | 4,199.20 | 4,440.21 | 4,801.79 | | B | 4,308.97 | 4,529.65 | 4,868.82 |
| | C | 42,857.63 | 45,889.63 | 50,251.67 | | C | 43,783.67 | 46,575.07 | 50,673.30 | | C | 44,672.20 | 47,236.21 | 51,082.79 | | C | 45,839.97 | 48,187.65 | 51,795.82 |
| 12 | A | 39,822.00 | 42,797.00 | 47,002.00 | 12 | A | 40,353.00 | 43,100.00 | 47,052.00 | 12 | A | 41,406.00 | 43,935.00 | 47,648.00 | 12 | A | 42,251.00 | 44,574.00 | 48,059.00 |
| | B | 4,131.65 | 4,440.32 | 4,876.60 | | B | 4,186.74 | 4,471.75 | 4,881.79 | | B | 4,296.00 | 4,558.39 | 4,943.62 | | B | 4,383.67 | 4,624.69 | 4,986.27 |
| | C | 43,953.65 | 47,237.32 | 51,878.60 | | C | 44,539.74 | 47,571.75 | 51,933.79 | | C | 45,702.00 | 48,493.39 | 52,591.62 | | C | 46,634.67 | 49,198.69 | 53,045.27 |

FY 2015-2018 Salary Schedules

| Year 1 2014-2015 | | | | Year 2 2015-2016 | | | | Year 3 2016-2017 | | | | Year 4 2017-2018 | | | | | | | |
|------------------|----|-----------|-----------|------------------|----|----|-----------|------------------|-----------|----|-------|------------------|-----------|-----------|-------|---|-----------|-----------|-----------|
| Step | BA | MA | MA+32 | Step | BA | MA | MA+32 | Step | BA | MA | MA+32 | Step | BA | MA | MA+32 | | | | |
| 13 | A | 40,845.00 | 44,062.00 | 48,531.00 | 13 | A | 41,346.00 | 44,321.00 | 48,526.00 | 13 | A | 42,091.00 | 44,838.00 | 48,790.00 | 13 | A | 43,184.00 | 45,713.00 | 49,426.00 |
| | B | 4,237.79 | 4,571.56 | 5,035.24 | | B | 4,289.77 | 4,598.44 | 5,034.72 | | B | 4,367.07 | 4,652.08 | 5,062.11 | | B | 4,480.47 | 4,742.86 | 5,128.10 |
| | C | 45,082.79 | 48,633.56 | 53,566.24 | | C | 45,635.77 | 48,919.44 | 53,560.72 | | C | 46,458.07 | 49,490.08 | 53,852.11 | | C | 47,664.47 | 50,455.86 | 54,554.10 |
| 14 | A | 41,900.00 | 45,371.00 | 50,120.00 | 14 | A | 42,369.00 | 45,586.00 | 50,055.00 | 14 | A | 43,084.00 | 46,059.00 | 50,264.00 | 14 | A | 43,869.00 | 46,616.00 | 50,568.00 |
| | B | 4,347.25 | 4,707.38 | 5,200.10 | | B | 4,395.91 | 4,729.68 | 5,193.36 | | B | 4,470.09 | 4,778.76 | 5,215.04 | | B | 4,551.54 | 4,836.55 | 5,246.58 |
| | C | 46,247.25 | 50,078.38 | 55,320.10 | | C | 46,764.91 | 50,315.68 | 55,248.36 | | C | 47,554.09 | 50,837.76 | 55,479.04 | | C | 48,420.54 | 51,452.55 | 55,814.58 |
| 15 | A | 43,035.00 | 46,771.00 | 51,814.00 | 15 | A | 43,424.00 | 46,895.00 | 51,644.00 | 15 | A | 44,107.00 | 47,324.00 | 51,793.00 | 15 | A | 44,862.00 | 47,837.00 | 52,042.00 |
| | B | 4,465.01 | 4,852.63 | 5,375.86 | | B | 4,505.37 | 4,865.50 | 5,358.22 | | B | 4,576.23 | 4,910.01 | 5,373.68 | | B | 4,654.57 | 4,963.23 | 5,399.51 |
| | C | 47,500.01 | 51,623.63 | 57,189.86 | | C | 47,929.37 | 51,760.50 | 57,002.22 | | C | 48,683.23 | 52,234.01 | 57,166.68 | | C | 49,516.57 | 52,800.23 | 57,441.51 |
| 16 | A | 44,204.00 | 48,222.00 | 53,572.00 | 16 | A | 44,559.00 | 48,295.00 | 53,338.00 | 16 | A | 45,162.00 | 48,633.00 | 53,382.00 | 16 | A | 45,885.00 | 49,102.00 | 53,571.00 |
| | B | 4,586.30 | 5,003.18 | 5,558.26 | | B | 4,623.13 | 5,010.75 | 5,533.98 | | B | 4,685.69 | 5,045.82 | 5,538.54 | | B | 4,760.71 | 5,094.48 | 5,558.15 |
| | C | 48,790.30 | 53,225.18 | 59,130.26 | | C | 49,182.13 | 53,305.75 | 58,871.98 | | C | 49,847.69 | 53,678.82 | 58,920.54 | | C | 50,645.71 | 54,196.48 | 59,129.15 |
| 17 | A | 45,408.00 | 49,720.00 | 55,395.00 | 17 | A | 45,728.00 | 49,746.00 | 55,096.00 | 17 | A | 46,297.00 | 50,033.00 | 55,076.00 | 17 | A | 46,940.00 | 50,411.00 | 55,160.00 |
| | B | 4,711.22 | 5,158.60 | 5,747.40 | | B | 4,744.42 | 5,161.30 | 5,716.38 | | B | 4,803.45 | 5,191.07 | 5,714.30 | | B | 4,870.17 | 5,230.29 | 5,723.02 |
| | C | 50,119.22 | 54,878.60 | 61,142.40 | | C | 50,472.42 | 54,907.30 | 60,812.38 | | C | 51,100.45 | 55,224.07 | 60,790.30 | | C | 51,810.17 | 55,641.29 | 60,883.02 |
| 18 | A | 46,648.00 | 51,271.00 | 57,287.00 | 18 | A | 46,932.00 | 51,244.00 | 56,919.00 | 18 | A | 47,466.00 | 51,484.00 | 56,834.00 | 18 | A | 48,075.00 | 51,811.00 | 56,854.00 |
| | B | 4,839.87 | 5,319.52 | 5,943.70 | | B | 4,869.34 | 5,316.72 | 5,905.52 | | B | 4,924.74 | 5,341.62 | 5,896.70 | | B | 4,987.93 | 5,375.55 | 5,898.77 |
| | C | 51,487.87 | 56,590.52 | 63,230.70 | | C | 51,801.34 | 56,560.72 | 62,824.52 | | C | 52,390.74 | 56,825.62 | 62,730.70 | | C | 53,062.93 | 57,186.55 | 62,752.77 |
| 19 | A | 47,933.00 | 52,699.00 | 58,902.00 | 19 | A | 48,172.00 | 52,795.00 | 58,811.00 | 19 | A | 48,670.00 | 52,982.00 | 58,657.00 | 19 | A | 49,244.00 | 53,262.00 | 58,612.00 |
| | B | 4,973.19 | 5,467.68 | 6,111.26 | | B | 4,997.99 | 5,477.64 | 6,101.82 | | B | 5,049.66 | 5,497.04 | 6,085.84 | | B | 5,109.21 | 5,526.09 | 6,081.17 |
| | C | 52,906.19 | 58,166.68 | 65,013.26 | | C | 53,169.99 | 58,272.64 | 64,912.82 | | C | 53,719.66 | 58,479.04 | 64,742.84 | | C | 54,353.21 | 58,788.09 | 64,693.17 |
| 20 | A | 49,133.00 | 54,032.00 | 60,409.00 | 20 | A | 49,457.00 | 54,223.00 | 60,426.00 | 20 | A | 49,910.00 | 54,533.00 | 60,549.00 | 20 | A | 50,448.00 | 54,760.00 | 60,435.00 |
| | B | 5,097.70 | 5,605.98 | 6,267.61 | | B | 5,131.31 | 5,625.80 | 6,269.38 | | B | 5,178.31 | 5,657.96 | 6,282.14 | | B | 5,234.13 | 5,681.51 | 6,270.31 |
| | C | 54,230.70 | 59,637.98 | 66,676.61 | | C | 54,588.31 | 59,848.80 | 66,695.38 | | C | 55,088.31 | 60,190.96 | 66,831.14 | | C | 55,682.13 | 60,441.51 | 66,705.31 |
| 21 | A | 50,322.00 | 55,354.00 | 61,900.00 | 21 | A | 50,657.00 | 55,556.00 | 61,933.00 | 21 | A | 51,195.00 | 55,961.00 | 62,164.00 | 21 | A | 51,688.00 | 56,311.00 | 62,327.00 |
| | B | 5,221.06 | 5,743.14 | 6,422.31 | | B | 5,255.82 | 5,764.10 | 6,425.73 | | B | 5,311.63 | 5,806.12 | 6,449.70 | | B | 5,362.79 | 5,842.44 | 6,466.61 |
| | C | 55,543.06 | 61,097.14 | 68,322.31 | | C | 55,912.82 | 61,320.10 | 68,358.73 | | C | 56,506.63 | 61,767.12 | 68,613.70 | | C | 57,050.79 | 62,153.44 | 68,793.61 |
| 22 | A | 51,279.00 | 56,416.00 | 63,102.00 | 22 | A | 51,846.00 | 56,878.00 | 63,424.00 | 22 | A | 52,395.00 | 57,294.00 | 63,671.00 | 22 | A | 52,973.00 | 57,739.00 | 63,942.00 |
| | B | 5,320.35 | 5,853.33 | 6,547.02 | | B | 5,379.18 | 5,901.26 | 6,580.43 | | B | 5,436.14 | 5,944.42 | 6,606.06 | | B | 5,496.11 | 5,990.59 | 6,634.17 |
| | C | 56,599.35 | 62,269.33 | 69,649.02 | | C | 57,225.18 | 62,779.26 | 70,004.43 | | C | 57,831.14 | 63,238.42 | 70,277.06 | | C | 58,469.11 | 63,729.59 | 70,576.17 |
| 23 | A | 52,279.00 | 57,526.00 | 64,357.00 | 23 | A | 52,803.00 | 57,940.00 | 64,626.00 | 23 | A | 53,584.00 | 58,616.00 | 65,162.00 | 23 | A | 54,173.00 | 59,072.00 | 65,449.00 |
| | B | 5,424.10 | 5,968.50 | 6,677.23 | | B | 5,478.47 | 6,011.45 | 6,705.14 | | B | 5,559.50 | 6,081.59 | 6,760.75 | | B | 5,620.61 | 6,128.90 | 6,790.53 |
| | C | 57,703.10 | 63,494.50 | 71,034.23 | | C | 58,281.47 | 63,951.45 | 71,331.14 | | C | 59,143.50 | 64,697.59 | 71,922.75 | | C | 59,793.61 | 65,200.90 | 72,239.53 |
| 24 | A | 53,963.00 | 59,327.00 | 66,305.00 | 24 | A | 53,803.00 | 59,050.00 | 65,881.00 | 24 | A | 54,541.00 | 59,678.00 | 66,364.00 | 24 | A | 55,362.00 | 60,394.00 | 66,940.00 |
| | B | 5,598.82 | 6,155.35 | 6,879.34 | | B | 5,582.22 | 6,126.61 | 6,835.35 | | B | 5,658.79 | 6,191.77 | 6,885.46 | | B | 5,743.97 | 6,266.06 | 6,945.23 |
| | C | 59,561.82 | 65,482.35 | 73,184.34 | | C | 59,385.22 | 65,176.61 | 72,716.35 | | C | 60,199.79 | 65,869.77 | 73,249.46 | | C | 61,105.97 | 66,660.06 | 73,885.23 |

FY 2015-2018 Salary Schedules

| Year 1 2014-2015 | | | | Year 2 2015-2016 | | | | Year 3 2016-2017 | | | | Year 4 2017-2018 | | | | | | | | | | | | |
|------------------|----|-----------|-----------|------------------|------|----|-----------|------------------|-----------|------|-------|------------------|-----------|-----------|-------|---|-----------|-----------|-----------|------|----------|-----------|-----------|-----------|
| Step | BA | MA | MA+32 | Step | BA | MA | MA+32 | Step | BA | MA | MA+32 | Step | BA | MA | MA+32 | | | | | | | | | |
| Off1 | A | 54,750.00 | 60,114.00 | 67,092.00 | Off1 | A | 55,163.00 | 60,527.00 | 67,505.00 | Off1 | A | 55,003.00 | 60,250.00 | 67,081.00 | Off1 | A | 55,741.00 | 60,878.00 | 67,564.00 | | | | | |
| | B | 5,680.48 | 6,237.01 | 6,961.00 | | B | 5,723.33 | 6,279.86 | 7,003.85 | | B | 5,706.73 | 6,251.12 | 6,959.85 | | B | 5,783.30 | 6,316.28 | 7,009.97 | | | | | |
| | C | 60,430.48 | 66,351.01 | 74,053.00 | | C | 60,886.33 | 66,806.86 | 74,508.85 | | C | 60,709.73 | 66,501.12 | 74,040.85 | | C | 61,524.30 | 67,194.28 | 74,573.97 | | | | | |
| Off2 | A | 55,750.00 | 61,114.00 | 68,092.00 | Off2 | A | 55,950.00 | 61,314.00 | 68,292.00 | Off2 | A | 56,363.00 | 61,727.00 | 68,705.00 | Off2 | A | 56,203.00 | 61,450.00 | 68,281.00 | | | | | |
| | B | 5,784.23 | 6,340.76 | 7,064.75 | | B | 5,804.98 | 6,361.51 | 7,085.50 | | B | 5,847.83 | 6,404.36 | 7,128.35 | | B | 5,831.23 | 6,375.62 | 7,084.36 | | | | | |
| | C | 61,534.23 | 67,454.76 | 75,156.75 | | C | 61,754.98 | 67,675.51 | 75,377.50 | | C | 62,210.83 | 68,131.36 | 75,833.35 | | C | 62,034.23 | 67,825.62 | 75,365.36 | | | | | |
| Off3 | A | 56,500.00 | 61,864.00 | 68,842.00 | Off3 | A | 56,950.00 | 62,314.00 | 69,292.00 | Off3 | A | 57,150.00 | 62,514.00 | 69,492.00 | Off3 | A | 57,563.00 | 62,927.00 | 69,905.00 | | | | | |
| | B | 5,862.04 | 6,418.58 | 7,142.56 | | B | 5,908.73 | 6,465.26 | 7,189.25 | | B | 5,929.48 | 6,486.02 | 7,210.00 | | B | 5,972.33 | 6,528.87 | 7,252.85 | | | | | |
| | C | 62,362.04 | 68,282.58 | 75,984.56 | | C | 62,858.73 | 68,779.26 | 76,481.25 | | C | 63,079.48 | 69,000.02 | 76,702.00 | | C | 63,535.33 | 69,455.87 | 77,157.85 | | | | | |
| Off4 | A | 57,000.00 | 62,364.00 | 69,342.00 | Off4 | A | 57,700.00 | 63,064.00 | 70,042.00 | Off4 | A | 58,150.00 | 63,514.00 | 70,492.00 | Off4 | A | 58,350.00 | 63,714.00 | 70,692.00 | | | | | |
| | B | 5,913.92 | 6,470.45 | 7,194.44 | | B | 5,986.55 | 6,543.08 | 7,267.07 | | B | 6,033.24 | 6,589.77 | 7,313.76 | | B | 6,053.99 | 6,610.52 | 7,334.51 | | | | | |
| | C | 62,913.92 | 68,834.45 | 76,536.44 | | C | 63,686.55 | 69,607.08 | 77,309.07 | | C | 64,183.24 | 70,103.77 | 77,805.76 | | C | 64,403.99 | 70,324.52 | 78,026.51 | | | | | |
| | | | | | Off5 | A | 58,200.00 | 63,564.00 | 70,542.00 | Off5 | A | 58,900.00 | 64,264.00 | 71,242.00 | Off5 | A | 59,350.00 | 64,714.00 | 71,692.00 | | | | | |
| | | | | | | B | 6,038.42 | 6,594.96 | 7,318.94 | | B | 6,111.05 | 6,667.58 | 7,391.57 | | B | 6,157.74 | 6,714.27 | 7,438.26 | | | | | |
| | | | | | | C | 64,238.42 | 70,158.96 | 77,860.94 | | C | 65,011.05 | 70,931.58 | 78,633.57 | | C | 65,507.74 | 71,428.27 | 79,130.26 | | | | | |
| | | | | | | | | | | Off6 | A | 59,400.00 | 64,764.00 | 71,742.00 | Off6 | A | 60,100.00 | 65,464.00 | 72,442.00 | | | | | |
| | | | | | | | | | | | B | 6,162.93 | 6,719.46 | 7,443.45 | | B | 6,235.56 | 6,792.09 | 7,516.07 | | | | | |
| | | | | | | | | | | | C | 65,562.93 | 71,483.46 | 79,185.45 | | C | 66,335.56 | 72,256.09 | 79,958.07 | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | Off7 | A | 60,600.00 | 65,964.00 | 72,942.00 |
| | | | | | | | | | | | | | | | | | | | | B | 6,287.43 | 6,843.96 | 7,567.95 | |
| | | | | | | | | | | | | | | | | | | | | | | | | |

Individual salaries under this salary schedule are subject to the following conditions:

1. New employees shall be credited with years of outside teaching experience as accepted by the Illinois Teachers' Retirement System, upon employment by the Board; provided, however, in no case shall a new employee be placed on a step on the salary schedule which is higher than the current placement of an employee that was an employee for the 1991-1992 school year and has since progressed in steps at the rate of one (1) per school year. This paragraph is not applicable to former employees who are re-employed by the Board. Outside experience may include up to two (2) years of military service, if accepted by the Illinois Teachers' Retirement System. Partial years outside the District will not be counted.
2. Employees that complete one hundred thirty-six (136) days within a school year shall receive one (1) full year's credit on the salary schedule.
3. Credit after the Master's degree must be approved by the Superintendent before allowable on the schedule.

Teachers currently working toward national certification through the National Board for Professional Teaching Standards shall have until September 30, 2013 to submit verification of successful completion of national board certification in order to receive the

one-time payment of twenty-five hundred dollars (\$2500.00). This payment will no longer be available to employees that achieve certification or submit verification after September 30, 2013.

4. Retirement Incentive

To be eligible for any of the following plans, an employee must meet the following requirements:

1. Be at least sixty (60) years of age by the last day of service in the District; or
2. Be at least fifty-five (55) years of age with thirty-five (35) years of creditable service as defined by the Illinois Teachers' Retirement System by the last day of service in the District.
3. Employees who qualified for the retirement incentive based on the years of consecutive service in 2011-2014 DEA Agreement and do not qualify under the successor agreement must notify the Director of Human Resources of their intent to retire by May 1, 2015.

The District may require proof of eligibility.

For purposes of this section, TRS creditable compensation (earnings) is compensation recognized by TRS as salary reporting and retirement purposes no matter whether the employer is the District or any other employer. (80 Ill. Admin. Code 1650.460) One can look up creditable earnings on the TRS website.

One-Year Plan

If an eligible employee gives the Board an irrevocable letter of retirement prior to May 1 stating that he/she shall retire at the end of the next school year, the employee will be removed from the salary schedule and for the final year of employment 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. In order to be eligible for this retirement incentive, employees must be employed by the District for the fifteen (15) consecutive years that precede the retirement date.

Example: The employee's prior year TRS creditable earnings were \$40,000.00. The employee's final year TRS creditable earnings will be \$42,400.00 (i.e., \$40,000.00 x 1.06 = \$42,400.00).

Two-Year Plan

If an eligible employee gives the Board an irrevocable letter of retirement prior to May 1 two (2) years prior to the year of retirement, the employee will be removed from the salary schedule and for the final two (2) years of employment the employee's TRS creditable earnings shall be increased by six percent (6%) over the employee's TRS

creditable earnings for the prior years of employment respectively. In order to be eligible for this retirement incentive, employees must be employed by the District for the sixteen (16) consecutive years that precede the retirement date.

Example: An employee will retire on June 30, 2017. The employee's TRS creditable earnings for the 2014-2015 school year were \$40,000.00. The employee's TRS creditable earnings for the 2015-2016 school year will be \$42,400.00 (i.e., $\$40,000.00 \times 1.06 = \$42,400.00$). The employee's TRS creditable earnings for the 2013-2014 school year will be \$44,944.00 (i.e., $\$42,400 \times 1.06 = \$44,944.00$).

Three-Year Plan

If an eligible employee gives the Board an irrevocable letter of retirement prior to May 1 three (3) years prior to the year of retirement, the employee will be removed from the salary schedule and for the final three (3) years of employment the employee's TRS creditable earnings shall be increased by six percent (6%) over the employee's TRS creditable earnings for the prior years of employment respectively. In order to be eligible for this retirement incentive, employees must be employed by the District for the seventeen (17) consecutive years that precede the retirement date.

Example: An employee will retire on June 30, 2018. The employee's TRS creditable earnings for the 2014-2015 school year were \$40,000.00. The employee's TRS creditable earnings for the 2015-2016 school year will be \$42,400.00 (i.e., $\$40,000.00 \times 1.06 = \$42,400.00$). The employee's TRS creditable earnings for the 2013-2014 school year will be \$44,944.00 (i.e., $\$42,400 \times 1.06 = \$44,944.00$). The employee's TRS creditable earnings for the 2016-2017 school year will be \$47,640.64 (i.e., $\$44,944.00 \times 1.06 = \$47,640.64$).

Four-Year Plan

If an eligible employee gives the Board an irrevocable letter of retirement prior to May 1, four (4) years prior to the year of retirement, the employee will be removed from the salary schedule and for the final four (4) years of employment the employee's TRS creditable earnings shall be increased by six percent (6%) over the employee's TRS creditable earnings for the prior years of employment respectively. In order to be eligible for this retirement incentive, employees must be employed by the District for the eighteen (18) consecutive years that precede the retirement date.

In addition, if a letter of retirement is received by May 1 prior to the final four years, the employee's accumulated sick leave will immediately be increased to a total of 360 days of accumulated sick leave.

Example: An employee will retire on June 30, 2019. The employee's TRS creditable earnings for the 2014-2015 school year were \$40,000.00. The employee's TRS creditable earnings for the 2015-2016 school year will be \$42,400.00 (i.e., $\$40,000.00 \times 1.06 = \$42,400.00$). The employee's TRS creditable earnings for the 2016-2017 school

year will be \$44,944.00 (i.e., $\$42,400 \times 1.06 = \$44,944.00$). The employee's TRS creditable earnings for the 2017-2018 school year will be \$47,640.64 (i.e., $\$44,944.00 \times 1.06 = \$47,640.64$). The employee's TRS creditable earnings for the 2018-2019 school year will be \$50,499.78 (i.e., $47,640.64 \times 1.06 = \$50,499.78$).

For purposes of payment of the 6% incentive, beginning with letters submitted by May 1, 2015, the payment will be paid in the following manner:

Four percent (4%) will be added to the previous year's creditable earnings, as described above, and paid in installments as selected by the employee throughout the school year commencing at the beginning of each school year. The remaining two percent (2%) will be paid at the end of the school year in one lump sum.

For example: An employee's creditable earnings were \$42,400 ($\$40,000 \times 1.06 = \$42,400$). The employee will receive \$41,600 ($\$40,000 \times 1.04$) throughout the school year. At the end of the school year, if the employee's creditable earnings does not exceed 106% of the employee's creditable earnings of the previous year, the employee will receive the remaining 2% or \$800.

While we acknowledge that there may be penalties paid to TRS from time to time, it is the goal of the Association and the District to reduce as much as possible the penalties paid to TRS when an employee is paid more than 106% of his/her previous year's creditable earnings. In order to meet that goal, compensation made to the employee for anything that is above and beyond the previous year's salary will be reduced from the final 2% lump sum payment.

For example: The employee attends a workshop receiving \$50.00. That \$50.00 will be reduced from the final 2% payment. The employee in the above example will have \$50.00 reduced from the final \$800.00 resulting in a \$750.00 lump sum payment.

Furthermore, the list of those employees that are in the incentive program will be shared with Principals, Athletic Directors, Association Representatives, Director of Macon-Piatt Special Education Department and other relevant departments and administrators. The purpose of sharing this information is purely informational to make every effort to avoid paying compensation above the 6% incentive. Members of the Association that have received the list shall not suffer any discipline should an overpayment occur.

No later than August 25th of each year, the District will send notification of all TRS creditable earnings (itemized list) used to calculate the 6% incentive for the following year to each retiring employee.

Once a retirement letter is submitted, the employee (including employees from Macon-Piatt) will not be assigned an additional District Schedule B duty or a TRS reportable duty not currently being performed without the consent of the employee. Should the employee accept an additional Schedule B duty or a TRS reportable duty not currently being performed, such assignment shall be unpaid or deducted from the 6% incentive.

If an employee ceases to perform an extra duty assignment after a retirement letter is submitted, the employee's creditable earnings will be reduced by the portion that would have been paid for that duty, which consists of the last year's earnings for that duty plus 6% for that duty.

For example: If an employee ceases to perform an extra duty assignment in his or her final year of employment for which he or she was paid \$2,000.00 (TRS Creditable Earnings) in the previous year, the teacher's final year creditable earnings shall be reduced by \$2,120 (\$2,000 plus 6%) and will be \$45,520 ($44,944 \times 1.06\% = \$47,640 - \$2,120 = \$45,520$).

In the event an employee has submitted his/her timely irrevocable letter of retirement but fails to meet the eligibility requirements because of illness or life changing circumstances, the Board in its sole discretion may allow the employee to rescind his/her letter of retirement, provided the employee returns to the Board any TRS creditable earnings paid to the employee in excess of the amount the employee would otherwise have received under the salary schedule for such year(s) in which the creditable earnings were paid.

The parties agree that if legislation is enacted and/or administrative rules are adopted during the life of this Agreement that result in a greater cost to the District than the costs generated by this Agreement, the provisions relating to such benefits shall be suspended and the parties will meet within thirty (30) days of the passage of the legislation/administrative rules to renegotiate said provisions.

5. Early Retirement Option Criteria

The District shall afford members of the collective bargaining unit access to the State's Early Retirement without Discount program (ERO) as long as the Illinois General Assembly continues to offer the program and provided such employees meet the following criteria:

1. Must be employed with Decatur Public Schools for no less than twenty (20) consecutive years at the time of retirement.
2. The retiring employee shall not access ERO in combination with any other District offered retirement program.
3. An employee desiring access to ERO must submit his or her request to retire under the ERO program no later than May 1 of the school year in which the retirement shall take place (May 1, 2015 for a retirement June 30, 2015, for example). The employee must submit with his or her application a copy of the ERO penalty calculated by TRS.
4. Employees who are employed by multiple districts must meet the ERO criteria for every employer to qualify for ERO from the Decatur School District.
5. The maximum number of certified employees shall not exceed five (5) and not exceed \$300,000. If the District receives more qualified applications for ERO than sanctioned under the limits, employees with the highest seniority in the

District shall be afforded the opportunity. If there is a tie, years of total TRS service credit will be used as a tie breaker and if total TRS service credit is equal, the tie shall be broken by a coin flip or drawing of lots.

6. ERO applicants shall be notified within two (2) weeks of the May 1 deadline of the status of his or her application.

Nothing in this agreement shall prevent the Association and the employer from mutually agreeing to allow ERO access to individuals who do not otherwise qualify on a case by case, non-precedential basis. Both parties understand that an agreement may result in a penalty to the District exceeding the penalty amount listed in paragraph No. 5.

A. Salary Adjustments

1. When an employee earns a degree or earns sufficient semester hours to move from one (1) salary schedule to another, adjustments on the salary schedule shall take place at the beginning of the ensuing semester. Full credit for teaching experience shall be given when adjustments are made. An official transcript of college credit and an application for adjustment must be filed with the Board to receive an adjustment. Transcripts must be in the office of the Director of Human Resources by October 1 and by February 1 for the change in salary to become effective for the respective semester.
2. An employee that takes a day off immediately prior to or following a holiday or vacation shall lose pay for the day of absence, but not for the holiday or vacation day. The deduction for any absence shall be at the rate of 1/180 of the employee's contract rate for each day of absence.

Employees that are unable to complete the school year and employees newly employed during the school year will receive compensation in proportion to that part of the school year that the employee is employed. The adjustment will be at the rate of 1/180 of the employee's annual rate for each school day.

B. Tuition Reimbursement

Any full time, regularly employed member of the bargaining unit employed in a position requiring professional licensure (teacher, social worker, counselor, other similar job titles, e.g.) may apply for tuition reimbursement. Approval shall be on a first applied, first approved basis until the pool designated in the last paragraph below is exhausted annually. If the pool is not fully depleted in any given year (July 1 to June 30), the balance shall roll over to the next year and the pool shall thereby be increased to a new maximum until such excess funds are spent. To be eligible to receive reimbursement, the applicant shall:

1. Apply using the Association Tuition Reimbursement Form to the Superintendent or designee not later than September 1 for the fall term classes, not later than February 1 for spring term classes and not later than June 1 for summer term classes in any school year. The Superintendent or designee shall promptly approve or deny requests.

2. Demonstrate enrollment in the applicant's first master's degree program (no applicant shall receive a grant to obtain a second master's or any other licensure or degree) at an institution of higher education, which has been approved by the Director of Human Resources and the Association President.
3. Demonstrate completion of the course work previously approved by the Superintendent or designee by submitting an official transcript/grade card showing the course work successfully completed with a grade of B or better.

If the above conditions are met, an applicant approved for reimbursement shall receive an amount not to exceed cost of tuition or a maximum of \$1,000 per academic year. This reimbursement shall be non-taxable in accordance with the Internal Revenue Code.

Any employee who receives reimbursement hereunder and who resigns or retires from the district within two (2) calendar years of receipt of such funds shall reimburse the district for the amount they received.

Any of the above requirements may be waived at the discretion of the Superintendent and upon approval of the Association. The employer shall be obligated to fund the pool in the amount of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) annually, July 1 to June 30, and not more. Funds will be expended from the pool in the order members of the bargaining unit apply and are approved. Approvals or denials shall be delivered to each applicant in the same order as requests are made.

C. Payroll Procedures

1. Direct Deposit: Employees shall be paid by direct deposit of their pay into the banking institution of their choice within Macon or Piatt County or the Macon County School Employees Federal Credit Union, at no cost to the employee for the deposit and one (1) withdrawal each pay period. Pay days shall be on a bi-weekly basis.
2. All employees will be paid on a twelve (12) month basis. Employees shall have the option of year-round, bi-weekly pay (26 pays) or academic year bi-weekly pay with lump sum balance at the end of the academic year. Employees whose positions are wholly or partially funded by grants must take academic year bi-weekly pay with lump sum balance at the end of the academic year. Employees desiring to be paid on a twelve (12) month (20 pay) basis or year-round (26 pays) basis will have their contractual salaries divided by the work year (currently 180 days), or work year as actually worked by the employee, if less than 180 days, for determining the gross daily pay. The gross pay during any pay period will be calculated on twenty-six (26) pays. Any balance (lump sum) in the Board's contractual salary commitment to an employee on the twelve (12) month option shall be paid on the last check covering the school year.
3. A deduction will be made from the salary of each employee as the employee's contribution to the Illinois Teachers' Retirement System. The amount to be deducted, presently nine and four tenths percent (9.4%), will be in accordance with the state law which requires this contribution. There is a deduction for income tax on each salary

payment to meet the terms of the Federal Withholding Tax and Illinois Withholding Tax. The amount of this deduction is determined by the salary and by the classification on the employees' Withholding Exemption Certificate.

4. Employees required to drive personal automobiles in the course of their employment or otherwise using their automobiles in service to the District shall be reimbursed at the current IRS mileage rate. Claims shall be made on a form provided by the Board. Claims shall be made and paid monthly.
 5. Request for initiation and/or termination of annuity programs must be submitted in writing to the Business Office. Payroll deductions for annuities will be deducted in equal installments.
 6. Retroactive deductions cannot be considered.
- D. The rate of pay for employees on extended contracts shall be as stated in this Agreement for duties performed starting August 18, 2011 through August 17, 2014.
- E. Contributions to Teacher Retirement

According to authority granted by the Pension Reform Act of 1974, Section 414(h) (2) of the Internal Revenue Code, the Board agrees to:

1. Forward to the Illinois Teachers' Retirement System the amount equaling nine and four tenths percent (9.4%) of each employee's salary on salary schedule for each employee employed on a full-time basis.
 2. Report as gross income to the Internal Revenue Service the amounts shown on the Salary Schedule, which excludes the applicable nine and four tenths percent (9.4%) to the Illinois Teachers' Retirement System, plus any additional compensation paid to the employee, such as compensation under Schedule B, Summer School, and other authorized payments.
 3. Consider as excludable income the applicable nine and four tenths percent (9.4%) contribution or prorate amount for less than full-time employees, to the Illinois Teachers' Retirement System.
 4. Report as creditable earnings to the Illinois Teachers' Retirement System the amounts shown on Salary Schedule plus any additional compensation paid to the employee which qualified such as compensation earned under Schedule B.
- F. Employees that teach Saturday classes and other special classes which are held after the close of the regular school day shall be paid in accordance with the summer school rate as set forth in Article XV.
- G. Employees shall be paid in accordance with the summer school rate as set forth in Article XV for Action Group and Task Force work deemed compensable by the District.

H. Compensation for additional days on extended contracts shall be calculated at the per diem rate of ninety percent (90%) of the contract rate, except for Area Vocational Center Nurses, whose rate shall be one hundred percent (100%). School psychologists employed during the summer for special education testing will be paid the summer school rate found in Article XV, paragraph B.

SCHEDULE B

COMPENSATION FOR SPECIAL ASSIGNMENTS

Salary Schedule B Compensation Schedule

| Schedule B Position | Years 1-3 | Years 4-6 | Years 7 + |
|---|------------------|------------------|------------------|
| HIGH SCHOOL | | | |
| Band* (March, Sym, Pep) | \$3,000.00 | \$4,000.00 | \$5,000.00 |
| Vocal* | \$1,000.00 | \$1,250.00 | \$1,500.00 |
| Orchestra* | \$1,000.00 | \$1,250.00 | \$1,500.00 |
| *Stipend includes a minimum of 2 performances and includes any competition events | | | |
| Dept. Heads (Math, Sci, SS, PE, Spec Ed, LA, Dr. Ed, 2 Encore Dept Heads: 1 Arts and 1 Non Arts.) | \$750.00 | \$1,250.00 | \$1,750.00 |
| Scholastic Bowl | \$1,000.00 | \$1,250.00 | \$1,500.00 |
| Yearbook | \$1,500.00 | \$2,000.00 | \$2,500.00 |
| Class Advisor (Fr So combined) | \$1,250.00 | \$1,500.00 | \$1,750.00 |
| Junior Class | \$1,250.00 | \$1,500.00 | \$1,750.00 |
| Senior Class | \$1,250.00 | \$1,500.00 | \$1,750.00 |
| National Honor Society | \$1,250.00 | \$1,500.00 | \$1,750.00 |
| Student Council | \$1,750.00 | \$2,250.00 | \$2,750.00 |
| Drama* | \$1,250.00 | \$1,250.00 | \$1,250.00 |
| *Per production, all practices / performances outside school day. (Maximum 3 productions per year) | | | |

| Schedule B Position | Years 1-3 | Years 4-6 | Years 7 + |
|---|------------------|------------------|------------------|
| MIDDLE SCHOOL | | | |
| Band* | \$1,000.00 | \$1,250.00 | \$1,500.00 |
| Vocal* | \$1,000.00 | \$1,250.00 | \$1,500.00 |
| Orchestra* | \$1,000.00 | \$1,250.00 | \$1,500.00 |
| *Stipend includes a minimum of 2 performances and includes any competition events | | | |
| Dept. Heads | \$750.00 | \$1,250.00 | \$1,750.00 |

(Math, SS, Sci, PE, Spec Ed,
LA,

1 Encore Dept. Head)

| | | | |
|--------------------|------------|------------|------------|
| K-8 Dept. Head (1) | \$ 750.00 | \$1,250.00 | \$1,750.00 |
| Scholastic Bowl | \$ 500.00 | \$ 750.00 | \$1,000.00 |
| Yearbook | \$ 400.00 | \$ 600.00 | \$ 800.00 |
| Student Council | \$ 700.00 | \$1,000.00 | \$1,300.00 |
| Drama* | \$1,000.00 | \$1,000.00 | \$1,000.00 |

*Per production, all practices / performances outside school day. (Maximum 3 productions per year)

| Schedule B Position | Years 1-3 | Years 4-6 | Years 7 + |
|----------------------------------|------------------|------------------|------------------|
| Coaching Positions | | | |
| Elementary | | | |
| Basketball | \$ 900.00 | \$1,200.00 | \$1,500.00 |
| Cross Country | \$ 600.00 | \$ 800.00 | \$1,000.00 |
| Elem. Phys. Ed Dept. Head | \$ 750.00 | \$1,250.00 | \$1,750.00 |
| Middle School | | | |
| Athletic Director | \$4,250.00 | \$5,250.00 | \$6,250.00 |
| Basketball Boys and Girls 8th | \$1,750.00 | \$2,000.00 | \$2,500.00 |
| Basketball Boys and Girls 7th | \$1,750.00 | \$2,000.00 | \$2,500.00 |
| Pom Pons | \$ 500.00 | \$ 750.00 | \$1,000.00 |
| Cross Country 1 Team Co-ed | \$1,250.00 | \$1,500.00 | \$1,750.00 |
| Cheerleading | \$1,000.00 | \$1,250.00 | \$1,500.00 |
| Soccer 1 Team Co-ed | \$1,250.00 | \$1,500.00 | \$1,750.00 |
| Track & Field (Boys and Girls) | \$1,500.00 | \$1,750.00 | \$2,000.00 |
| Volleyball 7th / 8th | \$1,750.00 | \$2,000.00 | \$2,500.00 |
| High School | | | |
| Athletic Director | \$7,250.00 | \$8,000.00 | \$9,000.00 |
| Baseball / Softball | \$3,000.00 | \$3,500.00 | \$4,000.00 |
| JV Baseball / JV Softball | \$2,000.00 | \$2,500.00 | \$3,000.00 |
| Basketball (Boys and Girls) | \$5,750.00 | \$6,250.00 | \$6,750.00 |
| Asst. Basketball(Boys and Girls) | \$2,750.00 | \$3,000.00 | \$3,750.00 |
| Pom Pons | \$1,000.00 | \$1,250.00 | \$1,500.00 |
| Bowling | \$1,750.00 | \$2,000.00 | \$2,250.00 |
| Cheerleading | \$1,750.00 | \$2,000.00 | \$2,250.00 |
| Cross Country | \$2,500.00 | \$3,000.00 | \$3,500.00 |
| Football | \$5,750.00 | \$6,250.00 | \$6,750.00 |
| Asst. Football | \$2,750.00 | \$3,000.00 | \$3,750.00 |

| | | | |
|--------------------------------------|------------|------------|------------|
| Golf (Boys and Girls) | \$1,750.00 | \$2,000.00 | \$2,250.00 |
| Soccer (Boys and Girls) | \$3,000.00 | \$3,500.00 | \$4,000.00 |
| Asst. Soccer (Boys and Girls) | \$2,000.00 | \$2,500.00 | \$3,000.00 |
| Track & Field (Boys and Girls) | \$3,000.00 | \$3,500.00 | \$4,000.00 |
| Asst. Track & Field (Boys and Girls) | \$2,000.00 | \$2,500.00 | \$3,000.00 |
| Tennis (Boys and Girls) | \$1,750.00 | \$2,000.00 | \$2,250.00 |
| Volleyball | \$3,000.00 | \$3,500.00 | \$4,000.00 |
| Asst. Volleyball | \$2,000.00 | \$2,500.00 | \$3,000.00 |
| Freshman Volleyball | \$1,750.00 | \$2,250.00 | \$2,500.00 |
| Wrestling | \$3,000.00 | \$3,500.00 | \$4,000.00 |
| JV Wrestling | \$1,750.00 | \$2,000.00 | \$2,250.00 |

Schedule B Compensation

The dollar amount for Schedule B compensation shall be added to the salary the employee will receive for their salary schedule amount. The dollar amount will cover responsibilities over and above salary schedule assignments. Schedule B assignments will be conducted outside the professional day. Placement on Schedule B other than step 1 will be based on prior, relevant experience. Placement shall be at the recommendation of the immediate supervisor with the approval of the Director of Human Resources or designee.

All Schedule B positions shall be a one year contract with the option to rehire if the employee performs his/her duty with the minimum of a satisfactory evaluation. An evaluation tool will be created jointly by the Schedule B Committee by the end of the 2011-12 school year to be implemented for the 2012-2013 school year. The evaluation tool shall be submitted to the Board and Association for approval prior to implementation of the new tool. All athletic directors will give input and assist the building administration in the evaluation of coaches.

Administration will create job descriptions for each Schedule B position with criteria for hire.

Athletic directors will be on interview teams when hiring Schedule B athletic positions.

To be an athletic director, the employee must be assigned to the same building in which the employee is hired as the athletic director. Release time will be given to all athletic directors during the professional day. Middle school athletic directors shall receive release time of no less than two (2) class periods on traditional schedule or one (1) class period in block schedule per day to carry out job duties/responsibilities.

Elementary basketball and elementary cross country positions will be listed on Schedule B. For the purpose of elementary basketball and elementary cross country positions no one can hold more than one (1) position per year per sport.

For the remainder of the 2011-2012 school year the Schedule B compensation shall be the same as the 2010-2011 schedule. Beginning with the 2012-13 and 2013-14 contract years, the Schedule B compensation shall reflect the bargained Schedule B compensation.

ELEMENTARY DISCRETIONARY

In addition, \$3000 per building will be allocated for activities such as team sports, student council, safety patrol, yearbook, computer club, drama club, pom poms, etc. These activities will be conducted outside the professional day. Decisions will be made at the building level to determine allocation of funds. A building team will be made up of Association members and administration to discuss allocation of funds. Once the allocation of funds has been decided at the building level, the administration and Association will sign off and send to the District-wide Schedule B committee. Requests for funds for first semester/year-long activities must be submitted by October 1st and requests for second semester must be made by February 1st. Once the Schedule B committee has reviewed the requests, they will be sent for Board action.

Criteria for Elementary Discretionary

- Length of activity
- Number of hours worked
- Number of students involved
- Degree of liability and responsibility
- Compliance with Title IX
- Availability of funds
- Activity is conducted outside the school day

SCHEDULE B COMMITTEE

The purpose of the Schedule B Committee is to study all Schedule B positions. The Schedule B Committee will meet a minimum of three (3) times per year. The Committee will consist of an Association representative from each level (elementary, middle, high school, K-8) and central office administration. Administration members must not exceed Association members.

If the Committee meets during the employee work day, the Association representatives shall be given release time from their assigned duties.

The Committee will make recommendations regarding creation, deletions, additions and/or modifications to Schedule B positions. These recommendations will be submitted to the Board and the Association for approval.

MOU-Contract Monitoring Committee

The board of education and association have agreed to form a contract monitoring committee for the purpose of contract management and oversight. The committee will be responsible for quarterly review of recently implemented language and consideration of new issues. This committee has the authority to enter into memoranda of understanding during the term of the contract. Issues are brought to this committee by mutual agreement of the parties. The intent of the parties is the committee will consider only jointly agreed upon new issues and not contract reopeners.

The committee will be comprised of equal number of representatives from both parties to be assigned by each party. The expectation will be that the members of the most recent IBB team will continue to serve through the duration of the contract. The committee will have co-chairs appointed by the Superintendent and President of the Association.

The committee will jointly apprise affected parties of any memoranda of understanding.