

AGREEMENT BETWEEN

THE BOARD OF EDUCATION

OF

DELAVAN COMMUNITY UNIT SCHOOL DISTRICT NO. 703

AND

DELAVAN EDUCATION ASSOCIATION
IEA-NEA

2017-2018 through 2019-2020

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PREFACE

The objectives of this contract are to provide an equitable and fair method of determining salaries, attract and retain an adequate number of competent and qualified teachers, promote harmony among all certified personnel, encourage the faculty to seek additional professional training, and provide the Board of Education with a sound basis for determining annual budget requirements for salaries.

This Agreement is negotiated pursuant to the Illinois Educational Labor Relations Act, to establish the terms and conditions of employment for the members of the bargaining unit herein defined.

The Board and the Association recognize the importance of orderly and peaceful labor relations for the mutual interest and benefit of the Board, bargaining unit members, and the Association. The Board and the Association further recognize the mutual benefits of just and expeditious resolution of disputes which may arise as to proper interpretation and implementation of this Agreement or of policies or regulation of the Board; and accordingly, have included herein a grievance procedure for the effective process and resolution of such disputes.

The provisions of this Agreement shall constitute a binding obligation of the parties for the duration hereof or until changed by written, mutual consent. The parties agree that their undertakings in this Agreement are mutual. Any previously adopted policy, rule or regulation of the parties which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement.

The Board of Education and the Delavan Education Association/IEA-NEA will work cooperatively to meet the above objectives and make necessary adjustments by mutual consent.

ARTICLE I

Recognition

- 1.1 The Board of Education of District 703, Tazewell County, Illinois, hereinafter "Employer" or "District" hereby recognizes the Delavan Education Association/IEA-NEA hereinafter the "Association" as the sole and exclusive bargaining representative for all certified or professional, non-supervisory personnel whether under a contract, either verbal or written, on leave, hourly basis, or class rate basis, employed or to be employed by the Board; also to include therapists, vocational education teachers, department heads and librarians. Such representation shall cover all employees assigned to newly created positions unless the parties agree in advance that such positions are principally supervisory and administrative. Such representation shall exclude superintendent, principals, assistant superintendents, assistant principals, athletic director and guidance counselor. The term "bargaining unit member" or employee(s) when used hereinafter in the Agreement shall refer to all employees represented by the Delavan Education Association/IEA-NEA in the bargaining unit as above defined.
- 1.2 No agreement, consideration or interpretation which alters, varies, waives or modifies any of the terms or conditions contained herein shall be made with any employee or group of employees by the District or any of the District's agents or representatives, unless it has been made, ratified and agreed to in writing by the District and the Association. Any such agreement shall not constitute a precedent in the future enforcement of any of the terms contained herein.

The District agrees not to negotiate with any employee or employee group or other labor organization unless certified as the exclusive representative by the IELRB.

Nothing herein shall preclude individuals or other organizations from presenting their views and recommendations to the Board or Administrative Staff at any time.

ARTICLE II

Association Rights

- 2.1 One copy of the Board minutes will be mailed to the Association President on the day following approval of the minutes by the Board.
- 2.2 A meeting between the representatives of the DEA and the Board of Education members will be held four times per year on a quarterly basis, unless otherwise mutually agreed by the parties. The Superintendent and the DEA Co-Presidents shall meet during the first week of the school year to set up the quarterly meeting dates. Prior to each meeting, the Superintendent and the DEA Co-Presidents

shall put together a mutually agreeable agenda for the meeting. These meetings shall be up to a half-hour in length, unless otherwise agreed by the parties.

- 2.3 Two copies of the Board agenda except confidential material will be mailed to the Association President on the day of the Board meeting.
- 2.4 The Board and the Association will comply with the "Illinois Freedom of Information Act".
- 2.5 The rights granted in the Article to the Association shall not be granted or extended to any other labor organization unless certified as the exclusive bargaining representative by the IELRB.
- 2.6 Should the Association send representatives to local, state or national conferences or other business pertinent to Association affairs, these representatives shall be excused without loss of salary providing that the Association shall reimburse the District for the cost of the substitute(s). No more than two Association days, district-wide, will be allowed per year. A written notification to the Superintendent by the President of the Association shall be submitted two days prior to the date of absence.
- 2.7 The Association will be granted four early dismissal days per year for the purpose of professional in-service meetings and Association business. Students will be dismissed at 2:15 p.m. on the four dates which will be mutually established by the Association and the Superintendent.

ARTICLE III

Work Year

- 3.1 The teacher work year will consist of 180 teacher attendance days.
- 3.2 The teacher's workday shall begin at 7:50 a.m. and end at 3:30 p.m., which shall include at a minimum a 30-minute duty free lunch period. The Superintendent may reschedule hours for special reasons such as parent conferences, emergency days, heat schedule, Teacher Institute or Workshop days, or School Improvement days.
- 3.3 A teacher attendance day, referred to as "day" hereinafter, shall be considered the number of assigned hours for each teacher. This definition applies to all paid leaves or absences: sick days, personal days, emergency days, and professional days.

ARTICLE IV

Class Load

- 4.1 When the class load is above 30, the District will reimburse a teacher 1/2% of the base per student above 30 or shall secure the services of a teacher's aide.
- 4.2 In departmentalized areas of the junior high and high school, a teacher's average class size must exceed 30 for this provision to apply. Example: Mr. Doe teaches classes of 30, 32, 31, 28 and 34. This equals an average class size of 31. Mr. Doe would receive 1/2% of the base.
- 4.3 This provision does not apply to such special areas as P.E., Chorus and Band.

ARTICLE V

Paid Leaves

- 5.1 Teachers will be granted 15 sick leave days annually. Sick leave days may be accumulated to a maximum of 355 days credited on the first day of the school year; also, only 355 sick leave days may be carried from one school year to the next. However, during the last three years of employment for a teacher who has submitted an irrevocable letter of retirement, that teacher may carry over 370 sick days from one year to the next. The excess number of days over the maximum of 355 days may be used only in the event of a catastrophic injury or illness during the last three years of employment with the District. Sick leave may be used for the following:
 - 1) Personal illness or disability.
 - 2) Critical illness in immediate family.
 - 3) Immediate family shall be defined to include the following: spouse, children, step-children, grandchildren, parents, step-parents, grandparents, grandparents-in-law, parents-in-law, brothers, brothers-in-law, sisters, sisters-in-law, aunts, aunts-in-law, uncles, uncles-in-law, sons, sons-in-law, daughters, daughters-in-law and legal guardians.
 - 4) Birth, adoption, or placement for adoption not to exceed limits set by State and/or Federal Law.
 - 5) Bereavement Leave:
 - a) Annually, 5 days of sick leave may be utilized as bereavement days for immediate family members, except as otherwise provided herein.
 - b) Two of the 5 bereavement days may be utilized for individuals not

recognized as immediate family.

c) In the case of the death of a child, a teacher may take up to 10 days of sick leave as bereavement leave. If the teacher does not have 10 days of sick leave at the time of the child's death, these days when no sick leave days are available may be taken as unpaid leave. As used in this provision for bereavement leave, the term "child" shall include a biological child, an adopted child, foster child, step-child, a legal ward, or a child of a person standing in loco parentis to the child. Any of these 10 bereavement days can be taken at any time during the 60-day period after the child's death.

d) Superintendent may allow use of sick leave for additional bereavement days upon request under extenuating circumstances.

e) If a student or the parent or sibling of a current student passes, then that student's teacher (or a staff selected representative) will be permitted to attend the visitation, funeral, or any other honoring of the deceased person, and the day will not be counted against the teacher as any form of a paid leave day. If the teacher misses any portion of a school day to attend the visitation, funeral, or any other honoring of the deceased person, the teacher will be paid for such time away from school in the same manner as if the teacher was at school during this same time period. If feasible, a floating substitute teacher will be retained to float between classes for teachers to rotate attendance at the visitation, funeral, or any other honoring of the deceased.

5.2 A Sick Leave Bank shall be established which allows a participating employee to draw from the Bank additional sick leave days, provided the following requirements are met:

- 1) All accumulated sick leave and personal leave for the participating employee must be exhausted before using the Bank.
- 2) The employee has contributed to the Bank according to the requirements.
- 3) The employee shall produce a doctor's certificate as proof of need.
- 4) The employee has been absent more than three consecutive work days in connection with the same illness.
- 5) Employees receiving Worker's Compensation or disability payments are not eligible to use the Sick Leave Bank.

- 6) A request for use of the Sick Leave Bank shall be submitted to a committee consisting of one administrator and two DEA representatives. No days shall be granted before approval by the committee.

In order to be eligible to participate in the Sick Leave Bank, an employee must contribute two sick days. All future eligible participants must also contribute two sick days during the year the employee chooses to participate.

The District shall keep a record of those employees who authorize a deduction of sick days and designate them as participating in the Sick Leave Bank. At the beginning of every school year, the District shall provide the Association President with an update on the status of the Bank and a list of participating employees.

The Sick Leave Bank shall not exceed 100 days unless necessary to accommodate new members of the staff wishing to join the Bank. In such an event, the number of days in the Bank may be increased in order to allow for two days contribution from the new staff members. If the Bank is depleted below 50 days, each participating employee will automatically be assessed one additional day, in such event, if there are more than 50 participants, the Bank may exceed 100 days.

The Bank may be only used for a prolonged illness, a grave or extraordinary medical condition, or catastrophic injury suffered by a teacher or to allow the teacher to care for the teacher's spouse, child, parent, or sibling who has suffered from prolonged illness, a grave or extraordinary medical condition, or catastrophic injury. The Bank is not meant for minor illnesses, medical conditions or injuries, including hospitalization for a normal pregnancy, or for child care or medical, dental, or vision care appointments. In no event may any employee draw more than fifteen (15) days from the Sick Leave Bank in any given school year.

- 7) During a teacher's last four school years immediately preceding the teacher's retirement, any sick days acquired from the Sick Leave Bank must be used by the teacher prior to the teacher's retirement date. No sick days acquired from the Sick Leave Bank during a teacher's last four school years immediately preceding the teacher's retirement shall be used to acquire service credit for the teacher from TRS. If on the date prior to a teacher's retirement date a teacher has any sick days acquired from the Sick Leave Bank during a teacher's last four school years immediately preceding the teacher's retirement, these sick days acquired from the Sick Leave Bank shall be returned to the Sick Leave Bank on the day prior to the teacher's retirement date, and the teacher shall receive no service credit for these returned sick days.

5.3 Teachers will be allowed two personal days per year to conduct such personal business as cannot be completed outside of school hours with the following exceptions: 1) the first week of school; 2) the last week of school; 3) during semester exams (this applies only to high school teachers who are administering exams and does not apply to senior exam day in the spring). However, use of personal days may be granted under extraordinary circumstances as approved by the Superintendent during these specified exception periods. The request must be written and received in the building office at least 24 hours prior to the day it is to be utilized. However, if it is to be used on a school day before or after a holiday, a written request must be filed in the building office 5 school days prior to being utilized. All requests will be considered on a first received, first granted process. Upon receipt of the request in the building office, the building principal or designee, shall initial and write the time the request was received. A copy of the request shall be given to the employee. The request may be approved by the building principal. The superintendent may approve or deny a request.

- 1) No more than 3 teachers will be granted personal days immediately before or after a school holiday. On all other days there is no limit to the number of teachers utilizing their personal days, subject to the availability of substitutes.
- 2) When a teacher has two unused personal days at the end of the school year, the teacher may select from the following options:
 - a) One day may be converted to sick leave which will increase accumulated sick days and one day will be reimbursed at the substitute rate; or
 - b) Both days may be converted to sick leave which will increase accumulated sick days.

If only one personal day is left, that day may be converted to sick leave or may be compensated at the substitute rate.

5.4 Teachers will be allowed two (2) emergency days per year. The teacher shall contact the superintendent or the building principal as soon as possible about a request for an emergency day. Upon receipt of the request, the building principal or superintendent or his/her designee shall write down the time that the request was received. Within three (3) days after making the request or as soon as possible thereafter, the teacher shall also provide a written request to the superintendent's office if the initial request was not made in writing. The superintendent shall approve or deny a request. A copy of the request shall then be returned to the employee with the written approval or denial. The teacher will pay for the cost of a substitute teacher if the emergency day is approved or if the emergency day is denied but the District was still required to provide a substitute teacher due to the teacher's absence. These emergency days are not accumulative. The use of the emergency days is totally independent of the criteria

stated for the use of the personal days. For the purposes of this section, an “emergency” shall not include planned vacations or seminars or other planned absences that do not result from an emergency situation.

- 5.5 Teachers will be allowed one (1) professional day per year, accumulative to two (2), to attend appropriate clinics, institutes and workshops. An additional professional day/year may be approved by the Superintendent, if the workshop/conference/institute is free with reimbursement in accordance with #2 below. If an administrator requests in writing that a teacher attend said clinics, institutes or workshops, the teacher’s attendance at such clinic, institute, or workshop will not count as part of these days. The procedure for utilizing a professional day is as follows:
- 1) The employee will complete a teacher absence request form and submit same to their building principal a minimum of one week before the date of the requested absence.
 - 2) If approved, the teacher will receive full salary plus fees and mileage reimbursement at the current rate. The total combined reimbursement will not exceed \$175 per day.
- 5.6 All leave days taken under any of the provisions of this Article V (Paid Leaves) may be taken in one half-day increments. 7:50AM to 11:40AM is the morning half-day increment, and 11:40AM to 3:30PM is the afternoon half-day increment.

ARTICLE VI

Unpaid Leaves

- 6.1 Military Leave – The length of continuing service or continued contractual service of a teacher will not be affected because of an absence for military service. All teachers (both tenured and non-tenured teachers) requiring leave for qualifying military duty shall be afforded the rights and benefits provided by the federal Uniformed Services Employment and Reemployment Rights Act (“USERRA”), pursuant to the Act’s terms, requirements, and conditions.
- 6.2 A leave of absence may be granted upon application for the purpose of serving as an officer of either the Illinois Education Association or the National Education Association. Upon returning from said leave of absence, the bargaining unit member shall be restored to the same position or to a position of like nature at a rate of salary that reflects his/her experience and college credits.
- 6.3 The District and a bargaining unit member may mutually agree upon a leave of absence without pay, in which case the continued contractual service of the

bargaining member shall not be affected. A teacher shall not accrue any continuing service while on a leave of absence without pay.

ARTICLE VII

Mileage

- 7.1 Approved travel expenses shall be reimbursed at the IRS approved rate effective as of September 1st of each school year.
- 7.2 A faculty member who is responsible for driving a vehicle to transport students to and from any scheduled school-related event or activity shall be paid, (for actual driving time) in addition to their regular salary or extra duty pay, at a current bus driver rate or a bus driver will be provided.

ARTICLE VIII

Teacher Experience and Graduate/Non-Graduate Education Provisions

Teachers shall be reimbursed for tuition for college credit courses successfully completed with no less than a "B-" grade or its equivalent, under the following conditions:

- 8.1 The college course must be in the teacher's field, in pursuit of a master's degree, or in a field approved by the Superintendent. All coursework must be at the graduate level. Past approval of college courses is not indicative of future approval.
- 8.2 Approval must be obtained from the Superintendent in writing prior to the start date of the course, but not sooner than six (6) weeks before the start date of the course. When making a request for approval of a course for reimbursement under this Article, the teacher must provide the cost of tuition for the course on the request form. At the time of approval, the Superintendent's Office will inform the teacher of the availability of funds for reimbursement. The order of approval will be established based upon a "first come, first serve" basis until the maximum dollar amount in Section 8.7 is reached. If the course is approved by the Superintendent, reimbursement will be given to the teacher provided the teacher meets the other requirements of this Article. The District shall be responsible for ensuring that the maximum amounts provided in Section 8.7 are not exceeded and shall be responsible for reimbursement if a course is approved despite the maximum amount being exceeded.
- 8.3 The maximum reimbursement is \$200 per semester hour. In no case shall the tuition reimbursement exceed the tuition actually paid by the teacher.

- 8.4 The maximum number of hours for reimbursement for a teacher shall be six (6) hours each semester during the school term and fifteen (15) per fiscal year. A first-year teacher shall not be eligible for tuition reimbursement during the school term, but will be eligible for tuition reimbursement for up to six (6) semester hours during the summer break period. Second-year and third-year teachers shall only be eligible to receive tuition reimbursement for six (6) semester hours per school term provided that no more than three (3) semester hours shall be reimbursed for the fall semester and no more than three (3) semester hours shall be reimbursed for the spring semester. Second-year and third-year teachers will be eligible to receive tuition reimbursement for up to six (6) semester hours during the summer break period. In this section, the number of years describing the teacher references the number of years of teaching experience after obtaining an undergraduate teaching degree.
- 8.5 Reimbursed courses must be taken in accredited institutions.
- 8.6 Reimbursement will be made following submission of the proof of payment and grade from the course in form acceptable to the Superintendent. The reimbursement request must be made within 30 calendar days after the Teacher completes the course. Education earned up to the second Tuesday of September of each year will be used to determine increases for academic advancement under Section 14.1 of this Agreement for the teacher's rate of salary for the ensuing school year.
- 8.7 A maximum of \$16,000 will be spent during each fiscal year of this contract. The fiscal year for which a course will be credited toward this maximum amount will be determined based upon the start date for the course. Unused amounts from one fiscal year shall not be carried over into any subsequent fiscal years of this Agreement. On a quarterly basis, the Superintendent will provide the Association President(s) with the current balance of the Course Reimbursement Fund.
- 8.8 In order for the completion of a course to entitle a teacher to credit toward academic advancement under Section 14.1 of this Agreement, the course must meet all requirements under this Article for qualifying for tuition reimbursement, including the submission of the course for prior approval from the Superintendent within the time periods set forth in Section 8.2 and submission of the final grade as set forth in Section 8.6. A teacher may take a qualifying course at the teacher's expense and be given credit toward academic advancement under Section 14.1 of this Agreement without receiving reimbursement under this Article.

ARTICLE IX

Term Insurance

- 9.1 Term life insurance in the amount of \$10,000 shall be provided each full-time employee with the premium paid in full by the District.

ARTICLE X

Health Insurance

- 10.1 Hospitalization and major medical insurance shall be provided each full-time employee and the District shall assume 90% of the premium for the employee only. For the purposes of this Article X, a full-time employee is defined as a teacher who carries a 6/8ths teaching load (30 hours per week) during the school term.
- 10.2 Should the parties identify a dental plan acceptable to the DEA, the District agrees to sponsor the plan and to make payroll deductions, providing the District incurs no expense other than incidental administrative expenses.
- 10.3 Should the DEA determine that it would benefit its members for the District to implement a Section 125 flex plan, the District shall cooperate with the DEA and take necessary measures to establish a plan, providing the District incurs no expense other than incidental administrative expenses.
- 10.4 An insurance committee consisting of Board appointed members and DEA appointed members shall monitor the insurance plan, consider alternatives and recommend any course of action which would maximize the insurance benefits for each dollar expended. While the parties recognize that the Board cannot necessarily control the benefit package, the Board will seek no changes in the benefit package without first consulting with the DEA.

ARTICLE XI

Payroll

- 11.1 The payroll checks will be distributed every other Friday during the pay period selected by the teacher pursuant to Section 11.3. If this scheduled pay day is a holiday, the checks will be distributed on the last school day preceding the scheduled pay day, providing such last school day is no more than two days earlier than the scheduled pay day. Otherwise, the payroll check shall be mailed to the employee no later than the day immediately preceding the scheduled pay day.
- 11.2 The Board of Education shall authorize payroll deductions for sheltered annuities, credit union, professional dues, and insurance, provided any company offering teachers an annuity shall execute the District's standard "hold harmless" agreement.

- 11.3 Teachers shall have the option of a nine and one-half (9 1/2) or twelve (12) month pay period.

ARTICLE XII

Board Paid Teacher Retirement

- 12.1 The Board shall contribute and shelter 100% of the teacher's contribution to the retirement system (TRS) of the teacher's total compensation.
- 12.2 The Board shall contribute the teacher's required contribution to the retired teachers' health insurance program.

ARTICLE XIII

Teacher Retirement Incentive

- 13.1 Teachers meeting the following eligibility requirements shall be eligible for one of the retirement incentive plans provided below:
- a) A teacher must have served satisfactorily in the District for a minimum of ten (10) years immediately preceding his or her retirement.
 - b) No more than four (4) teachers retiring in any given year may receive a retirement incentive under this Agreement. As retirement incentives may extend over more than one year as provided under Section 13.2, eligibility for a retirement incentive shall be determined on May 1 of each year for prospective retirees who have given their irrevocable letters of intent for a subsequent year of retirement permitted by the terms provided under Section 13.2. Any teacher giving the irrevocable letter of retirement on May 1 for a subsequent year of retirement permitted by the terms of this Agreement who is eligible for a retirement incentive under Section 13.2 of this Agreement shall receive the incentive which shall be considered "vested". Once "vested", a teacher may not be removed from the applicable retirement incentive plan under Section 13.2 (except as provided in Section 13.3(f)). Thus, a teacher with more years of service to the District may not deprive a teacher with a vested right to retirement incentives under Section 13.2 by subsequently giving an irrevocable letter of intent to retire in the same year as the teacher with vested rights and fewer years of service; otherwise, eligibility for retirement benefits for a particular year of retirement shall be determined on each May 1 on the basis of length of continuing service, and vesting shall occur on such May 1. Length of continuing service is defined in Article XVII of this Agreement.

- 13.2 Retirement Incentive Plans:

1) One-Year Plan:

If an eligible teacher 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 teacher will not be covered by Section 14.1 of this Agreement and for the final year of employment the teacher's non-exempt TRS creditable earnings shall be increased by six percent (6%) over the teacher's non-exempt TRS creditable earnings for the prior year of employment.

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

2) Two-Year Plan:

If an eligible teacher gives the Board an irrevocable letter of retirement prior to May 1, two (2) years prior to the year of retirement, the teacher will be removed from the not be covered by Section 14.1 of this Agreement and for the final two (2) years of employment the teacher's non-exempt TRS creditable earnings shall be increased by six percent (6%) over the teacher's non-exempt TRS creditable earnings for the prior years of employment respectively.

Example: A teacher gives his/her irrevocable letter of retirement prior to May 1, 2018, stating he/she will retire on June 30, 2020. The teacher's non-exempt TRS creditable earnings for 2017-2018 school year were \$40,000.00. The teacher's non-exempt TRS creditable earnings for the 2018-2019 school year will be \$42,400.00 (i.e., $\$40,000.00 \times 1.06 = \$42,400.00$). The teacher's non-exempt TRS creditable earnings for the 2019-2020 school year will be \$44,944.00 (i.e. $\$42,400.00 \times 1.06 = \$44,944.00$).

3) Three-Year Plan:

If an eligible teacher gives the Board an irrevocable letter of retirement prior to May 1, three (3) years prior to the year of retirement, the teacher will not be covered by Section 14.1 of this Agreement and for the final three (3) years of employment the teacher's non-exempt TRS creditable earnings shall be increased by six percent (6%) over the teachers' non-exempt TRS creditable earnings for the prior years of employment respectively.

Example: A teacher gives his/her irrevocable letter of retirement prior to May 1, 2018, stating he/she will retire on June 30, 2021. The teacher's non-exempt TRS creditable earnings for 2017-2018 school year were \$40,000.00. The teacher's non-exempt TRS creditable earnings for the 2018-2019 school year will be \$42,400.00 (i.e., $\$40,000.00 \times 1.06 = \$42,400.00$). The teacher's non-exempt TRS creditable earnings for the 2019-2020 school year will be

\$44,944.00 (i.e. $\$42,400.00 \times 1.06 = \$44,944.00$). The teacher's non-exempt TRS creditable earnings for the 2020-2021 school year will be \$47,640.67 (i.e., $\$44,944.00 \times 1.06 = \$47,640.64$).

13.3 Additional Provisions related to Retirement Incentive:

- a) A teacher may only choose one of the Retirement Incentive Plans set forth above. Accordingly, a teacher's selection of any one plan precludes the teacher's access to the other plans.
- b) Non-exempt TRS creditable compensation (earnings) is defined by TRS rules and regulations.
- c) A teacher may submit the required irrevocable retirement letter up to 30 days after the signing date of this Agreement by both parties (in lieu of the required May 1st submission date) in order to be eligible for the One-Year Plan at the end of the 2017-2018 school year, to be eligible for the Two-Year Plan at the end of the 2018-2019 school year, or to be eligible for the Three-Year Plan at the end of the 2019-2020 school year.
- d) Once a teacher submits a retirement letter to the District, the teacher will not be assigned any additional extra duty or any additional extra-curricular positions not currently being performed.
- e) If after submitting an irrevocable letter of retirement, the teacher resigns from or is removed from any extra duty for which the teacher was compensated the previous year (i.e., the Extra Duty Increment Schedule, Coaching Salary, extended contract, and/or any other stipend or extra pay), the teacher's non-exempt TRS creditable earnings will be adjusted accordingly.

Example: The teacher's non-exempt TRS creditable earnings from the 2017-2018 school year were \$43,000.00 of which \$3,000.00 was compensation for coaching basketball in 2017-2018. Under the Retirement Incentive Plan, he/she would be scheduled to receive \$45,580.00 non-exempt TRS creditable earnings for the 2018-2019 school year (i.e., $\$43,000.00 \times 1.06 = \$45,580.00$). However, the teacher resigns from his/her coaching position before the start of the 2018-2019 school year. The teacher's non-exempt TRS creditable earnings for the 2018-2019 school year will be \$42,400.00 (i.e. $\$40,000.00 \times 1.06 = \$42,400.00$) rather than \$45,580.00.

- f) The Board, in its sole discretion, may allow the teacher to rescind his/her letter of retirement because of serious illness or life changing circumstances. Upon rescinding a letter of retirement, the teacher's salary shall immediately return to the appropriate rate of salary based upon the teacher's years of service and level of education. Further, should the teacher then again submit an irrevocable letter of retirement in order to obtain any retirement incentive, the term of the teacher's retirement incentive shall be reduced by the number

of days on a one-for-one basis that the teacher previously received the retirement incentive prior to the rescission date for the previous retirement incentive plan.

- g) In no case shall an increase in a teacher's non-exempt TRS creditable earnings during a school year when the teacher receives this retirement incentive exceed six percent (6%) of the creditable earnings for the teacher during the previous school year.
- h) In order to receive a retirement incentive under any of the retirement incentive plans set forth in Section 13.2 above, the teacher must submit an irrevocable letter of retirement under any such plan in Section 13.2 on or before May 1, 2019. A teacher may not elect or enter into any retirement incentive plan set forth in Section 13.2 after May 1, 2019, or thereafter through the remaining duration of this Agreement. Furthermore, a teacher may not retire under any retirement incentive plan under this provision for a retirement date after June 30, 2022. If a teacher does submit an irrevocable letter of retirement under either the Two-Year Plan or the Three-Year Plan on or before May 1, 2019 – such that the teacher's actual retirement date occurs after this contract expires – that teacher will remain under the terms of retirement incentive plan as provided under this provision of this contract regardless of the terms of the subsequent contract. The inclusion of this retirement incentive section in this contract does not create a presumption that this particular retirement incentive plan or any retirement incentive plan will be offered, extended, or renewed in any subsequent contracts between the parties.

Example: The teacher seeks to retire at the end of the 2021-2022 school year while receiving a retirement incentive under the Three-Year retirement incentive plan. In order to receive a retirement incentive under the Three-Year retirement incentive plan, the teacher must submit an irrevocable letter on or before May 1, 2019.

- i) If legislation is enacted and/or TRS rules and regulations are adopted during the life of this contract that result in a greater cost to the District than the costs generated by this contract, the provisions relating to such benefits shall be reopened for negotiations.

13.4 See also Section 14.4 regarding limitation on salary increases in final four years prior to retirement.

ARTICLE XIV

Salary Schedules

14.1 Salary Adjustments:

- 1) Annual Salary Increases – During each year of this three-year Agreement, each teacher shall receive an increase in salary equal to 2.5% of the teacher's previous year base contract salary.
- 2) Entry Level Salary – The entry level salary for a full-time teacher for each of years of this Agreement shall be as follows:

2017-2018	\$32,750
2018-2019	\$32,850
2019-2020	\$32,950

- 3) New Hires with Teaching Experience / Academic Achievement – Any newly hired teacher shall be paid a salary corresponding to that of existing teachers with the same recognized experience and educational qualification. In no event shall a newly hired teacher be paid more than an existing teacher with the same recognized experience and education qualification. In the event there is no existing teacher who has the same recognized experience and educational qualification as a newly hired teacher, the newly hired teacher's salary shall be determined by interpolation, that is, the salary shall give proportionate recognition to the recognized experience and educational qualification
- 4) Academic Advancement – The eight levels of academic advancement shall be recognized under this Agreement. These levels of academic advancement are as follows:

BS+8, BS+16, BS+24, MS, MS+8, MS+16, MS+24, MS+32

Upon academic advancement to levels BS+8, BS+16, and BS+24, a teacher shall receive an increase in salary of \$750 after the annual salary increase has been added to a teacher's salary (when applicable).

Upon academic advancement to levels MS, MS+8, MS+16, MS+24, and MS+32, a teacher shall receive an increase in salary of \$1,000 after the annual salary increase has been added to a teacher's salary (when applicable).

- 14.2 Agriculture position shall be a ten and one-half (10½) month position. A teacher in this position shall be paid the appropriate amount for a regular full-time teaching position multiplied by a factor comprised of this ten and one-half month period divided by the regular nine-month period (10.5/9ths).
- 14.3 Any teacher participating in committee work after 4:00 p.m. shall be paid at a rate of \$12.50 per hour.
- 14.4 "Retirement" in this Article XIV means that a teacher has become eligible to receive a non-reduced retirement pension under TRS. Under no circumstances

shall a teacher who is four (4) or fewer years from retirement receive an increase from one school year to the next that exceeds 6.0%. Should the salary of a teacher who is four (4) or fewer years from retirement be scheduled to exceed a 6.0% increase due to increases to the teacher's salary as provided under the terms of this Agreement, the teacher's salary will be adjusted so that the teachers increase for that school year is 6.0%.

ARTICLE XV

Extra Duty Increment Guide

	<u>'17-'18</u>	<u>'18-'19*</u>	<u>'19-'20*</u>
High School Student Council	1072.50	1093.95	1115.83
Science Fair Coordinator	1072.50	1093.95	1115.83
School Play Head Director	1787.50	1823.25	1859.72
School Play Assistant Director	812.50	828.75	845.33
Play Scenery Supervisor	812.50	828.75	845.33
Instrumental Music & Pep Band	975.00	994.50	1014.39
Vocal Music	747.50	762.45	777.70
Scholastic Bowl	975.00	994.50	1014.39
Yearbook	877.50	895.05	912.95
Above and Beyond	812.50	828.75	845.33
Senior Class Sponsor	747.50	762.45	777.70
Junior Class Sponsor	747.50	762.45	777.70
Carnival (3 Sponsors)**	682.50	696.15	710.07
Sophomore Class Sponsor	682.50	696.15	710.07
Freshman Class Sponsor	682.50	696.15	710.07
Junior High Student Council	812.50	828.75	845.33
Junior High Literary	585.00	596.70	608.63
Spelling Bee Supervisor	390.00	397.80	405.76
Young Authors	390.00	397.80	405.76

*2018-2019 and 2019-2020 salaries above reflect a 2% increase for each of the years.

	<u>2017-18</u>	<u>2018-19</u>	<u>2019-20</u>
Ticket Selling/Concessions/Supervision	40	40	40
Tutoring (per hour)	30	30	30
Detention	75	75	75
(Detention supervision will be paid the entire stipend whether the Saturday detention supervision is 1 - 4 hours.)			
Teaching after School Classes/Staff Community (per hour)	35	35	35
(Two hours preparation time for each hour whenever the course is being taught for the first time, and one hour preparation for each hour taught thereafter.)			

Summer Speech Therapy: If determined necessary by the IEP team, the rate for Summer Speech Therapy will be negotiated between the Administration and the selected Speech Language Pathologist.

**In the event there is only one Carnival Chairperson, that teacher shall receive a triple increment, and in the event there are two Carnival Chairpersons rather than three, the two teachers shall share equally in the three increments.

This extra duty increment guide reflects the amount to be paid to sponsors if an activity is offered. The District, however, reserves the right to determine if an activity shall be offered and the number of sponsors authorized for each activity.

ARTICLE XVI

Coaching Salary

High School Sports	Base Salary	2017-2018
Basketball	\$4,000	\$5,400
Assistant Basketball	\$2,500	\$2,500
Volleyball	\$3,400	\$3,500
Assistant Volleyball	\$1,800	\$2,150
Baseball	\$2,700	\$3,459
Assistant Baseball	\$1,800	\$1,900
Track (Girls)	\$2,600	\$2,700
Track (Boys)	\$2,600	\$2,700
Softball	\$2,700	\$2,800
Assistant Softball	\$1,800	\$1,900
Cross Country	\$2,300	\$2,400
Cheer Sponsor	\$1,964	\$2,000
Junior High Sports		
Basketball	\$2,900	\$3,216
Assistant Basketball	\$1,650	\$1,750
8th Grade Volleyball	\$1,600	\$1,700
7th Grade Volleyball	\$1,600	\$1,700
Baseball	\$1,500	\$1,600
Assistant Baseball	\$1,100	\$2,200
Track (Girls)	\$1,500	\$1,750
Track (Boys)	\$1,500	\$1,500
Softball	\$1,500	\$2,204
Assistant Softball	\$1,100	\$1,200
Cross Country	\$1,500	\$1,600
Cheer Sponsor	\$1,100	\$1,200

*Coach Salaries will increase 2.5% in 2018-2019 and 2019-2020 with Base Salary for new coaches to increase 2.5% for both years as well.

This coaching stipend schedule reflects the amount to be paid to a coach if an activity is offered. The District reserves the right to determine if an activity shall be offered and the number of coaches authorized for each activity.

ARTICLE XVII

Continuing Service

17.1 Length of Continuing Service is defined as the time of service within Delavan Community Unit School District No. 703. Said service shall begin from the first day of employment within the District. The "first day" shall be defined as the day which such duties are first performed.

In the event of equal length of continuing service between teachers, the following tie-breakers shall apply:

- 1) Previous experience credit inside and outside the District which is allowed for credit on the salary schedule.
- 2) Education beyond the bachelor's degree which is allowed as credit on the salary schedule.

17.2 Whenever a bargaining unit member must be dismissed, a representative of the Association may be present to advocate on behalf of the member of the bargaining unit.

17.3 Any tenured member of the bargaining unit who has his/her position reduced from full-time to part-time, whether voluntarily or involuntarily, shall accrue continuing service the same as a full-time member, except that continuing service shall accrue on a pro-rated basis at a rate equivalent to the hourly job assignment. Example: A 4/7 time member shall accrue 4/7 time of continuing service per year.

17.4 Voluntary Transfer - Whenever a vacancy occurs, the Superintendent will notify the Association President(s) of said vacancy. All in-house applicants shall receive careful, serious consideration for the vacancy. All in-house applicants shall be interviewed unless severe time constraints due to the opening of school preclude such an interview. In any event, all in-house applicants shall receive personal oral or written notification of the employment decision. If an employee has been already interviewed on a prior occasion during the same school year to fill a vacancy, the District shall not be required to re-interview that same employee for any additional vacancies occurring that same year should that employee apply to fill another vacancy during that same school year; however, the District will still consider that employee's application to fill that additional vacancy.

ARTICLE XVIII

Reduction in Force

18.1 When the Board decides it is necessary to reduce the number of teachers in the District because of decreased enrollment, lack of funds, or other reasons, the Association will be advised of such reduction in staff in advance of any public announcement.

- 18.2 If the number of positions must be reduced, the teachers who are subject to removal shall receive notice by certified mail at least forty-five (45) calendar days before the end of the school term together with a statement of honorable dismissal and the reason therefore.
- 18.3 In the case of a reduction in teachers, the sequence of dismissal shall occur in accordance with the School Code. Each teacher shall be categorized into one or more positions for which the teacher is qualified to hold, based upon legal qualifications and any other qualifications established by the District job description, on or before the May 10 prior to the school year during which the sequence of dismissal is determined. Within each position and subject to agreements made by the Joint Committee on Honorable Dismissals that are authorized by subsection (c) of 24-12 of the School Code, the District shall pursuant to subsection (b) of 24-12 of the School Code establish four groupings of teachers qualified to hold the position.

Among teachers qualified to hold a position, teachers must be dismissed in the order of their groupings, with teachers in grouping one dismissed first and teachers in grouping four dismissed last. Within grouping one, the sequence of dismissal shall be at the discretion of the School District. Within grouping two, the sequence of dismissal shall be based upon average performance evaluation ratings, with the teacher or teachers with the lowest average performance evaluation rating dismissed first. A teacher's average performance evaluation rating shall be calculated using the average of the teacher's last two performance evaluation ratings, if two ratings are available, or the teacher's last performance evaluation rating, if only one rating is available, using the following numerical values: 4 for Excellent; 3 for Proficient or Satisfactory; 2 for Needs Improvement; and 1 for Unsatisfactory. As between or among teachers in grouping two with the same average performance evaluation rating and within each of groupings three and four, the teacher or teachers with the shorter length of continuing service with the District shall be dismissed first.

- 18.4 If the District has any vacancies for the following school term or within two calendar years from the beginning of the following school term, the positions thereby becoming available shall be tendered to the teachers so removed or dismissed who were in Group 3 or 4 of the sequence of dismissal and are qualified to hold the positions (except as otherwise determined by the Joint Committee), based upon legal qualifications and any other qualification established in the District job description, on or before the May 10 prior to the date of the positions becoming available, provided that if the number of honorable dismissal notices based on economic necessity exceeds 15% of the number of full-time equivalent positions filled by certified employees (excluding principals and administrative personnel) during the preceding school year, then the recall period is for the following school term or within two calendar years from the beginning of the following school term. If the District has any vacancies for the following school term occurring prior to February 1, the positions will be tendered to the teachers so removed from Group 2 whose placement in Group 2 was based on one (1) needs improvement and one (1) proficient or excellent summative evaluation rating. Among teachers

eligible for recall pursuant to this provision of the Agreement, the order of recall must be in inverse order of dismissal.

- 18.5 A teacher's failure to respond affirmatively within fifteen (15) calendar days after the Board sends notification by certified mail to the teacher's address on file with the Board recalling such teacher, shall result in the termination of the teacher's rights of recall hereafter. The teacher may pass on any position offered that is not equivalent in time to the position from which the teacher was RIF's without terminating the teacher's recall rights.

ARTICLE XIX

Procedures for Professional Negotiations

- 19.1 The Board and the Association agree to follow the procedures for professional negotiations as pursuant to the Illinois Educational Labor Relations Act.

ARTICLE XX

Grievance Procedure

- 20.1 A grievance shall be any claim by the Association or any employee that there has been an alleged violation, misrepresentation, misapplication of the terms of this Agreement; or an alleged violation of the Association's or the employee's right to fair treatment. Fair treatment is the act toward an employee or group of employees in a manner that is not favoring one employee or group of employees more than another or others and that treatment is to be equitable.
- 20.2 Procedures - The parties hereto acknowledge that it is the most desirable for an employee and employee's immediately involved supervisor to resolve problems through free and informal communications. When requested by the employee, an Association representative may accompany the employee to assist in the informal resolution of the grievance. If, however, the informal process fails to satisfy the employee or the Association, a grievance may be processed as provided below.

The filing of the grievance at Step I or Step II below must be within twenty (20) days of the date of the occurrence of the event giving rise to the grievance. All time limits shall consist of school days, except that during any vacation or break periods (excluding regular School District holidays) regular calendar days shall be counted for the purpose of establishing time limits. The failure of a grievant to act on any grievance within the prescribed time limits will act as a bar to any further appeal. If no decision has been rendered within the time limits indicated within a step, then the grievance shall be processed to the next step. The time limits at any step or at any point in the grievance process, however, may be extended by mutual agreement.

- 1) STEP I - The employee or the Association may present the grievance in writing to the immediately involved supervisor, who will arrange for a meeting to take place within five (5) working days after receipt of the grievance. The Association's representative, the grievant, and the immediately involved supervisor shall be present at the meeting. Within five (5) working days of the meeting, the grievant and the Association shall be provided with the supervisor's written response, including the reasons for the decision.
- 2) STEP II - If the grievance is not resolved at Step I, then the Association may refer the grievance to the Superintendent within fifteen (15) working days after receipt of the Step I answer. The Superintendent shall arrange with the Association representative for a meeting to take place within five (5) working days of the Superintendent's receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary. Within five (5) working days of the meeting, the Association shall be provided with the Superintendent's written response, including the reasons for the decision.
- 3) STEP III - If the grievance is not resolved at Step II, then the Association may refer the grievance to the Board of Education within fifteen (15) working days after receipt of the Step II answer. The Board of Education shall meet with the Association representative and the grievant at the next regular Board meeting after receipt of the appeal by the Secretary of the Board of Education.

Each party shall have the right to include any representation as it deems necessary. Within five (5) working days of the meeting, the Association and the grievant shall be provided with the Board of Education's written response, including the reasons for the decision.

- 4) STEP IV - If the Association is not satisfied with the disposition of the grievance at Step III, the Association may submit the grievance to final and binding arbitration through the American Arbitration Association, which shall act as the administrator of the proceedings. If a demand for arbitration is not filed within thirty (30) working days of the date of the Step III answer, then the grievance shall be deemed withdrawn, without prejudice.
 - a) Neither the Board nor the Association shall be permitted to assert any grounds of evidence before the arbitrator which was not previously disclosed to the other party.
 - b) The arbitrator shall have no power to alter the terms of this Agreement.

20.3 If the Association and the Superintendent agree, any step of the grievance procedure may be passed and the grievance brought directly to the next step.

20.4 If the Association and Superintendent agree, a grievance may be submitted directly to arbitration.

- 20.5 Association Participation - Employee Represented - The Board acknowledges the right of the Association's grievance representative to participate in the processing of a grievance at any level, and no employee shall be required to discuss any grievance if the Association's representative is not present.
- 20.6 Association Participation - Employee Not Represented - When an employee is not represented by the Association, the Association shall reserve the right to have its representative present at the meetings.
- 20.7 The Board, administration and the Association shall cooperate in the investigation of any grievance.
- 20.8 No reprisals shall be taken by the Board or the Administration against any employee because of the employee's participation in the grievance.
- 20.9 All records related to a grievance shall be filed separately from the personnel files of the employees.
- 20.10 A grievance may be withdrawn at any level without establishing precedent.
- 20.11 The fees and expenses of the arbitrator shall be shared equally by the parties.

ARTICLE XXI

Fair Share

- 21.1 Each bargaining unit member, as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Association or pay a fair share fee to the Association established by the Association consistent with the rules and regulations of the IELRB. Exempted from this fair share provision are bargaining unit members who were both employed by the District for the 1993-94 school year and were also non-members of the Association on August 15, 1994.
- 21.2 In the event that the bargaining unit member does not pay his/her fair share fee directly to the Association by a certain date as established by the Association, the Board upon the request of the Association shall deduct the fair share fee from the wages of the non-member. The Association shall provide the name of the non-member and the amount to be deducted.
- 21.3 Such deduction shall be made with the same frequency and equal amounts as with Association members.
- 21.4 In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

- a. 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
- b. 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.

21.5 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 Article.

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

21.6 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 or a belief sincerely held with the strength of traditional religious views, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collection of the entire fee, the Association will make payment on behalf of the Employee to a mutually agreeable nonreligious charitable organization as per Association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.

ARTICLE XXII

Personnel File

22.1 Each teacher shall have the right, upon request, to review the contents of his/her personnel file in the presence of the Superintendent or his designee. At the teacher's request, a representative of the Association may accompany the teacher in this review. The teacher has the opportunity to place a written response to any material related to discipline or employment.

ARTICLE XXIII

Evaluation

23.1 A committee consisting of appointees from the Association and representation of the District should meet to cooperatively develop an evaluation instrument and procedures which are in compliance with the law.

ARTICLE XXIV

No Strike

24.1 The teachers, individually or as a group, shall not participate in a strike or work slowdown or work stoppage during the term of this Agreement.

ARTICLE XXV

Separability Clause

25.1 If any provision of this Agreement or any application of this Agreement is held contrary to law, then such provision or application shall be deemed invalid, except as permitted by law; but all other provisions of the Agreement shall continue full force and effect.

ARTICLE XXVI

Duration of Agreement

26.1 This Agreement shall be effective as of August 16, 2017, and shall continue in effect until the 15th day of August, 2020. This Agreement shall expire at such expiration date unless it is extended for a specified period or periods by mutual written agreement of the parties or is replaced by a successor agreement.

This Agreement is signed this 24th day of April, 2017.

IN WITNESS WHEREOF:

**DEHAVAN EDUCATION ASSOCIATION
IEA-NEA**

**BOARD OF EDUCATION
DEHAVAN COMMUNITY UNIT SCHOOL
DISTRICT NO. 703**

May Kay Wonders
President

Matthew P. McA
President

Michelle Noreuil
Bargaining Team Chair

Cady Zimm
Secretary