



Cornell University  
ILR School

### BLS Contract Collection

Title: **Decatur Public School District No. 61 Board of Education and Decatur Education Association (DEA), Illinois Education Association (IEA), National Education Association (NEA), (2003) (MOA)**

K#: **830579**

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

The complete metadata for each collective bargaining agreement can be found at - <http://digitalcommons.ilr.cornell.edu/blscontracts/1/>

For a glossary of the elements see - <http://digitalcommons.ilr.cornell.edu/blscontracts/2/>

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

For more information about the BLS Contract Collection, see <http://digitalcommons.ilr.cornell.edu/blscontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853  
607-254-5370 [ilrref@cornell.edu](mailto:ilrref@cornell.edu)

830579  
8/18/03 - 8/17/05  
65 pgs.

AGREEMENT BETWEEN  
  
THE BOARD OF EDUCATION  
DECATUR PUBLIC SCHOOL DISTRICT NO. 61

AND

THE DECATUR EDUCATION ASSOCIATION

2003-2005



## TABLE OF CONTENTS

	Page
ARTICLE I - OBJECTIVES OF THE AGREEMENT	3
ARTICLE II - RECOGNITION AND INDIVIDUAL RIGHTS	3
ARTICLE III - NEGOTIATION PROCEDURES	4
ARTICLE IV - RIGHTS AND RESPONSIBILITIES	5
ARTICLE V - EMPLOYEE EVALUATION	10
ARTICLE VI - GRIEVANCE PROCEDURE	12
ARTICLE VII - WORK DAYS AND HOURS	16
ARTICLE VIII - TEACHING LOADS, ASSIGNMENTS AND CONDITIONS	17
ARTICLE IX - STAFF SELECTION, TRANSFER AND REDUCTION	22
ARTICLE X - SHORT-TERM LEAVES	26
ARTICLE XI - EXTENDED LEAVES OF ABSENCE	34
ARTICLE XII - PROTECTION OF STAFF	37
ARTICLE XIII - INSURANCE PROTECTION	40
ARTICLE XIV - COMPENSATION	41
ARTICLE XV - SUMMER SCHOOL	42
ARTICLE XVI - MISCELLANEOUS PROVISIONS	43
ARTICLE XVII - LIMITATIONS	44
ARTICLE XVIII - BOARD AUTHORITY	44
ARTICLE XIX - SITE-BASED DECISION MAKING	45
ARTICLE XX - DURATION OF AGREEMENT	48



<b>SCHEDULE A - SALARY SCHEDULE, SALARY ADJUSTMENT AND PAYROLL PROCEDURES</b>	<b>49</b>
<b>SCHEDULE A-1 - SALARY SCHEDULE EXCLUDING BOARD CONTRIBUTION TO ILLINOIS TEACHER RETIREMENT SYSTEM</b>	<b>53</b>
<b>SCHEDULE B - COMPENSATION FOR SPECIAL ASSIGNMENTS</b>	<b>54</b>



## 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.
- C. Any revisions of this Agreement shall be in accordance with Article III, "Negotiations Procedures."

## 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 correctionists, 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, teacher aides, 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, and 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. 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.
3. 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.
4. 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.
5. This Agreement shall create no personal or individual contractual obligation or liability on the part of any member or members of the Board of Education.

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. Every employee has the right to have criticisms, disciplinary interviews and reprimands held in private. At any of these interviews, which are not to become a part of the record, the supervisor may allow the employee to have a personal representative present. At any of these interviews, which are to become a part of the official record, the employee shall be allowed to have a personal representative present. Under no circumstances will the interview or reprimand be delayed more than two (2) working days for the arrival of the designated representative. It is incumbent on the interviewer to inform the affected employee as to whether or not the interview is to become part of the official record.
3. 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.
4. 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 in 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.
5. 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.
6. 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 XII.E.)

7. 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 Decatur 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 bank account for payroll deposit form before being paid. Proof of citizenship through the appropriate forms shall also be provided.
8. Any suspension with pay shall not exceed the duration of any investigation concerning an employee's conduct or ten (10) employment days, whichever is less.  
  
Any suspension without pay shall not exceed five (5) employment days for the first offense and shall not exceed ten (10) 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.
9. 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 District #61.

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 Building 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 Building 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 staff of the building being used, providing such facilities are available, prior notice has been given the building principal a minimum of two (2) working 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. 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 personnel. The total amount of time taken by the President shall be the greater of either one hundred eighty (180) half-days or the number of scheduled employee workdays. These half-days must be taken during all mornings or all afternoons. The total amount of time used by employees shall not exceed fifteen (15) days per school year, and no more than eight (8) days shall be used by any one (1) employee. There shall be no deduction from the salary, fringe benefits or seniority rights of the President, provided the Association reimburses the Board one-half (1/2) of the total gross salary amount of the President, to be paid on the payroll schedule. In addition, the President shall not be responsible for those classes for which the one-half (1/2) time teacher has been provided; and the one-half (1/2) time teacher shall be responsible for either the before school or after school meetings and duties immediately preceding or following the release time of the President. In exercising the use of any of the provisions of this paragraph, with the exception of release time for the Association President, it shall be the responsibility of the employee to notify the building principal, in writing, of his/her intention to be out of the building no less than three (3) days prior to the absence.
5. When requested, the Association shall provide the Board and the Superintendent with the names of the Association's officers, directors, building representatives and negotiating team.
6. The Association shall conduct its District-wide meetings on the second Wednesday of each month. The Board will encourage 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

### EMPLOYEE EVALUATION

A. 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, qualified under Section 24-A-3, unless the employee has no classroom duties. Nonclassroom employees will be observed in their work area.

1. Pre-Appraisal Conference

This conference is set to allow the employee and supervisor to clearly establish their relationship for the rest of the evaluation period. It is a time when an employee and supervisor generally review the expectations held for the employee by the supervisor. At this time, the process of evaluation, the forms used in evaluation, the ranking system and the purpose for the evaluation shall be discussed; and an explanation of state law requiring teacher evaluation shall also be given.

2. Observation

There shall be at least three (3) observations during the evaluation period. However, in the case of a tenured employee who has received a rating of "Excellent" for the previous two (2) evaluations, the employee and evaluator may mutually agree to reduce the minimum number of observations to one (1) each semester for the evaluation period. Following each observation, a post-observation conference shall be held. The forms filled out during the observation shall be discussed.

3. Final Evaluation Conference

The final conference shall be held at the end of the appraisal period. It is the concluding activity in the appraisal process, and as such, should be done at a time when a supervisor and an employee can jointly discuss the employee's performance. At this conference, the employee shall be informed of the final outcome by the administrator.

4. 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 a Board to terminate the employment of an employee under the applicable provisions of the School Code.

B. Consulting Teacher

1. The Association may submit a list of employees who qualify to be a Consulting Teacher. The Board of Education and/or its agent(s) shall select from this list the Consulting Teacher to work with the employee on remediation. The Consulting Teacher so chosen shall be notified in writing, and such written notice shall specifically state that acceptance is voluntary.
2. When a Consulting Teacher is not available in the School District, the State Board of Education shall be requested to provide one. This Consulting Teacher shall be governed by all relevant parts of the School District's Agreement with the Association.
3. Consulting Teachers shall be given released time as mutually agreed upon by the employee and administration in order to perform their role as a Consulting Teacher. Consulting Teachers shall suffer no loss of planning or lunch time. In addition, they shall be provided clerical assistance, when available, if necessary in performing their function as a Consulting Teacher.
4. The administrator shall provide each Consulting Teacher with information regarding the roles and responsibilities of a Consulting Teacher.
5. The Board of Education shall indemnify and hold harmless the Consulting Teacher for any written or oral statement made in the course of performing his/her duties as a Consulting Teacher.
6. Periodic meetings may be held between the Consulting Teacher and the evaluator. Consulting Teachers shall not be required to make evaluative judgments about the employee under remediation.

C. 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 Teacher Appraisal Process, to include its 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 Teacher Appraisal Process (procedural guidelines and/or forms) 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 its representatives,

provided there is representation from each instructional level (i.e., primary, middle and secondary).

## ARTICLE VI

### GRIEVANCE PROCEDURE

#### A. Definition

A grievance shall mean a written complaint by an employee, a group of employees or the Association 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. Grievance Forms

Grievance forms shall be provided by the Board and made available to employees through their building principal, the Director of Human Resources or the Association.

#### 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. Grievance Withdrawal

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

#### F. Settlement

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

#### G. Bypass

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

H. Filing of Materials

All records related to a grievance shall be filed separately from the personnel files of the employees.

- I. Should a member of the Macon-Piatt Special Education District have a grievance, the solution to the grievance will begin with the appropriate special education supervisor as per Step 1 of the Grievance Procedure. Should no solution be made, the grievance then moves to the Assistant Director of Special Education of the Macon-Piatt Special Education District, the Director of Special Education of the Macon-Piatt Special Education District and the Superintendent for the Decatur School District as per Step 2 of the Grievance Procedure, and then through the rest of the Grievance Procedure as outlined in this Agreement.

J. Representation

1. The claimant has the right to representation of choice in the grievance procedure. The claimant shall be present at all grievance discussions unless the Board, Association and claimant mutually agree that the claimant's presence is not desirable or necessary. 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.
2. 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.

K. 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 grievance must be filed within thirty-five (35) working days of the occurrence of the event which gave rise to the grievance.

- L. Before a grievance is filed, the claimant shall discuss the claim with the most immediate administrator. If a satisfactory resolution of a claim is not reached as a result of this discussion, the claimant may file an official 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 grievance will be presented in the following steps:

**Step 1:**

A written statement may be filed by the claimant within four (4) school days of the oral discussion between the claimant and the most immediate administrator. This formal grievance and the administrator's reply shall be in writing on the forms provided.

- a. In stating the grievance, the claimant must specify the parts of the Agreement which were allegedly violated and give pertinent evidence in support of the grievance and should state the requested remedy.
- b. 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 and hour of receipt of the reply. This certification shall be witnessed by the claimant.
- c. The administrator shall, within four (4) school attendance days of receipt of the grievance, present his/her reply to the claimant. The claimant shall certify with his/her signature the date and hour of receipt of the reply. This certification shall be witnessed by the administrator or designee.
- d. The grievance shall be regarded as settled and closed four (4) school attendance days after receipt of the reply from the administrator, providing the claimant has not signed the form for appeal.

**Step 2:**

If the claimant wishes to appeal the reply of the administrator, the claimant shall send one (1) copy of the grievance form to the Director of Human Resources and one (1) copy to the Association Grievance Committee. The Association Grievance Committee shall meet to consider and shall render a decision within four (4) school attendance days of the receipt of the appeal.

- a. If the Association Grievance Committee decides that the grievance is invalid, the Committee will notify all parties by sending one (1) copy of the form to the claimant, the administrator and the Director of Human Resources. The Committee will consider the matter closed, and further appeal by the claimant shall be without participation by the Committee.

- b. If the Association Grievance Committee determines the grievance valid, it shall immediately request a meeting with the Director of Human Resources. 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 Grievance Committee 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 four (4) school attendance days following the meeting. Also one (1) copy of the decision shall be returned to the administrator and one (1) copy to the Association Grievance Committee. The answer shall include rationale for the decision.

**Step 3:**

The claimant shall notify the Director of Human Resources and the Association Grievance Committee within four (4) school attendance days of the receipt of the decision by the Director of Human Resources if it 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 seven (7) calendar 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) It will be the responsibility of the arbitrator to review the grievance, investigate the facts of the situation, study the Agreement, determine the legitimacy of the grievance and recommend to the Board of Education terms of settlement in those instances when the grievance is determined as being valid. 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 report shall be a written report to the Board of Education, with one (1) copy to the grievant and one (1) copy for the Association Grievance Committee. The recommendations of the arbitrator shall be binding upon both parties. The Board

and the grievant 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 work days. Included in the one hundred eighty (180) employee work days is one (1) employee workshop 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.
- B. The policy of establishing the hours of the school days shall be as follows:
1. The student school day shall be determined by the principal and the appropriate director. Upon request, proposed changes will be discussed with the faculty or members thereof.
  2. The employee's school day shall be determined within the building by cooperation between the principal and faculty. Employees are expected to be on duty a minimum of fifteen (15) minutes before school starts and after class ends. It is understood that planning time is outside the assigned duty. Planning time is intended to give the employee time to prepare for classroom activities and perform other professional duties. An employee may use his/her planning time for compelling personal business that requires absence from his/her building. When an employee leaves the building during the school day, he/she will notify the school office.
  3. The employee will assume the responsibility for a daily schedule that is commensurate with his/her professional obligation.
- C. Each employee shall have a duty-free lunch period which complies with Section 24-9 of the Illinois School Code.
- D. When parent-teacher conferences and/or home visits are required, one (1) school day will be set aside for each kindergarten section.
- E. The five (5) half-days, as provided for by state law for in-service training, shall be utilized as practicable by the judgment of the administration.

## ARTICLE VIII

### TEACHING LOADS, ASSIGNMENTS AND CONDITIONS

#### A. Employee Workweek

Employee loads shall be twenty-seven (27) hours of assigned responsibilities per week, including before and after school. The twenty-seven (27) hours permit assignment of duties while students wait for buses and permit time for student interest groups and remedial work.

If the District employs P.E. and Music specialists, the classroom employees do not have to remain with their students when the specialist has assumed control of the class. This will be a duty-free preparation time, provided that the employee has twenty-seven (27) hours of assigned duties.

#### B. Other Duties

Other professional duties include conferences between employees and students, parents, and/or administration; participation in staffings and hearings; providing students with guidance, counseling, and tutorial assistance; supervision of students (including, but not limited to, passing periods); attendance and participation in departmental, building, faculty, Comprehensive School Reform, and intra-system meetings as scheduled; emergencies; attendance at open houses and assistance in the development of curriculum.

#### C. Participation in extracurricular activities for which no additional compensation is paid shall be voluntary.

#### D. Travel time directly related to employee duties shall be considered as part of the teaching day.

#### E. Classroom employees will be assigned only within the range of grade level as permitted under their certificate and only within the areas they are qualified to teach as defined in State Board of Education Document Number 1 or successor documents.

#### F. Reorganization of the instructional responsibilities within a building is to be permitted and encouraged in order to best utilize the teaching staff. Such organization shall be a cooperative venture among employees, but will be placed in effect only upon approval of the building administrator. 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 is in the best interest of the students and the District. The administration shall consult with the employee before a unilateral reassignment is made. The Board, however, shall have final authority to reassign an employee where educational objectives or personnel policies so require.

- G. 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.
- H. 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. The principal may take the lesson plans to the office for study.
  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.
- I. 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.
- J. 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, employees shall not be assigned one (1) of these secondary students or a student teacher without first giving their consent.

K. 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 twenty-seven (27) hours of assigned responsibility for each employee shall be cooperatively developed by the faculty, building principal and appropriate director.

L. 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.

M. Employee specialists who travel among different school sites shall be provided secure storage files at the various school sites.

N. Special Education

1. The Board shall provide substitutes for classroom special education employees who are required to attend annual reviews.
2. Special education employees who work in the county shall not be required to perform duties in excess of the requirements of Article VIII.A.
3. Evaluations of special education employees who work in the county shall be in accordance with and limited to the provisions of this Agreement.
4. School Psychologists' Work Day and Evaluation

Psychologists, by the nature of their professional duties and responsibilities, will continue to participate in before and after school MDC/IEP meetings. School psychologists will be evaluated on a two (2) year cycle by the Director or Assistant Director of Special Education.

5. Preparation Release Time (Special Education Resource and Instructional Classes)
  - a. Each District/building release time allotment will be determined by the total number of special education students in resource and instructional classes in the District/Building.
  - b. The District/building allotment will be determined on the special education 10<sup>th</sup> day enrollment data.
  - c. The release time allotment will be for the District/building and not specific to a teacher.

- d. The amount of release time allotted to a teacher will be a joint decision by the special education staff in the District/building and principal.
- e. When release time is agreed upon by the staff/principal, the teacher will work in his/her respective school site or arrangements will be made by the Director of Special Education for a suitable work station.
- f. The request for District/building release time will be voluntary and not be allotted by teacher.
- g. Teacher and/or building administrator who feel there are unique circumstances may request additional time from the Director of Special Education utilizing the Request for Release Time form.
- h. The following schedule will be utilized by the Director of Special Education to allot release time to District/Buildings:

**SPECIAL EDUCATION PAPERWORK RELEASE TIME FOR TEACHERS**

10-20 students	.5 days
21-30 students	1.0 days
31-46 students	2.0 days
47-62 students	3.0 days
63-78 students	4.0 days
79-94 students	5.0 days
95-110 students	6.0 days
111-126 students	7.0 days
127-142 students	8.0 days
143-158 students	9.0 days
159-174 students	10.0 days
175-190 students	11.0 days
191-206 students	12.0 days
207-222 students	13.0 days
223-238 students	14.0 days
239-254 students	15.0 days

One (1) release day will be allotted for each additional 15 students.

6. 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.

7. Special Education Assistance Program

If a special education teacher has a concern about the need for additional assistance for students, the teacher 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 teacher 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.

8. Decatur special education department chairs address all schedule changes for special education students. High school special education department chairs will be given two (2) days prior to the start of the school year to address schedule changes. Middle school special education department chairs will be given one (1) day prior to the start of the school year to address schedule changes. The days prior to the start of the school year will be calculated at the per diem rate of 90% of the contract rate. High school department chairs will be given two (2) additional release days to use throughout the year to conduct department duties that are above and beyond the duties of other department chairs. Middle school department chairs will be given one (1) additional release day to use throughout the year to conduct department duties that are above and beyond the duties of other department chairs.

O. 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.

## ARTICLE IX

### STAFF SELECTION, TRANSFER AND REDUCTION

#### A. Staff Selection

1. The selection of personnel 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 director, principal, teachers in the building, and other appropriate personnel. The Director of Human Resources 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 teacher attendance of the next school year, interviews and hiring will not be delayed due to unavailability of staff 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 staff via the district website as well as at the Keil Building. A copy will be sent to the Association. When building principals are on duty, copies will be sent to the building for posting. These copies will be placed on an all-school bulletin board for at least seven (7) days. 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 1<sup>st</sup> 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 staff in difficult to find teaching areas, the Director of Human Resources may interview and hire unassigned staff to fill the needs of the District. The hired unassigned staff will apply and interview for posted positions as voluntary transfer employees and follow the Staff Selection, Transfer and Reduction, Article IX.A.6.
6. Any employee may apply for any vacancy for which he/she is qualified. Once an employee applies for a vacancy, the employee will be entitled to at least one

(1) personal interview with the Director of Human Resources in the school year in which the application is made. All applications shall be in writing, addressed to the Director of Human Resources.

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 staff; 3) employees returning from family leave; 4) employees desiring to transfer; and 5) employees returning from leaves other than listed in 3). 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 staff members, 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 staff who 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 teacher placement preferences.
  - b. The Association will contact teachers by phone on a designated date.
  - c. Teachers may select up to three (3) desired positions from the vacancy list.

- d. Prior to placement in a position, teachers 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, teachers shall submit their prioritized list to the Association President.
  - f. Following the building visits, the building teams shall submit a priority preference list of teachers visiting their building to the Director of Human Resources.
  - g. The Director of Human Resources will receive the priority list of each teacher from the Association and the building preference lists from the buildings.
  - h. With input from the Association President, the Director of Human Resources will determine placements based upon the building priority preference list of teachers, the building model, and teacher'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. Request for transfer shall be submitted to the Director of Human Resources on forms provided by the Board. If an employee requests a reason for a denial of a transfer, the Director of Human Resources shall inform the employee in writing of the reason. Transfers may be made at any time with the mutual consent of the parties involved. Vacancies created by a voluntary transfer will be posted for three (3) days.
2. Voluntary transfer requests received ten (10) days prior to the first day of teacher 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 Staff Selection, Transfer, and Reduction, Article IX.A.6.

### C. Involuntary Transfer

1. Involuntary transfers to another building, grade level or department may be made when the administration determines such transfers are in the best interests of the District. Such transfers may be made as a result of building closures, building reorganization, reduction in staff, better utilization of staff or other reasons deemed appropriate by the administration. If a surplus of staff at a building or departmental level makes it necessary to involuntarily transfer or reassign employees within a building or a classification, the position shall first be posted and all volunteers shall first be considered. A minimum of ten (10) calendar days before an involuntary transfer is made, the Director of Human Resources shall provide both the affected employee and the DEA 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 DEA representative shall be entitled, upon timely request, to a meeting with the Director of Human Resources to discuss the proposed transfer and the reasons therefor. 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.
2. Any employee involuntarily transferred will be released from his/her contract upon the employee's request.
3. No employee may be involuntarily transferred more than one (1) time within the same school year.
4. The following criteria, where applicable, shall be considered by the administration in making involuntary transfer decisions: the employee'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; provided, however, that an employee's seniority status shall receive priority consideration in the transfer decision.

### D. Seniority

1. Definitions
  - a. Employee is defined under this section as any employee regularly required to be certified under the 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 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 of Education 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 School District; provided, however, that less than full-time service shall be computed on a prorata 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 School District; provided, however, that less than full-time service shall be computed on a prorata 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 School District are equal between two (2) or more employees, then seniority shall be determined by total teaching service in the School District, whether or not continuous. Such service shall be computed in the manner described in a. and b. of this Section.
  - d. If the years of total teaching service with the School 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 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 administrative office shall notify employees of the number of days accumulated under sick leave by including this information on the employee's earnings statement.
2. Sick and emergency leave shall include: personal illness, 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, spouse, 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.
3. Sick Day Enhancement
  - a. Each employee who submits an irrevocable letter of retirement to the Board prior to the first day of teacher attendance of his/her intent to retire at the conclusion of that school year shall be granted additional sick leave days so as to cause said employee's sick leave accumulation to one hundred eighty (180) sick leave days.
  - b. Each employee who submits an irrevocable letter of retirement to the Board prior to the first day of teacher attendance of his/her intent to retire

at the conclusion of two school years shall be granted additional sick leave days so as to cause said employee's sick leave accumulation to be three hundred sixty (360) days.

- c. The above additional sick leave days granted in paragraphs a. and b. above exclude any annual sick leave credited to each employee.
4. 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.
5. 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.
6. **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 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 prorated in accord with the employee's partial-day status.

7. **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 may borrow 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 may lend no more than a total of five (5) sick leave days in any given school year;
- d. The borrowing employee may repay the employee-lender(s). If repayment is desired by the lender, it shall occur within the next three (3) school years following the school year of the loan;
- e. 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 Paragraph d.;
- g. Sick leave days loaned by an employee shall not be available to the lender until they are repaid as set forth in Paragraph f.; and
- h. Employees shall not be required to borrow days prior to making application for disability benefits from the Illinois Teachers' Retirement System.

8. 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 teachers 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 teacher must meet the following conditions:
- 1) The teacher must be actively teaching and not on an approved leave of absence, as described in Article XI of the contract.
  - 2) The teacher must have exhausted all his/her accumulated sick leave days, including the current year's allotment; and
  - 3) The teacher must have accessed and exhausted twelve (12) sick leave days under the provisions of Article X.A.7 (Sick Leave Loan); and
  - 4) The teacher 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 teacher submits written verification of an ongoing long-term catastrophic accident or illness, as verified by a licensed medical physician, of the teacher or a dependent family member (as defined by the IRS).
  - 6) The teacher is a contributor in good standing in the Sick Leave Bank.
- d. Contributor in Good Standing To be a contributor in good standing, a teacher 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 teacher must not have withdrawn from the Bank. To remain a contributor in good standing, a teacher must contribute from 1-15 additional days of personal sick leave any time the Bank day accumulation total falls below two hundred (200) days. A teacher 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 teacher may contribute an unlimited number of days to the Sick Leave Bank.
- e. Withdrawal of a Contributor in Good Standing: A teacher may voluntarily withdraw as a contributor in good standing. Upon withdrawal, the teacher cannot access the Bank nor does the teacher have any vested right to the days he/she has contributed to the Bank.

- f. Reinstatement as a Contributor in Good Standing: A teacher who 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 2 teachers appointed by the Association and 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; and
  - 2) The seriousness of the illness or disability; and
  - 3) The likelihood that the applicant will be able to return to work as a result of utilizing the Sick Leave Bank; and
  - 4) The number of available days in the Bank; and
  - 5) The potential needs by other contributors in good standing; and
  - 6) Other factors related to the best interests of the School District and its students; and
  - 7) The limitations of Paragraph 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 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 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 Paragraph c., are once again met.
  - 3) The maximum number of days that a teacher may draw from the Sick Leave Bank during each 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 applicant 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 such absence does not exceed one (1) day if the funeral is held within two hundred fifty (250) miles of Decatur, two (2) days if the funeral is held more than two hundred fifty (250) miles but less than five hundred (500) miles from Decatur, or three (3) days if the funeral is held more than five hundred (500) miles from Decatur. If an employee is requested to serve as a pall bearer and to do so must be absent from work, the absence shall be considered time off without pay, unless the employee elects to have it charged against accrued sick leave.

A teacher 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. Arrangements can be made at the school with the building administrator and with the cooperation of other employees to cover the responsibilities of the teacher 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 Decatur school system, 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.
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 would be 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 School District, the Board of Education 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 Decatur Education Association and the Board of Education.

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 accumulate as sick leave.
2. 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. No two (2) days shall be taken consecutively in the months of August, September, April, May or June.
3. 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) working days preceding or following a visitation day. 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 emergencies as approved by the Director of Human Resources.

F. Short-Term Leave Without Pay

Employees may request unpaid leave days 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. Clear reasons for the absence must be stated. Absences are not to exceed three (3) consecutive days. As stated above (Paragraph E.2), ratios apply to unpaid leaves as well.

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

In administering this provision, the immediate supervisor of the building program involved and the Superintendent 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 or spouse;
- b. trips or special meetings involving services of community organizations in which the employee holds office;
- c. important business conferences of the spouse 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 Decatur District shall be eligible for extended leaves of absence. However, leaves will not be granted for employees who have accepted a position as an educator in a District outside of District 61. Acceptance of employment constitutes a resignation with District 61. Should a

person become employed while on a leave of absence from District 61 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 because of leave.
6. Sick leave days and visitation days shall not accrue because of 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 School 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 School District's insurance program for the duration of such leave in accordance with the provisions of Article XIII of this agreement. Those eligible for family and medical leave shall continue to be covered by the School District's insurance program for 60 working 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 shall be defined as two (2) tenured teachers 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 teacher.

- b. Each participating teacher shall receive prorated salary and benefits.
- c. Each participating teacher 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 teacher 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. A teacher who 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 term 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.

- 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 them while working within their 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 of Schools 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. The employee has the right to use such force as given by statute or court cases decided thereunder to protect himself, 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 which may include notification of proper authorities (Police or Sheriff) once the incident has been reported to the building principal and Superintendent.
- G. In the event of any injury to an employee while in the scope of employment, the salary of such employee shall continue in full, without reduction in accrued benefits, until:
1. The employee is able to return to full-time teaching duties, or
  2. The end of the contract of employment of the employee with the Board, or
  3. Such employee qualifies for disability or pension benefits under the Illinois Teachers' Retirement System,

whichever event occurs first. In the event Workmen's 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 Workmen's Compensation.

- H. The general policy, subject to emergency exceptions, shall be that no action against an employee may be taken on a complaint by a parent of a student or by a student, unless such proposed action is first reported in writing to such employee affected thereby and the employee is given an opportunity for a hearing before a representative of the Board concerning the complaint and action proposed to be taken thereon.
- 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 section shall not result in a loss of salary or accrued benefits by such employee.
- J. 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. The appropriate administrator will take action to solve the discipline problem. 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, the student shall not return to the class for the remainder of the class period. Written notification will be given to the teacher prior to re-admittance of the student to the class. At the elementary level, the student shall not return to class before written notification of the disciplinary action taken is given to the teacher. 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 parent or guardian.
- K. Discipline Action Group

The parties agree that the standing Discipline Action Group, co-chaired by a representative of the Board and a representative of the Association, shall continue to address discipline guidelines and forms. The group shall meet monthly or upon request of either chairperson. 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 teacher members. The committee may include parents and students in an advisory capacity.

## ARTICLE XIII

### INSURANCE PROTECTION

- A. The Board will provide each employee who is under contract full-time with health and medical insurance coverage as described in the Decatur School District No. 61 Group Medical Plan. 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 monthly premium for single coverage is One Hundred Fifty-Nine and 20/100 Dollars (\$159.20), but said premium is subject to change based upon rate adjustments occasioned by the carrier.
- B. Insurance Coverage for RIF'd Employees
- Employees who are RIF'd and are rehired by the Board of Education 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 who retire at age fifty-five (55) or thereafter with ten (10) years of service in the Decatur School District. Retirees who 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. The monthly premium for family coverage is Three Hundred Eighty-Five and 16/100 Dollars (\$385.16), but said premium is subject to change based upon rate adjustments occasioned by the carrier. For those eligible and opting for this coverage, the Board will pay up to a One Hundred Two and 00/100 Dollars (\$102.00) a month subsidy from September 1, 2003, to August 31, 2005. The employee-paid portion of the premium shall be sheltered under Section 125 of the Internal Revenue Code.
- E. Health insurance for the family of the retiree will be on an optional basis. Retirees who opt for this coverage will pay the entire premium. Coverage will end when the retiree or dependent reaches sixty-five (65), whichever comes first.
- F. The Board will provide each employee who 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 of Education. 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.

**G. Prescription Cards**

Prescription cards will be made available to each employee who is receiving health and medical coverage. Employees should direct any questions or concerns to the District Business Office.

**H. Flex Plan**

The following options are available to employees of Decatur School District No. 61. 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 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 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.

**ARTICLE XIV**

**COMPENSATION**

- A. The salary of all employees will be in accordance with Schedules A and B of the Appendix which is attached hereto and made a part hereof.**
- B. Compensation for employees not covered in Schedules A and B of this Agreement shall be subject to the approval of the President of the Association and the Board of Education.**

ARTICLE XV

SUMMER SCHOOL

- A. Summer school schedules shall be in conformity with state law to take advantage of state aid.
- B. The salary for driver's education and summer school teaching employees shall be

	B.A.	M.A.
2003-2004	\$23.50	\$25.25
2004-2005	\$24.25	\$26.00

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

- C. Application for summer school teaching may be made by qualified employees on forms which may be obtained from the school principal or the personnel office. Application shall be filed with the Director of Summer School or the Director of Human Resources on the date announced by the Superintendent.
- D. Applicants who, in the judgment of the Director of Summer School and the Director of Human Resources, 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 utilized in evaluating all applicants will include, but not be limited to, training and experience in the curriculum being offered, North Central Association requirements, tenure status, prior evaluations and prior summer school teaching experience. Employees who were employed by the District during the regular school year will be given priority consideration for summer school teaching positions except in those instances where there are no qualified District applicants or where the summer school course is being offered in other than District-owned facilities.
- E. By the first of May, all applicants will receive notification from the Personnel 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.
- F. A summer school employee who elects to report his/her summer school earnings to the Teacher Retirement System shall execute an extension agreement to his/her regular individual school year contract no later than June 1 on a form provided by the Board.

Only one (1) election shall be permitted in any given school year. Notwithstanding such an extension, the employee's wages and benefits are limited strictly to those found in Articles XIII and XV of this Agreement for the period of summer school employment. 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.

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.

## 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 therefrom 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 District No. 61, expenses may be authorized by the appropriate director or the Superintendent if expenses are not paid by the organization served. District No. 61 shall be reimbursed from any compensation received, up to the employee's daily salary, and for any expenses paid by the District.

- E. No employee shall be required to substitute for an administrator. Such substitution shall be voluntary. A substitute teacher will be obtained if the administrator is unavailable for telephone consultation.

## 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 during 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 of Education 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 of Education are not in violation of the law of the State of Illinois or the Illinois Educational Labor Relations Act.

## ARTICLE XIX

### SITE-BASED DECISION MAKING

**This Site-Based Decision Making section of the Agreement between the Board of Education and the Decatur Education Association is not subject to the grievance procedure of the Agreement. The Association on behalf of itself and its members specifically waives any rights(s) it has to grieve and arbitrate any of the provisions in this section.**

#### 1. Purpose

The Decatur Board of Education and the Decatur Education Association agree that decision-making should be fostered and promoted in accordance with the document entitled "Improving Teaching and Learning Through Shared Decision Making."

The District and the Association believe that the shared decision making process provides an increased role for employees to make decisions on matters that affect them, and foster the exchange of ideas and information that is necessary to improve education for students and to increase employee job performance, satisfaction, and morale.

The District and Association agree that better decisions will be made and should be fostered through shared decision making procedures at all sites in the District. To this end, the District and Association will promote and assist employees in the development of shared decision making processes and procedures across the District.

#### 2. District Partnership Council

The Decatur Education Association President and/or his/her designee will represent the Decatur Education Association on the District Partnership Council. The District Partnership Council will meet on a regular basis to assist and support individual schools implementing site-based governance as outlined in the "Improving Teaching and Learning Through Shared Decision Making" document.

#### 3. Selection of Participating Schools

No school is mandated to adopt this governance model. Movement of a school site into the site-based governance process will be in conformance with the procedures and requirements outlined in the "Improving Teaching and Learning Through Shared Decision Making" document. Selection commits a school to the governance structure for a minimum of three (3) years subject to the provisions of Paragraph 8, hereof.

4. Composition of the School Partnership Council

Members serve two (2) year terms, thereafter, rotating membership as determined by the council. Vacancies shall be filled for the unexpired terms from the representative groups.

Each group, through consensus, shall select its own representative. The PTA or other such parent representative group shall select parents. Community members shall be selected by the remaining members of the Council and shall not currently have any students at that school.

The school councils should be composed of the following persons:

Elementary School Partnership Council

- Principal
- Primary Teacher (Pre-K through 3)
- 1 Intermediate Teacher (4-6)
- 1 Special Teacher (Music, PE, Special Ed, Title I, Librarian, Speech, Nurse)
- 1 Parent
- 1 Community Member
- 1 Support Staff (secretary, custodian, teaching assistant)

Middle School Partnership Council

- Principal
- 4-6 Teachers
- 2 Parents
- 1-2 Support Staff
- 2 Students
- 1 Community Member

High School Partnership Council

- Principal
- 1 Additional Administrator
- 4-6 Teachers
- 2 Parents
- 2 Support Staff
- 2 Students
- 1 Community Member

5. Parameters

The parties shall not effect or implement any operational decisions as outlined on Page 14 of the "Improving Teaching and Learning Through Shared Decision Making" document which would be a violation of, inconsistent with, or in conflict with any of the following:

- Federal laws and regulations
- State laws and regulations
- School board policies and regulations
- Collective bargaining agreements
- Federal and state judicial decisions of competent jurisdiction
- Federal and state agency decisions of competent jurisdiction.

6. Waivers

Site based governance schools are encouraged, if need be, to seek waivers that result in expanded educational opportunities for students. Three (3) types of waivers may be requested. These are waivers of Board of Education policies/regulations, collective bargaining agreements and waivers permissible under the provisions of the Illinois School Code, Section 2-25g. Waivers will be processed as outlined in the “Improving Teaching and Learning Through Shared Decision Making” document. Approved waivers are site specific and not precedent setting.

7. Training

To become successful, individuals need to clearly understand their roles. Training and implementation skills are essential at all levels for all participants. Training will be conducted as outlined in the “Improving Teaching and Learning Through Shared Decision Making” document.

8. Withdrawal

In the event either party (Board of Education or the Association) wishes to abandon Shared Decision Making on a District-wide basis, the party will provide written notice to the other of its intent, allowing a sixty (60) day waiting period. During this waiting period, the District and Association representatives will come together to identify and attempt to resolve differences.

A school that has been formally recognized by the Board of Education as a Shared Decision Making Site can petition the District Partnership Council to abandon the shared decision making process by filing a petition with the District Partnership Council. There will be a sixty (60) day waiting period during which the Council will consider the petition, consult with the particular School Partnership Council, and make a recommendation to the Board. The Council will make a recommendation within sixty (60) days to the Board of Education after consultation with the particular School Partnership Council.

If the Board of Education decides to revoke its recognition of a school as a shared decision making site, it will give the site and the Partnership Council sixty (60) days notice.

ARTICLE XX

DURATION OF AGREEMENT

- A. This Agreement shall be effective August 18, 2003, and shall be in effect through August 17, 2005, 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 17 day of September 2003.

BOARD OF EDUCATION

Janice Mandernach  
President

Maria J. Robinson  
Chairman, Negotiation Team

Bruce Holger  
Negotiation Team Member

Deborah L. Huggert  
Negotiation Team Member

Edward J. Boehm  
Negotiation Team Member

DECATUR EDUCATION ASSOCIATION

Alida S. Graham  
President

Ken Handley  
Chairman, Negotiation Team

Karen M. Peterson  
Negotiation Team Member

Bette Suddick-Binger  
Negotiation Team Member

Wayne R. Banfield  
Negotiation Team Member

## SCHEDULE A

### SALARY SCHEDULE, SALARY ADJUSTMENT AND PAYROLL PROCEDURES

Teachers' Compensation Schedule Including Board Contribution to Illinois Teacher Retirement System. 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.

	Year 1: 2003-2004			Year 2: 2004-2005		
	BA	MA	MA+32	BA	MA	MA+32
1	26,487	27,591	29,798	26,513	27,619	29,828
2	27,301	28,551	30,921	27,329	28,580	30,952
3	28,141	29,544	32,086	28,169	29,574	32,118
4	29,007	30,572	33,295	29,036	30,603	33,329
5	29,899	31,636	34,550	29,929	31,668	34,585
6	30,819	32,736	35,852	30,849	32,769	35,887
7	31,766	33,876	37,203	31,798	33,909	37,240
8	32,743	35,054	38,605	32,776	35,089	38,644
9	33,750	36,273	40,060	33,784	36,310	40,100
10	34,788	37,536	41,569	34,823	37,573	41,611
11	35,858	38,842	43,135	35,893	38,880	43,178
12	36,961	40,193	44,761	36,998	40,233	44,806
13	38,097	41,592	46,448	38,135	41,634	46,494
14	39,268	43,039	48,198	39,308	43,082	48,246
15	40,477	44,536	50,014	40,517	44,580	50,064
16	41,721	46,086	51,899	41,763	46,132	51,950
17	43,004	47,689	53,854	43,047	47,737	53,908
New to 18	44,326	49,349	55,885	44,371	49,398	55,940
18 + 3% TRS	45,697	50,875	57,613	45,743	50,926	57,671
18 + 5% TRS	46,929	52,246	59,166	47,023	52,350	59,285
18 + 7% TRS	47,918	53,346	60,411	48,291	53,763	60,882
18 + 9% TRS	48,948	54,493	61,713	49,307	54,893	62,164
18 + 9% TRS+ \$	50,024	55,691	63,067	50,369	56,075	63,503
18 + 9% TRS+ \$\$				51,475	57,308	64,897

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 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 who 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 reemployed by the Board. Outside experience may include up to two (2) years of military service, if accepted by the Illinois Retirement System. Partial years outside Decatur Public Schools will not be counted.
2. Employees who complete one hundred thirty-six (136) duty days within a school term 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.
4. The X-step is intended as a one (1) year payment to qualifying retiring employees in recognition of the many years of faithful and dedicated service the employee has given to education in general and to the School District and its students. In order to qualify for a teaching contract incorporating the X-step salary rate for the 2003-2004 school year and years thereafter, an employee must have taught for a least twenty (20) years with the Decatur Public Schools, District No. 61, and must have notified the Director of Human Resources in writing that he/she will be retiring upon completion of the current school year sixty (60) days prior to the end of the school term. The X-step payment of Three Thousand and 00/100 Dollars (\$3,000.00), less applicable deductions, will be made in a single lump sum payment upon completion of the school year.
5. A teacher will receive a one-time payment of twenty-five hundred dollars (\$2500.00) upon receipt of certification by the National Certification Board

#### B. 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 who 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.

3. Employees who 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.

#### 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. Employees shall have the option of being paid on a nine (9) month or twelve (12) month basis. Employees desiring to be paid on a nine (9) month basis or a twelve (12) month basis will have their contractual salaries divided by the number of week days in the school year or the number of week days in the calendar year, respectively, for determining the gross daily pay. The gross pay during any pay period will be calculated by multiplying the gross daily pay times the number of week days in the pay period. Any balance in the Board's contractual salary commitment to a member 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 percent (9%), 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. Applications to initiate or change tax-sheltered annuity programs must be submitted by October 15 to become effective November 1 and by January 15 to become effective February 1 each year. 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 throughout the school year.
6. Retroactive deductions cannot be considered.

D. The rate of pay for employees on extended contracts shall be as stated in this document for duties performed starting August 18, 2003 through August 17, 2005.

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 percent (9%) of each employee's salary on Schedule A for each employee employed on a full-time basis.
  2. Report as gross income to the Internal Revenue Service the amounts shown on Schedule A-1, which excludes the applicable nine percent (9%) 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 percent (9%) contribution, or prorata amount for less than full-time employees, to the Illinois Retirement System.
  4. Report as creditable earnings to the Illinois Teachers' Retirement System the amounts shown on Schedule A plus any additional compensation paid to the teacher which qualified such as compensation earned under Schedule B.
- F. Employees who 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 administration.
- 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.B.

**SCHEDULE A-1**  
**SALARY SCHEDULE EXCLUDING ANNUAL CONTRIBUTIONS**  
**TO ILLINOIS TEACHERS' RETIREMENT SYSTEM**

Shown below is an example of this calculation.

This employee has a BA with no experience. His/her annual employee retirement system reportable wage for 2003-2004 is reflected on Schedule A as \$26,487.00. However, his/her annual taxable wage for 2003-2004 is reflected on Schedule A-1 as \$24,103.00. The difference of Schedule A from Schedule A-1 represents a tax shelter of nine percent (9%) contribution to the Illinois Teachers' Retirement System.

Schedule A-1	Year 1: 2003-2004			Year 2: 2004-2005		
	BA	MA	MA+32	BA	MA	MA+32
1	24,103	25,108	27,117	24,127	25,133	27,144
2	24,844	25,981	28,138	24,869	26,007	28,166
3	25,608	26,885	29,198	25,634	26,912	29,227
4	26,396	27,821	30,299	26,423	27,848	30,329
5	27,208	28,789	31,440	27,235	28,818	31,472
6	28,045	29,790	32,625	28,073	29,820	32,658
7	28,907	30,827	33,855	28,936	30,858	33,889
8	29,796	31,899	35,131	29,826	31,931	35,166
9	30,713	33,009	36,455	30,744	33,042	36,491
10	31,657	34,158	37,828	31,689	34,192	37,866
11	32,630	35,346	39,253	32,663	35,381	39,292
12	33,634	36,576	40,733	33,668	36,612	40,774
13	34,668	37,849	42,267	34,703	37,887	42,310
14	35,734	39,165	43,860	35,770	39,205	43,904
15	36,834	40,528	45,513	36,871	40,568	45,558
16	37,966	41,938	47,228	38,004	41,980	47,275
17	39,133	43,397	49,008	39,173	43,441	49,057
New to 18	40,337	44,907	50,855	40,377	44,952	50,906
18 + 3% TRS	41,585	46,296	52,428	41,626	46,342	52,480
18 + 5% TRS	42,705	47,544	53,841	42,791	47,639	53,949
18 + 7% TRS	43,605	48,545	54,974	43,945	48,925	55,403
18 + 9% TRS	44,542	49,588	56,159	44,870	49,953	56,569
18 + 9% TRS + \$	45,521	50,678	57,391	45,836	51,028	57,787
18 + 9% TRS + \$\$	0	0	0	46,842	52,150	59,056

## SCHEDULE B

### COMPENSATION FOR SPECIAL ASSIGNMENTS

The percentage set opposite the following list of special assignments shall be added to the salary the person would get as a classroom teacher to cover responsibilities over and above those usually assigned during the school year. Percentages shall be based on the following amounts: Base for 2003-2004 - \$29,744; Base for 2004-2005 - \$30,636.

**Base for 2003-2004: \$29,744**

POSITION	1st Year		2nd Year		3rd Year		6th Year	
Elementary Basketball Coach	2%	\$595	3%	\$892	4%	\$1,190	7%	\$2,082
Magnet School Dept. Head	4%	\$1,190	5%	\$1,487	6%	\$1,785	9%	\$2,677
Middle School Athletic Director	13%	\$3,867	14%	\$4,164	15%	\$4,462	18%	\$5,354
Middle School Scholastic Bowl	2%	\$595	3%	\$892	4%	\$1,190	7%	\$2,082
Middle School Super Intram.	3%	\$892	4%	\$1,190	5%	\$1,487	8%	\$2,380
Middle School Music								
Band	6%	\$1,785	7%	\$2,082	8%	\$2,380	11%	\$3,272
Vocal	6%	\$1,785	7%	\$2,082	8%	\$2,380	11%	\$3,272
Orchestra	4%	\$1,190	5%	\$1,487	6%	\$1,785	9%	\$2,677
Middle School Dept. Heads								
Math, Sci, Eng, Soc St, P.E.,								
Special Education	4%	\$1,190	5%	\$1,487	6%	\$1,785	9%	\$2,677
Middle School Dept. Reps	2%	\$595	3%	\$892	4%	\$1,190	7%	\$2,082
Middle School Coaches								
Basketball	5%	\$1,487	6%	\$1,785	7%	\$2,082	10%	\$2,974
Track and Field	4%	\$1,190	5%	\$1,487	6%	\$1,785	9%	\$2,677
Soccer	2%	\$595	3%	\$892	4%	\$1,190	4%	\$1,190
Volleyball	4%	\$1,190	5%	\$1,487	6%	\$1,785	9%	\$2,677
Cross Country	2%	\$595	3%	\$892	4%	\$1,190	4%	\$1,190
Middle School Supervisors								
YrBook, Chrleading, Nwspaper,								
Student Council and PomPon	2%	\$595	3%	\$892	4%	\$1,190	7%	\$2,082
High School Music								
Band	16%	\$4,759	17%	\$5,056	18%	\$5,354	21%	\$6,246
Vocal	8%	\$2,380	9%	\$2,677	10%	\$2,974	13%	\$3,867
Orchestra	4%	\$1,190	5%	\$1,487	6%	\$1,785	9%	\$2,677
High School Dept Heads	4%	\$1,190	5%	\$1,487	6%	\$1,785	9%	\$2,677
High School Dept Reps	3%	\$892	4%	\$1,190	5%	\$1,487	8%	\$2,380
High School Newspaper	7%	\$2,082	8%	\$2,380	9%	\$2,677	12%	\$3,569
High School Yearbook	7%	\$2,082	8%	\$2,380	9%	\$2,677	12%	\$3,569
High School Student Council	7%	\$2,082	8%	\$2,380	9%	\$2,677	12%	\$3,569



Base for 2004-2005:

\$30,636

POSITION	1st Year		2nd Year		3rd Year		6th Year	
Elementary Basketball Coach	2%	\$613	3%	\$919	4%	\$1,225	7%	\$2,145
Magnet School Dept. Head	4%	\$1,225	5%	\$1,532	6%	\$1,838	9%	\$2,757
Middle School Athletic Director	13%	\$3,983	14%	\$4,289	15%	\$4,595	18%	\$5,514
Middle School Scholastic Bowl	2%	\$613	3%	\$919	4%	\$1,225	7%	\$2,145
Middle School Super Intram.	3%	\$919	4%	\$1,225	5%	\$1,532	8%	\$2,451
Middle School Music								
Band	6%	\$1,838	7%	\$2,145	8%	\$2,451	11%	\$3,370
Vocal	6%	\$1,838	7%	\$2,145	8%	\$2,451	11%	\$3,370
Orchestra	4%	\$1,225	5%	\$1,532	6%	\$1,838	9%	\$2,757
Middle School Dept. Heads								
Math, Sci, Eng, Soc St, P.E.,								
Special Education	4%	\$1,225	5%	\$1,532	6%	\$1,838	9%	\$2,757
Middle School Dept. Reps	2%	\$613	3%	\$919	4%	\$1,225	7%	\$2,145
Middle School Coaches								
Basketball	5%	\$1,532	6%	\$1,838	7%	\$2,145	10%	\$3,064
Track and Field	4%	\$1,225	5%	\$1,532	6%	\$1,838	9%	\$2,757
Soccer	2%	\$613	3%	\$919	4%	\$1,225	4%	\$1,225
Volleyball	4%	\$1,225	5%	\$1,532	6%	\$1,838	9%	\$2,757
Cross Country	2%	\$613	3%	\$919	4%	\$1,225	4%	\$1,225
Middle School Supervisors								
YrBook, Chrlending, Nwspaper,								
Student Council and PomPon	2%	\$613	3%	\$919	4%	\$1,225	7%	\$2,145
High School Music								
Band	16%	\$4,902	17%	\$5,208	18%	\$5,514	21%	\$6,434
Vocal	8%	\$2,451	9%	\$2,757	10%	\$3,064	13%	\$3,983
Orchestra	4%	\$1,225	5%	\$1,532	6%	\$1,838	9%	\$2,757
High School Dept Heads	4%	\$1,225	5%	\$1,532	6%	\$1,838	9%	\$2,757
High School Dept Reps	3%	\$919	4%	\$1,225	5%	\$1,532	8%	\$2,451
High School Newspaper	7%	\$2,145	8%	\$2,451	9%	\$2,757	12%	\$3,676
High School Yearbook	7%	\$2,145	8%	\$2,451	9%	\$2,757	12%	\$3,676
High School Student Council	7%	\$2,145	8%	\$2,451	9%	\$2,757	12%	\$3,676
High School Human Relations								
Council Advisor	3%	\$919	4%	\$1,225	5%	\$1,532	8%	\$2,451
High School Drama	7%	\$2,145	8%	\$2,451	9%	\$2,757	12%	\$3,676
High School Scholastic Bowl	6%	\$1,838	7%	\$2,145	8%	\$2,451	11%	\$3,370
Class Advisor 9th Grade	2%	\$613	3%	\$919	4%	\$1,225	7%	\$2,145
Class Advisor 10th Grade	2%	\$613	3%	\$919	4%	\$1,225	7%	\$2,145
Class Advisor 11th Grade	3%	\$919	4%	\$1,225	5%	\$1,532	8%	\$2,451
Class Advisor 12th Grade	3%	\$919	4%	\$1,225	5%	\$1,532	8%	\$2,451
High School Cheerleader Adv	6%	\$1,838	7%	\$2,145	8%	\$2,451	11%	\$3,370
High School Pom Pon Dir	6%	\$1,838	7%	\$2,145	8%	\$2,451	11%	\$3,370
High School A.D.	21%	\$6,434	22%	\$6,740	23%	\$7,046	26%	\$7,965
High School Coaches								
Football	16%	\$4,902	17%	\$5,208	18%	\$5,514	21%	\$6,434
Assistant Football	8%	\$2,451	9%	\$2,757	10%	\$3,064	13%	\$3,983
Basketball	16%	\$4,902	17%	\$5,208	18%	\$5,514	21%	\$6,434

Assistant Basketball	8%	\$2,451	9%	\$2,757	10%	\$3,064	13%	\$3,983
Golf	6%	\$1,838	7%	\$2,145	8%	\$2,451	11%	\$3,370
Baseball	8%	\$2,451	9%	\$2,757	10%	\$3,064	13%	\$3,983
Junior Varsity Baseball	6%	\$1,838	7%	\$2,145	8%	\$2,451	11%	\$3,370
Wrestling	8%	\$2,451	9%	\$2,757	10%	\$3,064	13%	\$3,983
Assistant Wrestling	6%	\$1,838	7%	\$2,145	8%	\$2,451	11%	\$3,370
Tennis	7%	\$2,145	8%	\$2,451	9%	\$2,757	12%	\$3,676
Track and Field	8%	\$2,451	9%	\$2,757	10%	\$3,064	13%	\$3,983
Assistant Track and Field	6%	\$1,838	7%	\$2,145	8%	\$2,451	11%	\$3,370
Soccer	8%	\$2,451	9%	\$2,757	10%	\$3,064	13%	\$3,983
Assistant Soccer	6%	\$1,838	7%	\$2,145	8%	\$2,451	11%	\$3,370
Cross Country	7%	\$2,145	8%	\$2,451	9%	\$2,757	12%	\$3,676
Softball	8%	\$2,451	9%	\$2,757	10%	\$3,064	13%	\$3,983
Assistant Softball	6%	\$1,838	7%	\$2,145	8%	\$2,451	11%	\$3,370
Volleyball	8%	\$2,451	9%	\$2,757	10%	\$3,064	13%	\$3,983
Assistant Volleyball	6%	\$1,838	7%	\$2,145	8%	\$2,451	11%	\$3,370
Bowling	6%	\$1,838	7%	\$2,145	8%	\$2,451	11%	\$3,370
Decatur Youth Symphony	4%	\$1,225	5%	\$1,532	6%	\$1,838	9%	\$2,757
District-Wide Department Heads								
Art Strat, L.A. Strat,								
Social Studies Consultant								
Math or Science Consultant								
Life Plan Skills Consult								
Elem P.E.	4%	\$1,225	5%	\$1,532	6%	\$1,838	9%	\$2,757

Placement on Schedule B, other than at the entry level, shall be determined by:

- A. Placement at steps 2 or 3 shall be determined by prior, relevant experience. Such experience shall be granted on a 1:1 basis; and at the time of placement, the number of years of creditable experience shall be determined and recorded. Placement shall be at the recommendation of the immediate supervisor with the approval of the Director of Human Resources and the appropriate Director of Schools.
- B. Placement at step 4 shall be determined by prior, relevant experience of at least five (5) years. Placement shall be at the recommendation of the immediate supervisor with the approval of the Director of Human Resources and the appropriate Director of Schools.

2003-2004

Driver Training: For all hours not included in assigned responsibilities, driver training teachers shall be compensated at the rate of Twenty Three and 50/100 Dollars (\$23.50) per hour for behind the wheel driving except that whenever a driver training teacher is supervising five (5) or more driver training cars on the driver training range, the compensation shall be at the rate of Twenty Five and 25/100 Dollars (\$25.25). The maximum number of behind-the-wheel driving hours (includes driver training range supervision) permitted is three (3) hours on days when school is in session, and five (5) hours during the summer, on Saturday and other days when school is not in session.

Driver Training: For all hours not included in assigned responsibilities, driver training teachers shall be compensated at the rate of Twenty Four and 25/100 Dollars (\$24.25) per hour for behind the wheel driving: except that whenever a driver training teacher is supervising five (5) or more driver training cars on the driver training range, the compensation shall be at the rate of Twenty Six and 00/100 Dollars (\$26.00). The maximum number of behind-the-wheel driving hours (includes driver training range supervision) permitted is three (3) hours on days when school is in session and five (5) hours during the summer, on Saturday and other days when school is not in session.

**SCHEDULE B  
COMPENSATION FOR SPECIAL ASSIGNMENTS**

At the elementary level:

1. Retain elementary basketball positions as listed in the current Schedule B.
2. In addition to elementary basketball, \$3000 per building will be allocated for activities such as team sports, student council, safety patrol, yearbook, computer club, drama club, pom poms, etc.
3. At the building level, the shared decision-making process will be used to determine allocation of funds. The District-wide Schedule B Committee will review proposals.
4. Criteria used when determining the compensation for supplemental contract are:
  - Length of contract (season).
  - Number of hours worked.
  - Number of students involved.
  - Degree of responsibility and liability.
  - Comparison with other similar positions within and outside the District.
  - Amount of budget and fund raising responsibilities.
  - Compliance with Title IX.
  - Availability of funds.
  - Activity is conducted outside the 27 hours.
5. Elementary supplemental contracts to be presented for Board action should be sent to the District-wide Schedule B Committee by October 1 or February 1.

## **LETTER OF UNDERSTANDING ON SCHEDULE B**

A District-wide Schedule B Committee, co-chaired by a representative of the Board and a representative of the Association, will be formed for the purpose of overseeing the process of developing recommendations, if any, for compensated extracurricular positions. 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 level of Schedule B. The committee shall meet in a timely manner upon request of either chair. Committee recommendations regarding creation, deletions, additions, or modifications to Schedule B positions will be submitted to the Board for consideration. If the committee meets during the employee work day, the Association representatives shall be given release time from their assigned duties.

During the 2003-2004 school year the District-wide Schedule B Committee will study the middle school and high school extracurricular positions. The purpose is to study consistency of job responsibilities and resource allocation. At the end of the 2003-2004 school year the District-Wide Schedule B Committee will make recommendations to the Association and the Board as to possible changes or consolidations.

## **MEMORANDUM OF UNDERSTANDING ON SCHEDULE B APPRAISAL**

The parties agree that a Schedule B Appraisal Committee shall be co-chaired by a representative of the Board and a representative of the Association. 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 level of Schedule B. The committee shall meet in a timely manner upon request of either chair. Committee recommendations regarding an assessment instrument, to include the creation, deletions, additions, or modifications to the Schedule B Appraisal Process will be submitted to the Superintendent for consideration. When the committee meets during the employee work day, the Association representatives shall be given release time from their assigned duties.

## **LETTER OF UNDERSTANDING ON SOCCER STIPEND**

This letter of understanding is not part of the Agreement between the Board of Education and the Decatur Education Association and is not subject to the grievance process. Effective with the 1996-1997 school year, the Middle School soccer stipend reflects a cut in percentage based on review of the length of the season and the fact that soccer is basically an intramural sport. It is agreed, however, that people currently filling these positions will continue to be compensated at the percentage rates that were effective during the 1995-1996 contract. If a coach decides to relinquish the position, that coach will lose the increment.

## **LETTER OF UNDERSTANDING ON ATHLETIC DIRECTORS**

This letter of understanding is not part of the Agreement between the Board of Education and the Decatur Education Association and is not subject to the grievance process.

1. All Athletic Directors will minimally assist the Principal with the assessment of coaches. The Principal will be responsible for the final rating and explanation. Release time will be provided for Athletic Directors if it is necessary to work on the assessment tool.
2. Middle School Athletic Directors will schedule two (2) more contests (or the equivalent) for Girls' Basketball, Boys' Basketball, Girls' Volleyball and Track as per I.E.S.A. guidelines.

## **MEMORANDUM OF UNDERSTANDING ON RETIREMENT INCENTIVE**

This Agreement will become effective only if the following condition is met:

The Association secures from its membership a minimum of 32 irrevocable letters of retirement for those teachers eligible under the terms and conditions of the Retirement Benefit Plan and submits said letters to Human Resources no later than 4:00 p.m. on February 1 of the current school year. Letters of retirement received after the above date will not qualify for this retirement incentive. The number of retirements above the 32 required minimum for the 2003-2004 school year will be credited to the minimum of 32 required for the 2004-2005 school year.

To be eligible the teacher:

- a. Must be at least sixty (60) years of age by the last day of service; or
- b. Must be at least fifty-five (55) years of age with thirty-four (34) years of creditable service as defined by the Illinois Teacher Retirement System; and
- c. Causes there to be no employer contribution or other Early Retirement Option (ERO) costs to the Board.

Upon receipt of an irrevocable letter of retirement, the Board will increase the teacher's salary for that school year as listed in Schedule A of the current contract by twenty percent (20%). The twenty percent (20%) increase does not apply to any additional compensation, i.e., Schedule B, Summer School, Drivers Ed., etc.

The retirement compensation shall be paid as a single lump sum to the employee on or before June 15 of that school year. A teacher electing this Retirement Benefit shall not be eligible for any other retirement benefit under the parties' 2003-2004 or 2004-2005 Agreement. This memorandum of Understanding and all of its terms and conditions will sunset at the end of the

2004-2005 school year and be of no further force and effect thereafter. This Memorandum and its contents shall not constitute the status quo after its expiration.

## **LETTER OF UNDERSTANDING ON SPECIAL EDUCATION**

This letter of understanding is not part of the Agreement between the Board of Education and the Decatur Education Association and is not subject to the grievance process.

1. Special education administrators will make every effort to limit an IEP meeting to two (2) hours. If after two (2) hours all team members agree, the IEP meeting will continue without additional compensation to the employees. With the understanding that the District must make a good-faith effort to find a mutually agreeable time to meet with the parents, the District will make every effort to start meetings as close to the start and end time of the school day as possible.
2. Initial computerized IEP training will be provided to each staff member when the program is available for his or her use. Ongoing technical assistance/training will be provided by the special education administrator, special education computer/assistive technology technician, or designated secretary, upon request. All certified staff will receive a computerized IEP program-training manual. All staff members are expected to utilize the computerized IEP program once it is installed in their building and the initial training has been offered.

Initial data entry for IEPs will be completed by central office staff. Case managers will be responsible for all other input.

Macon-Piatt Special Education District will increase the number of computerized IEP programs available. There will be one computerized IEP program for every three certified staff members. A limited number of laptop computers loaded with the computerized IEP program will be available at the special education central office or Piatt County office for staff to schedule to use. A laptop will also be available for backup in case of computer failure within a building.

3. Special education case load/class size will be determined based on ISBE guidelines and administrative recommendations. The chart and additional language from rules and regulations will be shared with building administrators and included in the "Opening of School" packet given to all certified special education staff at the beginning of the school year.
4. Each tenured 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 SEA.

## **LETTER OF UNDERSTANDING ON YEAR-ROUND SCHOOL**

If the Board of Education should decide on operating a year-round school (classes meet throughout the twelve (12) months, instruction every nine (9) weeks then off three (3) weeks), staff will be selected based on the instructional focus of the building.

If the building requires new construction, staff will be provided an opportunity to contribute ideas regarding the physical layout and construction of the building. Attendance at meetings of this nature will receive no special compensation, only released time from regular duties.

If contract language between the DEA and the Board of Education 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. Committee recommendations will be submitted to the Board for final determination.

## **LETTER OF UNDERSTANDING ON KINDERGARTEN REGISTRATION**

This letter of understanding is not part of the Agreement between the Board of Education and the Decatur Education Association and is not subject to the grievance process.

Kindergarten teachers will conduct individual interviews by appointment with incoming students/parents during the two (2) first full days of school.

Office personnel will be asked to mail to the parents of kindergarten students registration information and letters which instruct them to call the school and set up appointments for individual interviews with the teachers.

Parents of students who have not pre-registered will be interviewed on Registration Day, if possible, or will be scheduled for appointments on the first two (2) full days of school, if time is not available on Registration Day.

The teacher will schedule one-half (1/2) of the kindergarten students within the class to attend on the third day of school; the other half will be scheduled for the fourth full day of school. All kindergarten students will begin attending on the fifth day of school.

### **LETTER OF UNDERSTANDING ON TITLE I**

This letter of understanding is not part of the Agreement between the Board of Education and the Decatur Education Association and is not subject to the grievance process.

At each Title I school site, Title I certificated teachers will be represented by a Title I teacher on any committee that makes recommendations regarding the allocation of Title I funds at the building level. Committee recommendations will be forwarded to the Director of Title I.

The parties acknowledge that nothing herein shall be construed to hinder or limit the right of the Board or its designees to allocate funds as outlined in the Federal Guidelines for Title I disbursement.

### **LETTER OF UNDERSTANDING ON BOARD CREDITS**

Employees shall not be required to earn Board credits pursuant to Adm. Reg. 709-01.

### **LETTER OF UNDERSTANDING ON STUDENT DISCIPLINE**

This letter of understanding is not part of the Agreement between the Board of Education and the Decatur Education Association and is not subject to the grievance process. However, it is a result of the Board of Education Negotiation Team's renewed commitment to adhere to the safety and discipline language in the contract, and the belief that administrators must provide support and protection. The Board will give every consideration to the Discipline Action Group Recommendations which were presented to the Board on February 28, 1995, subject to budgetary constraints.

### **LETTER OF UNDERSTANDING ON IMPLEMENTATION OF ELEMENTARY AND SECONDARY EDUCATION ACT**

This Letter of Understanding is not a part of the parties' collective bargaining agreement, and consequently, is not subject to the grievance process found therein.

The parties agree to a standing ESEA Committee, co-chaired by a representative of the Board and a representative of the Association. 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 meet regularly at times agreed to by the co-chairs. The committee will study and review mandates of ESEA and provide input on implementation strategies.

## **LETTER OF UNDERSTANDING ON TUITION WAIVERS**

This letter of understanding is not part of the Agreement between the Board of Education and the Decatur Education Association and is not subject to the grievance process.

1. Tuition Waivers are provided to the District by participating universities. Waivers will first be offered to teachers who have supervised university students in an educational clinical experience program sponsored by the institution offering the waiver. The District will following the guidelines required by the providing university before excess waivers are determined.
2. Teachers will apply for the excess tuition waivers through the District LPDC. The District LPDC will recommend a list of teachers for awarding of the waiver to the Assistant Superintendent, who will process the awards.
3. Teachers awarded tuition waivers must meet the providing university's enrollment requirements.
4. The number of excess waivers will vary from year to year and only the number of waivers available will be awarded.
5. If a participating university discontinues the tuition waiver process with the District, the awarding of waivers for that university will be discontinued.