

Agreement Between
Danville Community
Consolidated
School District No.118

and

Danville Education
Association, IEA-NEA

2012-2015

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**Agreement Between
Danville Community Consolidated
School District #118
and
Danville Education Association, IEA-NEA**

Article I - Recognition and Scope of Agreement

1.1 Preamble

This Agreement is made and entered into July 1, 2012 by and between the BOARD OF EDUCATION OF DANVILLE COMMUNITY CONSOLIDATED SCHOOL DISTRICT NO. 118, Vermilion County, Illinois, hereinafter called the Board and the DANVILLE EDUCATION ASSOCIATION, an affiliate of the Illinois Education Association and the National Education Association, hereinafter called the Association.

1.2 Purpose

It is the purpose of the parties hereto, in entering into a written Agreement, to set forth the basic understandings between the parties in order to jointly fulfill the mutual professional objective of providing the best possible education for the pupils of the School District.

1.3 Recognition

The Board herein recognizes the Association as the sole and exclusive bargaining agent for all full-time and part-time certificated and non-certificated employees.

- A. The Board herein recognizes the Association as the sole and exclusive bargaining agent for all full-time and part-time certificated personnel and full-time and part-time teaching assistants, monitors, interpreters for the hearing impaired, JROTC instructor(s), non-certified school nurse(s), speech para professional(s), home care intervention coordinator, and attendance/hearing officer(s). The following classifications are specifically excluded:

- Superintendent
- Associate Superintendent
- Principal
- Assistant Principal
- Associate Principal
- Director of Human Resources
- Director of Buildings and Grounds
- Director of Business/Finance
- Director of Food Service
- Director of Special Education
- Director of Educational Support Programs

Substitutes
Director of Technology/Information Systems
Warehouse Manager
Transformation Officer
School Administration Managers

And all classifications excluded as supervisory, confidential, managerial, or short-term as defined by the Illinois Educational Labor Relations Act. This exclusion shall not include employees hired to replace an employee on an approved leave of absence of one (1) full semester or longer; however, Article 7.4 shall not apply to such employees.

- B. The Board herein recognizes the Association as the sole and exclusive bargaining agent for all full-time and regular part-time secretaries and clerical employees including learning resource clerks, information system technicians, and the secretaries to the building principals. The following classifications are specifically excluded:

Secretary to the Superintendent and Board of Education (1)
Secretary to the Superintendent (1)
Secretary to the Superintendent/Purchasing Clerk(1)
Secretary to the Associate Superintendent for Instruction (2)
Secretary to the Director of Business/Finance (1)
Secretary to the Director of Human Resources (2)
Secretary to the Director of Buildings and Grounds (1)
Substitutes
Treasurer (1)
Payroll Clerk (1)

And all classifications excluded as supervisory, confidential, managerial, or short-term as defined by the Illinois Educational Labor Relations Act. This exclusion shall not include employees hired to replace an employee on an approved leave of absence of one (1) full semester or longer; however, Article 7.4 shall not apply to such employees.

- C. Also excluded are any employees represented by a different exclusive bargain representative.
- D. Also excluded are supervisory, managerial, and confidential employees as such terms are defined by the Illinois Educational Labor Relations Act.
- E. Also excluded are short-term employees as found in Section IIB of the Illinois Educational Labor Relations Act. This exclusion shall not include employees hired to replace an employee on an approved leave of absence of one (1) full semester or longer; however, Article 7.4 shall not apply to such employees.
- F. The term employee when used hereinafter in this Agreement shall refer to all employees represented by the Association in the Bargaining Unit as determined in Article I, Section 1.3, Paragraphs A,B, and D.

- G. The term teacher when used hereinafter in this Agreement shall refer to all certificated employees who are not Educational Support Personnel (ESP) represented by the Association in this bargaining unit.
- H. The term teaching assistant when used hereinafter in this Agreement shall refer to all Educational Support Personnel represented by the Association as determined in Article I, Section 1.3, Paragraphs A.
- I. The term secretary when used hereinafter in this Agreement shall refer to all employees represented by the Association in the Bargaining Unit as determined in Article I, Sections 1.3B.

1.4 Challenges to Recognition

An organization challenging the exclusive representation rights of the Association shall have the right to proceed to have an election conducted in accordance with provisions of the Illinois Educational Labor Relations Act.

1.5 Provisions

- A. Provisions of this Agreement shall be exercised in conformity with all powers, rights, authority, duties and responsibilities conferred upon and vested in the Board by the statutes of the State of Illinois.
- B. This Agreement, upon ratification, supersedes all prior Agreements. The terms and conditions may be altered, or modified only through the voluntary, written, mutual consent of the parties. The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties.
- C. This Agreement and any subsequent changes shall be incorporated into the Board Policies of the Danville Community Consolidated School District No. 118, and shall be a part of the said policies during the duration of this Agreement.
- D. No terms or conditions in an individual employee contract will be inconsistent with this Agreement.
- E. Should any Article, Section or Clause of this Agreement be declared illegal by a court of competent jurisdiction, said Article, Section or Clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law. The remaining Articles, Sections, and Clauses shall remain in full force and effect for the duration of the Agreement. The parties will meet in an effort to reach agreement on a modification, which will be in compliance with the law.

1.6 Scope

The Board and the Association agree that negotiations in good faith will encompass the following items as outlined in Section IV of the Illinois Educational Labor Relations Act: wages, hours, terms and conditions of employment and policy matters directly affecting wages, hours, terms and conditions of employment as well as the impact thereon, upon request by the Association. Nothing herein limits either Party's bargaining rights under the law.

Article II – Modification of the Agreement

2.1 Notice

- A. Either party desiring to negotiate a successor Agreement shall give the other party a written notice no later than April 1 of the last year of the Agreement. This notification will serve as a demand to bargain pursuant to the Illinois Educational Labor Relations Act. The parties shall meet by April 15 to exchange all specific changes and additions unless both parties agree to an alternate date. Meetings shall be held as necessary at times and places agreed to by both parties.
- B. Each team shall be responsible for selecting its negotiators, with the total for each team not to exceed twelve (12) persons, of which a majority shall be from within the District. The parties mutually pledge that representatives selected by each shall have the authority to make proposals, consider proposals, and compromise in the course of negotiations. It is recognized that no final agreement between the parties may be executed without ratification by the Board and the Association.
- C. The Board and the Association agree that negotiations shall be conducted and entered into with good faith and will encompass the following items as outlined in Section IV of the Illinois Educational Labor Relations Act: wages, hours, terms and conditions of employment and policy matters directly affecting wages, hours, terms and conditions of employment as well as the impact thereon. However, the Board shall not be required to bargain over matters of inherent managerial policy, which shall include such areas of discretion or policy as the functions of the employer, standards of service, its overall budget, the organizational structure, and selection of new employees and direction of employees.
- D. The Superintendent shall make available to the Association pertinent documents to aid the Association in the conduct of negotiations. These shall include the seniority lists, the proposed budget, salary scattergrams of the placement of bargaining unit positions on the salary schedule, financial audits, tentative budget and allocations which are readily available, and 10 copies of the Staff Directory. Nothing herein shall require the Board or administration to research and assemble such information. If, for economic reasons, the Board does not cause a Staff Directory to be printed, copies will not be made available to the Association.
- E. The parties have the right to utilize the services of consultants, lay and professional, in deliberations.

2.2 Mediation

- A. If an agreement is not reached within sixty (60) calendar days after commencement of negotiations and within ninety (90) days of the commencement of the forthcoming school year, either party may call for the assistance of a mediator from the Federal Mediation and Conciliation Service. A written request for mediation by one party shall be considered a joint request

for mediation, and the other party shall join in the request. If a mediator is unavailable from the Federal Mediation and Conciliation Service, the parties shall meet within five (5) days to mutually agree upon a mediator. The parties agree to meet with the mediator at times and places as deemed necessary in order to reach agreement. The mediation process shall not exceed thirty (30) calendar days from the date after the arrival of the mediator, unless mutually agreed upon. After the mediation process, the Board and the Association shall make their final positions clear.

- B. At the time of mediation neither party will retrogress from positions taken, provided they were tentatively agreed upon and signed by the parties.
- C. Any fees and expenses of the Mediator shall be shared equally by the Association and the Board.

Article III - Assignments/Transfers

3.1 Assignments

- A. Changes: Employees will be informed of any planned changes in their previous school year's work assignment, when such changes are known to the administration. Employees will be entitled to a conference with the building principal to discuss the new assignment. A change in work assignment will be based on, but not limited to, space availability, experimental or innovative programs, budgetary limitations, staff reductions, or student enrollments, but no changes will be made arbitrarily. An employee will be given the opportunity to appeal directly to the Associate Superintendent and to resign if the employee considers the assignment unsatisfactory.
- B. Notice: Each employee will be given his/her tentative work assignment prior to the end of the school year.
- C. At the high school only, when a head coaching position is posted, the assistant coaching position(s) for that sport will also be posted immediately after the head coach is hired.

3.2 Vacancies

- A. Regular notices of all vacancies and promotions shall be sent to all buildings. These will be posted in a conspicuous location available to all employees. Records of these notices will be maintained at the District's Administration offices when not available at a school building because the building is not in use.
- B. When a secretarial vacancy occurs, each secretary meeting the qualifications for the vacancy may apply for the position and shall be guaranteed an interview. Internal applicants will be interviewed before the vacancy is posted externally. If requested by the secretary, written reason(s) for non-selection will be provided to him or her.

3.3 Transfers

- A. Voluntary: Any employee may apply for transfer to another building where a vacancy occurs or for a position for which (s)he is legally qualified by filling out the District transfer form.

Denial of requests and the reason for the denial shall be in writing. Each transfer request will be on file for one year from the date of the request.

- B. Involuntary: The Board shall retain the right to involuntarily transfer an employee to a different building, either temporarily or permanently. These involuntary transfers that result in relocating an employee in another building shall be made only in cases of emergency or for the prevention of undue disruption of the instructional program or to allow the Board to comply with the law of school desegregation. Employees involuntarily transferred will be given in writing the reasons for the transfer, the name of the person requesting the action be taken, and except in an emergency, be given a minimum of thirty (30) days notice before the effective date of the transfer. An employee will be given the opportunity to appeal directly to the Associate Superintendent and to resign if the employee considers the assignment unsatisfactory.
- C. Building Closings and Reductions in Positions: If any school building is to be closed or the total number of positions reduced, the Superintendent, or his/her designee, will discuss tentative plans with the Association President forty-five (45) days before the end of the current school year.
- D. The Board shall fill vacancies and make assignments and transfers (both voluntary and involuntary) in accordance with Section 24-1.5 of the School Code. In the event Section 24-1.5 is amended this item D shall be void and the parties shall meet and confer over what, if anything, shall be instituted in its place.

Article IV - Working Conditions

4.1 School Calendar

The Board shall adopt a school calendar, both traditional and balanced, of not more than 185 days.

Teachers and teaching assistants shall not be required to be in attendance more than 180 days. Unused emergency days shall not become attendance days. A teacher or teaching assistant, not on approved leave, who does not work 180 days shall be docked 1/180 of his/her salary schedule amount. Teachers and teaching assistants on extended contract will be paid a daily rate based on 1/180 of his/her salary schedule amount.

The secretary work calendar will be determined by the number of workdays his/her position requires as per Appendix B which is attached to and made part of this Agreement. If the Board reduces the work year of a particular position, the affected secretary shall receive notification of such reduction at least forty-five (45) days prior to the end of the school year.

Any secretary, not on approved leave, who does not work the full length of his/her calendar, excluding emergency days, shall be docked at his/her daily rate according to his/her number of workdays. Any secretary on extended contract will be paid at his/her daily rate according to his/her number of workdays.

Any secretary requested to work outside of his/her regular work calendar shall, at the secretary's option, be paid at his/her daily rate or receive equal compensatory time.

4.2 Workday

The workday for teachers and teaching assistants will not exceed 7.25 hours excluding a duty-free lunch period. The workday shall begin no earlier than 7:00 a.m. and end no later than 4:30 p.m. except when the teacher or teaching assistant is working in an alternative educational program that provides for a student day that is different from the regular student day, or when the parties agree to a specific alternate schedule. The Board reserves the right to restructure the employee workday according to the terms of the contract.

The workday for secretaries will not exceed eight (8) hours excluding a duty-free lunch period. The employee workday shall begin no earlier than 7:00 a.m. and end no later than 5:00 p.m. unless the parties agree to a specific alternate schedule.

4.3 Lunch Periods/Breaks

- A. Each employee shall be entitled to and allowed a duty-free lunch period equal to the regular lunch period of each school but not less than thirty (30) consecutive minutes in duration in each school day.
- B. Secretaries and teaching assistants shall be entitled to and allowed two (2) fifteen (15) minute duty-free breaks each workday. These breaks shall be scheduled one (1) break before 12:00 noon and one (1) break after 12:00 noon with the specific schedule determined by the principal. The principal and ESP may agree on an alternate schedule, provided such alternate schedule is not precedential and the total break time per day remains 30 minutes.

4.4 Class Size

- A. The Board recognizes that teacher-pupil ratio is an important aspect of an effective educational program. Therefore, the Board shall attempt to maintain the following class sizes:

K-3rd grade: 21 students

4th-5th grade: 25 students

Using the September enrollment figures and monthly enrollment figures thereafter, the Board agrees that when a K-3 class reaches twenty-five (25) students, the Board will affect one, or a combination, of the following options listed below. When a 4-5 class exceeds twenty-eight (28) students, the Board will affect one or a combination of the options listed below.

1. Employ additional teacher(s);
 2. Intra-building reassignment or rescheduling of students;
 3. Transfer of students to another attendance center;
 4. Employ half-time or full-time teaching assistants;
 5. Reassign staff.
- B. The Board recognizes that students with special needs (LD, BD, vision or hearing impaired, and mild/moderate/severe/mentally impaired) need special attention to reach their highest educational potential.

When these students are placed in the regular classroom, special consideration will be given in determining class size. A teacher or teaching assistant will remain in the classroom with the student(s) if appropriate according to the student(s)' IEP.

4.5 Lesson Plans

Teachers will prepare written lesson plans that contain the objectives, the activities, the materials, the state standard, and the assessment to be used. The Board agrees that the method used to plan classroom activities shall be at the discretion of the employee, subject to reasonable and professional supervision.

4.6 Classroom Planning Time

All full-time teachers shall be relieved from duties during student attendance hours on a daily basis for the purpose of planning, at least as follows:

High School: one class period

Middle School: one class period for individual planning time. One common class period for daily team planning time.

Elementary School: thirty (30) consecutive minutes during pupil attendance hours; three days each work week, forty-five to fifty-five minutes outside pupil attendance hours; two days a week, forty-five minutes outside pupil attendance hours for Unit Planning/building meetings/in-service.

Part-time teachers will be given planning time on a percentage basis equal to their ratio of part-time hours to full-time hours.

The teacher workday in any given building will not be extended to accomplish these purposes.

4.7 Teaching/Supervisory Periods/Class Load

- A. During the term of this Agreement, no high school teacher shall have more than three (3) required preparations per semester, unless necessary to maintain curriculum, and then only with the consent of the teacher. No high school teacher will be assigned more than five (5) teaching/supervisory periods

per day. For the purpose of this Section, a teacher's advisory period will not be considered a preparation.

The total pupil load for senior high school classes of English, foreign language, math, social studies and science shall not exceed 150 pupils per day per semester. For the purpose of this Section, a teacher's advisory period enrollment will not be included in the 150 pupil load limit.

- B. The total pupil load for middle school classes shall not exceed 170 pupils per day per semester. Each class period of students will be counted toward the total pupil load. This total pupil load applies to core teachers (language arts, mathematics, social studies, science and special education). A teacher's advisory period enrollment will not be included in the 170 pupil load limit.

4.8 Internal Substitution

- A. At the discretion of the building administrator, teachers will be given the opportunity to voluntarily substitute during their personal plan period. Teachers at each building desiring to participate shall enroll in the program and the list of teachers shall be prepared. Preference will be given to common subject area teachers. The opportunity to substitute shall be equitably distributed. Teachers who do not enroll in the program may be asked to substitute when enrolled teachers are not available or in emergency situations. Teachers will be paid \$20 for each plan period used to substitute for another teacher.
- B. No student teacher, teaching assistant, or secretary shall be required to substitute for a teacher. Teaching assistants who hold a valid teaching certificate may be asked to serve as a substitute for a teacher in the case of an emergency. If this teaching assistant agrees to substitute, (s)he will be paid for the period of substitution at either his/her regular salary or the substitution rate, whichever is greater.

4.9 Selection of Unit/Division Leaders

Vacancies for Unit/Division Leader positions shall be posted within the building. Unit/Division Leaders shall be selected by the principal. Prior to the decision, each member of the unit/division will be contacted by the principal to determine whether (s)he is interested in the position and to provide for his/her input into the selection process.

4.10 Parent-Teacher Conferences

Special times may be scheduled by the Board for K-12 parent-teacher conferences. If an employee's workday is lengthened due to the flexible scheduling of such conferences, the employee is entitled to and allowed a comparable amount of compensatory time on the Board-scheduled conference day. Any employee who does not voluntarily work the extended hours shall be required to work his/her regular hours on the Board-scheduled conference day.

4.11 Requisitions

Each employee will be given the opportunity to submit requisitions for instructional materials and supplies. The initiating employee(s) shall be informed by the building principal of denied requisitions within 10 school days.

It is recommended that each building principal meet with appropriate instructional leaders to discuss the allocation of funds.

Employees new to the District will be instructed concerning the requisition procedures at the time of employment or during the preschool orientation.

A list of materials and supplies that are available in the district warehouse shall be available in each building principal's office and shall be updated monthly. The list will also be posted on a bulletin board near employees' post boxes.

4.12 Consultation with Respect to the Instructional Program

Representatives of the administration and the Association shall confer from time to time for the purpose of considering suggestions to the Board for appropriate texts, laboratory and shop equipment, art supplies, athletic equipment, current periodicals, standardized tests, guidance materials, and other necessary tools for the education of students. Further, the parties agree that efforts shall be continued to seek and use textbooks and supplementary reading materials, which contain the contribution of minority groups to the development of the United States. When any multi-building committee concerning the instructional program is established, the Association shall have the right to appoint at least two employees to said committee.

4.13 Administration of Medicine at School

Medication may be given to a child in an emergency, or for the critical health and well being of the student if it is required for the child to remain in daily attendance or as a necessity. The administration of medicine at school shall be done according to the procedure outlined in the District 118 Policies and Procedures Manual.

Under no circumstances shall employees, other than certified school nurses/registered nurses, be required to administer medication to students.

4.14 Crossing Guard Duty

The Administration shall first seek teaching assistant volunteers to perform crossing guard duties before assigning such duties. If a teaching assistant is assigned crossing guard duty by his/her immediate supervisor, the assignment will be effective for no more than one (1) semester each school year, if possible, unless a different assignment schedule is agreed upon by the teaching assistants involved. The Administration shall continue to provide the necessary safety equipment for crossing guards.

4.15 Building Equipment and Classroom Supplies

The Board will provide adequate supplies to assist teachers in effectively educating all students.

4.16 Transporting/Lifting Students

The Board and the Association agree no employee will be required to transport a student in his/her personal vehicle, other than teaching assistants with job duties that specifically require them to do so. Any employee, upon prior approval, who agrees to transport students, shall be paid mileage at the mileage rate found in Article XII, Section 12.5(A). No employee will be required to lift a student without the assistance of at least one other employee.

Any teaching assistant who has a specific job requirement to transport students in his/her personal vehicle will be reimbursed up to \$75 (seventy-five dollars) each semester for additional car insurance costs. The teaching assistant will present evidence of insurance costs to the Human Resource Office prior to receiving reimbursement.

4.17 Learning Resource Clerk Assignments

Each elementary school (K-5) and middle school shall have at least one full-time learning resource clerk assigned.

Article V - Employee Evaluation

5.1 Objective

The parties agree that the primary objective of evaluation is to improve the quality of instruction/performance. The district agrees to comply with the requirements of the Performance Evaluation Reform Act.

5.2 Orientation

- A. The principal, immediate supervisor, or administrative personnel shall orient all employees under his/her supervision to the evaluation procedures within the first five (5) weeks of the initial workday, and advise each employee as to who shall observe and evaluate him/her. The employee will be given supervisory assistance with areas of concern prior to the written evaluation.
- B. Each employee will receive a copy of the evaluation instrument at the beginning of the school year.

5.3 Frequency

- A. Tenured teachers will be evaluated at least once in the course of every two (2) years.
- B. Non-tenured teachers will be evaluated at least twice a year.

- C. Teaching assistants and secretaries who have worked one year or more shall be evaluated at least once in the course of every two years.
- D. Teaching assistants and secretaries who have worked less than one (1) year shall be evaluated within the first sixty (60) days and at least one other time during the first year.

5.4 Procedure

A. Teachers

- 1) The evaluator shall observe the actual performance of the employee and shall make direct observation of the employee prior to each written evaluation. Information/data included from sources other than the evaluator shall be discussed with the employee prior to being placed in the evaluation.
- 2) A planning conference will be held prior to any formal observation and the certified staff member shall complete a pre-observation conference document prior to the conference. At the conference both the administrator and staff member shall discuss the pre-observation document and set a date and time for the formal observation. A post observation conference will be held with the employee following each formal observation. A final evaluation conference will be held with the employee prior to submitting the evaluation forms to the Human Resources Office. Signatures of the employee and the supervisor are required.
- 3) Whenever a tenured teacher receives an overall "Needs Improvement" evaluation, a meeting between the evaluator and the employee will be held prior to the development of a Professional Improvement Plan. A Professional Improvement Plan will be limited to indicators marked "Needs Improvement" or "Unsatisfactory" on the initial evaluation.
- 4) Certified employees on a Professional Improvement Plan or Remediation Plan will be given release time for necessary professional development and the District will pay for any district mandated professional development workshops. The District will provide the certified employee with specific suggestions for improvement.
- 5) In the event that the employee feels his/her formal written evaluation/progress report was incomplete or inaccurate, or unjust, (s)he may put his/her objections in writing and have them attached to the evaluation report to be placed in his/her personnel file. A certified employee in contractual continued service receiving a Needs Improvement or Unsatisfactory summative evaluation may be granted, upon request, a second evaluation with a different evaluator at the sole discretion of the Superintendent or his/her designee. The signatures of the employee and the supervisor shall appear on all written objections, prior to being placed in the employee's personnel file.

B. Secretaries and Teaching Assistants

- 1) Written evaluations of employees will utilize the agreed upon ESP Evaluation Instrument adopted by the Board.

- 2) An evaluation conference will be held with the employee prior to submitting the evaluation forms to the Human Resources Office. Signatures of the employee and the supervisor are required. Whenever an employee receives an overall unsatisfactory rating, a follow-up conference will be held no later than four (4) weeks after the evaluation to detail the employee's progress in correcting deficiencies noted on the written evaluation. A written progress report of the conference shall be made with copies distributed to the employee, supervisor and Human Resources Office.
- 3) The employee shall be given a copy of the evaluation.
- 4) In the event that the employee feels his/her formal written evaluation/progress report was incomplete or inaccurate, or unjust, (s)he may put his/her objections in writing and have them attached to the evaluation report to be placed in his/her personnel file. The signatures of the employee and the supervisor shall appear on all written objections, prior to being placed in the employee's personnel file.
- 5) Any non-certified employee receiving an unsatisfactory or needs improvement evaluation shall be placed on an improvement plan. The improvement plan will specify deficiencies in performance and will give the employee specific and measurable objectives for improvement.

5.5 Evaluation By Central Administrator

Where a central administrator evaluates an employee not under his/her direct supervision, the employee will be provided with a copy of the written evaluation. Placement of the evaluation in the personnel file shall be within fourteen (14) school days of the observation. Written evaluations of employees will be based on a reasonable period of observation of that employee in the performance of his/her duties.

5.6 Self-Evaluation

Self-evaluation will be completed at the employee's option.

5.7 Consulting Teachers

The parties agree that the Association may, if it so chooses, supply a roster of qualified teachers from whom the consulting teacher is to be selected. The roster shall, however, contain the names of at least five (5) teachers, each of whom meets the criteria for consulting teacher with regard to the teacher being evaluated, or the names of all teachers so qualified if that number is less than five (5). The designation of a consulting teacher will be through mutual agreement between the administration and the consulting teacher. No teacher will be required to serve as a consulting teacher.

Article VI - Leaves

6.1 Sick Leave

- A. Each employee shall be entitled to sick leave days each school year without loss of pay. Those employed on a basis less than full-time shall be entitled to partial days of leave in direct proportion to time contracted. If during the school year, any employee does not use the full amount of annual sick leave thus allowed, the unused number of days shall be allowed to accumulate indefinitely. Employees may use all accumulated sick leave, if needed, during a single year at full pay. Sick leave shall be granted as follows:

Contractual Year	Sick Leave Days
180-189 days	13 days
190-209 days	14 days
210-219 days	15 days
220-236 days	16 days
237+ days	17 days

- B. Sick leave shall be interpreted to mean personal illness, treatment, diagnostic services, quarantine at home, or serious illness in the immediate family (parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians), or in the household; also absence for armed forces physical examination.
- C. Teachers absent for one half (1/2) day or less shall be charged one half (1/2) day of sick leave.
Teaching assistants and secretaries absent for one half (1/2) day or less but more than one fourth (1/4) day shall be charged one half (1/2) day of sick leave; those absent for one fourth (1/4) day or less shall be charged one fourth (1/4) day of sick leave.
- D. The Board may require a physician's certificate, or if 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) consecutive days for personal illness, or when there is evidence of misuse of sick leave as defined in Paragraph "B" above.
- E. Any employee may voluntarily donate sick leave days to an employee who has exhausted his/her accumulated sick leave and is facing a personal catastrophic medical condition. A catastrophic medical condition is an illness or injury which is severe, acute, and may be life threatening. For such conditions if treatment is not immediately rendered, complications may result which are sufficiently severe to jeopardize the patient's full recovery and return to good health.

Examples of such conditions are, but are not limited to, the following: severe blood loss, loss of consciousness, multiple fractures, heart attacks, etc.

The Superintendent or his/her designee may approve sick leave donation(s) for instances other than personal catastrophic medical condition(s) on a case-by-case basis.

6.2 Business Leave

The Board and Association agree that two (2) days of sick leave may be used for business leave for the purpose of personal business which cannot be performed other than during school hours. Business leave is defined as personal business other than recreation, pleasure, or vacation, but the employee has the right to maintain confidentiality of the reason if (s)he so desires. The employee shall submit the request for business leave to the principal's office at least five (5) days prior to the date of the leave except in cases of emergency. In case of emergency (less than five (5) days prior to the leave) the building principal or his/her designee shall be personally notified prior to the leave.

The use of business leave the day before or after a school holiday, during teacher institute or employee workshop days, and/or during the first and last week of school is subject to administrative approval.

6.3 Leave for Death in the Family

Each employee shall be entitled to a leave without loss of pay during each school term as follows:

Death within the immediate family (parents, spouse, brothers, sisters, children, grandparents, grandparents-in-law, grandchildren, parents-in-law, sisters-in-law, brothers-in-law, and legal guardians), or members of the household: three (3) days leave and an additional two (2) days if necessary. Such additional days will be charged to sick leave.

The Board will continue its practice in affording employees bereavement leave when a miscarriage occurs.

Death of near relative or relative by marriage (aunt, uncle, nephew, niece, first cousin): one (1) day at full pay and an additional two (2) days charged to sick leave.

6.4 Parental Leave

- A. Upon application an employee shall be eligible for parental leave without pay for a period not in excess of one (1) year.
- B. Application for parental leave must be given to the Superintendent, or his/her designee, no less than sixty (60) calendar days prior to the last day (date) of active employment except in cases of medical emergency.
- C. Application for parental leave must include the following:

1. Starting date of the leave.
 2. Expected length of the leave.
 3. Date of return.
- D. Application for parental leave, based on a medical emergency, must include the following:
1. Starting date of the leave.
 2. Expected length of the leave.
 3. A physician's statement certifying the medical emergency.
 4. Date of return.
- E. An employee may use a combination of sick leave (6 weeks) and parental leave which shall not exceed one (1) school term. Any absence beyond sick leave (6 weeks) shall be without pay unless a physician's certificate dictates that additional time is necessary for recovery.
- F. When an employee has been granted a parental leave, the Board shall have no obligation to return said employee to a position until the leave period expires.

6.5 Childbirth/Recovery

Childbirth/recovery is classified as a temporary disability, which is a maximum period of six (6) weeks after giving birth. Beyond the date six (6) weeks after giving birth said temporary disability shall require certification of the attending physician. An employee may elect to use her accumulated sick leave during the six (6) week childbirth and recovery period without loss of pay.

If an employee elects to use her sick leave during childbirth/recovery, she shall return to work after a six (6) week temporary disability period has expired unless a physician's certificate dictates that additional time is necessary for recovery.

6.6 Adoptive Leave

- A. Upon application an employee shall be eligible for adoptive leave without pay for a period not in excess of one (1) year.
- B. Notification for adoptive leave must be given to the Superintendent, or his/her designee, at the time of application for adoption. The applicant shall keep the Superintendent, or his/her designee, apprised of the progress of the application for adoption.
- C. Application for adoptive leave must include the following:
 1. Expected starting date of the leave
 2. Expected length of the leave
 3. Date of return (shall be at beginning of a semester or grading period)
- D. The Board understands that there may have to be adjustments in the expected starting and length of leave, depending on the status of the adoption.
- E. When an employee has been granted an adoptive leave, the Board shall have no obligation to return said employee to a position until the leave period expires.

6.7 Extended Leave for Personal Reasons

If a suitable replacement is available, the Board shall grant a leave of absence without pay to a maximum of six (6) employees upon the employee's request for a semester or a period not to exceed one (1) year. The reasons for such leave shall include furthering education, travel, family obligations, working/teaching in a foreign country, or employment outside of education such as business or industry. Applications must be received by May 1 of the year preceding the commencement of the leave. Applications received after May 1 shall be given consideration by the Board, but the Board is not obligated to grant approval for applications received after May 1 of the year preceding the commencement of the leave. In the case of more than six (6) applicants, seniority in the District shall be used to determine the order to be used in granting such leaves. The period of leave shall not be considered for advancement on the salary schedule but the employee will return with full employment rights. Prior to March 1 of the year in which the leave terminates, an employee granted this leave must notify the Superintendent in writing of his/her intention to return to the District.

6.8 Religious Leave

Employees shall be granted temporary leave of absence, not in excess of two (2) school days during the school year, for such religious observances that are required by an overriding church or religious practice to abstain from working the regular scheduled hours on such day(s).

No deduction shall be made from the salary or benefits of personnel as a result of the use of religious leave.

Notification for religious leave must be submitted to the Superintendent or his/her designee at least six (6) school days prior to the religious observance.

6.9 Convention Leave

A maximum of fourteen (14) official Association delegates to the IEA-NEA Representative Assembly shall be allowed a maximum of three (3) days leave each without loss of pay, provided the Association reimburses the Board the cost of substitutes for those delegates. The Association agrees to supply names of delegates and dates of the leave to the Director of Human Resources and the building principal(s) affected at least seven (7) days prior to such leave, except in cases of emergency where an alternate replaces an original delegate.

6.10 Association Leave

The Association shall be granted twenty (20) Association days, provided the Association reimburses District #118 for the cost of the substitute. This reimbursement shall be at District #118's prevailing substitute rate. An Employee utilizing the day(s) must have written approval of the Association President prior to taking the leave. The Association agrees to supply names of Employees and dates of

the leave to the Director of Human Resources and the building principal(s) affected at least seven (7) days prior to such leave. In cases of emergency situations where the Association President would not be able to give seven (7) days notice, the Director of Human Resources, or his/her designee will be personally notified prior to the leave.

Additionally, any portion of Convention Leave which has not been used may be used as Association days.

In addition, the President of the Association or his/her designee shall have twenty (20) leave days in order to attend to the business of the Association, provided the Association reimburses District #118 for the cost of the substitute. This reimbursement shall be at District #118's prevailing substitute rate. Presidential leave shall be without loss of pay/benefits.

6.11 Employees on Leave - Insurance

A. Employees shall be entitled to twelve weeks of unpaid leave pursuant to the Family and Medical Leave Act of 1993. The Board shall continue to pay the employee's health insurance premiums for up to twelve weeks while the employee is on such leave. The Board shall otherwise comply with the provisions of the Family and Medical Leave Act of 1993.

After 12 weeks, any employee on a Family and Medical Leave shall have a right to participate in the District's group health and life insurance program at his/her own expense. Premiums must be paid by the first day of each month. The employee on leave is responsible for keeping premium payments current. The employee shall be given notification of delinquent insurance payments at least five (5) working days prior to being dropped from coverage.

B. Except as provided above, any employee on approved unpaid leave of absence shall have a right to participate in the District's group health and life insurance program at his/her own expense.

6.12 Secretary Vacation

Secretaries who work twelve (12) months shall be eligible for paid vacation as follows:

After 1 year 5 days

After 2 years 10 days

After 5 years 15 days

Vacation leave for beginning secretaries with less than one (1) year of in-district employment shall be the percentage of five (5) days as the percentage of year worked.

Twelve month secretaries will be allowed to accumulate no more than twenty (20) vacation days and receive full payment for such time when (s)he resigns/retires,

provided that any secretary having accumulated more than twenty (20) days as of the beginning of the 1990-91 school year shall not have such days reduced except to the extent that such days beyond 20 are used. This usage shall adjust the maximum accumulation of vacation days.

Twelve month secretaries shall not be required to use vacation days when schools are closed for weather-related emergencies. Such secretaries will suffer no loss of pay or benefits.

If a secretary is asked and agrees to work on a day when schools are closed for a weather-related emergency, said secretary will be allowed comparable compensatory time equal to time worked.

Article VII - Employee Protection

7.1 Nondiscrimination

The Board and the Association agree that they will not practice discrimination or illegal discrimination nor will they discriminate nor illegally discriminate against any employee because of race, creed, color, national origin, religion, gender, sexual orientation, or marital status. The Board agrees that it will not discriminate or illegally discriminate against any employee because of Association membership, non-Association membership, participation in negotiations, or adjustment of grievance.

7.2 Right to Representation

When any employee is required to appear before the Board or before any Board committee or Board member or administrator concerning any matter which could adversely affect the continuation of that employee in his/her office, position of employment or salary or any increments pertaining thereto, the employee shall be given reasonable prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview.

7.3 Employee's Personnel File

Each employee shall have the right, upon request, during the normal work day to examine and photocopy non-privileged documents contained in the employee's personnel file, which examination shall be made in the presence of appropriate administrative personnel. The employee shall have the right to examine and to attach a written reply to any adverse evaluation or criticism. Materials used to discipline/discharge an employee shall be available in the employee's personnel file and one (1) copy will be furnished to the employee prior to its placement in his/her personnel file.

7.4 Reduction of Personnel

A. Teachers

- 1) The Board shall adhere to the statutory procedures as modified by the Joint RIF Committee in the reduction and recall of personnel.
- 2) The Joint RIF Committee shall meet annually between December 1 and February 1.
- 3) Qualified shall be defined as legally qualified plus any additional qualifications required by the Board. Any such additional qualifications required by the Board for any certified position, the additional qualifications shall be bargained between the Board and the Association.
- 4) Seniority is defined as length of continuous service as a teacher in the District. In the event two or more employees were employed on the same day, their order of seniority shall be determined by the order of their employment by the Board as shown on the personnel page contained in the applicable Board minutes.

B. Secretaries and Teaching Assistants

- 1) The Board shall adhere to the statutory procedures in the reduction of personnel. To the degree the School Code does not specify the order of reduction, and to the extent that this constitutes no violation of the School Code, employees will be laid off in order of seniority, provided the more senior employee is qualified for the position held by a less senior employee within the category. If the more senior employee is not qualified for such position then the more senior employee shall be dismissed first.
- 2) The categories to be utilized in a reduction-in-force shall be:
 - a. Certified teaching assistants
 - b. Sec/LRC Level 5
 - c. Sec/LRC Level 6
 - d. Information systems technicians

Employees shall be placed in the category based upon the position they currently hold.

- 3) Seniority is defined as length of continuous service within a particular category.

In the event two or more employees were employed on the same day, their order of seniority shall be determined by the order of their employment by the Board as shown on the personnel page contained in the applicable Board minutes. The reduction in personnel shall be in reverse order as shown on the list of new employees.

- 4) "Qualified" shall be defined as Board established requirements for holding such positions, except with respect to teaching assistants, qualified shall be defined as all local, state and federal statutory and regulatory prerequisites for providing teaching assistant services, including all such prerequisites as adopted by the State Board of Education and Board-established requirements for teaching assistants.

- 5) The order of reemployment shall be in reverse order of the layoff provided the employee is legally qualified to hold the position.

7.5 Complaints Regarding an Employee

Any complaint against an employee deemed by the building principal to justify investigation and/or subsequent action of any nature shall be brought to the attention of the employee involved. The building principal will schedule a conference to assist such employee in an attempt to resolve the issue involved in such complaint.

- A. When deemed appropriate by the building principal, or requested in writing by the employee, an attempt will be made to schedule a conference between the complaining party and the employee involved. The employee may at his/her option have a representative of the Association at any conference held at which the employee, building principal and complaining party are present.
- B. No action shall be initiated by the administration against such employee, based on a complaint, until a conference between the complaining party and the employee has been held, unless the complaining party refuses to meet, is physically unable to meet or the employee and administration mutually agree that a conference would not be appropriate.

7.6 Pupil Problems

- A. The parties recognize that pupils having special physical, mental and emotional problems may require specialized classroom experience and that the presence of such pupils in regular classrooms may create teaching and learning problems, which the parties hereto shall mutually attempt to resolve for the best interest of all pupils and employees.
- B. The Board recognizes that the employee has a responsibility for the maintenance of discipline during his/her workday. The Board and its administrators will provide all reasonable support and assistance to the employee in the enforcement of the Board's adopted policies regarding student discipline. These policies will be distributed to each employee. The Administration shall review all changes in the student discipline policies with employees during the first five (5) employee workdays of each school year.
- C. The Board and its administrators shall strive to maintain consistency in the administration of the discipline guidelines in the Ownership in Education

handbook. The building principal shall meet with DEA building representatives on a regular basis to discuss student discipline concerns.

- D. No employee will be required to fulfill the duties of the building administrator when (s)he is absent from the building. During the first week of the school year, the building principal will orient his/her staff concerning procedures to follow when (s)he is out of the building. Procedures will include the name of the administrator on call and steps to take if that person is not available, including calling the Associate Superintendent.

7.7 Employee Discipline

The Board agrees that its rules and regulations governing employee conduct shall be reasonable and that enforcement of employee discipline shall be fair and for cause. This section shall not apply to any employee during his/her first year of employment in the District.

Article VIII - Association/Management Rights

8.1 Dues Deduction

Employees shall have the right to payroll deduction of Association dues. Under such an arrangement an amount shall be withheld from each regular payroll period which is equal to the pro rata share of the annual dues. All deductions will begin within ten (10) calendar days after the receipt of a list of members from the Association who have authorized dues deduction. All deductions will be completed by the last regular paycheck in June. Such withholding shall be forwarded to the Association within ten (10) calendar days of the withholding. All dues deduction authorizations will continue in effect unless the Association requests that such authorization be withdrawn. The Association shall hold the Board harmless from any and all financial liability as a result of deduction of Association dues.

8.2 Copies of Board Minutes

The Board agrees to make available electronic copies of the official minutes of each official meeting of the Board which shall include agenda, enrollment data, instructional programs, business reports, and non-privileged personnel information. Other data to be available to the Association shall include the annual budget and the annual audit. The Association realizes that enrollment data may not be in the Board minutes on a monthly basis.

8.3 Use of School Buildings

- A. The Association shall be permitted to use school buildings for official Association business, subject to prior permission from the Superintendent or his/her designee. Reasonable charges may be made for such use.
- B. If photocopying, computer, and audio-visual equipment is not otherwise in use, the Association may use such equipment for official Association business. The

Association shall contact the appropriate building administrator for approval, and will reimburse the District for the cost of any supplies.

8.4 Bulletin Boards

The Board agrees that a bulletin board shall be provided for the exclusive use of the Association in each school building for posting notices of activities and other matters of Association concern.

The regular District pony service shall be made available to the Association for communications to employees. The Association agrees to defend, indemnify, and hold harmless the Board, its members, and agents from any and all claims, demands, causes of action, liabilities, damages, penalties and fines which arise out of the Association's use of the District pony service, provided the Board, its members, and agents give their co-operation in the preparation of such defense.

8.5 Committee Composition

When the Board establishes a committee which involves the selection of an administrator or supervisor for a vacancy, the Association will be asked to appoint at least two (2) members to serve on the committee. The Board reserves the right to transfer administrators/supervisors.

8.6 Fair Share

Each employee, as a condition of his/her employment, on or before thirty days from the 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. In the event that the 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 the non-member in accordance with the IELRB Rules and Regulations.

Such fee shall be paid to the Association by the Board no later than ten (10) days following deduction. The obligation to pay a Fair Share fee will not apply to any member, who on the basis of a bonafide 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 non-religious charitable organization as per Association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board. Such a charitable organization may include the Danville District #118 Public School Foundation.

The Association agrees to defend, at its own expense and through its own counsel, indemnify, and hold the Board, its members and agents harmless from any and all claims, causes of actions, demands, damages, liabilities, fines and penalties arising

out of the Board's compliance with this Section, provided: 1) The Board gives reasonable written notice of such action to the Association, and permits Association intervention as a party if it so desires, and 2) The Board cooperates with the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available.

Article IX - Joint Discussion Council

9.1 Purpose

It is recognized that honest and timely discussion between the Board and the Association regarding district-wide matters of mutual educational concern is of benefit to both parties.

9.2 Procedures

The Superintendent and the Association President, and/or their designees, will confer on matters of mutual educational concern. Meetings shall occur on a regular basis and/or at the request of the Superintendent or the Association President. If mutually agreed by the Superintendent and the Association President, the meeting group may also include employees and other members of the administration. Study committees, advisory in nature, may be formed to review and make recommendations relative to matters of mutual educational concern. Periodic reports of the discussions held shall be made by the Superintendent to the Board and from the Association President to the employees.

Article X - Grievance

10.1 Definition

Any claim by the Association, any employee, or group of employees that there has been a violation, misrepresentation, or misapplication of the terms of this Agreement, shall be a grievance.

10.2 Conditions

- A. All time limits consist of school days except during summer recess when time limits shall consist of all weekdays. The grievant has a right to request that an Association representative be present at any step of the grievance procedure.
- B. It is agreed that the processing of any grievance shall be conducted so as to result in no interruption of the instructional program and related work activities.

10.3 Procedure

A grievance shall be processed as follows:

STEP 1: The parties hereto acknowledge that it is usually most desirable for an employee and the employee's immediately involved supervisor to resolve problems through free and informal communications.

STEP 2: If the grievance is not satisfactorily resolved at the informal level, the employee and/or Association shall reduce the grievance to writing. The written grievance shall specify the article(s) of the Agreement that are alleged to have been violated. It shall also state a complete explanation of the full facts giving rise to the grievance. The grievance shall be submitted to the immediate supervisor within forty-five (45) school days after the event giving rise to the grievance. Within five (5) school days of the receipt of the written grievance by the immediate supervisor, said supervisor shall arrange a meeting with the grievant to discuss the grievance. Within five (5) school days of the meeting, the grievant and the Association shall be provided with the supervisor's written response, including the reasons for the decision.

STEP 3: If the grievance is not resolved at Step 2, the grievant and/or the Association may refer the written grievance to the Superintendent or his/her official designee within ten (10) school days after the receipt of the Step 2 answer or within eight (8) school days after the Step 2 meeting, whichever is the later. The Superintendent shall arrange with the grievant for a meeting to take place within five (5) school days of the Superintendent's receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary. Within five (5) school days of the meeting, the grievant and the Association shall be provided with the Superintendent's written response, including the reasons for the decision.

STEP 4: If the grievant is not satisfied with the disposition of the grievance at Step 3, or time limits expire without issuance of the written reply, the Association may submit the grievance to final and binding arbitration through the Federal Mediation and Conciliation Service by giving written notice of such an appeal within thirty (30) school days after receipt of the Step 3 answer or expiration of the time limits for the Step 3 answer.

Such arbitration shall be under and in conformance with the rules of the American Arbitration Association.

The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Board and Association representatives.

The arbitrator shall submit his/her decision and remedy in writing according to the rules of the American Arbitration Association. The fees and expenses of the arbitrator shall be divided equally between the Board and the Association. Each party shall be responsible for compensating its own representatives/witnesses.

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement, but the arbitrator shall have the right to award remedies that are appropriate and just.
- B. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation, or misapplication of the specific

provision of this Agreement based on the specific issue(s) submitted in writing to the arbitrator by the parties. The arbitrator shall have no authority to make a decision on any issue not submitted or raised.

10.4 Bypass to Superintendent

If the grievant and/or Association and the Superintendent agree, Step 2 of the grievance procedure may be bypassed and the grievance brought directly to Step 3.

10.5 Class Grievance

Class grievance involving one or more employees and grievances involving administrators above the building level may be initially filed by the Association at Step 3.

10.6 Association Participation

The Board acknowledges the right of the Association to be present at any stage of the grievance procedure.

10.7 No Reprisals

No reprisals shall be taken by the Board or the administration against any employee because of his/her participation in a grievance.

10.8 Withdrawal

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

Article XI - Insurance

11.1 Group Health and Accident Insurance

During calendar year 2013, there will be no changes in Group Health Insurance benefits.

Beginning with calendar year 2014, the Board shall provide Group Health Insurance with a three-tier open access plan with the following benefits. Each tier accumulates its own deductible and co-insurance. There is no crossover between tiers on deductible or maximum out-of-pocket.

All savings generated by bargained changes to benefits (including any employee premium) during the 2014 calendar year from the total cost of insurance benefits during the 2013 calendar year for Group Health Insurance shall be placed in a reserve fund to cover potential increases for Group Health Insurance during 2015. The Board will guarantee that a minimum of \$225,000 will be placed in the reserve fund on January 1, 2015.

During calendar year 2015, district costs will be limited to the average cost for Group Health Insurance during the last four years (2014, 2013, 2012, 2011).

Employees will be charged a premium for single coverage of \$11/month for 2014. Employees will be charged \$12/month for 2015 with the approval of the insurance committee. Premium costs for dependent coverage paid by the employee for 2014 and 2015 shall be \$300/month for one dependent, \$325/month for two dependents, and \$350/month for three or more dependents. If both spouses are employees of the district, the Board shall continue to pick up the full cost of dependent coverage.

Any employee who waives the group health insurance shall have the District portion of their individual premium contribution placed in the insurance reserve fund.

The deductible, benefits, and premiums for calendar year 2015 may be modified by the insurance committee administered by the Association. However, in the event the costs of the Group Health Insurance plan exceed the cost of the premiums paid by the Board and the employees in a given year, the following year the committee shall develop and implement a plan to cover the difference through a payment from the reserve fund, a decrease in benefits under the Plan, an increase in premiums paid by the employees, or any combination thereof, provided no more than 50% of the difference can come from the reserve fund.

An Insurance Committee will be formed and will be co-chaired by the DEA President and a central office Administrator. The Committee will consist of the two co-chairs and:

- 5 DEA bargaining unit members appointed by the Association
- 2 Administrators
- District Benefits Coordinator (serving as a non-voting member of the committee)

All committee members shall be currently enrolled in the District 118 health insurance plan. The co-chairs of the committee will be responsible for scheduling meetings and preparing written information for the meetings. The committee will meet as necessary, but at least quarterly. The committee will:

Provide regular and timely communication with participants

Monitor the Insurance Fund and the reserve balance so as to maintain a healthy fund balance of between 3 and 6 months of claims costs

Recommend changes (reduction or enhancements) to the benefit structure based on industry standards, actuarial data, plan performance, claims history, the status of the Insurance Fund balance and other applicable data

Consult with experts as needed and periodically participate with the District in rebidding of the Insurance plan

Have access to all information and data needed to carry out their responsibilities, including master policies, benefit documents, claim procedures and experience, etc.

Consider all options which are in the best interests of the plan, taking into account, without limitation, benefit designs and options, cost savings, cost containment options, managed care, preventative and wellness programs and the like

Consider modifications of the benefits currently in effect, selection of insurance and stop-loss reinsurance carriers, selection of third party administrators, selection of managed care networks and brokers, management of accumulated reserves, selection of the funding mechanism for coverage (i.e. fully funded conventional, self-funded, etc.), establishment of premium levels for single and dependent coverage

Educate plan participants concerning the Insurance Plan and the options and alternatives available to each participant.

Three-Tier Open Access Plan Benefits

Tier 1 – HMO

Employee – no dependents - \$200 deductible = Maximum \$200 per year

Employee + 1 or more dependents - \$600 deductible per family – If a member has dependent coverage, the entire \$600 deductible must be met before any benefits are payable for the family.

Costs for all covered benefits apply to the deductible except the following:

\$15 Primary Care Physician Co-pay/visit

\$25 Specialist Physician Co-pay/visit

\$0 Wellness Benefit Co-pay

Emergency Room - \$175 Co-pay (waived if admitted to hospital)

Prescription Drug Card Co-pays

\$20 co-pay Generic

\$50 co-pay Name Brand Preferred List

\$80 co-pay Name Brand Non-preferred List

Tier 2 – PPO

\$1000 Deductible -

Employee – no dependents - \$1000 deductible (Deductible does not apply to maximum out of pocket.) 30% co-insurance with a maximum cost of \$2,000 - Maximum out-of pocket = \$1000 deductible +\$2000 co-insurance= \$3000

Employee + 1 or more dependents – 1 deductible per person/2 deductibles per family maximum = \$2000 per family maximum deductible -\$3000 co-insurance per person/\$6,000 per family-Total Maximum out of pocket per family = \$8,000.

Costs for all covered benefits apply to the deductible except the following:

\$25 Primary Care Physician Co-pay/visit

\$50 Specialist Physician Co-pay/visit

\$0 Wellness Benefit Co-pay

Emergency Room - \$275 (waived if admitted to hospital)

Prescription Drug Card Co-pays

\$20 co-pay Generic

\$50 co-pay Name Brand Preferred List

\$80 co-pay Name Brand Non-preferred List

Tier 3 – Indemnity

Employee – no dependents - \$5000 deductible - \$10,000 co-insurance – Maximum out of pocket = \$15,000

Employee + 1 or more dependents – 1 deductible per person/2 deductibles per family maximum = \$10,000 per family maximum deductible-\$10,000 co-insurance per person/\$20,000 per family-Total Maximum out of pocket per family = \$30,000.

Costs for all covered benefits apply to the deductible except the following:

Prescription Drug Card - \$20/50/80

Emergency Room - \$275 (waived if admitted to hospital)

11.2 Flexible Spending Plan

The Board will continue to offer a Flexible Spending Plan. Specifications shall not be less than those offered in the 2012-2013 school year. The maximum shall be no more than \$2500.

11.3 Optical Insurance

The Board shall pay up to \$70.00 each year toward the employee premium for group optical insurance.

11.4 Coverage After Retirement

The Board shall provide Health Insurance for each employee, as set forth in the insurance policy. At the time of Board approved retirement, the retired employee shall be allowed to pay the total cost of life and health insurance premiums to the District and remain in the group. The retired employee is responsible for keeping premium payments current..

11.5 Term Life Insurance

- A. The Board shall provide term life insurance for each employee in the amount of \$25,000 until retirement. The premium will be paid by the Board. At the time of Board approved retirement, the employee will be permitted to remain in the group by paying the insurance premiums to the District. The retired employee is responsible for keeping premium payments current.
- B. Additional insurance is available through the group term plan. Payment for such optional insurance shall be the responsibility of the employee and shall be made through payroll deduction. A minimum of ten (10) people must enroll for additional group term insurance, and a minimum of twenty-five (25) must enroll for additional group accidental death and dismemberment (AD&D). The rates will change automatically for each employee as they attain a new age bracket. The Group Term Insurance Plan will define employee only coverage and monthly life premiums by age bracket.

Article XII - Compensation

12.1 Salary

Employee salary schedules shall be attached to and made a part of this Agreement as Appendix A.

For 2012-2013, all employees with a hire date prior to February 1, 2013, who continue their employment in District 118 in 2013-14, shall receive a \$500 bonus. No experience increment will be given.

Teachers

For 2013-2014, teachers employed at the start of the school year shall receive a \$1000 bonus. Additionally, eligible teachers shall receive their experience increment (step 0 will be removed from the salary schedule – base will remain at \$32,792).

Eligible part-time employees shall receive a pro rata bonus and employees receiving a salary increase or bonus due to a planned retirement shall not be eligible for the bonus.

For 2014-2015, teachers, who are eligible to step, shall receive two experience increments (steps 1 and 2 will be removed from the salary schedule – base will remain at \$32,792; the last two steps will be made whole steps).

Teaching Assistants

For 2013-2014, eligible teaching assistants shall receive a step plus 1% increase ("High School lane" will be removed and all teaching assistants in the "High School lane" will be moved to the Certified lane. Step 1 will be removed from the schedule.). For the 2013 – 2014 school year, teaching assistants who do not qualify for an experience increment will receive a bonus of \$500.

For 2014-2015, eligible teaching assistants shall receive a step plus 1% increase. (An additional step shall be added to the salary schedule. Step 2 will be deleted from the salary schedule.)

Sec/LRC

For 2013-2014, eligible secretaries/LRCs shall receive a step plus 1.5% increase. (Step 1 will be removed from the salary schedule.)

For 2014-2015, eligible secretaries/LRCs shall receive a step plus 1.5% increase. (An additional step shall be added to the salary schedule. Step 2 will be deleted from the salary schedule.)

Positions Not on the Salary Schedule:

Computer Techs will receive a \$500 bonus in 2012-2013, and a 2.34% salary increase in 2013-2014 and 2014-2015.

Any non-certified flat-salaried employee will receive a \$500 bonus in each year, 2012 – 2013, 2013 – 2014, - 2014 – 2015.

12.2 Retirement System Contribution

- A. In addition to the scheduled salary, the Board agrees to pick up and pay on behalf of each teacher the Downstate Teacher Retirement System (TRS) contribution of 10.3753%. All contributions shall be non-taxable (tax-sheltered).
- B. In addition to the scheduled salary, the Board agrees to pick up and pay on behalf of each secretary and teaching assistant the full IMRF contribution. All contributions shall be non-taxable (tax-sheltered).
- C. These retirement contributions shall apply to all creditable earnings in the appropriate retirement system.
- D. In addition to the scheduled salary, the Board agrees to pick up and pay on behalf of each teacher the Teacher Health Insurance Security Fund (T.H.I.S.) contribution of 0.8%.

12.3 Extracurricular Salary

- A. Extracurricular salary is an amount paid to employees for responsibilities or duties beyond his/her regular class load or workday. It is presumed that the

employee has a full teaching/work load and the extracurricular salary is paid in addition to the full salary. Any departure from this procedure must be approved by the Superintendent.

- B. Extracurricular salary shall be paid at the option of the employee by one of the following means:
 - 1) A lump sum (*) separate paycheck at the conclusion of the activity; or
 - 2) A lump sum amount included in the next regular paycheck after the activity ends; or
 - 3) Paid pro rata with each regular paycheck.
 - *Lump sum separate paycheck payments shall be made on the second pay period in November, the second pay period in January, the first pay period in March, or the first period in June.
- C. All extracurricular appointments are made by the Board with the consent of the employee and without any tenure rights to the extracurricular position. The Extracurricular Schedule shall be attached as Appendix B and made a part of this Agreement. The Extracurricular Evaluation Instrument shall be attached as Appendix C and made a part of this Agreement.

12.4 Supportive Services

- A. Employees performing the following instructional supportive services will receive \$20.00 per hour during the life of this Agreement.

Driver Education employee (before and after school)

Summer school teacher

Teachers delivering in-district professional development for district staff

Homebound employee/tutor

Before and after school instructional programs

Summer high school guidance services

Employees performing the following non-instructional supportive services will receive \$18.50 per hour for the life of this Agreement.

Committee work pre-approved for stipend

All supportive services will be performed with the consent of the employee.

*It is presumed the employee has a full work load and the above amounts are paid in addition to the full salary for duties assumed or performed.

- B. Any supervisory activities outside of the employee workday, including crowd control, trip and dance chaperone, shall be done with the consent of the employee.

- C. Teaching assistants who perform bus-riding duty shall be compensated at the rate of \$15.00 per hour for time worked beyond the regular work day.
- D. Any teaching assistant performing summer school work will receive his/her hourly rate up to a maximum of \$20.00 per hour based upon his/her previous year's salary schedule.

12.5 Travel Pay

If the Superintendent, or his/her designee, approves employee travel expenses, such expenses shall be reimbursed as follows:

- A. Travel by privately owned automobile shall be reimbursed at the IRS allowable rate. Reimbursement shall be payable to only one of two or more employees traveling in the same vehicle.

Meal expenses shall be reimbursed at actual cost but shall not exceed fifty-five dollars (\$55.00) per day as determined by the following schedule:

1. Breakfast, eleven dollars (\$11.00), provided travel commences prior to 7:00 a.m.
2. Lunch, fifteen dollars (\$15.00).
3. Dinner, twenty-nine dollars (\$29.00), provided travel extends past 6:00 p.m.

The above amounts may be combined at the employee's option if travel extends through two or more meals. The actual location for eating the above meals will be at the discretion of the employee.

- B. Employees who travel between buildings within the same workday will receive the 2005-2006 rate during the life of this Agreement. Those who travel among three buildings or more within the same workday will receive the 2005-2006 rate during the life of this Agreement.
- C. Any employee approved for in-district travel shall be paid at the 2005-2006 rate during the life of this Agreement.

12.6 Payment for Unused Sick Days

- A. Upon Board-approved retirement and in accordance with the requirements of the Downstate TRS, each teacher who has at least ten (10) years of continuous employment with the District immediately preceding retirement may request that the amount of \$25.00 per day be paid as severance for each accumulated sick leave day earned and accumulated under Section 6.1 and not utilized by TRS to determine the teachers' retirement.

The number of days to be compensated will be determined as follows:

If a teacher's years of TRS service is less than 34, the teacher shall be compensated for all accumulated sick days after subtracting 340 sick days.

If a teacher's years of TRS service is 34 years, the teacher shall be compensated for all accumulated sick days after subtracting 170 sick days.

If a teacher's years of TRS service is 35 years or more, the teacher shall be compensated for all accumulated sick days earned during employment with District No. 118.

If the teacher has unused sick days on file with TRS, those days, upon receipt of verification from the teacher's personal TRS Annual Summary of Benefits, will be added to the teacher's earned days with District No. 118 prior to subtracting 340 days (teachers with less than 34 years experience) or 170 days (teachers with 34 years of experience).

Payment shall be made 30 days after receipt of the teacher's last paycheck or the following August 1, whichever shall occur last.

- B. Upon Board-approved retirement and in accordance with the requirements of the Illinois Municipal Retirement System (IMRF), each teaching assistant or secretary who has at least ten (10) years of employment with the District may request that the amount of \$25.00 per day be paid as severance for each accumulated sick leave day not used for service credit in IMRF.

12.7 Payroll Procedures

- A. Regular paychecks will be issued on alternating Fridays. The first paycheck will be issued no later than the second Friday of September. Subsequent paychecks will be issued on alternating Fridays. Should a scheduled payday occur on a holiday, paychecks will be issued on the last scheduled workday prior to the holiday. Should there be more than twenty-six (26) paydays, scheduled paychecks will be prorated to include the additional payday. Whenever legal requirements for final payment differ from the regular pay schedule, at termination of employment, legal requirements will be followed.
- B. An employee on contract for the full school term may at his/her option be paid on the basis of either twenty-one (21) or twenty-six (26) paychecks of equal installments. Choice of plans will be made at the beginning of his/her contract year and will not be changed during the year.

12.8 Salary Schedule Advancement

- A. Employees shall advance on the salary schedule according to years of service, professional growth and/or performance.

Vertical salary schedule advancement is predicated upon years of experience and performance. Tenured teachers receiving an unsatisfactory evaluation will not receive an experience increment (i.e. will not advance a step vertically on the salary schedule) in the year following the "unsatisfactory" evaluation. Tenured teachers receiving a "needs improvement" evaluation will not receive an experience increment unless they have successfully completed their professional improvement plan. This plan will be developed within 10 school days of the receipt of the evaluation and completed within 30 school days of the development of the plan. The determination by the administration as to whether the teacher has successfully completed the plan is not subject to the grievance procedure. Regardless of whether the teacher successfully completed the professional development plan, the teacher shall be evaluated in the following year. Tenured teachers successfully completing a professional improvement plan shall receive their total vertical step increase. If the 30 day plan carries over to the next school year, any salary withheld from the tenured teacher on a professional improvement plan shall be paid in a lump sum in their next regularly scheduled check following successful completion. Failure to successfully complete a professional improvement plan will result in loss of vertical step. The District agrees to comply with the requirements of the Performance Evaluation Reform Act.

A joint committee will be formed to develop a new non-certified evaluation instrument. Commencing with the 2014 – 2015 school year, non-certified employees will not receive an experience increment (i.e., will not advance a step vertically on the salary schedule) in the year following a "needs improvement" or "unsatisfactory" evaluation. Any non-certified employee receiving an unsatisfactory or needs improvement evaluation shall be placed on an improvement plan. The improvement plan will specify deficiencies in performance and will give the employee specific and measurable objectives for improvement. Non-certified employees successfully completing a professional improvement plan shall receive their total vertical step increase. If the 30 day plan carries over to the next school year, any salary withheld from the non-certified employee on a professional improvement plan shall be paid in a lump sum in their next regularly scheduled check following successful completion. Failure to successfully complete a professional improvement plan will result in loss of vertical step. The employee will be evaluated in the following year.

Horizontal salary schedule advancement is predicated upon advanced study through an Illinois State Board of Education-recognized institution of higher learning. In order to receive credit, the coursework must be completed prior to the beginning of the school year. Official transcripts, if available, verifying successful completion of coursework must be submitted to the Human Resources Office no later than December 1 for advancement on the salary schedule for the current year. If a grade report and a receipt for a Request for Transcript are submitted no later than September 1, compensation for such advancement will be reflected on the second paycheck in September. If an

official transcript is not submitted by December 1, the annual salary of the employee will be adjusted to the horizontal column of the previous year. If an Employee submits a transcript after September 1 but by November 1, his/her second paycheck in November will reflect his/her salary schedule advancement retroactive to the beginning of the school year.

If the contract expires and no agreement has been reached by the start of the following school term after the expiration of the contract, status quo with respect to step will be determined by the Board's current last offer, unless the parties mutually agree otherwise. If the Board's offer is equal to or greater than step, the teachers will be granted a step increase pending final agreement. If the Board's offer is less than step, the step will not be granted before a final settlement is reached.

- B. New employees will be given credit on the salary schedule for related work experience as determined by the Director of Human Resources according to the schedule below:

Experience outside District 118	Credit on Schedule
1 year	1 year
2 years	2 years
3 years	3 years
4 years	4 years
5 years	5 years
6 years	6 years
7 years	7 years
8 years	8 years
9 years	9 years
10 years	10 years
11-14 years	11 years
15-20 years	12 years

- C. Any teacher who becomes Nationally Certified shall have \$500.00 added to his/her scheduled salary each year.
- D. Any secretary who either meets the requirement for the NAEOP GRADE 11 Certificate or who has completed 30 hours of college course work shall have \$500 added to his/her scheduled salary each year.

Any secretary who has an Associate's degree or 60 hours of college course work shall have \$1000 added to his/her scheduled salary each year.

Any secretary who has a Bachelor's degree shall have \$1500 added to his/her scheduled salary each year.

E. Daily rate for secretaries is based on 8 hours a day.

12.9 Retirement Benefit

- A. The Board will provide a retirement benefit for teaching assistants with a minimum of fifteen (15) years of service in the District. The benefit shall be fifty dollars (\$50.00) per each year of service.
- B. Until June 30, 2015, employees who
- 1) are eligible to retire under the Downstate TRS or in the Illinois Municipal Retirement Fund (IMRF);
 - 2) do not elect to take ERO retirement;
 - 3) have completed fifteen (15) years or more of full-time service to the District prior to retirement;
 - 4) have provided the appropriate written notification;
 - 5) have not received a salary increase in any of the three (3) years prior to payment of the following retirement incentive that would cause the District to pay a penalty to TRS or IMRF if the employee retires at any time after giving his/her notice; and
 - 6) have not received a retirement benefit pursuant to a prior collective bargaining agreement;

shall be eligible to receive the following retirement incentive:

If the employee notifies the Board in writing on or after January 1 but before June 30 three (3) years prior to his/her retirement, (s)he shall receive a six percent (6%) increase over his/her prior year's salary in each of the following three (3) years.

If the employee notifies the Board in writing on or after January 1 but before June 30 two (2) years prior to his/her retirement, (s)he shall receive a six percent (6%) increase over his/her prior year's salary in each of the following two (2) years.

If the employee notifies the Board in writing on or after January 1 but before June 30 one (1) year prior to his/her retirement, (s)he shall receive a six percent (6%) increase over his/her prior year's salary in his/her last year of employment.

Salary as used herein shall include the employee's salary as shown on the salary schedule and extracurricular salary differentials. Overtime pay shall be exempt from these calculations. The employee shall perform all extracurricular

duties that are used in determining salary in the years in which this retirement benefit is received. An employee who does not perform such extracurricular duties shall have his/her compensation reduced accordingly.

Regardless of any of the provisions above, an employee shall not receive more than a six percent (6%) improvement over the previous creditable earnings, regardless of vertical and horizontal movement on the salary schedule and the extra duty differential or eligibility for payment of any other creditable earnings. Overtime pay shall be exempt from these calculations.

To the extent that the salary raise described in this Section shall cause the Board to pay additional penalties to TRS or IMRF, the Board shall have the right to reduce the payment of such increase so that the Board will not incur such penalties.

12.10 Longevity Payment

- A. Each teacher who has reached the maximum salary in any lane and is not eligible for an experience increment will have a longevity payment of \$1200 reflected on the salary schedule for 2013-2014.
- B. Each secretary and teaching assistant who has reached the maximum salary in any lane and is not eligible for an experience increment will have a longevity payment of \$1000 reflected on the last step of salary schedule.

Article XIII – Duration

13.1 Distribution

Upon ratification of this Agreement, the parties shall prepare the Agreement for printing. Further, the Association agrees to type, collate, print and distribute the Agreement with the cost to be borne by the Association. The Board agrees to pay for the cost of materials used in printing.

13.2 Duration

This agreement shall be in full force and effect from the date of execution and shall continue until midnight, June 30, 2015.

13.3 No Strike/No Lockout

During the term of this Agreement:

- A. It is specifically understood that neither the Association nor its members shall participate in or encourage, either directly or indirectly, a strike or any other form of interference with the normal operations of the school system or any of its programs.
- B. The Board shall not lock out the Association nor its members during the term of this Agreement.

IN WITNESS WHEREOFF, The Parties hereto have executed this Agreement this day
_____.

DANVILLE COMMUNITY CONSOLIDATED SCHOOL DISTRICT NO.118:

By _____ President
By _____ Superintendent
By _____ Negotiator
By _____ Negotiator
By _____ Negotiator
By _____ Negotiator
By _____ Negotiator
By _____ Negotiator
By _____ Negotiator

DANVILLE EDUCATION ASSOCIATION, IEA/NEA:

By _____ President
By _____ UniServ Director
By _____ Negotiator
By _____ Negotiator
By _____ Negotiator
By _____ Negotiator
By _____ Negotiator
By _____ Negotiator
By _____ Negotiator

Appendix A
Salary Schedules

Certified Staff Salary Schedule							
2012-2013							
Step	Bachelor			Master			60 GRAD
	Degree	135SH	150SH	Degree	180SH	195SH	210SH
0	\$32,792	\$33,612	\$34,432	\$36,072	\$37,711	\$38,531	\$40,171
1	34,104	34,924	35,744	37,383	39,023	39,843	41,482
2	35,416	36,236	37,055	38,695	40,335	41,154	42,794
3	36,727	37,547	38,367	40,007	41,646	42,466	44,106
4	38,039	38,859	39,679	41,318	42,958	43,778	45,417
5	39,351	40,171	40,990	42,630	44,270	45,090	46,729
6	40,990	41,810	42,630	44,270	45,909	46,729	48,369
7	42,630	43,450	44,270	45,909	47,549	48,369	50,008
8	44,270	45,090	45,909	47,549	49,189	50,008	51,648
9	45,909	46,729	47,549	49,189	50,828	51,648	53,288
10	47,549	48,369	49,189	50,828	52,468	53,288	54,927
11	49,189	50,008	50,828	52,468	54,107	54,927	56,567
12	50,828	51,648	52,468	54,107	55,747	56,567	58,207
13	52,468	53,288	54,107	55,747	57,387	58,207	59,846
14	53,668	54,488	55,747	57,387	59,026	59,846	61,486
15	54,612	55,432	56,947	59,026	60,666	61,486	63,125
16			57,891	60,666	62,306	63,125	64,765
17				61,866	63,945	64,765	66,405
18				62,810	65,145	66,405	68,044

19					66,089	67,605	69,244
20						68,549	70,188

Certified Staff

2013-2014

Base Remains the Same-\$32,792

Step	Bachelor			Master			60 GRAD
	Degree	135SH	150SH	Degree	180SH	195SH	210SH
0-1	34,104	34,924	35,744	37,383	39,023	39,843	41,482
2	35,416	36,236	37,055	38,695	40,335	41,154	42,794
3	36,727	37,547	38,367	40,007	41,646	42,466	44,106
4	38,039	38,859	39,679	41,318	42,958	43,778	45,417
5	39,351	40,171	40,990	42,630	44,270	45,090	46,729
6	40,990	41,810	42,630	44,270	45,909	46,729	48,369
7	42,630	43,450	44,270	45,909	47,549	48,369	50,008
8	44,270	45,090	45,909	47,549	49,189	50,008	51,648
9	45,909	46,729	47,549	49,189	50,828	51,648	53,288
10	47,549	48,369	49,189	50,828	52,468	53,288	54,927
11	49,189	50,008	50,828	52,468	54,107	54,927	56,567
12	50,828	51,648	52,468	54,107	55,747	56,567	58,207
13	52,468	53,288	54,107	55,747	57,387	58,207	59,846
14	53,668	54,488	55,747	57,387	59,026	59,846	61,486
15	54,612	55,432	56,947	59,026	60,666	61,486	63,125
16			57,891	60,666	62,306	63,125	64,765
17				61,866	63,945	64,765	66,405
18				62,810	65,145	66,405	68,044
19					66,089	67,605	69,244
20						68,549	70,188

Certified Staff

2014-2015

Base Remains the Same-\$32,792

Step	Bachelor			Master			60 GRAD
	Degree	135SH	150SH	Degree	180SH	195SH	210SH
0-3	36,727	37,547	38,367	40,007	41,646	42,466	44,106
4	38,039	38,859	39,679	41,318	42,958	43,778	45,417
5	39,351	40,171	40,990	42,630	44,270	45,090	46,729
6	40,990	41,810	42,630	44,270	45,909	46,729	48,369
7	42,630	43,450	44,270	45,909	47,549	48,369	50,008
8	44,270	45,090	45,909	47,549	49,189	50,008	51,648
9	45,909	46,729	47,549	49,189	50,828	51,648	53,288
10	47,549	48,369	49,189	50,828	52,468	53,288	54,927
11	49,189	50,008	50,828	52,468	54,107	54,927	56,567
12	50,828	51,648	52,468	54,107	55,747	56,567	58,207
13	52,468	53,288	54,107	55,747	57,387	58,207	59,846
14	54,108	54,928	55,747	57,387	59,026	59,846	61,486
15	55,748	56,568	57,387	59,026	60,666	61,486	63,125
16			59,027	60,666	62,306	63,125	64,765
17				62,306	63,945	64,765	66,405
18				63,946	65,585	66,405	68,044
19					67,225	68,045	69,684
20						69,685	71,324

**Teaching Assistants' Salary Schedule
2012-2013**

Salary Lane	0	1	2	3
Years	HS Diploma	Certified 30 Hrs	Associate's Degree	Bachelor's Degree
1	\$11,996	\$14,155	\$16,314	\$17,394
2	\$12,716	\$14,754	\$16,913	\$17,993
3	\$13,435	\$15,355	\$17,394	\$18,593
4	\$14,155	\$15,954	\$17,993	\$19,193
5	\$14,875	\$16,554	\$18,593	\$19,852
6	\$15,594	\$17,154	\$19,193	\$20,513
7	\$16,314	\$17,753	\$19,793	\$21,233
8	\$17,034	\$18,473	\$20,513	\$21,952
9	\$17,753	\$19,193	\$21,832	\$23,271
10	\$18,473	\$19,912	\$22,672	\$24,232
11	\$19,073	\$20,632	\$23,392	\$24,951
12	\$19,673	\$21,233	\$24,111	\$25,790
13	\$20,272	\$21,952	\$24,831	\$26,510
14	\$20,873	\$22,672	\$25,491	\$27,230
15	\$21,873	\$23,672	\$26,491	\$28,230
16	\$22,263	\$24,062	\$26,881	\$28,620

**Teaching Assistants' Salary Schedule
2013-2014
Base = \$14,297**

Salary Lane	1	2	3
Years	Certified 30 Hrs	Associate's Degree	Bachelor's Degree
1-2	\$14,902	\$17,083	\$18,173
3	\$15,508	\$17,568	\$18,779
4	\$16,114	\$18,173	\$19,385
5	\$16,719	\$18,779	\$20,051
6	\$17,326	\$19,385	\$20,718
7	\$17,931	\$19,991	\$21,445
8	\$18,658	\$20,718	\$22,172
9	\$19,385	\$22,050	\$23,504
10	\$20,112	\$22,899	\$24,474
11	\$20,838	\$23,626	\$25,201
12	\$21,445	\$24,352	\$26,048
13	\$22,172	\$25,079	\$26,775
14	\$22,899	\$25,745	\$27,502
15	\$23,288	\$26,136	\$27,892
16	\$24,288	\$27,136	\$28,892

**Teaching Assistants' Salary Schedule
2014-2015
Base = \$14,440**

Salary Lane	1	2	3
Years	Certified 30 Hrs	Associate's Degree	Bachelor's Degree
1-3	\$15,664	\$17,743	\$18,967
4	\$16,275	\$18,355	\$19,579
5	\$16,886	\$18,967	\$20,251
6	\$17,499	\$19,579	\$20,925
7	\$18,110	\$20,191	\$21,659
8	\$18,844	\$20,925	\$22,394
9	\$19,579	\$22,271	\$23,739
10	\$20,313	\$23,128	\$24,719
11	\$21,047	\$23,862	\$25,453
12	\$21,659	\$24,596	\$26,309
13	\$22,394	\$25,330	\$27,043
14	\$23,128	\$26,003	\$27,777
15	\$23,521	\$26,398	\$28,171
16	\$23,954	\$27,063	\$28,881
17	\$24,954	\$28,063	\$29,881

Secretaries-LRC

2012-2013

Secretaries/LRC (Level 5)								Secretaries/Specialty Jobs (Level 6)			
Salary Lane		0	1	2	3	4	6		7	8	9
Years	Daily Rate	180	190	195	200	205	237	Daily Rate	195	205	237
1	\$102.61	18,470	19,496	20,009	20,522	21,035	24,319	\$105.04	20,483	21,533	24,894
2	\$104.66	18,839	19,885	20,409	20,932	21,455	24,804	\$107.14	20,892	21,963	25,392
3	\$106.71	19,208	20,275	20,808	21,342	21,875	25,290	\$109.24	21,301	22,393	25,889
4	\$108.77	19,579	20,666	21,210	21,754	22,298	25,779	\$111.35	21,713	22,826	26,389
5	\$110.82	19,948	21,056	21,610	22,164	22,718	26,264	\$113.44	22,122	23,256	26,886
6	\$115.13	20,724	21,875	22,451	23,026	23,602	27,286	\$117.86	22,982	24,161	27,932
7	\$118.27	21,289	22,472	23,063	23,655	24,246	28,031	\$121.07	23,609	24,820	28,694
8	\$121.40	21,853	23,067	23,674	24,281	24,888	28,773	\$124.28	24,234	25,477	29,454
9	\$124.54	22,418	23,663	24,286	24,909	25,532	29,517	\$127.49	24,861	26,136	30,216
10	\$127.69	22,983	24,260	24,899	25,537	26,176	30,262	\$130.71	25,488	26,796	30,978
11	\$130.83	23,549	24,857	25,511	26,165	26,820	31,006	\$133.93	26,116	27,455	31,740
12	\$133.97	24,114	25,454	26,124	26,794	27,464	31,751	\$137.14	26,743	28,114	32,503
13	\$137.11	24,680	26,051	26,737	27,422	28,108	32,495	\$140.36	27,370	28,773	33,265
14	\$140.25	25,245	26,648	27,349	28,050	28,752	33,240	\$143.57	27,997	29,433	34,027
15	\$143.38	25,809	27,243	27,960	28,676	29,393	33,982	\$146.78	28,622	30,089	34,786
16	\$146.52	26,374	27,839	28,572	29,305	30,037	34,726	\$149.99	29,249	30,749	35,548
17	\$149.67	26,940	28,436	29,185	29,933	30,681	35,471	\$153.21	29,876	31,408	36,311
18		27,940	29,436	30,185	30,933	31,681	36,471		30,876	32,408	37,311
19		28,289	29,804	30,562	31,320	32,077	36,927		31,262	32,813	37,777

Secretaries-LRC

2013-2014

Base - \$104.15/\$106.62

Secretaries/LRC (Level 5)								Secretaries/Specialty Jobs (Level 6)			
Salary Lane		0	1	2	3	4	6		7	8	9
Years	Daily Rate	180	190	195	200	205	237	Daily Rate	195	205	237
1-2	\$106.23	19,121	20,184	20,715	21,246	21,777	25,176	\$108.75	21,205	22,293	25,773
3	\$108.31	19,496	20,579	21,120	21,662	22,204	25,670	\$110.88	21,621	22,729	26,277
4	\$110.40	19,872	20,976	21,528	22,080	22,632	26,165	\$113.02	22,038	23,168	26,785
5	\$112.48	20,247	21,372	21,934	22,496	23,059	26,658	\$115.15	22,454	23,605	27,290
6	\$116.86	21,034	22,203	22,787	23,372	23,956	27,695	\$119.63	23,327	24,523	28,351
7	\$120.05	21,608	22,809	23,409	24,009	24,610	28,451	\$122.89	23,964	25,192	29,125
8	\$123.22	22,180	23,413	24,029	24,645	25,261	29,204	\$126.14	24,598	25,859	29,896
9	\$126.41	22,754	24,018	24,650	25,283	25,915	29,960	\$129.41	25,234	26,528	30,669
10	\$129.60	23,328	24,624	25,272	25,920	26,568	30,716	\$132.67	25,871	27,197	31,443
11	\$132.79	23,902	25,230	25,894	26,558	27,222	31,471	\$135.93	26,507	27,867	32,217
12	\$135.98	24,476	25,836	26,516	27,196	27,876	32,227	\$139.20	27,144	28,536	32,990
13	\$139.17	25,050	26,442	27,138	27,833	28,529	32,983	\$142.46	27,780	29,205	33,764
14	\$142.36	25,624	27,048	27,759	28,471	29,183	33,738	\$145.73	28,417	29,874	34,537
15	\$145.53	26,196	27,651	28,379	29,107	29,834	34,491	\$148.98	29,051	30,541	35,308
16	\$148.72	26,770	28,257	29,001	29,744	30,488	35,247	\$152.24	29,687	31,210	36,082
17	\$151.91	27,344	28,863	29,622	30,382	31,142	36,003	\$155.51	30,324	31,879	36,855
18		27,686	29,224	29,993	30,762	31,531	36,453		30,703	32,278	37,316
19		28,686	30,224	30,993	31,762	32,531	37,453		31,703	33,278	38,316

Secretaries-LRC

2014-2015

Base - \$105.71/\$108.21

Secretaries/LRC (Level 5)							Secretaries/Specialty Jobs (Level 6)				
Salary Lane		0	1	2	3	4	6		7	8	9
Years	Daily Rate	180	190	195	200	205	237	Daily Rate	195	205	237
1-3	\$109.93	19,788	20,888	21,437	21,987	22,537	26,055	\$112.54	21,945	23,070	26,672
4	\$112.06	20,170	21,291	21,851	22,412	22,972	26,558	\$114.71	22,369	23,516	27,187
5	\$114.17	20,551	21,692	22,263	22,834	23,405	27,058	\$116.87	22,790	23,959	27,699
6	\$118.61	21,350	22,536	23,129	23,722	24,315	28,111	\$121.42	23,677	24,891	28,777
7	\$121.85	21,933	23,151	23,760	24,370	24,979	28,878	\$124.73	24,323	25,570	29,562
8	\$125.07	22,513	23,764	24,389	25,014	25,640	29,642	\$128.03	24,967	26,247	30,344
9	\$128.31	23,096	24,379	25,020	25,662	26,303	30,409	\$131.35	25,613	26,926	31,129
10	\$131.55	23,678	24,994	25,651	26,309	26,967	31,176	\$134.66	26,259	27,605	31,915
11	\$134.78	24,261	25,609	26,282	26,956	27,630	31,943	\$137.97	26,905	28,285	32,700
12	\$138.02	24,843	26,223	26,914	27,604	28,294	32,710	\$141.29	27,551	28,964	33,485
13	\$141.25	25,426	26,838	27,545	28,251	28,957	33,477	\$144.60	28,197	29,643	34,270
14	\$144.49	26,008	27,453	28,176	28,898	29,621	34,244	\$147.91	28,843	30,322	35,055
15	\$147.72	26,589	28,066	28,805	29,543	30,282	35,009	\$151.21	29,487	30,999	35,838
16	\$150.95	27,171	28,681	29,436	30,190	30,945	35,776	\$154.53	30,133	31,678	36,623
17	\$154.19	27,754	29,296	30,067	30,838	31,609	36,543	\$157.84	30,779	32,357	37,408
18		28,101	29,662	30,443	31,223	32,004	37,000		31,164	32,762	37,876
19		28,663	30,255	31,051	31,848	32,644	37,740		31,787	33,417	38,633
20		29,663	31,255	32,051	32,848	33,644	38,740		32,787	34,417	39,633

Appendix B

Extracurricular Salary Differentials

* All additional time will be calculated at 1/180 of the employee's scheduled salary.

High School	% of Base Rate	Additional Time
Athletic Director	29.0%	3 weeks
Head Basketball (Boys & Girls)	19.0%	
Head Football		
Band Performance	16.0%	4 weeks
Athletic Equipment Manager	12.0%	
Head Baseball		
Head Cross Country		
Head Golf		
Head Soccer (Boys & Girls)		
Head Softball		
Head Swimming (Boys & Girls)		
Head Tennis (Boys & Girls)		
Head Track (Boys & Girls)		
Head Volleyball		
Head Wrestling		
Orchestra Performance		
Vocal Performance		
Asst. Basketball (Boys & Girls)	10.0%	
Asst. Football		
Boys Athletic Trainer		
Girls Athletic Trainer		
Varsity Cheerleading		
Weight Room Supervisor (each semester)		
Drama Club Coach	9.0%	
Maroon & White Advisor		
Medley Advisor		
Pompettes		
Asst. Baseball	7.5%	
Asst. Soccer (Boys & Girls)		
Asst. Softball		

Asst. Swimming (Boys & Girls)		
Asst. Tennis (Boys & Girls)		
Asst. Track (Boys & Girls)		
Asst. Volleyball		
Asst. Wrestling		
Chess Team Coach	5.0%	
Freshman Cheerleading		
Junior Class Advisor		
Maroon & White Business Staff Advisor		
Medley Business Staff Advisor		
Problem Solving		
Radio/TV Staff Advisor		
Scholastic Bowl Coach		
Senior Class Advisor		
Sophomore Cheerleading		
Speech Club Advisor		
Student Council Advisor		
Middle School	% of Base Rate	Additional Time
Athletic Director	8.0%	1 class period/day release
Band Performance	6.5%	
Choral Performance		
Cross Country Coach		
Head Basketball (Boys & Girls)		
Head Track (Boys & Girls)		
Head Volleyball		
Orchestra Performance		
Show Choir		
Yearbook		
Drama Club	5.5%	
Asst. Basketball Coach (Boys & Girls)	5.0%	
Asst. Track Coach (Boys & Girls)		
Asst. Volleyball Coach		
Computer Club		
Head Baseball		
Head Softball		
Newspaper		

Operetta Club		
Problem Solving		
Scholastic Bowl		
Science Olympiad		
7th/8th Cheerleading		
Jazz Band		
Student Council		
Minority Teachers' Education Association	2.0%	
Chess Club		
Honor Society		
6th Cheerleading		
Spelling		
Elementary	% of Base Rate	Additional Time
Basketball Coach	2.5%	
Patrol Supervisor		
Problem Solving Club		
Scholastic Bowl		
Spelling Coach		
Track Coach		
Volleyball Coach		
Yearbook		
DISTRICT-WIDE	% of Base Rate	Additional Time
Bilingual Consultant	16.5%	
Unit/Division Leaders	5.5%	
Computer Resource Persons	5.0%	
Webmasters		
Nurse Supervisor	4.5% and \$25/nurse	3 weeks
Cooperative Career Ed. Coordinator		3 weeks
District Webmaster		2 weeks
Guidance		3 weeks
DHS Library		4 weeks
Industrial Ed. Employees		3 days
Nurses		3 days
Prevocational Ed. Coordinator		4 weeks
Psychologists		5-10 days

Social Workers		5-10 days
S.T.E.P.		4 weeks
Title 1 Coordinator		2 weeks

* Extracurricular stipends listed in Appendix B are calculated as a percentage of the scheduled salary on Step 0 of the Bachelor lane of the Teachers' Salary Schedule (Appendix A).

Appendix C

Extracurricular Evaluation Instrument

Danville Community Consolidated Schools

Extracurricular Position Evaluation

*Does not apply to high school coaches

Employee Name

School Year

Assignment

Each employee that agrees to an extracurricular assignment will be evaluated once each school year.

Observations shall occur no less than one (1) time during each school year. Each employee will be notified of his/her evaluator for each extracurricular assignment.

	Exceeds Expectations	Meets Expectations	Needs Improvement	N/A
Organizational/ Administrative Skills				
Knowledge of Activities				
Ability to Work with Others				
Appropriate Appearance				
Student Rapport				
Facility and Equipment Management				
Professional Attitude				
Employee Performance				

Comments and Recommendations (Proposed changes for activity, goals, etc.)

Signature of Evaluator/Date

Signature of Staff Member/Date

Memoranda of Agreement

1. The parties agree to the following position for the duration of the Agreement:
Job Title: After Hours Danville High School Monitor
Hours: 2:30 p.m. to 10:00 p.m. [two (2) 15-minute duty-free breaks and one (1) 30-minute duty free dinnertime].

Due to the nature and hours of the position, individuals with recall rights on the teaching assistant seniority list would have the opportunity to accept or reject the position without affecting their recall rights due to the nature and hours of the position.

The District further agrees that should a teaching assistant, with recall rights, reject this offer, the District will in no way indicate to the Illinois Unemployment Insurance Office that said teaching assistant has refused work.

This Agreement in no way sets a precedent for any current or future positions.

2. Semester Early Dismissal: At least one (1) day at the end of each semester, students will be dismissed early so that elementary and middle school employees will have at least sixty (60) minutes at the end of the day to prepare student grades and complete end-of-semester forms. The employee workday will not be extended to accomplish these purposes.
3. All legal requirements for overtime pay shall be followed.
4. The parties agree to continue the Insurance Task Force for the life of this Agreement.
5. The DEA shall appoint one member to the District Safety Committee. A Safety committee shall be formed at each attendance center.
6. All employees must report absences by using the Aesop system before 6:30 a.m. on the date of the absence. This will include sick days, personal leave, business leave, funeral leave, or any other absence reason including, for those employees who are eligible, vacation leave. All employees must report absences even if a substitute is not required. If the employee is unable to return on the stated date, the employee must extend the absence in Aesop or call the switchboard by 6:00 a.m. on the stated date in order to extend the absence.
7. For the 2009-2010 school year the District will maintain its current full-time certified nurses at the high school, both middle schools, and East Park Elementary School. The Board and the Association recognize that these certified nurses may be called upon, from time to time, to provide nursing services at other buildings in the event of an emergency involving the health or safety of a student, or in substitute situations. Thereafter, the District will maintain a minimum of four (4) full-time certified nurses, provided, however, if any currently employed full-time certified nurse retires or otherwise is no longer

employed at the District, the required minimum shall be reduced and such certified nurse may be replaced with a non-certified nurse. The District will attempt to provide registered nurses or certified nurses at each K-5 attendance center.

Additionally, the Board and the Association agree that non-certified nurses will not advance to the certified salary schedule upon receipt of Type 73 certification, and will be used only in non-certified positions.

8. Laptop Purchase Program: Building CRP's will coordinate with the IT Department to offer an employee laptop program and will track orders from their building. Building CRP's will collect completed employee promissory notes and submit them to the Business Office along with other relevant documents.
9. The extra-curricular base for the 2012-2013 school year will be \$32,792. For the 2014 – 2015 school year, the extra-curricular base of \$32,792 shall be increased by 2%.
10. For each year Danville High School receives the School Improvement Grant, teachers working an extra 15 minutes per school day will receive a salary which is 3.57% higher than their salary scheduled amount.
11. During the 2013 – 2014 school year, a joint committee will develop the new evaluation instrument for non-certified employees. If both the Board and the Association do not approve the new evaluation instrument by March 1, 2014, the current evaluation form for non-certified employees will be utilized.
12. Any middle school secretary who plans and schedules middle school athletics will be paid an additional \$300 per year.
13. The secretary to the principal at both South View and North Ridge shall have the option of working one (1) or two (2) weeks at the close of the school year.
14. JROTC Instructors

Notwithstanding anything in the Collective Bargaining Agreement to the contrary, Junior Reserve Officer Training Program ("JROTC") instructors are classified as flat-salaried employees. They shall receive compensation for a 12-month contract on a cost-shared basis as follows:

The JROTC instructor salary will be based on the military's Minimum Instructor Pay formula. MIP is the difference between the instructor's retired and active duty pay and allowances, with the exception of hazardous duty and proficiency pay. The rate shall be established through the accepted Congressional formula.

Annual compensation will be reviewed and adjusted, as appropriate to achieve MIP, in January of each year, or in conjunction with timelines for active duty military pay raises, as authorized and appropriated by the Congress of the United States. It is the instructor's responsibility to ensure that the District receive notices of MIP changes.

Additionally, to the extent that governmental rules and regulations concerning the JROTC or its instructors conflict with anything in the Collective Bargaining Agreement, such rules and regulations shall prevail.

15. Exclusive for positions defined in 1.3B, any employee in a Coordinator's position shall have \$5,000 added to his/her scheduled salary each year.

