

# **MASTER CONTRACT**

**Donovan Community Unit District #3 Schools**

**Board of Education**

**and the**

**Donovan Education Association/IEA/NEA**

**2020-2023 Language**

**2020-21/2021-22/2022-23 Salary, TRS & Appendix C**

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# MASTER CONTRACT

## ARTICLE I--Recognition

- A. The Board of Education of Community unit School District #3, Iroquois County, Donovan, Illinois, hereinafter referred to as the “Board”, recognizes the Donovan Education Association/IEA/NEA, hereinafter referred to as the “DEA”, as the sole and exclusive bargaining representative for all full- and part-time certificated teaching personnel, hereinafter referred to as “teachers”, excluding administrators and substitute teachers.
- B. No agreement, understanding, consideration, or interpretation which alters, varies, waives, or modifies any of the terms or conditions contained herein shall be made with any teacher or group of teachers, or by this Board or any of the Board’s agents or representatives, unless it has been made, ratified and agreed to in writing by the Board and the DEA.

## ARTICLE II--Negotiations

- A. Procedure:
  - 1. The Board and the DEA have the authority and the duty to bargain collectively as set forth in the Illinois Education Labor relations Act.
  - 2. There shall be two signed master copies of any final agreement. One copy shall be retained by the board and one by the DEA.
  - 3. Copies of this agreement shall be printed at the co-expense of the Board and the DEA per itemized bill. The method of preparation and the printing shall be selected by mutual agreement between the Board and the DEA. This expense must not exceed \$400.00. Copies of this agreement will be made available within thirty (30) days after the agreement is signed and presented to all teachers now employed or hereafter employed by the Board. All school district personnel policies and any changes in said policies shall be distributed to the DEA President within ten (10) working days following formal adoption of such change by the Board.

## ARTICLE III--Board Rights

- A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation (except as herein specified), all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Illinois and the United States of America.
- B. The DEA recognizes that the Board has the responsibility and the authority to manage and direct, on behalf of the public, all the operations and activities of the school district to the full extent authorized by the laws and the Constitution of the State of Illinois and of the United States provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this Agreement.
- C. It is understood by all parties to this Agreement that the management of the school system and direction of the working forces are vested exclusively in the Board. It is further expressly agreed that all rights which ordinarily are vested in the Board, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board. Included is:

1. The right to hire all employees subject to provisions of the law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, or reprimand.
2. The right to establish courses of instructions, including special programs, and to provide for athletic, recreation and social events for students, all as deemed necessary or advisable by the Board.
3. The right to decide upon the means and methods of instruction, the selection of textbooks and other teaching material, and the use of teaching aids of every kind and nature after consultation with teachers involved.
4. The right to determine class schedules, duties, responsibilities, and assignments of teachers with respect to teaching activities.

## **ARTICLE IV--Teacher and DEA Rights**

### **A. Personnel File:**

1. There shall be only one official master personnel file per teacher in the Unit Business Office, hereinafter referred to as "teacher's personnel file." Other unofficial files or notes may be kept by administrators. Personnel file materials are the property of the School District, but a teacher may have copies made of material in the file at the teacher's expense. The teacher will assume responsibility for the copied materials once the materials leave the District Office.
2. A teacher shall have the right to review his/her teacher's personnel file within 24 hours of written request and during normal working hours. The materials may not be removed from the file and the file must remain in the District Office safe. Any reviewing of such files will be done under supervision of an administrator at a time that is convenient or available to be agreed upon by administration.
3. Within five (5) school days, any material placed in a teacher's personnel file shall be provided to the teacher. The teacher shall acknowledge that he/she has read this material by affixing his/her signature to the actual copy to be filed, with the understanding that such signature merely signifies that he/she has been shown the material and does not necessarily indicate agreement with its contents. If a teacher refuses to sign such materials after it was shown to the teacher, it may still be entered in the file. The teacher may respond within ten (10) working days and place explanations in his/her file relating to the material(s) and it will remain there.

### **B. Dues Collection:** The Board shall deduct from each DEA member's pay, the current dues of the DEA, providing the teacher has signed the proper forms, and submitted them to the District Office. This amount will annually be certified by the DEA. A teacher has the right to change this provision by his written notice to the District Office. Upon receipt of a written request that dues deduction be discontinued, the act of deduction will cease. Any dues deducted by the Board shall be remitted to the DEA/IEA within ten (10) working days after the payroll deduction.

### **C. Meetings, Notices and Facilities:**

1. Duly authorized representatives of the DEA shall be permitted to transact official DEA business on school property in an area designated by the administrators at times which do not interfere with the normal school hours or previously scheduled activities.
2. The DEA shall have the right to use school facilities and equipment when available including telephones at the expense of the DEA. Administrative offices are not for the use of the DEA.

3. Any meetings which take place on school property and are requested to be at a time beyond 6:00 p.m. daily will need the permission of the building administrator.
  4. The DEA shall have the right to post notices of activities and matters of professional concern and interest on a bulletin board in the teachers' work area (lounge) in each school building. Any material, other than usual notices and information, which in any way is offensive to community standards of good taste or which is demeaning to an identifiable person or job description may be removed by the building principal and/or Superintendent after notifying a DEA officer or representative.
  5. The DEA may use the district mail service, email, and employee mailboxes for communication to teachers at DEA expense.
- D. Board Minutes: Copies of all approved Board minutes shall be mailed to, e-mail to, placed in the mailbox of the DEA President, or shall be posted on the school website, as soon as they have been formally approved and duplicated for distribution.
- E. Parent or Student Complaints: No disciplinary action against a teacher will be taken upon any complaint by a parent or a student toward a teacher until the teacher has been notified of the complaint and the teacher has had an opportunity to discuss the matter with the parent and the principal. In cases of severe or extraordinary circumstances, the administration will take action as necessary.
- F. Right of Representation to the Board: When a teacher is required to appear before the Board concerning any matter, the teacher shall be entitled to have a representative of the DEA in attendance. Further the teacher shall be advised in writing no less time than three working days prior to the required Board attendance and the reason will be stated in writing as to the purpose of the teacher(s) required Board attendance.
- G. Jury Duty: Any teacher called for jury duty during working hours or who is subpoenaed to testify during working hours in any judicial matter shall be paid his/her full salary for such time and suffer no loss of benefits or contractual advantage. Any remuneration gained from participation in a judicial proceeding, other than travel and food costs, will be reimbursed to the School District. The same applies if fact-finding or arbitration comes about, relating to Donovan Schools only, and requires the presence of a member of the DEA in attendance.
- H. Right of Representation to the Administration: The Board, through the administration, agrees that in any discussion with a teacher regarding the job function of the teacher:
1. Said teacher may have a DEA representative present if both parties agree prior to the discussion.
  2. Said teacher will have the option of leaving the original meeting to secure a DEA representative to continue the meeting for any of the following reasons:
    - The teacher feels the situation has become abusive or threatening.
    - The teacher feels the meeting could affect the teacher's working conditions
    - The teacher feels the meeting could lead to discipline or termination.

## **ARTICLE V--Employment Conditions**

- A. Teacher Hours: Teachers are to report to their buildings at 7:45 a.m. Teachers may leave their building no earlier than 3:30. In emergencies, teachers must remain until the busses leave (example--late snow leaving or if school dismisses early, wait for all buses to leave--then the teachers can leave at the principal's dismissal.)

B. Teacher Assignments: Every reasonable effort will be made to inform teachers of their full assignments prior to the end of the school year. In the event of resignations or events causing non-returning of personnel, some changes may need to be made in grade levels or teaching courses at the secondary level. However, in each case no teacher will be permanently assigned to teach in an area where they are not certified. The affected teacher(s) will be notified in a timely fashion if such a change is to take place with their assignment.

C. Calendar: The calendar shall align to the state guidelines.

D. Teacher Meetings: Administrators may call teacher meetings before or after school at all times, and will give one week notice of such meetings . . . emergency short-time meetings expected. Teacher work times include teacher meetings, parent meetings, and school activities in which the teacher is immediately involved. Teachers are required to attend all regularly scheduled and/or announced teacher-administrative meetings, emergencies expected and building principal approved. Teachers will not be required to stay more than 50 minutes after the final bell. It is the responsibility of the teacher to meet with their principal if they are unable to attend any portion of the meeting.

E. Preparation Periods:

1. Jr./Sr. High planning Time: Jr./Sr. High teachers shall have a preparation period, one (1) per day, equal to a regular class period.

2. Elementary Planning Time: Elementary teachers shall have at least one preparation period, one (1) per day, equal to a 'specials' class period.

3. Overload/Early Bird Classes: Teachers who are assigned to the high school or junior high school who have mutually agreed with the administration to teach an extra class during their normal prep time shall be compensated at the rate of  $\frac{1}{8}$  of the teacher's regular salary per year, or the fractional equivalent computed giving consideration to the length of class time, hour daily and the total duration of days. Teachers who agree to teacher an Early Bird class (7:15 a.m. - 8:00 a.m.) shall be compensated at the rate of  $\frac{1}{8}$  of the teacher's regular salary per year. This compensation shall be granted exclusively to regular, self-contained, academic, full-time high school and/or junior high school teachers. This does not include Fine Arts, Guidance Counselors, Librarians or Substitute Teachers. An extra class does not include Vocational Work-study, Home Room Sessions, Individualized Instruction Sessions (such as, but not limited to, Lunch Duty or Study Period), Special education Teaching, Homebound Instructors, RtI Tutoring, and/or other similar positions which are not self-contained classroom assignments of the junior high school or high school.

F. End-of-Quarter Dismissals: There will be a one (1) hour early dismissal in-service on the last day of the first, second, and third quarters which may be used by the teachers for grading and working in their rooms.

G. Dispensing Medicine: Teachers may volunteer, but will not be required to dispense medication to students. The Board will comply with 105 ILCS 5/10 - 20.20 to protect employees from suit.

H. Institute Days: The Staff Development Committee shall assist and plan institute days.

I. Included Students:

1. Severely/Extraordinarily Impaired Students: When Unit #3 considers placing a "severely/extraordinarily impaired" student (some examples are TMH, MH, PH) in the classroom of a teacher who is assigned primarily to teach nondisabled student population, the District will include at least one (1) such teacher so affected to participate in the development of the child's IEP and reevaluation (MDC).

2. **Special Support Services Committee:** A Special Education Support Committee shall be maintained at each building. It shall consist of a building principal, case manager (special education teacher), and regular education teacher(s) with included special education students. This committee's sole purpose is to discuss problems and suggest solutions or alternative solutions or alternative techniques of delivering educational services to special education students.
3. **Ongoing Health Intervention:** No certified personnel will be assigned ongoing health intervention (i.e. suctioning, catheterization, tube feeding, or diaper changing). These invasive procedures will be provided by trained support staff.
4. **In-Service for Inclusion of Severely or Extraordinarily Impaired:** At the request of a regular education classroom teacher, regular education students will be provided information for transition and understanding of the included severely/extraordinarily impaired students.
5. **Staff Availability:** Each teacher of the nondisabled student population who has a special education child assigned to his/her classroom or teaching area will receive a copy of the child's IEP. The IEP will state the child's strengths, weaknesses, and best mode for learning. In addition, the teacher will be informed of medication and possible side effects of the medication.
6. **Evaluation:** Regular education teachers who have severely/extraordinarily-impaired students integrated into their classes may be evaluated in respect to teaching such students. However, evaluation in respect to such students shall be limited to whether the teacher is reasonably and responsibly making effort to teach the student's goals and objectives, as provided in the student's IEP.
7. **Responsibilities During Non-classroom Time:** Except as required by a student's IEP, no regular education teacher, including PE, art, music and library teachers shall normally be responsible for severely/extraordinarily impaired students during passing periods, lunch, or before or after regularly scheduled classroom sessions.

J. School Improvement Plan Work:

1. Teachers who work on the School Improvement Plan (SIP/SAP) during this contract will be paid at a rate shown on Appendix C, except when teachers are provided release time or during Teacher Institutes, SIP days, or faculty meetings.
2. No teacher will be required to do summer work. Summer work is optional, not mandatory.
3. The teachers selected to do paid work after school, on Saturday, or in the summer will be chosen by the Superintendent from those who volunteer.
4. The actual number of hours to be worked and paid will be at the discretion of the Superintendent.

K. Behind-the-Wheel Instruction/After School Hours: Driver's Education, Behind-the-Wheel instruction and after-school hours will be paid at a rate shown on Appendix C. In addition, the Administration will monitor and regulate the number of students driving in the summer.

L. In-District Computer Workshops

1. During this contract, Unit #3 teachers who take technology workshops or other training offered by the employer beyond contractual 50 minutes, whether mandatory or optional, including after school hours and summer weeks will be paid at a rate shown on Appendix C.
2. Unit #3 teachers who instruct the computer workshops will be paid at the rate shown on Appendix C.
3. This applies only to workshops offered by Unit #3 or requested by the Unit #3 Board or administrators.
4. These workshops are not during regular school and teaching hours. Workshops are after hours, on Saturdays, and/or during summer weeks.
5. No teacher shall be required to take or instruct workshops. Workshops are optional, not mandatory.
6. The teachers selected to take or instruct computer workshops will be chosen by the Superintendent from those who volunteer.
7. The actual number of hours to be instructed and paid will be at the discretion of the Superintendent.

M. Saturday School Supervision

1. Certified personnel who work Saturday School will be paid at a rate as listed on Appendix C.
2. Saturday School work is optional, not mandatory.
3. Certified personnel selected to work Saturday School will be chosen by the Superintendent from those who volunteer.
4. The actual number of hours to be worked and paid will be at the discretion of the Superintendent.

N. Local Professional Development Committee: The Unit #3 District will continue to utilize one Local Professional Development Committee (LPDC).

LPDC membership will consist of:

- Unit #3 Superintendent
- The DEA will select two teachers to serve as coordinators - one at the Elementary School and one at the Jr-Sr High School.

The terms of service for LPDC members will be one school year.

\$250.00 per Coordinator (\$ 500.00 Total)

## **ARTICLE VI--Teacher Evaluations**

- A. Instrument/Procedure/Rights: Each teacher, upon employment or at the beginning of the school year, whichever is later, shall be apprised in specific terms of the teacher's responsibilities. A formal evaluation plan, prepared in cooperation with the DEA, in accordance with state law, and approved by the administration, will be used. Casual observations by an administrator of a teacher at school, at any school-related activity, or during any activity which might influence job performance are also forms of evaluation and may be written up and shared with a teacher at times. In the event such noted observations are written, they may be placed in the personnel file of the teacher. The teacher will be advised of the entry and will be provided a copy of the same. The teacher has the option of also entering a response to any written entry to his/her personnel file, including the formal evaluation mentioned herein. Any placement of such notes, memos, etc., in the personnel file will remain, unless

or until such is found to be inaccurate and at such time may be removed on the consent of both the teacher and the administrator. Any disagreement on the part of a teacher to a written evaluation or warning must be filed within ten (10) working days' time, if he/she wishes it to be placed in the personnel file. Ten (10) working days relates to the time a written evaluation or warning was given to the teacher and placed in the file by the administrator.

- B. Formal Evaluations: Orientations for new teachers regarding the evaluation form will take place before an evaluation. All such formal evaluations will be issued on the district evaluation form. First formal evaluations by the school administration will take place after giving the proposed visited teacher advance notification. This notification applies only to the first formal evaluation of both tenured and non-tenured personnel. Any other observations or visitations need not to be announced, but should take place before March 1st for non-tenured teachers. Following all formal observations/visitations by the principal, a meeting between the principal and the teacher will take place to discuss the evaluation, initiated by the evaluated teacher with the said conference to take place within ten (10) school days of the classroom visitation. In the event the evaluated teacher does not agree with the formal evaluation, he/she may write their disagreement on a paper and have it attached to said evaluation form. Each teacher must sign the formal evaluation form, indicating he/she has seen or discussed it. The signing of the form does not necessarily mean the teacher agrees with the results of the evolution. A teacher wishing to attach a note, letter, or memo, to the formal evaluation form, must present said notice to the principal within ten (10) school days following the evaluation meeting. The teacher-written note, along with the formal evaluation form, will be placed in the Teacher Personnel File in the District Office. Each teacher will receive a copy of the formal evaluation.
- C. Non-Tenured Teachers: All such teachers will be evaluated formally a minimum of twice during each year with the same provisions as above in B.
- D. Tenured Teachers: All such teachers will be evaluated formally a minimum of once every two years with the same provision as above in B.
- E. Non-Classroom Certificated Teachers: There will be a separate evaluation form for non-classroom certificated teachers.

## **ARTICLE VII--Leaves**

- A. Sick Leaves: At the beginning of each school year, each teacher shall be notified of their accumulated sick days and be credited with eleven (11) days per year during their first fifteen (15) years of full time teaching in the District; fifteen (15) sick leave days per year for sixteen (16) through twenty (20) years of full time teaching in the District; twenty (20) sick days leave per year for twenty-one (21) through twenty-five (25) years of full time teaching in the District: and twenty-five (25) sick leave days per year for teaching more than twenty-five (25) years in the District. The sick leave is without loss of pay; the unused portion of which shall accumulate to a maximum of 340 days. All additional days beyond maximum accumulated days allowed will be kept on file in the District office for future reference if the State would change the minimum available leave during the length of this agreement.

At the request of the administrator, any absence exceeding three (3) consecutive days will require a written statement from a medical doctor in order to return to work, or to extend the absence beyond the three (3) days.

1. Statement: The Board shall furnish each teacher with a written statement at the beginning of each school year setting forth the total sick leave credit.
2. In order to receive experience on the salary schedule, a teacher must teach 120 days each year.

3. A Sick Leave Bank may be established and regulated by the DEA with approval of the Board with records kept in the District Office.
4. Sick Leave will be used by a teacher as a whole day or one half day.

B. Personal Leave Days:

1. Personal Leave--Paid: All employees shall be granted two (2) paid Personal Leave days annually. If such Personal Leave days are not used during the school year, they shall accumulate as sick days at the end of the school year. Personal Leave days are not accumulated as Personal Leave days.
  - a. Personal Leave days may be taken without giving a reason.
  - b. Two days' notice is required when such leave is requested, except in case of emergency.
  - c. Request for Personal Leave days is to be made to the building principal.
2. Personal Leave--Unpaid: Employees may request unpaid Personal Leave days. The written request should be submitted at least one week prior to the leaving time, emergencies excepted. Teachers are to submit their requests to building principals and the same will be forwarded to the Superintendent's Office for recognition and possible approval by the board of Education. There are times when employees will have sound need and reasons to request leaves of absence without pay for a few days or an extended time. The board discourages personal vacations or business trips unrelated to the job.

C. Professional Leave: Professional leave may be granted to each teacher with the pre-approval of the Superintendent of Schools. These days are non-accumulative. If the board requests or requires a teacher to attend a professional meeting, the Board will pay expenses.

D. Bereavement Leave: At the beginning of each school year, each teacher shall be credited with two (2) days of bereavement leave, per occurrence, without loss of pay for the death of a spouse, brother, sister, child, parent, mother-in-law, or father-in-law; and one (1) day of bereavement leave, per occurrence, without loss of pay for the death of a brother-in-law, sister-in-law, grandparents, grandparent-in-laws, aunts, uncles, aunt-in-laws, uncle-in-laws, or immediate step family members.

E. Family and Medical Leave:

Leave Description

An eligible employee may use unpaid family and medical leave (FMLA leave), guaranteed by the federal Family and Medical Leave Act. The U.S. Department of Labor's rules (federal rules) implementing FMLA, as they may be amended from time to time, control FMLA leave.

An eligible employee may take FMLA leave for up to a combined total of 12 work weeks per rolling year.

During a single 12-month period, an eligible employee's FMLA leave entitlement may be extended to a total of 26 weeks of unpaid leave to care for a covered service member (defined in the federal rules) with a serious injury or illness. The "single 12-month period" is measured forward from the date the employee's first FMLA leave to care for the covered service member begins.

While FMLA leave is normally unpaid, the District will substitute an employee's accrued compensatory time-off and/or paid leave for unpaid FMLA leave. All policies and rules regarding the use of paid leave apply when paid leave is substituted for unpaid FMLA leave. Any substitution of paid leave for unpaid FMLA leave will count against the

employee's FMLA leave entitlement. Use of family and medical leave shall not preclude their use of other applicable unpaid leave that will extend the employee's leave beyond 12 weeks, provided that the use of family and medical leave shall not serve to extend such other unpaid leave. Any full workweek period during which the employee would not have been required to work, including summer break, winter break, and spring break, is not counted against the employee's FMLA leave entitlement.

FMLA leave is available in one or more of the following instances:

1. The birth and first-year care of a son or daughter.
2. The adoption or foster placement of a child, including absences from work that are necessary for the adoption or foster care to proceed and expiring at the end of the 12-month period beginning on the placement date.
3. The serious health condition of an employee's spouse, parent, or child. (see definition below)
4. The employee's own serious health condition that makes the employee unable to perform the functions of his or her job.
5. The existence of a qualifying exigency arising out of the fact that the employee's spouse, child, or parent is a covered military member on covered active duty (or has been notified of an impending call or order to active duty, as provided in federal rules.)
6. To care for the employee's spouse, child, parent, or next of kin who is a covered service member with a serious injury or illness, as provided by federal rules.

***“Serious Health Condition”*** - *A serious health condition is an illness, injury, impairment, or psychological or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevent the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.*

*Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.*

An employee may be permitted to work on an intermittent or reduced-leave schedule in accordance with federal rules.

#### Eligibility

To be eligible for FMLA leave, an employee must be employed at a worksite where at least 50 employees are employed within 75 miles. In addition, one of the following provisions must describe the employee:

1. The employee has been employed by the District for at least 12 months and has been employed for at least 1,250 hours of service during the 12-month period immediately before the beginning of the leave. The 12 months an employee must have been employed by the District need not be consecutive. However, the District will not consider any period of previous employment that occurred more than seven years before the date of the most recent hiring, except when the service break is due to fulfillment of a covered service obligation under the employee's Uniformed Services Employment and Reemployment Rights Act (USERRA), 38. U.S.C. 4201, et seq, or when a written agreement exists concerning the District's intention to rehire the employee.

#### Requesting Leave

If the need for FMLA leave is foreseeable, an employee must provide the Superintendent or designee with at least 30 days' advance notice before the leave is to begin. If 30 days' advance notice is not practicable, the notice must be given as soon as practicable. The employee shall make a reasonable effort to schedule a planned medical treatment so as not to disrupt the District's operations, subject to the approval of the health care provider administering the treatment. The

employee shall provide at least verbal notice sufficient to make the Superintendent or designee aware that he or she needs FMLA leave, and the anticipated timing and duration of the leave. Failure to give the required notice for a foreseeable leave may result in a delay in granting the request leave until at least 30 days after the date the employee provides notice.

### Certification

Within 15 calendar days after the Superintendent or designee makes a request for certification for a FMLA leave, an employee must provide one of the following:

1. When the leave is to care for the employee's covered family member with a serious health condition, the employee must provide a complete and sufficient certificate signed by the family member's health care provider.
2. When the leave is due to the employee's own serious health condition, the employee must provide a complete and sufficient certificate signed by the employee's health care provider.
3. When the leave is to care for a covered service member with a serious illness or injury, the employee must provide a complete and sufficient certificate signed by an authorized health care provider for the covered service member.
4. When the leave is because of a qualified exigency, the employee must provide: (a) a copy of the covered military member's active duty orders or other documentation issued by the military indicating that the military member is on active duty or call to duty status, and the date of the covered military member's active duty service, and (b) a statement or description, signed by the employee, of appropriate facts regarding the qualifying exigency for which FMLA leave is request.

The District may require an employee to obtain a second and third option at its expense when it has reason to doubt the validity of a medical certification.

The District may require recertification at reasonable intervals, but not more often than once every 30 days. Regardless of the length of time since the last request, the District may request recertification when the, (1) employee requests a leave extension, (2) circumstances described by the original certification change significantly, or (3) District receives information that casts doubt upon the continuing validity of the original certification. Recertification is at the employee's expense and must be provided to the District within 15 calendar days after the request. The district may request recertification every 6 months in connection with any absence by an employee needing an intermittent or reduced schedule leave for conditions with a duration in excess of 6 months.

Failure to furnish a complete and sufficient certification on forms provided by the District may result in a denial of the leave request.

### Continuation of Health Benefits

During FMLA leave, employees are entitled to continuation of health benefits that would have been provided if they were working. Any share of health plan premiums being paid by the employee before taking the leave, must continue to be paid by the employee during the FMLA leave. A District's obligation to maintain health insurance coverage ceases if an employee's premium payment is more than 30 days late and the District notifies the employee at least 15 days before coverage will cease.

### Changed Circumstances and Intent to Return

An employee must provide the Superintendent or designee reasonable notice of changed circumstances (i.e., within 2 business days if the changed circumstances are foreseeable) that will alter the duration of the FMLA leave. The Superintendent or designee, taking into consideration all of the relevant facts and circumstances related to an individual's leave situation, may ask an employee who has been on FMLA leave for 8 consecutive weeks whether he or she intends to return to work.

### Return to Work

If returning from FMLA leave occasioned by the employee's own serious health condition, the employee is required to obtain and present certification from the employee's health care provider that he or she is able to resume work.

An employee returning from FMLA leave will be given an equivalent position to his or her position before the leave, subject to: (1) permissible limitations the District may impose as provided in the FMLA or implementing regulations, and (2) the District's reassignment policies and practices.

Classroom teachers may be required to wait to return to work until the next semester in certain situations as provided by the FMLA regulations.

### Implementation

The Superintendent or designee shall ensure that: (1) all required notice and responses to leave requests are provided to employees in accordance with the FMLA; and (2) this policy is implemented in accordance with the FMLA. In the event of a conflict between the policy and the FMLA or its regulations, the latter shall control. The terms used in the policy shall be defined as in the FMLA regulations.

## **ARTICLE VIII--Salary and Fringe Benefits**

- A. Salary Schedule: The salary schedule labeled Appendix A is attached to and made part of this Agreement.
- B. Payroll:
  - 1. Each employee shall be paid every other Friday on the basis of 19 or 26 payments.
  - 2. Since direct deposit is available, if a regular payday during the school term falls on a day when school is not in session, employees participating in direct deposit shall receive their checks in their accounts on the regular paydays. If an employee is not participating in Direct Deposit, their checks will be mailed in time for them to receive them on the regular payday.
  - 3. The Board shall allow Board-approved payroll deductions.
  - 4. Should it be necessary to deduct a day's salary from any teacher's pay, the deduction shall be made dividing the total salary, excluding extra duty pay, by 180 or by the exact number of days the teacher is employed.
- C. Hospitalization and Major Medical Plan: The Board of Education agrees to pay for each **eligible** professional staff member toward the purchase of a hospitalization and major medical plan. A maximum amount shown on Appendix C will be paid by the Board. The hospitalization and major medical plan will be selected by mutual agreement between the Board and the DEA. Any insurance rebate at or below the cap will revert to the Board and any rebate above the cap will revert to insured.
- D. Extra Duty Assignments:
  - 1. Regular Assignments.
    - a. The Board and the Association agree that extra-duty activities are an essential component of any school curriculum and enrich the lives and educational experience of each student. Consistent with that recognition, both the Board and the Association agree to work together to provide appropriate staffing for the extra-duty activities offered by the District.

- b. On or before **February 15** of each year, the administration shall post an “Extra Duty Sign Up Roster,” which shall include a list of **OPEN** extra-duty positions for the following year and areas for each applicant to note his or her interest in a given position (“the Official Roster”). Said Official Roster shall be posted in a conspicuous place in the central office or such other mutually-agreed upon location. The administration shall also post the list of all extra-duty positions for the following year in each building in a conspicuous place near the faculty mailboxes or their mutually-agreed upon location and shall provide the Association President with a copy thereof.
- c. On or before **March 1** of each year, the teacher must sign the Official roster expressing interest in a given position. No employee will be considered for a position unless he or she properly signs the Official Roster in a timely fashion.
- d. If more than one teacher expresses interest in a given position, the administration shall give preference to the employee it determines is the most capable, experienced and qualified for such position. If only one teacher expresses interest in a given position, the administration shall assign the same only after it determines that the employee is sufficiently capable, experienced and qualified. No teacher shall be assigned a position without his or her consent.
- e. The administration shall notify the teachers in writing of their extra-duty assignments, and shall provide the Association President with a copy thereof, on or before **March 30** of each year. If an applicant is not assigned a position, the administration shall provide him or her with written notice thereof and the reason(s) thereof.
- g. If no teacher has expressed interest in a position or if the administration determines that no current employee is sufficiently capable, experienced and qualified for such position, then it may seek applicants from outside the bargaining unit.
- h. In general, current staff will be given first consideration to fill an extra-duty position if sufficiently capable, experienced and qualified. **However, anyone filling an extra duty position will remain in the position unless notified in writing by the administration.**
- i. Employees assigned to all extracurricular activities shall perform the duties associated with such extracurricular activities and shall be present for all assigned extracurricular events, except in the case of illness, death in the family or other absence approved by the administration.
- j. The administration and Athletic Director will decide on the number of coaches necessary for a particular activity based on the number of participants in the program. **Any coach who is responsible for more than 15 athletes per level may request administrative approval for one (1) paid assistant coach.** JV and lower-level coaches (7th grade) will be assigned only if a full number of team members are available to participate. If only one coach is necessary for that activity/sport, that coach will be paid at 1.4 times their compensation rate if two teams are to compete. Example: Six (6) 8th grade boys and six (6) 7th grade boys are on their respective teams. One coach for the two groups will be paid 1.4 times the 8th grade coaching stipend.

## 2. Vacancies.

- a. If an extra-duty vacancy occurs during the school year due to death, retirement, resignation or termination or upon the creation of a new extra-duty position which requires a mid-year assignment the administration shall, within five (5) days of the occurrence of the vacancy, post notice thereof (the “Official Notice”) in a conspicuous place in the central office or such other mutually-agreed upon location. The administration shall also post notice of the vacancy in each building in a conspicuous place near faculty mailboxes or other mutually-agreed upon location and shall provide the Association President with a copy thereof. The current staff shall be so notified of the vacancy before the position is publicized outside of the District.
- b. Any teacher who desires to apply for the vacancy must do so within five (5) days after the posting of the Official Notices by submitting written notice thereof to the Superintendent or his or her designee.

- c. No employee will be considered for a position unless he or she properly applies therefore in a timely fashion.
  - d. If more than one teacher expresses interest in the vacancy, the administration shall give preference to the employee it determines is the most capable, experienced and qualified for such position. If only one teacher expresses interest in the vacancy, the administration shall assign the same only after it determines that the employee is sufficiently capable, experienced and qualified therefore. No teacher shall be assigned a position without his or her consent. If an applicant is not assigned a position, the administration shall provide him or her with written notice thereof and the reason(s) therefore. The administration shall notify the teacher of the assignment and shall provide the Association President with a copy thereof, within ten (10) days after the posting of the Official Notice.
  - e. The administration shall notify the teacher of the assignment and shall provide the Association President with a copy thereof, within ten (10) days after the posting of the Official notice.
  - f. Except as provided in section 2.h below, vacancies will be filled only for the remainder of the current school year. No tenure or seniority rights attach thereto.
  - g. If no teacher has expressed interest in filling the vacancy or if the administration determines that no current employee is sufficiently capable, experienced and qualified for such position, then it may seek applicants from outside the bargaining unit.
  - h. In general, current staff will be given first consideration to fill a vacancy if sufficiently capable, experienced and qualified therefore. However, after a vacancy is filled by a non-bargaining unit member, said person shall remain in said position in the sole discretion of the administration.
  - i. Nothing contained herein shall prohibit the administration from filling a vacancy on a temporary basis so as to avoid undue disruption of the extracurricular program.
3. The extra-curricular assignment pay schedule is considered a part of the Agreement, and attached as Appendix B. A separate letter of assignment by the administrator will be sent to the sponsor.
  4. Payment for year-long activities will be made at the teacher's request in one final sum amount at the end of the year in a separate check, per their request, or in amounts equal to one-half payable at the end of each semester in a separate check, per their request. Payment for duties other than full-year activities, such as athletic sponsorships, plays, concert, etc., will be payable at the conclusion of the event at the next pay period, pending release from the principal's office of completion of all responsibilities pertaining to that activity. All payment will be forfeited by the teacher if the activity is not completed, unless released under Article VIII, Section D, Clause 7.
  5. Junior High-High School Intramural Programs: Junior-Senior High intramural programs may be established annually by the school administrators and paid according to Appendix B. Such activities will first be approved by the Junior-Senior High principal, along with written guidelines, as to the expectations of the activity and responsibilities of the sponsor.
  6. Formal evaluations for Extra-Duty Positions.
    - a. Orientations for sponsors and coaches regarding the evaluation forms and extra-duty job descriptions will take place before any evaluation. All such formal evaluations will be issued on the district job description evaluation form. Following all formal evaluations/visitations by the principal, a meeting between the principal and coach/sponsor will take place to discuss the evaluations within five (5) school days of the evaluation. In the event the evaluated coach/sponsor does not agree with the formal evaluation, he/she may write their disagreement on a paper and have it attached to said job description evaluation indicating he/she has seen and discussed it. The signing of the form does not necessarily mean the coach/sponsor agrees with the results of the evaluation. A coach/sponsor wishing to attach a note, letter, or memo to the

job description evaluation form must present said notice to the principal within ten (10) school days following the evaluation meeting. The coach/sponsor-written note, along with the formal job description evaluation form, will be placed in the Personnel File in the District Office and will remain in said file for no more than five (5) years. The coach/sponsor with an administrator will be responsible for removing the items. Each coach/sponsor will receive a copy of the formal job description evaluation.

b. Evaluation Procedures for Extra-Duty Positions:

1. The athletic director and the administration will review athletic extra-duty positions job performance on a regular schedule or as needed.
  2. When pertaining to athletic extra-duty positions, the Athletic Director-Administrations Committee will determine when a formal evaluation or formal letter of reprimand will take place during the ongoing season to help remediate deficiencies of job performance. The athletic director or building principal can be responsible for writing the formal evaluation, only if the AD is not a teacher. If the AD is a teacher, then the building principal is responsible for all formal evaluations. Furthermore, prior to any formal evaluations, the principal-AD administrative team must have observed at least one practice and one game with each observation being a minimum of 30 minutes in duration.
  3. The Athletic Director-Administration Committee will review job performance of athletic extra-duty positions at the conclusion of each sport. The building principal is responsible to write the formal evaluation for all athletic extra-duty positions at the conclusion of each sport. The building principal is responsible to write a formal evaluation for all athletic extra-duty positions.
  4. When pertaining to non-athletic positions, the administration will determine when a formal evaluation will take place during the time the extra-duty activity is taking place to help remediate deficiencies of job performance. The building principal is responsible to write the formal evaluation.
  5. The administration will review job performance of non-athletic duty positions at the conclusion of the assigned activity. The building principal is responsible to write the formal evaluation.
7. Release Procedure: The building principal, upon consultation with and approval of the Superintendent, with reason and explanation, may place a teacher on probation or dismiss the teacher from his or her extra-curricular duties for the remainder of the current school year. Prior to placing the teacher on probation or dismissing him or her, the Superintendent shall provide the teacher with a copy of the written evaluation relating to such action. A copy of said evaluation shall be placed in the teachers personnel file in the District Office. Upon request, the teacher may appeal his or her probationary status or termination to the Board. The Board shall have final and binding authority to determine the appropriateness thereof. The teacher may be temporarily suspended pending such an appeal. The teacher shall be paid the pro rata portion of the extra-duty compensation earned as of the date of termination.

E. In-House Substitution Pay:

1. Any teacher asked to substitute for a class during his/her planning period will be paid an amount specified on Appendix B and be paid each pay period. Any teacher may defer, but in the event no available volunteers on the staff wish to avail themselves of this work, the administration will assign such teachers in the best manner possible, and pay the amount to those who had a planning period at this time. The assigning of teachers for class assignments during their planning periods will be considered temporary, and every effort will be made to not extend the assignment to a second day, if at all possible. Combinations of classes without pay for expediency is the right of management for school operation with the exception of the last hour of the day, when the teacher must regularly leave on school business, and the students are in an instructional, not supervisory setting.
2. Teachers who substitute will be paid at the rate shown in Appendix C

- F. Mileage: Teachers who drive from one building to another during their duty and find it out of their way from going home at the end of their day will be reimbursed for their travel at the established rate as shown on Appendix C.
1. Such as reimbursement when approved by the Superintendent's Office will be calculated on a semester basis and paid to the teacher at the end of each semester.
  2. Teachers who are asked to drive their cars for special occasions or receive permission from the office of the Superintendent to drive their cars for such occasions will be reimbursed per mile rate, following Board approval.
- G. Salary-Educational Credit: For purposes of salary schedule advancement, credit courses earned beyond the B.A. degree will be from an accredited university. Courses, which apply in a program towards an advanced degree in education, will be acceptable for approval. No more than six (6) credit hours may be accepted from any one staff member during their employment for an on-line, video or correspondence-type course for reimbursement or salary advancement. EXCEPTION: If a Master's Degree program which has been historically approved by the District at a state or local university, or an endorsement, requires more than 6 hours of on-line coursework, the coursework will be considered for acceptance providing that the on-line study is accepted as a part of a master's level course of study or additional professional endorsement. Colleges viewed as state or local are University of Illinois, Illinois State University, Eastern Illinois University, Bradley University, Northern Illinois University, Western Illinois University, Saint Xavier University, Olivet Nazarene University, and Chicago State University. Course work from other creditable universities may be accepted as determined by the Superintendent. Courses beyond the Bachelor's Degree should be graduate level courses, 400 level course, their equivalent or above. Few exceptions will be made. Written documentation must be provided for any non-4000 level course. To be acceptable for placement or advancement on the salary schedule for the next school year, the teacher will be required to have confirmation from the university on a university-sealed transcript--affirmation of completion and success in the course prior to the first pay period of the school year. If a teacher is enrolled in a master's degree program, the addition of credits will be applied no later than the first paycheck each semester.

Programs within these universities/colleges where additional (more than 6 hours) on-line work will be considered for acceptance are: administration course work, guidance and/or counseling course work, specific discipline course work (math, English, reading, etc.).

In addition, programs from the aforementioned universities, not historically approved by the District, may be submitted for consideration. The program will be reviewed by the Superintendent; The Superintendent will consult other administrators prior to any final decision. If requesting an exception to the on-line policy, the staff member must provide the following: the name of the university or college where the coursework is to be completed, Master's Degree plan or a professional endorsement plan, specific on-line title, specific on-line course syllabus, and a narrative as to why the plan of study and course will benefit the students of Donovan Unit #3.

H. College Credit Tuition Reimbursement:

1. The Board of Education will pay the total expenses for additional training of a teacher when the Board of Education requests a teacher to attend school for the benefit of Donovan Community Unit School District #3.
2. The Board of Education shall reimburse qualified teachers for tuition for college level courses up to \$300.00 per school year (June 1-May 31). Teachers seeking credit will apply in writing to the Superintendent no later than the date of enrollment in the course and demonstrate enrollment in an accredited and approved institution of higher education. The Superintendent has the sole and exclusive discretion to approve or deny the teacher's request hereunder. Receipts for above said items must be submitted prior to reimbursement.

Reimbursement shall be made to teachers within forty-five (45) calendar days of the time the district receives a transcript indicating the hours have been attained with a grade of “C” or better.

3. The Board of Education shall reimburse qualified teachers for tuition for college graduate level courses which are part of an approved degree program leading to a Master’s Degree or endorsement program at the rate of **two hundred dollars (\$200.00)** per semester hour up to nine (9) hours per year (June 1-May 31). Teachers seeking credit will apply in writing to the Superintendent no later than the date of enrollment in the course and demonstrate enrollment in an accredited and approved institution of higher education. The Superintendent has the sole and exclusive discretion to approve or deny the teacher’s requests hereunder. Receipts for above said items must be submitted prior to reimbursement. Reimbursement shall be made to teachers within forty-five (45) calendar says of the time the district receives a transcript indicating the hours have been attained with a grade of “C” or better.

I. Head Teachers: Head Teachers in each building shall be paid as shown on Appendix C for each occurrence where they have to handle a problem when there is no administrator in the building per the policy.

J. Computer Lab Supervisor:

1. The computer lab supervisor will supervise students wanting to work or do research in the Unit #3 labs after school hours.
2. The administration will determine who will be selected to supervise. Selection will be done on a rotating basis when two or more staff members want to supervise at the same time.
3. The administration will monitor and regulate the hours supervised.

K. Retirement Incentive Plan:

#### **Limitation on TRS Creditable Compensation**

The purpose of this section entitled “Limitation on TRS creditable Compensation” is to avoid in all circumstances any payment by the District of a Board-paid penalty or fee to TRS, or any Board or District liability to fund any portion of a teacher’s TRS annuity due to increase in compensation from one year to the next.

No teacher’s creditable TRS earnings from employment in this District, irrespective of form and no matter how arising under this collective bargaining agreement, may exceed the limitations specified herein, except those which cause no penalty or fee due to the exceptions created by public act 94-1057.

Even if another provision of this collective bargaining agreement would otherwise provide, the Board or administration may, but shall have no obligation to assign or permit any teacher to perform any work, duties or responsibilities which would cause that teacher’s creditable earnings from employment in this District, whether arising from:

- Vertical and horizontal salary schedule movement
- Stipends
- Salary increases
- Retirement incentives
- Extra-duties
- Changes in position or
- Other assignments or duties

to increase from one school year to the next by more than six percent (6%) or be otherwise increased so as to create liability on the part of the Board or District for any portion of a teacher's retirement annuity, or result in any District or Board-paid penalty or fee to TRS. If there is a decrease in the sum or percentage amount by which a teacher's creditable earnings may increase from one year to the next, which sum or percentage triggers any obligation for the District or Board to pay additional amounts to cover all or part of a teacher's retirement annuity or cover any Board or district-paid penalty or fee to TRS, then the maximum increase of the teacher's creditable TRS earnings from employment in this District from one year to the next shall similarly decrease so as to avoid any Board or District-paid penalty or fee to TRS, then the maximum increase of the teacher's creditable TRS earnings from employment in this District from one year to the next shall similarly decrease so as to avoid any Board or District-paid penalty or fee.

Even if another provision of this collective bargaining agreement would otherwise provide, in the event a teacher's TRS creditable earnings would increase by more than six percent (6%) or any lesser amount that would trigger a District-paid penalty or fee to TRS due to salary increase in any year over a prior year, that teacher shall receive only the maximum increase to TRS creditable compensation allowed under the provision entitled "Retirement Incentive".

### **Retirement Incentive**

In order to be eligible for the retirement stipend, the teacher must have a minimum of 15 or more years with District #3. Teachers may give a one, two, or a three-year notification of retirement.

Notification shall be made by the teacher in writing, and delivered to the Superintendent or his designee by February 1st of the school year in which the teacher received any additional compensation under this retirement incentive provision. Following receipt of notice by the Superintendent and approval by the Board, said teacher's annual salary shall be adjusted to reflect a total salary increase in creditable earnings of six percent (6%) for each year of participation, as compared to the prior year.

Notwithstanding the deadline for retirement notification, the Board, in its sole discretion may grant approval of a request for the retirement Incentive submitted after February 1st.

### **Examples:**

#### **THREE YEAR NOTICE**

The teacher's salary shall be adjusted so that the teacher shall receive in each of the remaining three years of employment an increase of 6.0% percent over the total creditable earnings the teacher received in the prior school year.

During the 2017-2018 school year, teacher AB determines he will retire at the end of the 2020-2021 school year. Accordingly, no later than February 1, 2018, AB gives the superintendent his written notice of intent to retire, addressed to the Board secretary, stating his intent to retire at the end of the 2019-2020 school year. Because AB meets the eligibility requirements of this paragraph, the Board approves his notice. At that time AB's notice of retirement becomes an irrevocable resignation.

AB's salary in the sum of \$50,000 was the only creditable earnings AB received for 2017-2018. Beginning in 2018-2019 AB is no longer paid on the salary schedule. Instead, his 2018-2019 salary is increased by six percent (6%) based upon his total creditable earnings in 2017-2018 as follows:

<u>Year</u>	<u>Creditable Earnings</u>	<u>Percent Increase</u>
2017-2018	\$50,000	
2018-2019	\$53,000	6.0%
2019-2020	\$56,180	6.0%
2020-2021	\$59,551	6.0%

**TWO-YEAR NOTICE**

The teacher’s salary shall be adjusted so that the teacher shall receive in each of the remaining two years of employment an increase of 6.0% percent over the total creditable earnings the teacher received in the prior school year.

During the 2017-2018 school year, teacher CD determines she will retire at the end of the 2019-2020 school year. Accordingly, no later than February 1, 2018, CD gives the superintendent her written notice on intent to retire, addressed to the Board Secretary, stating her intent to retire at the end of the 2019-2020 school year. Because CD meets the eligibility requirements of this paragraph, the Board approves her notice. At that time CD’s notice of retirement becomes an irrevocable resignation.

CD’s salary in the sum of \$51,500 was the only creditable earnings CD received for 2017-2018. Beginning in 2018-2019 CD is no longer paid on salary schedule. Instead, her 2017-2018 salary is increased by six percent (6%) based upon her total creditable earnings in 2017-2018 as follows:

<u>Year</u>	<u>Creditable Earnings</u>	<u>Percent Increase</u>
2017-2018	\$51,500	
2018-2019	\$54,590	6.0%
2019-2020	\$57,865	6.0%

**ONE YEAR NOTICE**

The teacher’s salary shall be adjusted so that the teacher shall receive in each of the remaining one year of employment an increase of 6.0% percent over the total creditable earnings the teacher received in the prior school year.

During the 2017-2018 school year, teacher EF determines she will retire at the end of the 2018-2019 school year. Accordingly, no later than February 1, 2018, EF gives the superintendent her written notice on intent to retire, addressed to the Board secretary, stating her intent to retire at the end of the 2018-2019 school year. Because EF meets the eligibility requirements of this paragraph, the Board approves her notice. At that time EF’s notice of retirement becomes an irrevocable resignation.

EF’s salary in the sum of \$53,045 was the only creditable earnings EF received for 2017-2018. Beginning in 2018-2019 EF is no longer paid on the salary schedule. Instead, her 2017-2018 salary is increased by six percent (6%) based upon her total creditable earnings in 2017-2018 as follows:

<u>Year</u>	<u>Creditable Earnings</u>	<u>Percent Increase</u>
2017-2018	\$53,045	
2018-2019	\$56,228	6.0%

Notices of intent to retire submitted by the teacher shall be accepted by the Board as long as: (1) The teacher is eligible to under this retirement incentive provision, (2) The teacher is eligible to receive a TRS pension upon retirement, and (3) Upon agreement of superintendent and the teacher of a reasonable retirement date, consistent with educational continuity for students.

Upon acceptance of the notification of retirement by the Board, the teacher will be deemed to have terminated his/her tenure and employment rights effective upon the teacher's last day of service. The teacher may rescind the notice of retirement only if approved by the Board, and the employee reimburses the District all additional monies received from participation in the retirement incentive under this sub-paragraph, per an agreement of the employee and the Board before employment ends via payroll deduction.

### **No District Retirement Incentive in Case of ERO**

The retirement incentive and teacher's eligibility therefore shall be contingent upon there being no obligation on the part of the District or Board pursuant to the School Code, the Pension Code, or any other statute to make any one time non-refundable contribution to the Teacher Retirement System in order for the teacher to qualify for any TRS Early Retirement Option, or because the teacher's salary increase exceeded the amount allowed by the statute. If there is any statutory obligation for such a contribution by the District, then the teacher shall not qualify for the retirement incentive.

Notwithstanding any other provision in this Agreement, no certified employee shall have his or her creditable earnings increased by more than six percent (6%) from the previous year within four (4) years of retirement eligibility.

### **Equal Pay and Work**

This text and all examples are drafted assuming that all teachers are employed full time, and that their percentage of employment and work will remain full time during the periods following notice of intent to retire. If a teacher's percentage of work decreases, salary will be decreased commensurate with the reduced work percentage.

### **EXAMPLE**

Teacher GH suffers a serious automobile accident, and as a result does not have stamina to work the entire day. She requests and is granted by the board an accommodation to work  $\frac{2}{3}$  time. Her salaries, including any raise herein specified, are reduced proportionately to 66.66% of what they would have been if GH had continued to work full time.

### **Good Faith**

This provision is intended to replace a benefit which would have caused the Board to pay substantial penalties to TRS. For this replacement benefit to function as intended, the work performed by the teacher and the compensation therefore shall not be altered except as agreed by the Board and Association. After a notice of intent to retire has been given, if a teacher fails or refuses to perform work upon which a prior year's creditable earnings total was based, then that teacher's subsequent year's creditable earnings shall be calculated as if the teacher had not performed the same work in the prior year. Similarly, the Board shall not remove work from a teacher necessary to achieve the intended levels of compensation absent just cause.

### EXAMPLE

Teacher JK was the long-term basketball coach, the stipends for which are part of JK's creditable earnings. After JK has delivered their notice of intent to retire, and after it has been approved by the Board, JK refuses to continue to serve as basketball coach. JK's six percent increase shall be calculated on a base which does not include the basketball-coaching stipend.

### New Legislation

The following was taken from the 2004-2005, 2005-2006 Master Contract (Section L6):

If, during the term of this contract, any law is enacted that results in a greater cost to the Board for a teacher to retire (including costs imposed by a legislatively-enacted early retirement program) than the cost in effect as of the date this Contract is entered into, section L of this Article shall become null and void. Upon such happening, the parties may, at either's written request, undertake negotiations regarding a new retirement incentive plan.

#### L. Perfect Attendance

To each teacher with perfect attendance, a three hundred dollar (\$300.00) gift card will be awarded. Perfect attendance is defined as no days absent unless for a funeral of an immediate family member as defined in Article VII D. To each teacher with good attendance, a one hundred dollar (\$100.00) gift card will be awarded. Good attendance is defined as no more than a total of one (1) full day or two (2) half days absence unless for a funeral of an immediate family member as defined in Article VII D. The use of personal leave or sick leave is considered "absent". Teachers attending workshops or on school-related business will not be charged with a day of absence.

## **ARTICLE IX--Grievance Procedure**

A. **Definition of Grievance:** Any claim by the DEA or any teacher that there has been a violation of the terms of this agreement. "Days" when used in Article IX shall be defined as calendar days, excluding weekends and legal holidays.

#### B. Procedure:

Step 1: Informal Grievance: It is usually most desirable for a teacher and the teacher's immediately involved supervisor to resolve problems through free and informal communications. If, however, the informal process fails to satisfy the teacher and/or DEA, it is mutually agreed that all grievances, disputes or complaints arising under and during the terms of this agreement shall be settled in accordance with the steps presented herein. Every effort will be made to adjust controversies and disagreements in an amicable manner between the Board and the DEA. In the event that a teacher believes that there is a basis for a grievance, he/she shall first discuss the alleged grievance with his/her building principal within **ten (10) school days** of the incident. Forty (40) days will be allowed to initiate discussion with the principal regarding items borne of Board action, excluding action taken on a previous grievance.

Step 2: Beginning of Formal Grievance: If, as a result of the informal discussion with the building principal as described above, a grievance still exists, the grievant (or the DEA in a class action grievance) may invoke the formal grievance procedure within five **(5) school days** after the informal discussion with the building principal described in Step 1 above. The formal written grievance must state the problem and remedy sought. The grievant may have a DEA representative present at the meeting. The building principal shall respond to the written grievance within **ten (10) school days** with his written solution or response.

Step 3: If the grievance is not resolved at Step 2, then the grievant (or the DEA in a class action grievance) may refer a written grievance, sought remedy, and principal's response, to the Superintendent within five (5) school days after receipt of the Step 2 answer. The Superintendent will meet with the grievant within five (5) days of the Superintendent's receipt of the appeal. The grievant may have a DEA representative present at the meeting. Following the meeting with the Superintendent and the grievant, the Superintendent will respond to the grievant within five (5) days. The response will be written.

Step 4: If after meeting with the Superintendent, the grievant (or the DEA in a class action grievance) is not satisfied with the solution, the grievance may be transmitted to the Board of Education by filing written copies thereof with the Secretary of the Board of Education and the Superintendent within five (5) days. The grievant along with representation form the DEA will be scheduled to meet with the Board to discuss the grievance. The Board, no later than its next regular meeting or two (2) calendar weeks, whichever shall be later, shall hold a hearing on the grievance. Disposition of the grievance by the Board shall be made in writing no later than five (5) days following the meeting. A copy of the deposition will be delivered to the grievant and the President of the DEA.

Step 5: Binding Arbitration:

- a. If the decision of the Board is not satisfactory to the aggrieved, the Association may submit the decision for arbitration within twenty-one (21) school days after receipt of the Board's decision. An impartial arbitrator shall be promptly selected by the parties from a panel of qualified persons prepared by the American Arbitration Association. If the American Arbitration Association is not available, another group mutually acceptable to both parties will be chosen.
  - b. The power of the arbitrator shall be limited to the administration or interpretation of the express terms of this Agreement and the arbitration shall have no power to alter, add to or subtract from the term of this Agreement as written. The decision of the arbitrator shall be binding on all parties involved.
  - c. The fees and expenses of the arbitrator shall be shared equally by the Board and the DEA.
  - d. Neither party, Board or DEA, shall be able to present any evidence to assert any grounds or evidence to the arbitrator not previously shared with the other party.
- C. Class Grievance: Class grievance involving one or more teachers or one or more principals, and grievances involving an administrator above the building level may be initially filled by the DEA and/or teacher(s) at Step 3.
- D. Grievance Withdrawal: A grievance may be withdrawn at any level by mutual agreement without establishing precedent.
- E. No Written Response: If no written decision has been rendered within time limits indicated by a Step, then the grievance may be processed to the next step.
- F. No Reprisals Clause: No reprisals shall be taken by the Board or the Administration against any teacher because of the teacher's participation in a grievance.
- G. No grievance shall be processed unless initiated and carried to the next step within the time provided or as extended by mutual agreement, which agreement shall be provided in writing, with copies submitted to both parties.

H. Each party shall bear the expense for its own representation in the grievance procedure.

## **ARTICLE X--Non-Grievable Items**

The following matter shall not be the basis of any grievance filed under the procedure outlined in the above Article IX:

Decision of the Board not to re-employ a probationary teacher.

## **ARTICLE XI--Reduction in Staff**

**The Board will follow the statutory requirements in SB 7, PERA and the School Code to reduce the number of teachers on the staff due to decreasing enrollments, lack of funds, or other reasons, unless an alternate sequence has been established by a collective bargaining agreement.**

## **ARTICLE XII--Related Items**

- A. No Strike Clause: The DEA agrees it shall not during the period of this Agreement, along with any person acting in its behalf nor any individual teacher who is a DEA member, cause, authorize, or support, any strike. Nor will any DEA members take part in any strike (i.e. the failure to report to work, willful absence of a teacher from his/her position, or work stoppage, in whole or part, from the full, faithful and proper performance of the teacher's duties of employment). It is further agreed the DEA will not itself and will not request any other organization to place a sanction of any form on the Donovan CUSD #3.
- B. DEA Violation of Strike and Sanctions: The DEA will not support the action of any teacher taken in violation of this Article, nor will it directly or indirectly take reprisals of any kind against a teacher who continues or attempts to continue the full, faithful and proper performance of contractual duties or who refuses to participate on any of the activities prohibited by this Article.

## **ARTICLE XIII--Miscellaneous Provisions**

- A. Individual Contract Subject to Master Agreement:
1. Any individual contract between the Board and an individual teacher heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. Any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling. An individual teacher will be informed of the rate of pay prior to signature of the contract.
  2. Temporary Contracts
    - a. Temporary contracts shall be issued to teachers who are temporarily filling a vacancy created by a teacher who is absent due to a leave or illness and plans to return before the end of the school year or to teachers hired after November 1 to temporarily fill a position for the remainder of the school year.
    - b. The temporary contract shall include a termination date or will terminate upon the return of the regular teacher.

- B. Extent of Agreement: This Agreement shall constitute the full and complete Agreements between the parties thereto, and may be altered, changed, added to, deleted from, or modified only through the voluntary consent of both parties in written and signed amendment to this Agreement.
- C. Separability: If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall be deemed not valid or subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

**ARTICLE XIV--Duration of Agreement**

The language in this Agreement shall be effective as of the first of July, 2020 and shall continue in effect utility the last day of June, 2023. Beginning no later than March 15, 2023, the calendar year which this Agreement expires, the DEA and the Board agree to negotiate over a successor Agreement.

The salary, TRS and Appendix C in this Agreement shall be effective as of the first of July, 2020 and shall continue in effect until the last day of June, 2023. Beginning no later than March 15, 2023, the calendar year which this Agreement expires, the DEA and the Board agree to negotiate over a successor Agreement.

Any Agreement so negotiated and ratified, shall be reduced to writing and signed by the DEA and the Board. If pursuant to such negotiations, an Agreement on the renewal or modification is not reached prior to the expiration date; the Agreement shall expire at said expiration date, unless extended for a specific period or periods by mutual written Agreement of both parties.

CUSD #3 Board of Education

Donovan Education Association

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
Vice-President

\_\_\_\_\_  
Vice-President

Approved on \_\_\_\_\_

# APPENDIX A

## **Salary Schedule:**

Except for newly hired teachers and teachers on the district's retirement incentive plan, teachers shall be paid as follows:

Beginning in 2020-2021, gross teacher salaries will be calculated based on their current placement on the salary schedule without TRS from the 2019-2020 school year plus the district's current TRS and THIS contributions from the 2019-2020, not inclusive of any extra-curricular, overload pay, etc.

<b>Year</b>	<b>Rate of increase on Previous Year's Gross Salary</b>
2020-2021	2.0%
2021-2022	2.25%
2022-2023	2.25%

## **Continuing Education Increases:**

\$800 - BA +8	\$1000 - BA +32/MA
\$800 - BA +16	\$1000 - MA +8
\$800 - BA +24	\$1000 - MA +16

At no time will the district be responsible for paying any salary enhancement for continuing education increases if it will cause the employee to earn over the TRS cap (currently 6%) during any salary year that TRS will use for final retirement calculations.

The percent increase under section 'Salary Schedule' will be applied to an employee's gross salary prior to the addition of any continuing education increase.

## **Newly Hired Teachers:**

Teachers newly hired during the term of this agreement shall be paid a starting salary based on the new teachers 1st year in the district.

### Base Salaries - Year 1 B.A.

2020-2021 - \$36,375

2021-2022 - \$37,285

2022-2023 - \$38,217

A one-time signing bonus of \$2,000 will be paid to a newly hired teacher in four (4) installments. \$500 to be paid on each of the 1st four (4) semesters of the first two contract years. To be eligible for the signing bonus, the newly hired teacher must have 5 years or less overall teaching experience. This bonus will not be added to the salary and therefore will not be included in the rate of increase for the following year.

Newly hired teachers with the same experience and education will receive the same salary as current Donovan teachers. Newly hired teachers with experience and education not aligned with current Donovan teachers will be given a salary in line with other teachers below and above them in experience and education.

No newly hired teacher will receive a salary higher than a current teacher with equivalent experience and education.

After their 1st year of service in the district, the newly hired teachers shall receive a salary increase in accordance with the aforementioned salary schedule increases.



## **APPENDIX C**

1. **School Improvement Plan Work = \$15.00 per hour**
2. **In-District Computer Workshops = \$13.00 per hour to receive instruction and \$22.50 per hour to instruct**
3. **Behind-the-Wheel Instruction After School Hours = \$19.00 per hour**
4. **In-House Substitution Pay = \$14.00 per planning period (JH/HS) and \$10 per planning period (Ele)**
5. **Mileage = IRS Rate**
6. **Head Teachers = \$25.00 per occurrence**
7. **After-Hours Computer Lab Supervisor = \$13.00 per hour**
8. **After-Hours Elementary, JH/HS Computer/Technology Coordinator = \$13.00 per hour**
9. **Saturday School Supervisor = \$19.00 per hour**
10. **Homebound Instructor = \$25.00 per hour**
11. **The Board of Education agreed to pay the following maximum amounts for professional staff member toward the purchase of a hospitalization and major medical plan:**
  - \$4500 for the 2020-2021 contract year.**
  - \$5400 for the 2021-2022 contract year.**
  - \$6300 for the 2022-2023 contract year.**
12. **Local Professional Development Committee Coordinators = \$250.00 each**
13. **Mentor Teachers:**
  - \$600 per year for the first protégé and \$300 for each additional protégée**
  - Each mentor is limited to two (2) protégée. In the event that a teacher is hired after the Mentor Training is over, a mentor may assist three (3) protégées at an additional \$300.**
14. **Activity Bus Driver Pay = \$0.20 per mile**
15. **In the event that a CUSD #3 staff member works the gate of sporting events at Donovan Jr. Sr. High School, they will be compensated at a rate of \$15.00 for the first contest and \$10.00 for each contest that follows immediately after. The athletic director will post a list of dates available for staff to work.**
16. **In the event that a CUSD #3 staff member works the book or clock of sporting events at Donovan Jr. Sr. High School, they will be compensated at a rate of \$15.00 per contest. The athletic director will post a list of dates available for staff to work.**
17. **On the occasion that an athletic director or member of the administration is unable to supervise an athletic contest, CUSD #3 staff members will be given the opportunity to take that supervision and receive compensation for their time at the rate of \$75.00 per day/evening.**