

**Agreement Between**  
**Danville Community**  
**Consolidated**  
**School District No. 118**

**and**

**Danville Education**  
**Association, IEA-NEA**

**2016-2018**

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**Agreement Between  
Danville Community Consolidated  
School District No. 118  
and  
Danville Education Association, IEA-NEA  
2016 - 2018**

**Article I - Recognition and Scope of Agreement**

**1.1 Preamble**

This Agreement is made and entered into July 1, 2016 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 recognizes the Association as the sole and exclusive bargaining agent for all full-time and part-time licensed and non-certified employees unless otherwise represented by another exclusive representative or excluded as supervisory, confidential, managerial and short-term employees as defined by the Illinois Educational Labor Relations Act including the following excluded positions:

Administrative Interns  
Assistant Director of Business/Finance  
Assistant Principals  
Associate Principal  
Assistant Director of Special Education  
Assistant Superintendent (2)  
Chief School Business Official  
Director of Curriculum  
Director of Buildings and Grounds  
Director of Educational Support Programs  
Director of Food Service  
Director of Human Resources  
Director of Special Education  
Director of Technology/Information Systems  
Network Administrator

Payroll Clerk (1)  
Principals  
School Administration Manager  
Secretary to the Assistant Superintendent for Instruction (2)  
Secretary to the Board of Education (1)  
Secretary to the Director of Human Resources (2)  
Secretary to the Director of Buildings and Grounds (1)  
Secretary to the Director of Special Education (1)  
Secretary to the Superintendent (1)  
Substitutes  
Superintendent  
Treasurer/Assistant to the Chief School Business Official (1)

- A. The short term 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 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.
- C. The term teacher when used hereinafter in this Agreement shall refer to all licensed employees who are not Educational Support Personnel (ESP) represented by the Association in this bargaining unit.
- D. The term teaching assistant when used hereinafter in this Agreement shall refer to all licensed Educational Support Personnel and interpreters for the hearing impaired, JROTC instructor(s), non-certified school nurse(s), home care intervention coordinator(s), and attendance/hearing officer(s) represented by the Association as determined in Article I, Section 1.3
- E. The term secretary when used hereinafter in this Agreement shall refer to all employees who are not teachers or teaching assistants represented by the Association in the Bargaining Unit as determined in Article I, Sections 1.3.

#### **1.4 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.

## **1.5 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 pertinent documents available to the Association in electronic format 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 the Staff Directory. Nothing herein shall require the Board or administration to research and assemble such information.

- 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 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
- 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 Assistant 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 posted electronically.

- 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. If requested by the secretary, written reason(s) for non-selection will be provided to him/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 (1) 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, to meet student needs, 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 Assistant 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. Compensatory time will be taken at a time mutually agreed upon with his/her immediate supervisor.

#### **4.2 Workday**

The workday for teachers and teaching assistants will not exceed 7.25 hours excluding a duty-free lunch period. Their 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. Their 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 in self-contained core classrooms:

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 self-contained core class reaches twenty-five (25) students, the Board will affect one, or a combination, of the following options listed below. When a 4-5 self-contained core class reaches twenty-nine (29) 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.

Personal assistants, as designated by a student's IEP, will not be utilized when determining class size options listed above.

- B. The Board recognizes that students with disabilities (SLD, ED, intellectual disabilities, vision or hearing impairments) may 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 on a daily basis for the purpose of planning, at least as follows:

Grades K-4: Teachers will have thirty (30) consecutive minutes during pupil attendance hours; three (3) days each work week, forty-five (45) to fifty-five (55) minutes outside pupil attendance hours; and two (2) days a week, forty-five (45) minutes outside pupil attendance hours for principal directed activities.

Grades 5-8: All teachers will have one (1) daily individual planning period. Teachers will also have one (1) daily planning period for team planning/professional development.

Grades 9-12: All teachers will have one (1) class period for individual planning time.

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 the instructional supportive services rate 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**

Unit/Division Leaders may be selected by the principal annually. Vacancies for Unit/Division Leader positions shall be emailed to the teachers in the building. Each member of the Unit/Division may provide 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 allowed a comparable amount of Board scheduled compensatory time.

#### **4.11 Instructional Materials and Supplies**

Each employee will be given the opportunity to submit purchase requests for instructional materials and supplies. The initiating employee(s) shall be informed by the building principal of denied purchase requests 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 pre-school orientation.

A list of materials and supplies that are available in the district warehouse shall be made available electronically at the beginning of each semester.

#### **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 textbooks, 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 wellbeing 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 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 Special Education Office prior to receiving reimbursement.

#### **4.17 Learning Resource Clerk Assignments**

Each attendance center (K – 12) shall have at least a full time librarian or learning resource clerk. This does not include alternative program centers. Danville High School shall have at least one (1) learning resource clerk.

### **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 (1) year or more shall be evaluated at least once in the course of every two (2) 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 (1) other time during the first year.

## **5.4 Procedure**

- A. Teachers
  - 1) The evaluator shall observe the actual performance of the teacher and shall make direct observation of the teacher prior to each written evaluation. Information/data included from sources other than the evaluator shall be discussed with the teacher prior to being placed in the evaluation.
  - 2) A planning conference will be held prior to any formal observation and the teacher shall complete a pre-observation conference document prior to the conference. At the conference both the administrator and teacher 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 teacher following each formal observation. A final evaluation conference will be held with the teacher prior to submitting the evaluation forms to the Human Resources Office. Signatures of the teacher and the supervisor are required.
  - 3) Whenever a tenured teacher receives an overall "Needs Improvement" evaluation, a meeting between the evaluator and the teacher 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) Teachers 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 teacher with specific suggestions for improvement.

- 5) In the event that the teacher feels his/her formal written evaluation/progress report was incomplete, 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 teacher 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 teacher and the supervisor shall appear on all written objections prior to being placed in the teacher's personnel file.

#### B. Secretaries and Teaching Assistants

- 1) Written evaluations of Education Support Personnel (ESP) will utilize the agreed upon ESP evaluation instrument adopted by the Board.
- 2) An evaluation conference will be held with the ESP prior to submitting the evaluation forms to the Human Resources Office. Signatures of the ESP and the supervisor are required. Whenever an ESP receives an overall "Unsatisfactory" rating, a follow-up conference will be held no later than four (4) weeks after the evaluation to detail the ESP'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 ESP, supervisor and Human Resources Office.
- 3) The ESP shall be given a copy of the evaluation.
- 4) In the event that the ESP feels his/her formal written evaluation/progress report was incomplete, 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 ESP and the supervisor shall appear on all written objections, prior to being placed in the ESP's personnel file.
- 5) Any ESP 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 ESP specific and measurable objectives for improvement.

#### **5.5 Evaluation by Central Administrator**

When 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**

A 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 a 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. Sick Leave Bank. The Board shall establish a Sick Leave Bank for the employees in the District to be used solely for an employee's own personal illness. Any employee in the District shall be entitled to draw sick leave days from the Bank for his/her own personal illness, provided the employee has used all his/her accumulated sick leave days and has been absent from school for at least sixty (60) school days for the same illness. The maximum number of any days that can be granted to an employee is one hundred (100) days per illness. In no case will the granting of leave from the Bank cause a member to receive more than his/her annual salary. Sick leave may not be granted for the period of disability when monies are paid to the employee under the Worker's Compensation Law. Time spent on such sick leave days shall be considered as continuous service.
- 1) An employee shall become a member of the Sick Leave Bank by voluntarily donating two (2) sick leave days to the Bank upon its establishment or upon the employee first being employed and shall thereafter donate one (1) day when the total number of days in the Bank falls below 200.
  - 2) Upon application to the Sick Leave Bank by the employee, Human Resources will notify the employee of their eligibility status and will report said determination to the DEA President.
  - 3) The District shall have the responsibility to maintain records of the status of the Bank and to report that status on an annual basis to the DEA. Upon request, any data the District has maintained in its file with regard to the usage of the Sick Leave Bank shall be provided to the DEA.
  - 4) Application for use of the Bank shall be submitted in writing to the District. The application must be accompanied by a physician's statement confirming the application. If an application is for other than consecutive days of illness, a separate application including a physician's statement should be submitted for each separate period of illness. If a member does not use all of the days granted, the unused days will be returned to the Bank.
  - 5) All requests to initially draw upon the Sick Leave Bank must be made in writing and submitted to the District at least fifteen (15) calendar days prior to the employee's anticipated use of the Bank. (Note: In extreme and unusual cases, exceptions may be approved.) Granting of leave shall be made in units of no more than thirty (30) consecutive days. After a member has drawn and used thirty (30) consecutive days from the Sick Leave Bank, the member may apply for more days and shall be required to have a physician's statement.
  - 6) The existence of the Sick Leave Bank does not negate or eliminate any other sick leave policies, nor does it in any way negate a member's right to other sick leave benefits included in this Agreement.

## **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 a 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/Child Rearing Leave**

- A. Childbirth/recovery is classified as a temporary disability for which an employee may utilize sick leave. A maximum period of thirty (30) days of sick leave after giving birth may be used without being required to provide a certification of the attending physician. Sick leave may also be utilized for disabilities related to pregnancy, childbirth or recovery therefrom. A maximum period of 30 days of sick leave may also be used for the adoption of a child upon submission of evidence that the formal adoption process is underway. Eligible employees who do not have sufficient sick leave or who do not qualify for sick leave may use FMLA leave in accordance with the Family and Medical Leave Act (FMLA).
- B. Upon application, an employee who has exhausted sick leave and either has exhausted FMLA leave or is not eligible for an FMLA leave, shall be eligible for parental/child rearing leave without pay for a period not in excess of one (1) year upon the exhaustion or ineligibility for such leave.

C. Application for parental/child rearing 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.

D. Application for parental/child rearing leave must include the following:

- 1) Starting date of the leave
- 2) Expected length of the leave
- 3) Date of return.

E. Application for parental/child rearing 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.

F. When an employee has been granted a parental/child rearing leave, the Board shall have no obligation to return said employee to a position until the leave period expires.

## **6.5 Extended Leave for Personal Reasons**

If a suitable replacement is available, the Board may grant a leave of absence without pay to a maximum of four (4) employees upon the employee's request for a semester or a period not to exceed one (1) year, provided that said employees have been employed by the district for six (6) or more years. The reasons for such leave shall include furthering education or family obligations. Applications must be received by May 1 of the year preceding the commencement of the leave. 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.

## **6.6 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.

## **6.7 Convention Leave**

A maximum of nine (9) official Association delegates to the IEA-NEA Representative Assembly shall be allowed a maximum of two (2) days leave each without loss of pay, provided substitutes are available, and the Association reimburses the District 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, (or his/her designee) 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. These absences are to be processed as school business travel request.

## **6.8 Association Leave**

The Association shall be granted twenty (20) Association days, provided the Association reimburses District for the cost of the substitute. This reimbursement shall be at District'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. These absences are to be processed as school business travel requests.

In addition, the Association shall have ten (10) leave days during bargaining years to prepare for negotiations, provided the Association reimburses the District for the cost of the substitute. This reimbursement shall be at District's prevailing substitute rate.

## **6.9 Employees on Leave - Insurance**

- A. Employees shall be entitled to twelve (12) 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 (12) 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 twelve (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.

### **6.10 Secretary Vacation**

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

After 1 <sup>st</sup> year in the District	5 days
After 2 <sup>nd</sup> year in the District	10 days
After 5 <sup>th</sup> year in the District	15 days

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

- B. Twelve (12) 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. This payment will be made sixty (60) days after the final paycheck and will not count toward the employee's final salary calculation.
- C. Twelve (12) 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 licensed position 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) Licensed 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 re-employment 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/or 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 Assistant 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 does not apply to any employee during his/her first year of employment in the District, nor does it apply to the discharge of a non-tenured teacher.

## **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 via the District's website electronic copies of the official minutes of each official open meeting of the Board which shall include agenda, enrollment data, instructional programs, business reports, non-privileged personnel information, 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 use the designated Association copy code, contact the appropriate building administrator for approval, and 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 cooperation in the preparation of such defense.

### **8.5 Committee Composition**

When the Board establishes a committee which involves the selection of a building administrator, the Association may appoint one (1) member 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 (30) 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 Illinois Educational Labor Relations Board (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 IELRB. Such a charitable organization may include the Danville 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 ten (10) 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 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 ten (10) 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 Association 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**

The Insurance Group shall consist of all employees represented by this Collective Bargaining Agreement plus administrators and non-union, flat-salaried staff.

- A. Group Health Plan. The Board shall provide a Group Health Insurance Plan (the "Plan") with benefits and premiums as determined by the Insurance Committee.
- B. Insurance Reserve Fund. The Board and Association acknowledge that they have established a reserve fund.

C. Insurance Premium for the 2017 and 2018 calendar years. Annually, the Board will pay \$8,388 for each employee enrolled in the Plan based on the monthly insurance census. The \$8,388 will be pro-rated monthly as determined by the monthly insurance census report. The insurance committee will determine the amount of premiums to be collected from the employees annually and deposit premiums in the insurance account on a monthly basis.

D. Insurance Committee.

The deductible, benefits, and premiums for calendar years 2017 and 2018 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.

In the event the Committee fails to develop a plan as required under Paragraph D of this Section, the Board shall develop the plan.

An Insurance Committee will be formed and will be co-chaired by the DEA President and the Chief School Business Official. The Committee will consist of the two co-chairs and:

- 5 DEA bargaining unit members appointed by the Association
- 2 Administrators
- 1 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 three (3) and six (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.), and 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.

### **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 2014 - 2015 school year. The maximum shall be no more than \$2,550.

### **11.3 Optical Insurance**

The Board shall pay up to \$70 per employee per 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.

### **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 9.8901%. 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%.
- E. In the event legislation is enacted into law that increases the Board's obligation to contribute to TRS, during the life of this contract, Sections 12.1 and 12.2 of the contract will be reopened for negotiations.

### **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 pay 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 C and made a part of this Agreement. The Extracurricular Evaluation Instrument shall be attached as Appendix D and made a part of this Agreement.

#### **12.4 Supportive Services**

- A. Employees performing the following instructional supportive services will receive \$22.00 per hour in 2016 – 2017 and \$23.00 per hour in 2017 – 2018.

- 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 \$20.00 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 performed with the consent of the employee.
- C. Employees who perform bus-riding duty shall be compensated at the rate of \$18.50 per hour for time worked beyond the regular work day.
- D. Any teaching assistant performing summer school work will receive \$20.00 per hour for the life of this Agreement.

#### **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.

For travel greater than twenty (20) miles initiated from their school building, 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 (2) or more meals. The actual location for eating the above meals will be at the discretion of the employee.

- B. Employees who travel between two (2) buildings within the same workday will receive \$500 per annum during the life of this Agreement. Those who travel among three buildings or more within the same workday will receive \$625 per annum during the life of this Agreement. Mileage at the IRS rate will be paid for the hearing impaired itinerant teacher(s) during the life of this Agreement.
- C. Any employee approved for in-district travel who received \$220 for the 2015-2016 school year will receive \$275. Any employee approved for in-district travel who received \$480 for the 2015-2016 school year will receive \$500 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 years, 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 the District.

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 the District prior to subtracting

340 days (teachers with less than 34 years of experience) or 170 days (teachers with 34 years of experience).

Payment shall be made via separate check sixty (60) days after retirement or last day worked (whichever shall occur last), and will not be considered a part of the final salary.

- B. Upon Board-approved retirement and in accordance with the requirements of the Illinois Municipal Retirement Fund (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 per day be paid as severance for each accumulated sick leave day not used for service credit in IMRF.

Payment shall be made via separate check sixty (60) days after retirement or last day worked (whichever shall occur last), and will not be considered a part of the final salary.

## **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.
  - (1) Vertical salary schedule advancement is predicated upon years of experience and performance.
    - (a) 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 ten (10) school days of the receipt of the evaluation and completed within thirty (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 Improvement 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 thirty (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.

- (b) Non-certified/licensed 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/licensed 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/licensed employees successfully completing an Improvement Plan shall receive their total vertical step increase. If the thirty (30) day plan carries over to the next school year, any salary withheld from the non-certified/licensed employee on an Improvement Plan shall be paid in a lump sum in their next regularly scheduled check following successful completion. Failure to successfully complete an Improvement Plan will result in loss of vertical step. The employee will be evaluated in the following year.
- (2) 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.

(3) 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 employee 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 and qualifications 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 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 thirty (30) hours of college course shall have \$500 added to his/her scheduled salary each year.

Any secretary who has an Associate's degree or sixty (60) hours of college course shall have \$1,000 added to his/her scheduled salary each year.

Any secretary who has a Bachelor's degree shall have \$1,500 added to his/her scheduled salary each year.

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

### **12.9 Retirement Benefit**

A. The Board will provide a retirement benefit for teaching assistants and secretaries 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.

Payment shall be made via separate check sixty (60) days after retirement or last day worked (whichever shall occur last), and will not be considered a part of the final salary.

B. Employees shall not be eligible for the statutory ERO.

### **12.10 Longevity Payment**

Each employee who has reached the maximum salary in any lane and is not eligible for an experience increment will have a longevity payment of \$1,000 reflected on the last step of the salary schedule.

## **Article XIII – Duration**

### **13.1 Distribution**

Upon ratification of this Agreement, the Board shall prepare the Agreement for printing. The Association agrees to 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, 2018, except for Article XI and Sections 12.1 12.2 12.3 12.5 12.6 12.7 12.8 12.9 and 12.10 of Article XII shall be effective July 1, 2016; the pay for Behind the Wheel driver education teachers based on the supportive services rate shall also be effective on July 1, 2016.

### **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 WHEREOF, The Parties hereto have executed this Agreement this 16<sup>th</sup> day of November, 2016.

DANVILLE COMMUNITY CONSOLIDATED SCHOOL DISTRICT NO.118:

By \_\_\_\_\_ President, Board of Education  
By \_\_\_\_\_ Superintendent of Schools  
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**

<b>Certified Staffs' Salary Schedule</b>						
<b>2016-2017</b>						
0	1	2	3	4	5	6
	Bachelor			Master		60 GRAD
Degree	135 SH	150 SH	Degree	180 SH	195 SH	210 SH
\$36,911	\$37,735	\$38,559	\$40,207	\$41,855	\$42,678	\$44,326
\$38,229	\$39,053	\$39,877	\$41,525	\$43,173	\$43,997	\$45,645
\$39,548	\$40,372	\$41,195	\$42,843	\$44,491	\$45,315	\$46,963
\$41,195	\$42,019	\$42,843	\$44,491	\$46,139	\$46,963	\$48,611
\$42,843	\$43,667	\$44,491	\$46,139	\$47,787	\$48,611	\$50,258
\$44,491	\$45,315	\$46,139	\$47,787	\$49,435	\$50,258	\$51,906
\$46,139	\$46,963	\$47,787	\$49,435	\$51,082	\$51,906	\$53,554
\$47,787	\$48,611	\$49,435	\$51,082	\$52,730	\$53,554	\$55,202
\$49,435	\$50,258	\$51,082	\$52,730	\$54,378	\$55,202	\$56,850
\$51,082	\$51,906	\$52,730	\$54,378	\$56,026	\$56,850	\$58,498
\$52,730	\$53,554	\$54,378	\$56,026	\$57,674	\$58,498	\$60,145
\$54,378	\$55,202	\$56,026	\$57,674	\$59,321	\$60,145	\$61,793
\$56,026	\$56,850	\$57,674	\$59,321	\$60,969	\$61,793	\$63,441
\$57,674	\$58,498	\$59,321	\$60,969	\$62,617	\$63,441	\$65,089
\$58,674	\$59,498	\$60,969	\$62,617	\$64,265	\$65,089	\$66,737
		\$61,969	\$64,265	\$65,913	\$66,737	\$68,384
			\$65,913	\$67,561	\$68,384	\$70,032
			\$66,913	\$69,208	\$70,032	\$71,680
				\$70,208	\$71,680	\$73,328
					\$72,680	\$74,328

**Certified Staffs' Salary Schedule  
2017-2018**

0	1	2	3	4	5	6
	Bachelor			Master		60 GRAD
Degree	135 SH	150 SH	Degree	180 SH	195 SH	210 SH
\$37,096	\$37,924	\$38,752	\$40,408	\$42,064	\$42,892	\$44,548
\$38,421	\$39,249	\$40,077	\$41,733	\$43,389	\$44,217	\$45,873
\$39,745	\$40,573	\$41,401	\$43,057	\$44,714	\$45,542	\$47,198
\$41,401	\$42,229	\$43,057	\$44,714	\$46,370	\$47,198	\$48,854
\$43,057	\$43,886	\$44,714	\$46,370	\$48,026	\$48,854	\$50,510
\$44,714	\$45,542	\$46,370	\$48,026	\$49,682	\$50,510	\$52,166
\$46,370	\$47,198	\$48,026	\$49,682	\$51,338	\$52,166	\$53,822
\$48,026	\$48,854	\$49,682	\$51,338	\$52,994	\$53,822	\$55,478
\$49,682	\$50,510	\$51,338	\$52,994	\$54,650	\$55,478	\$57,134
\$51,338	\$52,166	\$52,994	\$54,650	\$56,306	\$57,134	\$58,790
\$52,994	\$53,822	\$54,650	\$56,306	\$57,962	\$58,790	\$60,446
\$54,650	\$55,478	\$56,306	\$57,962	\$59,618	\$60,446	\$62,102
\$56,306	\$57,134	\$57,962	\$59,618	\$61,274	\$62,102	\$63,758
\$57,962	\$58,790	\$59,618	\$61,274	\$62,930	\$63,758	\$65,414
\$58,962	\$59,790	\$61,274	\$62,930	\$64,586	\$65,414	\$67,070
		\$62,274	\$64,586	\$66,242	\$67,070	\$68,726
			\$66,242	\$67,898	\$68,726	\$70,382
			\$67,242	\$69,554	\$70,382	\$72,038
				\$70,554	\$72,038	\$73,695
					\$73,038	\$74,695



**Teaching Assistant Salary Schedule  
2016-2017**

1	2	3
Certified	Associates'	Bachelor's
30 hrs	Degree	Degree
\$15,899	\$18,009	\$19,252
\$16,519	\$18,630	\$19,872
\$17,140	\$19,252	\$20,555
\$17,761	\$19,872	\$21,239
\$18,382	\$20,494	\$21,984
\$19,127	\$21,239	\$22,729
\$19,872	\$22,605	\$24,095
\$20,617	\$23,475	\$25,089
\$21,363	\$24,220	\$25,835
\$21,984	\$24,965	\$26,703
\$22,729	\$25,710	\$27,448
\$23,475	\$26,393	\$28,194
\$23,873	\$26,794	\$28,594
\$24,313	\$27,469	\$29,314
\$24,753	\$28,145	\$30,034
\$25,753	\$29,145	\$31,034

<b>Teaching Assistant Salary Schedule</b>		
<b>2017-2018</b>		
<b>1</b>	<b>2</b>	<b>3</b>
Certified	Associates	Bachelor
30 hrs	Degree	Degree
\$16,137	\$18,280	\$19,540
\$16,767	\$18,909	\$20,170
\$17,397	\$19,540	\$20,863
\$18,028	\$20,170	\$21,558
\$18,658	\$20,801	\$22,314
\$19,414	\$21,558	\$23,070
\$20,170	\$22,944	\$24,457
\$20,927	\$23,827	\$25,466
\$21,683	\$24,583	\$26,222
\$22,314	\$25,339	\$27,104
\$23,070	\$26,096	\$27,860
\$23,827	\$26,789	\$28,616
\$24,232	\$27,195	\$29,022
\$24,678	\$27,881	\$29,754
\$25,124	\$28,567	\$30,485
\$26,124	\$29,567	\$31,485

Secretary / LRC Salary Schedule 2016-2017											
	0	1	2	3	4	6	7	8	9		
	Secretary/LRC (Level 5)						Secretary/Specialty Jobs (Level 6)				
Daily Rate	180	190	195	200	205	237	Daily Rate	195	205	237	
\$112.51	\$20,252	\$21,377	\$21,939	\$22,502	\$23,065	\$26,665	\$115.17	\$22,459	\$23,611	\$27,296	
\$114.68	\$20,643	\$21,790	\$22,363	\$22,937	\$23,510	\$27,180	\$117.40	\$22,893	\$24,067	\$27,824	
\$116.84	\$21,032	\$22,200	\$22,785	\$23,369	\$23,953	\$27,692	\$119.61	\$23,324	\$24,520	\$28,348	
\$121.39	\$21,850	\$23,064	\$23,671	\$24,278	\$24,885	\$28,769	\$124.26	\$24,232	\$25,474	\$29,451	
\$124.70	\$22,446	\$23,693	\$24,317	\$24,940	\$25,564	\$29,554	\$127.65	\$24,893	\$26,169	\$30,254	
\$128.00	\$23,040	\$24,320	\$24,960	\$25,600	\$26,240	\$30,337	\$131.03	\$25,552	\$26,862	\$31,055	
\$131.31	\$23,637	\$24,950	\$25,606	\$26,263	\$26,919	\$31,122	\$134.42	\$26,213	\$27,557	\$31,859	
\$134.63	\$24,233	\$25,579	\$26,252	\$26,925	\$27,598	\$31,907	\$137.81	\$26,874	\$28,252	\$32,662	
\$137.94	\$24,829	\$26,208	\$26,898	\$27,588	\$28,277	\$32,692	\$141.21	\$27,535	\$28,947	\$33,466	
\$141.25	\$25,425	\$26,838	\$27,544	\$28,250	\$28,956	\$33,477	\$144.60	\$28,196	\$29,642	\$34,269	
\$144.56	\$26,021	\$27,467	\$28,190	\$28,913	\$29,635	\$34,262	\$147.99	\$28,857	\$30,337	\$35,073	
\$147.88	\$26,618	\$28,096	\$28,836	\$29,575	\$30,314	\$35,047	\$151.38	\$29,519	\$31,032	\$35,876	
\$151.18	\$27,212	\$28,723	\$29,479	\$30,235	\$30,991	\$35,829	\$154.76	\$30,177	\$31,725	\$36,677	
\$154.49	\$27,808	\$29,353	\$30,125	\$30,898	\$31,670	\$36,614	\$158.15	\$30,839	\$32,420	\$37,481	
\$157.80	\$28,404	\$29,982	\$30,771	\$31,560	\$32,349	\$37,399	\$161.54	\$31,500	\$33,115	\$38,284	
	\$28,759	\$30,357	\$31,156	\$31,955	\$32,753	\$37,866		\$31,894	\$33,529	\$38,763	
	\$29,334	\$30,964	\$31,779	\$32,594	\$33,409	\$38,624		\$32,531	\$34,200	\$39,538	
	\$29,921	\$31,583	\$32,414	\$33,246	\$34,077	\$39,396		\$33,182	\$34,884	\$40,329	
	\$30,921	\$32,583	\$33,414	\$34,246	\$35,077	\$40,396		\$34,182	\$35,884	\$41,329	

**Secretary / LRC Salary Schedule  
2017-2018**

Daily Rate	Secretary/LRC (Level 5)									Secretary/Specialty Jobs (Level 6)								
	180	190	2	3	4	6	7	8	9	180	190	200	205	237	195	205	237	
\$114.20	\$20,556	\$21,698	\$22,269	\$22,840	\$23,411	\$27,065	\$22,796	\$23,965	\$27,706	\$116.90	\$116.90	\$22,796	\$23,965	\$27,706	\$22,796	\$23,965	\$27,706	
\$116.40	\$20,953	\$22,117	\$22,699	\$23,281	\$23,863	\$27,588	\$23,236	\$24,428	\$28,241	\$119.16	\$119.16	\$23,236	\$24,428	\$28,241	\$23,236	\$24,428	\$28,241	
\$118.60	\$21,347	\$22,533	\$23,126	\$23,719	\$24,312	\$28,107	\$23,674	\$24,888	\$28,773	\$121.41	\$121.41	\$23,674	\$24,888	\$28,773	\$23,674	\$24,888	\$28,773	
\$123.21	\$22,178	\$23,410	\$24,026	\$24,642	\$25,258	\$29,201	\$24,595	\$25,856	\$29,892	\$126.13	\$126.13	\$24,595	\$25,856	\$29,892	\$24,595	\$25,856	\$29,892	
\$126.57	\$22,783	\$24,049	\$24,682	\$25,314	\$25,947	\$29,998	\$25,266	\$26,562	\$30,708	\$129.57	\$129.57	\$25,266	\$26,562	\$30,708	\$25,266	\$26,562	\$30,708	
\$129.92	\$23,386	\$24,685	\$25,335	\$25,984	\$26,634	\$30,792	\$25,935	\$27,265	\$31,521	\$133.00	\$133.00	\$25,935	\$27,265	\$31,521	\$25,935	\$27,265	\$31,521	
\$133.28	\$23,991	\$25,324	\$25,990	\$26,657	\$27,323	\$31,588	\$26,606	\$27,970	\$32,336	\$136.44	\$136.44	\$26,606	\$27,970	\$32,336	\$26,606	\$27,970	\$32,336	
\$136.65	\$24,596	\$25,963	\$26,646	\$27,329	\$28,012	\$32,385	\$27,277	\$28,676	\$33,152	\$139.88	\$139.88	\$27,277	\$28,676	\$33,152	\$27,277	\$28,676	\$33,152	
\$140.01	\$25,201	\$26,602	\$27,302	\$28,002	\$28,702	\$33,182	\$27,948	\$29,381	\$33,968	\$143.32	\$143.32	\$27,948	\$29,381	\$33,968	\$27,948	\$29,381	\$33,968	
\$143.37	\$25,807	\$27,240	\$27,957	\$28,674	\$29,391	\$33,979	\$28,619	\$30,087	\$34,783	\$146.77	\$146.77	\$28,619	\$30,087	\$34,783	\$28,619	\$30,087	\$34,783	
\$146.73	\$26,412	\$27,879	\$28,613	\$29,346	\$30,080	\$34,775	\$29,290	\$30,792	\$35,599	\$150.21	\$150.21	\$29,290	\$30,792	\$35,599	\$29,290	\$30,792	\$35,599	
\$150.09	\$27,017	\$28,518	\$29,268	\$30,019	\$30,769	\$35,572	\$29,961	\$31,498	\$36,415	\$153.65	\$153.65	\$29,961	\$31,498	\$36,415	\$29,961	\$31,498	\$36,415	
\$153.44	\$27,620	\$29,154	\$29,922	\$30,689	\$31,456	\$36,366	\$30,630	\$32,201	\$37,227	\$157.08	\$157.08	\$30,630	\$32,201	\$37,227	\$30,630	\$32,201	\$37,227	
\$156.81	\$28,225	\$29,793	\$30,577	\$31,361	\$32,145	\$37,163	\$31,301	\$32,906	\$38,043	\$160.52	\$160.52	\$31,301	\$32,906	\$38,043	\$31,301	\$32,906	\$38,043	
\$160.17	\$28,830	\$30,432	\$31,233	\$32,034	\$32,834	\$37,960	\$31,972	\$33,612	\$38,859	\$163.96	\$163.96	\$31,972	\$33,612	\$38,859	\$31,972	\$33,612	\$38,859	
	\$29,191	\$30,812	\$31,623	\$32,434	\$33,245	\$38,434		\$34,032	\$39,344			\$32,372	\$34,032	\$39,344	\$32,372	\$34,032	\$39,344	
	\$29,774	\$31,428	\$32,256	\$33,083	\$33,910	\$39,203		\$34,713	\$40,131			\$33,019	\$34,713	\$40,131	\$33,019	\$34,713	\$40,131	
	\$30,370	\$32,057	\$32,901	\$33,744	\$34,588	\$39,987		\$35,407	\$40,934			\$33,680	\$35,407	\$40,934	\$33,680	\$35,407	\$40,934	
	\$31,370	\$33,057	\$33,901	\$34,744	\$35,588	\$40,987		\$36,407	\$41,934			\$34,680	\$36,407	\$41,934	\$34,680	\$36,407	\$41,934	

<b>FLAT SALARIED STAFF</b>			
<b>Name</b>	<b>2016-17 Salary</b>	<b>2016-17 Bonus</b>	<b>2017-18 Bonus</b>
Carolyn Kirk	\$35,486	\$1,000	\$1,000
LaTana Lillard	\$35,486	\$1,000	\$1,000
Jenni Winland	\$35,486	\$1,000	\$1,000
Amre Carey	\$35,486	\$1,000	\$1,000
Debbie Plush	\$35,486	\$1,000	\$1,000
Brandye Kizer	\$35,486	\$1,000	\$1,000

<b>INFORMATION TECHNOLOGY SPECIALIST</b>			
<b>Name</b>	<b>2016-17 Salary</b>	<b>2017-18 Salary</b>	<b>Salary Range</b>
Nathaniel Gleason	\$38,192	\$39,338	\$36,000 - \$45,000
Cheryl Brumett	\$41,906	\$43,163	\$36,000 - \$45,000
Annette Hummel	\$39,253	\$40,431	\$36,000 - \$45,000
Alan Rivers	\$45,000 + \$567 bonus	\$45,000 + \$1,000 bonus	\$36,000 - \$45,000
Dale McCoy	\$37,080	\$38,192	\$36,000 - \$45,000

<b>SCHOOL NURSES/PHYSICAL THERAPIST ASSISTANT</b>			
<b>Name</b>	<b>2016-17 Salary</b>	<b>2017-18 Salary</b>	<b>Salary Range</b>
Brooke Chambliss	\$43,496	\$44,000 + \$496 bonus	\$36,000 - \$44,000
Darcey Deffenbaugh	\$43,496	\$44,000 + \$496 bonus	\$36,000 - \$44,000
Kim Frazier	\$43,496	\$44,000 + \$496 bonus	\$36,000 - \$44,000
Danielle Greenlee	\$48,496*	\$49,000*	\$36,000 - \$44,000
Carrie High	\$43,496	\$44,000 + \$496 bonus	\$36,000 - \$44,000
Larissa Lewsader	\$43,496	\$44,000 + \$496 bonus	\$36,000 - \$44,000
Kelly Strader	\$43,496	\$44,000 + \$496 bonus	\$36,000 - \$44,000

Certified school nurses working in a non-certified position shall have \$5,000 added to his/her scheduled salary each year.

\*Includes \$5,000 stipend

## Appendix B

<b>SECRETARY/LRC Job Classification and Work Days</b>			
Days	Position	Levels	
180	DHS Attendance/Discipline Secretary	5	
	Secretary to Education to Careers (.50)	5	
190	LRC's at Elementary & Middle Schools	5	
	Secretary to Curriculum (.50)	5	
	Secretary to Technology	5	
195	Elementary Head Secretaries to Principals	6	
	Elementary Secretaries	5	
	Secretary to Middle School	5	
	Secretary to Middle School Counselors	5	
	Secretary to Athletic Director	5	
	Secretary to Special Education	5	
	Secretary Assistant Cashier DHS (.50)	5	
	Secretary to Food Service Annex (.50)	5	
	200	LRCs at High School	5
		Secretary to Guidance Counselors at High School	5
		Secretary to Pre-K	5
Secretary to Warehouse (.50)		5	
205	Secretaries to Assistant Principals High School	5	
	Secretary to Principal at Middle School	6	
	Secretary to Grants	5	
	Secretary to Special Education (.50)	5	
237	Secretary Accounts Payable	6	
	Secretary Assistant Payroll Clerk	6	
	Secretary Attendance High School	6	
	Secretary Benefits Clerk (.50-1.0)	6	
	Secretary Benefits Coordinator	6	
	Secretary Bookkeeper	6	
	Secretary Bookkeeper/Grants	6	
	Secretary Cashier High School	6	
	Secretary Computer Data Processing High School	6	
	Secretary Data Processing District	6	
	Secretary Films and Records	5	
	Secretary Human Resources Communication	6	
	Secretary Purchasing Clerk (.50-.75)	5	
	Secretary Registrar High School	6	
	Secretary to Business Office	6	
	Secretary to Director of Student Services	6	
	Secretary to Food Service	6	
Secretary to Principal of Alternative School	6		
Secretary to Principal of High School	6		
	Information System Technicians	FLAT	

## Appendix C

### Extracurricular Salary Differentials – BOE Approved 08/16/17

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 and Girls)	19.0%	
Head Football		
Marching Band Director	15.0%	
Head Track (Boys and Girls)		
Athletic Equipment Manager	12.0%	
Assistant Marching Band Director		
Assistant Basketball (Boys and Girls) - 3 each		
Assistant Football (8 positions)		
Band Performance		4 weeks
Head Baseball		
Head Cross Country		
Head Golf		
Head Soccer (Boys and Girls)		
Head Softball		
Head Swimming (Boys and Girls)		
Head Tennis (Boys and Girls)		
Head Volleyball		
Head Wrestling		
Orchestra Performance		
Show Choir Combo Director		
Vocal Contemporaires		
Vocal Delegation		
Vocal Executives		
Vocal Performance		
Assistant Track (Boys and Girls) 2 each	10.0%	
Boys Athletic Trainer		
Girls Athletic Trainer		
Varsity Cheerleading		
Weight Room Supervisor (each semester)		
Maroon and White Advisor	9.0%	
Medley Advisor		
Musical/Drama Director		
Pompettes Coach		

Archery	7.5%	
Assistant Baseball		
Assistant Cross Country		
Assistant Soccer (Boys and Girls)		
Assistant Softball		
Assistant Swimming (Boys and Girls)		
Assistant Tennis (Boys and Girls)		
Assistant Volleyball		
Assistant Wrestling		
Drill Team (ROTC)		
Jazz Band	7.0%	
Advocates	5.0%	
Chess Team Coach		
Computer Club		
Fine Arts Club		
Future Teachers of America		
Gaming Club		
Hispanic Club		
Human Relations Club (GSA)		
Junior Class Advisor		
Junior Varsity Cheerleading		
Library Club		
Local History Club		
Maroon and White Business Staff Advisor		
Musical/Drama Assistant		
Medley Business Staff Advisor		
Honor Society		
Pep Band		
Problem Solving Club		
Radio/TV Staff Advisor		
SLO Resource (2)		
Scholastic Bowl Coach		
Senior Class Advisor		
Student Council Advisor		
Science Club		
Spanish/French Club		
Speech Club		
We Can Do Anything Club		
WYSE		
Young Men Empowerment		
Young Women Empowerment		



Chess Club Assistant	2.5%	
Freshman Class Advisor		
Innovative Program stipend		
Model United Nations		
Scholastic Bowl Assistant Coach		
Sophomore Class Advisor		
Speech Club Assistant		

MIDDLE SCHOOL	% OF BASE PAY	ADDITIONAL TIME
Athletic Director	10.0%	1 class period/day release
Head Basketball (Eighth Grade) B & G		
Head Basketball (Seventh Grade) B & G		
Vocal Radiant Reds		
Vocal Redcoats		
Cross Country Coach	8.0%	
Head Track Coach (Boys & Girls)		
Head Seventh Volleyball Coach		
Head Eighth Volleyball Coach		
Assistant Basketball Coach (Boys & Girls)	6.5%	
Band Performance		
Musical Performance Director		
Orchestra Performance		
Vocal Performance		
Yearbook Advisor		
Drama Club Director	5.5%	
Assistant Boys Track Coach (2)	5.0%	
Assistant Girls Track Coach (2)		
Assistant Volleyball Coach		
Computer Club		
Head Baseball Coach		
Head Softball Coach		
Newspaper		
Problem Solving Club		
Scholastic Bowl Coach		
Cheerleading 7th/8th		
Jazz Band		
Student Council Advisor Eighth Grade		
Student Council Advisor Seventh Grade		

Assistant Baseball Coach	2.5%	
Assistant Softball Coach		
Builder's Club		
Chess Team Coach		
College and Career Opportunities		
Future Teachers of America		
Innovative Program stipend		
National Junior Honor Society		
Spelling Coach		

<b>UPPER ELEMENTARY</b>	<b>% OF BASE RATE</b>	<b>ADDITIONAL TIME</b>
Band Performance	5.0%	
Computer Club		
Orchestra Performance		
Vocal Green Machine		
Vocal Performance		

Basketball Coach (Boys & Girls)	2.5%	
Chess Club Coach		
Cross Country (Boys and Girls)		
Drama Club		
Musical Performance Director		
Newspaper		
Patrol Supervisor		
Problem Solving Club		
Scholastic Bowl Coach		
STEM		
Scrabble Club		
Service Club		
Track Coach (Boys & Girls)		
Volleyball Coach (Boys & Girls)		
Yearbook Advisor		
Innovative Program stipend		

<b>ELEMENTARY</b>	<b>% OF BASE RATE</b>	<b>ADDITIONAL TIME</b>
Band Performance (NE only)	2.5%	
Basketball Coach		
Innovative Program stipend		
Patrol Supervisor		
Problem Solving Coach		
Scholastic Bowl Coach		
Track Coach		
Volleyball Coach		
Yearbook Advisor		

<b>DISTRICT -WIDE</b>	<b>% OF BASE RATE</b>	<b>ADDITIONAL TIME</b>
AVID (MS Coordinator)	5.5%	
AVID (HS Coordinator)		
Instructional Unit/Division Leaders		
Nurse Supervisor		3 weeks
<b>PBIS</b>		
Enrollment up to 300	FLAT \$750	
Enrollment 300 - 450	\$1,000	
Enrollment 451 and above	\$1,500	
<b>Webmaster</b>		
Webmaster	5.0%	
Computer Resource Person		
Cooperative Career Education Coordinator		3 weeks
District Grant Coordinator		2 weeks
District Literacy Coach		2 weeks
District Math Coach		2 weeks
District Webmaster		2 weeks
Guidance		3 weeks
DHS Library		4 weeks
Industrial Ed employees		3 days
Nurses		3 days
Psychologists		5-10 days
Social Workers		5-10 days
S.T.E.P. Coordinator		4 weeks
WECEP Coordinator		3 days

Extracurricular stipends for 2016 – 2017 listed in Appendix C are calculated as a percentage of the extracurricular base of \$35,120.

Extracurricular stipends for 2017 – 2018 listed in Appendix C are calculated as a percentage of the extracurricular base of \$36,876 pending an agreed upon restructuring of the extracurricular salary schedule.

Any unfilled extracurricular position may be filled or exchanged for a new or existing position at the administration's discretion.

## Appendix D

### Extracurricular Evaluation Instrument

Danville Community Consolidated Schools

Extracurricular Position Evaluation

\*Does not apply to high school coaches

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Employee Name	School Year	Assignment
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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.)

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Signature of Evaluator/Date

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Signature of Staff Member/Date

## Memoranda of Agreement

1. 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.
2. The DEA shall appoint one member to the District Safety Committee. A safety committee shall be formed at each attendance center.
3. 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, business leave, school 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.
4. The medical needs of students will dictate building assignments and number of nurses employed. The Board will maintain at least one certified school nurse position and at least one such position will be paid according to the certified salary schedule. The Board and Association recognize that the certified nurse may be called upon, from time to time, to perform medical reviews, attend IEP meetings, provide nursing services at other buildings in the event of an emergency involving the health or safety of a student, or in substitute situations.
5. 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.
6. JROTC Instructors  
Notwithstanding anything in the Collective Bargaining Agreement to the contrary, Junior Reserve Officer Training Corp (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.

7. The Benefit Coordinator shall have \$5,000 added to his/her scheduled salary each year. Duties shall include, but not be limited to, coordination of TRS, IMRF, Family and Medical Leave Act, and Affordable Care Act.

## **Memorandum of Agreement**

The Danville Education Association, IEA-NEA (hereafter DEA) and Danville District #118 (hereafter District) hereby enter into this Memorandum of Agreement.

### **Retention Stipend for Extra Work Completed in 2016-2017**

Due to extra work requirements from staff shortages and to improve staff retention, all Learning Behavior Specialist I (LBS-I) Teachers assigned to special education and who are returning for the 2017-2018 school year will receive \$800 for extra services for the 2016-2017 school year as a separate paycheck in a lump sum during the first pay period in August, 2017.

### **Staff Overload for 2017-2018 and 2018-2019**

All Learning Behavior Specialist I (LBS-I) assigned to special education and having a caseload in excess of the Illinois Administrative Code 226.730 maximum caseload may submit time sheets for pay for up to four(4) hours for each student exceeding the maximum limit. If additional hours are needed, they may be granted with the prior approval of the Director of Special Education or designee.

Payment for these extra case management duties (IEP, Manifestation Determination, and Three Year Re-evaluation, etc.) shall be at the supportive service rate.

If the case load exceeds the maximum by seven (7) students, a meeting with the Director of Special Education or designee will be convened to discuss a solution on overload (including but not limited to assigning to other teachers, release time, assigning a teaching assistant, reallocating students, etc.). Caseloads for this policy is based off of the following: a.) For students with intense services, 226.730 specifies maximum case load is 15 (teacher plus teaching assistant); b.) For students with less intense services, 226.730 specifies maximum case load is 19 (teacher plus teaching assistant).

### **Special Education Licensure Incentive**

For the 2017-2018 and 2018-2019 school years, teachers not currently endorsed as Learning Behavioral Specialist I can take, at District expense, coursework and tests for endorsement on a pre-existing teacher certification to become a certified special education teacher. Teachers must receive prior District approval and enroll in a District-approved education program to participate. District payment for the special education endorsement requires a commitment from the teacher to work in the District for an additional three (3) years in a position assigned by the administration. A teacher's failure to comply with this 3-year commitment will require the teacher to reimburse the District for expenses. Each teacher shall sign a promissory note to that effect. The District can limit to five (5) the number of staff members approved for new endorsement.

### **Retirement Penalty**

For teachers receiving the 6% retirement benefit, to the extent that the payments described in this agreement shall cause the Board to pay additional penalties to TRS, the Board shall have the right to reduce the amount of the retirement benefit so that the Board will not incur such penalties.

### **Special Education Improvement**

The DEA and District will convene a committee to update the Special Education Workload Plan, as required by 226.735. A mentoring program, administered by the District with input from the DEA, may also be formed. The District may offer new staff members up to three (3) days on rate for professional development and orientation.

**Special Education Instructional Leaders (temporary extra-curricular positions for 2017-18 and 2018-19 )**

The DEA and District recognize that having Special Education Coaches and technical experts are necessary to assist all staff members with carrying out their duties. Due to the shortage of LBS-I staff members, as an interim extracurricular assignment until Coaches are hired, Special Education Instructional Leaders will be hired at Danville High School/KDBA, Mark Denman Elementary, South View Elementary, North Ridge, and two other positions combining multiple elementary schools. Special Education Instructional Leaders will assist with mentoring, policy development/implementation, professional development, and case management support. Pay will be at the Division Leader rate of 5.5% of the extracurricular base.

**Salary Incentives for School Psychologists for 2017-2018 and 2018-2019**

Because of an acute shortage of School Psychologists, the parties agree that beginning School Psychologists will be hired at a starting salary in the appropriate lane on the salary schedule plus an additional four (4) steps on the salary schedule. Newly-hired School Psychologists with previous experience will receive credit for their experience plus four (4) additional steps on the salary schedule. All current District 118 School Psychologists will also receive an additional four (4) steps on the salary schedule. Also, the DEA and District agree that School Psychologists can be hired on a full or part-time basis (i.e. 0.50, 0.75. and 1.00 equivalent).

**Salary Incentives for Special Education Teachers and Speech Language Pathologists (SLPs) for 2017-2018 and 2018-2019**

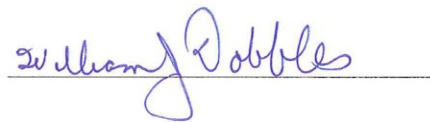
Because of an acute shortage of Special Education Teachers and SLPs, the parties agree that newly-hired Special Education Teachers and SLPs with less than three (3) years experience will be placed on the salary schedule at the District starting salary in the appropriate lane plus three (3) steps on the salary schedule. Any current Special Education Teacher or SLP, who is making less than the District starting salary plus three (3) steps, will be brought up to the pay equal to newly-hired staff under this section.

Newly-hired Special Education Teachers and SLPs with three (3) years experience or more will receive a one-time stipend equal to three (3) step differentials on the salary schedule, (i.e., 3 x \$1656). The stipend is conditioned upon the teacher working in the District for three (3) years in a position assigned to them by the administration. A teacher's failure to comply with this three (3) year commitment will require the teacher to pay back to the District the stipend. Each teacher shall sign a promissory note to that effect.

New staff hired under this section will have the option of receiving payment for the extra steps/stipend either as a lump sum or distributed over 26 pays.

This document constitutes the entire understanding of the agreement between the DEA and District, and may not be modified or terminated without mutual consent. The agreement will be effective immediately and expires at the end of the 2018-2019 school year. This agreement is not precedent setting

For Danville District #118 Board of Education:



Representative of the Board

Date: 7-19-17

For the DEA:



Representative of the DEA

Date: July 19th 2017