



**AGREEMENT BETWEEN  
THE DELAND-WELDON  
EDUCATION ASSOCIATION,  
IEA/NEA  
AND  
THE BOARD OF EDUCATION  
DELAND-WELDON  
COMMUNITY UNIT SCHOOL  
DISTRICT NO. 57  
2008-2011**

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ARTICLE I  
RECOGNITION

1.1. The Board of Education of DeLand-Weldon Community Unit School District No. 57, hereinafter referred to as the "Board", hereby recognizes the DeLand-Weldon Education Association, IEA-NEA, hereinafter referred to as the "Association", as the sole and exclusive bargaining representative for all regularly employed non-temporary full-time and part-time certified teaching personnel, including counselors, and educational support personnel, except the following classification: Superintendent, Principals, Assistant Principals, and all supervisory, confidential and managerial personnel as defined in the Illinois Education Labor Relations Act .

1.2.1 Certified

All employees described in 1.1 shall be entitled to the protection of this Agreement. Said employees shall also be entitled to benefits under this agreement except with respect to medical/health insurance an employee must be employed at least half-time or more within his/her category of employment. Any person working less than full-time, but at least half-time shall be entitled to medical/health insurance as provided in this Agreement.

A teacher who has been employed on a full-time basis, but has his/her hours reduced to less than full-time by the Board, shall continue to receive full-time medical/health benefits. However, if a teacher voluntarily reduces his/her hours to less than full-time, he/she shall receive pro rata payment of his/her medical/health insurance premium as long as he/she is employed at least 50% of the workday.

1.2.2 Non-Certified

Full-time/part-time employees shall be entitled to the protection of this agreement. A full-time employee is defined as one who works a twelve-month schedule. Building secretaries will, for insurance purposes, be classified as full-time.

1.3.1 Certified

The term "teacher", when used hereinafter in this agreement, shall refer to all employees represented by the Association in the negotiating unit defined above unless there is a specific delineation between teachers and ESPs in a paragraph of this agreement.

1.3.2 Non-Certified

The term "educational support personnel," when used hereinafter in this appendix, shall refer to all employees represented by the Association in the negotiating unit defined above and shall be referred to as "Employee".

- 1.4 The Board will agree to a Letter of Understanding which says the following: Teachers assigned to another school via a cooperative program will be subject to the policies of the other school district in the management of the classroom and students when instructing at the other school. Questions of union representation, compensation, etc., will still be subject to the DeLand-Weldon Collective Bargaining Agreement. Any grievance arising out of the assignment will be filed with the DeLand-Weldon Board of Education. If any different arrangement is proposed under a cooperative agreement, the Association and individual teachers will be notified.
- 1.5 The Board shall make available to the Association a copy of any new policy or amendment to an existing policy in advance of Board adoption. It will advise the Association as to the board meeting at which it is proposed the policy be adopted by sending an agenda or written notice to the Association President prior to the Board meeting. Adoption of a policy, or amendment thereto, is a Board prerogative.

A current copy of District policies shall be maintained in the employees' lounge/workroom in each building.

## ARTICLE II

### NEGOTIATION PROCEDURE

- 2.1 The parties agree that their duly designated representatives shall negotiate in good faith with respect to wages, hours and other terms and conditions of employment, and association rights to include a grievance resolution procedure.
- 2.2 The parties agree that it is their mutual responsibility to confer upon their respective representatives the necessary power and authority to make proposals, consider proposals, make counter-proposals in the course of negotiations, and to reach tentative agreements which shall be reduced to writing and initialed by the parties at the meeting at which they are reached.
- 2.3 Each party to negotiations shall select its negotiating representatives, provided that the Board shall not select an employee as herein above defined as its representative.
- 2.4 The parties agree to meet at reasonable times, and such meetings shall be scheduled upon agreement of the parties. Before the conclusion of each meeting the parties shall agree upon the date and time of the next bargaining session. Meetings can be curtailed or extended by mutual agreement of both parties.
- 2.5 Bargaining sessions shall be closed to the public and shall be attended only by authorized representatives of the parties.
- 2.6 The Association shall be furnished, on request, all regularly and routinely prepared information concerning the financial condition of the School District, including an annual financial statement, adopted budget and audit. In addition, the Board will grant reasonable requests for other readily available and pertinent information which may be relevant to negotiations. Nothing herein shall require the central administrative staff to research and assemble information.
- 2.7 When the parties reach tentative agreement on all items being negotiated, the items will be submitted as a package to the membership of the Association for ratification and to the Board for official adoption.
- 2.8 Upon ratification of the Agreement by the membership of the Association and official adoption of same by the Board, the Board shall cause the Agreement to be reproduced in sufficient number of copies so as to provide each employee defined herein with a copy thereof within thirty (30) days of said adoption. The cost of reproduction, time and materials for DWEA and distribution shall be borne equally by the parties.

## ARTICLE III

### GRIEVANCE PROCEDURE

3.1 **Definition:** A grievance shall mean a complaint that there has been an alleged violation, misinterpretation, or misapplication of any of the specific provisions of this Agreement.

3.2 **Statement of Principles**

3.2.1 Every employee covered by this Agreement shall have the right to present grievances in accordance with these procedures.

3.2.2 The Association shall have the right to present grievances which involved two (2) or more employees in accordance with these procedures.

3.2.3 No reprisals or discipline shall be taken by the Board or administration against an employee because of the filing of a grievance hereunder.

3.2.4 The failure of an employee or the Association to act on any grievance within the prescribed time limits will act as a bar to any further appeal, and an administrator's failure to give a decision within prescribed time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.

3.2.5 The investigation and processing of any grievance by the grieving employee and/or Association shall be conducted so as to result in no interference with the instructional procedure.

3.2.6 Any employee has a right to be represented by the Association at any formal step in the grievance procedure.

3.2.7 Hearings and formal conferences under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present, to attend, and will be held insofar as possible, during nonteaching time or non-working hours of personnel involved. If the processing of a grievance at any of the formal steps require that the grieving employee and/or Association representative be released from his or her activities, there shall be no loss of pay or benefits.

3.2.8 In any instance where the Association is not represented in the grievance procedure, the Association shall be notified of the final disposition of the grievance, which disposition shall not conflict with any of the terms or conditions of this Agreement.

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

3.2.10 If the grievant and/or Association and the Principal or Immediate Supervisor (at step one) or the Superintendent (at step two), as the case may be, agree, any level of the grievance procedure may be bypassed and the grievance brought directly to the next level. If an employee does not report to a Principal or Immediate Supervisor, the grievance shall be filed initially at Step Two.

3.2.11 The term "days" when used in this procedure, shall mean employee work days, except that when a formal grievance is filed less than ten (10) days before the end of the current school term, the term "days" shall mean calendar days.

3.2.12 All documents relating to a formal grievance shall be filed in a separate envelope in the grieving employee's personnel file and marked "CONFIDENTIAL".

3.2.14 If an employee/Association files any claim or complaint in any form other than the grievance procedure of this Agreement, the administration/Board shall not be required to process the same claim or set of facts through the grievance procedure.

3.2.15 Both parties to a grievance shall be provided, upon reasonable request, any information or documents pertinent to a grievance.

3.2.16 Forms for filing a formal grievance shall be prepared by the Superintendent in consultation with the Association.

### 3.3 Procedures

#### 3.3.1 Informal Step

The employee shall attempt to resolve any grievance by discussing the situation with his or her immediate supervisor.

#### 3.3.2 Step One

If the grievance is not resolved at the informal step, the employee/Association shall file the grievance in writing with the Principal or Immediate Supervisor. The written grievance shall state the nature of the grievance, shall note the specific clause(s) of the Agreement allegedly violated, and state the remedy requested. The filing of the written grievance must be within twenty (20) calendar days from the date of the occurrence of the event, or within twenty (20) calendar days from the date the employee has knowledge of the event giving rise to the grievance. The Principal or Immediate Supervisor shall meet with the grievant within ten (10) calendar days after receipt of the grievance and discuss the grievance. Within ten (10) calendar days of the meeting, the grievant and the Association shall be

provided with the Principal's or Immediate Supervisor's written decision, including the reasons for the decision.

### 3.3.3 Step Two

If the grievance is not satisfactorily resolved at Step One, the employee/Association shall file the grievance in writing with the Superintendent. The filing of the written grievance must be within twelve (12) days of receipt of the Principal's or Immediate Supervisor's written decision. The Superintendent shall meet with the grievant within ten (10) calendar days after receipt of the grievance and discuss the grievance. Within ten (10) calendar days of the meeting, the grievant and the Association shall be provided with the Superintendent's written decision, including the reasons for the decision.

### 3.3.4 Step Three

If the grievance is not resolved satisfactorily at Step Two, there shall be available a third step of impartial, binding arbitration. The Association may submit, in writing, a request on behalf of the Association and the grieving employee to the Superintendent within thirty (30) days from receipt of Step Two answer to enter into such arbitration. The parties shall then submit a joint request to the American Arbitration Association (AAA) and shall then follow the rules of AAA in the selection of an arbitrator and in the processing of the grievance through arbitration. The decisions of the arbitrator shall not amend, modify, nullify, ignore, or add to the provision of the Agreement. His or her authority shall be limited to deciding only the issue or issues presented to him or her in writing by the Board and the Association, and his or her decision must be based solely upon his or her interpretation of the meaning or application of the express relevant language of the Agreement.

Each party shall bear the full cost for its representative in arbitration. The cost of the arbitrator's service shall be borne equally by the parties.

## ARTICLE IV

### GENERAL ASSOCIATION RIGHTS

- 4.1 The President of the Association shall be given notices of all regular and special meetings of the Board together with a copy of all agendas on the Thursday preceding each regularly scheduled Board meeting and at least 24 hours prior to any special meeting. In addition, the Board shall give to the President all minutes of open meetings after the same have been approved by the Board. If the President of the Association requests to be placed on the agenda of any regular or special meeting no later than forty-eight (48) hours before such meeting, the Association shall be placed on the agenda. Said request shall specify the agenda item(s) to be addressed by the Association.
- 4.2 The Association shall be provided with a bulletin board to be located in the teacher's lounge or employee work area upon which it may post messages and Association announcements. The Association shall be permitted to insert announcements in the school bulletin, provided a school bulletin exists. The Association may use the teacher mailboxes for communications. No posted message, announcement or communication shall be defamatory, obscene, vulgar, religious, or political in nature except official postings of the IEA/NEA.
- 4.3 The Association shall have the right to request use of school buildings, facilities and equipment for Association purposes, which use shall not be unreasonably withheld. Any costs associated with such use shall be paid by the Association, including but not limited to custodial costs, cost of materials expended, damage and other incidental costs. No use shall be reasonable which conflicts with previously scheduled school activities.
- 4.4 Union Meetings - ESP staff shall be allowed to attend Association meetings that are scheduled during their work day. Employees shall be required to extend their work day to make up the time spent at said meeting. Time must be made up the same day the Association meeting was held. ESPs shall not, however, be permitted to attend an Association meeting if said meeting interferes with his/her duty to supervise, or assist another employee in managing, instructing, or serving students unless arrangements are made at no cost to the Board for a qualified substitute.

#### Example

1. A bus driver should not be absent to delay or otherwise affect timely service of bus schedules.
2. An aide should not be absent from playground or other supervisory assignments.

## ARTICLE V

### LEAVES

5.1.1 The Board shall grant all nine and ten month employees sick leave provisions not less in the amount than fourteen (14) days at full pay in each school year. The Board shall grant all eleven month employees sick leave provisions not less in the amount than fifteen (15) days at full pay in each school year. The Board shall grant all twelve month employees sick leave provisions not less in the amount than seventeen (17) days at full pay in each school year. The Board shall grant bus drivers sick leave provisions not less in the amount than nine (9) days at full pay in each school year. If any such teacher does not use the full amount of annual leave thus allowed, the unused amount shall accumulate to a maximum available leave of three hundred and forty (340) days at full pay, excluding the leave of the current year. If any such ESP does not use the full amount of annual leave thus allowed, the unused amount shall accumulate to a maximum available leave of two hundred thirty (230) days at full pay, excluding the leave of the current year. Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household. The Board may require a physician's certificate or if the treatment is by prayer or spiritual means, appropriate documentation from 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 as it may deem necessary in other cases. Appropriate documentation shall include information on the beliefs and tenets of any religious or spiritual organization of which the employee is a member.

5.1.2 If by reason of any change in the boundaries of school districts, or by reason of the creation of a new school district, the employment of a teacher is transferred to a new or different board, the accumulated sick leave of such teacher is not thereby lost, but is transferred to such new or different district.

5.1.3 For purposes of this section, "Immediate family" shall include parents, step-parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, sisters-in-law, brothers-in-law, sons-in-law, daughters-in-law, and legal guardians.

5.2 Leaves of absence without pay may be granted to employees who desire to return to employment in similar capacity at a time mutually consistent with the needs of the District as determined by the Board.

Each approved leave of absence shall be of the shortest possible duration required to meet the purposes for the leave consistent with a reasonable continuity of instruction for students (or work schedule for ESPs). Leaves of absence without pay for not more than one (1) year may be granted to tenured teachers according to the following conditions:

5.2.1 Except in emergency situations, written requests for leaves of absence without pay should be made at least three (3) months before the leave is desired, subject to approval by the Board.

5.2.2 Dates of departure and return must be acceptable to the administration and determined prior to initiating the request.

5.2.3 Leaves of less than one (1) month, if acceptable to and approved by the administration, will not require Board approval nor three (3) months notice.

5.2.4 Employees on such leave may continue insurance benefits if they reimburse the District for any prorated costs of benefits for which they apply.

5.2.5 Teachers will not advance on the salary schedule while on any approved leave of absence without pay unless working at least one hundred (100) days of the school year in which the leave was granted.

### 5.3.1 Certified

Each teacher shall be entitled to three (3) days of personal leave without loss of pay or benefits. Generally, personal leave means a personal activity which cannot be accomplished during non-school days or hours. Personal leave shall not be granted the day before or the day after any school holiday or vacation except for attendance at a funeral or for occurrences which are deemed emergencies by the Superintendent. Board will adopt a policy restricting all staff, including administrators, from utilizing personal leave before or after any designated school holiday. Personal leave may be used for Association related business provided that no more than two (2) teachers shall be granted such leave on any given day. Except in emergencies, request for personal leave must be in writing, and must be submitted to the Superintendent at least two (2) school days before the requested leave is to begin. Unused personal leave days shall accumulate to a total of five (5) days. Unused personal days that would accumulate beyond five (5) days shall be added to sick leave accumulation.

### 5.3.2 Non-Certified

Each ESP shall be entitled to three (3) days of personal leave without loss of pay or benefits. Generally, personal leave means a personal activity which cannot be accomplished during non-school hours. Personal leave shall not be granted the day before or the day after any school holiday or vacation except for attendance at a funeral or for occurrences which are deemed emergencies by the Superintendent or is for a non-reoccurring event involving the immediate family (spouse, child, parent, grandparent, or grandchild) of the employee. Board will adopt a policy restricting all staff, including administrators, from utilizing personal leave before or after any designated school holiday. Personal leave may be used for Association-related business provided that no more than two (2) ESP's shall be granted such leave on any given day. Except in emergencies, request

for personal leave must be in writing and must be submitted to the Superintendent at least two (2) school days before the requested leave is to begin. Only one Bus Driver at a time will be given a personal day. Unused personal leave days shall accumulate to a total of five (5) days. Unused personal days that would accumulate beyond five (5) days shall be added to sick leave accumulation.

5.4.1 This section shall encompass all professional education association conferences, conventions and workshops; university/college sponsored educational conferences/workshops, vendor-sponsored workshops (publishers, testing services, etc.); and school visitations. This section does not encompass activities that are associated with the DeLand-Weldon Education Association, IEA, NEA, IFT, AFT or their subdivisions or counterparts.

5.4.2 A teacher making a request under this section shall do so in writing stating the purpose of the meeting, attaching a copy of the conference agenda indicating those sessions he or she will attend, and estimated conference expenses. The Superintendent shall have the discretion as to whether or not to grant requests under this section.

5.4.3 Only under circumstances deemed appropriate by the Superintendent will more than one (1) teacher be permitted to attend the same conference at the same time.

5.4.4 By September 1 of each year the Board shall set a per diem allowance for teachers and non-certified staff attending conferences. The allowance shall apply to lodging and meal costs. The registration fee shall be paid by the board.

The mileage expense shall be reimbursed at the IRS current approved rate.

Materials purchased with Board funds remains the property of the Board. If deemed necessary by the administration, the teacher shall present an oral and/or written report to other members of the staff in order to disseminate information learned at the conference.

5.5 Use of any form of leave shall be for a minimum of one class period.

5.6 Association Leave- The association shall be granted three (3) days per contract year without loss of salary for association business, including association conferences and conventions. This leave shall be on a form provided to the association president and signed by him/her prior to the event. Leave shall consist of a total of three days period, i.e., three people could go for one day, or one person for three, etc.

**ARTICLE VI**  
**EMPLOYEE RIGHTS**

- 6.1 When an employee is required to appear before the Board about a matter which could lead the Board to consider the discipline or dismissal of an employee, the employee shall be entitled to a representative at the employee's expense.
- 6.2 A vacancy shall exist for purposes of posting in Article 6.3 when one of the following events occur and the Board determines to fill the position;
- 6.2.1 Resignation
  - 6.2.2 Dismissal/Non-Renewal
  - 6.2.3 Retirement
  - 6.2.4 Death
  - 6.2.5 Newly created position (or if a job is offered because the responsibilities of present positions in the District are to be split)
- 6.3 The Superintendent shall post notice of vacancy in each teacher lounge or employee work area. Employees shall have the right to make timely applications for any vacancies for which they are qualified. Applications which are submitted within five (5) school days of the vacancy posting shall be considered timely. Nothing herein shall prevent the administration from filling vacancies on a temporary basis provided no permanent appointment shall be made until posting and application requirements have been met.
- 6.4 If vacancies should occur during the summer, the administration shall send notice of such vacancies by regular mail to the Association president at his or her last known address on file with the District office. Applications for a vacancy shall be considered timely when received in writing by the Superintendent no later than fourteen (14) days after mailing notice of vacancy, except when a vacancy occurs after July 20, applications must be submitted within 5 working days after the date of the mailing to the Association president. After August 7, applications must be submitted within 3 working days after the date of the mailing to the Association president.

## ARTICLE VII

### TEACHER EVALUATION

- 7.1 A non-tenure teacher shall be observed and evaluated at least three (3) times during each probationary period. Two (2) of the observations and evaluations shall take place during the first semester of each year. Part-time teachers shall be evaluated at least once per semester.
- 7.2 The Board shall review a non-tenure teacher's formal written evaluations prior to the non-renewal or dismissal of the teacher. The Board shall review a tenured teacher's formal written evaluations prior to the issuance of a formal notice to remedy or remediation plan (as per School Code Section 5/24 A-5). The failure of the Board to comply with this provision shall not prevent the Board from discharging any teacher pursuant to 24-11 and 24-12 of the School Code.
- 7.3 The Superintendent/Principal shall discuss with the entire Unit 57 teaching staff the evaluation procedure within thirty (30) days after the beginning of each school term. No teacher shall be expected to participate in any evaluation procedure prior to having the evaluation procedure explained.
- 7.4 Each administrator will follow the evaluation procedure and use the documents approved by the Board and the Association. Changes in such documents must be done as defined by The School Code (a committee of teachers and board members). Administrators will review evaluations with each teacher on an individual basis within five school attendance days, except that no teacher shall be evaluated within five days prior to winter break or spring break.
- 7.5 Teachers shall have the right to attach a rebuttal to any evaluation, notice, or correspondence that, in the teachers opinion, impacts his or her employment status or professional standing. The administration will bring said rebuttals to the attention of the Board.

## ARTICLE VIII

### SENIORITY - NON-CERTIFIED

- 8.1 **Definition of Seniority - Seniority shall mean the amount of continuous employment in a job classification within the bargaining unit beginning with the bargaining unit member's initial date of employment. Periods of suspension, lay-off and unpaid leaves of absence, except for unpaid leaves under the Family and Medical Leave Act, shall not be counted in determining length of service. In the event seniority is equal, the position on the seniority list shall be determined by date of hiring for said position. Only full-time employees acquire seniority within their job category in the District.**
- 8.2 **Reduction in Force - Reduction in force shall be done by seniority within each job classification in the District. Said reduction in force shall be in compliance with Illinois School Code.**

## ARTICLE IX

### VACATIONS AND HOLIDAYS - NON CERTIFIED

#### 9.1 Vacation

9.1.1 All full-time, 12 month employed ESPs shall be entitled to vacation as follows:

- A. Five (5) days after one year of full-time service.
- B. Ten (10) days after two years of full-time service.
- C. Twenty-one (21) days after eleven years of full-time service.
- D. Twenty-three (23) days after fifteen years of full-time service.

9.1.2 As a general rule, all members qualifying for vacation must take vacation time when it is least disruptive to the work schedule. Members must request their vacation at least two weeks prior to the requested beginning date of the vacation. Within five working days after a vacation request is submitted, the Superintendent shall inform the member whether or not the request is approved.

9.1.3 Vacation days must be used within the fiscal year. However, if a request for vacation is denied within the last thirty days of the fiscal year, vacation time will not be lost, and the member shall have an additional sixty days at the beginning of the new fiscal year in which to use accrued vacation. Vacation requests falling within the sixty days extension provision shall not be denied or altered by the Superintendent.

#### 9.2 Holidays

9.2.1 All full-time, 12 month employed ESPs shall be entitled to 12 paid Holidays. These are as follows:

Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Friday after Thanksgiving  
Christmas Eve  
Christmas Day  
New Year's Day  
Lincoln's Birthday  
The Friday of spring break (formerly known as Good Friday)  
Memorial Day  
July 4<sup>th</sup>

In the event any of these holidays are no longer required by the Illinois School Code and are not observed as holidays by the DeLand-Weldon School District, they will automatically be deleted as a holiday from this Agreement and shall be reinstated as work days. If holidays are added to the Illinois School Code and observed by the DeLand-Weldon School District, the ESP shall not suffer any loss of pay nor be requested to work additional days as a result of such observance.

9.2.2 If an ESP is on sick leave or vacation when an above listed holiday is observed, that day(s) shall not be counted as sick leave or vacation.

9.2.3 If an ESP is required to work on an above listed holiday, the ESP has the choice of being paid at a rate of one and a half times his/her normal hourly rate or accumulate compensatory time at the rate of one and a half times the amount of time worked.

The employee must inform the District of his/her choice to receive overtime payment or accumulate compensatory time before the close of the payroll period in which the holiday was worked. Compensatory time may be taken at a time convenient to the employee, subject to the operating needs of the District. The employee must give at least three (3) days notice to his/her supervisor when he/she desires to take compensation time.

9.2.4 During the fiscal year all legal holidays will be observed as they fall on the school calendar. During the summer period when a legal holiday falls on a Sunday, the succeeding Monday shall be specified as a holiday, and when the legal holiday falls on a Saturday, the preceding Friday shall be observed as a holiday.

## ARTICLE X

### SALARY AND PAY SCHEDULES AND FRINGE BENEFITS

Certified staff shall receive a 4% increase in base salary for each of the 2008-2009, 2009-2010, and 2010-2011 school years, with the exception of educational advancement, which will be placed in the next column and awarded the \$550 increase. Certified staff shall not receive a step or longevity increase for the duration of this agreement.

Bus drivers shall receive a 1% increase in base salary for each of the 2008-2009, 2009-2010, and 2010-2011 school years.

All other ESP's shall receive a 4% increase in base salary for each of the 2008-2009, 2009-2010, and 2010-2011 school years.

Certified Staff

<b>Teacher</b>	<b>% time</b>	<b>Salary 2008-2009</b>	<b>Salary 2009-2010</b>	<b>Salary 2010-2011</b>
Amdor	Full	\$ 38,985	\$ 40,544	\$ 42,166
Arnold	Full	\$ 29,339	\$ 30,513	\$ 31,733
Benner	Full	\$ 26,111	\$ 27,155	\$ 28,242
Bragg	Full	\$ 45,878	\$ 47,713	\$ 49,622
Cunningham	Full	\$ 51,710	\$ 54,813	\$ 58,102
Goldman	Full	\$ 27,155	\$ 28,241	\$ 29,371
Goodman	Full	\$ 39,531	\$ 41,112	\$ 42,757
Hermann	Full	\$ 30,795	\$ 32,027	\$ 33,308
Holland-Linley	4/8 + 2 pds per week	\$ 16,621	\$ 17,286	\$ 17,977
Keathley	Full	\$ 27,883	\$ 28,998	\$ 30,158
Kolozy	Full	\$ 27,155	\$ 28,241	\$ 29,371
Lidy	Full	\$ 27,155	\$ 28,241	\$ 29,371
Lyle	Full	\$ 46,148	\$ 47,994	\$ 49,914
Parr	Full	\$ 29,339	\$ 30,513	\$ 31,733
Pray	Full	\$ 33,707	\$ 35,055	\$ 36,457
Reynolds	2/8	\$ 10,201	\$ 10,609	\$ 11,033
Schatz	Full	\$ 35,891	\$ 37,327	\$ 38,820
Scheu	Full	\$ 30,795	\$ 32,027	\$ 33,308
Schilawski	Full	\$ 40,259	\$ 41,869	\$ 43,544
Snook, K	Full	\$ 38,803	\$ 40,355	\$ 41,969
Snook, S	Full	\$ 34,435	\$ 35,812	\$ 37,245
Vicich, Jamie	Full	\$ 27,155	\$ 28,241	\$ 29,371
Vicich, Jason	Full	\$ 33,207	\$ 34,535	\$ 35,917

## Educational Support Personnel

		Salary 2007-2008	Salary 2008-2009	Salary 2009-2010
Cheryl Jones Secretary	200	\$21,748 (\$13.59/hr)	\$22,618 (\$14.14/hr)	\$23,523 (\$14.70/hr)
Dana Vinson Secretary	200	\$22,913 (\$14.32/hr)	\$23,830 (\$14.89/hr)	\$24,783 (\$15.49/hr)
Ed Leischner Custodian	260	\$24,790 (\$11.92/hr)	\$25,782 (\$12.40/hr)	\$26,813 (\$12.89/hr)
Barb Nichols Custodian	260	\$32,535 (\$15.64/hr)	\$33,836 (\$16.27/hr)	\$35,189 (\$16.92/hr)
Patty Nichols Custodian	260	\$30,328 (\$14.58/hr)	\$31,541 (\$15.16/hr)	\$32,803 (\$15.77/hr)
Mike White Maintenance	260	\$35,390 (\$17.01/hr)	\$36,806 (\$17.70/hr)	\$38,278 (\$18.40/hr)
Bonnie Bayes Pre-K Aide/Prt/Coord	180 7 hrs/day	\$24,413 (\$19.38/hr)	\$25,390 (\$20.15/hr)	\$26,406 (\$20.96/hr)
Kristen Jones Reading Imp. Aide (hourly employee)	173 3 hrs/day	\$5,190 (\$10.00/hr)	\$5,398 (\$10.40/hr)	\$5,616 (\$10.82/hr)
Tammy Briehler Library Aide (hourly employee)	4 days/wk 8 hrs/day	\$11.02/hr	\$11.46/hr	\$11.92/hr
Kim Dye Pre-K ½ time Aide	180 5 hrs/day	\$10,015 (\$11.13/hr)	\$10,416 (\$11.57/hr)	\$10,833 (\$12.04/hr)
Ruth Cowser Bus Driver am & pm	175 (688 hrs)	\$11,049 (\$16.06/hr)	\$11,159 (\$16.22/hr)	\$11,607 (\$16.87/hr)
Bernice Fisher Bus Driver am & pm	175 (688 hrs)	\$11,049 (\$16.06/hr)	\$11,159 (\$16.22/hr)	\$11,607 (\$16.87/hr)
Linda Buchanan Spec Ed Bus Aide		\$9.00/hr	\$9.36/hr	\$9.73/hr
Andrea Larrison Bus Driver am, noon, pm	175 (863 hrs)	\$13,860 (\$16.06/hr)	\$13,998 (\$16.22/hr)	\$14,559 (\$16.87/hr)
Wanda Moore Spec Ed Bus Driver		\$16.06/hr driving \$9.60/hr waiting	\$16.22/hr driving \$9.98/hr waiting	\$16.87/hr driving \$10.08/hr waiting
Janet Whisman Bus Driver am & pm	175 (688 hrs)	\$11,049 (\$16.06/hr)	\$11,159 (\$16.22/hr)	\$11,607 (\$16.87/hr)

Does not include bus drivers' extra trips pay or overtime for all ESP's

- 10.1.1 All certified staff shall receive a 4% raise in each year of this contract. Vertical movement on the scale will be frozen. See language above.
- 10.1.2 These longevity stipends and salaries will be paid in twenty-four (24) equal payments during the contract dates. Payroll dates shall be the 15<sup>th</sup> and last day of the month unless that day is a weekend/holiday, in which case payroll will be the last working day prior. The second payroll during Christmas break shall be paid on the last work day prior to break.
- 10.1.3 A signing-on bonus of \$500 will be given to first year, entry level teachers holding a BS/BA.
- 10.1.4 Each teacher shall receive a written Status of Employment on or before the workshop days at the opening of each school year. The Status of Employment shall include the teacher's base salary, placement on the education step, placement on the experience step, number of years of service in the district, co-curricular salary, placement on the experience step for each co-curricular position, the salary for each co-curricular position, and the total salary for the upcoming year.
- 10.1.5 Teachers working toward advanced degrees as interns do not get paid, however, may decline any assignment. Superintendent shall be the course of dispute resolution.

10.2 Co-curricular Pay Schedule

Add assistant coaching position if the total number of participants exceeds 18 following a census on the 10<sup>th</sup> day of practice for any of the following activities that have an assistant coaching position listed.

High School

Athletic/Activities Director .....	10% of step 1
(Cost split between HS and MS)	
Varsity Boys Basketball .....	13%
Assistant Coach Boys Basketball .....	8%
Volleyball .....	13%
Assistant Coach Volleyball .....	8%
Girls Basketball.....	13%
Assistant Coach Girls Basketball.....	8%
Track 10%	
Assistant Track.....	5%
Cheerleading Sponsor.....	5%
Softball.....	5%
Class Play.....	5%
Musical .....	5%
Yearbook .....	5%

Band .....	5%
Marching Band .....	3%
Scholastic Bowl (prorated to a lesser amount if less than full season) .....	4%
Student Council .....	3%
Freshman Class Sponsor .....	\$125
Sophomore Class Sponsor .....	\$125
Junior Class Sponsor .....	\$200
Senior Class Sponsor .....	\$200

Middle School	
Boys Basketball .....	10%
Assistant Coach Boys Basketball .....	8%
Girls Basketball .....	10%
Assistant Coach Girls Basketball .....	8%
Volleyball .....	10%
Assistant Coach Volleyball .....	8%
Baseball .....	7%
Track .....	10%
Assistant Track .....	5%
Cheerleading Sponsor .....	5%
Yearbook .....	2.5%
Scholastic Bowl .....	4%

Extra curriculars 2008-2009

	BS
Step 1	\$26,111
Step 2	\$ 27,155
Step 3	\$ 27,883
Step 4	\$ 28,611
Step 5	\$ 29,339
Step 6	\$ 30,067
Step 7	\$ 30,795
Step 8	\$ 31,523
Step 9	\$ 32,251
Step 10	\$ 32,979
Step 11	\$ 33,707
Step 12	\$ 34,435
Step 13	\$ 35,163
Step 14	\$ 35,891
Step 15	\$ 36,619

Extra curriculars 2009-2010

	BS
Step 1	\$26,111
Step 2	\$ 27,155
Step 3	\$ 28,241
Step 4	\$ 28,998
Step 5	\$ 29,755
Step 6	\$ 30,513
Step 7	\$ 31,270
Step 8	\$ 32,027
Step 9	\$ 32,784
Step 10	\$ 33,541
Step 11	\$ 34,298
Step 12	\$ 35,055
Step 13	\$ 35,812
Step 14	\$ 36,570
Step 15	\$ 37,326

Extra curriculars 2010-2011

	BS
Step 1	\$26,111
Step 2	\$ 27,155
Step 3	\$ 28,241
Step 4	\$ 29,371
Step 5	\$ 30,158
Step 6	\$ 30,945
Step 7	\$ 31,734
Step 8	\$ 32,521
Step 9	\$ 33,308
Step 10	\$ 33,471
Step 11	\$ 34,882
Step 12	\$ 35,670
Step 13	\$ 36,457
Step 14	\$ 37,244
Step 15	\$ 38,033

10.2.1 Co-curricular stipends computed on a percentage basis will be calculated in the following manner: Designated percentage for co-curricular activity multiplied by the Step of Salary Schedule under the BS column that corresponds with the number of years (1-14) the employee has performed duties within a specific co-curricular category. Categories shall be basketball, track, baseball-softball, volleyball, cheerleading, scholastic bowl, drama productions (musicals and plays), yearbook and band.

If a teacher is scheduled to perform extra-schedule duties (Schedule B) and is paid over the school year or 12 months, he or she shall be obligated to return said extra curricular duty pay to the Board, if the extra curricular activity is canceled for the school year by Board action.

10.2.2 The High School and Middle School scholastic bowl season shall be twelve school attendance weeks consisting of a minimum of twelve matches and including the state playoff series. If less than twelve matches the sponsor's salary will be prorated.

10.3 The Board shall pay full TRS and THIS benefits on behalf of each said teacher to the Illinois Teacher Retirement System (TRS) and to the Teacher's Health Insurance Security Fund (THIS) as a Board-paid contribution. Said amount shall be paid on behalf of the teacher to TRS for the purpose of providing the teacher with a tax-sheltered pension contribution consistent with IRS tax rulings 414-H(2), 81-35 and 81-36. The teachers, individually and/or collectively, at the Board's discretion, shall indemnify the District and hold it harmless against any tax liability or penalty arising out of a subsequent opinion or action by a body of competent jurisdiction which finds the above improper. In such case, the amount of said retirement benefit paid by the Board shall become gross income to the teacher.

10.4 The Board shall pay Four Hundred fifty and 00/100 Dollars (\$450.00) per month toward the monthly premium for a group major-medical health, hospitalization and life insurance policy for each qualifying employee who elects such coverage for the **2008-2009** school years, provided, however, if the total monthly premium is less than Four Hundred fifty and 00/100 Dollars (\$450.00) the Board shall pay the lesser amount. The Board and the insured will equally split any increase in the single coverage premium above the Board's limits of \$450.00. The amount of the Board contribution limit shall increase to \$460 for the 2009-2010 school year and to \$475 for the 2010-2011 school year, with the remainder of the language remaining the same.

10.5 Summer certified duty pay shall be calculated on the basis of two percent (2%) per week times the salary step of teacher assigned.

10.6.1 Except for the Eagle Classic, teachers assigned to sell or collect tickets or admissions at school functions shall be paid Thirty-five and 00/100 Dollars (\$35.00) per assignment. Tournaments shall be paid Thirty-five and 00/100

Dollars (\$35.00) per session. A session shall be considered a maximum of two games (matches). Assignments can be traded or substitutes can be found; the teacher originally assigned will be responsible for informing the building principal of any such changes. The building principal shall maintain a sign-up sheet for employees who volunteer for such assignments. The sign-up sheet shall be first offered in year one to the certified staff, and then, after a designated time period, be offered to the ESPs. If the assignment cannot be filled on a volunteer basis, the principal shall then make assignments first from the employee group to whom the sheet was first offered. These assignments shall take into consideration the number of assignments for which an individual has volunteered. In year two, the sign-up sheet shall be first offered to the ESPs, and thereafter, shall be alternated each year between the two employee groups. The assignment process shall be the same in subsequent years. Compensation for ticket collectors at the Eagle Classic shall be Twenty-five and 00/100 Dollars (\$25.00) per session. No Bargaining unit member may be required to collect tickets at such event.

10.6.2 Except for the Eagle Classic, ESPs who volunteer to sell or collect tickets or admissions at school functions shall be paid Thirty-five and 00/100 Dollars (\$35.00) per assignment. Tournaments shall be paid Thirty-five and 00/100 Dollars (\$35.00) per session. A session shall be considered a maximum of two games (matches). Compensation for ticket collectors at the Eagle Classic shall be Twenty-five and 00/100 Dollars (\$25.00) per session. No Bargaining unit member may be required to collect tickets at such event.

10.6.21 Supervisory Functions:

Supervisory activities outside regular school hours shall only be assigned to those teachers who volunteer or to those teachers whose job descriptions include supervisory duties. Payment shall be Fifty-two and 50/100 Dollars (\$52.50).

10.7 Teacher paychecks shall itemize salary and co-curricular stipends.

10.8 Seasonal co-curricular stipends (i.e., all athletic coaching assignments, cheerleading sponsor, class play or musical sponsor, scholastic bowl, spelling bee sponsor) shall be paid in equal payments starting with the first paycheck following the first official day of practice of the activity and concluding with the ending of the season or activity. All other co-curricular stipends shall be prorated through the year.

10.9 A driver education teacher who instructs "behind the wheel" before and/or after school shall be paid Twenty and 00/100 Dollars (\$20.00) per hour. The Superintendent or Principal shall determine the schedule for driver's education.

10.10 Each teacher shall receive \$21.00 per class period, whether whole or part thereof, for a required internal substitution which will cause the teacher to assume additional pupil supervision.

Clarification Letter to Article 10.10 of 2008-2011 contract.

**Scenario #1**

Teacher "A" is assigned by the principal to supervise students during his or her prep period. Teacher "A" will be paid an additional \$21.00.

**Scenario #2**

Teacher "A" is assigned a study hall. Teacher "B" must leave for a doctor's appointment 30 minutes prior to the end of the class period. The students of teacher "B" are assigned by the principal to the study hall. Teacher "A" will be paid an additional \$21.00.

**Scenario #3**

Both P.E. classes are combined and assigned by the principal to one P.E. teacher because the other P.E. teacher has requested one half of a personal day. The P.E. teacher taking both classes will be paid an additional \$21.00.

**Scenario #4**

Teacher "A" has taken the Senior class on a field trip. Teacher "B", who teaches senior English has no students during the scheduled senior English class. Teacher "B" is assigned, by the principal, the students from another class of which the teacher is absent. Teacher "B" is not paid an additional \$21.00.

- 10.11 The Board shall pay a total of Five Hundred and Seventy-five and 00/100 Dollars (\$575.00) for breakfast playground (K-6) supervision for the 2007-2008 contract year. Supervisors shall receive two (2) payments, one (1) at the end of each semester. Each day of breakfast playground (K-6) supervision is valued at approximately Three and 20/100 Dollars (\$3.20). Teachers assigned to high school morning duty will be paid the sum of One and 60/100 Dollars (\$1.60) per day.
- 10.12 At each employee's option, the Board will issue paychecks by direct deposit at any financial institution that offers direct deposit
- 10.13 Regarding class sponsors and senior trips: No employee shall be required to attend, chaperone, or otherwise assume a position of supervision on any senior

class trip sponsored by any class in the unit 57 school district. No sponsor shall be required to participate as an active agent in fund raising activities outside the school day. Freshmen/Sophomore Class sponsor will be paid \$125.00 per sponsor per year. Junior/Senior Class sponsor will be paid \$200.00 per sponsor per year. Association and Board both agree that all sponsors shall participate or not be paid.

- 10.14 Regarding 403b tax-sheltered annuity: DWEA proposes that certified staff members shall have the freedom to choose three (3) 403(b) programs of their own individual choosing.
- 10.15 Certified staff who work toward an advanced degree program, or who are taking graduate or undergraduate coursework that will better said teacher in the classroom, will receive hours toward horizontal movement on the salary schedule. Pre-approval of the Superintendent is required. If the Superintendent declines approval, the teacher may appeal the Superintendent's decision to the Board. The decision of the Board shall be final and not subject to Article III, Grievance Procedure. Courses are to be offered by accredited institutions and completed through standard quarter, semester, or summer session time frames. Credits earned over shorter time frames may not be applied until the degree of which they are a part is awarded. "Bettering" is defined as taking a course in the teacher's discipline or classes such as computers, the teaching of writing, methodology, or so forth. Tuition reimbursement for advanced degrees is available at 35% refundable upon approval. No teacher shall exceed six hours per semester or twelve hours per year. Total budget for year one shall be \$4800, \$5200 in year 2, and \$5600 in year 3. All hours shall stop being reimbursed if these amounts are met.

**Example:**

A teacher takes a one week workshop and can get 2 hours college credit by paying tuition. This 2 hours cannot be used for horizontal movement on the salary schedule until said teacher receives a masters degree. If said teacher receives a masters degree using the above hours, these hours will be counted.

- 10.16 The district shall pay a one time bonus of Two hundred and fifty dollars (\$250.00) to any teacher not currently living in the district, but who moves into it.

**10.17 Retirement Incentive**

An employee tendering an irrevocable letter of resignation in conformance with the following conditions shall be eligible for a retirement incentive in up to each of his or her final four years of teaching service subject to the following conditions:

- 1) The teacher shall have a minimum of fifteen (15) years of continuous full-time service in the School District by the intended date of retirement.
- 2) The teacher shall be at least sixty (60) years of age or will have at least

thirty-five (35) years of creditable service upon his or her last day of service to the District and will not retire under the statutory Early Retirement Option causing the District to have to pay a penalty or other monies constituting a contribution or surcharge to the Teachers' Retirement System.

- 3) The teacher shall have tendered to the Board a binding, irrevocable resignation in order to receive the incentive. The teacher's notice may be given up to four (4) years prior to retirement or by September 1<sup>st</sup> of the year up to and including the school year of retirement. The pre-retirement period may be from one (1) to four (4) years in length depending upon the date the letter of resignation is received by the Board and the specified date of retirement.

In exchange for the teacher's binding, irrevocable resignation, the District agrees to remove the teacher from the salary schedule and for each year of eligibility the teacher's creditable earnings will be increased by six percent (6%) over the teacher's **total** reportable creditable earnings for the prior year of employment. The calculation each year may be rounded down to the nearest \$5.00 to avoid possible TRS penalties.

Examples:

A teacher applies for the award one year before retirement. The teacher's creditable earnings for the 2007-2008 were \$40,000. The teacher's final year creditable earnings will be \$42,400 ( $\$40,000 \times 1.06 = \$42,400$ ).

A teacher applies for the award three years before retirement. The teacher's creditable earnings for the 2007-2008 school year were \$40,000. The teacher's first year creditable earnings will be \$42,400 ( $\$40,000 \times 1.06 = \$42,400$ ). The teacher's second year creditable earnings will be \$44,944 ( $\$42,400 \times 1.06 = \$44,944$ ). The teacher's final year creditable earnings will be \$47,640 ( $\$44,944 \times 1.06 = \$47,640$ ).

If a teacher has an extra duty obligation at the commencement of the retirement incentive program and ceases to perform those services during the retirement incentive program period, the calculation of the teacher's six percent (6%) increase shall be reduced by the amount of the extra duty compensation.

Example:

A teacher applies for the award three years before retirement. The teacher's creditable earnings for the 2007-2008 school year were \$40,000. The teacher's first year creditable earnings will be \$42,400 ( $\$40,000 \times 1.06 = \$42,400$ ). The teacher's second year creditable earnings will be \$44,944 ( $\$42,400 \times 1.06 = \$44,944$ ). The teacher ceases to perform an extra duty assignment in his or her final year of employment for which he or she would have been paid \$2,000. The teacher's final year creditable earnings will be \$45,520 ( $\$44,944 - \$2,000 \times 1.06 = \$45,520$ ).

Once an irrevocable letter of retirement is submitted, the employee will not be assigned any additional extra duties or TRS reportable duties not currently being performed without the consent of the employee.

If a teacher fails to complete the pre-retirement period, leaves the District prior to the designated retirement date or otherwise retires under the statutory Early Retirement Option causing the District to have to pay a penalty or other monies constituting a surcharge to the Teachers' Retirement System, the District shall be entitled to damages for breach of contract against the Teacher in an amount equal to the retirement award payment received by Teacher, including tax and retirement withholdings. Upon complete reimbursement, the teacher shall be entitled to any general wage increase, which would have been applicable during the pre-retirement period.

In the event the retirement award provided for in this article would cause the District to have to pay a penalty or other monies constituting a surcharge to the Teachers' Retirement System, or would conflict with any state statute or final rule or regulation promulgated by the Teachers' Retirement System, the provisions of this section shall become void and the parties agree to reopen this agreement and attempt to midterm bargain changes necessary to correct any defect created by this incentive.

Teachers should not rely upon the continuation of this retirement incentive award payment program in subsequent collective bargaining agreements. Unless the parties agree to continue this Section in a subsequent collective bargaining agreement, the forgoing benefits will be denied to those who have not applied for such benefits prior to the expiration of this agreement.

In no event will a teacher who is less than four (4) years from retirement eligibility receive an increase in total, reportable TRS creditable earnings in excess of six percent (6%) of the prior year's total, reportable TRS creditable earnings, unless any of the statutory exceptions enacted by P.A. 94-1057 to The Illinois Pension Code become applicable.

10.18 All economic benefits shall commence on August 1 of each year. If a negotiated settlement is not reached by August 1, all economic benefits except those that depend upon a contract with an outside organization shall be retroactive to August 1 of that year. All economic benefits of 12 month employed ESPs shall be retroactive to July 1 of that year. If negotiations are not completed by August 1, new changes in benefits will commence on the first day of the month following settlement, subject to ESP qualifications.

## ARTICLE XI

### TEACHER WORKING CONDITIONS

- 11.1.1 Teachers shall not be required to work more than the minimum number of teacher attendance days required by law (currently 180 days) each school year without extended contract or extra-duty pay. Extended contract pay shall be calculated at the rate of one-one hundred eightieth (1/180th) of the teacher's yearly gross pay from the salary schedule.
- 11.1.2 With respect to the school calendar, the Board shall designate 14 school days by December 1 as the total number of days to be collectively used for the Christmas holiday vacation and the Spring break. The Board shall designate the weekend around which the Spring break is to be observed. By January 10, the Association shall notify the Board, in writing, of the dates for the Christmas vacation period and the Spring break, provided however, that the Spring break shall be at least two (2) regular school attendance days. Thereafter, the Board shall establish the beginning and ending dates for the school year. It is understood that both the Board and the Association shall take into consideration the calendar of any school district with which this District has, or will have, a cooperative agreement.
- 11.1.3 Two workshops (without administrator meetings) of the four mandated workshops shall be given, one at the end of each semester, for the purpose of grading and grade calculation.
- 11.1.4 Teachers who work more than the minimum number of teacher attendance days required by law for the following reasons: to plan, to write, or to revise school improvement plans; to score, to record, or to file alternative assessments; or to score required district assessments at benchmark grades shall be paid at the extended contract pay rate (Section 9.1.1) or at the hourly rate of \$20.00 if less than a full work day.
- 11.2 Any teacher who uses her or his own vehicle for Board/Administration approved school business shall be reimbursed for approved travel expenses at the current deductible rate designated by the Internal Revenue Service.
- 11.3 The Board shall fund or pay for all inservice programs approved by the Board or its designee. The parties agree that the current inservice planning committee format shall remain in existence and operation.
- 11.4 The teachers' work day shall be 7:55 a.m. - 3:15 p.m. Scheduled staff-student contact shall end no later than 3:10 p.m. On Fridays or on days preceding school holidays or vacations, the teachers' work day shall end upon departure of the student buses. Said departures shall be subject to the following:

- a. Parent/student/administrator conferences.
  - b. Faculty/staff/department meetings.
  - c. Co-curricular activities as set forth in Section 8.2 of this agreement.
  - d. Regularly scheduled education or school related activities; and
  - e. Emergencies as defined by administration.
- 11.5 There shall be monthly unit and/or building meetings on the Wednesday following the regularly scheduled Board meeting. On this day there shall be early dismissal (2:18), and such meeting will end by 3:15 unless mutually agreed upon by the Superintendent and the Association President. Part-time teachers will not be required to attend these meetings. The Association agrees to provide the Superintendent with an agenda of suggested topics for discussion no later than 8:30 a.m. on the day of the meeting. It is understood that no less than four (4) of the monthly meetings shall be deemed to be building meetings.
- 11.6 All teachers will have 44 minutes of preparation time per day.
- 11.7 No student shall be in his or her classroom until ten (10) minutes before class begins, unless for instructional help.
- 11.8 Before altering budget requests submitted by teachers (submitted by May 10), administrators shall seek the input of any teacher whose budget request is changed.
- 11.9.1 If school is to be closed due to inclement weather, hazardous conditions, building emergencies, or other contingencies, the superintendent or his or her designee shall attempt to notify teachers by phone trees of said closure by 7:00 a.m.
- 11.9.2 If inclement weather or hazardous conditions prevent a teacher from arriving at school or make him or her late in arriving on days when school is in session, such absence will be deducted, on a pro-rated basis, from personal leave days. Should a teacher have no personal leave days available, said teacher's pay will not be docked in an amount greater than the cost of a required substitute.
- 11.10 Proposed changes in curriculum, whether propagated by teachers, administrators, or the Board, must first be submitted to the Curriculum Advisory Council for study and/or review. Proposed changes may be submitted any time during the calendar year.

- 11.11.1 The format for parent-teacher conferences will be mutually decided between teachers and administrators.
- 11.11.2 Within sixty days after the fall conferences, the teachers and administrators will review the conference format and mutually decide on a format for future conferences. In the event no decision can be reached, the Board will consider the rationales of both parties and will make the final decision before the beginning of the next school year.
- 11.12 All K-12 teachers will be given written notice of their tentative assignments (teaching and duty assignments) for the forthcoming year not later than sixty (60) days preceding the first day of the next school year. Changes will not be made later than thirty (30) days preceding the commencement of the next school term unless the District can demonstrate a legitimate business purpose for the change and impact bargains the change with the Association. Changes to assignments after the start of school can only be made with the approval of the administration and the consent of the teacher(s) involved and the Association. A proposed (working copy) K-12 schedule shall be distributed to each teacher by May 1.
- 11.13 Teachers will have available a substitute teacher folder and emergency lesson plans for a substitute.

## ARTICLE XII

### ESP WORKING CONDITONS

- 12.1 ESP's work year shall be determined by their job requirements.
- 12.2 With respect to the school calendar, the Board shall designate 14 school days by December 1 as the total number of days to be collectively used for the Christmas holiday vacation and the Spring break. The Board shall designate the weekend around which the Spring break it to be observed. By January 10, the Association shall notify the board, in writing, of the dates for the Christmas vacation period and the Spring break, provided however, that the Spring break shall be at least two (2) regular school attendance days. Thereafter, the Board shall establish the beginning and ending dates for the school year. It is understood that both the Board and the Association shall take into consideration the calendar of any school district with which the District has, or will have, a cooperative agreement.
- 12.3 If school is to be closed due to inclement weather, hazardous conditions, building emergencies, or other contingencies, the superintendent or his or her designee shall attempt to notify ESPs by phone trees of said closure by 7:00 a.m. Only personnel needed for essential services will be required to work on such days and then only if their personal safety is not jeopardized.
- 12.4 Any ESP who uses his/her own vehicle for Board/Administration approved school business shall be reimbursed for approved travel expenses at the current deductible rate designated by the Internal Revenue Service.
- 12.5 The Board shall fund or pay for all in-service programs approved by the Board or its designee.
- 12.6 Start times for the ESP work day shall be determined by the DeLand-Weldon School Administration.
- 12.7 Resignation: An ESP who is resigning from his/her position shall give the normal two weeks notice. Unused earned vacation shall be paid according to the proportion of full months toward the total contract year. Thirty days notice will be required of bus drivers due to IDOT requirements.
- 12.8 Lunch: Employees who work eight (8) hours a day or more shall be granted a one-half hour non-paid, duty-free lunch. The lunch break must be scheduled no later than five hours after the employee's work day has begun. By mutual agreement of the employee and his/her immediate supervisor, the employee may work the one-half lunch break and end his/her work day one-half hour early.

- 12.9 **Breaks:** Employees working eight (8) or more hours per day shall be entitled to two (2) fifteen (15) minute breaks each day. Employees working more than four (4), but less than eight (8) hours per day shall be entitled to one (1) fifteen (15) minute break each day. Employees working four (4) hours per day or less shall not be entitled to a break. The break times shall be determined by the employee's immediate supervisor.
- 12.10 **In-Service:** When an ESP is required to attend an institute, training session or in-service program during the work time, the ESP shall suffer no loss of pay or benefits for said time.
- 12.11 **Work Week:** An ESP who works in excess of forty hours per work week shall be paid at the rate of one and one-half times his/her normal rate of pay or may request compensatory time at a rate of one and a half times the amount of time worked.
- The employee must inform the District of his/her choice to receive overtime payment or accumulate compensatory time before the close of the payroll period in which the overtime was worked. Compensatory time may be taken at a time convenient to the employee, subject to the operating needs of the District. The employee must give at least three (3) days notice to his/her supervisor when he/she desires to take compensation time.
- 12.12 **Personnel File:** The school district shall maintain one official personnel file for each ESP. Each ESP shall have the right, during regular business hours, to examine the contents of his/her personnel file. The employee may have a representative of the Association present during such review. A representative of the employer may be present. Upon request, the ESP shall be provided one copy of all materials (excluding any references, comments, memos or letters relating to employment references) contained in his/her personnel file. An ESP shall have the right at any time to respond in writing to materials maintained in his/her personnel file. Such response shall be attached to the file and made part thereof. A request for a personnel file requires a 24 hour notice.
- 12.13 **Student Medications:** As per The School Code
- 12.14 **Physicals and Licenses:** The School District shall pay the reasonable cost of health physicals and bus driver permits that are required yearly for all regularly employed drivers and full-time transportation personnel. The District will pay that portion above the cost of a regular license for a CDL license for all regularly employed drivers and full-time transportation personnel. If a driver resigns within four (4) months of receiving such a physical, permit, and/or license, he/she will reimburse fifty (50) percent of said costs incurred by the District.
- 12.15 **Use of Equipment:** ESPs may not use school equipment for home use. ESPs will not be required to use personal equipment at school.

- 12.16 Absentee slips will be written by the building secretary. Administration will decide whether student is excused or unexcused.
- 12.17 Accident or Injury Leave: Absence due to injury, accident, or illness incurred in the employee's employment shall be compensated for in the following manner. The employer shall pay the employee difference between his/her contractual salary and all benefits received under the Illinois Worker's Compensation Act as long as the employee is eligible for sick leave benefits. Deductions from sick leave shall be made in the pro-rata proportion as paid.
- 12.18 Returning to work or required attendance: An ESP who is required to return to work outside of his/her regular shift hours to perform additional assignments or who is required to attend job related meetings of outside of his/her regular shift hours shall be paid at the rate of one and a half times his/her normal hourly rate of pay or may request compensatory time at the rate of one and a half times the amount of time worked.
- The employee must inform the District of his/her choice to receive overtime payment or accumulate compensatory time before the close of the payroll period in which the overtime was worked. Compensatory time may be taken at a time convenient to the employee, subject to the operating needs of the District. The employee must give at least three (3) days notice to his/her supervisor when he/she desires to take compensation time.
- 12.19 Employee Substituting: An ESP who substitutes in another position for less than 8 consecutive hours will be paid an additional \$1.00/hr for the time spent if greater than 2 hours. ESP's who substitute in another position for 8 or more consecutive hours will be paid the hourly wage that position currently pays or the employee's own hourly wage whichever is greater.
- 12.20 Evidence of physical fitness: Except as delineated in 12.14, the District shall reimburse an employee in an amount not to exceed Sixty-five dollars (\$65) for any physical examination required by law. In addition, the District will pay for all physical examinations required by the District, except the examination for initial employment.
- 12.21 ESP's shall not be required to perform additional duties beyond those specifically contained within each employee's job description. In emergency situations, where there is any threat to the health or safety to the students of staff as defined by the Administrators, other duties will be assigned.
- 12.22 Board will agree not to change job descriptions without first impact bargaining any change. (DWEA does not object to temporary change of job duties due to an emergency, employee unavailability, or the temporary absence of another employee due to illness, resignation or other temporary job assignment).

12.23 All educational support personnel employees shall be paid a minimum starting wage of \$9.00 per hour regardless of category of employment.

12.50 The following items pertain to Bus Drivers:

12.50.1 Bus drivers will be hired to operate a motor vehicle owned by the DeLand-Weldon Community Unit School District No. 57 for the purpose of transporting students to and from the DeLand-Weldon Community Unit School District No. 57 during the school year. The school year is based on 176 school days and is subject to change as determined by needs.

12.50.2 The DeLand-Weldon Community Unit No. 57 agrees to pay said driver for operating, housing (as long as the school bus is not housed at school) and fueling the school bus owned by the School District. At the beginning of each school year, yearly hours for each bus route will be figured. This total will be multiplied by the bus drivers hourly wage and be called the regular route salary for the year. This salary will be divided among 24 equal paychecks for the year.

12.50.3 Regular Assignments

Assignment	Rate
AM Route	\$16.06/hour (1.5 hr reg & .5 hr Pre-K)
PM Route	\$16.06/hour (1.5 hr reg & .5 hr Pre-K)
Mid-day Route	\$16.06/hour (1 hr)
Ag Route	\$16.06/hour (1 hr drive time) \$9.60/hour (1.5 hr wait time)
Fuel and Housing (provided the bus is stored at the driver's home)	\$50.00 per month

12.50.4 Bus routes for the school year will be assigned by giving the most senior driver first pick of a route. Second pick will go to next most senior driver, etc. If bus routes and drivers stay the same from one year to the next, drivers' assignments will stay the same. If new bus routes need to be added, or new drivers are hired before the start of the school year, the Transportation Director will divide the routes as equitably as possible. The most senior driver is given first pick of routes at the start of the year.

12.50.5 Additions to bus routes during the school year will be determined by the transportation director. If a problem on a route occurs during the year, the transportation director may temporarily change drivers of routes until a satisfactory solution can be reached among participating bus drivers.

12.50.6 Extra trips will be described as any trip not designated as a regular route. These will include field trips, athletic contests, music contests, scholastic contests, sports coop routes, training drivers, etc.

12.50.7 A bus driver will be paid for each extra trip he/she drives. Drivers will be paid \$9.00 per hour for these trips. The driver's time starts when the first student gets on the bus and ends when the last student gets off the bus at the school.

12.50.8 Extra trips by athletic teams shall be assigned to regularly employed bus drivers by seniority. The most senior driver will pick a sport and be offered all of the trips for that sport. The next most senior driver will pick the next sport and so on until all of the sports have been assigned. The transportation director will assign any unchosen sport to the least senior driver until no sport remains. If drivers are assigned an extra trip that conflicts with their regularly scheduled route, then any time over the regularly scheduled route will be paid the extra trip wage. If a substitute driver cannot be found for the regular route, said driver shall drive the regularly scheduled route. All other extra trips will be assigned by seniority list as they are requested. Trips will be offered by seniority, to the driver next on the list until a driver is assigned. The next trip will be given to the next person on the list. The transportation director may bypass the list in case of an emergency. An emergency is defined as any situation the Transportation Director first becomes aware of within 48 hours of scheduled departure time.

12.50.9 Except in the case of emergencies or cancellations, drivers shall receive eight hours notice of any extra trip. If the required notification is not given, drivers shall receive one and one-half times their normal rate of pay while performing said assignments.

12.50.10 Drivers assigned extra trips on the same day may trade assignments if they give the Transportation Director at least twenty-four hours notice.

12.50.11 The Special Education Bus Driver will drive Special Education students to and from his/her required destinations. Drivers will be paid \$16.06/hr for actual driving time, and wait time pay (\$9.60/hr) for down time and running errands for District with the understanding that absent a special assignment, he/she will have a one-hour lunch period. The driver's time starts when the first student gets on the bus and ends when the last student gets off the bus at his/her residence. This driving time may be adjusted by the transportation director due to the number of students requiring special education services. His/her job description will include running errands for the District in Decatur. In the event this route is no longer required the driver may use his/her seniority to obtain another route. Year 2 rates shall be \$16.22 & 9.70. Year 3 rates shall be \$16.38 & \$9.80.

12.50.12 The Administration at DeLand-Weldon shall notify the Special Education Bus Driver of early dismissal of school due to bad weather at DeLand-Weldon so the driver can return early. Further, the Administration at DeLand-Weldon will notify the administrators of special education facilities when DeLand-Weldon students will be picked up early.

12.50.13 Bus drivers may be able to purchase health insurance that is offered to District #57 employees, if the Plan Provider offers it. The District will not pay any portion of the premiums.

12.50.14 The school district shall designate the Transportation Director and the School Superintendent to answer phones, in case of emergencies, during bus operation times (beginning 7:00 a.m.; ending 4:30 p.m.) and during the noon route.

12.50.15 Lunch route(s) will be paid one hour per day. If, during the year, all students quit riding, the driver will be given five (5) working days notice that the route is ending. If the route starts up again, the driver has the option to drive said route.

## ARTICLE XIII

### DISCIPLINE, REPRIMAND OR DISMISSAL-NON-CERTIFIED

- 13.1 An employee may be discharged and/or suspended for reasonable cause. Reasonable cause shall not apply to probationary discharges and reduction in force. Grounds for discharge or suspension shall include, but not be limited to: drunkenness or drinking or carrying intoxicating beverages on the job, possessions or use of any controlled and/or illegal drug, dishonesty, infraction of rules, careless use or abuse of machinery or equipment, insubordination. Failure to perform duties shall be deemed remediable to the extent the employee shall be given a written warning for the first offense. Thereafter, if the employee continues his/her failure to perform including a new omission or failure of performance after the first warning within the same year of employment, the employee may be discharged at the sole discretion of the Board.
- 13.2 A conference with the employee shall be held prior to any suspension and/or discharge during which his/her problems shall be discussed, conditioned upon the employee being available to attend the conference and that the nature of the alleged misconduct (given rise to the need for a conference) would not potentially endanger the students and/or other employees if the employee in question continues his/her work duties prior to the conference being held.
- 13.3 An employee shall be given a written explanation of the action of the employer.
- 13.4 An employee shall be informed of his right to Association representation in any meeting which may result in suspension and/or discharge.
- 13.5 Discharge or suspension shall be based on matters contained within an employee's personnel file. The employer shall be given ten (10) working days after any incident, or, if an investigation is conducted, after the conclusion of any investigation, to place the material in the personnel file.
- 13.6 The employee shall have the right to respond to any oral and/or written reprimand. The written response shall be attached to any written reprimand prior to being placed in any file, including the employee's personnel file.
- 13.7 Any written reprimand shall be signed and dated. The employer shall be given ten (10) working days after any incident, or, if an investigation is conducted, after the conclusion of any investigation, to place the materials in the personnel file.
- 13.8 ESP's, upon employment with DeLand-Weldon CUSD No. 57, shall be on probationary status during the first ninety (90) days of employment. If the employee's work is deemed unsatisfactory by the administration and the Board during this period, the Board at its discretion may terminate the employment. Any discharge of a probationary employee shall not be subject to Article III, Grievance Procedure.

## ARTICLE XIV

### EFFECT OF AGREEMENT

- 14.1 The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. The terms and conditions may be modified only through the mutual consent of the parties in a written amendment executed according to the provisions of this Agreement.
- 141.1 In non-negotiating years, the DWEA and Board bargaining committees shall meet annually to go over the terms and conditions of the contract to clarify the contract's terms and conditions and calendar deadlines. The review of contract terms by the negotiating teams shall be coordinated with either the May or June meeting of the Board of Education.
- 14.2 Individual contracts or employment agreements shall not be inconsistent with the terms and conditions of this Agreement.
- 14.3 Should any article, section or clause of this Agreement be declared illegal by any body of competent jurisdiction, then that article, section or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, section and clauses shall remain in full force and effect. Within ten (10) days of a final determination that an article, section or clause of this Agreement is illegal, either party may make demand to begin negotiations on the specific article, section or clause having been declared illegal. Negotiations will begin within ten (10) days of the demand.
- 14.4 The Association and the employees hereby agree not to engage in, encourage, or support a cessation of work, slowdown, or other concerted refusal to render uninterrupted services to the school district during the term of this Agreement.
- 14.5 It is expressly understood and agreed that all functions, rights, powers or authority of the administration of the School District and the Board of Education which are not specifically limited by the express language of this Agreement are retained by the Board provided, however, that no such right shall be exercised so as to violate any of the specific provisions of this Agreement.
- 14.6 The Agreement shall be effective **August 1, 2008** and shall continue on effect until **July 31, 2011** and shall expire at 11:59 p.m. on said date.

## ARTICLE XV

### FAIR SHARE AGREEMENT

- 15.1 Each bargaining unit member, as a condition of his or her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Association or pay a fair share fee to the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state and national dues.
- 15.2 In the event that the bargaining unit member does not pay his or 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.
- 15.3 Such fee shall be paid to the Association by the Board no later than ten (10) days following deduction.
- 15.4 In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with the Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
- 15.4.1 The Employer gives timely notice of such action in writing to the Association and permits the Association intervention as a party if it so desires, and
- 15.4.2 The Employer cooperates with the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.
- 15.5.1 The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court of administrative agency as a direct consequence of the Employer's compliance with this Article.
- 15.5.2 It is expressly understood that this save harmless provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board and the Board's imperfect execution of the obligations imposed upon it by this Article.
- 15.6 The obligation to pay a fair share fee will not apply to any employee who, on the basis of a bonafide religious tenet or teaching of a church or religious body of which such employee is a member or a belief sincerely held with the strength of traditional religious views, object to the payment of a fair share fee

to the Association. Upon proper substantiation and collection of the entire fee, the Association will make payment on behalf of the Employee to the mutually agreeable non-religious charitable organization as per Association policy and the Rules and Regulations of Illinois Educational Labor Relation Board.

The DWEA negotiating team consisted of Kristine Scheu, Bruce Cunningham, spokesperson, and Mike White. The Board of Education negotiation team consisted of Joshua Shofner, spokesperson, and Steve Followell.

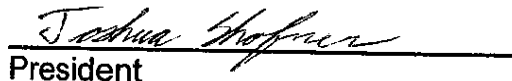
This Agreement is signed this 18<sup>th</sup> day of August, 2008.

In Witness thereof:


For the DeLand-Weldon Education  
Association, IEA/NEA

  
\_\_\_\_\_  
President

For the Board of Education  
DeLand-Weldon Community Unit  
School District No. 57

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

  
\_\_\_\_\_  
Secretary

**Deland-Weldon CUSD#57**  
**SALARY COMPENSATION REPORT 2009-2010 School Year**

For current employees holding an administrative certificate and working in that capacity.

Title	Name	Base Salary	Perquisites	Reimbursement Expenses	Expenses Paid for Other	Basic Rate of Pay (Employee's Rate)	Basic Rate of Pay (District's Rate)	District Contribution Health Insurance	Basic Compensation (Includes District Contribution)	Total Annual Salary (Includes District Contribution)	Total Annual Salary (Includes District Contribution)	Total Annual Salary (Includes District Contribution)	Total Annual Salary (Includes District Contribution)	Total Annual Salary (Includes District Contribution)	Total Annual Salary (Includes District Contribution)	Total Annual Salary (Includes District Contribution)	Total Annual Salary (Includes District Contribution)	Total Annual Salary (Includes District Contribution)	Total Annual Salary (Includes District Contribution)	
Superintendent	Gary Brashear	\$83,591.00	\$0.00	\$0.00	\$0.00	10.375%	0.840%	\$6,228.00	\$52.56	0	20	0	15	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Principal	Russ Corey	\$79,772.00	\$0.00	\$0.00	\$0.00	10.375%	0.840%	\$6,228.00	\$52.26	0	20	0	22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,885.58	
						10.375%	0.840%													
						10.375%	0.840%													
						10.375%	0.840%													
						10.375%	0.840%													
						10.375%	0.840%													

\* No Payout for Unused Sick or Personal Days  
 \*\* Up to \_\_\_ unused days may be sold back to District.

**NOTES:**  
 1) Other compensation includes coaching salary.  
 2) Payouts are not allowed on sick/personal/vacation days.

This form reports last years amounts and is required by law. For informational purposes only.