

AGREEMENT BETWEEN

THE BOARD OF EDUCATION

OF

DELAVAN COMMUNITY UNIT SCHOOL DISTRICT NO. 703

AND

DELAVAN EDUCATION ASSOCIATION
IEA-NEA

2008-2009 through 2010-2011

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PREFACE

The objectives of this contract are to provide an equitable and fair method of determining salaries, attract and retain an adequate number of competent and qualified teachers, promote harmony among all certified personnel, encourage the faculty to seek additional professional training, and provide the Board of Education with a sound basis for determining annual budget requirements for salaries.

This Agreement is negotiated pursuant to the Illinois Educational Labor Relations Act, to establish the terms and conditions of employment for the members of the bargaining unit herein defined.

The Board and the Association recognize the importance of orderly and peaceful labor relations for the mutual interest and benefit of the Board, bargaining unit members, and the Association. The Board and the Association further recognize the mutual benefits of just and expeditious resolution of disputes which may arise as to proper interpretation and implementation of this Agreement or of policies or regulation of the Board; and accordingly, have included herein a grievance procedure for the effective process and resolution of such disputes.

The provisions of this Agreement shall constitute a binding obligation of the parties for the duration hereof or until changed by written, mutual consent. The parties agree that their undertakings in this Agreement are mutual. Any previously adopted policy, rule or regulation of the parties which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement.

The Board of Education and the Delavan Education Association/IEA-NEA will work cooperatively to meet the above objectives and make necessary adjustments by mutual consent.

ARTICLE I

Recognition

- 1.1 The Board of Education of District 703, Tazewell County, Illinois, hereinafter "Employer" or "District" hereby recognizes the Delavan Education Association/IEA-NEA hereinafter the "Association" as the sole and exclusive bargaining representative for all certified or professional, non-supervisory personnel whether under a contract, either verbal or written, on leave, hourly basis, or class rate basis, employed or to be employed by the Board; also to include therapists, vocational education teachers, department heads and librarians. Such representation shall cover all employees assigned to newly created positions unless the parties agree in advance that such positions are principally supervisory and administrative. Such representation shall exclude superintendent, principals, assistant superintendents, assistant principals, athletic director and guidance counselor. The term "bargaining unit member" or employee(s) when used hereinafter in the Agreement shall refer to all employees represented by the Delavan Education Association/IEA-NEA in the bargaining unit as above defined.

- 1.2 No agreement, consideration or interpretation which alters, varies, waives or modifies any of the terms or conditions contained herein shall be made with any employee or group of employees by the District or any of the District's agents or representatives, unless it has been made, ratified and agreed to in writing by the District and the Association. Any such agreement shall not constitute a precedent in the future enforcement of any of the terms contained herein.

The District agrees not to negotiate with any employee or employee group or other labor organization unless certified as the exclusive representative by the IELRB.

Nothing herein shall preclude individuals or other organizations from presenting their views and recommendations to the Board or Administrative Staff at any time.

ARTICLE II

Association Rights

- 2.1 One copy of the Board minutes will be mailed to the Association President on the day following approval of the minutes by the Board.

- 2.2 A meeting between the representatives of the DEA and the Board of Education members will be held four times per year on a quarterly basis, unless otherwise mutually agreed by the parties. The Superintendent and the DEA Co-Presidents shall meet during the first week of the school year to set up the quarterly meeting dates. Prior to each meeting, the Superintendent and the DEA Co-Presidents shall put together a mutually agreeable agenda for the meeting. These meetings shall be up to a half-hour in length, unless otherwise agreed by the parties.

- 2.3 Two copies of the Board agenda except confidential material will be mailed to the Association President on the day of the Board meeting.
- 2.4 The Board and the Association will comply with the "Illinois Freedom of Information Act".
- 2.5 The rights granted in the Article to the Association shall not be granted or extended to any other labor organization unless certified as the exclusive bargaining representative by the IELRB.
- 2.6 Should the Association send representatives to local, state or national conferences or other business pertinent to Association affairs, these representatives shall be excused without loss of salary providing that the Association shall reimburse the District for the cost of the substitute(s). No more than two Association days, district-wide, will be allowed per year. A written notification to the Superintendent by the President of the Association shall be submitted two days prior to the date of absence.
- 2.7 The Association will be granted four early dismissal days per year for the purpose of professional in-service meetings and Association business. Students will be dismissed at 2:15 p.m. on the four dates which will be mutually established by the Association and the Superintendent.

ARTICLE III

Class Load

- 3.1 When the class load is above 30, the District will reimburse a teacher 1/2% of the base per student above 30 or shall secure the services of a teacher's aide.
- 3.2 In departmentalized areas of the junior high and high school, a teacher's average class size must exceed 30 for this provision to apply. Example: Mr. Doe teaches classes of 30, 32, 31, 28 and 34. This equals an average class size of 31. Mr. Doe would receive 1/2% of the base.
- 3.3 This provision does not apply to such special areas as P.E., Chorus and Band.

ARTICLE IV

Paid Leaves

- 4.1 Teachers will be granted 15 sick leave days annually. Sick leave days may be accumulated to a maximum of 355 days credited on the first day of the school year; also, only 355 sick leave days may be carried from one school year to the next. Sick leave may be used for the following:
 - 1) Personal illness or disability.

- 2) Critical illness in immediate family.
- 3) Birth, adoption, or placement for adoption not to exceed limits set by State and/or Federal Law.
- 4) Death in the immediate family.
- 5) Immediate family shall be defined to include the following: spouse, children, step-children, grandchildren, parents, grandparents, grandparents-in-law, parents-in-law, brothers, brothers-in-law, sisters, sisters-in-law, aunts, aunts-in-law, uncles, uncles-in-law, sons, sons-in-law, daughters, daughters-in-law and legal guardians.

4.2 A Sick Leave Bank shall be established which allows a participating employee to draw from the Bank additional sick leave days, provided the following requirements are met:

- 1) All accumulated sick leave and personal leave for the participating employee must be exhausted before using the Bank.
- 2) The employee has contributed to the Bank according to the requirements.
- 3) The employee shall produce a doctor's certificate as proof of need.
- 4) The employee has been absent more than three consecutive work days in connection with the same illness.
- 5) Employees receiving Worker's Compensation or disability payments are not eligible to use the Sick Leave Bank.
- 6) A request for use of the Sick Leave Bank shall be submitted to a committee consisting of one administrator and two DEA representatives. No days shall be granted before approval by the committee.

In order to be eligible to participate in the Sick Leave Bank, an employee must contribute two sick days. All future eligible participants must also contribute two sick days during the year the employee chooses to participate.

The District shall keep a record of those employees who authorize a deduction of sick days and designate them as participating in the Sick Leave Bank. At the beginning of every school year, the District shall provide the Association President with an update on the status of the Bank and a list of participating employees.

The Sick Leave Bank shall not exceed 100 days unless necessary to accommodate new members of the staff wishing to join the Bank. In such an event, the number of days in the Bank may be increased in order to allow for two days contribution from the new staff members. If the Bank is depleted below 50 days, each participating employee will automatically be assessed one additional day, in such event, if there are more than 50 participants, the Bank may exceed 100 days.

The Bank may be only used for a prolonged illness, a grave or extraordinary medical condition, or catastrophic injury suffered by a teacher or to allow the teacher to care for the teacher's spouse, child, or parent who has suffered from prolonged illness, a grave or extraordinary medical condition, or catastrophic injury. The Bank is not meant for minor illnesses, medical conditions or injuries, including hospitalization for a normal pregnancy, or for child care or medical, dental, or vision care appointments. In no event may any employee draw more than fifteen (15) days from the Sick Leave Bank in any given school year.

- 7) During a teacher's last four school years immediately preceding the teacher's retirement, any sick days acquired from the Sick Leave Bank must be used by the teacher prior to the teacher's retirement date. No sick days acquired from the Sick Leave Bank during a teacher's last four school years immediately preceding the teacher's retirement shall be used to acquire service credit for the teacher from TRS. If on the date prior to a teacher's retirement date a teacher has any sick days acquired from the Sick Leave Bank during a teacher's last four school years immediately preceding the teacher's retirement, these sick days acquired from the Sick Leave Bank shall be returned to the Sick Leave Bank on the day prior to the teacher's retirement date, and the teacher shall receive no service credit for these returned sick days.

4.3 Teachers will be allowed two personal days per year to conduct such personal business as cannot be completed outside of school hours with the following exceptions: 1) the first week of school; 2) the last week of school; 3) during semester exams (this applies only to high school teachers who are administering exams and does not apply to senior exam day in the spring). The request must be written and received in the building office at least 24 hours prior to the day it is to be utilized. However, if it is to be used on a school day before or after a holiday, a written request must be filed in the building office 5 school days prior to being utilized. All requests will be considered on a first received, first granted process. Upon receipt of the request in the building office, the building principal or designee, shall initial and write the time the request was received. A copy of the request shall be given to the employee. The request may be approved by the building principal. The superintendent may approve or deny a request.

- 1) No more than 3 teachers will be granted personal days immediately before or after a school holiday. On all other days there is no limit to the number of teachers utilizing their personal days, subject to the availability of substitutes.

- 2) When a teacher has two unused personal days at the end of the school year, one day may be converted to sick leave which will increase accumulated sick days and one day will be reimbursed at the substitute rate. If only one personal day is left, that day will be compensated at the substitute rate and shall not carry over as a sick day.
- 4.4 Teachers will be allowed two (2) emergency days per year. The teacher shall contact the superintendent or the building principal as soon as possible about a request for an emergency day. Upon receipt of the request, the building principal or superintendent or his/her designee shall write down the time that the request was received. Within three (3) days after making the request or as soon as possible thereafter, the teacher shall also provide a written request to the superintendent's office if the initial request was not made in writing. The superintendent shall approve or deny a request. A copy of the request shall then be returned to the employee with the written approval or denial. The teacher will pay for the cost of a substitute teacher if the emergency day is approved or if the emergency day is denied but the District was still required to provide a substitute teacher due to the teacher's absence. These emergency days are not accumulative. The use of the emergency days is totally independent of the criteria stated for the use of the personal days. For the purposes of this section, an emergency shall not include planned vacations or seminars or other planned absences that do not result from an emergency situation.
 - 4.5 Teachers will be allowed one (1) professional day per year, accumulative to two (2), to attend appropriate clinics, institutes and workshops. The Superintendent may consider other special circumstances that might warrant the use of a professional day and may agree to allow additional professional development days for a particular teacher. The Superintendent shall consider in such cases the appropriateness of mileage reimbursement. If an administrator requests in writing that a teacher attend said clinics, institutes or workshops, the teacher's attendance at such clinic, institute, or workshop will not count as part of these days. The procedure for utilizing a professional day is as follows:
 - 1) The employee will complete in triplicate a teacher absence request form and submit same to their building principal a minimum of one week before the date of the requested absence.
 - 2) If approved, the teacher will receive full salary plus fees and mileage reimbursement at the current rate. The total combined reimbursement will not exceed \$125 per day.

ARTICLE V

Unpaid Leaves

- 5.1 Military Leave - The continued contractual service of a teacher is not affected because of absence while in the military service. He/she may receive two years experience on the salary schedule. A nontenured teacher who leaves because of

military obligations may be offered a contract upon his/her return, if a position is available for which he/she is certified. A maximum of two years experience on the salary schedule may be granted.

- 5.2 A leave of absence may be granted upon application for the purpose of serving as an officer of either the Illinois Education Association or the National Education Association. Upon returning from said leave of absence, the bargaining unit member shall be restored to the same position or to a position of like nature and be placed on the salary schedule that reflects his/her experience and college credits.
- 5.3 The District and a bargaining unit member may mutually agree upon a leave of absence without pay, in which case the continued contractual service of the bargaining member shall not be affected.

ARTICLE VI

Job Security

- 6.1 "Seniority" shall be defined as the length of a bargaining unit member's continuous full-time service within the District. Said service shall be completed from the first day of employment within the District. The "first day" shall be defined as the day upon which duties are first performed. Seniority shall not accrue nor shall it be lost during any leave of absence.
 - 1) Any tenured member of the bargaining unit who has his/her position reduced from full time to part time, whether voluntarily or involuntarily, shall accrue tenured seniority the same as a full time person. Such seniority shall accrue at a rate equivalent to the hourly job assignment. Example: A 4/7 time person shall accrue 4/7 time seniority per year.
 - 2) Bargaining unit members first hired and employed in any capacity less than full time shall accrue nontenured seniority equivalent to their hourly job assignments. Tenured teachers shall have seniority over all nontenured teachers.
- 6.2 Whenever a bargaining unit member must be dismissed, a representative of the Association may be present to advocate on behalf of the member of the bargaining unit.
- 6.3 In the event District seniority is between employees, the following procedures are to be utilized as a tie breaker:
 - 1) Previous experience credit inside and outside the District which is allowed for credit on the salary schedule.
 - 2) Education beyond the bachelor's degree which is allowed as credit on the salary schedule.

- 6.4 Voluntary Transfer - Whenever a vacancy occurs, the Superintendent will notify the Association President and the *Delavan Times* of said vacancy. All in-house applicants shall receive careful, serious consideration for the vacancy. All in-house applicants shall be interviewed unless severe time constraints due to the opening of school preclude such an interview. In any event, all in-house applicants shall receive personal oral or written notification of the employment decision.

ARTICLE VII

Reduction in Force

- 7.1 When the Board decides it is necessary to reduce the number of employees in the District because of decreased enrollment, lack of funds, or other reasons, the Association will be advised of such reduction in staff in advance of any public announcement.
- 7.2 If the number of positions must be reduced, the employees who are subject to removal shall receive notice by certified mail at least sixty (60) days before the end of the school term together with a statement of honorable dismissal and the reason therefore. The employee shall be dismissed on the basis of District seniority.
- 7.3 An employee who is dismissed due to reduction in force and who becomes certified and legally qualified for additional positions shall retain his/her tenured District seniority rights for positions available the second succeeding year over any other RIFed employee who has less tenured District seniority and who is certified in the same area(s).
- 7.4 If the Board increased the number of employees or has an employee resign after the lay-off(s), the Board shall first offer reemployment to the employee laid off in the reverse order of the lay-off specified.
- 7.5 If an employee is removed or dismissed from employment with the District because of a decrease in the number of employees employed by the District, or because of the discontinuance of a particular type of service, and if the Board within two (2) calendar years thereafter increases the number of employees, reinstates the positions discontinued, or vacancies occur, the positions thereby becoming available shall be tenured to the employees so removed or dismissed so far as they are legally qualified to hold such positions. One (1) calendar year thereafter shall mean one (1) school year plus one (1) day of the next school year immediately commencing after the date of the Board's action in removing or dismissing the teacher.
- 7.6 An employee's failure to respond affirmatively within fifteen (15) calendar days after the Board sends notification by certified mail to the employee's address on file with the Board recalling such employee, shall result in the termination of the employee's rights of recall hereafter.

ARTICLE VIII

Teacher Experience and Graduate/Non-Graduate Education Provisions

Teachers shall be reimbursed for tuition for college credit courses successfully completed with no less than a "B-" grade or its equivalent, under the following conditions:

- 8.1 The college course must be in the teacher's field or in a field approved by the Superintendent. All work must be at the graduate level. Past approval of college courses is not indicative of future approval.
- 8.2 Approval must be obtained from the Superintendent in writing prior to enrollment, not sooner than six (6) weeks before the class begins. At the time of approval, the Superintendent's Office will inform the teacher of the availability of funds for reimbursement. The order of approval will establish the first come, first served basis until the maximum is reached. If the course is approved, reimbursement will be given. The District shall be responsible for ensuring that the maximum amounts provided in Section 8.7 are not exceeded and shall be responsible for reimbursement if a course is approved despite the maximum amount being exceeded.
- 8.3 The maximum reimbursement is \$175 per semester hour. In no case shall the tuition reimbursement exceed the tuition actually paid by the teacher.
- 8.4 The maximum number of hours for reimbursement for a teacher shall be six (6) hours each semester during the school term and twenty-one (21) hours per contract year.
- 8.5 Reimbursed courses must be taken in accredited institutions.
- 8.6 Reimbursement will be made following submission of the proof of payment and grade from the course in form acceptable to the Superintendent. Education earned up to the second Tuesday of September of each year will be used to determine salary level for the ensuing year.
- 8.7 A maximum of \$14,000 will be spent during each year of this contract. However, any amount under the \$14,000 maximum not spent in any one year of the contract or extension period shall be accumulated and rolled over into the subsequent year or years of the contract or extension period up through the last year of the contract or contract extension.
- 8.8 Only the completion of courses qualifying for tuition reimbursement shall entitle a teacher to credit on the salary schedule.

within Delavan Community Unit School District No. 703.

- c) A teacher will not be eligible for a retirement incentive under this provision if the teacher's retirement gives rise to an ERO penalty or payment to be paid by the District or any other penalty or additional contribution to be paid by the District under TRS. ERO means the Early Retirement Option under the Teachers Retirement System (TRS).

10.2 Retirement Incentive Plans:

1) One-Year Plan:

If an eligible teacher gives the Board an irrevocable letter of retirement prior to May 1 stating that he/she shall retire at the end of the next school year, the teacher will be removed from the salary schedule and for the final year of employment the teacher's non-exempt TRS creditable earnings shall be increased by six percent (6%) over the teacher's non-exempt TRS creditable earnings for the prior year of employment.

Example: The teacher's prior year non-exempt TRS creditable earnings were \$40,000.00. The teacher's final year non-exempt TRS creditable earnings will be \$42,400.00 (i.e., $\$40,000.00 \times 1.06 = \$42,400.00$).

2) Two-Year Plan:

If an eligible teacher gives the Board an irrevocable letter of retirement prior to May 1, two (2) years prior to the year of retirement, the teacher will be removed from the salary schedule and for the final two (2) years of employment the teacher's non-exempt TRS creditable earnings shall be increased by six percent (6%) over the teacher's non-exempt TRS creditable earnings for the prior years of employment respectively.

Example: A teacher gives his/her irrevocable letter of retirement prior to May 1, 2009, stating he/she will retire on June 30, 2011. The teacher's non-exempt TRS creditable earnings for 2008-2009 school year were \$40,000.00. The teacher's non-exempt TRS creditable earnings for the 2009-2010 school year will be \$42,400.00 (i.e., $\$40,000.00 \times 1.06 = \$42,400.00$). The teacher's non-exempt TRS creditable earnings for the 2010-2011 school year will be \$44,944.00 (i.e. $\$42,400.00 \times 1.06 = \$44,944.00$).

3) Three-Year Plan:

If an eligible teacher gives the Board an irrevocable letter of retirement prior to May 1, three (3) years prior to the year of retirement, the teacher will be removed from the salary schedule and for the final three (3) years of employment the teacher's non-exempt TRS creditable earnings shall be increased by six percent (6%) over the teacher's non-exempt TRS creditable earnings for the prior years

of employment respectively.

Example: A teacher gives his/her irrevocable letter of retirement prior to May 1, 2009, stating he/she will retire on June 30, 2012. The teacher's non-exempt TRS creditable earnings for 2008-2009 school year were \$40,000.00. The teacher's non-exempt TRS creditable earnings for the 2009-2010 school year will be \$42,400.00 (i.e., $\$40,000.00 \times 1.06 = \$42,400.00$). The teacher's non-exempt TRS creditable earnings for the 2010-2011 school year will be \$44,944.00 (i.e. $\$42,400.00 \times 1.06 = \$44,944.00$). The teacher's non-exempt TRS creditable earnings for the 2011-2012 school year will be \$47,640.67 (i.e., $\$44,944.00 \times 1.06 = \$47,640.64$).

10.3 Additional Provisions related to Retirement Incentive:

- a) A teacher may only choose one of the Retirement Incentive Plans set forth above. Accordingly, a teacher's selection of any one plan precludes the teacher's access to the other plans.
- b) Non-exempt TRS creditable compensation (earnings) is defined by TRS rules and regulations.
- c) A teacher may submit the required irrevocable retirement letter up to 30 days after the signing date of this Agreement by both parties (in lieu of the required May 1st submission date) in order to be eligible for the One-Year Plan at the end of the 2008-2009 school year, to be eligible for the Two-Year Plan at the end of the 2009-2010 school year, or to be eligible for the Three-Year Plan at the end of the 2010-2011 school year.
- d) Once a teacher submits a retirement letter to the District, the teacher will not be assigned any additional extra duty or any additional extra-curricular positions not currently being performed.
- e) If after submitting an irrevocable letter of retirement, the teacher resigns from or is removed from any extra duty for which the teacher was compensated the previous year (i.e., the Extra Duty Increment Schedule, Coaching Salary, extended contract, and/or any other stipend or extra pay), the teacher's non-exempt TRS creditable earnings will be adjusted accordingly.

Example: The teacher's non-exempt TRS creditable earnings from the 2008-2009 school year were \$43,000.00 of which \$3,000.00 was compensation for coaching basketball in 2008-2009. Under the Retirement Incentive Plan, he/she would be scheduled to receive \$45,580.00 non-exempt TRS creditable earnings for the 2009-2010 school year (i.e., $\$43,000.00 \times 1.06 = \$45,580.00$). However, the teacher resigns from his/her coaching position before the start of the 2009-2010 school year. The teacher's non-exempt TRS creditable earnings for the 2009-2010 school year will be \$42,400.00 (i.e. $\$40,000.00 \times 1.06 = \$42,400.00$) rather than \$45,580.00.

- f) The Board, in its sole discretion, may allow the teacher to rescind his/her letter of retirement because of serious illness or life changing circumstances. Upon rescinding a letter of retirement, the teacher's salary shall immediately return to the appropriate level as provided in the applicable salary schedule based upon the teacher's years of service and level of education. Further, should the teacher then again submit an irrevocable letter of retirement in order to obtain any retirement incentive, the term of the teacher's retirement incentive shall be reduced by the number of days on a one-for-one basis that the teacher previously received the retirement incentive prior to the rescission date for the previous retirement incentive plan.
- g) In no case shall an increase in a teacher's non-exempt TRS creditable earnings during a school year when the teacher receives this retirement incentive exceed six percent (6%) of the creditable earnings for the teacher during the previous school year.
- h) In order to receive a retirement incentive under any of the retirement incentive plans set forth in Section 10.2 above, the teacher must submit an irrevocable letter of retirement under any such plan in Section 10.2 on or before May 1, 2010. A teacher may not elect or enter into any retirement incentive plan set forth in Section 10.2 after May 1, 2010, or thereafter through the remaining duration of this Agreement. Furthermore, a teacher may not retire under any retirement incentive plan under this provision for a retirement date after June 30, 2013. If a teacher does submit an irrevocable letter of retirement under either the Two-Year Plan or the Three-Year Plan on or before May 1, 2010 such that the teacher's actual retirement date occurs after this contract expires, that teacher will remain under the terms of retirement incentive plan as provided under this provision of this contract regardless of the terms of the subsequent contract. The inclusion of this retirement incentive section in this contract does not create a presumption that this particular retirement incentive plan or any retirement incentive plan will be offered, extended, or renewed in any subsequent contracts between the parties.

Example: The teacher seeks to retire at the end of the 2012-2013 school year while receiving a retirement incentive under the Three-Year retirement incentive plan. In order to receive a retirement incentive under the Three-Year retirement incentive plan, the teacher must submit an irrevocable letter on or before May 1, 2010.

- i) If legislation is enacted and/or TRS rules and regulations are adopted during the life of this contract that result in a greater cost to the District than the costs generated by this contract, the provisions relating to such benefits shall be reopened for negotiations.

ARTICLE XI

Mileage

- 11.1 Approved travel expenses shall be reimbursed at the IRS approved rate effective as of September 1st of each school year.
- 11.2 A faculty member who is responsible for driving a vehicle to transport students to and from any scheduled school-related event or activity shall be paid, (for actual driving time) in addition to their regular salary or extra duty pay, at a current bus driver rate or a bus driver will be provided.

ARTICLE XII

Term Insurance

- 12.1 Term life insurance in the amount of \$10,000 shall be provided each full-time employee with the premium paid in full by the District.

ARTICLE XIII

Health Insurance

- 13.1 Hospitalization and major medical insurance shall be provided each full-time employee and the District shall assume 90% of the premium for the employee only.
- 13.2 Should the parties identify a dental plan acceptable to the DEA, the District agrees to sponsor the plan and to make payroll deductions, providing the District incurs no expense other than incidental administrative expenses.
- 13.3 Should the DEA determine that it would benefit its members for the District to implement a Section 125 flex plan, the District shall cooperate with the DEA and take necessary measures to establish a plan, providing the District incurs no expense other than incidental administrative expenses.
- 13.4 An insurance committee consisting of Board appointed members and DEA appointed members shall monitor the insurance plan, consider alternatives and recommend any course of action which would maximize the insurance benefits for each dollar expended. While the parties recognize that the Board cannot necessarily control the benefit package, the Board will seek no changes in the benefit package without first consulting with the DEA.

ARTICLE XIV

Grievance Procedure

- 14.1 A grievance shall be any claim by the Association or any employee that there has been an alleged violation, misrepresentation, misapplication of the terms of this Agreement; or an alleged violation of the Association's or the employee's right to fair treatment. Fair treatment is the act toward an employee or group of employees in a manner that is not favoring one employee or group of employees more than another or others and that treatment is to be equitable.
- 14.2 Procedures - The parties hereto acknowledge that it is the most desirable for an employee and employee's immediately involved supervisor to resolve problems through free and informal communications. When requested by the employee, an Association representative may accompany the employee to assist in the informal resolution of the grievance. If, however, the informal process fails to satisfy the employee or the Association, a grievance may be processed as provided below.

The filing of the grievance at Step I or Step II below must be within twenty (20) days of the date of the occurrence of the event giving rise to the grievance. All time limits shall consist of school days, except that during any vacation or break periods (excluding regular School District holidays) regular calendar days shall be counted for the purpose of establishing time limits. The failure of a grievant to act on any grievance within the prescribed time limits will act as a bar to any further appeal. If no decision has been rendered within the time limits indicated within a step, then the grievance shall be processed to the next step. The time limits at any step or at any point in the grievance process, however, may be extended by mutual agreement.

- 1) STEP I - The employee or the Association may present the grievance in writing to the immediately involved supervisor, who will arrange for a meeting to take place within five (5) working days after receipt of the grievance. The Association's representative, the grievant, and the immediately involved supervisor shall be present at the meeting. Within five (5) working days of the meeting, the grievant and the Association shall be provided with the supervisor's written response, including the reasons for the decision.
- 2) STEP II - If the grievance is not resolved at Step I, then the Association may refer the grievance to the Superintendent within fifteen (15) working days after receipt of the Step I answer. The Superintendent shall arrange with the Association representative for a meeting to take place within five (5) working days of the Superintendent's receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary. Within five (5) working days of the meeting, the Association shall be provided with the Superintendent's written response, including the reasons for the decision.

- 3) STEP III - If the grievance is not resolved at Step II, then the Association may refer the grievance to the Board of Education within fifteen (15) working days after receipt of the Step II answer. The Board of Education shall meet with the Association representative and the grievant at the next regular Board meeting after receipt of the appeal by the Secretary of the Board of Education.

Each party shall have the right to include any representation as it deems necessary. Within five (5) working days of the meeting, the Association and the grievant shall be provided with the Board of Education's written response, including the reasons for the decision.

- 4) STEP IV - If the Association is not satisfied with the disposition of the grievance at Step III, the Association may submit the grievance to final and binding arbitration through the American Arbitration Association, which shall act as the administrator of the proceedings. If a demand for arbitration is not filed within thirty (30) working days of the date of the Step III answer, then the grievance shall be deemed withdrawn, without prejudice.
 - a) Neither the Board nor the Association shall be permitted to assert any grounds of evidence before the arbitrator which was not previously disclosed to the other party.
 - b) The arbitrator shall have no power to alter the terms of this Agreement.

14.3 If the Association and the Superintendent agree, any step of the grievance procedure may be passed and the grievance brought directly to the next step.

14.4 If the Association and Superintendent agree, a grievance may be submitted directly to arbitration.

14.5 Association Participation - Employee Represented - The Board acknowledges the right of the Association's grievance representative to participate in the processing of a grievance at any level, and no employee shall be required to discuss any grievance if the Association's representative is not present.

14.6 Association Participation - Employee Not Represented - When an employee is not represented by the Association, the Association shall reserve the right to have its representative present at the meetings.

14.7 The Board, administration and the Association shall cooperate in the investigation of any grievance.

14.8 No reprisals shall be taken by the Board or the Administration against any employee because of the employee's participation in the grievance.

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

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

14.11 The fees and expenses of the arbitrator shall be shared equally by the parties.

ARTICLE XV

Board Paid Teacher Retirement

15.1 The Board shall contribute and shelter the 9.4% (because of compounding effect, the Board's cost shall be 10.3753%) teacher's contribution to the retirement system.

15.2 The Board shall contribute the teacher's required 0.84% contribution to the retired teachers' health insurance program.

ARTICLE XVI

Extra Duty Increment Guide

Percentage*

High School Student Council	3.3
Science Fair Coordinator	3.3
School Play Director (each director)	3.3
Instrumental Music & Pep Band	3.0
Vocal Music	2.3
Scholastic Bowl	3.0
Yearbook	2.7
Senior Class Sponsor	2.3
Junior Class Sponsor	2.3
Sophomore Class Sponsor	2.1
Freshman Class Sponsor	2.1
Play Scenery Supervisor	1.8
Junior High Student Council	1.8
Junior High Literary	1.8
Carnival (3 Sponsors)**	1.6
Spelling Bee Supervisor	1.2
Young Authors	1.2

	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>
Ticket Selling/Concessions/Supervision	37	38	39
Tutoring (per hour)	24	25	26
Detention (Detention supervision will be paid the entire stipend whether the Saturday detention supervision is 1 - 4 hours.)	70	72	74
Teaching after School Classes/Staff Community (per hour)	33	34	35

(Two hours preparation time for each hour whenever the course is being taught for the first time, and one hour preparation for each hour taught thereafter.)

(The %~~Special~~ Special Education Assistant shall work with the Special Education Coordinator hired or contracted by the District, including the handling of all daily administrative matters that arise in relation to providing special education services in the District. The District has the complete discretion to determine whether to offer this position to a teacher during any given school year covered by this agreement.)

4295	4552	4825
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*Percentage shown is multiplied by the base salary (Column A, Step 0) in the applicable school year's Salary Schedule in Article XVIII of this Agreement to determine the extra duty pay for the listed activity.

**In the event there is only one Carnival Chairperson, that teacher shall receive a triple increment, and in the event there are two Carnival Chairpersons rather than three, the two teachers shall share equally in the three increments.

This extra duty increment guide reflects the amount to be paid to sponsors if an activity is offered. The District, however, reserves the right to determine if an activity shall be offered and the number of sponsors authorized for each activity.

ARTICLE XVII
Coach's Salary 2008-2009

YEARS:	0	1	2	3	4	5	6	7	8	9	10	11	12	13
<u>HIGH SCHOOL</u>														
Varsity Basketball	2,595	2,744	2,893	3,042	3,192	3,340	3,490	3,639	3,787	3,937	4,086	4,236	4,384	4,534
Volleyball	1,930	2,028	2,118	2,207	2,297	2,386	2,475	2,565	2,654	2,744	2,833	2,922	3,013	3,102
Baseball														
Track (Girls)														
Track (Boys)														
Softball														
Cross Country (Boys or Girls)														
Assist Volleyball														
Assist Basketball	1,580	1,664	1,748	1,832	1,914	1,998	2,082	2,166	2,249	2,332	2,416	2,499	2,583	2,667
Track (Combined Girls and Boys): Shall be paid at 1.5 times the applicable rate above for Track (Girls)														
Cheerleading Sponsor	1,465	1,515	1,569	1,623	1,676	1,730	1,784	1,837	1,891	1,945				
Assist Baseball														
Assist Softball														
Assist Track (Girls)														
Assist Track (Boys)														
Assist Track (Combined Girls and Boys)														
Assist Cross Country	1,030	1,067	1,121	1,176	1,229	1,283	1,337	1,390	1,444	1,498	1,551	1,605	1,658	1,712
Speech	875	906	954	1,002	1,049	1,097	1,145	1,194	1,241	1,289	1,337	1,384	1,432	1,480
<u>JUNIOR HIGH</u>														
Basketball	2,050	2,148	2,225	2,309	2,392	2,475	2,559	2,643	2,726	2,810	2,893	2,976	3,060	3,144
Baseball														
Track														
Softball														
Assist Basketball	1,300	1,354	1,426	1,498	1,569	1,641	1,712	1,784	1,855	1,927	1,998	2,070	2,141	2,213
Volleyball	1,480	1,551	1,617	1,682	1,748	1,814	1,879	1,945	2,010	2,075	2,152	2,207	2,273	2,338
Cross Country														
Assist Track														
Assist Softball														
Assist Volleyball														
Assist Baseball	1,015	1,067	1,121	1,176	1,229	1,283	1,337	1,390	1,444	1,498	1,551	1,605	1,658	1,712
Cheerleading Sponsor	925	954	996	1,038	1,080	1,121	1,163	1,205	1,247	1,289				

This coaching increment schedule reflects the amount to be paid to a coach if an activity is offered. The District reserves the right to determine if an activity shall be offered and the number of coaches authorized for each activity.

Coach's Salary 2009-2010

YEARS:	0	1	2	3	4	5	6	7	8	9	10	11	12	13
<u>HIGH SCHOOL</u>														
Varsity Basketball	2,650	2,751	2,909	3,067	3,225	3,384	3,540	3,699	3,857	4,014	4,173	4,331	4,490	4,647
Volleyball	1,970	2,046	2,150	2,245	2,339	2,435	2,529	2,624	2,719	2,813	2,909	3,003	3,097	3,194
Baseball														
Track (Girls)														
Track (Boys)														
Softball														
Cross Country (Boys or Girls)														
Assist Volleyball														
Assist Basketball	1,620	1,675	1,764	1,853	1,942	2,029	2,118	2,207	2,296	2,384	2,461	2,561	2,649	2,738
Track (Combined Girls and Boys): Shall be paid at 1.5 times the applicable rate above for Track (Girls)														
Cheerleading Sponsor	1,475	1,553	1,606	1,663	1,720	1,777	1,834	1,891	1,947	2,004				
Assist Baseball														
Assist Softball														
Assist Track (Girls)														
Assist Track (Boys)														
Assist Track (Combined Girls and Boys)														
Assist Cross Country	1,050	1,092	1,131	1,188	1,247	1,303	1,360	1,417	1,473	1,531	1,588	1,644	1,701	1,757
Speech	900	928	960	1,011	1,062	1,112	1,163	1,214	1,266	1,315	1,366	1,417	1,467	1,518
<u>JUNIOR HIGH</u>														
Basketball	2,090	2,173	2,277	2,359	2,448	2,536	2,624	2,713	2,802	2,890	2,979	3,067	3,155	3,244
Baseball														
Track														
Softball														
Assist Basketball	1,320	1,378	1,435	1,512	1,588	1,663	1,739	1,815	1,891	1,966	2,043	2,118	2,194	2,269
Volleyball	1,510	1,569	1,644	1,714	1,783	1,853	1,923	1,992	2,062	2,131	2,220	2,281	2,339	2,409
Cross Country														
Assist Track														
Assist Softball														
Assist Volleyball														
Assist Baseball	1,030	1,076	1,131	1,188	1,247	1,303	1,360	1,417	1,473	1,531	1,588	1,644	1,701	1,757
Cheerleading Sponsor	940	981	1,011	1,056	1,100	1,145	1,188	1,233	1,277	1,322				

This coaching increment schedule reflects the amount to be paid to a coach if an activity is offered. The District reserves the right to determine if an activity shall be offered and the number of coaches authorized for each activity.

Coach's Salary 2010-2011

YEARS:	0	1	2	3	4	5	6	7	8	9	10	11	12	13
<u>HIGH SCHOOL</u>														
Varsity Basketball	2,700	2,809	2,916	3,084	3,251	3,419	3,587	3,752	3,921	4,088	4,255	4,423	4,591	4,759
Volleyball	1,995	2,088	2,169	2,279	2,380	2,479	2,581	2,681	2,781	2,882	2,982	3,084	3,183	3,283
Baseball														
Track (Girls)														
Track (Boys)														
Softball														
Cross Country (Boys or Girls)														
Assist Volleyball														
Assist Basketball	1,580	1,717	1,776	1,870	1,964	2,059	2,151	2,245	2,339	2,434	2,527	2,609	2,715	2,808
Track (Combined Girls and Boys): Shall be paid at 1.5 times the applicable rate above for Track (Girls)														
Cheerleading Sponsor	1,490	1,564	1,646	1,702	1,763	1,823	1,884	1,944	2,004	2,064				
Assist Baseball														
Assist Softball														
Assist Track (Girls)														
Assist Track (Boys)														
Assist Track (Combined Girls and Boys)														
Assist Cross Country	1,070	1,113	1,158	1,199	1,259	1,322	1,381	1,442	1,502	1,561	1,623	1,683	1,743	1,803
Speech	925	954	984	1,018	1,072	1,126	1,179	1,233	1,287	1,342	1,394	1,448	1,502	1,555
<u>JUNIOR HIGH</u>														
Basketball	2,125	2,215	2,303	2,414	2,501	2,595	2,688	2,781	2,876	2,970	3,063	3,158	3,251	3,344
Baseball														
Track														
Softball														
Assist Basketball	1,340	1,399	1,461	1,521	1,603	1,683	1,763	1,843	1,924	2,004	2,084	2,166	2,245	2,326
Volleyball	1,540	1,601	1,663	1,743	1,817	1,890	1,964	2,038	2,112	2,186	2,259	2,332	2,418	2,479
Cross Country														
Assist Track														
Assist Softball														
Assist Volleyball														
Assist Baseball	1,045	1,092	1,141	1,199	1,259	1,322	1,381	1,442	1,502	1,561	1,623	1,683	1,743	1,803
Cheerleading Sponsor	955	996	1,040	1,072	1,119	1,166	1,214	1,259	1,307	1,354				

This coaching increment schedule reflects the amount to be paid to a coach if an activity is offered. The District reserves the right to determine if an activity shall be offered and the number of coaches authorized for each activity.

ARTICLE XVIII
Salary Schedule 2008-2009

Step	Years	BS	BS+8	BS+16	BS+24	MS	MS+8	MS+16	MS+24	MS+32
		A	B	C	D	E	F	G	H	I
0	0	29,900	30,498	30,797	32,591	33,189	34,236	34,535	34,834	35,282
1	1	30,349	31,096	31,275	32,890	33,548	34,535	34,863	35,192	35,581
2	2	30,797	31,694	31,724	33,189	33,937	34,834	35,192	35,551	35,880
3	3	31,395	31,993	32,202	33,488	34,535	35,133	35,521	35,611	36,478
4	4	32,083	32,591	32,681	33,787	35,192	35,432	35,850	36,269	37,076
5	5	32,292	32,890	33,189	34,086	35,342	35,731	36,149	36,508	37,674
6	6	32,412	33,040	33,667	34,385	35,491	36,030	36,628	37,166	38,272
7	7	32,561	33,189	34,176	34,684	35,581	36,329	37,076	37,824	38,870
8	8	32,681	33,488	34,714	34,983	35,880	36,478	37,525	38,511	39,468
9	9	32,980	33,787	35,222	35,282	36,179	36,628	38,152	39,199	40,216
10	10	33,428	34,056	35,432	35,581	36,478	36,837	38,810	39,887	40,963
11	11	34,086	34,834	36,179	36,478	36,777	37,375	39,468	40,604	41,711
12	12	34,684	35,581	36,777	37,076	37,674	38,272	40,156	41,352	42,458
13	13	35,282	36,478	37,674	37,674	38,571	39,169	40,873	42,129	43,206
14	14	36,179	37,375	38,272	39,169	39,468	40,066	41,591	42,936	43,953
15	15	36,777	38,272	39,169	40,066	40,664	40,963	42,398	43,355	44,701
16	16	37,375	39,169	40,066	40,963	41,561	42,757	43,206	44,551	45,448
17	17	37,973	40,066	40,963	41,860	42,757	43,654	44,551	45,747	46,345
18	18		40,963	41,860	42,757	43,953	44,850	45,747	46,943	47,541
19	19		41,860	42,757	43,654	45,149	45,747	46,644	48,139	49,036
20	20		42,757	43,355	44,850	45,747	46,943	47,840	49,335	50,232
21	21			44,252	46,046	46,943	48,139	49,036	50,531	51,428
22	22				48,438	48,737	49,335	50,232	51,727	52,624
23	23					49,036	50,531	51,428	52,923	53,820
24	24							52,624	54,119	55,016
25	25								55,315	56,212

Salary Schedule 2008-2009 With TRS

[Board pays 9.4% (10.3753%) for TRS (See Article XV).]

		BS	BS+8	BS+16	BS+24	MS	MS+8	MS+16	MS+24	MS+32
Step	Years	A	B	C	D	E	F	G	H	I
0	0	33002	33662	33992	35972	36632	37788	38118	38448	38943
1	1	33497	34322	34520	36302	37028	38118	38481	38844	39273
2	2	33992	34982	35015	36632	37458	38448	38844	39240	39603
3	3	34652	35312	35543	36962	38118	38778	39207	39306	40263
4	4	35411	35972	36071	37293	38844	39108	39570	40032	40923
5	5	35642	36302	36632	37623	39009	39438	39900	40296	41583
6	6	35774	36467	37160	37953	39174	39768	40428	41022	42243
7	7	35939	36632	37722	38283	39273	40098	40923	41748	42903
8	8	36071	36962	38316	38613	39603	40263	41418	42507	43563
9	9	36401	37293	38877	38943	39933	40428	42111	43266	44388
10	10	36896	37590	39108	39273	40263	40659	42837	44025	45213
11	11	37623	38448	39933	40263	40593	41253	43563	44817	46038
12	12	38283	39273	40593	40923	41583	42243	44322	45642	46863
13	13	38943	40263	41583	41583	42573	43233	45114	46500	47688
14	14	39933	41253	42243	43233	43563	44223	45906	47391	48513
15	15	40593	42243	43233	44223	44883	45213	46797	47853	49338
16	16	41253	43233	44223	45213	45873	47193	47688	49173	50163
17	17	41913	44223	45213	46203	47193	48183	49173	50493	51153
18	18	0	45213	46203	47193	48513	49503	50493	51813	52474
19	19	0	46203	47193	48183	49833	50493	51483	53134	54124
20	20	0	47193	47853	49503	50493	51813	52804	54454	55444
21	21	0	0	48843	50823	51813	53134	54124	55774	56764
22	22	0	0	0	53464	53794	54454	55444	57094	58084
23	23	0	0	0	0	54124	55774	56764	58414	59404
24	24	0	0	0	0	0	0	58084	59734	60724
25	25	0	0	0	0	0	0	0	61054	62044

Salary Schedule 2009-2010

Step	Years	BS	BS+8	BS+16	BS+24	MS	MS+8	MS+16	MS+24	MS+32
		A	B	C	D	E	F	G	H	I
0	0	30,498	31,108	31,413	33,243	33,853	34,920	35,225	35,530	35,988
1	1	30,955	31,718	31,901	33,548	34,219	35,225	35,561	35,896	36,293
2	2	31,413	32,328	32,358	33,853	34,615	35,530	35,896	36,262	36,598
3	3	32,023	32,633	32,846	34,158	35,225	35,835	36,232	36,323	37,208
4	4	32,724	33,243	33,334	34,463	35,896	36,140	36,567	36,994	37,818
5	5	32,938	33,548	33,853	34,768	36,049	36,445	36,872	37,238	38,427
6	6	33,060	33,700	34,341	35,073	36,201	36,750	37,360	37,909	39,037
7	7	33,212	33,853	34,859	35,378	36,293	37,055	37,818	38,580	39,647
8	8	33,334	34,158	35,408	35,683	36,598	37,208	38,275	39,281	40,257
9	9	33,639	34,463	35,927	35,988	36,903	37,360	38,915	39,983	41,020
10	10	34,097	34,737	36,140	36,293	37,208	37,574	39,586	40,684	41,782
11	11	34,768	35,530	36,903	37,208	37,513	38,123	40,257	41,416	42,545
12	12	35,378	36,293	37,513	37,818	38,427	39,037	40,959	42,179	43,307
13	13	35,988	37,208	38,427	38,427	39,342	39,952	41,691	42,972	44,070
14	14	36,903	38,123	39,037	39,952	40,257	40,867	42,423	43,795	44,832
15	15	37,513	39,037	39,952	40,867	41,477	41,782	43,246	44,222	45,595
16	16	38,123	39,952	40,867	41,782	42,392	43,612	44,070	45,442	46,357
17	17	38,732	40,867	41,782	42,697	43,612	44,527	45,442	46,662	47,272
18	18		41,782	42,697	43,612	44,832	45,747	46,662	47,882	48,492
19	19		42,697	43,612	44,527	46,052	46,662	47,577	49,102	50,017
20	20		43,612	44,222	45,747	46,662	47,882	48,797	50,322	51,237
21	21			45,137	46,967	47,882	49,102	50,017	51,542	52,457
22	22				49,407	49,712	50,322	51,237	52,762	53,676
23	23					50,017	51,542	52,457	53,981	54,896
24	24							53,676	55,201	56,116
25	25								56,421	57,336

Salary Schedule 2009-2010 With TRS

[Board pays 9.4% (10.3753%) for TRS (See Article XV).]

Step	Years	BS	BS+8	BS+16	BS+24	MS	MS+8	MS+16	MS+24	MS+32
		A	B	C	D	E	F	G	H	I
0	0	33662	34336	34672	36692	37365	38543	38880	39217	39721
1	1	34167	35009	35211	37028	37769	38880	39250	39620	40058
2	2	34672	35682	35716	37365	38207	39217	39620	40024	40395
3	3	35345	36019	36254	37702	38880	39553	39991	40092	41068
4	4	36120	36692	36793	38038	39620	39890	40361	40832	41741
5	5	36355	37028	37365	38375	39789	40226	40698	41102	42414
6	6	36490	37197	37904	38712	39957	40563	41236	41842	43088
7	7	36658	37365	38476	39048	40058	40900	41741	42583	43761
8	8	36793	37702	39082	39385	40395	41068	42246	43357	44434
9	9	37129	38038	39654	39721	40731	41236	42953	44131	45276
10	10	37634	38341	39890	40058	41068	41472	43694	44905	46117
11	11	38375	39217	40731	41068	41405	42078	44434	45713	46959
12	12	39048	40058	41405	41741	42414	43088	45208	46555	47800
13	13	39721	41068	42414	42414	43424	44098	46016	47430	48642
14	14	40731	42078	43088	44098	44434	45107	46824	48339	49484
15	15	41405	43088	44098	45107	45781	46117	47733	48810	50325
16	16	42078	44098	45107	46117	46791	48137	48642	50157	51167
17	17	42751	45107	46117	47127	48137	49147	50157	51503	52177
18	18	43424	46117	47127	48137	49484	50493	51503	52850	53523
19	19	44098	47127	48137	49147	50830	51503	52513	54196	55206
20	20	44771	48137	48810	50493	51503	52850	53860	55543	56553
21	21	0	0	49820	51840	52850	54196	55206	56889	57899
22	22	0	0	51840	54533	54869	55543	56553	58236	59246
23	23	0	0	0	0	55206	56889	57899	59582	60592
24	24	0	0	0	0	0	0	59246	60929	61939
25	25	0	0	0	0	0	0	60592	62275	63285

Salary Schedule 2010-2011

Step	Years	BS	BS+8	BS+16	BS+24	MS	MS+8	MS+16	MS+24	MS+32
		A	B	C	D	E	F	G	H	I
0	0	31,108	31,730	32,041	33,908	34,530	35,619	35,930	36,241	36,707
1	1	31,575	32,352	32,539	34,219	34,903	35,930	36,272	36,614	37,018
2	2	32,041	32,974	33,006	34,530	35,308	36,241	36,614	36,987	37,330
3	3	32,663	33,286	33,503	34,841	35,930	36,552	36,956	37,050	37,952
4	4	33,379	33,908	34,001	35,152	36,614	36,863	37,298	37,734	38,574
5	5	33,597	34,219	34,530	35,463	36,770	37,174	37,610	37,983	39,196
6	6	33,721	34,374	35,028	35,774	36,925	37,485	38,107	38,667	39,818
7	7	33,877	34,530	35,556	36,085	37,018	37,796	38,574	39,352	40,440
8	8	34,001	34,841	36,116	36,396	37,330	37,952	39,040	40,067	41,063
9	9	34,312	35,152	36,645	36,707	37,641	38,107	39,694	40,783	41,840
10	10	34,779	35,432	36,863	37,018	37,952	38,325	40,378	41,498	42,618
11	11	35,463	36,241	37,641	37,952	38,263	38,885	41,063	42,245	43,396
12	12	36,085	37,018	38,263	38,574	39,196	39,818	41,778	43,022	44,173
13	13	36,707	37,952	39,196	39,196	40,129	40,751	42,525	43,831	44,951
14	14	37,641	38,885	39,818	40,751	41,063	41,685	43,271	44,671	45,729
15	15	38,263	39,818	40,751	41,685	42,307	42,618	44,111	45,107	46,506
16	16	38,885	40,751	41,685	42,618	43,240	44,484	44,951	46,351	47,284
17	17	39,507	41,685	42,618	43,551	44,484	45,418	46,351	47,595	48,217
18	18		42,618	43,551	44,484	45,729	46,662	47,595	48,839	49,462
19	19		43,551	44,484	45,418	46,973	47,595	48,528	50,084	51,017
20	20		44,484	45,107	46,662	47,595	48,839	49,773	51,328	52,261
21	21			46,040	47,906	48,839	50,084	51,017	52,572	53,506
22	22				50,395	50,706	51,328	52,261	53,817	54,750
23	23					51,017	52,572	53,506	55,061	55,994
24	24							54,750	56,305	57,239
25	25								57,550	58,483

Salary Schedule 2010-2011 With TRS

[Board pays 9.4% (10.3753%) for TRS (See Article XV).]

		BS	BS+8	BS+16	BS+24	MS	MS+8	MS+16	MS+24	MS+32
Step	Years	A	B	C	D	E	F	G	H	I
0	0	34336	35022	35366	37426	38112	39314	39658	40001	40516
1	1	34851	35709	35915	37769	38524	39658	40035	40413	40859
2	2	35366	36396	36430	38112	38971	40001	40413	40825	41203
3	3	36052	36739	36979	38456	39658	40344	40791	40894	41889
4	4	36842	37426	37529	38799	40413	40688	41168	41649	42576
5	5	37082	37769	38112	39142	40585	41031	41512	41924	43263
6	6	37220	37941	38662	39486	40756	41374	42061	42679	43949
7	7	37391	38112	39245	39829	40859	41718	42576	43434	44636
8	8	37529	38456	39864	40173	41203	41889	43091	44224	45323
9	9	37872	38799	40447	40516	41546	42061	43812	45014	46181
10	10	38387	39108	40688	40859	41889	42301	44567	45804	47040
11	11	39142	40001	41546	41889	42233	42919	45323	46628	47898
12	12	39829	40859	42233	42576	43263	43949	46113	47486	48756
13	13	40516	41889	43263	43263	44293	44980	46937	48379	49615
14	14	41546	42919	43949	44980	45323	46010	47761	49306	50473
15	15	42233	43949	44980	46010	46696	47040	48688	49786	51332
16	16	42919	44980	46010	47040	47726	49100	49615	51160	52190
17	17	43606	46010	47040	48070	49100	50130	51160	52533	53220
18	18	44293	47040	48070	49100	50473	51503	52533	53907	54593
19	19	44980	48070	49100	50130	51847	52533	53563	55280	56310
20	20	45666	49100	49786	51503	52533	53907	54937	56654	57684
21	21	0	0	50817	52877	53907	55280	56310	58027	59057
22	22	0	0	52877	55624	55967	56654	57684	59400	60430
23	23	0	0	0	0	56310	58027	59057	60774	61804
24	24	0	0	0	0	0	0	60430	62147	63177
25	25	0	0	0	0	0	0	61804	63521	64551

- 18.1 Industrial Technology / Agriculture position shall be a ten and one-half (10½) month position. A teacher in this position shall be paid the appropriate amount from the salary schedule multiplied by a factor comprised of this ten and one-half month period divided by the regular nine-month period (10.5/9ths).
- 18.2 Agriculture position shall be a ten and one-half (10 1/2) month position. A teacher in this position shall be paid the appropriate amount from the salary schedule multiplied by a factor comprised of this ten and one-half month period divided by the regular nine-month period (10.5/9ths).
- 18.3 Any teacher participating in committee work after 4:00 p.m. shall be paid at a rate of \$12.50 per hour.

ARTICLE XIX

Procedures for Professional Negotiations

- 19.1 The Board and the Association agree to follow the procedures for professional negotiations as pursuant to the Illinois Educational Labor Relations Act.

ARTICLE XX

Work Year

- 20.1 The teacher work year will consist of 180 teacher attendance days.

ARTICLE XXI

Duration of Agreement

- 21.1 This Agreement shall be effective as of August 16, 2008, and shall continue in effect until the 15th day of August, 2011. This Agreement shall expire at such expiration date unless it is extended for a specified period or periods by mutual written agreement of the parties or is replaced by a successor agreement.

ARTICLE XXII

Separability Clause

- 22.1 If any provision of this Agreement or any application of this Agreement is held contrary to law, then such provision or application shall be deemed invalid, except as permitted by law; but all other provisions of the Agreement shall continue full force and effect.

ARTICLE XXIII

No Strike

- 23.1 The teachers, individually or as a group, shall not participate in a strike or work slowdown or work stoppage during the term of this Agreement.

ARTICLE XXIV

Personnel File

- 24.1 Each teacher shall have the right, upon request, to review the contents of his/her personnel file in the presence of the Superintendent or his designee. At the teacher's request, a representative of the Association may accompany the teacher in this review. The teacher has the opportunity to place a written response to any material related to discipline or employment.

ARTICLE XXV

Evaluation

- 25.1 A committee consisting of appointees from the Association and representation of the District should meet to cooperatively develop an evaluation instrument and procedures which are in compliance with the law.

ARTICLE XXVI

Fair Share

- 26.1 Each bargaining unit member, as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Association or pay a fair share fee to the Association established by the Association consistent with the rules and regulations of the IELRB. Exempted from this fair share provision are bargaining unit members who were both employed by the District for the 1993-94 school year and were also non-members of the Association on August 15, 1994.
- 26.2 In the event that the bargaining unit member does not pay his/her fair share fee directly to the Association by a certain date as established by the Association, the Board upon the request of the Association shall deduct the fair share fee from the wages of the non-member. The Association shall provide the name of the non-member and the amount to be deducted.
- 26.3 Such deduction shall be made with the same frequency and equal amounts as with Association members.

26.4 In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

- a. The Board gives immediate notice of such action in writing to the Association and permits the Association intervention as a party if it so desires, and
- b. The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.

26.5 The Association agrees that in any action so defended, it will indemnify and hold harmless the Board from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Board's compliance with this Article.

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.

26.6 The obligation to pay a fair share fee will not apply to any Employee who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such Employee is a member or a belief sincerely held with the strength of traditional religious views, 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 on behalf of the Employee to a mutually agreeable nonreligious charitable organization as per Association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.

This Agreement is signed this _____ day of _____, 2008.

IN WITNESS WHEREOF:

**DELANAN EDUCATION ASSOCIATION
IEA-NEA**

**BOARD OF EDUCATION
DELANAN COMMUNITY UNIT SCHOOL
DISTRICT NO. 703**

President

President

Bargaining Team Chair

Secretary

**MEMORANDUM OF UNDERSTANDING:
RETIREMENT INCENTIVE PROVIDED IN ARTICLE X**

The Board of Education of Delavan Community Unit School District and the Delavan Education Association enter into this Memorandum of Understanding as follows:

1. The Board and the Association hereby agree that during the term of this Agreement only, one teacher per each year of this Agreement may retire without application of the restriction set forth in Section 10.1(c) of this Agreement as to the retirement incentive available under Article X of the Agreement. The restrictions set forth in Section 10.1(c) shall apply to any other post-retirement payments otherwise available under this Memorandum. In other words, during each school year of this Agreement, no more than one teacher may retire and receive a retirement incentive under Article 10 and also invoke the ERO provision under TRS whereby the District would incur an ERO payment or penalty. The parties agree that the intent of this Memorandum is that this provision will ~~un~~un~~set~~ upon the expiration of this Agreement; however, the parties further agree that the ~~un~~un~~setting~~ of this provision will not otherwise limit or impinge future bargaining positions or agreements between the parties.

2. The Board and the Association hereby further agree that during the term of this Agreement only, teachers not electing to retire under ERO and who are retiring with 20 or more years of service to the District shall also be eligible for a post-retirement payment as provided herein. In order to be eligible for a post-retirement payment under this paragraph 2, the teacher must submit a letter of retirement on or before May 1, 2010. For teachers retiring under the One-Year Plan in Section 10.2 with a retirement on or before June 30, 2011, a teacher will receive a post-retirement payment on the September 1st following the teacher's retirement date equaling \$150 times the teacher's number of years of service for the District.

Examples:

A teacher submits an irrevocable letter of retirement under the One-Year Plan within 30 days after the execution of the Agreement for a retirement date at the end of the 2008-2009 school year. On September 1, 2009, the teacher shall receive a lump-sum post-retirement payment equal to \$150 times the teacher's number of years of service for the District.

A teacher submits an irrevocable letter of retirement under the One-Year Plan on or before May 1, 2009, for a retirement date at the end of the 2009-2010 school year. On September 1, 2010, the teacher shall receive a lump-sum post-retirement payment equal to \$150 times the teacher's number of years of service for the District.

A teacher submits an irrevocable letter of retirement under the One-Year Plan on or before May 1, 2010, for a retirement date at the end of the 2010-2011 school year. On September 1, 2011, the teacher shall receive a lump-sum post-retirement payment equal to \$150 times the teacher's number of years of service for the

District.

For teachers retiring under the Two-Year Plan in Section 10.2 with a retirement on or before June 30, 2011, a teacher will receive a post-retirement payment on the September 1st following the teacher's retirement date equaling \$100 times the teacher's number of years of service for the District.

Examples:

A teacher submits an irrevocable letter of retirement under the Two-Year Plan within 30 days after the execution of the Agreement for a retirement date at the end of the 2009-2010 school year. On September 1, 2010, the teacher shall receive a lump-sum post-retirement payment equal to \$100 times the teacher's number of years of service for the District.

A teacher submits an irrevocable letter of retirement under the Two-Year Plan on or before May 1, 2009, for a retirement date at the end of the 2010-2011 school year. On September 1, 2011, the teacher shall receive a lump-sum post-retirement payment equal to \$100 times the teacher's number of years of service for the District.

For teachers retiring under the Three-Year Plan in Section 10.2 with a retirement on or before June 30, 2011, a teacher will receive a post-retirement payment on the September 1st following the teacher's retirement date equaling \$50 times the teacher's number of years of service for the District.

Example:

A teacher submits an irrevocable letter of retirement under the Three-Year Plan within 30 days after the execution of the Agreement for a retirement date at the end of the 2010-2011 school year. On September 1, 2011, the teacher shall receive a lump-sum post-retirement payment equal to \$50 times the teacher's number of years of service for the District.

No more than four (4) teachers retiring in any given retirement year may receive a post-retirement payment under this paragraph 2 of this Memorandum. No post-retirement payments will be made under this paragraph 2 after the term of this Agreement expires (except for payments payable on September 1, 2011, as noted above in the examples). Further, if a teacher retires while invoking paragraph 1 of this Memorandum, the teacher will not be eligible for any payment under this paragraph 2 of this Memorandum. These post-retirement payments shall not be considered creditable earnings under TRS. The parties agree that the intent of this Memorandum is that this provision will ~~be sunset~~ upon the expiration of this Agreement; however, the parties further agree that the ~~be sunset~~ of this provision will not otherwise limit or impinge future bargaining positions or agreements between the parties.

3. The Board and the Association hereby further agree that the provisions of this Memorandum of Understanding shall not extend beyond the term of this Agreement, and any issue related to the extension of the provisions of this Memorandum of Understanding

past the term of this Agreement shall not be subject to grievance arbitration.

This Memorandum of Understanding is signed this _____ day of _____, 2008.

**DELAVAN COMMUNITY UNIT
SCHOOL DISTRICT NO. 703**

**DELAVAN EDUCATION
ASSOCIATION, IEA/NEA**

By _____

By _____

ATTEST:

ATTEST:

**MEMORANDUM OF UNDERSTANDING:
SOCIAL WORKER K-12 / GUIDANCE COUNSELOR K-6**

The Board of Education of Delavan Community Unit School District and the Delavan Education Association enter into this Memorandum of Understanding as follows:

The District and the Association hereby agree to cooperate in the filing of a Unit Clarification Petition to exclude the newly created %Social Worker K-12 / Guidance Counselor K-6+ position from the Association's bargaining unit. The District seeks this clarification so that the contract for this new position will parallel the contract for the High School Guidance Counselor (including a 200 day school year) because both positions are similar in nature and include similar administrative duties. The High School Guidance Counselor position is currently excluded from the bargaining unit. The District will initiate the Unit Clarification Petition with the IELRB in a timely manner. The Association will not take any action in opposition to this Unit Clarification Petition and will participate in a joint cooperative proceedings or filings in the petition process.

This Memorandum of Understanding is signed this _____ day of _____, 2008.

**DELAVAN COMMUNITY UNIT
SCHOOL DISTRICT NO. 703**

**DELAVAN EDUCATION
ASSOCIATION, IEA/NEA**

By _____

By _____

ATTEST:

ATTEST:
