

A CONTRACTUAL AGREEMENT

BETWEEN

THE BOARD OF EDUCATION OF
DEPUE COMMUNITY UNIT SCHOOL
DISTRICT NO. 103
BUREAU COUNTY, ILLINOIS

AND

THE DEPUE FEDERATION OF TEACHERS COUNCIL
AMERICAN FEDERATION OF TEACHERS, LOCAL 604
AFL-CIO

2019-2022

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ARTICLE I
RECOGNITION

1.1 Recognition

The Board of Education of Community Unit School District No. 103, Bureau County, Illinois, hereinafter referred to as the “Board” recognizes the DePue Federation of Teachers Council, American Federation of Teachers, Local 604 hereinafter referred to as the “Union” (an affiliate of the American Federation of Teachers, AFL-CIO), as the sole and exclusive bargaining agent for all regularly employed professional certified employees except the Superintendent and Principal, supervisors, managerial employees, short-term employees, substitutes, teacher aides, and students for purposes of negotiating wages, hours and terms and conditions of employment, provided that nothing herein shall require the Board to bargain over matters of inherent managerial policy as defined by the Illinois Educational Labor Relations Act or by agreement of the parties. The parties acknowledge that any issue concerning the scope of bargaining should be resolved by Illinois Educational Labor Relations Board. Accordingly, any dispute that arises as to the scope of bargaining shall not be resolved under the grievance procedure of Article 7 of the Agreement, but rather should be submitted to the Illinois Educational Labor Relations Board for resolution.

1.2 Teachers

Employees within the bargaining unit defined in Section 1.1 shall be hereinafter referred to as “teachers”.

ARTICLE 2
UNION RIGHTS AND RESPONSIBILITIES

2.1 Use of Facilities and Equipment by Union

The Union shall not be denied reasonable use of:

- a. Board computers and duplicating equipment of union announcements, provided: (1) approval of use is granted in advance by the administrator responsible for such equipment; (2) such use shall in no manner interfere with instructional or other needs of the Board; (3) the Union promptly reimburses the Board for any damage to its equipment occasioned by such use and for the cost of all consumables and/or machine unit or like charges.

- b. Meeting space in school facilities for Union meetings, provided: (1) a Union written request is made to the Superintendent or designee in reasonable advance of the meeting and such is appropriate by the Superintendent or designee; (2) such meeting space is available; (3) such meeting neither interferes with the School District's educational programs nor conflict with school events or teachers' assignments; (4) the Union promptly reimburses the Board for any damage and reasonable maintenance costs; (5) at least eighty percent (80%) of those attending said meeting of ten (10) or more persons shall be members of the bargaining unit; and (6) the use of school facilities may be used only when the building is open and adequate maintenance staff are present.

2.2 Board Minutes

The Board shall, after written request from the Union President, furnish the Union President with the official minutes of a Board meeting, the agenda of an upcoming Board meeting, the approved final budget of the School District, a scattergram, and present insurance costs.

2.3 Use of Equipment by Teachers

Each teacher shall be provided reasonable access to the district copying equipment for duplicating class work and materials.

2.4 Personnel File

Copies of evaluative material placed in a teacher's personnel file shall be provided at the time of request. The parties acknowledge that teachers have the right to inspect, challenge, and insert corrections to personnel records contained in the Illinois Review of Personnel Act which are enforceable as provided in the statutes upon completion of a Freedom of Information Act request form.

2.5 Work Day and Work Year

The workday for teachers shall be seven (7) hours and thirty (30) minutes, except on those occasions of early dismissal. The work year for the teachers shall not exceed one hundred eighty (180) days.

2.6 Duty-Free Lunch

A duty-free lunch period equal to that of the students, but in no case less than thirty (30) minutes, shall be provided to each teacher.

2.7 Early Dismissal

On the day preceding Thanksgiving, Christmas, Easter Vacation, Spring Break, or on the day of other expected after-school attendance including, but not limited to: Parent Teacher conferences, family reading night, music concerts, etc., after the statutory five (5) hours of instruction time requirement and such other requirements for the payment of state aid are met, teachers shall be allowed to leave as soon as the last school bus departs. During inclement weather, when students are dismissed early, teachers will be allowed to leave after the last school bus departs.

2.8 Union Authorization/Dues Payroll Deduction

The District shall honor employees' individually authorized deduction forms and shall make such deductions in the amounts certified by the Union for union dues, assessments, or fees. Authorized deductions shall be irrevocable except in accordance with terms under which an employee voluntarily authorized said deductions. Dues revocations are processed by the Union. In the event that an employee revokes his or her dues in accordance with their terms in which he or she authorized the dues deductions, the Union will notify the employer after the close of the revocation window. The District agrees to remit these dues and/or fees to the Union once each month that the dues/fees are deducted. A list of teachers for whom deductions have been made and the amount of each deduction shall accompany the first remission. Any changes in personnel from the list previously furnished shall be submitted to the Union within five (5) work days. The Union shall indemnify and hold harmless the Board, its members, officers, agents, and employees from and against any and all claims, demands, actions, complaints, suits, judgments, administrative decisions or other forms of liability (monetary or otherwise), including, but not limited to, attorney fees, court costs and interests that shall arise out of or by reason of or relating to any action taken or not taken by the Board for the purposes of complying with any of the provisions of this Article, or in reliance on any list, notice, certification, affidavit, assignment or other information furnished under any of such provisions. Such indemnifications/hold harmless payments of attorney fees and court costs shall be made by the Union to the Board within thirty (30) days of any written demand from the Board to the Union for such payments. If an improper deduction is made and remitted by the Board to the Union, then the Union shall further promptly refund any such improperly deducted amount directly to the employee involved and promptly inform the Board of any such reimbursement. The Board will notify the Union of any written claim, demand, or suit arising from this section.

2.9 Locker Room Supervision

Except in cases of emergency, a teacher shall only be responsible for the supervision of the locker room with students of the same gender as the teacher.

2.10 Right of Representation

When a teacher is required to attend a meeting with the Board or any administrator that is or could be disciplinary in nature, the teacher shall be entitled to have a representative of the Union present.

2.11 Plan Time

Teachers will receive a minimum of 225 minutes of planning time in an average length week.

2.12 Union Calendar Recommendations

The proposed school calendar shall be presented to the Union President for study and recommendations at least three (3) weeks prior to Board action.

The proposed tentative calendar shall be presented to the DLT for study and recommendations at least three (3) weeks prior to Board action. The proposed tentative school calendar will be distributed to teachers after Board approval.

2.13 Teaching Assignment/Number of Preparations

The District shall make every attempt to limit a teacher's assignments to five (5) or less preparations (different classes to prepare for). Teacher's assigned to more than 5 preparations shall be paid a stipend of five percent (5%) of the teacher's salary on the salary schedule, plus TRS. The stipend shall be paid the last regular pay in May. Teacher's assigned to more than 5 preparations for only one semester shall receive 2.5% of their salary on the salary schedule, plus TRS. Rtl time is not to be considered in the calculation of the number of preps.

2.14 Work Related Responsibilities

Teachers shall not be accompanied by minor children during work related responsibilities (i.e. concerts, conferences, etc.)

ARTICLE 3

LEAVES

3.1 Leaves

Each full-time teacher shall be entitled to fourteen (14) sick leave days per school term the first ten (10) years of teaching in the DePue School District, seventeen (17) sick leave days per school term thereafter in the DePue School District without loss of pay. Each full-time teacher shall be entitled to three hundred fifty (350) days accumulation of unused sick leave days. Sick leave shall be interpreted to mean personal illness or serious illness or death in the immediate family or household. Serious illness as used herein shall mean a life threatening circumstance or a medical emergency, or whenever the employee's presence is required to attend to the illness of his/her minor child. The immediate family for purposes of this Article shall include all persons designated as such by The School Code. Sick leave shall not be utilized for purposes of cosmetic surgery (except as such shall be reasonably incident to some other illness or disability) and/or for any matter which may be reasonably postponed to a recess or vacation period.

3.2 Personal Business Leave/Personal Leave

The first five (5) and the last five (5) days of the school year and the days immediately preceding or following a legal holiday, vacation, or school recess shall not be available for Personal Leave. No more than three (3) teachers may be gone on a given day for personal leave from the district. Such leaves will be granted in the order of written notification. An allowance for more than three (3) may be granted at the Superintendent's discretion. Unused days in this section shall accumulate as sick leave subject to the maximum sick leave accumulation established in Section 3.1 of this Article.

a. Each full-time teacher shall be entitled to three (3) days of personal leave without loss of pay. A written notification of such leave shall be made to the superintendent at least forty-eight (48) hours prior to the onset of such leave. In an emergency situation, the notification can be waived at the discretion of the Superintendent. No reason need be given.

3.3 Workshop Leave

Each teacher shall be entitled to attend, without loss of pay, up to two (2) work days for conferences or workshops designed to enhance the teacher's general teaching competency or technique per year provided the teacher makes a request ten (10) days prior to such conference or workshop and the request is approved by the superintendent or designee in his/her sole discretion. The workshops or conferences shall not exceed two (2) days - two (2) nights in duration.

The Board will reimburse the teacher for the total amount for conference or workshop expenses upon presentation of receipts. The Board shall also pay the current IRS rate per mile for automobile travel expenses up to a maximum of three hundred (300) miles per round trip if a district vehicle is not available. The Board may grant an additional workshop day after written application if the teacher for a purpose which the Board, in its discretion, deems appropriate and beneficial to the School District upon such terms and conditions as the Board may enact. The granting, denying, or conditioning of such leave of absence shall not be precedential with respect to any other request for such workshop by such teacher or any other teacher. Teachers who do not attend scheduled workshops without an excused absence (defined by the contract) may be responsible for reimbursing the district for any expenses.

3.4 Jury Duty Leave

The Board shall pay the regular salary to teachers called to serve as jurors reduced by the amount of compensation received by the teachers for such service when such service cannot be reasonably postponed to recess or vacation period.

3.5 Maternity/Child-Rearing Leave

A teacher who has entered upon contractual continued service shall be eligible for maternity/child-rearing leave (As herein, "teacher" means a tenured teacher, except in Section 6, which is applicable only to non-tenured teachers, and in Section 8, which is applicable to all teachers). Nothing in this section shall diminish the rights and benefits afforded under the Family and Medical Leave Act (FMLA).

- a. The teacher shall advise the Superintendent or designee of her pregnancy no later than the fourth month of pregnancy or upon ascertainment of such condition, whichever shall be the later. At such time, she shall provide a written statement from her obstetrician or physician indicating the expected date of delivery.
- b. After consultation with the teacher, the Superintendent or designee shall prepare a plan for the commencement and termination of such leave, taking into consideration maintenance of continuity of instruction and medical factors to the maximum possible degree, and the pertinent factors related thereto. The leave shall not exceed the balance of the school term in which it commences and one (1) additional school term. Every effort shall be made to have such leave terminate immediately prior to the start of a new school term. Such leave shall commence upon the date agreed by the Superintendent or designee and the teacher. If the teacher so requests, the leave may commence on the date of the period of disability due to childbearing ends. Such leaves which shall commence during the summer recess shall

begin no later than July first. The employee shall be required to take any Family and Medical Leave Act leave running concurrent with his or her contractual leave under this Article 3.5. An unpaid leave under this Agreement shall not be treated as a paid leave if the employee converts sick, personal or vacation time under the Family & Medical Leave Act. The Superintendent or designee may waive any of the provisions of this Section in his/her sole discretion, and any waiver shall not be precedential in any respect.

- c. Sick leave shall not be applicable during the period of the maternity/child rearing leave. Any accumulated sick leave available at the commencement of the leave shall be available to the teacher upon return to employment in the district unless used by the teacher during the period of disability associated with pregnancy and child birth or used by the teacher under the provisions of the Family and Medical Leave Act.
- d. Any teacher desiring adoption leave as a result of becoming an adoptive parent shall notify the Superintendent or designee, in writing, upon the initiation of such adoption proceedings. Leave shall be granted upon satisfactory written notification to the Superintendent or designee of the date the child is expected to be received. It shall be the responsibility of the applying teacher to keep the Superintendent or designee informed on the status of the proceedings, and, as soon as known, the expected date of the delivery to the child. This Section shall not be applicable if the adoptive child is attending school at the time the child is received (except kindergarten).
- e. A maternity/child-rearing leave may be granted to a non-tenured teacher under unusual circumstances by action of the Board, subject to all the conditions applicable to a tenured teacher, and provided the term of such leave shall not be considered in computing full-time employment under Section 24-11 of the Illinois School Code for purpose of the continuous employment necessary to attain contractual continued service status. Upon the return from such leave, the teacher shall be considered to have commenced her first probationary year. The granting of maternity leave to any non-tenured teacher shall not constitute a precedent for the granting or withholding of leave to any other non-tenured teacher. Each request shall be judged on its own merits and shall be within the sole discretion of the Board. Additional conditions or restrictions may be established for any such leave, provided nothing herein shall be construed as requiring any non-tenured teacher to apply for such leave or to accept the conditions established therefore.
- f. Anything in this policy to the contrary notwithstanding, a teacher who has been granted a maternity/child-rearing leave of absence shall not become eligible for a subsequent maternity/child-rearing leave unless and until such teacher has returned to full-time service for at least one (1) complete school term, provided under exceptional circumstances the

Board may grant such a leave in its sole and absolute discretion. The granting or withholding of such leave shall be without precedential effect.

- g. Nothing in this policy shall be construed as requiring any teacher to apply for a maternity/child-rearing leave. A teacher not eligible for or not desiring maternity leave may utilize accumulated sick leave during any period of disability related to her pregnancy and/or to the delivery of a child. If such teacher shall have exhausted accumulated sick leave, she shall be granted a leave of absence without pay or other benefits during the period of disability. Such teacher shall return to employment immediately following the termination of actual disability.
- h. A male teacher who has entered upon contractual continued service shall be entitled to a child-rearing leave of absence. Such leave shall be unpaid and shall be subject to all of the applicable notice and other requirements as set forth in this policy including FMLA. Eligibility for such leave shall arise upon the anticipated birth of a child which the teacher has fathered or upon his planned adoption of a child.
- i. In the event of a stillbirth or death of child within sixty (60) days of the date of birth, the Board may, in its discretion, permit the termination of the child-rearing leave upon the request of any teacher. The termination or non-termination of the leave shall be non-precedential with respect to any other request by such teacher or any other teacher.

3.6 Union Leave

The Union shall be entitled to three (3) school days of Union leave per term for the purpose of sending representatives to IFT/AFT sponsored conferences, conventions, or workshops. Teachers authorized by the Union to take such leave shall be released from duties without loss of pay or benefits, subject to the following:

- a. The Union shall give the Superintendent or designee written notice of the name of the teachers authorized to take such leave, the date of such meeting, and the meeting involved at least ten (10) teacher employment days in advance of the days such teacher(s) shall be absent; and
- b. The Union shall reimburse the Board in an amount equal to the existing substitute rate for each leave day on which a substitute is actually employed; and
- b. No more than one (1) teacher may be absent on Union leave at the same time.

ARTICLE 4

ASSIGNMENTS AND TRANSFERS

4.1 Assignment

All teachers shall be given written notice of their anticipated assignments if different from their existing assignments as contemplated for the forthcoming school year prior to July 1. If changes in a teacher's assignments are made after such notice, the teacher shall be notified of such change and shall be afforded an opportunity to discuss the reason for such change with the Superintendent.

4.2 Vacancies

The Board shall post notice of any vacancy which occurs in the bargaining unit and any promotional vacancies in the teacher's lounge for two (2) weeks prior to filling such vacancy. In addition to the posting in the teachers' lounge, the Board shall send an e-mail message to all bargaining unit employees during periods of time when school is not in session informing them of vacancies. As used herein, vacancy shall mean a full-time or regular part-time position, the filling of which requires the employment of an additional employee not currently employed within the bargaining unit or having recall rights under the terms of this Contract or the law rather than merely the redeployment of staff within the bargaining unit.

ARTICLE 5

DISTRICT LEADERSHIP TEAM (DLT)

5.1 Composition

The Board and Union agree to establish a District Leadership Team. The DLT shall be composed of one (1) teacher representing each elementary, junior high and high school appointed by the Union.

5.2 Responsibilities

The function of the DLT shall be to discuss items which concern the educational program in the district, including but not limited to, such areas as teacher load, teacher planning time, school calendar, curriculum changes, adoption of new programs and internal substitution with the Superintendent.

5.3 Procedure

Within sixty (60) days of the start of school, the President of the Union and the Superintendent

shall determine an agenda containing the proposed items for discussion and thereafter set a meeting date(s) for the District Leadership Team (DLT) to discuss such items with the Superintendent. If, after such meeting, the DLT reaches any recommendation, such recommendation shall be put into writing and submitted to the Superintendent for his/her review. The Superintendent shall then forward such recommendation with his/her comments to the Board for final action on the recommendation within fourteen (14) days after receipt. The Board, or its designee, shall inform the DLT what action has been taken on the recommendation within seven (7) days following the second regularly scheduled Board meeting after receipt of the recommendation. In no event shall the DLT make any recommendations or discuss any matter covered by this Agreement or any matter on which a grievance is pending.

ARTICLE 6

EVALUATION PROCEDURES

- 6.1 The District shall conduct Teacher evaluations in accordance with IL School Code (*105 ILCS 5/24A*) and Title 23 of the IL Administrative Code Part 50 - Evaluation of Certified Employees.
- 6.2 The DePue Unit School District #103 - Teacher Evaluation Guidebook shall be considered part of the Collective Bargaining Agreement. The contents of the Guidebook can only be changed through collective bargaining or Joint Evaluation Committee Agreements.

ARTICLE 7

GRIEVANCE PROCEDURE

7.1 Definitions

- a. Any written claim by the Union or a teacher that there has been a violation, misrepresentation or misapplication of the specific terms of this Agreement shall be a “grievance”.
- b. As is used in this Article, the term “days” shall mean days on which students are in attendance except that during summer vacation, “days” shall mean days on which the school business office is open.

7.2 Informal Procedure

The parties hereto acknowledge that it is usually most desirable for a teacher and the teacher’s immediately involved supervisor to resolve the problems through free and informal

communications. If, however, the informal process fails to satisfy the teacher or the Union, a grievance may be processed as follows:

7.3 Formal Procedures

- a. **Step One:** The teacher or the Union shall present the grievance in writing to the immediately involved supervisor. Such grievance shall be submitted within ten (10) days following the occurrence complained of as the basis for the grievance or within (10) days of when such occurrence should reasonably have become known to the teacher. The supervisor will arrange for a meeting to take place within ten (10) days after receipt of the grievance to discuss the claim. Within ten (10) days of the meeting, the teacher and the Union shall be provided with the supervisor's written response.
- b. **Step Two:** If the grievance is not resolved at Step One, then the Union may refer the grievance in writing to the Superintendent or designee within five days after receipt of the Step One answer. The Superintendent or designee shall arrange for a meeting to take place within ten (10) days of receipt of the appeal. Within ten (10) days of the meeting, the teacher and/or the Union shall be provided with the written response of the Superintendent or designee. If the Superintendent is the immediately involved supervisor, then the Union may refer the grievance in writing to the Board of Education within five (5) days after receipt of the Step One answer along with any written arguments, evidence or documents or receive a hearing with the Board. The Board shall provide the Union and/or teacher its written response within twenty (20) days of receipt of the appeal.
- c. **Step Three:** If the union is not satisfied with the disposition of the grievance at Step Two, the Union may submit the grievance to binding arbitration. The American Arbitration Association (AAA) shall act as the administrator of the proceedings. If a written demand for arbitration is not filed within twenty (20) days of the date of the Step Two response, then the grievance shall be deemed withdrawn.

The arbitrator shall consider and decide only the specific issues submitted to him/her in writing and shall base the decision solely upon his/her interpretation of the meaning or application of the specific terms of this agreement as applied to the facts of the grievance presented. The arbitrator shall have no power to alter, amend, modify or add to the terms of this Agreement.

7.4 General Provisions

- a. Each party shall bear the full cost of its representation. The cost of the arbitrator and the AAA shall be divided equally between the parties. If either party requests a transcript of the proceeding, that party shall bear the full costs for that transcript. If both parties order a

transcript, the cost of the transcript shall be divided equally between the Board and the Union.

- b. The grievant is allowed representation of his choosing at any step of the process. When a teacher is not represented by the Union, the Union may be represented as an observer at all formal steps of the grievance procedure.
- c. If a teacher is required by the Board to be involved in a meeting involving the grievance during school hours, he/she shall be excused for such purposes without loss of pay.
- d. A grievance may be withdrawn at any level without establishing precedent, and if withdrawn, shall be treated as though never having been filed.
- e. The failure of the teacher or Union to act within the time limits set forth shall preclude further appeal of the grievance. Upon failure of the Board to meet the time limits prescribed in this Article, the grievance shall be advanced to the next highest level. Time limits specified may be extended by mutual written agreement.
- f. If the Union and Superintendent agree, Step One of the grievance procedure may be bypassed and the grievance brought directly to Step Two.
- g. No reprisals will be taken for the processing or participation in any grievance.

ARTICLE 8

NEGOTIATIONS PROCEDURES

8.1 Commencement of Negotiations

Negotiations on a successor contract shall begin not earlier than March 1 and not later than June 1 in the year in which this Contract terminates.

8.2 Mediation

When an impasse is declared or the IELRB invokes mediation, a mediator shall be selected by the parties from the staff on the Federal Mediation and Conciliation Service (FMCS), provided that if FMCS is unable for any reason to provide a mediator within a reasonable time after being so requested, the parties shall seek a mediator from a list supplied by the AAA. The cost of mediation, if any, shall be shared equally by the Board and the Union.

8.3 Preparation of the Agreement

Within forty-five (45) days after ratification of the Agreement by the Union, the Board shall have copies of the Agreement distributed to the Union for review and execution.

ARTICLE 9

SALARY AND FRINGE BENEFITS

9.1 Compensation

- A. Teachers will receive step movement set forth in Appendix A for the duration of this contract.
- B. Compensation to be paid off of Appendix B will be paid at the end of each semester, providing all documentation and inventories have been completed. It is the responsibility of the coach/sponsor to make a reasonable effort to obtain equipment and uniforms from the students at the completion of the activity. Missing inventory from the students must be reported to the district by the Coach/Sponsor. Any final determination of coach's effort will be determined by protocols developed by the administration and/or athletic director.

9.2 Retirement Contribution

In addition to the annual compensation stated in Appendix A of this Agreement, the Board shall contribute a sum equal to 9% of the teacher's compensation as stated in Appendix A to the State of Illinois Teachers Retirement System (TRS) in partial satisfaction of the teacher's required contributions to TRS. The Board shall also deduct from the teacher's annual compensation any remaining required TRS contributions. Such additional contribution shall be considered as Board contributions, even though it is deducted from the teacher's stated compensation. The Board shall not withhold federal and state income taxes on the amounts so contributed. No teacher shall have the option of choosing to receive the amounts contributed by the Board directly and the assumption and payment of the teacher's required contribution is a condition of employment made in order to secure the employee's future services, knowledge and experience. The Board shall also pay 9% of the teacher's retirement on all compensation stated in Appendix B. In the event the amount of the required individual teacher contribution to TRS decreases because of a change in the applicable law or regulations, the Board shall pay the difference of the 9% contribution and the lower amount required to the teacher in the form of a salary. In the event the amount of the required individual teacher contribution to TRS increases because of a change in the law or regulation, such additional amount shall be deducted from each individual teacher's salary.

9.3 Horizontal Advancement

Horizontal movement in any given school year shall be granted. Horizontal advancement on the Compensation Schedule shall be conditioned on prior written approval of the Superintendent. Such approval shall be granted for graduate courses in the teacher's instructional area or pursuant to a Master's Degree program as previously approved by the Superintendent. Such approval may also be granted if in the opinion of the Superintendent the coursework would enhance the teacher's general teaching competency or technique. Courses shall be taken in fully accredited institutions of higher learning. Transcripts shall be submitted prior to the new fiscal year payment cycle to be considered for horizontal advancement on the compensation schedule at the beginning of the school year. Only approved course work completed after acquisition of a Master's degree shall be utilized for advancement beyond the MS lane.

9.4 Vertical Movement

Vertical movement on the compensation schedule shall be limited to no more than one step per year. Teachers employed more than one hundred twenty (120) school days, exclusive of any school days on unpaid leave, in the school district during the school term proceeding the school term in question shall be entitled to advance one (1) vertical step.

9.5 Health Insurance

The Board shall pay ninety-four percent (94%) for a single premium health insurance plan as well as vision and dental coverage. The Board has entered a contract with Blue Cross/Blue Shield. The deductible amount for the single premium health insurance plan shall be \$500. Employees shall receive all health insurance benefits throughout the contractual year, regardless of resignation, unless the resignation is effective before the end of the contractual year.

9.6 Life Insurance

The Board shall provide each full-time employee with a group life insurance policy in the amount of twenty thousand and no/100ths Dollars (\$20,000.00).

9.7 Travel Reimbursement

Teachers who are required to use their personal vehicles in the course of their employment or otherwise use their vehicles in authorized service to the school district shall be reimbursed at the current IRS rate per mile.

9.8 Prior Experience

Full time teachers shall receive credits on the compensation schedule for all prior teaching experience up to eight (8) years. The Board shall make all reasonable efforts to hire full-time employees. Part-time teachers newly retired from the District's employment shall be credited for

their previous years of teaching experience. Part-time teachers hired from outside the District will receive credit for previous years of teaching experience up to eight (8) years of teaching experience.

9.9 Tuition Reimbursement

A. Board Required Coursework

If the Board requires a teacher to obtain additional educational training, the Board shall reimburse such teacher the cost for tuition. If the Board of Education hires a teacher on a provisional certificate, the Board shall reimburse such a teacher up to \$835.00 annually for required college coursework upon submission of transcripts..

B. Other Coursework

The Board shall reimburse tuition costs up to \$835.00 annually for college coursework that has previously been approved by the Superintendent. Reimbursement shall be for coursework successfully completed and documented to the Board. Teachers interested in completing coursework must express interest to administration prior to August 31st to receive reimbursement when transcripts are submitted. If notification is not given to administration prior to August 31st, reimbursement will not be made until the following September.

9.10 Pay Days

The regular payday for all teachers shall be every other Friday beginning with the last Friday in August. In the event a regular payday falls on a holiday (other than a holiday during any vacation or recess period), teachers shall receive their checks on the last work day prior to such holiday. All payroll deductions shall be divided equally among these paychecks. Employees will be paid in 26 equal installments.

9.11 Benefits Notification

Prior to the commencement of each school year, each teacher shall receive notification of his/her salary and schedule placement (if known), the employee's degree, number of hours beyond the degree (if any) and the number of accumulated sick leave days.

9.12 Cafeteria Plan

The Board shall adopt a cafeteria plan under Section 125 of the Internal Revenue Code. The purpose of this plan is to allow employees a choice of receiving dependent insurance benefits in lieu of compensation. The Board makes no representation or guarantees concerning the tax consequences of such plan and reserves the right to amend or revoke the Plan in the event the Plan

violates the law.

9.13 Internal Substitution

Internal Substitution shall be paid twenty five dollars (\$25.00) per class period and twelve dollars and fifty cents (\$12.50) per half period. Internal Substitution pay shall be applicable when an assignment impinges on contractually protected planning time or when a classroom teacher takes on an additional teaching assignment. In this case, when a substitute teacher is not afforded by the District, the teacher in attendance will receive external substitution compensation for the length of the day or the duration of the absence.

9.13a. Long Term Substitute

Substitutes employed by the District for fifteen (15) or more consecutive workdays at the same assignment shall receive compensation equal to the current year's base teacher's salary. Only those substitutes who take over all facets of the job (lesson plans, grading, etc.) will be eligible for the payments.

9.14 Retirement

- a. Employees must submit an irrevocable letter of intent to retire from District 103 by August 1 of the year preceding when their retirement plan is to begin. Example: Retirement in 2018, five year plan, notice must be in by August 1, 2013. Retirement in 2018, three year plan, notice must be in by August 1, 2015.
- b. In order to qualify, employees must have at least 12 years of teaching service in District 103 to enter the Retirement incentive plan.
- c. Employees may select a plan length between five years and one year. If the employee selects a five year plan, his/her total creditable earnings during the fifth year before the retirement shall be increased by 7.5% over what it was the previous year. During the remaining four years of employment, the employee's total creditable earnings shall be 6% more than it was the previous year. Employees selecting a plan less than five years, his/her total creditable earnings in each of the years remaining until retirement shall be 6% greater than the previous year.
- d. Waiver

Teachers shall not be paid more than six percent above their salary, stipends and other emoluments for the preceding year during the final four years of their employment with the District. Salaries shall be set in accordance with this limitation.

9.15 Summer Work

Teachers shall be compensated at the rate of \$25/hr for approved work during the summer months when school is not in session. The Board's TRS contribution on this amount shall not be deducted from the hourly \$25 rate, which will otherwise be treated as income subject to ordinary withholding. No teacher shall be required to work beyond the contractual work year

9.16 Committee Work

Certified staff assigned to work on Committees during the school year shall be compensated at the rate of \$20/hr. Teachers must volunteer to serve before the Board can assign a teacher to Committee work.

9.17 Longevity compensation

Teachers on the last step of a salary column who do not receive a step increase in a school year will receive in each such school year a longevity payment of \$600 in addition to the amount shown on the last step on the salary schedule.

ARTICLE 10

EFFECT OF AGREEMENT AND DURATION

10.1 Complete Understanding

The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto. The terms and conditions may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written amendment.

10.2 Waiver of Additional Bargaining

- a. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or by specific agreement of the parties. Therefore, the Board and Union for the life of this Agreement each voluntarily and unqualifiedly waive any right which may otherwise exist to negotiate over matters within a general subject area which either is referred to in this Agreement or which was referred to in a proposal or counter proposal made by either party during the course of negotiations during the term of this Agreement or any prior agreement, and each agrees that the other

shall not be obligated to bargain collectively with respect to any specific matter within such general subject area whether or not specifically referred to or covered in this agreement.

b. Class size, preparation time, subcontracting shall be exceptions to paragraph 10.2 (a).

10.3 Board Authority

All functions, rights, and powers of authority of the Board which are not specifically limited by the express language of this Agreement are retained by the Board.

10.4 Savings Clause

Should any article, section or clause in this Agreement be declared illegal by court of competent jurisdiction, said article, section or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violates the law, but the remaining articles, sections or clauses shall remain in full force and effect for the duration of the Agreement, if not affected by the deleted article, section or clause.

10.5 No Strike

During the term of this Agreement and any extension thereof, no employee covered by this Agreement, or the Union, or any person acting on behalf of the Union, shall engage in, authorize, or instigate any strike or any other refusal to render full and complete services to the Board.

10.6 Duration

This Agreement shall be effective upon the date of its execution except for Section 9.1 through 9.9 of Article 9, which shall be effective upon the first day of the 2016-2019 school terms and shall continue until 11:59 p.m., August 15, 2019.

ARTICLE 11

REDUCTION IN FORCE

11.1 Seniority

As used in Section 24-12 of the Illinois School Code length of service shall be defined as follows:

a. Years of continuous service as a teacher or administrator in District 103. Periods of authorized leaves of absence of part-time service shall not interrupt continuous service, but all approved

unpaid leaves of absence of more than one (1) full semester shall not be counted in determining seniority. Less than full-time teaching shall be computed on a pro-rata basis.

- b. If total continuous service as a teacher or administrator within District 103 is equal then seniority will be determined in the following order.

1. Date of hire
2. Total years of teaching experience
3. Lottery

- c. Continuous service shall be broken if a teacher dies, resigns or retires. Continuous service shall be broken if a teacher is dismissed; provided that a tenured teacher is honorably dismissed due to a reduction-in-force, his/her continuous service shall be broken at the expiration of the recall period.

11.2 Layoff and Recall

The District shall conduct layoff and recall in accordance with IL School Code (*ILCS 5/24-12*).

- a. If a vacancy occurs within one calendar year from the beginning of the school term following the reduction in force, the Board shall tender the vacant position to the honorably dismissed tenured teacher with the greatest seniority who is legally qualified to hold the position. If a teacher is offered a part-time position and declines, he/she shall retain his/her right to a full-time position for that time period. If a part-time teacher has been a part of reduction in force is offered a part-time job, the district has satisfied it's recall obligations.
- b. Notice of recall shall be sent to the teacher(s) by certified mail (return receipt requested) to the last known address submitted to the Superintendent or his/her designee by the teacher(s). Failure of the teacher(s) to affirmatively respond to such notice within ten (10) calendar days after receipt or within fourteen (14) calendar days of its mailing, whichever is less, or rejection of a full-time vacant position shall terminate the responsibility of the Board under this Article.
- c. However, in the event a vacancy occurs within twenty-one (21) calendar days of the first working day preceding the first day of the school calendar, notice of recall shall be sent to the teacher(s) by certified mail(return receipt requested) to the last known address submitted to the Superintendent or his/her designee by the teacher(s). The notice shall include a telephone number of an appropriate administrator in order to facilitate an immediate response to such notice within five (5) calendar days after signing receipt or within seven (7) calendar days of mailing, whichever is less, or rejection of a full-time position shall terminate the responsibility of the Board under this Article.

11.3 Seniority List

By February 1 of each year, the Board shall prepare, post and furnish to each teacher a District seniority list, listing teachers in order of seniority and indicating:

- a. total length of continuous teaching in the school district, effective the end of the current school term;
- b. Types of certificates held by a teacher and on file with the Office of Superintendent as of November 1 of the current applicable school year and the subject areas that the teacher is legally qualified to teach;
- c. Date of hire.

Each teacher shall have five (5) days after receipt, to file written objections to his/her ranking which shall specify the alleged error in the ranking. A teacher's failure to make a timely objection shall be deemed acceptance of the ranking and the teacher cannot thereafter challenge his/her seniority for the school year. A teacher who becomes legally qualified to teach an additional subject area or areas subsequent to the posting of the notice shall notify the Superintendent in writing and such subject area or areas will be added to the seniority list upon receipt of evidence of acquisition of such additional legal qualifications.

ARTICLE 12

PART-TIME EMPLOYEES

12.1 Health Insurance

A part-time teacher shall be able to purchase individual or family health insurance at the group rate, at the teacher's sole expense, provided the teacher meets the District's or insurance carrier's (or in the event the District is self-insured, the District's) eligibility requirements. Such teacher shall make timely payments of all premiums to the District's business office or elsewhere pursuant to its direction.

12.2 Compensation

A part-time teacher shall be compensated based on the appropriate step and lane of the salary schedule for each period the teacher teaches multiplied by the percentage of the year the teacher works.

12.3 Sick Leave and Personal Leave

Part-time teachers shall receive sick leave and personal business leave on a pro-rata basis.

DePue Federation of Teachers Council
AFT Local 604
IFT/AFT/AFL-CIO

Board of Education
DePue Community School District
No. 103
Bureau County, Illinois

President

President

Secretary

Secretary

Date

Date

APPENDIX C

Teacher Evaluation Procedure:

In an effort to reduce paper waste and to streamline the evaluation process, the evaluation is now entirely being done on the computer. Follow the directions below in order to open the evaluation document:

1. Log into the network as yourself.
2. Open Microsoft Word.
3. Click File.
4. Click Open.
5. Click on the drop down arrow after the look in box.
6. Select Sys on Lab 2 (drive P or T).
7. Select the Pdata folder.
8. Select the Evaluation folder.
9. Select the file that includes your name.

Once you have the file open, type your responses into the sections specified on the first page of the document.

After you have entered all the information, click on (or file>save).

If you are unable to finish the document at one time, you can save the document and reopen it later.

