

DAKOTA COMMUNITY UNIT DISTRICT #201

DAKOTA, ILLINOIS

TEACHER CONTRACT

BETWEEN

DAKOTA EDUCATION ASSOCIATION

AND

BOARD OF EDUCATION

JULY 1, 2005 – JUNE 30, 2010

EXTENDED ON

JULY 1, 2010 – JUNE 30, 2014

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RECOGNITION

A. Parties to the Agreement

This agreement is made and entered by and between the Board of Education of Dakota Community Unit District No. 201, Dakota, Illinois, hereinafter referred to as the "Board" and the Dakota Education Association, affiliated with Illinois Education Association and the National Education Association, hereinafter referred to as the "Association".

B. Recognition

The Board recognizes the Association as the exclusive bargaining representative of all full time and part time teachers regularly required to be certified except for the superintendent, the principals, and the assistant principals, substitutes, temporary employees, teacher aides, confidential employees and any new position hereinafter created whose responsibility includes making meaningful recommendations regarding wages, hours, terms and conditions of employment as well as the impact thereon of District 201 hereinafter referred to as "teachers" with regard to this agreement.

C. Management Rights

The Board and/or its representative shall negotiate with the Association and/or its representative with regard to matters of employment as identified in the agreement. The Board shall not be required to bargain over matters of inherent managerial policy which shall include such areas of discretion or policy as the functions of the employer, standards of services, its overall budget, the organizational structure and selection of new teachers and direction of teachers.

CHAPTER I

NEGOTIATIONS PROCEDURES

1.1 EXCLUSIVE BARGAINING

All collective bargaining shall be conducted between the authorized representatives of the Association and the Board. The Board and/or its representatives shall negotiate with no other individual or group or with any other organization purporting to represent the teachers during the life of this agreement. All provisions of the agreement shall apply to all teachers unless specifically excluded.

1.2 IMPACT BARGAINING

Representatives of the Association and of the Board shall meet for the purpose of discussing and reaching mutually satisfactory agreement on wages, hours, terms and conditions of employment as well as the impact thereon upon request by employee representatives.

1.3 BARGAIN IN GOOD FAITH

It is the mutual responsibility of representatives of both parties to have the power and authority to present facts, opinions, proposals and counter-proposals to be exchanged during the meeting or meetings in an effort to reach mutual understanding and agreement. All parties will act in good faith.

1.4 THE REQUEST TO BEGIN NEGOTIATIONS

The request to begin negotiations shall be made from the Association with the president of the Board. A meeting will be held by the third Wednesday in January. The first meeting shall include the identification of the Association team and the Board team. The parameters of the negotiations process will be mutually agreed upon during the first meeting.

1.5 NEGOTIATIONS MEETING DATES

Meetings for the purpose of negotiations shall be called upon mutual agreement of both parties and shall be held at times and places agreed to by them. Postponement or cancellation will be by consent of chairman of both teams. All negotiations meetings shall be closed.

1.6 TENTATIVE AGREEMENTS

During negotiations, tentatively agreed upon materials shall be reduced to writing and initialed prior to the adjournment of that meeting.

1.7 TENTATIVE FINAL AGREEMENT

When the Association and the Board reach tentative final agreement on all matters negotiated the materials shall be reduced to writing and submitted within ten (10) working days to the membership of the Association and to the Board for official

approval within ten (10) working days following ratification by the Association.

1.8 NEGOTIATIONS TEAMS

Each party shall select its team members not to exceed 3 members.

1.9 CAUCUS

Each team may caucus at any time during the negotiating sessions.

1.10 MEETINGS

The negotiation teams (Board and DEA) shall meet at least semi-annually (first week of November and the first week of March) to assess the contractual implications and to discuss relevant issues.

CHAPTER II

EFFECT OF AGREEMENT

2.1 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.

2.2 VALIDITY/DELETIONS

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, after all appeals have been exhausted, 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, other sections or clauses shall remain in full force and not be affected by the deleted article, section or clause.

2.3 FULL AND COMPLETE SERVICES

During the term of this Agreement and any extension thereof, no Association member covered by this Agreement, nor the Association, nor any person acting on behalf of the Association, shall ever or at any time engage in, authorize, or instigate any strike, slowdown, or other refusal to render full and complete services to the Board, or any activity whatsoever which would disrupt in any manner in whole or in part the operation of the School District. In the event of any violation or violations of any provision of this Article by the Association, its members or representatives, the Association shall, upon notice from the Board, immediately direct such Association members both orally and in writing to resume normal operations immediately and make every other reasonable effort to end any violation(s).

CHAPTER III

GRIEVANCE PROCEDURE

3.1 DEFINITIONS - A Grievance shall be:

3.1.1 Any claim by the Association of any teacher that there has been a violation, misrepresentation, misapplication of the terms of this agreement.

3.1.2 All time limits consist of school days. Except when a grievance is submitted fewer than ten (10) days before the close of the current school year, then time limits shall consist of all weekdays.

3.2 PROCEDURES - The parties hereto acknowledge that it is usually most desirable for a teacher and the teacher's immediately involved principal/supervisor to resolve problems through free and informal communications. If the informal process fails to satisfy the teacher or the Association, a grievance may be processed as follows:

3.2.1. STEP I - The teacher or the Association shall present the grievance in writing on Schedule 1 setting forth the nature of the grievance, contract clause violated and the remedy requested to the immediately involved supervisor. If the grievance is not submitted within ten (10) days of the event giving rise to the grievance the grievance shall be void. The principal/supervisor will arrange for a meeting to take place within ten (10) days after receipt of the grievance. The Association's representative, the grievant and the principal/supervisor shall be present for the meeting. Within five (5) days of the meeting the grievant and the Association shall be provided with the principal/supervisor's written response including the reasons for the decision.

3.2.2 STEP II - If the grievance is not resolved at Step I, the Association may refer the grievance to the superintendent or his official designee within ten (10) days after receipt of the Step I answer. The superintendent shall arrange with the Association representative for a meeting to take place within ten (10) days of the superintendent's receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary. Within ten (10) days of the meeting, the Association shall be provided with the superintendent's written response, including the reasons for decision.

3.2.3 STEP III - If the association is not satisfied with the disposition of the grievance at Step II, 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 ten (10) days of the date of the Step II answer, then the grievance shall be

deemed waived.

3.2.3.1 Neither the Board nor the Association shall be permitted to assert any grounds or evidence before the arbitrator which was not previously disclosed to the other party.

3.2.3.2 The arbitrator shall have no power to alter the terms of this agreement.

3.3 GRIEVANCE

3.3.1 Bypass to Superintendent - If the Association and the Superintendent agree, Step I of the grievance procedure may be bypassed and the grievance brought directly to Step II.

3.3.2 Association Participation - Teacher Not Represented - When a teacher is not a member of the Association, the Association shall reserve the right to have its representative present to state its views at each formal step of the grievance procedure.

3.3.3 Released Time - Should the processing of any grievance require that a teacher or an Association representative be re-leased his/her regular assignment, the teacher or Association representative shall be released without loss of pay or benefits. The Association shall pay for any substitute cost required.

3.3.4 Filing of Materials - All records related to a grievance shall be filed separately from the personnel files of the employees.

3.3.5 Grievance Withdrawal - A grievance may be withdrawn at any level without establishing a precedent.

3.3.6 No Written Response - If no written decision has been rendered within the time limits indicated by a step, then the grievance may be processed to the next step.

3.3.7 Fees and Expenses of the arbitrator shall be shared equally by the parties.

3.3.8 Board, Administration and Association Cooperation - the parties shall cooperate with one another in the investigation of any grievance. Cooperation shall mean public information, board policy, public financial information and contract information shall be made available upon request.

3.3.9 Class Grievance - A class grievance involving one or more teachers or one or more principals/supervisors at administrative level above building level may be initially filed by the Association at Step II.

3.3.10 No Reprisal Clause - No reprisals shall be taken by the Board or the administration against any teacher because of the teacher's participation in a grievance.

3.3.11 AAA Rules - By mutual agreement of both parties the expedited Arbitration rules of the American Arbitration Association may be used instead of the voluntary labor arbitration rules. Briefs may be filed if either party determines it is in its best interests to do so.

CHAPTER IV

RIGHTS OF THE ASSOCIATION

4.1 DISSEMINATION OF INFORMATION TO THE ASSOCIATION

The Board shall furnish the Association president with the following regularly prepared public information at such times as these are provided to members of the Board.

4.1.1 Annual financial reports

4.1.2 Tentative Budget and Adopted Budget (1 copy)

4.1.3 Board policy manual, including a copy of each newly adopted or revised policy.

4.1.4 Five (5) copies of the minutes

4.1.5 Five (5) copies of the agenda

4.1.6 Within thirty (30) days of ratification of the agreement, the Board shall have sufficient copies of the agreement prepared and delivered to the Association for its distribution to each teacher in the district.

4.1.7 Names and addresses of newly hired teachers shall be provided within fourteen (14) days after their employment.

4.2 ASSOCIATION ANNOUNCEMENTS

4.2.1 Bulletin Boards - The Association shall have the right to use one faculty bulletin board in each building. Such bulletin board shall be that in the teachers' workroom. Notices shall reference authorship.

4.2.2 In District Mail - The Association shall have the right to use the district interdistrict mail when it is otherwise in use.

4.2.3 Mailboxes - The Association shall have the right to use teacher mailboxes when items placed in the mailboxes reference authorship by individual.

4.2.4 District Equipment - The Association shall have the right to use the school audio visual and processing equipment in each school building during non-instructional hours, during regular business hours and when such equipment is not being used for other school related business. Any other usage will be with administrative approval.

4.2.5 Daily Announcement - Association's announcements may be printed in daily announcements or read over the PA at appropriate times. (When other announcements are normally made.)

4.3 DUES DEDUCTION

The Board shall deduct from the pay of any teacher current membership dues of the Association provided that at the time of such deduction there is in the possession of the Board a written authorization, Schedule 2, for dues deduction executed by the teacher. It is understood that a teacher may, in writing between September 1st and 15th only, withdraw said authorization. The Association shall hold harmless and defend the Board relating to any challenges to the dues withholding procedures. Teachers employed after June 30, 1986, shall have deductions made as per Section 6.12 of this contract.

4.4 MEETINGS

The superintendent shall place on the calendar for school staff members each year five (5) regularly scheduled Association meeting dates. These dates are the first attendance day, the last Wednesday of October, January, March and May. The Association shall have use of unused suitable facilities. Meetings will be before or after student attendance or a mutually agreed upon time.

4.5 LEAVE FOR ASSOCIATION BUSINESS

With five (5) days prior written notice and prior approval of the principal and superintendent, the Association shall be granted a total of five (5) days paid leave, non-accumulative, to attend to Association business.

The district shall be reimbursed by the Association for all costs of substitute teachers. The leave time granted under this provision does not apply to leave referred to in section 3.3.3.

CHAPTER V

LEAVES

5.1 SICK LEAVE

Each teacher shall be entitled to ten (10) leave days per school year without loss of pay. Sick leave shall be interpreted to mean personal illness, illness or death in the immediate family or household. Immediate family shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law and legal guardians.

5.2 SICK LEAVE BANK

5.2.1 The first year of employment each teacher shall contribute two (2) sick leave days to a district-wide sick leave bank.

5.2.2 Within thirty (30) days of employment the teacher shall elect to or not to participate in the sick leave bank.

5.2.3 The teacher's initial decision in regard to participation in the sick leave bank is irrevocable.

5.2.4 In subsequent years, each teacher would be required to contribute days to maintain a balance of at least 181 days. No more than one day per year per teacher would be contributed without a referendum of the teachers.

5.2.5 In order to benefit from the sick leave bank, a teacher would have to:

- a. have exhausted all of his/her accumulated sick leave and
- b. have suffered from illness or disability causing absence from employment for at least ten (10) consecutive working days or at least twenty (20) total days.

5.2.6 A qualified teacher may draw two times the number of his or her own accumulated sick days up to a total of ninety (90) days from the bank. Accumulated sick days will be computed from the first contract day of the fiscal year.

5.2.7 The sick leave bank shall be administered by a committee consisting of the superintendent and three (3) Association members. Committee teacher members shall be elected by members in each building. The decision of the committee is not grievable.

5.2.8 Meetings will be called by the superintendent when requests are received.

5.2.9 Unused days drawn from the sick leave bank may be carried over for one (1) school year. These days will be available for use only and will not be credited to TRS or toward retirement. Sick leave bank days will be recorded separately

from a teacher's annually earned sick leave.

5.3 PERSONAL BUSINESS LEAVE

5.3.1 The superintendent shall upon proper application, grant two (2) days of leave per year without loss of pay. Teachers who desire leave must submit the required form to the Office of the Superintendent no later than (3) school days prior to the date of the leave except in case of an emergency. Half day personal leave days will be granted.

Teachers are not required to state the reason for the leave. Personal business leave shall be used to attend to those items of pressing personal business or events which cannot be attended to other than during work hours.

5.3.2 Personal leave shall not be used the first five (5) contract days, the last five (5) contract days with the exception of the Superintendent's approval for family weddings, family graduations, or legal business. Personal leave shall not be used on days immediately preceding or following a school vacation, holiday, or recess period. This restriction shall not apply to organized religious holidays or for situations approved at the discretion of the Superintendent or designee.

5.3.3 The number of teachers granted personal leave at any given time may be limited to three (3) per principal. The limitation as listed in this section as to advance notice of three (3) school days and/or to the number of teachers may be waived by the superintendent in an emergency situation, such as death or other compelling reasons.

5.3.4 Personal leave days (2) must be used before a request for leave without pay will be considered.

5.3.5 Teachers who do not use either of their two Personal Leave Days will be able to add two days to their Sick Leave Days. Teachers who use only one Personal Leave Day will be able to add one day to their Sick Leave Days. Only whole days will be added to Sick Leave.

5.4 JURY DUTY LEAVE

5.4.1 Any employee called for jury duty shall be given leave without loss of pay or benefits to serve his/her civic duty.

5.4.2 The employee shall notify his/her immediate supervisor as soon as possible following receipt of the notice.

5.4.3 The employee shall complete a jury duty leave request form, JD-98, and attach a copy of the order to appear, and submit both to his/her immediate supervisor.

5.4.4 The forms will be forwarded to the Office of Superintendent for processing.

5.5 LEAVE OF ABSENCE

5.5.1 Leave of Absence for tenured teachers for study or travel may be granted to a teacher by the Board upon written request and recommendation of the superintendent. Requests are to be filed by March 1st.

5.5.2 Leave of Absence - Upon return from a Board approved leave of absence, a teacher shall be restored to a similar position for which the teacher is legally certified.

5.5.3 Leave of Absence - Failure to notify the superintendent in writing of intent to return by March 1st constitutes a resignation from employment. At least fifteen (15) days prior to March 1st superintendent shall notify the teacher by certified mail that written notification of intent to return is due March 1st.

5.6 FAMILY MEDICAL LEAVE (FML)-PARENTAL

Family Medical Leave (FML) is available for teachers to use upon written request for maternity, child rearing, or the placement of a child for adoption or foster care.

5.6.1 Applicable Limitations

5.6.1.1 A thirty (30) day written request is required when the need is foreseeable, such as in the case of maternity or adoptive leave.

5.6.1.2 Leave for maternity, child rearing, or placement for adoption or foster care must conclude within twelve (12) months of the birth or placement. The Superintendent of Schools shall, within his discretion, work out a departure and return schedule with the teacher which shall not interfere with the soundness of the educational program of the district.

5.6.1.3 Teachers may or may not choose to use accrued sick leave prior to using unpaid leave for the medically applicable portion of their absence.

5.6.1.4 Leave may be taken intermittently when it is medically necessary.

5.6.1.5 The district has the right to require medical certification supporting the need for FML due to a serious health condition affecting the teacher or immediate family member under this section.

5.6.2 Maintenance of Benefits

5.6.2.1 When a teacher expends all sick leave and FML exceeds twelve (12) weeks, the teacher will be responsible for the maintenance of health and life insurance benefits.

5.6.2.2 If a teacher selects unpaid leave, the district will maintain health and life insurance benefits for a period of twelve (12) weeks. Following the twelve (12) week period, the maintenance of health and life insurance benefits shall be the responsibility of the teacher.

5.6.2.3 Upon return from FML, a teacher shall be restored to a similar position for which the teacher is legally certified.

5.6.2.4 Failure to notify the superintendent in writing of intent to return by March 1st constitutes a resignation from employment. At least fifteen (15) days prior to March 1st, the superintendent shall notify the teacher by certified mail that written notification of intent to return is due March 1st.

5.7 BEREAVEMENT LEAVE

5.7.1 Up to three (3) days, without deduction from sick leave, may be used for the death of immediate family as defined under sick leave (5.1)

5.7.2 One (1) sick leave day (per occurrence) may be used for the death of a close friend or relative other than immediate family. Notice of leaves should be given as soon as possible

CHAPTER VI

WORKING CONDITIONS AND TEACHER RIGHTS

6.1 TEACHERS HOURS

Full time teachers shall be required to report at 7:50 a.m. and shall be permitted to leave when their responsibilities are complete for the day unless excused by an administrator.

6.2 POLICY ADVISORY COMMITTEE

The Dakota Education Association will have four (4) representatives on the Dakota Community Unit District 201 Policy Advisory Committee.

6.3 MEETINGS BETWEEN BOARD OF EDUCATION AND CERTIFIED TEACHERS

Open lines of communication between all partners in the educational process serve our students in a positive manner and make the Dakota School District a better place to work and learn. The Board and Certified Teachers may meet at least two times per year to communicate concerns, suggestions, ideas, updates, improvements, or other areas relating to the education of students or the district as a whole and to continue this open communication process.

6.4 TEACHER MEETINGS

Whenever practical, teacher meetings shall be announced one week in advance. One scheduled faculty meeting will be held per month. Additional faculty meetings can be held for emergencies. An agenda should precede the meeting. Guidelines for after school meetings should have the meeting begin by 3:30 p.m. and in most cases be limited to approximately one half hour in length.

6.5 STUDENT-LED CONFERENCES

- All teachers will be present on Thursday (first day of conferences) from 3-7 p.m.; conferences scheduled in this time frame are not allowed to be flexed.
- Each teacher's schedule has to be approved by the building administrator before the first conference
- It would be an hour-for-hour flex of actual time spent on conferencing
- Teachers are required to set up face-to-face conferences. Phone conferences are okay as a last resort and may be flexed if approved by administration.
- Teachers will schedule conferences to accommodate parents with multiple children in one or both buildings
- Thursday (first day) conferences can be flexed between the hours of 1:30 and 3:00 p.m. and after 7:00 p.m. All other days, conferences held before 7:50 a.m. and after 3:15 p.m. may be flexed.
- Teachers must be available for conferences on Friday (second day of conferences/no student attendance) if a parent requests a time on Friday.

6.6 TEACHER EVALUATION

6.6.1 Notification - Within the first month after the beginning of each school

year, the building principal or immediate supervisor shall orientate each teacher under said principal or supervisor's supervision with the teacher evaluation procedures, standards, and instruments and advise each teacher as to who will observe and evaluate said performance. The purpose of the orientation is to achieve an understanding of the evaluation system. Formal observations shall be preceded by a pre-observation conference. Teachers assigned to a building shall be evaluated by their immediate supervisor or superintendent.

6.6.2 Observations - All formal observations of a teacher shall be conducted with the full knowledge of the teacher. No electronic surveillance devices shall be used for any observation.

6.6.2.1 Observations - Evaluations for Probationary Teachers - A probationary teacher shall be formally observed according to the following schedule: First Probationary Year, 3 times; Second Probationary Year, 3 times; Third Probationary Year, 1 time; and, the final probationary year, two times. If a part-time certified teacher becomes full time after serving two full years of part-time status, then he/she shall be formally observed as follows: First and Second Years, two times; Third Year, one time; and fourth year, two times. The first of these by December 1st in a year with multiple formal observations. At least two (2) formal observations shall be completed prior to a reemployment recommendation by the principal. Each probationary teacher shall receive a summative evaluation. The administration may observe classroom performance at any time he/she deems necessary.

6.6.2.2 Observation for Part Time Certified Teachers -Employed for Three (3) or More Years - Any regularly employed part time certified teacher who has been employed for three or more years shall have a summative evaluation. At least every other year the summative evaluation shall be preceded by at least one (1) formal classroom observation of a mutually agreed upon length of time. However, the time shall not be less than that requested by the administrator.

6.6.2.3 Evaluations of Tenured Teachers - Tenured teachers shall have at least one (1) summative evaluation every other year. At least every other year the summative evaluation shall be preceded by at least one formal classroom observation of a mutually agreed upon length of time. However, the time shall not be less than that requested by the administrator. During the year that the teacher is to be observed, at least one formal observation shall be completed by the end of the 15th day of March. The administration may observe classroom performance at any time (s)he deems necessary.

6.6.3 Evaluations

6.6.3.1 - A copy of each formal written evaluation shall be given to

the teacher and a conference shall be held between the teacher and the evaluator within ten (10) school days following the formal observation. A copy signed by both parties shall be given to the teacher.

6.6.3.2 - If the teacher feels the formal written evaluation is incomplete, inaccurate, or unjust, said teacher shall provide initial notification of such in writing to the evaluator within ten (10) school days of the post-observation conference between the evaluator and the teacher. Said teacher may put any objections in writing and have them attached to the evaluation report to be placed in the teacher's personnel file within twenty school (20) days of the post-observation conference between the evaluator and the teacher. A copy signed by both parties shall be given to the teacher.

6.6.3.3 - Any written material resulting from any evaluation which is to be included in the teacher's personnel file shall be shown to the teacher who will sign the same confirming that a copy has been shown to him/her. If the teacher feels the written material is incomplete, inaccurate, or unjust, said teacher shall provide initial notification of such in writing to the evaluator within ten (10) school days of placement of written material in personnel file. Said teacher may put any objections in writing and have them attached to the evaluation report to be placed in the teacher's personnel file within twenty (20) school days of the original placement of written material in personnel file. A copy signed by both parties shall be given to the teacher.

6.6.4 Remediation -The building principal or immediate supervisor and the teacher shall develop a remediation plan designed to make corrective actions in order to improve the quality of teaching and to eliminate deficiencies noted in the evaluation. The plan of improvement shall contain a timetable for the correction of deficiencies and re-evaluation.

6.7 REEMPLOYMENT RECOMMENDATIONS FOR PROBATIONARY TEACHERS

By April 10 of each school year the building principal or the immediate supervisor shall complete a written evaluation report indicating a recommendation to the superintendent relating to continued employment. The teacher shall be provided with a copy of the recommendation. The recommendation shall contain information made known to and discussed with the teacher.

6.8 PLACEMENT OF MATERIAL IN FILE

6.8.1 The unit office will maintain a central personnel file for each teacher. Each teacher shall have the right, upon request, to review the contents of his own

personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in this review. Such review may be by appointment during normal office business hours (but not including the times when teachers have instructional responsibility) and in the presence of a designated employee of the Board. No teacher shall remove any material from a personnel file; however, a teacher shall have the right to copy any material available to the teacher under this section, or to have such copies made by district office personnel at the usual cost per copy. Confidential material such as college placement credentials shall not be subject to review. Material other than evaluations and job targets will be followed by written notice within five (5) days, identifying any material placed in the teacher's personnel file. Should any material derogatory to an employee's conduct, service, character or personality be placed in his/her personnel file, the employee shall acknowledge that he/she has read such material by affixing his/her signature to the actual copy to be filed, with the understanding that such signature merely signifies that he/she has been shown the material and does not necessarily indicate agreement with its contents. A teacher may attach a written statement to any material placed in his/her file within thirty (30) calendar days of that teacher's notification of the placement of these materials in the file.

6.8.2 In the event any file materials are determined to be inaccurate by legal or grievance proceedings, such portion of materials will be removed from the teacher's file. Documents relating to evaluation and job targets are not grievable.

6.9 PREPARATION TIME

Each full time teacher shall have preparation time totaling at least 150 minutes per week. Part time teachers who are teaching full days receive time proportionate to their teaching contract.

6.10 JUST CAUSE AND DUE PROCESS

6.10.1 The Board has a duty to manage its teachers pursuant to the provisions of the School Code. In accordance with this duty, the Association agrees that the Board may suspend teachers, both with and without pay, in accordance with policies adopted by the Board. This authority is supplemental to all other powers of the Board to discipline its teachers and does not limit its powers to dismiss, withhold step increases or otherwise discipline its teachers.

6.10.2 No action will be taken against a teacher without just cause.

6.10.3 Except when deemed an emergency by the superintendent or his designee, no action shall be taken against a teacher without first informing the teacher of the reasons for the action in writing. Personal delivery or certified mail shall satisfy this clause. A teacher may attach a written response to the action for the file.

6.10.4 Disciplinary Action - (except emergency) shall be preceded by:

- a. detailed, dated documentation of reasons for discipline or dismissal

- b. conference with appropriate administrator or supervisor
- c. a prior written notice including reasons for the meeting
- d. the teacher may have an association member and/or representative present at the conference
- e. written records shall be kept of the conference which shall include (c) above, description of proceeding and action taken.

6.10.5 Suspension Without Pay - shall be limited to five (5) (per disciplinary action) and may be appealed to the Board. The teacher retains the right to secure counsel, call witnesses and cross examine during the appeal hearing.

6.11 MAINTENANCE OF DISCIPLINE

6.11.1 The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom.

6.11.2 Any students who have been found to have committed an assault and/or battery on a teacher shall be immediately removed from the classroom and supervised by Principal or designee pending due process requirements. The teacher or teacher's designee shall have the right to be involved in the due process hearing and resolution.

6.11.3 A teacher may use reasonable force, as needed, to maintain safety for other students and may temporarily remove a student from the classroom for disruptive behavior. Any student proposed for permanent removal from a classroom shall be afforded such due process procedures as set forth in the school district's student discipline policy.

6.12 VACANCIES

Whenever vacancies occur or new positions are to be established, notice of such vacancies or openings shall be posted. If such openings occur during the summer, notice of such vacancies shall be mailed only to those teachers requesting, in writing, that they be contacted. Within ten (10) calendar days from posting, contacted teachers may request, in writing, and thus be granted the opportunity to discuss the opening and their qualifications for it with the appropriate administrator.

If such openings occur within thirty (30) days of the opening of school (teacher institute) and if the resigning teacher is granted a release from his/her contract, then the above paragraph of this article (6.10) shall not apply.

6.13 TRANSFERS

6.13.1 Definition - A transfer is the movement of an teacher to a building, grade level, or curricular area other than that to which he/she is currently assigned.

6.13.2 Notification of Transfer - A transfer may be necessitated at any time as a result of a change in programming, a change in numbers of pupils in an attendance area or class, as a result of a Board approved program modification, or as the administration deems necessary. The transferee will be notified of any transfers as soon as possible.

6.14 FAIR SHARE

6.14.1 Each teacher, 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 equivalent to the amount of dues uniformly required to members of the Association, including local, state and national dues.

6.14.2 It is recognized that the Association's duties as the sole and exclusive bargaining agent entail expenses for collective bargaining and contract administration which appropriately are shared by all teachers who are beneficiaries of said Agreement. To this end, if a teacher does not join the Association or execute a dues deduction authorization within fourteen (14) days after posting of the notice required in subparagraph a, the board shall deduct a sum equivalent to full current membership dues as prescribed by rules of the IELRB. The deduction is to cover costs of collective bargaining and contract administration for the Association in its role as the sole and exclusive bargaining agent in equal payments from the regular salary check of the teacher in the same manner as it deducts dues for members of the Association provided.

- a. The Association has posted the appropriate notices of imposition of such fair share fee in accordance with the rules and regulations of the IELRB: and
- b. The Association has annually certified in writing to the board the amount of such fair share fee and has annually certified in writing to the Board that such notice has been posted.

6.14.3 In the event a teacher objects to the amount of such fee, the Board shall continue to deduct the fee and the Board shall transmit the fee (or the portion of the fee in dispute) to the IELRB which shall hold the fee in escrow in an account established for that purpose. The Board shall continue to transmit such fee to the IELRB until further order of the IELRB. If the teacher is entitled to a refund, the teacher shall receive such refund plus any interest earned on the refund during pendency of the action.

6.14.4 In the event of any legal action against the Board 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.

6.14.5 The Association agrees that in any 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.

- a. 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.
- b. The obligation to pay a fair share fee will not apply to any teacher who, on the basis of a bonafide religious tenet or teaching of a church or religious body of which such teacher is a member, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collection of the entire fee, the Association will make payment in behalf of the board to a mutually agreeable non-religious charitable organization as per Rules and Regulations of the Illinois Education Labor Relations Board.

6.15 SENIORITY

6.15.1 Seniority is the length of the teacher's service starting with the date of an individual's contract. Seniority applies to all tenured certified teachers who hold a position requiring certification.

6.15.2 Seniority is lost upon the following:

6.15.2.1 Resignation

6.15.2.2 Dismissal for Cause

6.15.2.3 Retirement.

6.15.3 Seniority is retained but shall not accrue during unpaid leave of absence.

6.15.4 Seniority continues to accrue during temporary disability.

6.15.5 Ties in seniority as herein defined shall be broken by the following, in order:

6.15.5.1 Date of contract

6.15.5.2 Most academic preparation in the subject area taught

6.15.3 Lot.

6.15.6 By February 1st annually, the employer shall publish a seniority list which is prepared according to the provisions of this contract and state law.

6.16 REDUCTION IN FORCE

6.16.1 Upon request of the Association, the Board president, board secretary and administration shall meet and discuss the proposed reductions in force with the DEA executive committee prior to final recommendations on reductions in force due to economic conditions within the district.

6.16.2 When a reduction in teacher(s) in particular subject area(s), grade level(s), and/or other professional assignments(s) has been determined as necessary, the reduction shall take place in the following order:

a. Non-tenured teacher(s) in the reduction area(s) (subject area(s), grade level(s), and/or other professional assignments) will be dismissed prior to dismissing any tenured teacher in the reduction area(s) (subject area(s), grade level(s), and/or professional assignment(s)).

b. If the reduction in teacher(s) requires the dismissal of a tenured teacher, the order of dismissal will be determined by the seniority of the tenured teachers in the reduction area. A rified tenured teacher will be allowed to bump any teacher of less seniority in any area for which he/she is legally qualified.

6.17 RECALL

Any teacher who has been honorably dismissed pursuant to this article shall have recall right as follows:

6.17.1 Recalled teachers shall be given full service credit for their accumulated sick leave and their position on the salary schedule.

6.17.2 Recall rights shall be in effect from the date termination through one (1) calendar year from the beginning of the school term next following his/her dismissal.

6.17.3 The employer shall offer available positions to the most senior legally

qualified teacher.

6.17.4 Teachers will be eligible for any existing vacant position for which they are legally certified at the time of seniority list publication. Teachers are responsible to inform the office of the superintendent in writing of any changes in their address after the date of their termination.

6.17.5 Temporary positions, not including short-term substitute positions, will be first offered to teachers with recall rights and appropriate certification in the same order as for permanent positions. Acceptance or refusal of a temporary position will not affect the recall rights of a teacher.

CHAPTER VII

COMPENSATION

7.1 SALARY COMPENSATION

7.1.1 Salary of Teachers - The salary of teachers covered by this agreement is set forth in the attached schedules (Appendix A-1,A-2,A-3,A-4 and A-5)that are incorporated into this agreement.

Upon employment, each teacher will be assigned an educational level and an experience level on the salary schedule. The educational levels are designated as: B, B9, B18, B27, B42, M, M9, M18, M27, M36, M45, and M54 - where B designates a Bachelor Degree and M designates a Master Degree. A Bachelors plus 42 hours will be equivalent to a Masters degree designation. The B42 educational level column is available only to teachers hired in the 1997-98 school year or in prior school years.

Experience levels for each educational column are:

B:	Levels 1-10
B9:	Levels 1-11
B18:	Levels 1-12
B27:	Levels 1-13
B42:	Levels 1-14
M	Levels 1-15
M9:	Levels 1-16
M18:	Levels 1-17
M27:	Levels 1-18
M36:	Levels 1-19
M45	Levels 1-20
M54	Levels 1-21

7.1.1.1 Longevity - After a teacher completes his/her third year at the final step in the B-42 educational column, he/she will be awarded the equivalent of a step (\$900) increase. Thereafter, a \$900 longevity step will be awarded after each three (3) year cycle.

7.1.2 Board Paid Teacher Retirement - The board shall pay the teachers' contribution to the State of Illinois Teacher Retirement System.

7.1.3 Teachers Health Insurance Security (T.H.I.S.) - Teachers will be responsible for the contribution to the T.H.I.S. Fund. The contribution is computed on creditable earnings and is a payroll deduction to support the Teachers Retirement Insurance Program (T.R.I.P.).

7.1.4 Supplemental Salary of Teachers

7.1.4.1 Extra Duty Assignments - The salary shall be computed by multiplying the percent for the duty times the base salary for each position listed below: (effective 7/1/09)

Title IX Hearing Officer/Guidance Service Coordinator	0.5%
Combined Grades	5%
Special Education Coordinator (K-6 and 7-12)	ea. @ 4%
K-12 PE/Health Coordinator (K-6 and 7-12)	ea. @ 4%
Testing Coordinator	4%
Library Coordinator	4%
7-12 Vo-Tech Coordinator	4%
K-12 Fine Arts Coordinator	4%
Grade Level/Unit Leader	ea. @ 4%
SIP Coordinator (K-6 and 7-12)	ea. @ 4%
Technology Committee Chair (as needed)	4%

Mentor (designated by Building Principal) @ \$15/hr up to 36 hours

DPDC representative (3) @ \$15/hr up to \$900

Each 8 block extra class assigned each semester - 7.0% of the base salary received during the regular school year.

Extended time assignments - prorated per day based on teaching salary received during the regular school year.

Summer School Teacher Salary Rate (effective w/ the Summer of 2009) – the hourly rate for a summer school teacher shall be equal to the hourly rate of the base salary for the current school year and shall be calculated as follows:

$$\frac{\text{Current year base salary}}{180/7 \text{ hours per day}} = \text{Hourly rate}$$

Hourly rate for professional work completed outside the school day or year (ex., subbing, Saturday School, administrator-approved curriculum work) (effective 7/1/09) - \$20/hour

Other duties may be added to the list.
Comparable pay rates shall be awarded.

7.1.4.2 Extra Curricular Assignments - The salary shall be determined as indicated on the attached schedule.

7.1.4.3 Extra Curricular and Extra Duty Assignment - Assignments are those assignments in addition to the normal teaching schedule. Teachers who have extra curricular/duty assignments as part of their first year assignment may be required to assume the same assignments. Other extra curricular/duty assignments shall be with the consent of the teacher.

Should a teacher refuse to consent to an extra curricular/duty assignment, he/she may be assigned by the Superintendent only after all other teachers have refused the assignment. Each teacher will be sent a notice indicating the extra curricular/duty assignment to which they shall reply within ten (10) days. The ten day final date shall be stated in the notice.

7.1.4.4 Substitute Cover - All assignments for a teacher to cover another teacher's class shall be completed by the building administrator. Any teacher assigned through an administrator to take another class during his/her preparation period shall be paid as follows: for each 42 minute class period assigned is \$12. and prorated for other time periods. Required paper work shall be the responsibility of the administration, (i.e. the teacher does not have to request the pay). Any teacher is allowed to leave at 2:30 p.m. without using sick or personal leave with prior approval by the building administrator or Superintendent.

7.1.4.5 Salary Payments and Extra Curricular Salary Payment – shall be paid in 26 equal payments on alternating Wednesdays.

7.2 EDUCATIONAL/HORIZONTAL SALARY SCHEDULE MOVEMENT

7.2.1 Salary Credit for Graduate Courses - The teacher shall make a written request and receive written approval/disapproval prior to the official start of a class to be used for salary advancement. Requests are to be submitted to the Superintendent's Office on forms available from each Principal's Office. The course must be graduate level, unless the administration requires or requests a teacher take an undergraduate class. Work shall be in a program leading to a degree or in the teaching area or a proposed additional teaching area or of a significant value to the district or professional advancement of significance to the district.

7.2.2 Other Credit - Teachers may earn credit on the salary schedule for attending workshops or participating in courses that are paid for by the teacher. Each graduate credit and/or workshop/course must be preapproved as defined in section 7.2.1. One hour of salary schedule credit will be awarded for each 12 hours of attending workshops or participating in courses successfully completed.

7.2.2.1 Method of Applying Other Credit to Educational Column Moves

- a. 2/3 of the hours per column must be by college credit.
- b. 1/3 of the hours per column may be by other credit.

7.2.3 Reclassification of employment will occur each time a teacher qualifies for advancement in the salary schedule in regard to education level and/or experience level.

7.2.3.1 Education/Horizontal Level Movement - For salary purposes, a certified transcript from the training institution or other suitable evidence satisfactory to the Superintendent must be submitted by October 1st. The salary increase as a result of reclassification, will be in effect no later than the second October paycheck. There will be no restrictions on the number of educational/horizontal level column moves a teacher may make.

7.2.3.2 Each teacher will be awarded one (1) experience level increment yearly (except as stated in Section 6.8).

7.3 TUITION REIMBURSEMENT

7.3.1 (**Applies to courses held July 1, 2010 or later**) Tuition for graduate-level coursework will be reimbursed for actual costs incurred up to the level of Northern Illinois University's (NIU) current tuition rate (not including fees) as of July 1st of each year. Additionally, this level will not increase more than 5% per year, in the event that NIU's tuition rate exceeds 5% over the prior year. Teachers may be reimbursed for actual costs incurred, which may include tuition, registration fees, participation fees, and/or lab fees. Teachers will be reimbursed up to nine (9) graduate credit hours within a 3 year period beginning on July 1, 2010. The next three year period shall begin on July 1, 2013.

(**Applies to courses held prior to June 30, 2010**) Tuition for graduate-level coursework will be reimbursed for actual costs incurred up to \$200 per graduate credit hour, which may include registration fees, participation fees, and/or lab fees. Teachers will be reimbursed up to nine (9) graduate credit hours within a 5 year period ending on June 30, 2010.

7.4 INSURANCE BENEFITS

7.4.1 Health - The health benefit plan will continue as defined in the plan booklet as agreed upon by the Association and the Board. The health plan will continue until a new contract commences. The health plan is not in effect during a strike,

or if a complete or partial work stoppage occurs. For the duration of this contract, the deductibles shall be:

For single coverage-\$250 annually.*
For family coverage-\$500 annually.*

*In-network deductible
Out-of-network deductible is subject to change.

The district will make a contribution of 95% of the premium for single coverage per month to provide health insurance for each full time teacher. The Board's contribution for teachers working at least four sevenths time but less than full time will be prorated.

The Board and the Association shall form a committee consisting of three Association representatives, two board members, two administrators and one educational support personnel to meet at least annually to review and establish the health benefit portion and plan administrator(s) of the insurance program(s) in the school district.

7.4.1.1 The Board shall offer group hearing, group vision, and group dental insurance plans. The group vision and group hearing plans will be a part of the self-funded health insurance plan at the employee's expense. The group dental plan will be a fully insured plan at the employee's expense. The premium amounts may be a part of the Section 125 flexible spending plan.

7.4.2 Life Insurance - The district will provide group term life insurance coverage for all full time teachers according to the following schedule:

Year 1 through year 5 of local experience: \$5,000.00 coverage
Year 6 through year 10 of local experience: \$10,000.00 coverage
Year 11 or more years of local experience: \$25,000.00 coverage

The Board's contribution for teachers working at least four-sevenths time but less than full time will be prorated.

7.4.3 Section 125 - The Board will administer a Section 125 Custom Benefit Plan for teachers. The "Plan" will include areas of premium conversion, medical reimbursement and dependent care assistance. The cost of participation will be assessed to the enrolled teacher through a payroll deduction.

7.5 RETIREMENT INCENTIVE

7.5.1 To any teacher with fifteen (15) years of continuous service to the District and who notifies the superintendent in writing no later than November 1st of the retirement

year that he/she plans to retire (i.e., June, 1999 retirement must notify by 11/1/98) the Board of Education shall:

7.5.1.1 If the retiree is within up to ten (10) days of the 170 sick leave days needed for an additional year's retirement he/she will be awarded up to ten (10) days from the Sick Leave Bank following a request in writing.

CHAPTER VIII
CONTRACT PERIOD

- 8.1 This agreement shall commence effective July 1, 2005. (Original contract)
- 8.2 This agreement shall terminate June 30, 2010. (Original contract)
- 8.3 This extension shall commence on July 1, 2010. (Contract extension)
- 8.4 This extension shall terminate on June 30, 2014 (Contract extension)
- 8.3 This contract shall be extended for sixty (60) days if no new contract has been agreed upon by June 30, 2014.
- 8.4 This agreement may be extended for a specific period by mutual agreement of both parties.
- 8.5 This agreement may be terminated by mutual agreement of both parties.

Dated: _____

President, Dakota Ed. Assoc.
District No. 201
Stephenson County, IL

Secretary, Dakota Ed. Assoc.
District No. 201
Stephenson County, IL

Dated: _____

President, Board of Education
District No. 201
Stephenson County, IL

Secretary, Board of Education
District No. 201
Stephenson County, IL

SCHEDULE 1 (1)

GRIEVANCE NO. _____

FORMAL GRIEVANCE PRESENTATION (LEVEL ONE)

AGGRIEVED
NAME _____

DATE OF FORMAL
PRESENTATION _____

SCHOOL _____

ADMINISTRATOR _____

SUBMITTED TO: _____

I. Article and Section Violated:

II. Brief Statement of Grievance:

III. Action Requested:

Signature, Aggrieved Person

Received By

Date

Date

SCHEDULE 1 (2)

GRIEVANCE NO. _____

DECISION OF ADMINISTRATOR (LEVEL ONE)

(To be completed by principal, or other appropriate administrator and presented to the Association within five (5) days of formal grievance presentation.)

AGGRIEVED
NAME _____

DATE OF FORMAL
PRESENTATION _____

SCHOOL _____

PRINCIPAL _____

Decision of Principal (or other Administrator) and Reasons Therefore:

Signature of Aggrieved, Acknowledging
Receipt of Response

Signature of Respondent

Date of Receipt

Date of Decision

SCHEDULE 1 (3)

GRIEVANCE NO. _____

DECISION BY THE NEXT ADMINISTRATIVE LEVEL (LEVEL TWO)

(To be completed by this Administrator and presented to the Association within five (5) days.)

AGGRIEVED
NAME _____

DATE OF FORMAL
PRESENTATION _____

Date appeal Received by this Administrator

Signature of Administrator
Acknowledging Receipt

Decision of this Administrator and Reasons Therefore:

Signature of Aggrieved, Acknowledging
Receipt of Response

Signature of This Administrator

SCHEDULE 1 (4)

GRIEVANCE NO. _____

REVIEW BY SUPERINTENDENT OF SCHOOLS (LEVEL THREE)

The Superintendent or his appointee shall meet with the representatives of the Association within five (5) days of the submission of the matter to him.

The Superintendent shall upon conclusion of the hearing submit this decision to the Association within five (5) days.

Date Appeal Received By
Supt. of Schools _____

Date Hearing Held by
Supt. of Schools _____

Signature, Acknowledging Receipt

Signature, Acknowledging Hearing

Signature, Aggrieved,
Acknowledging Hearing

Decision of Superintendent of Schools and Reasons Therefore:

Signature of Aggrieved, Acknowledging

Signature of Superintendent of Schools Receipt

Date of Receipt

Date of Decision

SCHEDULE 2

DAKOTA COMMUNITY UNIT DISTRICT NO. 201
DUES DEDUCTION AUTHORIZATION FORM

Authorization for payroll deduction for Education Association dues.

First Name	Initial	Last Name	Employee Payroll #
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I hereby request and authorize the Board of Education of Dakota Community Unit District 201, as my remitting agent, to deduct from my earnings each month a sufficient amount to provide for the monthly payment of the prevailing rate of dues, which amount is to be remitted each month for me and on my behalf to the Treasurer of Dakota Education Association.

It is understood that this authorization shall begin on the October payroll period following this date and shall continue through July from the date hereof.

The Board incurs no liability concerning this authorized action.

Date _____

Signature _____

Social Security # _____