

**Negotiated Contract  
of  
Dieterich Community Unit #30**

**2016 – 2017**

**2017 – 2018**

**2018 - 2019**

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## **ARTICLE I – RECOGNITION**

- 1.1 The Board of Education of Community Unit School District #30 of Effingham County, Illinois, hereinafter referred to as the “Board” recognizes the Dieterich Education Association, hereinafter referred to as the “Association,” as the sole and exclusive negotiating agent for all certified employees of the District for the purpose of this Agreement.
- 1.2 The term “teacher” as used in the Agreement shall refer to all certified teaching employees of the District except the superintendent, principals, assistant principals, teacher aides, or any other administrative personnel having the authority to either hire, evaluate, discipline, dismiss or make recommendations regarding hiring, evaluation, discipline or dismissal of teachers.
- 1.3 Definitions
- A. The term “days”, when used in this Agreement, shall mean days on which the school business office is open.
- B. The title “Superintendent”, when used in this Agreement, shall mean the Superintendent of Schools or the superintendent’s designee.
- C. The term “school term”, when used in this Agreement, shall mean that period beginning with the opening day of school and extending through the closing day of school.
- D. The term “school year”, when used in this Agreement shall mean the district’s fiscal year which begins on July 1 and extends through the following June 30.

## **ARTICLE II - NEGOTIATIONS PROCEDURE**

- 2.1 The Board agrees to negotiate with the Association regarding wages, hours, or conditions of employment, but the Board will not bargain over matters of inherent managerial policy as that term is defined in Section 4 of the Illinois Educational Labor Relations Act.
- 2.2 The Board or designated representatives of the Board and the members of the Association or designated representatives of the Association shall constitute a negotiating committee. Each party shall select its own representatives on the negotiating committee.
- 2.3 It is the mutual responsibility of the Board and the Association to confer upon their representatives the necessary power and authority to make proposals, make counter-proposals in the course reduced to writing and shall be presented to the Board and Association for ratification.
- 2.4 Declaration of Impasse: After all proposals have been thoroughly discussed and forty-five (45) calendar days prior to the opening of school, if the parties are unable to further resolve their differences, either party may declare in writing that impasse exists and call for a mediator.
- 2.5 Impasse Procedure: In the event of Declaration of Impasse, the Federal Mediation and Conciliation Service shall be used; should this service be unavailable, the parties shall mutually agree upon a replacement from a list provided by the Illinois Educational Labor Relations Board (IELRB). The mediator shall meet promptly with the parties or their representatives, either jointly or separately, and shall take such steps as he/she may deem appropriate to persuade the parties to resolve their differences and effect a mutually acceptable agreement. The mediator shall not, without the consent of both parties, make findings of fact or recommend terms of settlement. Cost for consultants chosen by any party shall be paid by that party. The cost of the mediator shall be shared equally by the Board and the Association.

### ARTICLE III - GRIEVANCE

- 3.1 Definitions - Any claim by the Association or any teacher that there has been violation of the terms of this agreement shall be a grievance.
- 3.2 Informal Procedure - The parties hereto acknowledge that it is usually most desirable for a teacher and the teacher's immediate involved supervisor to resolve problems through free and normal communications. If, however, the informal process fails to satisfy the teacher or the Association, a grievance may be processed as follows:
- 3.3 Formal Procedure
- A. Step One: The teacher or the Association may present the grievance in writing to the immediate involved supervisor, who will arrange for a meeting to take place within ten (10) days after receipt of the grievance. Such grievance shall be submitted within ten (10) days of the occurrence of the grievance or within ten (10) days of when such occurrence should reasonably have become known. Within ten (10) days of the meeting, the teacher and the Association shall be provided with the supervisor's written response.
- B. Step Two: If the grievance is not resolved at Step One, then the teacher or Association may refer the grievance in writing to the Superintendent or designee within five (5) days after receipt of the Step One answer. The Superintendent or designee shall arrange for a meeting to take place within five (5) days of receipt of the appeal. Within ten (10) days of the meeting, the teacher or Association will be provided with the written response of the Superintendent or designee.
- C. Step Three: If the teacher or Association is not satisfied with the disposition of the grievance at Step Two or the time limits expire without the issuance of the Superintendent's written reply, the teacher or Association may submit the grievance to binding arbitration. The American Arbitration Association shall act as the administrator of the proceedings. If a written demand for arbitration is not filed within fifteen (15) days of the date for the Step Two answer, then the grievance shall be deemed withdrawn. Each party shall have the right to present in the arbitration hearing such witnesses and documents as deemed necessary to develop facts pertinent to the grievance. The arbitrator shall consider and decide only the specific issues submitted to him/her interpretation of the meaning or application of the meaning or application of the specific terms of the Agreement to the facts of the grievance presented.
- 3.4 General Provisions
- A. If either party requests a transcript of the proceedings, that party shall bear the full cost for that transcript. If both parties order a transcript, the cost of the transcripts shall be divided equally between the Board and the Association.
- B. The grievant is allowed representation of his/her choosing at any step of the process.
- C. If the teacher is required by the Superintendent or arbitrator to be involved in the processing of a grievance during school hours, he/she shall be excused for such purposes without loss of pay. When a teacher is not represented by the Association, the Association may be present as an observer in all formal hearings and shall receive copies of the grievance and decisions.
- D. The time limits specified in this procedure may be extended in any specific instance by mutual agreement in writing.
- E. A grievance may be withdrawn at any level without establishing precedent and if withdrawn shall be treated as though never having been filed.

- F. The failure of the employee or Association to act within the time limits set forth shall preclude further appeal of the grievance. Upon failure of the supervisor, prescribed in this Article, the grievance shall be advanced to the next highest level.
- G. If the teacher or Association and Superintendent agree, Step One of the grievance procedure may be bypassed, and the grievance brought directly to Step Two.
- H. No reprisals will be taken for the processing or participation in any grievance.
- I. If a grievance proceeds to Step Three, the cost of the arbitrator select shall be shared equally by the parties.

#### **ARTICLE IV - EVALUATION**

- 4.1 On the first day of the school year, the building principal shall discuss the evaluation process with all teachers who are scheduled to be evaluated during the school year.
- 4.2 The purpose of the evaluation is to provide the teacher with assistance to improve the quality of teaching and to eliminate difficulties noted during observations.
- 4.3 A non-tenured teacher shall be evaluated each school year during their probationary teaching service. The evaluation shall consist of a minimum of two (2) formal observations and one (1) informal observation. The evaluator may observe a non-tenured teacher more frequently as needed. The evaluator shall make an effort to complete the evaluations by March 1 of each year.
- 4.4 The tenured teacher shall be formally evaluated once every other school year. The evaluation shall consist of a minimum one (1) formal observation and one (1) informal observation. The evaluator may observe the tenured teacher more frequently as needed. The evaluator will make an effort to complete the evaluation by March 1.
- 4.5 Each observation shall be followed by a post-observation conference within five (5) school days at which time a written report will be discussed and signed by both parties. The final observation will be followed by a post-observation and summative conference within five (5) school days, at which time the teacher will be provided with a final, written summative report. If the teacher feels the written summative report is incomplete, inaccurate, or unjust, he/she may put objections in writing, within five (5) school days of receipt of the summative evaluation report, which shall be attached to the report and placed in the personnel file.
- 4.6 Two copies shall be made of each written report. One copy is to be given to the teacher, and one is to be placed in the teacher's file.
- 4.7 All formal observation visits, preceded by a pre-observation conference, will require a twenty-four (24) hour notification. If a visitation must be rescheduled, the twenty-four (24) hour notification still applies.
- 4.8 **TEC - Teacher Evaluation Committee**  
A committee shall be established with three (3) members appointed by the association, and three (3) members appointed by the board and administration. This committee shall meet to evaluate and revise the plan and instrument as needed, but at least once annually. The committee shall come to decisions by consensus on the procedures for evaluating teachers and matters concerning student growth. For additional information refer to Unit's student growth component of the Teacher Evaluation Procedure.

- 4.9 Any grievance filed relative to teacher evaluations shall be limited to violations of the procedures for evaluating teachers which includes violations of the procedures included in the Evaluation Plan as well as the specific contractual language listed herein. A teacher's disagreement with his or her final summative rating shall not be the subject of a grievance.

#### **ARTICLE V - CONTINUING LENGTH OF SERVICE**

- 5.1 "Continuing Length of Service" (previously "Seniority") shall be defined as the length of an employee's continuous full-time service within the district. Said service shall be computed from the first day of work of current employment within the district. The "first day of work" shall be defined as the day the employee is hired by the Board.
- 5.2 The employee shall continue to maintain tenure status when the employee has achieved tenure status while working on a full time basis, and 1) the Board grants a request to work on a part-time basis; or 2) the employee has been reduced to part-time status due to reduction in force because of economic reasons or a change of course offerings for which the employee is qualified to teach.
- 5.3 Continuous Service List: The Board shall provide annually each employee with a statement listing their position on the Continuous Service List and transmit a copy of same to the Association on or before November 1. The Continuous Service list shall show the following for each employee:
- A. Date of first day of work as defined above in Section 5.1
  - B. The computed amount of Continuous Service, including current years as of the beginning of the school year
  - C. If Continuous Service is equal between two or more teachers as determined above, the following criteria shall be used in determining which teacher(s) shall be placed higher on the Continuous Service List by the board:
    - 1) Placement shall be determined by the greater number of years of teaching service to the District regardless of whether or not the service is continuous.
    - 2) If the total years of service to the district above are equal, then placement shall be determined by the teachers' approved horizontal position on the salary schedule. The teacher with the highest approved horizontal position shall be listed first.
    - 3) If the total years of service and the approved horizontal position on the salary schedule are equal, placement shall be determined by lot.
  - D. Each Employee shall have until November 15, or the first school day thereafter, to file written objections to the continuous service computation which shall specify the alleged error in the continuous service computation. The Employee cannot thereafter challenge the computation for that school year. The administration will post a final list no later than seventy-five (75) calendar days prior to the last student attendance day.
- 5.4 RIF Procedure: Whenever it is deemed necessary by the Board to reduce personnel, the reductions shall be made pursuant to Section 24-12 of The School Code of Illinois.
- A. Distribution of Order of Honorable Dismissal List: The proposed Order of Honorable Dismissal List will be provided to the Association President no later seventy-five (75) calendar days prior to the last student attendance day, along with a notification to each Employee of the placement(s) for which they are qualified. The final list will be provided to the President no later than forty-five (45) days before the last student attendance day with a notice to any individual whose placement on the list has changed from the placement on the proposed list.
  - B. Meeting with Affected Employees: The administration will meet with the employee or employees for whom a notice of honorable dismissal or reduction will be presented to the Board prior to the Board meeting at which it will be adopted to advise the employee of the proposed reduction or

honorable dismissal. A representative of the Association will be allowed to attend such meetings.

- C. Recall notice and response shall be as set forth in Section 24-12 of The School Code.
- D. Job qualifications: The employer will provide copies to the Association of all job descriptions which list qualifications that were in effect on May 10, 2012, and will provide the Association with any proposed change in said qualifications no later than April 10th of each year in which they are to be proposed.
- E. Joint Committee on Honorable Dismissal (RIF Committee): The Joint RIF Committee shall meet annually by December 1 of each school year. The RIF Committee will consist of three (3) representatives of the employer and three (3) representative of the Association. The parties will notify each other of their representation no later than October 1 following the ratification of the contract, and those appointed to the committee shall remain on the committee until and unless the party notifies the other of a change in their appointments. The Committee shall make decisions by a majority vote of the appointed representatives.

## **ARTICLE VI - LEAVES**

### 6.1 Sick Leave

- A. Each teacher shall be granted twelve (12) sick leave days per school year. Sick leave shall be interpreted to mean personal illness, quarantine at home, serious illness or death in the immediate family or household, birth and adoption or placement for adoption. For purposes of this Article, immediate family shall be defined as parents, spouse, brothers, sisters, children, stepchildren, grandparents, grandchildren, step grandchildren, parents-in-law, brothers-in-law, sisters-in-law and legal guardians.
- B. Unused sick leave shall accumulate up to a maximum of three hundred and forty (340) days.
- C. At the beginning of school term, each teacher shall be furnished a written statement setting forth the amount of sick leave available during the current school term.
- D. A running total of used and accumulated leaves shall appear on each employee's pay statement.

- 6.2 Bereavement Leave: Teachers may request leave of absence with pay for deaths in other than the immediate family (as defined in sick leave herein). Such requests must be made in writing to the Superintendent. Approval of such leave shall be at the discretion of the Superintendent. If approved, the days so used shall be deducted from the requesting teacher's sick leave.

- 6.3 Jury Duty: The Board shall pay the regular salary to teachers called for jury duty but shall deduct any compensation received for such duty. The Board shall also pay the regular salary to teachers subpoenaed to testify in the course of their employment or in their professional capacity.

- 6.4 Extended Leave of Absence without Pay: Leaves of absence may be granted without pay to teachers who desire to return to employment in a similar capacity at a time mutually consistent with the needs of the district. The contractual continued service status of the person on leave shall not be affected. Absence during a granted leave shall not be construed as a discontinuance of service for any purpose. Teachers who render 90 or more days a year will progress on the salary schedule. Each approved leave of absence shall be of the shortest possible duration required to meet the purpose for the leave consistent with a reasonable continuity of instruction for students. Leaves of absence without pay for not more than one (1) year may be granted to tenured teachers according to the following conditions:

- A. Written requests for leave of absence without pay should be made at least three (3) months before the leave is desired, subject to approval by the Board.
  - B. Dates of departure and return must be acceptable to the administration and determined prior to initiating the request.
  - C. Leaves may be granted for:
    - 1) Advanced study leading to a degree in an approved university with prior approval of the Board.
    - 2) Other reasons acceptable to the Board, which will improve the educational program in the District.
  - D. Leaves must be granted for:
    - 1) Military service
    - 2) Maternity or Paternity/parental
    - 3) Public Office
    - 4) Service as a staff member or officer of IEA or NEA
  - E. Employees on such leave may continue insurance benefits, if the carrier permits, if they reimburse the District for the full cost of benefit for which they apply.
- 6.5 Unpaid Leave: At the sole discretion of the Board or Superintendent, teachers may receive up to three (3) school days per year without pay. To be eligible, the teacher must submit his/her request in writing, in advance of five (5) working days prior to the day(s) of the requested leave.
- 6.6 Personal Leave
- A. Full-time teachers with less than ten (10) years experience in the district will be granted two (2) personal leave days annually, and full-time teachers having completed ten (10) or more years in the district will be granted three (3) personal leave days annually. Personal leave must be used in increments of one-half (1/2) day or full days (1). One half day (1/2) day shall consist of three and one half (3 ½) clock hours, not including lunch.
  - B. Requests for personal leave must be in written form two (2) days in advance of the requested day and are to be approved by the Superintendent or his designee. In case of an emergency, the teacher must inform the district of his or her absence but will not have to give advanced written notice; however, he/she must submit the written request no later than the first day he/she returns to work after the Personal Leave Day was taken.
  - C. Requests for personal leave shall be granted on a first-come, first-served basis and limited to three teachers on any day of the school calendar and two teachers immediately before or after a holiday. No personal leave request shall be granted during the first five and last five workdays of each semester. Requests beyond the limited amounts will be given standby status and will be granted in order of submission as cancellations from the granted requests permit. The Superintendent, at his or her sole discretion, may waive any of the restrictions of this Section for circumstances beyond the control of the teacher.
  - D. Full-time teachers with less than ten (10) years of experience in the District may accumulate up to three (3) days of unused personal leave. Any unused personal leave remaining at the end of a school year shall be added to the teacher's accumulated sick leave. Full-time teachers with less than ten (10) years of experience in the District may carry over one (1) unused personal day resulting in three (3) personal days for the following school year. Full-time teachers with ten (10) or more years of experience in the District may carry over unused personal days resulting in four (4) personal days for the following school year.
- 6.7 Teacher-Requested Professional Leave: The Board shall grant at least three professional leave days per school year, per teacher, to attend conferences or workshops. These days shall relate to



the individual's teaching area to further student achievement in general and/or achievement on state assessments. These professional leave days shall be at the request of the teacher and shall be subject to approval by the building principal. If denied, a written denial will be provided to the teacher with reason for the denial.

#### **ARTICLE VII - TEACHER AND ASSOCIATION RIGHTS**

- 7.1 The Board agrees that it will not discriminate against any teacher with respect to hours, wages, terms or conditions of employment by reason of the teacher's membership in any professional organization or participation in any grievance.
- 7.2 A copy of the agenda and approved minutes for all Board meetings shall be provided to the Association at the same time the Board is provided their copy. Upon request, the Association will be provided regular and routine Board-prepared information concerning the financial condition of the district, including the annual financial statement, annual audit report, treasurer's report and adopted budget. The Board will provide the Association one copy of the financial documents free of charge. Nothing herein shall require the Board to research and assemble information. Information requested shall be provided within a reasonable amount of time, but not to exceed ten (10) days.
- 7.3 The Board shall, upon the written request of a teacher, withhold from the compensation of that teacher, the membership dues of such teacher payable to any professional teacher's organization. Under such agreement, an amount shall be withheld from each regular payroll period from September through May which is equal to the prorated share one-ninth (1/9) of the annual membership due, and the Board shall pay such withholdings to the specified professional organization. Teachers employed after the beginning of the school year shall have their prorated Association dues deducted equally from the remaining checks through the month of May. The Board shall be held harmless as long as it properly makes the dues deduction.
- 7.4 Unless prohibited by law, teachers shall be made aware of complaints directed toward them by members of the community where such complaints might reasonably be expected to be the basis for discipline of the teacher. A copy of any written complaint shall be given to the teacher within three (3) days.
- 7.5 The Association may request Association leave. Such requests shall be in writing to the Superintendent. Association leave shall be granted upon request not to exceed a total of six (6) teacher responsibility days district-wide per year. The Association will reimburse the district the cost of substitutes, providing three substitute teachers per day maximum.

### **ARTICLE VIII - STAFF SCHEDULE, SPECIAL DISMISSALS & SCHEDULE DEVIATIONS**

- 8.1 Full Attendance Day  
Staff is required to be present 8:00 a.m. to 3:40 p.m. on full student attendance days.
- 8.2 Parent-Teacher Conferences  
During the week following the first quarter, students will attend a full day of school on Thursday, and conferences will take place from 4:30-8:00 p.m. Friday, students will not be in attendance, and conferences will be scheduled from 8:00 a.m.-12:00 p.m. Staff will be dismissed at 12:00 p.m.
- 8.3 Teacher Institute  
On teacher Institute days, prior to Winter/Summer break, staff governed by this contract will be dismissed when grades are completed and approved by administration and no earlier than 12:00 p.m. and no later than 3:00 p.m. On other teacher institute days staff governed by this contract will be dismissed no later than 3:00 p.m.
- 8.4 Thanksgiving Dismissal  
On the Wednesday, prior to Thanksgiving Day, teachers shall be dismissed at 2:00 p.m., ten (10) minutes after student dismissal.
- 8.5 School Calendar  
The development of the school calendar is at the sole discretion of the Board of Education of Dieterich Community Unit School District No. 30. As a courtesy to Unit 30 staff, calendar options will be open for discussion and staff input.

### **ARTICLE IX - REPORT CARDS**

- 9.1 Grades/Comments for First and Third Quarters
- A. For the first and third quarters of the school year, K12 teachers will post grades/comments by noon of the third school day after the end of the first and third quarters.
  - B. For the second and fourth quarters of the school year, on the workshop day following semester exams, all K12 teachers will have no less than three consecutive hours before noon to complete semester grades/comments.
  - C. For the fourth quarter grades/comments for graduating seniors and eighth grade students will be posted as requested by the administration.
- 9.2 Report Card Distribution: Scheduled distribution of hard copies of report cards will be no sooner than two (2) days after the posting of grades.

### **ARTICLE X - COMPENSATION AND BENEFITS**

- 10.1 The salary of all teachers covered by this agreement will be in accordance with the attached salary schedules.
- 10.2 Payroll Procedure
- A. Paychecks will be electronically deposited twice monthly on the fifteenth (15) and the twenty-eighth (28).
  - B. During the school term, with the exception of the second check in December, if the regular pay date falls on a work day when school is not in session. Paychecks will be electronically deposited on the last teacher workday prior thereto.

- C. Upon written request of the teacher, authorization may be granted for payroll deductions in addition to those required legally and by this agreement.
- D. When a teacher earns sufficient credits to advance horizontally on the salary schedule, such adjustments in the teacher's salary shall be made at the beginning of the school year. In order to receive the salary adjustment, the teacher must file with the District a request in writing for the salary adjustment on or before September 1, and an official transcript of college credit must be received in the Superintendent's Office on or before September 25; both of which must be placed on file prior to salary adjustment.
- 10.3 Board-Paid Insurance: As part of the salary schedule, the Board paid insurance will be as follows (not to exceed the actual cost of coverage):
- |           |                 |
|-----------|-----------------|
| 2016-2017 | \$380 per month |
| 2017-2018 | \$390 per month |
| 2018-2019 | \$400 per month |
- Patient Protection and Affordable Care Act: If at any time during the term of this agreement, a change in federal or state laws or regulations becomes effective which affects the cost of availability of any of the employee benefits offered under this agreement, the parties agree to reopen the agreement for the express limited purpose of renegotiating the affected provisions. This paragraph in no way waives any other right, obligation or duty to bargain that may exist.
- 10.4 Pro Ratio: Part-time teachers will be paid on a pro rata basis. For example, a part-time teacher on the current eight (8) period instructional day at the secondary level would be paid one-eighth (1/8) for each period of teaching.
- 10.5 Part-Time Employees
- A. May opt to attend teacher workshops that fall out of their assigned duty days with pay appropriate to the length of the workshop.
- B. Shall receive the same insurance and other benefits as full time employees except for sick leave and personal leave which shall be prorated to match their work day. Current accumulated sick leave and personal leave shall remain as equivalent full day credit.
- C. Shall be exempt from required class sponsorships and coaching positions that are not directly related to his/her teaching assignment.
- D. Shall be given preferred selection for substitute teaching outside of their normal work day when circumstances warrant.
- 10.6 Teachers will agree to cover one (1) class during their preparation time unpaid. Thereafter, Teachers will receive twenty (\$20.00) dollars for each class covered resulting in a loss of a preparation time period. Teachers have the right of refusal when utilization of preparation time results in a hardship for said teacher. Requests for covering another staff's class must come from an administrator and as early as possible, understanding that in emergency situations teachers may be required to cover someone else's class immediately. All missed prep hours, including the first one, must be reported to the administration within two (2) school attendance days from the missed prep hour.
- 10.7 When a teacher uses her or his personal vehicle for district business, the teacher shall be reimbursed for mileage at the IRS rate at the time of the travel.
- 10.8 Tuition Reimbursement: Any member of the bargaining unit may apply for a tuition reimbursement grant. To be eligible to receive such a grant, the teacher shall:

- A. Apply in writing to the Superintendent no later than September 1 for the fall term, no later than February 1 for the spring term, and no later than June 1 for the summer term of any school year. Approval shall be at the discretion of the Superintendent and must be obtained before the remainders of the conditions herein below are met and before any tuition reimbursement grant may be awarded.
  - B. Demonstrate enrollment in an accredited and approved institution for higher education.
  - C. Demonstrate completion of the course work previously approved by the Superintendent by production of a transcript/grade card showing the course work successfully completed with a grade of B or better.
  - D. The total amount of tuition reimbursed by the district during a school year shall not exceed four thousand (\$4,000) dollars. A school year shall be defined as summer through spring semesters.
  - E. If the above conditions are met, a teacher approved for a tuition reimbursement grant shall receive an amount not to exceed the cost of tuition, or three hundred dollars, whichever is less per semester. A teacher may not receive more than nine hundred dollars in any school year. The grant award may be less than three hundred (\$300) dollars per semester if the number of teachers wanting a grant is greater than the money allocated.
  - F. Total grant money will be equitably distributed among all teachers requesting tuition reimbursement during the June payroll period. All completed coursework grades, tuition bills and tuition payment receipts must be turned in to the Unit Office by June 7.
  - G. In the event that a teacher voluntarily leaves the District after receiving tuition reimbursement, the teacher shall repay the district for any tuition reimbursement received less than three years from the date of separation.
- 10.9 Professional Extra Duty Pay: Professional duties beyond the normal workday for a teacher shall be compensated at the rate of twenty-two (\$22) dollars per hour for professional duties. Such professional duties include, but are not limited to: summer school, mentoring, 21 Keys and technology training. ROE workshops shall not be considered Professional Duties. All extra hours must be approved in advance by the principal or superintendent.
- 10.10 Retiring Teacher Salary Enhancement Program  
An employee tendering an irrevocable letter of resignation in conformance with the following conditions shall be eligible for a retirement incentive in up to each of his or her final three (3) years of teaching service subject to the following conditions:
- 1) The teacher shall have a minimum of ten (10) years of full-time service in the Dieterich School District and fifteen (15) years creditable TRS service in the State of Illinois by the intended date of retirement.
  - 2) The teacher entered into Teachers' Retirement System membership prior to January 1, 2011.
  - 3) The teacher shall be at least sixty (60) years of age or will have at least thirty-five (35) years of creditable service upon his or her last day of service to the District and will not retire under the statutory Early Retirement Option causing the District to have to pay a penalty or other monies constituting a surcharge to the Teachers' Retirement System.
  - 4) The teacher shall have tendered to the Board a binding, irrevocable resignation and application for the award. The teacher's notice may be given up to three (3) years prior to retirement or by September 1 of the year up to and including the school year of retirement. The pre-retirement period may be from one (1) to three (3) years in length depending upon the date the letter of resignation and award application is received by the Board and the specified date of retirement.

5) In emergency situations, a teacher may submit to the Board a written request to withdraw the irrevocable letter of retirement and resignation. Acceptance of the request is at the sole discretion of the Board. Should the Board accept the request to withdraw the irrevocable letter of retirement and resignation, the previously retiring teacher shall be required to sign a payroll deduction authorization form to repay the retirement incentive. The repayment shall be made over the same number of years that the retirement incentive had been received. The amount of each repayment shall be an average of the retirement incentive annual amounts. Said repayments shall be made no later than June 15 for the applicable number of repayment years until such time the retirement incentive money has been repaid in full or no later than the teacher's last day of employment, whichever is sooner.

A. In exchange for the teacher's binding, irrevocable resignation, the District agrees to remove the teacher from the salary schedule and for each year of eligibility the teacher's creditable earnings will be increased by five percent (5%) over the teacher's reportable creditable earnings for the prior year of employment. For purposes of this calculation, the previous year's creditable earnings shall not include the District's TRS contribution made on behalf of the teacher, and the calculation each year may be rounded down to the nearest five (\$5.00) dollars to avoid possible TRS penalties. The District may, in its sole discretion, limit the number of teachers who retire under this plan in any year to two (2) teachers who are eligible for this benefit. In the event of any limitation in the program, the teacher with the greatest District seniority shall have the participation option. The District and the teacher agree to execute a Retirement Award Agreement that governs the payment of the retirement award.

Example:

A teacher applies for the award one year before retirement. The teacher's creditable earnings for the prior school year were \$40,000. The teacher's final year creditable earnings will be \$42,000 ( $\$40,000 \times 1.05 = \$42,000$ ).

A teacher applies for the award three years before retirement. The teacher's creditable earnings for the previous school year were \$40,000. The teacher's first year creditable earnings will be \$42,000 ( $\$40,000 \times 1.05 = \$42,000$ ). The teacher's second year creditable earnings will be \$44,100 ( $\$42,000 \times 1.05 = \$44,100$ ). The teacher's final year creditable earnings will be \$46,305 ( $\$44,100 \times 1.05 = \$46,305$ ).

B. If a teacher has an extra duty obligation at the commencement of the retirement incentive program and ceases to perform those services during the retirement incentive program period, the calculation of the teacher's five percent (5%) increase shall be reduced by the amount of the extra duty compensation.

Example:

A teacher applies for the award three years before retirement. The teacher's creditable earnings for the previous school year were \$40,000. The teacher's first year creditable earnings will be \$42,000 ( $\$40,000 \times 1.05 = \$42,000$ ). The teacher's second year creditable earnings will be \$44,100 ( $\$42,000 \times 1.05 = \$44,100$ ). The teacher ceases to perform an extra duty assignment in his or her final year of employment for which he or she would have been paid \$2,000. The teacher's final year creditable earnings will be \$44,205 ( $\$44,100 - \$2,000 \times 1.05 = \$44,205$ ).

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

E. If a teacher retires under the statutory Early Retirement Option causing the District to have to pay a penalty or other monies constituting a surcharge to the Teachers' Retirement System, the District shall be entitled to damages for breach of contract against the Teacher in an amount

equal to the retirement award payment received by Teacher, including tax and retirement withholdings. Upon complete reimbursement, the Teacher shall be entitled to any general wage increase, which would have been applicable during the pre-retirement period. The District and the Association will arrange a mutually agreeable repayment plan.

- F. In the event the retirement award provided for in this article would cause the District to have to pay a penalty or other monies constituting a surcharge to the Teachers' Retirement System, or would conflict with any state statute or final rule or regulation promulgated by the Teachers' Retirement System, the provisions of this section shall become void, and the parties agree to bargain changes necessary to correct any defect created by this incentive.
- G. Teachers should not rely upon the continuation of this retirement incentive award payment program in subsequent collective bargaining agreements. Unless the parties agree to continue this Section in a subsequent collective bargaining agreement, the forgoing benefits will be denied to those who have not applied for such benefits prior to the expiration of this agreement.
- H. In no event will a teacher who is less than three (3) years from retirement eligibility receive an increase in total, reportable TRS creditable earnings in excess of six percent (6%) of the prior year's total, reportable TRS creditable earnings, unless any of the statutory exceptions enacted by P.A. 94-1057 to The Illinois Pension Code become applicable.
- I. ERO (Early Retirement Option):  
If the state legislature acts to reactivate the present ERO Law after June 2016, the following language will apply. The District may limit the number of employees who may use ERO. The District must permit at least ten percent (10%) of ERO eligible employees to exercise the ERO option. In all cases, if a limit is imposed, eligibility will be based on seniority in the service of the employer (not total TRS credit).

J. RETIREMENT AWARD AGREEMENT

This Agreement is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, by and between Dieterich Community Unit School District 30 (hereinafter "Employer" or "District") and [insert teacher's name] (hereinafter "Teacher") to establish the rights of Teacher to a retirement award payment from the Employer. It is expressly understood that this Agreement confirms the rights given to Teacher under the 2016 - 2019 collective bargaining agreement between the Dieterich Education Association and the Employer. This Agreement does not alter in any way a Teacher's right to any other benefits provided by the Employer via the collective bargaining agreement or other agreements. Such benefits may include, but are not limited to, medical insurance, dental insurance, health insurance, life insurance or a deferred compensation contribution.

- 1) The Teacher shall receive a retirement award payment upon submission of his/her irrevocable notice of intent to retire. Payment of the award is to be made pursuant to the terms of the Employer's collective bargaining agreement with the Dieterich Education Association.
- 2) The Teacher's retirement award will consist of a detailed amount of benefits and how the benefits will be paid; i.e., last paycheck and post-retirement or spread out over pre-retirement period, subject to the six percent (6%) creditable earnings limitation.
- 3) Upon the intended date of retirement, Teacher will meet the conditions listed in Article 10.9 of the collective bargaining agreement and will not retire under the statutory Early Retirement Option causing the District to have to pay a penalty or other monies constituting a surcharge to the Teachers' Retirement System. If Teacher fails to complete the pre-retirement period, leaves the District prior to the designated retirement date or otherwise retires under the statutory Early Retirement Option causing the District to have to pay a penalty or other monies constituting a surcharge to the Teachers' Retirement System, the District shall be entitled to damages for breach of contract against the Teacher in an amount equal to the retirement award payment received by Teacher, including tax and retirement withholdings.
- 4) The retirement award payment referenced herein is offered only as an incentive or bonus for retirement and does not represent compensation for services rendered by Teacher during his or her tenure with the District.
- 5) All payments made under the Teacher's retirement award will be made and paid following all applicable Federal and Illinois statutes, laws, and regulations.
- 6) Teacher shall not borrow against or assign the right to receive payments under this contract.
- 7) The laws of Illinois will apply to any disputes that arise under this contract.

\_\_\_\_\_  
For the Employer

\_\_\_\_\_  
Teacher

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
For the Association

\_\_\_\_\_  
Date

**ARTICLE XI - EFFECT OF AGREEMENT**

- 11.1 Complete Understanding: The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. The terms and conditions may be modified only through the written consent of the parties.
- 11.2 Savings Clause: Should any article, section, or clause of this agreement be declared illegal by a court of competent jurisdiction, then the article, section or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles and clauses shall remain in full force and effect.
- 11.3 No Strike: During the term of this Agreement and any extension thereof, no employee covered by this Agreement, nor the Union, nor any person acting on behalf of the Association shall ever or at any time engage in, authorize, or instigate any picketing, any recognition of any picket line at the School District's premises, any strike, slowdown or other refusal to render full and complete services to the Board. The staff cannot be locked out for the duration of this contract.
- 11.4 Individual Contracts: If the Board enters into any individual contract or employment agreement with a teacher, such contract or employment agreement shall reflect the terms of this Agreement.
- 11.5 Terms of Agreement: This Agreement shall be effective August 2, 2016 and continue in effect until June 31, 2019.



## ARTICLE XII - ASSOCIATION DUES AND FAIR SHARE

- 12.1 The Board shall, upon the written request of a teacher, withhold from the compensation of that teacher, the membership dues of such teacher payable to any professional teacher's organization. Under such agreement, an amount shall be withheld from each regular payroll period from September through May which is equal to the prorated share one-ninth (1/9) of the annual membership dues, and the Board shall pay such withholdings to the specified professional organization. Teachers employed after the beginning of the school year shall have their prorated Association dues deducted equally from the remaining checks through the month of May. The Board shall be held harmless as long as it properly makes the dues deduction.
- 12.2 Each teacher, as a condition of his/her employment on or before thirty (30) days from the day of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Association or pay a fair share fee to the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state, and national dues.
- 12.3 In the event that the teacher does not pay his/her fair share fee directly to the Association by September 30 of the school year, or by the first payroll date of the school year, the Union will notify the Board, and the Board shall deduct the fair share fee from the wages of the non-member.
- 12.4 Such fee shall be paid to the Association by the Board no later than ten (10) days following deduction.
- 12.5 In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such actions, at its own expense and through its own counsel, provided the Employer notifies the Association in writing of such action within a reasonable amount of time that will allow the Association to respond to the claim within the time frames prescribed by law, and the Employer cooperates with the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.
- 12.6 The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article. It is expressly understood that this save harmless provision will not apply to any claim, demand, suit, or other form of liability which may arise as a result of any type of willful or wanton misconduct by the Board.
- 12.7 The obligation to pay a fair share fee will not apply to any employee who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such employee is a member, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collection of the entire fee, the Association will make payment on behalf of the employee to a mutually agreeable non-religious charitable organization as per Association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.
- 12.8 Nothing contained herein shall preclude the Association from grieving a violation of this Article.

### ARTICLE XIII - EXTRA-CURRICULAR

- 13.1 Procedures
- A. Extra-Curricular Activity sponsorships and coaching positions listed in Appendix B shall be filled first by applicants from the bargaining unit.
  - B. Positions shall be posted on the district website and in the teachers' lounge and workrooms for a minimum of seven (7) calendar days prior to being filled.
  - C. If after at least seven (7) calendar days, no qualified applicants from the bargaining unit have applied, openings may be advertised and filled from qualified applicants from the general public.
  - D. Applicants shall be notified of their acceptance or rejection no more than five (5) calendar days following the next scheduled board meeting.
  - E. Members of the bargaining unit will not be required to accept extra-curricular positions listed in Appendix B unless the position is asterisked or the District is unable to fill the position through lack of applicants from the bargaining unit and the general public. Members of the bargaining unit required to accept positions under this section shall be required to keep the position for no more than one calendar year from the date of appointment or until a qualified replacement has been found.
  - F. Resignations: Any Coach/Sponsor filling a position listed in Appendix B may resign from said position at any time. However, the Board may require the Coach/Sponsor to continue in their position until the end of the season and/or school year and up to one additional year or until a qualified replacement is found. Resignations for emergency situations may occur at any time. Emergency situations include health and any family issues covered under the family medical leave act.
  - G. Stipends: Stipends shall be disbursed as indicated in the Appendix B legend/table.
- 13.2 A coach or sponsor who does not complete the requirements for which a stipend is to be paid must forfeit that portion of the stipend which has not been earned.
- 13.3 The Extra Course Preparation stipend shall be given to any teacher who exceeds six different courses in any one day.
- 13.4 Class Sponsorship Coordination Committee  
A Class Sponsorship Coordination Committee shall be created consisting of the High School Principal, Athletic Director, two (2) teachers selected by the Association (DEA) and may include a parent and/or school board member. The Association president and superintendent shall be ex-officio members of the committee. The charge of the committee shall be to coordinate and select the activities and events for which the various classes and class sponsors shall be responsible. The committee shall seek out input from the class sponsors, parents, School Board, Association, Administration and others as is necessary.
- 13.5 Long-Distance Lab Teacher Stipend  
Any member of the collective bargaining unit that teaches a section or sections in which students from another district are enrolled via a long-distance learning lab, shall be paid an annual stipend equal to \$400 for the first section and \$200 per section thereafter. Additionally, the teacher shall be paid an annual stipend of \$200 for each additional district enrolled after one.
- 13.6 Ticket Taking Stipend: The District shall seek qualified applicants from the school and community. In the event that members of the bargaining unit are required by the district to fulfill this role, they shall be paid at a rate of eighteen (\$18) dollars per event with the exception of HS Boys and Girls JV/Varsity Basketball Games and HS Volleyball Games which shall be paid at a rate of twenty-five

(\$25) dollars per event and HS Boys and Girls Freshman-Sophomore/JV/Varsity Basketball Games shall be paid at a rate of thirty-two (\$32) dollars per event.

#### **ARTICLE XIV - SALARY SCHEDULE**

14.1 School Year 2016-2017

A. 0% additional funds added to the previous school year's salary schedule.

B. Certified staff will advance one step from the previous school year.

C. \$500 bonus will be award to certified staff at step 25 during 2015-2016 school year.

14.2 School Year 2017-2018

A. .25% additional funds added to the previous school year's salary schedule.

B. Certified staff will advance one step from the previous school year.

14.3 School Year 2018-2019

A. .50% additional funds added to the previous school year's salary schedule.

B. Certified staff will advance one step from the previous school year.

Appendix A - Salary Schedule (Includes TRS %)				
<b>2016-2017</b>				
<b>\$500 Bonus for 2015-16 Step 25</b>				
	<b>BA</b>	<b>BA+16</b>	<b>MA</b>	<b>MA+16</b>
0	\$31,725	\$32,720	\$33,715	\$34,710
1	\$32,570	\$33,647	\$34,701	\$35,710
2	\$33,415	\$34,574	\$35,687	\$36,710
3	\$34,260	\$35,501	\$36,673	\$37,710
4	\$35,105	\$36,428	\$37,659	\$38,710
5	\$35,950	\$37,355	\$38,645	\$39,710
6	\$36,795	\$38,282	\$39,631	\$40,710
7	\$37,640	\$39,209	\$40,617	\$41,710
8	\$38,485	\$40,136	\$41,603	\$42,710
9	\$39,330	\$41,063	\$42,589	\$43,710
10	\$40,175	\$41,990	\$43,575	\$44,710
11	\$41,020	\$42,917	\$44,561	\$45,710
12	\$41,865	\$43,844	\$45,547	\$46,710
13	\$42,710	\$44,771	\$46,533	\$47,710
14	\$43,555	\$45,698	\$47,519	\$48,710
15	\$44,400	\$46,625	\$48,505	\$49,710
16	\$45,245	\$47,552	\$49,491	\$50,710
17	\$46,090	\$48,479	\$50,477	\$51,710
18	\$46,935	\$49,406	\$51,463	\$52,710
19	\$47,780	\$50,333	\$52,449	\$53,710
20	\$48,625	\$51,260	\$53,435	\$54,710
21	\$49,470	\$52,187	\$54,421	\$55,710
22	\$50,315	\$53,114	\$55,407	\$56,710
23	\$51,160	\$54,041	\$56,393	\$57,710
24	\$52,005	\$54,968	\$57,379	\$58,710
25	\$52,850	\$55,895	\$58,365	\$59,710

Appendix A - Salary Schedule (Includes TRS %)				
<b>2017-2018</b>				
	<b>BA</b>	<b>BA+16</b>	<b>MA</b>	<b>MA+16</b>
0	\$31,804	\$32,802	\$33,799	\$34,797
1	\$32,651	\$33,731	\$34,788	\$35,799
2	\$33,499	\$34,660	\$35,776	\$36,802
3	\$34,346	\$35,590	\$36,765	\$37,804
4	\$35,193	\$36,519	\$37,753	\$38,807
5	\$36,040	\$37,448	\$38,742	\$39,809
6	\$36,887	\$38,378	\$39,730	\$40,812
7	\$37,734	\$39,307	\$40,719	\$41,814
8	\$38,581	\$40,236	\$41,707	\$42,817
9	\$39,428	\$41,166	\$42,695	\$43,819
10	\$40,275	\$42,095	\$43,684	\$44,822
11	\$41,123	\$43,024	\$44,672	\$45,824
12	\$41,970	\$43,954	\$45,661	\$46,827
13	\$42,817	\$44,883	\$46,649	\$47,829
14	\$43,664	\$45,812	\$47,638	\$48,832
15	\$44,511	\$46,742	\$48,626	\$49,834
16	\$45,358	\$47,671	\$49,615	\$50,837
17	\$46,205	\$48,600	\$50,603	\$51,839
18	\$47,052	\$49,530	\$51,592	\$52,842
19	\$47,899	\$50,459	\$52,580	\$53,844
20	\$48,747	\$51,388	\$53,569	\$54,847
21	\$49,594	\$52,317	\$54,557	\$55,849
22	\$50,441	\$53,247	\$55,546	\$56,852
23	\$51,288	\$54,176	\$56,534	\$57,854
24	\$52,135	\$55,105	\$57,522	\$58,857
25	\$52,982	\$56,035	\$58,511	\$59,859

Appendix A - Salary Schedule (Includes TRS %)				
<b>2018-2019</b>				
	<b>BA</b>	<b>BA+16</b>	<b>MA</b>	<b>MA+16</b>
0	\$31,963	\$32,966	\$33,968	\$34,971
1	\$32,814	\$33,900	\$34,962	\$35,978
2	\$33,666	\$34,833	\$35,955	\$36,986
3	\$34,518	\$35,768	\$36,949	\$37,993
4	\$35,369	\$36,702	\$37,942	\$39,001
5	\$36,220	\$37,635	\$38,936	\$40,008
6	\$37,071	\$38,570	\$39,929	\$41,016
7	\$37,923	\$39,504	\$40,923	\$42,023
8	\$38,774	\$40,437	\$41,916	\$43,031
9	\$39,625	\$41,372	\$42,908	\$44,038
10	\$40,476	\$42,305	\$43,902	\$45,046
11	\$41,329	\$43,239	\$44,895	\$46,053
12	\$42,180	\$44,174	\$45,889	\$47,061
13	\$43,031	\$45,107	\$46,882	\$48,068
14	\$43,882	\$46,041	\$47,876	\$49,076
15	\$44,734	\$46,976	\$48,869	\$50,083
16	\$45,585	\$47,909	\$49,863	\$51,091
17	\$46,436	\$48,843	\$50,856	\$52,098
18	\$47,287	\$49,778	\$51,850	\$53,106
19	\$48,138	\$50,711	\$52,843	\$54,113
20	\$48,991	\$51,645	\$53,837	\$55,121
21	\$49,842	\$52,579	\$54,830	\$56,128
22	\$50,693	\$53,513	\$55,824	\$57,136
23	\$51,544	\$54,447	\$56,817	\$58,143
24	\$52,396	\$55,381	\$57,810	\$59,151
25	\$53,247	\$56,315	\$58,804	\$60,158

## Appendix B: Extra Duty Rates

Rates are percentages of base salary unless otherwise noted.

\* Indicates Assigned Positions as Cited in Article 13.1E.

# Indicates Stipends that will be divided evenly among pay periods.

All other Activity Stipends will be distributed in one complete stipend payment at the conclusion of the activity.

<b>Group I: 13%</b>	<b>Group VII: 3%</b>
HS Boys Basketball	Extra Course Preparation
HS Girls Basketball	HS Dance Team
<b>Group II: 10.3%</b>	<b>Group VIII: 2%</b>
HS Boys Baseball (Fall & Spring)	FFA * #
HS Boys Basketball Assistant JV	HS Chorus Club * #
HS Senior Class Sponsor (Split) * #	HS Scholar Bowl Assistant JV
<b>Group III: 9%</b>	HS Student Council * #
Athletic Director #	JH Cheerleading
HS Volleyball	JH Student Council * #
JH Boys Basketball	Yearbook * #
<b>Group IV: 8.25%</b>	<b>Group IX: 0.75%</b>
HS Boys Baseball (Fall & Spring) Assistant	National Honor Society * #
HS Girls Basketball Assistant	<b>Group X: 0.3%</b>
HS Junior Class Sponsor (Split) * #	Art Club *
JH Girls Basketball	Athletic Club *
<b>Group V: 5.5%</b>	Business Club *
Cross Country	History Club *
HS Girls Softball	Librarian Club *
HS Volleyball Assistant	Science Club *
JH Boys Baseball	Spanish Club *
JH Volleyball	Student Tech Association #
<b>Group VI: 3.5%</b>	
Band * #	
Drama Club (Spring Play)	
HS Cheerleading	
HS Freshman Class Sponsor (Split) * #	
HS Girls Softball Assistant	
HS Scholar Bowl Head Varsity	
HS Sophomore Class Sponsor (Split) * #	
JH Scholar Bowl	

## Signature Page

In Witness Whereof:

For the Board of Education of Community Unit School District #30

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Date: \_\_\_\_\_

For the Dieterich Education Association DEA/IEA-NEA

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Date: \_\_\_\_\_