

Agreement between
Board of Education DeSoto School District #86
and
DeSoto Education Association
2018-2021

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ARTICLE I

RECOGNITION

1.1 Recognition

The Board of Education of District #86, hereinafter referred to as the "Board," recognizes the DeSoto Education Association as affiliate of the Illinois Education Association, hereinafter referred to as the "Association," as the sole agent for negotiations for all regularly employed certified teaching personnel of the District, hereinafter referred to as the "teacher," except the superintendent, building principal, or any other administrative personnel having the authority to hire, evaluate, dismiss, or discipline teachers covered by this Agreement.

1.2 Substitute Teachers

This Agreement does not apply to substitute teachers hired on a per diem basis.

ARTICLE II

TEACHER AND ASSOCIATION RIGHTS

2.1 Right to Representation

If a teacher is required to appear before the Board or the Administration concerning any matter which could adversely affect the employment, salary, or position of the teacher, he/she shall be advised in writing of the reasons of the appearance and shall receive the notice no later than twenty-four (24) hours prior to the meeting, except in cases of extreme emergency.

2.2 Personnel File

The teacher shall have all of the rights pursuant to the Illinois Personnel Record Review Act to inspect and obtain copies of any personnel documents which are, have been, or are intended to be used in determining the teacher's qualifications for employment, promotion, transfer, additional compensation, discharge, or other disciplinary action. This inspection encompasses personnel documents in the possession of the District. Only one file shall be maintained.

2.3 Payroll Deductions

Deductions required for health insurance, **D.E.A.**, **I.E.A.**, **N.E.A.**, Credit Union, and other reasonable requests shall be made by the Administration through payroll deductions. Any teacher may sign and deliver to the Board, through the President of the D.E.A., an authorization form authorizing deduction of dues in the D.E.A., I.E.A., and N.E.A. The President of the D.E.A. shall be responsible for the delivery of such authorization to the Superintendent of the District or his designee by September 10 of each school year. Dues shall be deducted in twenty (20) equal installments. Should any teacher entering the system during the school year desire payroll deductions, the deductions shall be made in equal installments over the balance of the remaining deduction periods.

2.4 Meetings, Notices, and General Information

The Board shall provide the Association the following:

- A. The use of the school building for meetings in accordance with Board Policy

- B. The use of employee mailboxes, inner-school mail, and school bulletin boards for the purpose of internal communication when and where available.
- C. Copies of the Board agenda shall be placed in the teacher's mailbox prior to the meeting, and minutes of the Board meetings shall be posted.

2.5 School Calendar

A teacher committee composed of the Association President and building representative shall work with the Superintendent to prepare a school calendar for submission to the Board for consideration and adoption.

2.6 Complaints

- A. The District shall maintain and follow a policy for addressing and reviewing complaints against teachers by students, parents, other staff, or the community. This policy shall include a provision that gives the teacher, or the teacher and the Association, an opportunity to respond confidentially to those complaints at the appropriate level, i.e. Superintendent and/or Board of Education. The complaint policy and procedure shall not be changed without mutual consent of the Board and the Association, and is effective throughout the terms of this agreement.
- B. Only those complaints found to be true and valid by the Board may be placed in a personnel file.
- C. All information or proceedings regarding complaints shall be kept confidential as directed by law.

ARTICLE III

WORKING CONDITIONS

3.1 Work Year

The teacher work year shall be a maximum of one-hundred eighty-five (185) days, consisting of a maximum of one-hundred seventy-six (176) pupil attendance days, up to four (4) institute days, and five (5) emergency days. Those days not used as institute days will become pupil attendance days. Unused emergency days will be deducted from the end of the school year.

In the event that the State Superintendent of Education declares a state-wide energy emergency, or the Board of Education adopts a four-day work week which is approved by the Illinois State Board of Education, the Board of Education may elect to extend each school day. If the Board of Education elects to operate on a four day work week, there shall be no reduction of employee salary or benefits and the number of employee responsibility days shall be reduced proportionately.

3.2 Work Day

Except in cases of extreme emergency, the teacher shall report to work at 8:05 a.m., and unless special permission is granted by the Superintendent, remain in the building until fifteen minutes after pupil dismissal.

3.3 Parent Conferences

Teachers shall be available for parent conferences and student help. Such conferences are to be arranged by the Superintendent in consultation with the teacher and the parents.

3.4 Notification of Assignments/Involuntary Reassignments

- A. Assignments: All teachers shall be given notice of their tentative teaching assignments for the forthcoming year no later than June 30. In the event changes in such assignments are proposed, the teacher affected shall be notified promptly. In no event shall changes in the teacher's teaching assignment be made later than August 15 preceding the commencement of the next school term, unless an emergency situation exists.
- B. Involuntary Reassignments: Teachers who are involuntarily reassigned shall be reassigned only in cases of emergency, or to

prevent disruption of the instructional program. No involuntary reassignments shall be made arbitrarily. If involuntary reassignments are made, they will be made only after volunteers are sought and after Board review, except in such instances where student and/or teacher safety is in question, in which case the involuntary reassignment will be made immediately. Any certified employee who is involuntarily reassigned will also be given written notice with a brief explanation of the involuntary reassignment. There also must be ten (10) school days notice of the involuntary reassignment (except as noted previously) and the affected teacher may submit a written response to the Board for review within thirty (30) school days of the effective date of the notification. If, after Board review, the involuntary reassignment is upheld and the employee does not wish to accept the involuntary reassignment, the employee may resign.

3.5 **Vacancy Notices**

During the regular school year, all newly created or vacant existing teaching, coaching, or administrative positions shall be posted on the bulletin board of the teachers' lounge and placed in each teacher's school mailbox. Teachers within the district may make application in writing for such vacant positions. During any period that school is not in session, teachers shall be notified in writing by mail. In any event, interviewing of external applicants may not begin within five working days of internal posting. In the summer months, the postmarked date shall be considered the date of internal posting. In the event that the Superintendent or a majority of the School Board and the President of the Association determines that an emergency exists, posting time limits as set forth above may be waived.

In no case will internal applicants be afforded less application time than external applicants.

The Board shall consider those internal candidates who apply for such vacancies, but shall not be restricted in the filling of such positions.

3.6 **District Voluntary Transfer**

Any certified employee presently on tenure or eligible for continuing contractual status in the school term may bid on a vacant position or assignment and be granted an interview before the position is posted externally. When there is only one applicant from within current employees, the interview shall be to consider certification and qualifications. When two or more certified employees presently on tenure or eligible for continuing contractual status apply for the same position or assignment, considerations to fill the position will include:

1. Experience

2. Length of service
3. Teaching abilities that are best suited for the position that is to be filled.

3.7 **Seniority of Tenured Faculty**

A. Definition of Seniority:

Seniority shall be defined as the continuous length of service with the District in a position requiring certification. Accumulation of seniority for a tenured faculty member shall relate back to the member's first working day with the District in a position requiring certification. Certified teaching personnel employed less than full time will accrue seniority in proportion to the percentage of time for which they are employed. Any leave approved by the Board does not count as a break in service with the District. Any leave without pay will not count toward seniority.

B. Ties in Seniority

In the event that more than one tenured faculty member has the same starting date with the District, position on the seniority list shall be determined by drawing lots.

- C. Pursuant to Section 24-12 of the Illinois School Code, the Board of Education, through its representative, in consultation with the DeSoto Education Association, shall annually establish a list of teaching positions showing the length of continuing service of each tenured faculty member who is qualified to hold any such position. Copies of the list shall be provided to the DeSoto Education Association on or before February 1 of each year. Any teacher disagreeing with their seniority placement shall respond to the Superintendent and the Association President within thirty (30) working days after the list has been provided.

3.8 **Duty Free Lunch**

All teachers shall be entitled to a duty free lunch of not less than forty-five (45) minutes each day. Said duty free lunch shall begin when students are released from one class and ends when they are required to begin the next class period. Duty free lunch shall be the same length of time for all teachers.

3.9 **No Strike**

During the term of this Agreement, employees shall not participate in a strike in whole or in part. Strike means an employee's refusal in concerted action with others to report for duty, or his or her stoppage of work.

3.10 **Lesson Plans**

Teachers shall prepare lesson plans for core curriculum subjects consistent with the common core curriculum. Plans for other areas will be provided according to past practice. Lesson plans will be developed in a format of the individual certified employee's own choice. Plans for lessons of the following week shall be submitted to the building administrator in either the information management system, in the Teacher's Share Folder, or in writing by 8:00 A.M. on the first day of attendance for that week, unless an exception is granted by the administration.

Certified employees shall be responsible for providing lesson plans in the event of their absence. Plans should be left in the classroom for pre-arranged absences. If an employee calls in for an absence, it is permissible that the plans be provided by other methods such as e-mail or the information management system.

3.11 **Internal Substitutes**

Teachers who act as internal substitutes during their planning or conference period will be paid at an hourly rate of \$20. Teachers who wish to act as internal substitutes must first receive approval of the superintendent or the superintendent's designee.

ARTICLE IV

LEAVES

4.1 Sick Leave

- A. Each teacher shall be granted fourteen (14) sick days per year, cumulative to three hundred sixty (360).
- B. Each teacher shall be granted any personal leave days allowed to be counted as sick leave under 4.2 of the contract as sick leave accrual toward retirement, and in addition the following sick leave days shall accrue for service to DeSoto C.C.S.D. #86:

1 yr. -- 19 yrs.	14 days
20 yrs. – 30 yrs.	15 days
31 yrs. – retirement	16 days

- C. Sick leave may be used for personal illness, quarantine, or serious illness or death in the immediate family or household; or for birth, placement for adoption, or adoption leave.

IMPORTANT DISCLAIMER:

Subject to TRS regulations and rulings and subject to TRS approval as a sick leave schedule without penalty or surcharge to the district.

4.2 Personal Leave

Each teacher shall be granted three personal days per school year. The teacher will make every effort to notify his/her principal at least twenty-four (24) hours prior to the intent to take said personal leave day. If personal leave day is requested twenty-four (24) hours in advance, personal leave may be used as a half day increment. Personal leave may be taken the first or last week of school or the day before or after a holiday at the superintendent's discretion. Up to four (4) unused personal leave days shall accumulate as personal leave. Other unused personal leave days shall accumulate as sick leave.

4.3 Jury Duty

The Board shall pay the regular salary to teachers called to serve as jurists. Any jury salary paid to the teacher shall be reimbursed to District #86.

4.4 **Funeral Leave**

Reasonable time at full pay not to exceed three (3) days per school year shall be granted for funeral leave. In the event of extraordinary circumstances where an employee has no available sick days or personal days, an additional three days per funeral will be granted. The extraordinary circumstances would include death of spouse, child, parent, sibling or grandparent. The Superintendent shall approve or disapprove all requests at this level.

4.5 **Leave Of Absence**

Teachers may request a leave of absence up to one (1) year without pay. Such request shall be presented in writing to the Board subject to their approval.

4.6 **Professional Leave**

Teachers shall be afforded the opportunity to attend three workshop days with pay each fiscal year. Registration of the workshop, and lunch if included as part of the registration, shall not exceed \$100.00 per day, and shall be paid by the Board. Mileage shall be paid at the Superintendent's discretion. Prior Superintendent approval of all teacher workshops is required.

Workshops shall include the following:

- A. Conferences, workshops, seminars related to the teacher's field.

- B. Visiting other schools, reviewing other instructional techniques or programs, reviewing possible new equipment, or observing exemplary programs related to the teacher's field.

No more than two (2) employees per District may use professional leave on the same day. The Superintendent may waive the two (2) employees per day restriction.

Additional professional leave days and/or costs shall be granted at the discretion of the Superintendent.

4.7 Workshops requested by Administration

If the Board or Superintendent requests that a teacher attend a workshop, then the Board shall pay tuition, lunch, and mileage. Mileage rate shall be the same allowed the Superintendent for his/her mileage reimbursement.

ARTICLE V

TEACHER EVALUATION

- 5.1 When the administrative staff evaluates a teacher, it shall be in accordance with the Evaluation Plan as developed by the Evaluation Committee, which shall consist of the Superintendent and an equal number of Association and Board members. The formal evaluation procedure shall not begin until two weeks following the explanation of the evaluation procedure and plan. This explanation shall be conducted by the Superintendent at a faculty meeting. The evaluation procedure shall be adhered to for all teachers.
- 5.2 Each formal evaluation shall be preceded by an in-class observation of the teaching performance. A copy of the written evaluation shall be given to the teacher. The report shall be submitted and discussed in conference with the teacher no later than one (1) week after the visitation.
- 5.3 Any written statements concerning this evaluation shall be reviewed by the teacher, and the teacher shall have the opportunity to respond.
- 5.4 The Board of Education shall respect the confidentiality of individual teacher evaluations. Any examination of individual teacher evaluations by the Board of Education shall be done collectively. The teacher shall be notified of the purpose of the examination prior to its occurrence.
- 5.5 The administrator shall provide the teacher with suggestions and assistance to improve the quality of teaching and to eliminate the difficulties noted in the observation.
- 5.6 Agreeing to the above procedure does not limit the right of management to utilize informal observations or other evaluative criteria when considering the competency of the teacher. Any evaluation criteria/tool shall be in writing and shall be approved by the Association. All evaluations shall be done in a fair and consistent manner.

5.7 Any proposed changes in the Evaluation Plan shall be made in cooperation with the Association. The existing plan shall, however, remain in effect until such changes are approved. The Evaluation Committee will develop a revised teacher evaluation tool in compliance with the new school code categories prior to November 30, 2011. The new tool will become effective January 1, 2012.

ARTICLE VI

EMPLOYEE COMPENSATION AND FRINGE BENEFITS

6.1 Salary Schedule

The salary schedules shall be set forth on pages 21-23, which are attached to and incorporated in this Agreement. The schedule shall be based on the work year as established by Article III, Section 3.1. Employees will advance horizontally on the salary schedule upon (1) completion of the required hours to do so, and (2) verification by the administration of DeSoto Grade School through an official transcript. Payment for this advancement on the salary schedule will commence with the next pay period after the completion and verification. An education column for Ph.D. in a program approved by the Board was added in 2016. Its years shall match the allotment for Masters + 32.

6.2 Salary Payment Procedures

Salary shall be fixed in accordance with the salary schedule attached as on pages 21-23. All teachers will be paid on a semi-monthly basis. The contract pay will be distributed as evenly as practicable over the twenty-four (24) installments. The payment dates, approximately the 15th and 30th, will be consistent each month insofar as possible.

6.3 Salary Upon Resignation

The board will pay the balance due to a teacher resigning from the District at the regularly scheduled rate following the Board's acceptance of the resignation.

6.4 Retirement Benefits

The Board shall continue to pay the employee contribution to TRS, per current salary scale. Both parties agree to a re-opener on all retirement issues when/if new retirement legislation is passed. Any re-opener guarantees current benefits will not be reduced, unless such provision would cause the District to become subject to penalties under this provision. If there is such a penalty, a reduction in retirement benefits will be negotiated to the level where the district penalty is zero.

In order to recognize the contribution of those teachers who have provided twenty (20) or more years of service to the youth of this district, and subject to the limitations as set forth below, the Board agrees to add up to a \$6000 benefit to the salary of each teacher who qualifies for the following conditions of retirement:

Employees who have twenty (20) or more years of service in Desoto #86 upon the established retirement date and will not cause the district to incur any TRS retirement penalties due retirement on the established date, may take advantage of this pre-retirement agreement.

As many as the last three years of an employee's career may be included in the pre-retirement period. An irrevocable letter of intent establishing the date of retirement will create and determine the length of the retirement period. During the pre-retirement period, the employee's salary shall not be governed by the salary schedule, but instead shall be adjusted to the maximum allowable under state mandated caps of 3% increases for each year of the pre-retirement period, but in no event shall the employee receive more than a \$6,000 benefit during the pre-retirement period. No other negotiated increases affecting creditable earnings, including, but not limited to longevity, or extracurricular benefits, signing bonuses, educational advancement or college hours, shall apply to an employee once they have entered into this pre-retirement agreement by submitting the letter as outlined herein.

Letters of intent must be filed by March 1 of the year prior to the pre-retirement period. (E.g. An employee seeking a one year pre-retirement period who wishes to retire in 2010 must submit the letter of intent by March 1, 2009. An employee seeking a 2 year pre-retirement period who wishes to retire in 2011 must submit a letter of intent by March 1, 2009, etc.)

The pre-retirement period may be from one (1) to three (3) years in duration, depending upon when the letter of intent is received, and upon the specified effective date of retirement. Except as provided below, the yearly increases shall be paid as salary.

Any employee offering a resignation as outlined herein will receive the benefit as a minimum guarantee for up to three years, as outlined herein, regardless of the inclusion of this provision in successor agreements.

Such retirement salary incentives are limited to four retirements per year, on a first come, first serve basis.

In order to receive the maximum TRS benefit of a 3% increase in the final year of employment, all regular salary payments shall be paid on or before June 30 of the final year of employment. Should the general assembly or TRS, by the way of change in law or regulation, increase the maximum increase in reported credible earnings allowable without the District incurring a penalty,

the increase paid under this section will be adjusted to that maximum allowable percentage.

Employees of 20 or more years, who gave a two or three year retirement notice as provided in this section shall be entitled to receive the balance of the \$6,000.00 retirement incentive (the amount remaining after deducting the salary increases received) in a lump sum, within 30 days of receipt of the final payroll check. Such post-retirement payment shall not be considered TRS creditable earnings.

Notwithstanding any other provision of this Agreement, for a Teacher with ten or more years of employment with the District, a Teacher's compensation from all sources within the District including but not limited to salary, stipends, and nonexempt creditable TRS contributions from the Teacher's earnings shall be capped at and limited to a sum that shall not exceed one hundred and three percent (103%) of the Teacher's prior year's compensation provided if the maximum allowable increase allowed by the legislature or TRS exceeds three percent, then the cap will be adjusted in accordance with such legislation or regulation.

6.5 Employee Insurance

The board shall pay for each full time teacher up to \$540 per month. Part time teachers shall have the insurance premiums based on their fractionalized employment status. A teacher on leave of absence may be included in the District's insurance, provided they pay the cost of such prior to the due date. The Association shall choose the insurance carrier.

If the teacher has other insurance coverage for medical, hospitalization, life, visual, and/or dental, an annuity option may be made available. If the teacher chooses to participate in the annuity instead of the insurance, the board shall pay \$400.50 per month into such an annuity on behalf of the teacher. The individual teacher shall choose the carrier for the annuity. This option will be available only on the hospitalization anniversary date or change of insurance coverage; however, the annuity may be dropped at any time in order to begin insurance coverage. For new employees, the annuity option shall be determined within 30 days of the date of employment.

If the Association cannot acquire insurance coverage for medical, hospitalization, life, visual, or dental insurance at a competitive rate (defined as not more than \$20.00/month over the amount available to the total group) due to insufficient number of group participants, the annuity option shall be invalid.

6.6 Supplemental Jobs--Payroll Provisions

A. Jobs are defined as any assignment (s) that are in addition to the normal work schedule.

B. Jobs related to instruction:

Music	\$ 950.00
Junior Beta Sponsor	\$ 500.00
Gifted Sponsor	\$ 250.00
Science Fair	\$ 350.00
History Fair	\$ 350.00
Eighth Grade Sponsor	\$ 500.00
Student Council Sponsor	\$ 250.00

Co-sponsors will split any stipend offered.

After-School Detention: \$20.00 per hour for certified staff members

Before- and After-School Tutorial

Tutorial sessions will be offered up to four days per week from 7:30 a.m. to 8:00 a.m., and 3:30 p.m. to 4:30 p.m. The sessions will be determined at the Superintendent's discretion. Each teacher shall be paid at the rate of \$20.00 per hour for tutorial sessions.

If no one volunteers for the above positions, and the Board accepts people outside the bargaining unit, the Board retains the right to lower the above stipends.

Extra-curricular duty, when requested by the superintendent to supervise/chaperone special extra-curricular events, shall be paid as follows:

- Pay for basketball and volleyball games shall be paid at the rate of \$15.00 per game JV/V. Additional pay for C games will be \$5 per game. Baseball games will be \$25 per game. Softball games will be \$15 per game. When such ball

game duty is requested, two teachers shall be present. For other events, pay shall be \$30.00 per night per teacher.

- In all cases, extra-curricular duty shall be voluntary.

Athletic stipends are removed from the contract. The Board agrees to post the following positions to current faculty before posting for outside applicants: baseball, softball, boys' basketball, girls' basketball, volleyball, cheerleading sponsor, athletic director, and track. If a DEA member is selected for the position, the Board will pay the employee part of TRS and THIS on the creditable earnings.

6.7 **Graduate Hours**

The board shall pay one hundred sixty (\$160.00) dollars per semester hour toward the tuition cost of approved graduate hours. The maximum amount of credit hours the Board shall pay in any one given year per employee is twelve (12) semester hours. The total amount of graduate hours the Board shall pay for during the teacher's employment at the DeSoto Elementary School is twenty-four (24) semester hours. If the graduate hours are toward a specific degree program (i.e. masters, specialist/or doctorate), the Board shall pay up to thirty-six (36) semester hours in that degree program.

All graduate hours submitted for approval should be 400 level classes or higher.

The Superintendent shall approve or disapprove all graduate hours that may qualify for such reimbursement.

6.7 **Employee Child Tuition**

As long as permitted by law, children of DGS teachers may attend DGS without being charged out-of-district tuition.

ARTICLE VII

GRIEVANCE PROCEDURE

7.1 Definition

- A. A grievance is a complaint by the Association, a teacher or group of teachers, involving an alleged violation, misinterpretation, or misapplication of any of the provisions of this Agreement.
- B. All time limits shall consist of school days, except that when a grievance is submitted before the close of the school term, time limits shall consist of all weekdays in order that the matter may be resolved before the close of the school term or as soon thereafter as possible.

7.2 Basic Principles

- A. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with the Superintendent. Either party may request a third party be present at the informal discussion in an attempt to have the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this agreement. If the grievance is settled, the Association shall be notified in writing of such adjustment.
- B. A teacher who participates in this grievance procedure shall not be discriminated against or be subjected to discipline or reprisals because of such participation.
- C. The failure of a grievant or the Association to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's or Board's failure to give a decision within the time limits shall permit the grievance to proceed to the next step. The time limits, however, may be extended by mutual agreement.
- D. A grievance may be withdrawn at any level without establishing precedent.

E. Class grievance involving one or more teachers may be initially filed by the Association at Step A.

F. In processing any grievance, the grievant or Association has the right to have a representative present if one is requested.

7.3. **Procedures**

The parties hereto acknowledge that it is usually most desirable for a teacher and the Superintendent to resolve problems. If these processes fail to satisfy the teacher, a grievance may be processed as follows:

A. The grievant or Association and a representative, if one is requested, shall present the grievance in writing within thirty (30) school days following the violation or alleged violation, or knowledge of same, to the Board of Education. The grievance shall contain the nature of the grievance, the specific clause or clauses of the Agreement allegedly violated, and the remedy requested. The Board of Education shall issue a decision in writing within ten (10) school days after the next regularly scheduled Board meeting.

B. If the grievance is not resolved at Step A and within ten (10) day after receipt of the Board response, the Association may submit the grievance to binding arbitration as required by the Voluntary Rules of the American Arbitration Association. The Board secretary shall be informed in writing that the grievance has been submitted to binding arbitration.

C. The arbitrator's ruling shall be presented in writing to the Board and the Association. The arbitrator shall have no power to change the terms of this agreement and shall base his decision within the four (4) corners of this Agreement.

D. Each party shall share equally the cost of the arbitrator and fees of the American Arbitration Association. If either party requests a transcript of the proceedings, that party shall bear the full costs for the transcript of the proceedings. If both parties order a transcript, the two transcripts shall be divided equally between the Board and the Association.

E. The parties shall mutually agree upon the time and the location of the meetings required under this procedure.

F. The time limits in this procedure may be extended by mutual agreement in writing.

G. If the grievance is filed during the summer months when students are not in school, all time parameters shall be doubled in length.

H. Until final disposition of a grievance occurs, the grievant is required to conform to the original direction of the Superintendent.

ARTICLE VIII

NEGOTIATION PROCEDURES

8.1 Scope of Negotiations

The parties agree that their duly designated representatives shall negotiate in good faith with respect to wages, hours, and working conditions. Each party shall select its own representatives. The Board's team may consist of Board members, administrators, and counsel not to exceed five (5).

Negotiations shall begin no earlier than April 15 of the calendar year that this Agreement terminates. Negotiations may be initiated by either party giving written notice to the Board.

It is the intent of the parties to initiate negotiations prior to June 1 and to establish a meeting schedule to facilitate periodic meetings at a frequency of at least one per month.

8.2. Mediation

If impasse occurs, the Federal Mediation and Conciliation Services shall be contacted for mediation services. If FMCS is unavailable for mediation services, the IELRB shall be notified.

ARTICLE IX

DURATION AND EFFECT OF AGREEMENT

9.1 Complete Understanding

The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. These terms and conditions may be modified only through the written and mutual consent of the parties.

9.2 Individual Contract

The terms and conditions of this Agreement shall be reflected in the individual contracts or employment agreement of first and second year teachers.

9.3 Savings Clause

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect.

9.4 Term of Agreement

This Agreement shall be effective from the beginning of the 2018-2019 school year, and continue in effect until the day prior to the opening of the 2021-2022 school year, subject to provision 9.5.

9.5 Notification of Termination

Either party may terminate this Agreement by presenting written notice by March 15, 2021, which is the final year of this Agreement.

9.6 Date of Agreement

This agreement was signed on _____, 2019.

Board of Education, DeSoto

Desoto Education Association

President

President

Secretary

Secretary

**DESOTO COMMUNITY CONSOLIDATED SCHOOL DISTRICT #86
WORKLOAD PLAN FOR SPECIAL EDUCATORS
2009-2011**

Pursuant to section 226.735 of the Illinois Administrative Code, in accordance with the Illinois Educational Labor Relations Act (IELRA) (115 ILCS 5), and in order to provide students with IEPs the free, appropriate education to which they are entitled, the parties adopt and implement the following Workload Plan for Special Educators:

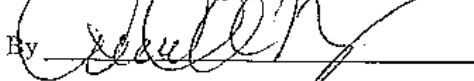
Subject to the terms set forth below, Illinois State Board of Education Rule 226.730, Class Size Rules will be followed.

The goal of this workload plan is to specify limits on the workload of its special educators and to ensure that the number of students assigned to an individual special education teacher's workload be fair and equitable. In assessing such limits and equitable workload distribution, consideration shall be given to all services required under students' IEPs, as well as all needed ancillary and support services, that can provide the requisite level of intensity to achieve goal attainment.

Such assessment shall also include, but not necessarily be limited to, the amount of time a teacher is projected to spend in relation to: individualized instruction; consultative services and other collaboration among staff members; attendance at IEP meetings and other staff conferences; testing; preparing paperwork and complying with reporting requirements.

The foregoing plan, developed in cooperation with the special educators at Desoto and the representatives of the DEA, recognizes the complexities involved in achieving equitable workload distribution while also providing the appropriate level of special educational services. The parties agree that students may only be assigned to the workload of a special education teacher who sees/teaches those students in the classroom at sometime during the week. The parties acknowledge that due to the fluid nature of the special education environment, whenever the workload of an individual special education teacher exceeds 20 students, the special education department and administration shall meet to address the workload issue.

Desoto Community Consolidated School District #86

By  Date 7/22/09

Desoto Education Association

By Lisa M. Hoher Date 7/22/09

Desoto Special Education Teachers

By Lisa M. Hoher Date 7/22/09

Memorandum of Understanding

The DEA and the Desoto Board of Education mutually agree to bargain issues related to the implementation of the School Reform Senate Bill 7 / House Bill 1197. Both parties mutually agree to formally bargain possible modifications to the collective bargaining agreement regarding issues pertaining only to the implementation of the above legislation, and for no other purpose.

Association Representative

Board of Education President

Date

Date

NOTE: Signatures are on the original contract for 2011-2013.

DeSoto Elementary School District #86
2017-2018

Salary Schedule

STEP	BS	TRS /THI S	GRO SS	BS +10	TRS /THI S	GRO SS	BS +20	TRS /THI S	GRO SS	MS	TRS /THI S	GRO SS	MS +16	TRS /THI S	GRO SS	MS +32	TRS /THI S	GRO SS	PhD	TRS /TH	GRO SS
0	334 47	330 8	367 55	341 37	337 6	375 14	348 27	344 4	382 72	355 17	351 3	390 30	362 07	358 1	397 88	368 97	364 9	405 46	375 87	371 7	413 05
1	341 37	337 6	375 14	348 27	344 4	382 72	355 17	351 3	390 30	362 07	358 1	397 88	368 97	364 9	405 46	375 87	371 7	413 05	382 77	378 6	420 63
2	348 27	344 4	382 72	355 17	351 3	390 30	362 07	358 1	397 88	368 97	364 9	405 46	375 87	371 7	413 05	382 77	378 6	420 63	389 67	385 4	428 21
3	355 17	351 3	390 30	362 07	358 1	397 88	368 97	364 9	405 46	375 87	371 7	413 05	382 77	378 6	420 63	389 67	385 4	428 21	396 57	392 2	435 79
4	362 07	358 1	397 88	368 97	364 9	405 46	375 87	371 7	413 05	382 77	378 6	420 63	389 67	385 4	428 21	396 57	392 2	435 79	403 47	399 0	443 38
5	368 97	364 9	405 46	375 87	371 7	413 05	382 77	378 6	420 63	389 67	385 4	428 21	396 57	392 2	435 79	403 47	399 0	443 38	410 37	405 9	450 96
6	375 87	371 7	413 05	382 77	378 6	420 63	389 67	385 4	428 21	396 57	392 2	435 79	403 47	399 0	443 38	410 37	405 9	450 96	417 27	412 7	458 54
7	382 77	378 6	420 63	389 67	385 4	428 21	396 57	392 2	435 79	403 47	399 0	443 38	410 37	405 9	450 96	417 27	412 7	458 54	424 17	419 5	466 12
8	389 67	385 4	428 21	396 57	392 2	435 79	403 47	399 0	443 38	410 37	405 9	450 96	417 27	412 7	458 54	424 17	419 5	466 12	431 07	426 3	473 71
9	396 57	392 2	435 79	403 47	399 0	443 38	410 37	405 9	450 96	417 27	412 7	458 54	424 17	419 5	466 12	431 07	426 3	473 71	437 97	433 2	481 29
10	403 47	399 0	443 38	410 37	405 9	450 96	417 27	412 7	458 54	424 17	419 5	466 12	431 07	426 3	473 71	437 97	433 2	481 29	444 87	440 0	488 87
11	410 37	405 9	450 96	417 27	412 7	458 54	424 17	419 5	466 12	431 07	426 3	473 71	437 97	433 2	481 29	444 87	440 0	488 87	451 77	446 8	496 45
12	417 27	412 7	458 54	424 17	419 5	466 12	431 07	426 3	473 71	437 97	433 2	481 29	444 87	440 0	488 87	451 77	446 8	496 45	458 67	453 6	504 04
13	424 17	419 5	466 12	431 07	426 3	473 71	437 97	433 2	481 29	444 87	440 0	488 87	451 77	446 8	496 45	458 67	453 6	504 04	465 57	460 5	511 62
14	431 07	426 3	473 71	437 97	433 2	481 29	444 87	440 0	488 87	451 77	446 8	496 45	458 67	453 6	504 04	465 57	460 5	511 62	472 47	467 3	519 20
15	437 97	433 2	481 29	444 87	440 0	488 87	451 77	446 8	496 45	458 67	453 6	504 04	465 57	460 5	511 62	472 47	467 3	519 20	479 37	474 1	526 78
16	444 87	440 0	488 87	451 77	446 8	496 45	458 67	453 6	504 04	465 57	460 5	511 62	472 47	467 3	519 20	479 37	474 1	526 78	486 27	480 9	534 37
17				458 67	453 6	504 04	465 57	460 5	511 62	472 47	467 3	519 20	479 37	474 1	526 78	486 27	480 9	534 37	493 17	487 8	541 95
18				465 57	460 5	511 62	472 47	467 3	519 20	479 37	474 1	526 78	486 27	480 9	534 37	493 17	487 8	541 95	500 07	494 6	549 53
19				472 47	467 3	519 20	479 37	474 1	526 78	486 27	480 9	534 37	493 17	487 8	541 95	500 07	494 6	549 53	506 97	501 4	557 11

20				479 37	474 1	526 78	486 27	480 9	534 37	493 17	487 8	541 95	500 07	494 6	549 53	506 97	501 4	557 11	513 87	508 2	564 70
21				486 27	480 9	534 37	493 17	487 8	541 95	500 07	494 6	549 53	506 97	501 4	557 11	513 87	508 2	564 70	520 77	515 0	572 28
22							500 07	494 6	549 53	506 97	501 4	557 11	513 87	508 2	564 70	520 77	515 0	572 28	527 67	521 9	579 86
23							506 97	501 4	557 11	513 87	508 2	564 70	520 77	515 0	572 28	527 67	521 9	579 86	534 57	528 7	587 44
24							513 87	508 2	564 70	520 77	515 0	572 28	527 67	521 9	579 86	534 57	528 7	587 44	541 47	535 5	595 03
25							520 77	515 0	572 28	527 67	521 9	579 86	534 57	528 7	587 44	541 47	535 5	595 03	548 37	542 3	602 61
26							527 67	521 9	579 86	534 57			541 47	535 5	595 03	548 37	542 3	602 61	555 27	549 2	610 19
27							534 57	528 7	587 44	541 47			548 37	542 3	602 61	555 27	549 2	610 19	562 17	556 0	617 77
28													555 27	549 2	610 19	562 17	556 0	617 77	569 07	562 8	625 35
29																569 07	562 8	625 35	575 97	569 6	632 94
30																575 97	569 6	632 94	582 87	576 5	640 52
31																582 87	576 5	640 52	589 77	583 3	648 10