

Presented to DEA for ratification on 8/19/19

Approved on 8/19/19 

Presented to Board of Education on 8/20/19

Approved on 8/20/19 

**AGREEMENT
BETWEEN
THE
BOARD OF EDUCATION
DARIEN PUBLIC SCHOOLS DISTRICT # 61
AND
THE
DARIEN EDUCATION ASSOCIATION**

**2019 - 20 SCHOOL YEAR
2020 - 21 SCHOOL YEAR
2021 - 22 SCHOOL YEAR
AND
2022 - 23 SCHOOL YEAR**

TABLE OF CONTENTS

	<u>PAGE</u>
ARTICLE I	RECOGNITION 3
ARTICLE II	GENERAL ASSOCIATION RIGHTS 4
ARTICLE III	GRIEVANCE PROCEDURE 5
ARTICLE IV	WORKING CONDITIONS 8
	A. School Calendar 8
	B. Workday 8
	C. Class Size 9
ARTICLE V	EMPLOYEE PROTECTION 10
ARTICLE VI	TEACHER EVALUATION 11
ARTICLE VII	INSURANCE 13
	A. Health Insurance 13
	B. Dental Insurance 13
	C. Term Life Insurance 13
	D. Flexible Spending Account (FSA) 13
ARTICLE VIII	LEAVES 15
	A. Sick Leave 15
	B. Volunteer Sick Leave Bank 15
	C. Personal Leave 16
	D. Jury Duty 17
	E. Religious Days 17
	F. Professional Meetings and Conferences 17
	G. Family Leave- Serious Health Conditions 18
ARTICLE IX	UNPAID LEAVES OF ABSENCE 19
	A. Military Leave 19
	B. Paternity-Maternity-Adoption Leave 19
	C. Use of FMLA 19
	D. Long-Term Parental Leave 20
	E. Other Unpaid Leaves 21
ARTICLE X	REDUCTION IN FORCE 23
ARTICLE XI	TEACHER ASSIGNMENTS AND TRANSFERS 25
	A. Assignments 25
	B. Reassignments and Transfers 25
	C. Opportunities for Reassignment, Transfer, or Promotions 26
	D. Reimbursement for Work Related Transportation 26

ARTICLE XII	VACANCY NOTICES	27
ARTICLE XIII	EXTRA DUTY AND EXTRA DUTY VACANCIES	28
ARTICLE XIV	COMPENSATION AND RELATED PROVISIONS	29
	A. Schedules	29
	B. Payroll	29
	C. Experience Credit	29
	D. Tuition Reimbursement	30
	E. Educational Credit	30
	F. Master Teacher Certification Incentive	31
	G. Doctorate Incentive	31
ARTICLE XV	RETIREMENT	32
	A. Retirement Incentives	32
ARTICLE XVI	INCLUSION	33
ARTICLE XVII	NEGOTIATION PROCEDURES	34
ARTICLE XVIII	DURATION AND RELATED TECHNICAL CLAUSES	35
	SIGNATURES	36
APPENDIX A	SALARY SCHEDULE	
	A. First Year of Contract (2019-2020)	37
	B. Second Year of Contract (2020-2021)	38
	C. Third Year of Contract (2021-2022)	39
	D. Fourth Year of Contract (2022-2023)	40
	E. Protected Salary Schedule (2020-2023)	41
APPENDIX B	EXTRA DUTY SCHEDULE	
	A. Eisenhower Junior High Schedules	42
	B. Elementary Schedules	44
APPENDIX C	MATERNITY OR ADOPTION Sample Letters	45

Article I. Recognition

The Board of Education of School District # 61, DuPage County, Illinois, hereinafter referred to as the "Board", hereby recognizes the Darien Education Association, hereinafter referred to as the "Association" (affiliated with the Illinois Education Association and the National Education Association), as the sole and exclusive bargaining representative for all regularly employed full-time certificated teachers excluding:

- a. Supervisors,
- b. Managerial, or
- c. Short-term employees

Article II. General Association Rights

- A. The Association will be permitted to use school buildings for meetings so long as the meetings do not interfere with the educational program and depending on availability. The Association will be required to request the use of a particular building through normal channels. There will not be a fee for use of the buildings by the local Association conducting local Association business.
- B. The Association will be permitted to use school equipment so long as the use does not interfere with the educational program. The Association shall reimburse the Board for consumable materials used.
- C. The Association shall have the right to post notices of activities and matters of Association concern on designated bulletin boards, at least one of which shall be provided in each school building. The Association may use the District inter-office mail service and employee mailboxes for communication to bargaining unit members.
- D. The agenda for Board meetings shall be posted on the district website prior to the Board meeting. One (1) copy of all Board minutes of Open Meetings shall be posted on the district website following their approval by the Board of Education.
- E. Dues Deductions - Members may choose payroll deductions and the Association will provide the business office with the information of members who chose this option.
- F. The Association shall have the option of sending a representative, or two (2) representatives for one day, on Association business for a maximum of three (3) full days per school year, without loss of salary, provided the Association reimburses the School District for one-half the cost of the substitute teacher.
- G. Board Policy Changes- Before final adoption of Policies by the Board of Education, the Board shall post the proposed policy on the district website.
- H. New Teacher Orientation:
 - 1. The Association will be permitted not more than one hour during the New Teacher Orientation Day to discuss Association business with new teachers.
 - 2. Written request must be received by the Superintendent no later than July 15th. The Superintendent will schedule the appropriate time during New Teacher Orientation.
 - 3. Attendance at the Association presentation is optional on the part of the new teacher.

Article III. Grievance Procedure

A. Definitions- A grievance shall be:

1. Any claim by the Association or any employee that there has been a violation of the terms of this Agreement.
2. All time limits consist of school days. Except when a grievance is submitted fewer than ten (10) days before the close of the current school term, then time limits shall consist of all weekdays.

B. Procedures-

The parties hereto acknowledge that it is usually most desirable for an employee and the employee's immediately involved supervisor to resolve problems through free and informal communications.

When requested by the employee, an Association representative may accompany the employee to assist in the informal resolution of the grievance. If, however, the informal process fails to satisfy the employee or the Association, a grievance may be processed as follows:

1. **Step I-** The employee or the Association may present the grievance in writing to the immediately involved supervisor. If the employee presents the grievance, the employee will provide a copy of the grievance to the association. A written grievance must be filed within thirty-five (35) days of the date of first occurrence of the event giving rise to the grievance in order for the grievance to be continued. The written grievance shall state the nature of the grievance, shall specify the Agreement clause that is the basis for the grievance, and shall state the remedy requested. The supervisor will arrange for a meeting to take place within ten (10) days after receipt of the written grievance. An Association representative will have the right to be present at the meeting. Within ten (10) days of the meeting, the grievant and the Association shall be provided with the supervisor's written response.
2. **Step II-** If the grievance is not resolved at Step I, then the grievant or the Association may refer the grievance to the Superintendent or the Superintendent's official designee within ten (10) days after receipt of the Step I answer. The Superintendent shall arrange with the Association for a meeting to take place within ten (10) days of the Superintendent's receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary. Within ten (10) days of the meeting, the grievant and the Association shall be provided with the Superintendent's written response.
3. **Step III-** If the grievance is not resolved at Step II, the grievant or the Association may take the grievance to the Board of Education. This must be done in writing to both the President of the Board and the

Superintendent within ten (10) days after receipt of the Superintendent's written response. Within thirty-five (35) days after such written grievance has been received by the Board, the Board will hold a meeting with the grievant and the Association representative. The Board will submit its written decision to the grievant and the Association within fifteen (15) days after the meeting is concluded.

4. **Step IV-** If the Association is not satisfied with the disposition of the grievance at Step III, the Association may submit the grievance to final and binding arbitration through the American Arbitration Association or Federal Mediation Conciliation Service (FMCS), which shall act as the administrator of the proceedings. If a demand for arbitration is not filed with the AAA or FMCS and the President of the Board and the Superintendent within fifteen (15) days of the date for the Step III answer, then the grievance shall be deemed withdrawn.

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

The arbitrator's decision shall be binding upon both parties but the arbitrator shall have no power to render a decision that adds to, subtracts from, or modifies this Agreement. The decision shall be confined to the meaning of the contract provision(s) which gave rise to the dispute.

The parties to the arbitration shall bear equally the expenses of the arbitrator. All other expenses related to the arbitration will be borne by the party incurring them, including expenses of investigating the grievance and the expenses of any witnesses called by such party.

A. Bypass to Superintendent-

If the grievant or the Association and the Superintendent agree, in writing, any step of the grievance procedure may be bypassed and the grievance brought directly to the next step.

B. Bypass to Arbitration-

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

C. Class Grievance-

Class grievances involving the same issue and more than one supervisor, or grievances involving an administrator above the building level may be initially filed by the Association at Step II, within the thirty-five (35) day time limit already specified for Step I.

D. Association Participation-

The Board acknowledges the right of the Association's grievance representative to participate in the processing of a grievance at all Steps. The Association's representative may participate at the informal step if the grievant so requests. This does not prevent the grievant from voluntarily discussing the grievance without the presence of the Association representative at the informal level. The Association acknowledges the right of any administrator or the Board to obtain assistance at any level of the grievance.

E. No Reprisals Clause-

It is agreed that neither the Board nor the Association shall take any reprisals against any employee because of that employee's filing of a grievance or refusal to file a grievance.

F. Filing of Materials-

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

G. Grievance Withdrawal-

A grievance may be withdrawn or settled at any time without establishing precedent.

If an administrator, supervisor, or the Board fails to give a decision within the time limits prescribed, the grievant may proceed to the next step. In such case, the grievant's time for proceeding to the next step begins to run on the day after the last day on which the administrator at steps 1 and 2 or the Board at step 3, could have given a decision.

Failure of a grievant to act on any grievance within the prescribed time limits will act as a bar to any further appeal.

It is agreed that any investigation or other handling or processing of any grievance by the grievant shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the teaching staff.

It is understood that the time limits may be extended by mutual written agreement.

In the event that a teacher or the Association on the teacher's behalf commences a proceeding in a state or federal court or administrative agency against the Board, charging a violation of any of the provisions of this Agreement, the remedy shall be considered temporarily exclusive and act as a temporary bar to the processing of any grievance alleging a violation of the same provisions. This bar should continue for the duration of the judicial or administrative proceedings unless the court or agency orders the party to exhaust the grievance procedure. Any teacher receiving recovery from such a

collateral proceeding is prohibited from recovering again from the Board through the grievance procedure.

Article IV. Working Conditions

A. School Calendar:

1. The School Calendar shall be established for each school year by the Board of Education in accord with the applicable provisions of the Illinois School Code. The calendar upon which the salary schedule is based shall consist of 185 days, which shall include no less than 176 student attendance days, 4 in-service/ workshop days and 5 emergency days. Unused emergency days shall not become workdays.
2. For the duration of the contract the Board may schedule two (2) additional days so that in each of those school years the calendar may consist of up to 187 days. In each of these years the extra day(s) shall be used for teacher training projects. Teacher attendance shall be voluntary.
3. The Superintendent or designee, 14 days prior to board action will meet with the President or representative of the Association to discuss calendar alternatives for the coming year to be recommended to the Board of Education.

B. Workday:

1. The workday for employees covered by this Agreement shall be no more than seven and one-half (7 1/2) hours per day. Both the association and the administration agree that the professional responsibilities of an educator may require a commitment of time and attendance outside of the school day. Reasonable effort will be made to limit the number of meetings and activities conducted outside of the school day.
2. Every reasonable effort will be made by the administration to schedule at least twenty-five (25) minutes of assigned preparation time each day for teachers in the elementary schools. All reasonable attempts will be made to maintain the current weekly total of no less than one hundred seventy-five (175) minutes of unassigned preparation time during the student day. Teachers in the junior high shall have no less than two hundred twenty-five (225) minutes unassigned preparation time each week. Under normal circumstances, preparation time for teachers shall be during the student day. If a program is scheduled during the teacher's preparation time, the special teacher assigned at that time may be in charge of the students with the administrator's approval. If preparation time for a teacher cannot be accommodated during the

student day, the administration shall meet and consult with the affected teacher and an Association representative.

3. Teachers shall be provided ninety (90) continuous minutes of collaborative plan time during School Improvement Days (SIP) for RTI, Common Core, and/or curriculum related matters.

C. Class Size:

1. The following process is to be utilized by any teacher who, in his or her professional judgment, believes that the number of students or the composition of students assigned to that teacher to be educationally improper. The certified employee confers with his or her principal regarding the problem. In the event that the teacher and principal are unable to agree upon a mutually acceptable solution, the teacher and principal shall refer the matter to the Superintendent. The Superintendent shall respond in writing to the parties within seven (7) working days after the referral. The decision of the Superintendent is not grievable.
2. Approximate class sizes which may be used as guidelines in making decisions regarding assignment of teacher assistants (aides) to classes or adding additional sections are:

K-2: 25 *

3-5: 27 *

6-8: total teaching load of 170 pupils or more per day; or if any class exceeds 31 pupils (excluding vocal and instrumental music and physical education).*

*Special consideration should be given to classes which include inclusion, integration, mainstream, and/or ELL students.

Article V. Employee Protection

A. Right to Representation:

1. When an employee is required to appear before the Superintendent or the Board concerning any matter which could adversely affect the teacher's employment, the teacher's position, or the teacher's salary, the teacher shall be entitled to have a representative of the Association present. When the teacher's annual evaluation is to be rated unsatisfactory, the teacher shall be notified in writing no less than three calendar days prior to the meeting with the evaluator and shall be entitled to have an Association representative present at the meeting with the evaluator. Further, when a teacher is required to appear before the Board, the teacher shall be advised in writing of the reasons for the requirement.
2. When an employee is required to appear before the principal, and/or immediate supervisor pursuant to the investigation of any matter which could lead to imminent discipline, the teacher shall be entitled to have a representative of the Association present.

B. No bargaining unit member on continued contractual service shall be disciplined without just cause.

C. Channeling of Parent-Student Complaints:

1. When a parent of a student has a complaint about a teacher the principal shall discuss with the parent the use of the following sequence of conferences in seeking resolution of the complaint:

Conference Level 1

A parent-teacher conference

Conference Level 2

A parent-teacher-building principal conference

Conference Level 3

A parent-teacher-building principal-Superintendent conference

Conference Level 4

A parent-teacher-building principal-Superintendent-Board

Conference

Article VI. Teacher Evaluation

A. Orientation:

1. The building principal or immediate supervisor will conduct an orientation to the teacher evaluation procedures and criteria to be used before any classroom visitations for purposes of formal evaluation.

B. Observations:

1. All observations of a teacher's classroom teaching performance shall be conducted with the full knowledge of the teacher. Principals will give teachers advance notice of formal observations unless the teacher advises the principal otherwise.

C. Required Observations:

1. Non-Tenured Teachers- Non-Tenured teachers shall be formally observed at least three (3) times during each non-tenured year. Efforts will be made to have at least one of the three observations occurring during the second semester, but in no case will it be earlier than December 1st. All non-tenured teachers shall have a pre-conference within five (5) days prior to the observation, unless the teacher specifically states that he/she does not want it.
2. Tenured Teachers- Tenured teachers shall be formally observed and evaluated in their first year of tenure, then every other year as long as a proficient evaluation is maintained. The final decision to observe and evaluate a teacher in any school year will be made by the administration. Teachers in their final year of retirement who are rated proficient or excellent will not be formally evaluated.
3. A post-observation conference shall be held for both tenured and non-tenured teachers, between the teacher and the evaluator within five (5) school days following the classroom observation, except for good reason, in which case the conference will be scheduled at the earliest possible convenience of both parties.
4. Each formal observation shall be at least thirty (30) consecutive minutes of a class period.

D. Formal Evaluation

1. The final evaluation conference for non-tenured teachers shall be held no later than March 15, unless the evaluator notifies the non-tenured teacher of a later date in writing; but in any event no later than April 15. Evaluation will be provided to the staff prior to going before the Board. Evaluator will share a copy of completed evaluation with the teacher at the same time the evaluation is sent to District Office for review. (Friday or Monday before the Board meeting in March).

2. The teacher will sign the written evaluation, indicating that he/she has read the written evaluation.
3. The evaluator and the teacher will each have a copy of the written evaluation signed by each party.
4. If the teacher disagrees with the formal written evaluation, said teacher may put any objections in writing and have them attached to the evaluation report to be placed in the teacher's file. This will also be signed by each party and each party shall receive a signed copy.
5. All evaluations shall indicate the rating of the year's performance.

E. Grievances: Teacher Evaluation

1. Any grievance filed relative to this Article shall be limited to violations of the procedures outlined above. All other aspects of evaluation, including but not limited to, criteria and instruments, shall not be grievable.

F. Placement of Materials in File

1. Within five (5) days, any material placed in the employee's personnel file shall be provided to the employee. Should any material derogatory to an employee's conduct, service, character or personality be placed in his/her personnel file, the employee shall acknowledge that he/she has read such material by affixing his/ her signature to the actual copy to be filed, with the understanding that such signature merely signifies that he/she has been shown the material and does not necessarily indicate agreement with its contents. Each teacher shall have the right, upon request, to review the contents of his/her own personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in this review. The employee shall have the right to place any written reactions, to any file contents, into his/her personnel file.

Article VII. Insurance

A. Health Insurance

1. Medical insurance coverage and benefits shall be continued at substantially similar levels to those in effect as of June 30, 2019. The Board will contribute 70% percent of the family health premium cost toward the cost for family coverage for each employee who elects family coverage. The Board will pay 90% of the single health premium coverage for each employee who elects single coverage. The Board has the sole discretion to increase deductibles and copays.
2. An employee choosing not to participate in the medical insurance program may have an amount applied each contract year to a Tax Sheltered Annuity. The Board may reserve the right to limit the number of companies to ten (10) per year. The amount to be contributed by the Board to an annuity is \$3500 for the duration of the contract.
3. When requested, the Board will pay the equivalent of two (2) single health premiums toward one (1) family coverage for married employees where both spouses work for District 61 and are each eligible to receive health insurance. One spouse will receive this benefit and the other spouse will not receive any additional health insurance payment.
4. The Board and the Association recognize that changes in coverage and benefits may be necessary due to such matters as a change in insurance companies, significant cost increases, changes required by the existing insurance company, or statutory changes. In the event changes in coverage and benefits are to be implemented by the Board, the Association shall be contacted at least thirty (30) calendar days in advance of the effective date of the change for the purpose of discussing proposed changes.

B. Dental Insurance

The Board will pay 50% of the single dental insurance premium for those employees that choose to take dental coverage. If an employee chooses family dental coverage, the Board will pay 50% of the single premium coverage.

C. Term Life Insurance

The Board shall provide term life insurance in the amount of \$50,000. Individual employees may purchase additional term life insurance as allowed by the insurance carrier.

D. Flexible Spending Plan

The Board will maintain a Flexible Spending Plan as allowed under section

125 of the Internal Revenue Code. The intent of this account will be to provide an opportunity for employees to use pre-tax dollars for reimbursement of eligible (as defined by the IRS) health care and dependent care expenses. The total amount sheltered per employee shall not exceed those amounts allowed by law. The Board agrees to pay any expenses that are considered typical administrative costs involved with maintaining the plan. The employee is responsible for forwarding applicable and accurate requests for reimbursement from this plan.

Article VIII. Leaves

A. Sick Leave

1. Each employee during employment years 1 – 15 shall be entitled to fifteen (15) sick days per school year without loss of pay. Commencing with the 16th year of teaching service in Darien District 61 each employee shall be entitled to twenty (20) sick days per school year without loss of pay if the total accumulated days are 200 or more for that employee. Employees who start their contractual obligations after the school year has begun, are entitled to sick leave pro-rated at the rate of one and one half (1.5) days for each month of contracted service. Sick leave shall be interpreted to mean personal illness, disability, (including pregnancy, childbirth, or related medical conditions), quarantine at home, or serious illness or death in the immediate family (parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, legal guardians as stated in 105 ILCS 5/24-6) or household.

An employee may use up to three sick days to attend to an emergency situation if he/she has exhausted their personal leave days. Each employee is able to access their total sick leave credit through the online absence system.

2. If any employee does not use the full amount of annual leave allowed, the unused amount shall be allowed to accumulate without limit.

Volunteer Sick Leave Bank

1. The Board of Education agrees to maintain a Sick Leave Bank, the purpose of which shall be to enable Darien School District #61 employees to contribute, voluntarily, portions of their accumulated sick leave for use by other employees participating in the Sick Leave Bank whose accumulated sick leave is exhausted through prolonged illness.
2. Employees may participate in the Volunteer Sick Leave Bank upon signing a statement of agreement to contribute one of their accumulated sick leave days to the bank. Any staff member employed after the establishment of the bank may be eligible for membership in the bank upon submitting application within thirty (30) days of employment.
3. To be eligible to draw upon the Volunteer Sick Leave Bank, each participant must have:
 - a. Exhausted his/her own reserve of sick leave days.
 - b. Applied to the Sick Leave Bank.
 - c. Waited a period of five (5) consecutive working days without pay.

- d. Submit a doctor's written report confirming employee's illness.
4. Applications for use of the bank will be made to the Superintendent and will be subject to review by a Sick Leave Bank Committee comprised of the Superintendent or designee and the Darien Education Association president or designee. The Board of Education and the Darien Education Association jointly accept responsibility for administering the Sick Leave Bank.
5. Whenever the bank's reserve reaches a low of twenty-five (25) days, participants who desire to continue to be a member of the Sick Leave Bank will be required to contribute an additional one day from their individual accumulated sick leave.
6. The accumulated reserve of sick leave days shall at no time exceed two hundred fifty (250) days except in acceptance of a new bank member or when the bank is replenished according to policy.
7. Employees are eligible to draw from the Sick Leave Bank up to a cumulative total of one hundred seventy-five (175) days per unrelated illness for a full-time employee.
8. Users of the Sick Leave Bank shall not pay back any days obtained from the Sick Leave Bank.

B. Personal Leave

1. Personal leave shall be available to each full-time employee for situations which require absence during school hours for personal or family matters. Personal leave will be granted to each full-time employee for a total of not more than three (3) days per year subject to the following guidelines:
 - a. Personal days are defined as half or full days. A half personal day will allow for the teacher to be in attendance three and one half hours. For Mark DeLay and Lace schools: morning from 8:00am - 11:30am and afternoon from 12:00pm - 3:30 pm. For Eisenhower Junior High: morning from 7:30am - 11:00am and afternoon from 11:20am - 2:50pm.
 - b. Personal days may not be used during the first or last 5 required teacher attendance days of the school term or immediately before or after Thanksgiving, Winter Break, or Spring Break unless a specific reason is given and it is approved by the administration.
 - c. Unused personal leave days will be added to an individual's accumulated sick leave allowance.
 - d. Personal days are not to be used as vacation days.

- e. The employee must request a personal day request through the automated absence system, for approval or denial as part of the regular administrative process, at least two (2) school days, if possible, before the date of the intended leave. Should the district no longer use an automated system the process for approval will be redefined.
- f. Personal leave requests may be denied if the employee's absence on that particular day would result in undue hardship to the district or the educational program. If this would be the case, the administrator denying the request should consult with the teacher to determine if a change in day would be possible. If circumstances do not permit the date to be changed, the administrator may change the denial if deemed to be in the best interest of the employee or the district.

C. Jury Duty

- 1. There shall be no loss of salary because of jury duty.

D. Religious Days

- 1. When a day of required religious observance coincides with a work day, and the obligation of religious practice on such a day cannot be fulfilled during non-school hours, the Board of Education shall grant these days of required religious observance to be days of absence from duties with regular compensation provided that:
 - a. Only two (2) such days occur during any school calendar year.
 - b. Such days be used only to fulfill the religious practice obligations required on such days of religious observance.

E. Professional Meetings- Conferences

- 1. Each member of the bargaining unit shall be entitled to request to attend a minimum of one professional conference, convention, workshop, or classroom (internal or external) visitation (hereafter known as a professional growth experience) during the school year. Each member will be reimbursed for one approved professional growth experience to a maximum of \$200 every other year. Participation for one professional growth experience during the other years will be granted without reimbursement, unless additional funds become available. A substitute teacher will be provided by the district at no cost to the member. Attendance at more than one professional growth experience per year may or may not be approved. Permission must be obtained for attendance at a professional growth experience. To obtain permission, an employee shall submit a request to his/her building principal. The monies budgeted annually for attendance at conferences, workshops, or conventions will be pro-rated among the

District's schools based upon the number of certified employees assigned to each school. It is understood that the principal will make the final decision regarding permission for an employee to attend professional growth experiences regardless of whether there is reimbursement to be given by the School District.

F. Family Leave- Serious Health Conditions

1. Any eligible employee who does not have sufficient paid leave time available to allow such employee at least 12 workweeks of leave in any 12-month period for absences caused by a serious health condition of the employee and absences required by the need to care for a spouse, son, daughter, or parent who suffers from a serious health condition, shall be granted sufficient unpaid leave days so as to assure such employee a minimum of 12 workweeks of leave in any 12-month period. For the purpose of leave under this section, eligible employees are defined as those who have been employed by the District for at least 12 months. With regard to leave under this section, the Board reserves the right to require medical certification and to apply the Rules Applicable to Periods Near the Conclusion of an Academic Term as set forth in the Family and Medical Leave Act of 1993.

Article IX. Leaves of Absence

A. Military Leave

1. Employees needing leave for purposes of military service shall be eligible for such leaves and for reinstatement following those leaves in accordance with the applicable provisions of Federal and State laws.

B. Paternity-Maternity-Adoption Leave (Sample letters included at end of contract)

Use of Sick Leave

An employee may use up to forty (40) days of paid sick leave for the birth or adoption of a child. All requests for such leaves must be submitted in writing to the Superintendent at least one month prior to the beginning date of the leave unless circumstances require the leave to begin sooner. The leave shall begin at a mutually agreeable date, but in any event, no later than date of delivery or the date of placement for adoption. The use of this sick leave shall run concurrent to time allotted under the Family Medical Leave Act.

C. Use of FMLA

1. An employee who is an "eligible employee" as defined in the Family and Medical Leave Act of 1993, is entitled to elect to take up to 12 workweeks of parental leave because of the birth of a son or daughter or because of the placement of a son or daughter with the employee for adoption. An employee shall provide at least 30 days advance notice of intention to take leave under this Part 2 except that if the date of birth or placement requires the leave to begin in less than 30 days, the employee shall provide such notice as is practicable.

For purposes of this Section workweeks shall be defined to exclude weeks when the employees are not expected to report for work for one or more weeks, (e.g., school closing for Winter, Spring breaks and Summer vacation are not counted.)

2. This parental leave must be taken within the 12-month period beginning on the date of birth or placement for adoption. This parental leave shall not be taken intermittently without the written consent of the Superintendent. Any paid sick leave used by an employee pursuant to Section 1B above shall run concurrent with the 12 week FMLA time allotment.
3. An employee shall not lose any benefits accrued prior to the date on which the leave began and during the period of this FMLA leave. The District shall maintain the employee's coverage under any applicable group health plan for the duration of the leave at the level and under the conditions of coverage that would have been provided if the employee had continued to work during the period of leave.

4. Pursuant to the provisions of the Family and Medical Leave Act of 1993, the District reserves the right to recover any insurance premiums paid for maintaining health coverage during the leave period should the employee fail to return to work at the expiration of the leave period, except if the failure to return to work is because of the continuation, recurrence or onset of a serious health condition or for other conditions beyond the control of the employee. When an employee returns from a leave, the administration will give first consideration to returning the teacher to the same position he/she held prior to the leave. However, the administration may assign him/her to a different similar available position if deemed to be in the best interest of the School District. An employee on leave hereunder shall be subject to dismissal due to reduction in force on the same terms as employees not on leave.

D. Long-Term Parental Leave

1. In addition to the leaves provided in B and C above, a tenured employee or a non-tenured employee in their third or fourth year of employment counting toward reaching tenure, may be granted a long-term parental leave subject to the following conditions and limitations.

a. Conditions of Leave

1. All requests for such leaves must be submitted in writing to the Superintendent at least one month prior to the beginning date of the leave unless circumstances shall require the leave to begin sooner. The leave shall begin at a mutually agreeable date, but, in any event, no later than date of delivery or the date of placement of an adopted child.
2. The duration of the leave shall be for the remainder of the school term in which it is granted, plus one additional school term, if initially requested; return will be at the beginning of the school term.
3. The employee on leave must notify the Superintendent, in writing, by March 1 regarding intention to return to the District at the beginning of the following school year. The notice of intention to return must be received by the Superintendent within the time provided above; if not so received, the employee shall be deemed to have resigned from employment.

b. Benefits of the Leave

1. While on leave, the employee may continue to participate in the District insurance plan in the same manner of participation as would be afforded to an employee receiving an unpaid leave of absence for any other purpose. While on an unpaid

leave, the employee must pay the full premium cost to continue participating, provided, however, that the District shall maintain the Teacher's coverage under any applicable group health insurance plan for a period of 3 months from the commencement of the leave or the date of delivery, whichever occurs first, under the same terms and conditions that would have applied if the teacher had continued to work.

2. Upon return from the leave, the administration will give first consideration to returning the teacher to the same position he/she held prior to the leave. However, the administration may assign him/her to a different, similar available position if deemed to be in the best interest of the School District.
3. The employee shall be permitted to retain all unused sick leave accrued as of the date of the leave.
4. The tenured employee's tenure status shall not be impaired by virtue of the leave. No additional credit is earned for any time spent on the leave. It is understood that the third or fourth year non-tenured employee who takes this leave gives up any previously earned years toward tenure and tenure status returns to year one upon return to work. Salary benefits, seniority credit, and experience credit for advancement on the salary schedule shall not be received during the leave. An employee on long-term parental leave is subject to dismissal due to a reduction in force on the same terms and conditions as employees not on leave.
5. The employee will receive experience credit for salary advancement for the year in which the leave is taken if the employee teaches at least one semester that year.

E. Other Unpaid Leaves- A tenured teacher may be granted unpaid leave of absence. Teachers desiring such a leave must apply through the Superintendent at least thirty (30) calendar days in advance of the beginning date of the leave and specify the reason for the leave and the length of the leave desired. The granting of a leave or the refusal to grant a leave shall not act as a precedent and is not grievable. General conditions of the leave are as follows:

1. The leave must begin and end at the start of a school term. However, consideration may be given to a leave beginning during a school term where the reason for the leave is continued disability after the exhaustion of sick leave or other extreme circumstance.
2. The leave will be for one (1) year only.

3. During the leave, the teacher will not receive salary, benefits such as sick leave or insurance, seniority credit or experience credit for advancement on the salary schedule.
4. By March 1 before the end of the leave, the teacher must give the Superintendent a written request for reinstatement or a letter of resignation effective no later than the ending date of the leave. The request to return or the resignation must be actually received in the Superintendent's office by March 1 before the end of the leave; the absence of such receipt constitutes the teacher's resignation from employment and waiver of tenure, effective at the end of the leave, without any further action by the Board or teacher.
5. When a teacher returns from a leave, the administration will give first consideration to returning the teacher to the same position he/she held prior to the leave. However, the administration may assign him/her to a different, but similar available position if deemed to be in the best interests of the School District.

Article X. Reduction in Force

1. In the event that the Board determines it to be necessary to reduce the number of certificated employees in the school system or to discontinue some particular type of teaching service, then written notice is to be mailed to the teacher and also given to the teacher either by certified mail, return receipt requested, or personal delivery with receipt at least 45 days before the end of the school term together with a statement of honorable dismissal and the reasons therefore. The sequence of dismissal shall be as provided in below.
2. In making the decision regarding which teachers to dismiss, the Board will follow the procedures established by the Illinois School Code. For the purposes of this Article X, "Reduction in Force," District seniority shall be defined as the number of consecutive school terms (years) as a full-time certified teacher in the District provided that a tenured employee rehired as part-time as a result of a forced reduction shall receive one-half year of seniority credit for each year of such part-time service. A teacher who commences full-time employment with the District prior to the last day of the first semester of any school term and completes that school term shall receive a full year of seniority credit for that year; a teacher who commences full-time employment with the District subsequent to the last day of the first semester of any school term and completes that term shall receive one-half year of seniority credit for that school term. Time on unpaid leaves of absence shall not be credited for seniority. If a teacher begins an unpaid leave of absence during a school term and such leave begins during the first semester, the employee shall receive one-half year of seniority credit for that year; if the unpaid leave begins during the second semester, the teacher shall receive a full year of seniority credit for that year. A seniority list shall be developed annually in accordance with the Illinois School Code and will be available for review by all teachers. Any teacher who believes that there is an error as to his/her seniority must notify the Superintendent no later than March 1 of that year. Any teacher who fails to so notify the Superintendent of any such error shall be prohibited from raising errors in his/her own seniority in any dispute over that teacher's own RIF.

SEQUENCE OF DISMISSAL

- A. The sequence of dismissal shall be established each year not less than 75 days before the end of the school term. A copy of the list shall be distributed to the Association. Each teacher will be categorized into one or more positions for which the teacher is qualified to hold based upon legal qualifications and any other qualifications established by the District in a job description in place no later than May 10 of the prior school year.

- B. Within each position the District shall establish four groupings of teachers qualified to hold the position as follows:
1. Grouping 1 shall consist of each teacher not in contractual continued service who has not received a performance evaluation.
 2. Grouping 2 shall consist of each teacher with a Needs Improvement or Unsatisfactory performance evaluation rating on either of the teacher's last 2 performance evaluation ratings.
 3. Grouping 3 shall consist of each teacher with a performance evaluation rating of at least Proficient on both of the teacher's last 2 performance evaluation ratings, if 2 ratings are available, or on the teacher's last performance evaluation rating, if only one rating is available, unless the teacher qualifies for placement into grouping 4.
 4. Grouping 4 shall consist of each teacher whose last 2 performance evaluation ratings are Excellent and each teacher with 2 Excellent performance evaluation ratings out of the teacher's last 3 performance evaluation ratings with a third rating of Proficient.
- C. Among teachers qualified to hold a position, teachers must be dismissed in the order of their groupings, with teachers in grouping one dismissed first and teachers in grouping four dismissed last.
- D. Within grouping one, the sequence of dismissal is at the discretion of the school district. Within grouping 2, the sequence of dismissal must be based upon average performance evaluation ratings, with the teacher or teachers with the lowest average performance evaluation rating dismissed first. A teacher's average performance evaluation rating must be calculated using the average of the teacher's last 2 performance evaluation ratings, if 2 ratings are available, or the teacher's last performance evaluation rating, if only one rating is available, using the following numerical values: 4 for Excellent; 3 for Proficient; 2 for Needs Improvement; and 1 for Unsatisfactory. As between or among teachers in grouping 2 with the same average performance evaluation rating and within each of groupings 3 and 4, the teacher or teachers with the shorter length of continuing service with the school district must be dismissed first.

Upon request of either party, the parties shall establish a joint committee of equal representation selected by the Superintendent for the District and the Teachers' Association for the teachers to address matters related to B above as provided for in Section 24-12(c) of the School Code. The request must be made prior to December 1st of the current school year for changes to be effective for that school year. Agreement by the joint committee as to a matter requires the majority vote of all committee members and in the event of no agreement, the provisions of B above shall apply.

Article XI. Teacher Assignments and Transfers

A. Assignments

1. The Superintendent and the administrative staff are responsible for the assignment of employees to positions within the School District. The assignment shall be based upon a consideration of:
 - Certification
 - Training
 - Performance Evaluation
 - Educational needs of the District.
2. All teachers shall be given notice of their tentative assignments for the forthcoming year no later than the last week of the current school year. This notice shall include subject and/or grade level and building.

B. Reassignments And Transfers

Reassignment shall be defined as a change in subject or grade level. Transfer shall be defined as a change in building.

1. Voluntary Reassignments and Transfers: All requests for re-assignment or transfer should be made by letter to the Superintendent through the building principal. Re-assignment to another position or class shall be based upon a consideration of:
 - A change in the entire nature of the job.
 - Increased or reduced responsibilities.
 - Quality of work performed.
 - Length of service.
 - Welfare of students.

If the request for reassignment or transfer is denied, the administrator denying the request shall give written notification to the individual making the request within five (5) days from the date of denial.

2. Involuntary Reassignments or Transfers: Although teachers may involuntarily be transferred to another building, or reassigned to a new subject area, or grade level (i.e.: primary, intermediate, or junior high), no involuntary transfer or reassignment will be made without due deliberation, which shall include a review of all similarly qualified teachers who have advised the administration that they are willing to voluntarily transfer and/or be reassigned. The administration will attempt to avoid such transfers without the teacher's consent. Any change in a teacher's assignment which is initiated by the Administration will be preceded by a conference between the affected teacher and the Administrator initiating the change. At this conference the Administrator will explain the rationale for the change and permit the teacher to share his/her reaction to the change. The rationale is not

grievable. The teacher shall have the right to an association representative at this meeting. Where the Superintendent believes that the transfer or reassignment of a teacher would be in the best interests of the District's educational program, such a transfer or reassignment shall be accomplished based upon a consideration of:

- Certification
- Training
- Performance Evaluation
- Educational needs of the District.

The Superintendent shall consider the interests and aspirations of the teacher when selecting a teacher for involuntary transfer. Any teacher transferred or reassigned involuntarily shall receive priority consideration in any requested transfer or reassignment for future vacancies. The Board will make reasonable effort in attempting not to involuntarily transfer said teacher to another building, or reassign subject area, or grade level (i.e.: primary, intermediate, or junior high) for a period of two years. No reprisals will be taken against any teacher who objects to an involuntary transfer or reassignment. Said objection should not appear in the teacher's personnel file. If the change is not acceptable to the teacher, the teacher shall be allowed to resign without prejudice.

B. Opportunities for Reassignment, Transfer, or Promotions

During the spring of each year principals shall inform their staff of known possible district opportunities for reassignment, transfer, or promotion for the upcoming school year. Teachers who are willing to accept any other position within the district shall notify their building principal in writing of their willingness to do so. Promotional positions are defined as administrative positions or those positions listed in Section 3 of Appendix B of this agreement.

C. Teachers who are required to use their own transportation in the performance of their assigned duties shall be reimbursed at the rate per mile established by the Internal Revenue Service.

Article XII. Vacancy Notices

- A. Whenever any vacancies exist in the School District, (i.e., administrative, or certified staff), the Board shall select candidates based upon a consideration of:

- Background and experience.
- Certification and training.
- Recommendations/ Performance evaluations.
- Educational needs of the District.

Where two (2) or more candidates are considered to be equal regarding the above criteria, candidates currently employed by School District #61 will be given preference in the selection process.

- B. As soon as vacancies are known, the Board will post on the district web page and give notice via district e-mail, all known and anticipated full-time and part-time vacancies for the forthcoming academic year, and will update the list as needed.
- C. During the summer, vacancy notices will be posted on the district web page and also be made available in the Superintendent's office.

Article XIII. Extra Duty and Extra Duty Vacancies

- A. By May 15th of each year, all employees shall be given a listing of extra duties for the following academic year from the principal of that building. If an employee would like to be considered for any of the positions, the employee must return the form within one week. Tentative assignments will be made known to the employees by the last week of the current school year.
- B. Extra Duty vacancies that occur in a building throughout the school year shall initially be posted in that building's faculty lounge or via building e-mail. Any vacancy may also be posted district-wide and will be posted district wide if it remains open after the initial posting. All notices shall include a general description of the extra duty position, qualifications required, and salary range for the position.
- C. Extra Duty vacancies shall be filled first by interested and qualified certified staff. If no certified staff are interested in the position, the position may be filled by non-certified staff.
- D. The Administration will make every reasonable attempt to accommodate all requests for extra duties. In the event that multiple applicants apply for lunch duty, job sharing may be allowed at the discretion of the administration.
- E. A certified employee that wishes to continue in an extra duty position such as a coach or assistant coach, or any other position that requires specialized or additional training, shall be allowed to continue in that position as long as a satisfactory performance is maintained. If the administration believes it to be in the best interest of the school district to remove this teacher from this position, the administrator will meet with the teacher within five (5) days of this decision to explain the reasons for the change. The decision of the administration is final. Positions such as team leader, department head, or administrative assistants, may be changed as needed by the administration.

Article XIV. Compensation and Related Provisions

A. Schedules

1. All salaries shall be paid according to "Appendix A", The Salary Schedule. All extra duty pay, including Long Term District Committee compensation, shall be paid according to "Appendix B", Extra Duty Compensation Schedule. If new positions need to be added to Appendix B during the life of this contract, such additions may be made by mutual agreement of the Board and the President of the Darien Education Association.

B. Payroll

1. Each teacher employed for the full school year shall be paid on the basis of twenty-four (24) equal payments on the 15th and 30th of each month. If a regular pay date falls on a day when school is not in session, teachers shall receive pay on the last work day preceding the scheduled pay date.
 - a. Employees receiving contractual Extra Duty Pay will have the option of receiving either of the following two methods of payment for that extra duty. The chosen option should be indicated on the extra duty contract.
 - 1) One lump sum payment payable at the end of the appropriate semester in a separate check from the regular pay, or
 - 2) Included in the regular paychecks distributed equally through the remaining pay periods.

C. Experience Credit

1. The Superintendent will evaluate the teaching experience of the teacher and recommend to the Board the amount of experience to recognize for salary schedule placement purposes. Salary schedule credit may be given for experience as a teacher's aide or assistant, or experience working with children in a responsible position in a structured program up to a maximum of two (2) years; one (1) year of credit for each two (2) years of experience.
2. Credit for prior military service shall be provided for up to two (2) years of such service, provided the teacher had some teaching experience prior to such military service.
3. Teachers employed full time prior to the start of this contract shall automatically move one step vertically on the new 2019-2020 salary schedule with the exception of teachers who are frozen at the last step of their lane.

4. Teachers will be allowed only one vertical move per year of this contract.

D. Tuition Reimbursement

1. The Board will reimburse the tuition costs for graduate study up to fifteen (15) semester hours per twelve (12) month period at a rate of fifty percent (50%). The twelve month period is defined from the start date of the contracted year to the end of the same contracted year. The total amount of money reimbursed may not exceed \$1,500.00 per employee during a twelve month period for Bachelor and Bachelor 15 lanes. The total amount of money reimbursed may not exceed \$900.00 per employee during a twelve month period for Masters, Masters 15, and Masters 30.
2. To be eligible for reimbursement, the courses must have the prior approval of the Superintendent.
3. When the Board requires the teacher to take a specific class, the tuition for that class will be fully reimbursed by the Board.
4. When the teacher's assignment requires additional endorsement in a particular field, in order to be considered highly qualified under ESEA, appropriate undergraduate credits will be eligible for reimbursement.
5. Reimbursement will be provided only after the completion of the course(s) with a grade of B or higher for which the reimbursement is sought, and upon submission of proof of tuition payment. In cases where the only grade given is satisfactory/ unsatisfactory, a satisfactory will qualify for reimbursement.

E. Educational Credit

1. Teachers shall move horizontally on the salary schedule upon presentation of official transcripts for course work to the Superintendent and provided that:
 - a. The course work was approved by the Superintendent prior to enrollment.
 - b. Course work is at the graduate level from an accredited institution, related to District/building initiatives and goals, and shall be approved by the Superintendent prior to enrollment.
 - c. Course work is earned subsequent to the highest degree earned, with a grade of B or better.
 - d. The Superintendent shall be informed on or before the opening day of school of an anticipated change in salary lanes for that school year.

- e. Course work is earned on or before August 31st to receive salary credit for the first semester. The transcript for the additional credits which effect change in salary lanes shall be presented no later than September 30th, following the first day of school.

F. Master Teacher Certification Incentive

1. If a member of the bargaining unit attains the certification of Master Teacher as outlined in the Illinois School Code, the District will compensate the individual member of the bargaining unit in the amount of \$1000 annually for the period of time that the individual holds the certification.

G. Doctorate Incentive

1. If a member of the bargaining unit earns a doctorate degree, the district will compensate the individual member of the bargaining unit in the amount of \$1000 annually in addition to their salary on the salary schedule.

Article XV. Retirement

A. Retirement Incentives:

1. Retirees may, at their option, continue in the District's group health/major medical insurance plan at their expense in accordance with COBRA and any other applicable statute.

a. Years of Service Retirement Incentive

Upon giving notice of retirement not later than February 1 of the final year of employment, a teacher with a minimum of fifteen (15) years of service to District 61, shall be entitled to receive a post retirement payment based upon years of service to District 61. This service award shall be equal to \$400 for each year of full-time teaching service in District 61 and who do not utilize ERO, and shall be payable in the following manner: (1) if notice of retirement is given by February 1 of any year of this agreement for retirement effective either at the end of the then current school year or the end of either of the next two school years, the service award shall be spread over the final one, two, or three years of employment in such a manner as to increase the teacher's TRS credible earnings from the previous school year up to a maximum of 6% in each of the last one, two, or three years with any remainder to be paid after retirement as severance pay. A teacher who intends to retire at the end of the 2024 - 2025 or 2025 - 2026 school term shall be entitled to the benefits of this Section provided that he/she gives written notice of retirement not later than June 15, 2023.

B. A teacher's notification of intent to retire may only be rescinded for one or more of the following reasons:

1. death in the retiree's immediate family;
2. loss of an employment offer which was to be effective during retirement; or
3. other reasons as determined solely by the Board, said reasons to not be precedent setting with respect to granting or denying requested changes in retirement election.

C. A teacher's letter of intent to rescind notification of retirement must be submitted to the Superintendent or designee not later than March 1 of the year in which retirement was intended, and the Board of Education shall decide whether to grant or deny the requested rescission on or before April 1 of the same year; if the Board fails to act within the time allowed, the request shall be deemed granted.

- D. A teacher who made a lane change prior to retirement that would cause their salary to increase beyond 6% in any of the years that are used to calculate retirement salary would not be eligible for any retirement incentives.

Article XVI. Inclusion

Both parties recognize the extent to which any individual student with disabilities should participate in regular education programs must be appropriate to that student's unique needs as determined by a Multidisciplinary Staff Conference and set forth in his Individualized Education Program (IEP, When regular education placement has the potential to be part of the student's IEP, regular and special education staff in conjunction with the parent(s,) will jointly determine the appropriateness and extent of regular education placement and collaboratively develop the IEP document in accordance with applicable law, rules, and regulations.

- A. With regard to inclusion students, regular education teachers and teacher assistants shall be provided appropriate training as determined necessary by the administration, given the nature of the student's educational, behavioral, or physical needs as determined by the IEP document. Training will include sharing pertinent information among staff members who need the information to provide services to the student including the child's IEP, Transition Plan, or other educational plan or documents. In addition, specialized training may be required due to the unique needs of the child.
- B. Further, co-plan meetings with appropriate regular and special education staff members shall be scheduled as necessary to refine the implementation of the student IEP. Whenever possible, these meetings will be scheduled during the student day.
- C. An Inclusion Advisory Committee will review issues concerning inclusion, develop ongoing inclusion philosophy, study and/or consider District policy, assist in determining how training may be delivered, and to assist in programming for joint planning time between the regular and special education staffs. This committee will also have the responsibility of preparing and recommending the Special Education section of the District 61 Teacher Handbook and making recommendations to update the section as necessary. This committee will be chaired by the Director of Special Services and shall include a building level administrator, a regular education teacher from each building, and a special education teacher or a representative from the pupil personnel team of each building. This committee shall meet as needed, (determined jointly by DEA and administration) and will make recommendations regarding all inclusion issues to the Superintendent with a copy of the recommendations to the Association.
- D. Similar appropriate guidelines should be utilized with respect to other categories of students in regular education classes requiring modifications or adaptations such as ELL (English Language Learner) students and students with 504 Plans.

Article XVII. Negotiation Procedures

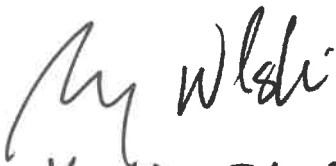
- A. Both parties understand and agree to negotiate in good faith. For the purpose of this process, the parties agree “good faith” means the parties will consider proposals and counterproposals presented by either side and will make an effort to arrive at an agreement. It does not imply that either party must make concessions or capitulate in part or totally regarding matters under consideration.
- B. It is the mutual responsibility of the School Board and the Association, that their respective negotiating agents shall be clothed with necessary power and authority to make and consider proposals, counterproposals, and tentative agreements.
- C. All tentative agreements shall be written and initialed by the spokesperson of the respective teams at the meeting the tentative agreement is reached. Initialed copies shall be given to each negotiating team.
- D. The Agreement or any phase of it shall be considered tentative until the entire Agreement is negotiated. After the teachers have ratified the Agreement, the Board will take official action to approve or reject the tentative Agreement.
- E. If agreement is not reached by forty-five (45) days before the opening of school for the fall, mediation will be used if either party declared an impasse in negotiations.
- F. By mutual written agreement, an impasse may be declared at any time.
- G. The Federal Mediation and Conciliation Service will be used to assist in resolving any impasse during the negotiation of the contract. This is, of course, subject to change if the Illinois Educational Labor Relations Board imposes

Article XVIII. Duration and Related Technical Clauses

- A. Complete Understanding- The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. It is understood that all rights, powers, and authority of the Board and/or its administrative staff not limited by the language of this Agreement are retained by the Board. It is further agreed that the Board may create and enforce reasonable rules and regulations for employees so long as such rules do not contravene any specific provision of this Agreement.
- B. No-Strike- Employees covered by this Agreement, and the Association, agree not to strike, or engage in or support or encourage a concerted refusal to render full and complete services in the School District.
- C. Individual Contracts- The terms and conditions of this Agreement shall be reflected in individual contracts or employee contracts.
- D. Recognition of this Agreement- This Agreement supersedes and nullifies all previous written and verbal negotiation agreements between the Board and the Association.
- E. Savings Clause- Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, or by legislative act, then that part shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in effect. Should any additional modification or change be made in this Agreement it shall be necessary that the parties mutually agree in writing.
- F. Expenses incurred for making copies of the Agreement will be shared by the Association and the Board.
- G. The Association and the Board agree that this Agreement represents full, frank, and arms length negotiations of employment conditions, salary, and fringe benefits proposals advanced by the parties. The association assumes equal responsibility for any and all proposals tentatively agreed to by the parties, and as such, agrees to co-indemnify the Board of Education, its members, agents, and employees from any and all claims, demands, suits and judgments (including the costs of defense for the same) arising from any claim that the provisions of this Agreement violate any rules, regulations and/or laws of the Federal and State Governments (and subdivisions of the same).
- H. Duration of Agreement- This Agreement shall be effective as of the first day of the 2019-2020 school term and shall continue in effect through the day preceding the first day of the 2022-2023 school term. This Agreement shall expire at such expiration date unless it is extended for a specific period or periods by mutual written agreement of the parties.

The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties below. This Agreement is signed this 20th day of August, 2019.

DARIEN EDUCATION ASSOCIATION

By: 

President

By: 

Vice President

BOARD OF EDUCATION, DARIEN PUBLIC SCHOOLS, DISTRICT #61

By: 

President

By: 

Secretary

Salary Schedule*

2019 - 2020

2019-20	BA	B+15	MA	MA+15	MA+30	
1	44,381	45,291	48,819	50,003	51,215	Base Increase
2	45,291	46,219	50,003	51,215	52,457	0.93%
3	46,219	47,167	51,215	52,457	53,730	
4	47,167	48,134	52,457	53,730	55,032	B - STEP
5	48,134	49,120	53,730	55,032	56,367	1.0205
6	49,120	50,127	55,032	56,367	57,734	
7	50,127	51,155	56,367	57,734	59,134	M - Step
8	51,155	52,204	57,734	59,134	60,568	1.02425
9	52,204	53,274	59,134	60,568	62,037	
10	53,274	54,366	60,568	62,037	63,541	
11	54,366	55,480	62,037	63,541	65,082	
12	55,480	56,618	63,541	65,082	66,660	
13	56,618	57,778	65,082	66,660	68,277	
14	57,778	58,963	66,660	68,277	69,932	
15			68,277	69,932	71,628	
16			69,932	71,628	73,365	
17			71,628	73,365	75,144	
18			73,365	75,144	76,967	
19			75,144	76,967	78,833	
20			76,967	78,833	80,745	
21				80,745	82,703	
22				82,703	84,708	
23				84,708	86,763	
24				86,763	88,867	
25				88,867	91,022	
26					93,229	
27					95,490	
28					97,805	
29					100,177	
30					102,606	
31					103,606	

*Teachers who in the 2014-2015 contract year were on or beyond BA, BA +15 step 14, MA step 20 or MA+15 step 25 or within 2 steps of BA, BA +15 step 14, MA step 20 or MA+15 step 25 may continue to move down the salary lanes only if they are taking classes that are eligible for lane movement. (That salary is listed on the Protected Salary Schedule.)

Salary Schedule*

2020 - 2021

2020-2021	BA	B+15	MA	MA+15	MA+30	
1	44,869	45,789	49,356	50,541	51,754	Base Increase
2	45,789	46,728	50,541	51,754	52,996	1.10%
3	46,728	47,686	51,754	52,996	54,268	
4	47,686	48,663	52,996	54,268	55,570	B - STEP
5	48,663	49,661	54,268	55,570	56,904	1.0205
6	49,661	50,679	55,570	56,904	58,269	
7	50,679	51,718	56,904	58,269	59,668	M - Step
8	51,718	52,778	58,269	59,668	61,100	1.02400
9	52,778	53,860	59,668	61,100	62,566	
10	53,860	54,964	61,100	62,566	64,068	
11	54,964	56,091	62,566	64,068	65,605	
12	56,091	57,241	64,068	65,605	67,180	
13	57,241	58,414	65,605	67,180	68,792	
14	58,414	59,611	67,180	68,792	70,443	
15			68,792	70,443	72,134	
16			70,443	72,134	73,865	
17			72,134	73,865	75,638	
18			73,865	75,638	77,453	
19			75,638	77,453	79,312	
20			77,453	79,312	81,216	
21				81,216	83,165	
22				83,165	85,161	
23				85,161	87,205	
24				87,205	89,297	
25				89,297	91,441	
26					93,635	
27					95,882	
28					98,184	
29					100,540	
30					102,953	
31					103,953	

*Teachers who in the 2014-2015 contract year were on or beyond BA, BA +15 step 14, MA step 20 or MA+15 step 25 or within 2 steps of BA, BA +15 step 14, MA step 20 or MA+15 step 25 may continue to move down the salary lanes only if they are taking classes that are eligible for lane movement. (That salary is listed on the Protected Salary Schedule.)

Salary Schedule*

2021 - 2022

2021-2022	BA	B+15	MA	MA+15	MA+30	
1	45,430	46,361	49,973	51,160	52,375	Base Increase
2	46,361	47,312	51,160	52,375	53,619	1.25%
3	47,312	48,282	52,375	53,619	54,892	
4	48,282	49,271	53,619	54,892	56,196	B - STEP
5	49,271	50,281	54,892	56,196	57,531	1.0205
6	50,281	51,312	56,196	57,531	58,897	
7	51,312	52,364	57,531	58,897	60,296	M - Step
8	52,364	53,438	58,897	60,296	61,728	1.02375
9	53,438	54,533	60,296	61,728	63,194	
10	54,533	55,651	61,728	63,194	64,695	
11	55,651	56,792	63,194	64,695	66,231	
12	56,792	57,956	64,695	66,231	67,804	
13	57,956	59,144	66,231	67,804	69,414	
14	59,144	60,357	67,804	69,414	71,063	
15			69,414	71,063	72,751	
16			71,063	72,751	74,479	
17			72,751	74,479	76,248	
18			74,479	76,248	78,058	
19			76,248	78,058	79,912	
20			78,058	79,912	81,810	
21				81,810	83,753	
22				83,753	85,742	
23				85,742	87,779	
24				87,779	89,863	
25				89,863	91,998	
26					94,183	
27					96,420	
28					98,709	
29					101,054	
30					103,454	
31					104,454	

*Teachers who in the 2014-2015 contract year were on or beyond BA, BA +15 step 14, MA step 20 or MA+15 step 25 or within 2 steps of BA, BA +15 step 14, MA step 20 or MA+15 step 25 may

continue to move down the salary lanes only if they are taking classes that are eligible for lane movement. (That salary is listed on the Protected Salary Schedule.)

Salary Schedule 2022 - 2023

2022-2023	BA	B+15	MA	MA+15	MA+30	
1	45,998	46,941	50,598	51,787	53,004	Base Increase
2	46,941	47,903	51,787	53,004	54,249	1.25%
3	47,903	48,885	53,004	54,249	55,524	
4	48,885	49,887	54,249	55,524	56,829	B - STEP
5	49,887	50,910	55,524	56,829	58,164	1.0205
6	50,910	51,954	56,829	58,164	59,531	
7	51,954	53,019	58,164	59,531	60,930	M - Step
8	53,019	54,106	59,531	60,930	62,362	1.02350
9	54,106	55,215	60,930	62,362	63,828	
10	55,215	56,347	62,362	63,828	65,328	
11	56,347	57,502	63,828	65,328	66,863	
12	57,502	58,681	65,328	66,863	68,434	
13	58,681	59,883	66,863	68,434	70,042	
14	59,883	61,111	68,434	70,042	71,688	
15			70,042	71,688	73,373	
16			71,688	73,373	75,097	
17			73,373	75,097	76,862	
18			75,097	76,862	78,668	
19			76,862	78,668	80,517	
20			78,668	80,517	82,409	
21				82,409	84,346	
22				84,346	86,328	
23				86,328	88,357	
24				88,357	90,433	
25				90,433	92,558	
26					94,733	
27					96,959	
28					99,238	
29					101,570	
30					103,957	
31					104,957	

*Teachers who in the 2014-2015 contract year were on or beyond BA, BA +15 step 14, MA step 20 or MA+15 step 25 or within 2 steps of BA, BA +15 step 14, MA step 20 or MA+15 step 25 may continue to move down the salary lanes only if they are taking classes that are eligible for lane movement. (That salary is listed on the Protected Salary Schedule.)

Protected Salary Schedule

Background (From 2014 - 2019 Collective Bargaining Agreement):

Teachers who in the 2014-2015 contract year were on or beyond BA, BA +15 step 14, MA step 20 or MA+15 step 25 or within 2 steps of BA, BA +15 step 14, MA step 20 or MA+15 step 25 may continue to move down the salary lanes only if they are taking classes that are eligible for lane movement.

Protected Salary Schedule 2020-2023

	Protected M	Potected M+15
20	76,668	
21	78,561	
22	80,500	
23	82,489	
24	84,527	
25	86,617	88,759
26	88,759	90,955
27	90,955	93,206
28	93,206	95,513
29	94,206	97,879
30		98,879

Appendix B

**EJH Extra Duty
2020 – 2023**

Extra Duty Schedule
Eisenhower Junior High School
Annual Duties

SECTION 1 – COACHING*	WEEKS	RATE
Basketball Varsity (Boys and Girls)	12	\$2400.00
Basketball JV (Boys and Girls)	12	\$2400.00
Cross Country (Boys and Girls)	10	\$2000.00
Soccer (Boys and Girls)	7	\$1400.00
Volleyball Varsity (Girls)	13	\$2600.00
Volleyball JV (Girls)	13	\$2600.00
Volleyball (Boys)	9	\$1800.00
Track and Field (Boys and Girls)	10	\$2000.00
Softball	10	\$2000.00
Swimming	3	\$600.00
Wrestling	13	\$2600.00
Cheerleading JV	12	\$2400.00
Cheerleading Varsity	12	\$2400.00
Pom Poms	9	\$1800.00
Chess	10	\$2000.00
Scholastic Bowl	10	\$2000.00
Assistant Coach (70% of Sports Annual Rate)		

*Individuals who coached or worked a yearly stipend in the 2018-2019 school year will receive the greater amount between the rate listed or a 12% increase from the rate earned in the 2018-2019 school year.

SECTION 2 – YEARLY STIPENDS	RATE
Student Council	\$4615.50
Intramural Director	\$1850.25
Year Book	\$1525.45
Team Leader	\$1626.25
Curriculum Committee Chair	\$2800.00
Curriculum Committee Member	\$448.00
Mentors	\$203.85

SECTION 3 – HOURLY/SET RATES	RATE		RATE
Evening chaperone (hourly)	\$17.62	Variety Show (per hour)	\$17.62
Breakfast/Lunch Duty (per session)	\$23.04	Homebound Tutor (hourly)	\$33.88
Before/After School Detention (per session)	\$17.62	Internal Substitute (per class)	\$29.12
Homework Club (hourly)	\$28.00	Intramurals (per session)	\$20.33
Scorekeeper/Timer (game)	\$29.81	Sewing for a Cause (per session)	\$23.04
Game Supervisor (game)	\$29.81	Schedule Pick Up (per day)	\$67.76
After school clubs (hourly)	\$23.04	Outdoor Ed (per day)	\$39.20
Hall Supervision (session)	\$17.62	Springfield Trip (per day)	\$78.40
Science Olympiad (hourly)	\$23.04	Washington, DC Trip (per trip)	\$280.00
Tech Day Presenter (per hour, 3 hours max)	\$28.00	Accompanist (per hour)	\$24.64
Wrestling Tournament (per hour)	\$17.62	Summer Curriculum Work	\$33.88 /2 hr.
Translation (per hour)	\$28.00	Snowflake (hourly)	\$101.64 per day
			\$17.62

SECTION 4 – SPECIALIZED POSITIONS	RATE	
Instrumental Director	\$6776.00	*Technology positions listed in Section 4 may be filled by either certified or non-certified staff.
Vocal Music Director	\$5420.80	
Technology Mentor	\$1761.76	
Building Webmaster	\$1355.20	
District Webmaster	\$1355.20	

SECTION 5 – ADMINISTRATIVE/PROMOTIONAL POSITIONS	RATE
Administrative Assistant	\$2168.32
Administrative Trainee	\$2981.44
Assistant Principal	\$6776.00
SST Coordinator	\$1490.72 (per grade level)

Appendix B**Elementary Extra Duty****2020 – 2023**

Extra Duty Schedule

Mark DeLay and Lace Elementary Schools

Annual Duties

SECTION 1 – YEARLY STIPENDS	RATE	SECTION 2 – HOURLY/SET RATES	RATE
Bus Duty	\$2102.24	Evening Chaperone (hourly)	\$17.62
Hall Duty	\$2102.24	CSI Night (per session)	\$33.88
Safety Patrol	\$1199.52	Lunch Duty (per session)	\$23.04
Art Fest	\$448.00	Set Design (hourly)	\$17.62
STEM Night	\$448.00	Homebound Tutor (hourly)	\$33.88
School Music Program	\$448.00	Intramural Supervision (per session)	\$20.33
Field Day Set-Up	\$448.00	Tech Day Presenter (per hour, 3 hours max)	\$28.00
Curriculum Committee Member	\$448.00	Accompanist (hourly)	\$24.64
Curriculum Committee Chair	\$2800.00	Camp (per day)	\$67.76
		Kindergarten Round Up (hourly)	\$17.62
		Translation (hourly)	\$28.00
		Summer Curriculum Work	\$33.88/2hr \$101.64 per day

*Individuals who coached or worked a yearly stipend in the 2018-2019 school year will receive the greater amount between the rate listed or a 12% increase from the rate earned in the 2018-2019 school year.

SECTION 3 –SPECIALIZED POSITIONS	RATE	
Instrumental Director	\$5420.80	*Technology positions listed in Section 3 may be filled by either certified or non-certified staff.
Vocal Music Director	\$2710.40	
Technology Mentor	\$1761.76	
Building Webmaster	\$1355.20	
District Webmaster	\$1355.20	

SECTION 4 – ADMINISTRATIVE/PROMOTIONAL POSITIONS	RATE
Administrative Assistant	\$2168.32
Administrative Trainee	\$2981.44
Assistant Principal	\$6776.00
SST Coordinator	\$1490.72 (per grade level)

Appendix C: Sample Maternity Letters

Copy, edit, and paste the letter that suits the type of leave you are taking. Send a copy to the District Office as well as the Association President.

Letter A:

To: Dr. Carlo and Darien 61 Board of Education

From: Date:

Re: Maternity/Paternity Leave

Dear Dr. Carlo and Board of Education,

I am writing to request a maternity/paternity leave to begin or upon the birth of my child. I will be using the eight weeks and returning after the forty work days are complete. I understand all my benefits will be maintained and the district will pay their portion of the insurance premium during this time.

I also understand that a meeting with the District Office and myself will be conducted to be sure that we all have the same understanding of the leave being taken, projected dates of leave and return.

Respectfully,

cc: Roy Wolski, DEA president

Letter B:

To: Dr. Carlo and Darien 61 Board of Education

From: Date:

Re: Maternity/Paternity Leave

Dear Dr. Carlo and Board of Education,

I am writing to request a maternity/paternity leave to begin or upon the birth of my child. I will be using 12 weeks FMLA with 40 days paid as sick days and the remaining will be unpaid. I understand all my benefits will be maintained and the district will pay their portion of the insurance premium during this time.

I also understand that a meeting with the District Office and myself will be conducted to be sure that we all have the same understanding of the leave being taken, projected dates of leave and return.

Respectfully,

cc: Roy Wolski, DEA president

Letter C:

To: Dr. Carlo and Darien 61 Board of Education

From: Date:

Re: Maternity/Paternity Leave

Dear Dr. Carlo and Board of Education,

I am writing to request a maternity/paternity leave to begin or upon the birth of my child. I will be taking the long term parental leave; using my 40 days paid as sick days and taking the remainder of the year off and the following school year, 20-- - 20-- as well. I understand that this remaining time after the 40 days would be unpaid and with insurance benefits for the first 3 months only.

I also understand that a meeting with the District Office and myself will be conducted to be sure that we all have the same understanding of the leave being taken, projected dates of leave and return.

Respectfully,

cc: Roy Wolski, DEA president

Letter D:

To: Dr. Carlo and Darien 61 Board of Education

From: Date:

Re: Maternity/Paternity Leave

Dear Dr. Carlo and Board of Education,

I am writing to request a maternity/paternity leave to begin or upon the birth of my child. I will be taking the long term parental leave; using my 40 days paid as sick days and taking the remainder of the year off. I understand that this remaining time after the 40 days would be unpaid and with insurance benefits for the first 3 months only.

I also understand that a meeting with the District Office and myself will be conducted to be sure that we all have the same understanding of the leave being taken, projected dates of leave and return.

Respectfully,

cc: Roy Wolski, DEA president

MEMORANDUM OF UNDERSTANDING

Appendix B of Collective Bargaining Agreement approved on August 20, 2019

This Memorandum of Understanding is entered into this nineteenth day of November, 2019, between the Darien Education Association and the Board of Education, Darien Public School District #61, for the purpose of amending Appendix B of the collective bargaining agreement.

The parties agree that the follow changes should be added and/or updated as follows:

Appendix B, Section 1-Coaching (page 42)

The number of weeks for Pom Pons should be 12 instead of 9 (as listed) making the Rate \$2,400 instead of \$1,800 (as listed).

Appendix B, Section 1-Yearly Stipends (page 44)

Mentors was not listed under the Extra Duty Schedule for Mark DeLay and Lace Schools.

This extra duty should read:

Mentors with a rate of \$203.85 (as listed under Section 2-Yearly Stipends for Extra Duties for Eisenhower Junior High School)

This Memorandum of Understanding will remain in force and be incorporated into the collective bargaining agreement between the Board of Education, Darien Public School District #61 and the Darien Education Association, 2019 – 2023.

For the Board of Education:


Janine Kiwiet

President, Board of Education

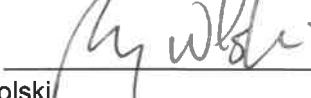
11-19-19
Date


Joe Tortorich

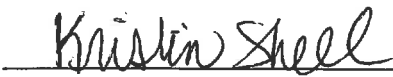
Secretary, Board of Education

11/19/19
Date

For the Association:


Roy Wolski
President, Darien Education Association

11/11/19
Date


Kristin Shell

Vice- President, Darien Education Association

11/12/19
Date

