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AGREEMENT

BETWEEN

**THE
DARIEN PUBLIC SCHOOLS DISTRICT # 61
BOARD OF EDUCATION**

AND

**THE
DARIEN EDUCATION ASSOCIATION**

**2023-2024 School Year
2024-2025 School Year
2025-2026 School Year
2026-2027 School Year**

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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. Dues Deductions - Members may choose payroll deductions and the Association will provide the business office with the information of members who chose this option.
- E. 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.
- F. 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.
- G. Board Communication:
 - 1. 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.
 - 2. Board Policy Changes- Before final adoption of Policies by the Board of Education, the Board shall post the proposed policy on the district website.

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 (Curriculum Night, Parent Teacher Conferences, and Monthly Learning Meetings). Reasonable effort will be made to limit the number of meetings and activities conducted outside of the school day.
2. Teachers will have at least forty (40) consecutive minutes of personal preparation time each day at the elementary level. On a typical school week, all teachers shall have no less than two hundred twenty-five (225) minutes of personal preparation time each week. Under normal circumstances, preparation time for teachers shall be during the student day. If a program is scheduled during a teacher's personal preparation time, the teacher assigned at that time will be in charge of the students.
3. If a staff member misses their personal preparation time or duty free lunch due to an IEP/504 meeting, lack of coverage, or student crisis and personal preparation time cannot be accommodated during the student day, the staff member will be paid at the internal substitute rate.
4. Collaborative Plan Time/Professional Development Time:
 - a. During the 2023-2024 school year, teachers shall be provided ninety (90) continuous minutes of collaborative plan time during School Improvement Days (SIP) for MTSS, instructional practices, grade level team meetings, curricular department meetings, professional development, and/or learning meetings.

- b. Beginning with the 2024-2025 school year, teachers shall be provided with at least sixty (60) minutes of collaborative plan time per week during contracted hours, at least forty (40) minutes of which will be continuous minutes, for MTSS, instructional practices, grade level team meetings, curricular department meetings, professional development, and/or learning meetings.

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. Purpose of Evaluation:

The primary objective of teacher evaluation shall be to improve the quality of instruction and provide constructive feedback for the teacher's professional growth.

B. Evaluation Plan:

Teacher evaluation will be conducted pursuant to the District's Teacher Evaluation Plan created by the PERA Joint Committee.

https://drive.google.com/drive/folders/1BYnhpXuj1UcereQOrFQlvCBfuC4L5zqF?usp=drive_link

C. PERA Joint Committee:

1. Darien School District 61 will use a PERA Joint Committee to assess and review the effectiveness of the district's Evaluation Plan for the purposes of the continuous improvement of instruction and evaluation practices.
2. The PERA Joint Committee is composed of equal representation of administrators determined by the district and teachers determined by the association.
3. The PERA Joint Committee will meet at least once a year to review and revise the Evaluation Plan as necessary.

D. Orientation:

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.

E. Observations:

1. The purpose of observations is for the evaluator to help generate ideas for different teaching strategies the teacher might make in the future to more effectively meet learning objectives.
2. Required Observations:
 - a. Non-Tenured teachers in years 1 and 2 shall be formally observed at least three (3) times each school year. Non-Tenured teachers in years 3 and 4 shall be formally observed at least two (2) times each school year unless a third formal observation is requested by the teacher. Efforts will be made to have at least one of the required observations occurring December 1st or later.
 - b. Tenured teachers shall be formally observed once during their three (3) year cycle as long as a proficient evaluation is

maintained. If only one formal observation is given then the other required observation should be an informal observation. The final decision to observe a teacher in any school year will be made by the administration.

- c. Each formal observation shall:
 - i. 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.
 - ii. Include a pre-observation conference held within five (5) school days prior to each of the required observations.
 - iii. Be at least thirty (30) consecutive minutes of a class period.
 - iv. Include a post-observation conference held within five (5) school days following the formal observation, except for good reason, in which case the conference will be scheduled at the earliest possible convenience of both parties.
- d. Each informal observation shall:
 - i. Provide feedback from the evaluator to the teacher either orally or in writing (electronic or paper). If the feedback is in written format, the teacher may request a post-observation conference with the evaluator within five (5) school days.

F. Summative Evaluation:

1. The summative evaluation conference for teachers shall be held no later than March 15, unless the evaluator notifies the teacher of a later date, but no later than the March Board of Education meeting.
2. Teachers in their final year prior to retirement who are rated proficient or excellent will not be evaluated.

G. Right to Respond:

If the teacher disagrees with the summative evaluation, they may attach any objections in writing within five (5) school days after the summative evaluation conference. Additionally, the teacher or the evaluator can request a meeting to discuss the details of the objection. The evaluator makes the final determination of the teacher's summative rating.

H. Grievances: Teacher Evaluation:

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.

I. Placement of Materials in File:

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. District Insurance Committee:

The Board is committed to providing affordable, high quality health, dental, and vision insurance benefits for Teachers at a shared cost between the Board and Teachers and places a high value on staff involvement in the selection process of insurance carriers.

In keeping with this philosophy, the Superintendent and Chief School Business Official shall meet no less than annually with a committee of at least four (4) Teachers selected by the Association, one Board Member, and one Administrator. The purpose of this committee will be to gather input on the current status of the District health insurance program, coverage, and renewal plan and costs, review possible cost containment measures, review competitive carrier options, and discuss the service of the current carrier.

After gathering this information, the committee will provide any feedback regarding the current insurance benefits prior to the Board's approval of the insurance renewal or any approval of changes in benefits or carriers. The Association shall submit names of Teachers who will be members of the District insurance committee to the Superintendent. Once the renewal is received, the Superintendent or designee will notify the District Insurance Committee to schedule a meeting.

B. Health Insurance:

1. Medical insurance coverage and benefits shall be continued at substantially similar levels to those in effect as of June 30, 2023. 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.

C. 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.

D. 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.

E. 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 Days:

1. Sick days shall be interpreted to mean leave due to personal illness, disability, (including pregnancy, childbirth, or related medical conditions), quarantine at home, or serious illness or family bereavement leave as per 105 ILCS.
2. Each teacher shall be entitled to sick days with full pay during the term of this Agreement. The annual allotment of sick days for teachers will be based on years of service to the district. The annual allotment of sick days for each teacher will be as follows:

Years of service in the district Certified Staff (Teachers)

Years	Sick Days
0 - 4	15 days
5 - 8	16 days
9-12	18 days
13 and above	20 days

3. Employees who start their contractual obligations after the school year has begun, are entitled to sick days prorated at the rate of one and one half (1.5) days for each month of contracted service.
4. An employee may use up to three sick days to attend to an emergency situation if he/she has exhausted their personal days. Each employee is able to access their total sick days credit through the online absence system.
5. If any employee does not use the full amount of annual sick days allowed, the unused amount shall be allowed to accumulate as sick days without limit.

B. 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 days are 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 an application within thirty (30) days of employment.
 - a. 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.

- b. 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.
 - c. Upon retirement teachers have the option to donate additional sick days to the bank at their discretion in line with state law.
3. To be eligible to draw upon the Volunteer Sick Leave Bank, each participant must have:
 - a. Exhausted their own reserve of sick leave days.
 - b. Communicate with District 5 working days prior to exhausting sick leave days and request to utilize the Sick Leave Bank.
 - c. Submit a doctor's written report confirming the employee's reasons for using the sick bank.
 4. Requests for use of the bank will be made in writing 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. 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.
 6. Users of the Sick Leave Bank shall not pay back any days obtained from the Sick Leave Bank.

C. Personal Days:

1. Personal days shall be available to each full-time employee for situations which require leaves of absence during school hours for personal or family matters. Personal days 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 - 3:30pm. 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 day 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 day 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.

D. Jury Duty:

There shall be no loss of salary because of jury duty. The employee must input jury duty through the automated absence system and communicate with the building administrator. Should the district no longer use an automated system the process for approval will be redefined.

E. Religious Days:

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.

F. Public Health Emergency Paid Administrative Leave (per BOE Policy 5:250):

- 1. During any time when the Governor has declared a disaster due to a public health emergency under 20 ILCS 3305/7, paid administrative leave is available to eligible employees if the District, State or any of its agencies, or the local health department has issued guidance, mandates, or rules related to the Public Health Emergency that restrict an employee from being on District property for a reason outlined in State law.

2. The employee will receive as many days of administrative leave as required to abide by the public health guidance, mandates, and requirements issued by the Illinois Department of Public Health.
3. As a condition of being granted Public Health Emergency paid administrative leave, an employee shall provide all documentation necessary to substantiate the employee's eligibility for the leave, as requested by the Superintendent or designee. An employee who is on Public Health Emergency paid administrative leave will receive the employee's regular rate of pay; the leave will not diminish any other leave or benefits of the employee. Employees may not accrue Public Health Emergency paid administrative leave.

Article IX. Leaves of Absence

A. Military Leave:

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. Family Leave:

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.

C. Paternity-Maternity-Adoption Leave: *(Sample letters included in Appendix C)*

1. Use of Sick Days- An employee may use up to sixty (60) paid sick days 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.
2. Use of FMLA- 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.
 - a. 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.)
 - b. 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 C1 above shall run concurrent with the 12 week FMLA time allotment.

- c. 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.
- d. 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.

Conditions of Leave-

- a. 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 the date of delivery or the date of placement of an adopted child.
- b. 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.
- c. 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.

Benefits of the Leave-

- a. 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.
- b. 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.
- c. The employee shall be permitted to retain all unused sick leave accrued as of the date of the leave.
- d. 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 shall maintain any previous earned year towards tenure status upon return. 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.
- e. 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. Bereavement Leave:

1. State law allows a maximum of 10 unpaid work days for eligible employees for bereavement. However, an employee of Darien District 61 may use sick or personal days for bereavement in lieu of unpaid days. (Family and Medical Leave Act of 1993, 20 U.S.C. §2601 et seq.)
2. The purpose, requirements, scheduling, and all other terms of the leave are governed by the Family Bereavement Leave Act. Eligible employees may use family bereavement leave, without any adverse employment action, for: (1) attendance by the bereaved staff member at the funeral or alternative to a funeral of a covered family member, which includes an employee's child, stepchild, domestic partner, sibling, parent,

mother-in-law, father-in-law, grandchild, grandparent, or stepparent (2) making arrangements necessitated by the death of the covered family member, (3) grieving the death of the covered family member, or (4) absence from work due to a Significant Event, which includes: (i) miscarriage, (ii) an unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure, (iii) a failed adoption match or an adoption that is not finalized because it is contested by another party, (iv) a failed surrogacy agreement, (v) a diagnosis that negatively impacts pregnancy or fertility, or (vi) a still birth. An employee qualifying for leave due to a Significant Event will not be required to identify which specific reason applies to the employee's request.

3. The leave must be completed within 60 days after the date on which the employee received notice of the death of the covered family member or the date on which an event under item (4) above occurs. However, in the event of the death of more than one covered family member in a 12-month period, an employee is entitled to up to a total of six weeks of bereavement leave during the 12-month period, subject to certain restrictions under State and federal law. Other existing forms of leave may be substituted for the leave provided in the Family Bereavement Leave Act. This policy does not create any right for an employee to take family bereavement leave that is inconsistent with the Family Bereavement Leave Act.

F. 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 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.
- E. 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, or transfer 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.

C. Reimbursement for Work Related Transportation

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

1. 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.
2. 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.
3. As soon as vacancies are known, the Board will post on the district web page and give notice via district email, all known and anticipated full-time and part-time vacancies for the forthcoming academic year, and will update the list as needed.
4. 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

1. 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.
2. 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.
3. 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.
4. 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.
5. 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 coordinator roles, may be changed as needed by the administration.

Article XIV. Compensation and Related Provisions

A. Schedules:

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 and Stipend 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.
2. 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 school year 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.
2. 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.
3. 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.
4. Teachers employed full time prior to the start of this contract shall automatically move one step vertically on the new 2023-2024 salary schedule with the exception of teachers who are frozen at the last step of their lane.
5. Teachers will be allowed only one vertical move per year of this contract.
6. Upon hire, School Counselors, School Psychologists, Speech Language Pathologists, and Social Workers shall receive credit for education lane

placement on the salary schedule for completion of a master's program requiring more than thirty (30) credits.

For example, a newly hired employee that submits a transcript indicating the master's program required forty-five (45) credits for completion of the program will be placed in the MA+15 lane on the salary schedule. The maximum placement on the salary schedule based on such credit shall be MA+30. A transcript indicating the master's program requirements and conferral of the master's degree shall be required to receive the appropriate education placement on the salary schedule

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. The transcript for the additional credits which effect change in salary lanes shall be presented no later than October 15th, following the first day of school.

F. Master Teacher Certification Incentive:

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:

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.

H. 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.
 - a. Each member will be reimbursed for one approved professional growth experience to a maximum of \$200 every other year.
 - b. Based on federal grants, additional funds for reimbursement may be made available pending approval from administrators.
 - c. Participation for one professional growth experience during the other years will be granted without reimbursement, unless additional funds become available.
 - d. A substitute teacher will be provided by the district at no cost to the member.
 - e. 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.
 - f. 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.
 - g. 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.

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.
2. 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.

Years of School District 61 Service	Stipend Per Years of Service
15-20	\$400
21-26	\$500
27-31	\$600

**Cap at 31 years: 32 + years the incentive maxes at \$18,600 (\$600 x 31) as a stipend towards retirement.*

This incentive shall be payable in the following manner: 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 creditable 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 2025-2026 or 2026-2027 school term shall be entitled to the benefits of this Section provided that he/she gives written notice of retirement not later than June 1, 2027.

3. 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.

B. Retirement Incentive towards TRS Years of Service

For employees who do not have up to two years of sick days to use towards retirement due to extended leaves listed in Article IX in this contract may be entitled to a retirement incentive of sick days to be gifted by the district to maximize TRS years of service as listed below:

1. The amount of days gifted back shall not exceed the amount of sick days used by the employee, not to exceed one year of service.

C. Rescind Intent to Retire

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.

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.

Article XVI. Special Education

A. Inclusion Model of Instruction

It is hereby recognized that the Board of Education and Darien Education Association embraces and supports inclusive instructional practices to best address the individual needs of students with disabilities. This philosophy serves as the foundation for special education programming and services and requires the collaborative efforts of general and special educators. A spirit of trust, professionalism, and open communication is inherent in the process. All individuals involved must respectfully strive to fulfill mutual objectives while maintaining individual standards and expectations with the given constraints of the inclusive system.

B. District Service Delivery Team

In support of this commitment, the district will establish a District Service Delivery Team, composed of administrators and licensed staff, which will provide systemic direction and support to the district and building level teams on the structure of these services. This team will meet a minimum of once each school year, or more frequently as needed.

C. IEP Team Collaboration

The Board and the Association recognize that students who receive supports and services through an Individual Education Plan (IEP) benefit from ongoing communication and collaboration between team members in order to facilitate access to the curriculum. As learning needs become more significant and complex, regular planning by the student's team is essential. This team will meet as needed to discuss the appropriate adaptations and modifications of the specific services provided and the essential training needed to implement the IEP services and supports.

D. Case Management Planning Time

Special Education Case Managers and/or evaluators will be provided at least one half day of substitute coverage per quarter or trimester for case management duties. The Special Education Case Managers and/or evaluators will communicate with building administrators to set up substitute coverage.

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 2023-2024 school term and shall continue in effect through the day preceding the first day of the 2026-2027 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 June, 2023

DARIEN EDUCATION ASSOCIATION

By: Kristin Shell
President

By: Sally Misino
Vice President

BOARD OF EDUCATION, DARIEN PUBLIC SCHOOLS, DISTRICT #61

By: Jamena
President

By: K. Bell
Secretary

Appendix A- Salary Schedule

2023-2024 School Year*

Lane	BA	BA+15	MA	MA+15	MA+30
Step	<i>4% increase on the Year 1 BA salary (base)</i>				
1	\$47,838	\$48,819	\$52,622	\$53,858	\$55,124
2	\$48,819	\$49,819	\$53,858	\$55,124	\$56,419
3	\$49,819	\$50,840	\$55,124	\$56,419	\$57,745
4	\$50,840	\$51,882	\$56,419	\$57,745	\$59,102
5	\$51,882	\$52,946	\$57,745	\$59,102	\$60,491
6	\$52,946	\$54,032	\$59,102	\$60,491	\$61,912
7	\$54,032	\$55,140	\$60,491	\$61,912	\$63,415
8	\$55,140	\$56,270	\$62,151	\$63,415	\$64,856
9	\$56,270	\$57,424	\$63,367	\$64,856	\$66,381
10	\$57,424	\$58,601	\$64,856	\$66,381	\$67,941
11	\$58,601	\$59,802	\$66,381	\$67,941	\$69,538
12	\$59,802	\$61,028	\$67,941	\$69,538	\$71,171
13	\$61,028	\$62,278	\$69,538	\$71,171	\$72,844
14	\$62,278	\$63,555	\$71,171	\$72,844	\$74,556
15			\$72,844	\$74,556	\$76,308
16			\$74,556	\$76,308	\$78,101
17			\$76,308	\$78,101	\$79,936
18			\$78,101	\$79,936	\$81,815
19			\$79,936	\$81,815	\$83,738
20			\$81,815	\$83,738	\$85,705
21				\$85,705	\$87,720
22				\$87,720	\$89,781
23				\$89,781	\$91,891
24				\$91,891	\$94,050
25				\$94,050	\$96,260
26					\$98,522
27					\$100,837
28					\$103,208
29					\$105,633
30					\$108,115
31					\$109,155

**Teachers who are currently in a frozen cell at the end of the 2019-2023 contract, or teachers who move into a frozen cell during this contract, will remain in their current step until they move to a new lane. When the teacher moves to a new lane the salary will move from the current frozen step to the next step in the appropriate lane. Ex. BA+15 step 14 to MA step 15. Teachers, who at the conclusion of the 2019-2023 contract were included in the protected salary schedule will be frozen at the salary in which they fell at the conclusion of the 2023 school year (see Protected Salary Schedule).*

2024-2025 School Year*

Lane	BA	BA+15	MA	MA+15	MA+30
Step	<i>4% increase on the Year 1 BA salary (base)</i>				
1	\$49,751	\$50,771	\$54,727	\$56,013	\$57,329
2	\$50,771	\$51,812	\$56,013	\$57,329	\$58,676
3	\$51,812	\$52,874	\$57,329	\$58,676	\$60,055
4	\$52,874	\$53,958	\$58,676	\$60,055	\$61,466
5	\$53,958	\$55,064	\$60,055	\$61,466	\$62,910
6	\$55,064	\$56,193	\$61,466	\$62,910	\$64,389
7	\$56,193	\$57,345	\$62,910	\$64,389	\$65,952
8	\$57,345	\$58,521	\$64,389	\$65,952	\$67,451
9	\$58,521	\$59,721	\$65,902	\$67,451	\$69,036
10	\$59,721	\$60,945	\$67,451	\$69,036	\$70,659
11	\$60,945	\$62,194	\$69,036	\$70,659	\$72,319
12	\$62,194	\$63,469	\$70,659	\$72,319	\$74,018
13	\$63,469	\$64,769	\$72,319	\$74,018	\$75,757
14	\$64,769	\$66,098	\$74,018	\$75,757	\$77,538
15			\$75,757	\$77,538	\$79,360
16			\$77,538	\$79,360	\$81,225
17			\$79,360	\$81,225	\$83,134
18			\$81,225	\$83,134	\$85,087
19			\$83,134	\$85,087	\$87,087
20			\$85,087	\$87,087	\$89,134
21				\$89,134	\$91,229
22				\$91,229	\$93,372
23				\$93,372	\$95,567
24				\$95,567	\$97,812
25				\$97,812	\$100,111
26					\$102,463
27					\$104,871
28					\$107,336
29					\$109,858
30					\$112,440
31					\$113,521

**Teachers who are currently in a frozen cell at the end of the 2019-2023 contract, or teachers who move into a frozen cell during this contract, will remain in their current step until they move to a new lane. When the teacher moves to a new lane the salary will move from the current frozen step to the next step in the appropriate lane. Ex. BA+15 step 14 to MA step 15. Teachers, who at the conclusion of the 2019-2023 contract were included in the protected salary schedule will be frozen at the salary in which they fell at the conclusion of the 2023 school year (see Protected Salary Schedule).*

2025-2026 School Year*

Lane	BA	BA+15	MA	MA+15	MA+30
Step	<i>4% increase on the Year 1 BA salary (base)</i>				
1	\$51,741	\$52,802	\$56,916	\$58,253	\$59,622
2	\$52,802	\$53,884	\$58,253	\$59,622	\$61,023
3	\$53,884	\$54,989	\$59,622	\$61,023	\$62,457
4	\$54,989	\$56,116	\$61,023	\$62,457	\$63,925
5	\$56,116	\$57,267	\$62,457	\$63,925	\$65,427
6	\$57,267	\$58,441	\$63,925	\$65,427	\$66,964
7	\$58,441	\$59,639	\$65,427	\$66,964	\$68,538
8	\$59,639	\$60,862	\$66,964	\$68,538	\$70,149
9	\$60,862	\$62,109	\$68,538	\$70,149	\$71,798
10	\$62,109	\$63,383	\$70,149	\$71,798	\$73,485
11	\$63,383	\$64,682	\$71,798	\$73,485	\$75,212
12	\$64,682	\$66,008	\$73,485	\$75,212	\$76,979
13	\$66,008	\$67,360	\$75,212	\$76,979	\$78,788
14	\$67,360	\$68,742	\$76,979	\$78,788	\$80,639
15			\$78,788	\$80,639	\$82,535
16			\$80,639	\$82,535	\$84,474
17			\$82,535	\$84,474	\$86,459
18			\$84,474	\$86,459	\$88,491
19			\$86,459	\$88,491	\$90,571
20			\$88,491	\$90,571	\$92,699
21				\$92,699	\$94,878
22				\$94,878	\$97,107
23				\$97,107	\$99,390
24				\$99,390	\$101,725
25				\$101,725	\$104,115
26					\$106,562
27					\$109,066
28					\$111,629
29					\$114,252
30					\$116,937
31					\$118,062

**Teachers who are currently in a frozen cell at the end of the 2019-2023 contract, or teachers who move into a frozen cell during this contract, will remain in their current step until they move to a new lane. When the teacher moves to a new lane the salary will move from the current frozen step to the next step in the appropriate lane. Ex. BA+15 step 14 to MA step 15. Teachers, who at the conclusion of the 2019-2023 contract were included in the protected salary schedule will be frozen at the salary in which they fell at the conclusion of the 2023 school year (see Protected Salary Schedule).*

2026-2027 School Year*

Lane	BA	BA+15	MA	MA+15	MA+30
Step	<i>4% increase on the Year 1 BA salary (base)</i>				
1	\$53,811	\$54,914	\$59,193	\$60,583	\$62,007
2	\$54,914	\$56,040	\$60,583	\$62,007	\$63,464
3	\$56,040	\$57,189	\$62,007	\$63,464	\$64,955
4	\$57,189	\$58,361	\$63,464	\$64,955	\$66,482
5	\$58,361	\$59,557	\$64,955	\$66,482	\$68,044
6	\$59,557	\$60,779	\$66,482	\$68,044	\$69,643
7	\$60,779	\$62,025	\$68,044	\$69,643	\$71,279
8	\$62,025	\$63,296	\$69,643	\$71,279	\$72,955
9	\$63,296	\$64,594	\$71,279	\$72,955	\$74,670
10	\$64,594	\$65,918	\$72,955	\$74,670	\$76,425
11	\$65,918	\$67,269	\$74,670	\$76,425	\$78,220
12	\$67,269	\$68,648	\$76,425	\$78,220	\$80,058
13	\$68,648	\$70,055	\$78,220	\$80,058	\$81,939
14	\$70,055	\$71,491	\$80,058	\$81,939	\$83,865
15			\$81,939	\$83,865	\$85,836
16			\$83,865	\$85,836	\$87,853
17			\$85,836	\$87,853	\$89,918
18			\$87,853	\$89,918	\$92,030
19			\$89,918	\$92,030	\$94,194
20			\$92,030	\$94,194	\$96,407
21				\$96,407	\$98,673
22				\$98,673	\$100,992
23				\$100,992	\$103,365
24				\$103,365	\$105,794
25				\$105,794	\$108,280
26					\$110,824
27					\$113,428
28					\$116,094
29					\$118,823
30					\$121,615
31					\$122,785

**Teachers who are currently in a frozen cell at the end of the 2019-2023 contract, or teachers who move into a frozen cell during this contract, will remain in their current step until they move to a new lane. When the teacher moves to a new lane the salary will move from the current frozen step to the next step in the appropriate lane. Ex. BA+15 step 14 to MA step 15. Teachers, who at the conclusion of the 2019-2023 contract were included in the protected salary schedule will be frozen at the salary in which they fell at the conclusion of the 2023 school year (see Protected Salary Schedule).*

Protected Salary Schedule

Background (From 2014 - 2019 and 2019 - 2023: Collective Bargaining Agreement):

Teachers, who at the conclusion of the 2019-2023 contract were included in the protected salary schedule will be frozen at the salary in which they fell at the conclusion of the 2023 school year (see below). These teachers will not be able to move down the salary schedule, or move lanes unless the teacher moves to MA+30 Lane, at which time the teacher will be placed accordingly on the regular salary schedule. The schedule below is provided as reference for these salaries.

Protected Salary Schedule		
<i>From 2019-2023 Contract</i>		
	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- Extra Duty and Stipend Compensation Schedule

SECTION 1- YEARLY STIPENDS **

District Stipend Positions/Rates	
Program Coordinator	\$2,255.05
SST Coordinator	\$1,550.35
Building Webmaster	\$1,409.41
District Webmaster	\$1,409.41
Curriculum Committee Chair	\$2,912.00
Curriculum Committee Member	\$465.92
Mentors	\$212.00

Eisenhower Junior High Stipend Positions/Rates		Mark DeLay & Lace Stipend Positions/Rates²	
Student Council	\$4,800.12	Bus Duty	\$2,186.33
Intramural Director	\$1,924.26	Hall Duty	\$2,186.33
Yearbook	\$1,586.47	Safety Patrol	\$1,247.50
Team/Department Leader ¹	\$1,691.30	Art Fest	\$465.92
Instrumental Director	\$7,047.04	STEM Night	\$465.92
Vocal Music Director	\$5,637.63	School Music Program	\$465.92
Athletic Director	\$7047.04	Field Day Set-Up	\$465.92
¹ If a teacher is only a team leader or only a department leader, the teacher gets half of the stipend.		Instrumental Director	\$5,637.63
		Vocal Music Director	\$2,818.82

² It is the individual's responsibility to find another staff member to cover the position if they are sick or unable to perform their stipend responsibilities. It is the individual's responsibility to monetarily reimburse the staff member at the daily rate of \$11.89 for Bus/Hall Duty, and \$6.74 for Safety Patrol. If a replacement can not be found by the individual, then they may be required to reimburse the district (at the daily rate) for any uncovered days missed.

**** Individuals who coached or worked a yearly stipend in the 2018-2019 school year, who received a rate increase in the 2019-2020 school year, and had continuous holding of the same position up through the 2022-2023 school year, will receive a one time increase of 4% in the 2023-2024 school year to their rate. This rate will remain in place for the duration of this contract, as long as the individual continuously holds the same position. If the individual no longer holds the position, the pay will reflect the rate(s) shown above.**

SECTION 2- COACHING**

Eisenhower Junior High Coaching Positions		
Position	Weeks	Rate
Basketball Varsity (Boys and Girls)	12	\$2,496.00
Basketball JV (Boys and Girls)	12	\$2,496.00
Cross Country (Boys and Girls)	10	\$2,080.00
Soccer (Boys and Girls)	8	\$1,664.00
Volleyball Varsity (Girls)	13	\$2,704.00
Volleyball JV (Girls)	13	\$2,704.00
Volleyball (Boys)	9	\$1,872.00
Track and Field (Boys and Girls)	10	\$2,080.00
Baseball	10	\$2,080.00
Softball	10	\$2,080.00
Swimming	3	\$624.00
Wrestling	13	\$2,704.00
Cheerleading JV	12	\$2,496.00
Cheerleading Varsity	12	\$2,496.00
Pom Pons	12	\$2,496.00
Chess	10	\$2,080.00
Scholastic Bowl	10	\$2,080.00
Assistant Coach (70% of Sports Annual Rate)		

*** Individuals who coached or worked a yearly stipend in the 2018-2019 school year, who received a rate increase in the 2019-2020 school year, and had continuous holding of the same position up through the 2022-2023 school year, will receive a one time increase of 4% in the 2023-2024 school year to their rate. This rate will remain in place for the duration of this contract, as long as the individual continuously holds the same position. If the individual no longer holds the position, the pay will reflect the rate(s) shown above.*

SECTION 3- HOURLY/SET RATES

Eisenhower Junior High Hourly/Set Rates			
Description	Rate	Description	Rate
Before/After School Supervision	\$18.32	Homebound Tutor (hourly)	\$35.24
Breakfast/Lunch Duty (per session)	\$23.96	Internal Substitute (per class)	\$30.28
Homework Club (hourly)	\$29.12	Intramurals (per session)	\$21.14
Scorekeeper/Timer (game)	\$31.00	Schedule Pick Up (per day)	\$70.47
Game Supervisor (game)	\$31.00	Springfield Trip (per day)	\$81.54
After school clubs (hourly)	\$23.96	Washington, DC Trip (per trip)	\$291.20
Science Olympiad (hourly)	\$23.96	Accompanist (per hour)	\$25.63
Tech Day Presenter (per hour, 3 hours max)	\$29.12	Building Level Committee Work (hourly)	\$34.48
Translation (per hour)	\$29.12		
Summer Curriculum Work (per 2 hours)	\$35.24		
Summer Curriculum Work (per day/6 hours)	\$105.72		
Summer Evaluations (per 2 hours)	\$35.24		
Summer Evaluations (per day/6 hours)	\$105.72		

Mark DeLay & Lace Hourly/Set Rates			
Description	Rate	Description	Rate
Before/After School Supervision	\$18.32	Internal Substitute (hourly)	\$34.48
CSI Night (per session)	\$35.24	Jump Into Kindergarten (per day)	\$70.47
Lunch Duty (per session)	\$23.96	Outdoor Ed (per day)	\$40.77
Set Design (hourly)	\$18.32	Kindergarten Round Up (hourly)	\$18.32
Homebound Tutor (hourly)	\$34.48	Translation (hourly)	\$29.12
Intramural Supervision (per session)	\$21.14	Accompanist (hourly)	\$25.63
Tech Day Presenter (per hour, 3 hours max)	\$29.12	Building Level Committee Work (hourly)	\$34.48
Summer Curriculum Work (per 2 hours)	\$35.24		
Summer Curriculum Work (per day/6 hours)	\$105.72		
Summer Evaluations (per 2 hours)	\$35.24		
Summer Evaluations (per day/6 hours)	\$105.72		

Appendix C: Sample Paternity-Maternity-Adoption Leave Letters

Use the example that suits the type of leave you are taking for your letter. Send a copy to the District Office as well as the Association President.

Letter #1: Use this letter if you are using up to 12 weeks FMLA for the leave and you have enough sick days (up to 60 sick days can be used) for the entirety of your leave.

To: Darien 61 Superintendent and Board of Education
From:
Date:
Re: Maternity/Paternity Leave

Dear Darien 61 Superintendent 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 ___ weeks of FMLA with ___ days paid as sick days. 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: DEA President

Letter #2 : Use this letter if you are using up to 12 weeks FMLA leave and do not have enough sick days to cover the entirety of your leave.

To: Darien 61 Superintendent and Board of Education

From:

Date:

Re: Maternity/Paternity Leave

Dear Darien 61 Superintendent 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 ___ weeks FMLA with ___ days paid as sick days. I understand that the remaining ___ days will be unpaid while 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: DEA President

Letter #3: Use this letter if you are using 12 weeks FMLA and the remainder of the school year for your leave.

To: Darien 61 Superintendent and Board of Education

From:

Date:

Re: Maternity/Paternity Leave

Dear Darien 61 Superintendent 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 ___ days paid as sick days and taking the remainder of the year off. I understand that this remaining time after the ___ 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: DEA President

Letter #4: Use this letter if you are using 12 weeks FMLA, the remainder of the school year plus the entire following school year for your leave.

To: Darien 61 Superintendent and Board of Education

From:

Date:

Re: Maternity/Paternity Leave

Dear Darien 61 Superintendent 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 ___ days paid as sick days and taking the remainder of the year off as well as the following school year, 20-- - 20---. I understand that this remaining time after the ___ 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: DEA President