

ARTICLE I

A. PREAMBLE

Whereas, the Board of Education and Dallas City Education Association recognize and declare that providing a quality education for the students of Dallas Elementary School District #327 is a mutually desirable goal and chances of attaining such a goal are improved by the maintenance of a high quality professional staff.

It shall be the determination of both groups to this Agreement to modify their respective interests in all matters which will adversely affect that quality education.

B. RECOGNITION

The Board of Education recognizes the Dallas City Education Association (an affiliate of the Illinois Education Association and the National Education Association) as the certified, exclusive, and sole bargaining representative for all full-time, regularly employed certificated teachers. This shall include all such teachers on an authorized leave of absence and any position hereinafter created which is not supervisory or administrative in nature. A supervisory or administrative position is one whose responsibilities include authority in the interest of the Board to hire, assign, transfer, promote, evaluate, discipline, or discharge members of the bargaining unit. Included specifically in this unit are: classroom teachers, guidance counselors, librarians, special education personnel, and coordinators under a Dallas Elementary teaching contract. Excluded from this agreement are support personnel and non-teaching positions; secretaries, clerks, teacher aides, clerical aides, cafeteria personnel, bus drivers, maintenance, safety, and substitute personnel, custodial employees, coaches and sponsors. Also excluded from this agreement are any persons not specifically mentioned as included. The present bookkeeper will be considered as Administrative personnel.

Due to the Technology Coordinator's access to highly confidential information he/she will be required to sign an agreement stating that abuse of this privilege will result in immediate dismissal.

ARTICLE II

IMPASSE PROCEDURE

A. MEDIATION

1. If agreement is not reached on all items to be negotiated by forty-five (45) days prior to the certified budget submission date, either party may declare to one another in writing that an impasse exists and call for mediation.

2. If either party calls for mediation, the other party shall join in such request. The parties shall request a mediator from the Federal Mediation Service if the parties cannot agree on a third party.
3. The cost of the mediator and/or rental of any necessary facilities, if any, shall be shared equally by the Board and the Association.

ARTICLE III

PROCEDURES FOR NEGOTIATIONS

A. GOOD FAITH BARGAINING

Both the Board of Education and D.C.E.A. pledge to meet at reasonable times and places to negotiate in good faith. During the course of negotiations the Board and D.C.E.A. agree to make proposals and counter-proposals. "Good Faith" effort as elaborated upon in this section does not compel the parties to reach an agreement on specific topics. Articles tentatively agreed to shall be initialed and dated by both the Board representative and that of the D.C.E.A.

B. FIRST MEETING

The request for the first face-to-face meeting from the D.C.E.A. or the Board of Education shall be made in writing to the Secretary of the DCEA or the President of the Board of Education. Within ten (10) working days of the date of the request, a mutually convenient time and place for a meeting shall be set. This meeting shall be set no later than twenty (20) days following the date of the request. Such request must be forthcoming between January 2 and April 1 of the last year of the Agreement. Any further meetings shall be agreed upon by the chief negotiators of both parties to complete an Agreement.

C. RELEASED TIME

When negotiations are conducted during regular school hours, members of the D.C.E.A. negotiating team, not to exceed three (3) persons, shall be released from their regular teaching assignments. The D.C.E.A. shall reimburse the District for the employment of qualified substitutes. Negotiations shall not be scheduled during working hours more than one alternate session, and then for no more than one-half (1/2) of the regular teaching day. All sessions will be scheduled by mutual agreement.

D. SELECTION OF NEGOTIATING TEAM

Neither the Board of Education nor the D.C.E.A. shall have any influence or control over the selection of the negotiating team of the other party. Both parties will provide their team with all the necessary power and authority to make proposals, and to come to tentative agreements on items being negotiated.

E. ACCESS TO INFORMATION

The D.C.E.A. shall receive, on written request, regularly and routinely prepared public information of the financial condition of this School District. The Board of Education will agree with reasonable requests for any other available and necessary information which may be necessary to negotiations or for the processing of a grievance. Nothing herein shall require any Board employee to research and assemble information. If the requested items have not been previously prepared for distribution, the D.C.E.A. shall reimburse the School District for the cost of preparing such items as determined by the Superintendent.

ARTICLE IV

GRIEVANCE PROCEDURE

- A. A grievance is an alleged violation, misinterpretation, or misapplication of the terms of this Agreement. A grievance shall mean any differences that arise between the Board or its agents and the D.C.E.A., or any individual member of the bargaining unit concerning an alleged violation, misinterpretation, or misapplication of this agreement. Time limits in this procedure shall begin within twenty (20) school days following the date of the occurrence or the date by which a person should reasonably have had knowledge of the occurrence.
- B. STATEMENT OF BASIC PRINCIPLES
1. Any teacher, group of teachers, or the D.C.E.A. shall have the right to present grievances in accordance with the Procedure.
 2. Any person who participates in these grievance procedures shall not be subjected to discipline or reprisal because of such participation.
 3. All parties have the responsibility to consider and take action promptly, within authority delegated to them, on grievances presented to them.

C. PROCEDURE

1. 1st Step: An attempt shall be made to resolve any complaint by means of an informal, verbal discussion between the complainant and the first person in the Administration who has the authority to make a decision on the matter. This person shall be designated to be the principal or the appropriate department head or director. If the complainant begins Step 1 with a department head or director and the complaint is not resolved there, the complainant shall attempt to resolve the complaint by means of an informal discussion with the principal before proceeding to Step 2.
2. 2nd Step: If the complaint cannot be resolved at the first step, it shall be put in writing and presented to the Administrator within ten (10) school days with whom the informal discussion was held. The grievance must identify the alleged violation of the agreement and the remedy sought. Within 10 school days of receipt of the written complaint, the Administrator shall confer with the complainant who may bring a certified staff member of his or her choosing to the conference. If the grievance is resolved to the complainant's satisfaction, all record of such grievance is eliminated. If the grievance is not thereby resolved to the complainant's satisfaction, the Administrator shall render a written decision within twenty (20) school days.
3. 3rd Step: If the complaint is not resolved at the second step, the complainant may appeal the decision of the Administrator to the Superintendent or his or her designee from the central office staff within ten (10) school days following receipt of the written decision at the second step. Within ten (10) school days after written appeal of the complaint is filed, the complainant, who may be accompanied by a certified staff member of his or her choosing, and the Superintendent or his or her designee from the central office staff, shall meet at a mutually agreeable time to discuss the complaint. If the complaint is not resolved to the satisfaction of the complainant at this meeting, the Superintendent or his or her designee shall prepare and deliver a written decision to the complainant within ten (10) school days following said meeting.
4. 4th Step: If the complaint cannot be settled at the third step, it shall be submitted to the Board of Education through the office of the Superintendent. After the complaint has been submitted, the Board shall hear the complaint together with the parties directly involved. The complainant may bring a staff member or other counsel of his or her choosing to the meeting. It will be the intent of the Board to consider such a complaint, whenever practicable, at the regularly scheduled meeting next following the submission of the complaint to the Board level. In no event, however, will such complaint be considered later than the second regularly scheduled meeting following submission. A special meeting may be called if mutually agreed upon.

5. 5th Step: If the alleged grievance is not resolved at the fourth step, then the fifth step of impartial binding arbitration shall be made available. The D.C.E.A. may submit in writing a request on behalf of the D.C.E.A and the teacher to the Superintendent within ten (10) days of receipt of the Step Four reply to enter arbitration. Arbitration shall be conducted by an Arbitrator to be agreed upon by the parties within ten (10) days after receipt of such request. If both parties fail to reach agreement on this Impartial Arbitrator within ten (10) days, the American Arbitration Association will be requested to provide a list of seven (7) Arbitrators from which a selection shall be made in accordance with its rules. The Arbitrator's authority shall be strictly limited to deciding only the issues presented to him or her, and that decision must be based solely and only upon his or her interpretation of the meaning or application of the express relevant language of the Agreement. The Arbitrator shall have no power to alter the terms of this Agreement, nor to amend, modify, nullify, ignore or add to the provisions of this Agreement.

D. REASON AND COVERAGE

1. Any teacher covered by this Agreement shall have the right to present grievances in line with the following guidelines.
2. Failure of a teacher to act on any grievance within the determined time limits will serve as a prohibition to any further appeal and an Administrator's failure to render a decision within the determined time limits shall permit the teacher (grievant) to proceed automatically to the next step. These time limits may be extended by mutual written agreement of both parties.
3. As used within this Agreement, "day" shall mean days on which the Board's business office is open.
4. It shall be understood and agreed that any investigation or processing of any grievance by the grieving teacher shall be conducted so that no interference or interruption of the instructional program or related work activities of the grieving teacher or of any other teaching staff result.
5. If the D.C.E.A. or any teacher files any claim or complaint in any other manner or forum other than under this grievance procedure, then the Board of Education shall not be required to process the same claim or set of facts through the grievance procedure.

6. (Payment of Expenses) Expenses for the Arbitrator and expenses which are common to both parties shall be borne equally by the Board and the Association. Each party shall be responsible for the cost of compensating its own representatives and witnesses. If both parties request that an official transcript of the arbitration be made, cost shall be divided equally. If only one party requests such a transcript, then that party shall bear the full cost thereof.

E. REPRISALS

No reprisals of any kind shall be taken by the Board of Education, D.C.E.A., or any administrators against a teacher because of his or her participation or lack of participation in the Grievance Procedure.

F. CLASS GRIEVANCE

Class or group grievances, involving more than one teacher or more than one administrator, and grievances involving the Superintendent may be initially filed by the Association at Step Three.

G. BY PASS RESOLUTION

If the D.C.E.A. and the Superintendent mutually agree, Step Two of the Grievance Procedure may be by passed and the grievance brought directly to Step Three.

H. FILING OF MATERIALS

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

ARTICLE V

COMPLIANCE CLAUSE AND DURATION

A. INDIVIDUAL CONTRACTS

If an individual contract contains any language contrary to this Agreement, during its duration, this agreement shall be binding.

B. SEPARABILITY

If any provisions of this Agreement shall be declared illegal by a court of law whose jurisdiction is binding upon this District, that provision shall be deleted from this Agreement to the extent that it has been declared in violation of the law. All remaining provisions shall remain in full force and effect.

C. PRINTING AGREEMENT

Copies of this Agreement shall be printed, at the expense of the D.C.E.A., in a format as the parties shall agree upon, within thirty (30) calendar days after the Agreement has been ratified, for distribution by the D.C.E.A.. to its members and Administrators. The Board of Education shall pay the pro rata cost of excess copies requested.

D. NOTIFICATION

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of the Agreement, either party shall do so by letter at the following designated addresses or at such other address as may be designated by party in written notification to the other party;

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|------------------------------|--|
| 1. If the D.C.E.A. | To: Board of Education
921 Creamery Hill
Dallas City, IL 62330 |
| 2. If the Board of Education | To: DCEA Exec. Committee
921 Creamery Hill
Dallas City, IL 62330 |

ARTICLE VI

A. BOARD AUTHORITY AND RESPONSIBILITY

It is recognized that the legal responsibility for education is vested in the local Board of Education by the SCHOOL CODE and their responsibility of final decision making cannot be delegated. The Association recognizes that the Board has full authority and responsibility as to employment, tenure, discharge, discipline, establishing the length of the school year and school day, maintaining fair class size, and in directing the operation of the school district as may be necessary.

B. SUPERINTENDENT AUTHORITY AND RESPONSIBILITY

Each teacher shall be under the general direction of the Superintendent of Schools and immediately responsible to the Building Principal for carrying out the policies of the Board of Education as they relate to the school system, to the attendance center, to the classroom, and to the immediate contact with the students and parents.

ARTICLE VII

A. TEACHER RIGHTS

1. Any teacher may request in writing to the Board to deduct from his or her pay for the entire cost of Association dues. This sum will be deducted in ten (10) equal amounts. Dues as herein used shall be only that amount set by the N.E.A., I.E.A., and D.C.E.A. as membership fees on an annual basis.
2. Fair Share agreement to be implemented September 1, 1988:
 - a. Each bargaining unit member, as a condition of his or her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Association or pay a fair share fee to the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state and national dues.
 - b. In the event that the bargaining unit member does not pay his or her fair share fee directly to the Association by a certain date as specified by the Association, the Board shall deduct the fair share fee from the wages of the non member. (Section 1125.20) [Ill. Ed. Labor Relations Board]
 - c. Such fee shall be paid to the Association by the Board no later than ten (10) days following deduction.
 - d. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
 - (1) The Employer gives immediate notice on such action in writing to the Association and permits the Association intervention as a party if it so desires, and,
 - (2) The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.
 - e. The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's non-negligent compliance with this Article.

- (1) It is expressly understood that this save harmless provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.
- f. The obligation to pay a fair share fee will not apply to any Employee who, on basis of a bonafide religious tenet or teaching of a church or religious body of which such Employee is a member or a belief sincerely held with the strength of traditional religious views, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collection of the entire fee, the Association will make payment on behalf of the Employee to a mutually agreeable non-religious charitable organization as per Association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board (see page 23, "Religious Dissenters").
3. Termination of employment shall be deemed to include a Notice of Revocation of Authorization unless the teacher shall otherwise advise the Board in writing.
4. The Board shall cause to be sent to the local Association President the total Association dues so deducted within ten (10) calendar days of their deduction, provided the D.C.E.A. shall hold harmless and defend the Board against any action or claim of whatsoever nature in relation to such dues deduction. The D.C.E.A. shall sign a "hold harmless" form as provided by the Board.
5. Upon appropriate written request from any teacher, the Board shall deduct from the salary of any employee and make appropriate remittance for annuities and savings bonds. All such requests must comply with the State and Federal law, including the IRS tax Sheltered annuity rules and regulations.
6. All teachers shall be provided with a minimum of forty (40) unassigned minutes for preparation period during the students' regular instructional day. Teachers will spend this time in an area where they can prepare for student instruction, but may be permitted by the Building Principal to leave the building using such time for off-site preparation on an individual and irregular basis. Prior to leaving the building, teachers will be required to sign out stating their reason for leaving the building. Teachers who abuse this privilege of leaving the building during preparation time may be subject to discipline. Discipline would normally be a verbal reprimand for the first occurrence, a written reprimand in their personnel file for the second, and a disciplinary hearing before the Board of Education for any further occurrences.

During preparation time other persons will be designated as responsible for the care, discipline, and supervision of students.

7. All certified employees covered by this Agreement shall have a duty-free lunch period which shall be thirty (30) minutes in length. Such lunch period will be within the first five and one-half (5 1/2) hours of the working day. During this time, teachers will be able to leave the building by making notification of this intent to the Building Principal or his or her designee. During this time, others will be designated as responsible for the care, discipline, and supervision of students.
8. The Association will be consulted before a determination for the use of unused emergency days. The DCEA will also be consulted regarding the school calendar dates for Parent-Teacher Conferences, Teacher Institutes, School Improvement days, Open House and Christmas Concerts.
9. Service on committees should be voluntary and a teacher should not serve on more than two committees per year. Exclusion to this provision (that of two committees per year) will be made in the following cases:
 - a. Curriculum review committees which may lead to revisions of textbooks and/or other instructional material.
 - b. Committees mandated by the State Board of Education which carry out the intent of legislation passed by the General Assembly.
10. All teachers will be tentatively notified of the next year's assignment by the end of the school year.
 - a. Any change of assignment should be made known to the employee by within twenty (20) days of the beginning of the next school year. In the event the assignment change is made less than 30 days prior to the beginning of the school year, the teacher shall be permitted to resign without penalty.
 - b. Any teacher wishing to be transferred will make a written request stating the positions he or she is interested in. This shall be given to the Superintendent prior to the end of the school year. No position shall be permanently filled until notice of vacancy has been posted on the school website and the DCEA Executive Committee has been notified for three (3) business days.
 - c. The District will notify all certified staff of the creation of new teaching positions via a posting on the school website and notification of the DCEA Executive Committee.

11. The Board of Education will attempt to establish a district-wide teacher/student ratio of 1 to 20. In the event that this ratio exceeds that goal the administration will take steps which will attempt to relieve the additional workload which might result from such an increase due to the exceeding of this goal.
12. Teachers will be expected to attend meetings which by their nature would be obligatory to the teaching professional (i.e. Parent-Teacher Organization, Special Ed Staffing, ART meetings, and Open House). The DCEA will designate a representative to attend the PTO meetings. The DCEA will abide by the laws governing special education staffings. However, if there is no regular education teacher available to attend staffings outside of the normal teacher work day, the meeting will be rescheduled. The District will provide a substitute teacher for regular education teachers who are required to attend staffings during the normal teacher work day.
13. Attendance of teacher meetings, music concerts, SAP meetings and LPDC meetings outside the parameters of the school workday will be voluntary.

B. WORKDAY

1. Teachers shall arrive at school and be ready for work at least fifteen (15) minutes before the start of the student school day and may leave work fifteen (15) minutes after the end of the student's day. The yearly work day will be set at the opening workshop. These times will depend upon the grade school schedules. (Such a workday shall not begin before 7:45 a.m. and shall not end after 3:45 p.m. The exclusion of the following days may be allowed, in effect allowing the Superintendent to restructure the following work days: opening and closing days of school, workshops, Institute days, Parent-Teacher Conference days, and emergency days. (Teachers with a medical, legal, or dental appointment or a workshop to attend may be allowed to arrive after the beginning or leave before the end of the school day without loss of sick or personal leave. Early departure must not be on a regular basis and must be arranged with the Principal in advance and in writing. Late arrivals must be arranged by phone before the teacher's first class.) Teachers enrolled in a pre-approved college class may leave to attend class once students have left the building.
2. Section 2 of Article VII, Part B has been removed from the contract effective August 31, 2004. The 72 hours specified in this section has been satisfied at the completion of approved local assessments in reading.

C. USE OF FACILITIES

The D.C.E.A. shall have the right to hold membership meetings before or after school, on school district property, provided such meetings in no way interfere with any aspect of the total instructional program and, provided that if such meeting entails additional maintenance or custodial expenses, the D.C.E.A. shall pay such costs. Arrangements for this use shall be made with the Building Principal at least twenty-four (24) hours before the intended use. If the meeting shall include groups other than teaching staff, a request for permission to use existing building space shall be made through the Superintendent's office at least forty-eight (48) hours in advance of the time of intended use.

D. USE OF EQUIPMENT, MAILBOXES, AND BULLETIN BOARDS

1. Association members shall have the right to use on-site, district equipment (typewriters, calculators, mimeo and copy machines) when approval for use has been granted by the Principal responsible for such equipment. The D.C.E.A. shall pay the cost of all materials and supplies and the cost of any repairs for which they have been held responsible.
2. The D.C.E.A. shall have the authority to use the faculty mailboxes for a reasonable volume of announcements relative to official Association business. A copy of each such notice shall be provided to the Principal of the affected building and the Superintendent. All D.C.E.A. notices shall be identified and signed by a legally elected Association representative. Bulletin board space shall be made available in each teacher lounge provided notices are signed by the person posting the notice.

E. ACCESS TO MEMBERS

Duly authorized representatives of the Association (and their respective affiliates) shall have the right to conduct Association business on school property at reasonable times, but not during the Board-set teacher's workday, which shall include their preparation time, but shall not include the duty-free lunch period, providing that it does not interfere with or interrupt normal school operations. Any Association representative shall notify the school office of his or her presence in the building upon his or her arrival.

F. ACCESS TO SCHOOL BOARD

The Board will provide the designated D.C.E.A. representative with a copy of the agenda forty-eight (48) hours prior to Regular Board meetings, unless an emergency occurs, which causes the Board of Education to meet within less than 48 hours of posting the agenda.. The Association through its representatives may obtain placement upon the Board's agenda, by requesting in writing at least forty-eight (48) hours prior to any Regular Board meeting. Upon request of the

Superintendent, the Association representative will meet with him or her promptly to review and discuss such matters. An Association member, speaking for the Association, may speak of said items at the Regular meeting as those items are introduced for business. The Superintendent's secretary shall deliver a copy of minutes and monthly expenditure reports after they are approved by the Board of Education.

G. EVIDENCE OF PHYSICAL FITNESS

All teachers are required to provide evidence of physical fitness to perform duties assigned. Such evidence shall be based upon written report of a medical examination by licensed physician. The failure of a teacher to comply with the above shall result in the withholding of his or her salary until the necessary requirements have been completed.

H. SHARED TEACHERS

Teachers who are employed by the Dallas City E.U.S.D. #327 and who are shared with other school districts will not be asked to participate in more than a pro-rated share of duties, including attendance at meetings, sponsoring organizations, and working at extra curricular activities. Assignment of these duties shall be determined jointly by the Building Principals.

I. Retirement Plan

1. Eligibility

To be eligible for any of the following Retirement Plans, a teacher must meet the following requirements:

- a. Have at least twenty (20) years of service as a full-time teacher with the Dallas Elementary School District No. 327, which shall include prior service with the Dallas Community Unit School District No. 336; and
- b. Be eligible to retire with the Teacher's Retirement System (TRS) with either 35 years of TRS creditable service or 60 years of age; and
- c. Submit an irrevocable letter of intent to retire to the Superintendent, no later than March 1 of the school year prior to the beginning of the selected Plan (except for those who wish the Plan to begin in the 2007-08 school year, in which case such letter shall be submitted no later than 60 days following ratification of the contract by both parties.

- d. Any teacher who elects to participate in the Plan for a period of less than four (4) years must not have received an increase of greater than 6% in non-exempt TRS creditable earnings in the school year(s) immediately preceding the proposed start of the Retirement Plan by the following schedule:

Three Year Plan – (1) year prior
Two Year Plan – (2) years prior
One Year Plan – (3) years prior

The District may require proof of eligibility before approving a teacher's notice of intent to retire under the Retirement Plan.

2. Definitions

For purposes of this Article, TRS creditable compensation (earnings) shall be defined by TRS rules.

3. Plans

- a. One Year Plan

If an eligible teacher gives the Board an irrevocable letter of retirement prior to March 1 stating that he/she shall retire at the end of the next school year, the teacher will be removed from the salary schedule and for the final year of employment the teacher's TRS creditable earnings shall be increased by six percent (6%) over the teacher's TRS creditable earnings for the prior year of employment.

Example: The teacher's prior year TRS creditable earnings were \$40,000.00. The teacher's final year TRS creditable earnings will be \$42,400.00 (i.e., $\$40,000.00 \times 1.06 = \$42,400.00$).

For those who are eligible to participate in one of the Plans during the 2007-08 school year, the 6% increase to TRS creditable earning will be paid over the remaining paycheck beginning within 60 days following ratification of the contract by both parties..

- b. Two Year Plan

If an eligible teacher gives the Board an irrevocable letter of retirement prior to March 1 two (2) years prior to the year of retirement, the teacher will be removed from the salary schedule and for the final two (2) years of employment the teacher's TRS creditable earnings shall be increased by six percent (6%) over the teacher's TRS creditable earnings for the prior years of employment respectively.

Example: A teacher gives his/her irrevocable letter of retirement prior to March 1, 2008, stating he/she will retire on June 30, 2010. The teacher's TRS creditable earnings for the 2007-2008 school year were \$40,000.00. The teacher's TRS creditable earnings for the 2008-2009 school year will be \$42,400.00 (i.e., $\$40,000.00 \times 1.06 = \$42,400.00$). The teacher's TRS creditable earnings for the 2009-2010 school year will be \$44,944.00 (i.e., $\$42,400 \times 1.06 = \$44,944.00$).

c. Three Year Plan

If an eligible teacher gives the Board an irrevocable letter of retirement prior to March 1 three (3) years prior to the year of retirement, the teacher will be removed from the salary schedule and for the final three (3) years of employment the teacher's TRS creditable earnings shall be increased by six percent (6%) over the teacher's TRS creditable earnings for the prior years of employment respectively.

Example: A teacher gives his/her irrevocable letter of retirement prior to March 1, 2008, stating he/she will retire on June 30, 2011. The teacher's TRS creditable earnings for the 2007-2008 school year were \$40,000.00. The teacher's TRS creditable earnings for the 2008-2009 school year will be \$42,400.00 (i.e., $\$40,000.00 \times 1.06 = \$42,400.00$). The teacher's TRS creditable earnings for the 2009-2010 school year will be \$44,944.00 (i.e., $\$42,400 \times 1.06 = \$44,944.00$). The teacher's TRS creditable earnings for the 2010-2011 school year will be \$47,640.64 (i.e., $\$44,944.00 \times 1.06 = \$47,640.64$).

d. Four Year Plan

If an eligible teacher gives the Board an irrevocable letter of retirement prior to March 1 four (4) years prior to the year of retirement, the teacher will be removed from the salary schedule and for the final four (4) years of employment the teacher's TRS creditable earnings shall be increased by six percent (6%) over the teacher's TRS creditable earnings for the prior years of employment respectively.

Example: A teacher gives his/her irrevocable letter of retirement prior to March 1, 2008, stating he/she will retire on June 30, 2012. The teacher's TRS creditable earnings for the 2007-2008 school year were \$40,000.00. The teacher's TRS creditable earnings for the 2008-2009 school year will be \$42,400.00 (i.e., $\$40,000.00 \times 1.06 = \$42,400.00$). The teacher's TRS creditable earnings for the 2009-2010 school year will be \$44,944.00 (i.e., $\$42,400 \times 1.06 = \$44,944.00$). The teacher's TRS creditable earnings for the 2010-2011 school year will be \$47,640.64 (i.e., $\$44,944.00 \times 1.06 = \$47,640.64$). The teacher's TRS creditable earnings for the 2011-2012 school year will be \$50,499.78 (i.e., $\$47,640.64 \times 1.06 = \$50,499.78$).

Miscellaneous

- a. Once an irrevocable letter of retirement is submitted, the teacher will not be assigned any additional extra-duties or TRS reportable duties not currently being performed without the consent of the teacher.
- b. If after submitting an irrevocable letter of retirement, the teacher resigns from or is removed from duties for which the employee was compensated the previous year (i.e., Schedule B, extended contract and/or stipends), the employee's TRS creditable earnings will be adjusted accordingly.

Example: The teacher's TRS creditable earnings from the 2007-2008 school year were \$43,000.00, of which \$3,000.00 was compensation for coaching basketball in 2007-2008. Under the teacher's retirement plan, he/she would be scheduled to receive \$45,580.00 TRS creditable earnings for the 2008-2009 school year (i.e., $\$43,000.00 \times 1.06 = \$45,580.00$). However, the teacher resigns from his/her coaching position before the start of the 2008-2009 school year. The teacher's TRS creditable earnings for the 2008-2009 school year will be \$42,400.00 (i.e., $\$40,000.00 \times 1.06 - \$42,400.00$) rather than \$45,580.00.

- c. Any teacher who initially submits a notice of intent to retire and elects to participate in the Retirement Plan for a period of one (1), two (2), three (3) or four (4) years, but later elects to retire prior to the completion of the elected period, will be obligated to reimburse the District any additional retirement incentives the district paid to the teacher due to the previously submitted notice of intent to retire (i.e., above what his/her placement on the negotiated salary schedule plus extra duty stipends would have been as compared to teachers not part of the Retirement Plan). However, the Teacher will NOT be obligated to reimburse the District if he/she meets both of the following criteria:
 - i. The teacher will be age 60 or will have 35 years of TRS creditable service at the time of his/her retirement with TRS; and
 - ii. None of the creditable earnings paid to the teacher during the four (4) years used in calculating the teacher's TRS annuity is in excess of a 6% increase of TRS non-exempt creditable earning over the previous year's creditable earnings.
- d. The Board, in its sole discretion, may approve, the teacher's request to rescind his/her irrevocable letter or retirement in extreme situations, provided the teacher returns to the Board any TRS creditable earnings paid to the teacher in excess of the amount the teacher would otherwise have received under the salary schedule for such year(s) in which the creditable earnings were paid. Any decision of the Board to grant or deny a request

for such rescission shall be non-precedential and is not subject to the grievance and arbitration remedy afforded under this Agreement.

If legislation is enacted and/or administrative rules are adopted during the life of this agreement that result in a greater cost to the District than the costs generated by this agreement, the parties agree to re-open this provision of the contract for purposes of bargaining impact of the change. In the event that the impact bargaining reaches impasse, the Board may implement its last, best and final offer with the knowledge that the Association may then exercise its right to strike.

ARTICLE VIII

MAINTENANCE OF EXISTING CONDITIONS

- A. The Board of Education shall maintain all existing conditions of employment presently in Board Policy, except when legally required to change them and which are not superseded by this contract, and the Board shall not change them without first negotiating the changes with the D.C.E.A. consistent with the Illinois Education Labor Relations Act.
- B. The Board of Education agrees that its rules and regulations governing teacher conduct shall be reasonable, and that enforcement of teacher discipline shall be lawful and for just causes.
- C. The Association on its part agrees that the rules and regulations set by the Board of Education for governing teacher conduct are best enforced when both parties agree to the consistent enforcement of such rules and regulations. The Association agrees that it has a responsibility to encourage all teachers to abide by the rules and regulations of the Board of Education which govern teacher conduct.

ARTICLE IX

WORKING CONDITIONS

A. WORK YEAR

- 1. Certified employees of this bargaining unit will agree to service year of one hundred eighty (180) days, which may include 2 Parent/Teacher Conference days, and 4 Institute days. In addition to the 180 days, 10 days will be included on the school calendar for emergency days.
- 2. Employees who are issued extended contracts in order to perform service in excess of one hundred eighty (180) days shall be paid at the rate of one/one hundred and eighty (1/180) of the contracted salary schedule step for each extra day of service performed. -This stipulation shall not apply to all extra duty activities, curriculum work, or any other special assignments.

3. Salary deduction shall be computed on the same basis as described in paragraph two (2) above.
4. New teachers to the District will be paid the agreed hourly rate for non-student contact during new teacher orientation.

ARTICLE X

LEAVES

A. SICK LEAVE

1. (13 sick days) All employees covered by this Agreement shall be entitled to sick leave with full pay for each school year in accordance with Illinois State Law. Unused sick leave shall be accumulated without limit. The first 340 days of accumulated sick leave will be applied toward TRS service credit when retiring.
2. The tenured teacher shall not be affected because of absence while on sick leave. Upon returning to service from an extended leave, the teacher will, if possible, be assigned to the same duties as were performed by him or her prior to the beginning of the leave.
3. Teachers shall be given a copy of a written accounting of accumulated sick leave days on or before October 15 of each school year.

B. PERSONAL LEAVE

(Two days personal leave) Such leave shall be non-accumulative and may be taken in 1/2 day blocks. Unused personal leave days will be converted into accumulated sick leave. Authorization for personal leave should be requested twenty-four (24) hours in advance and denoted as such on the absentee form (signed by Principal and teacher.) Personal leave may not be automatically authorized immediately before or after the opening or closing days of school (including workshop, School Improvement or Teacher Institute days,). During the last five (5) days of any grading period, personal leave should be requested and granted with the approval of the Superintendent with discretion on the part of both teacher and Administrators. No more than three (3) teachers may use personal leave on the same day, except for unique circumstances which must be approved by the Superintendent.

C. ASSOCIATION LEAVE

Teachers representing the D.C.E.A. at a national or state convention, or meeting pertinent to its affairs may request an aggregate maximum of six (6) days/year. The teacher(s) so attending shall be designated by the D.C.E.A. Executive Committee, provided notice of intention to utilize such day(s) shall be given to the Superintendent at least five (5) school days in advance, and provided that the frequency of the excused leave does not impair the quality of classroom instruction and further

provided the Association shall reimburse the District for the cost of the substitute(s) of the teacher(s) utilizing such day(s). Superintendent may waive this requirement for valid emergencies.

D. BEREAVEMENT LEAVE

- 1a. Up to three (3) days of leave may be used at any one time in the event of death of an employee's spouse, child, daughter-in-law, son-in-law, parent, foster parent, step parent, parents-in-law, brother, sister, step brother, step sister, brother-in-law, sister-in-law, grandparent, grandchild.
- 1b. Up to two (2) days of leave may be used at any one time in the event of death of an employee's great-grandparent, niece, nephew, aunt, or uncle.
2. Teachers may be granted one-half (1/2) day paid leave to attend the funeral of a friend or other relative within the Dallas community area and up to one (1) full day paid leave to attend the funeral of a friend or relative outside the Dallas community area. The final decision shall be made by the Superintendent.
3. The Superintendent may, at his or her discretion, grant additional days of paid leave for section 1a, 1b or 2. Staff will give as much notice as possible for section 1a; or at least 24 hours notice for section 1b and 2.
4. Bereavement leave is not cumulative.
5. The Board may close school due to the death of a student or staff member. In such cases, the calendar will be modified and staff will be required to meet the minimum calendar requirements.

E. PARENTAL LEAVE

A teacher shall be eligible for parental leave without pay, subject to Illinois State Law, beyond the paid leave he/she is able to use in accordance to Article X, Section A of this contract and Section 24-6 of the Illinois School Code. He/She shall be eligible only for the remaining months of the year in progress and one (1) additional year. (Extended to adoptive parents and to special-condition foster children).

It is understood, that because leave will count as part of the period of time needed to obtain tenure, the Board of Education will not normally grant a non-tenured teacher a leave of more than 6-8 weeks.

It is understood that the teacher on parental leave will be expected to provide the first ten (10) days of lesson plans for his/her leave. The substitute teacher will assume all other regular duties for the remainder of the leave.

Once a leave request has been granted, the teacher shall meet with the superintendent and bookkeeper in order to agree upon the manner in which pay will be docked.

At the end of a teacher's parental leave, the teacher shall have the right to return to employment in the District for which he/she is certified, subject to contractual and / or statutory employment rights of seniority relating to reduction in force, and provided he/she has notified the Superintendent or designee in writing prior to February 15 of the year of his/her proposed return that he/she does intend to resume employment at the conclusion of such leave.

F. LEAVE OF ABSENCE

The Board proposes striking the language of this Section to be replaced with the following:

An unpaid leave of absence of up to the balance of the school year in which the leave commences and one (1) additional school year may be granted by the Board to any teacher upon written application to the superintendent or his or her designee for the following purposes:

- a. Personal health or serious illness in the immediate family.
- b. Study programs of benefit to educational objectives of the District.

Unless otherwise set forth in this Article, any leave of absence afforded by the Board is subject to the following general terms and conditions.

1. **Time-Lines for Requesting Leaves:** Application for an unpaid leave, excepting leaves under the federal Family and Medical Leave Act, shall be made in writing to the Superintendent or designee at least one hundred and twenty (120) calendar days prior to the proposed start of the leave or, if the leave is for the following school year, by February 15 of the preceding year. An emergency request for an unpaid leave of absence may be submitted with as much advance notice as possible under the circumstances. The application shall indicate the requested starting and ending dates of the leave.
2. **Medical Substantiation:** Any request for a leave based upon personal medical reasons shall be accompanied by a physician's statement indicating the nature, anticipated extent, and duration of medical disability. Evidence from a qualified physician indicating the teacher's ability to perform all assigned teaching duties shall be submitted at least thirty (30) calendar days prior to the return of any teacher on an unpaid leave for personal medical reasons.
3. **Structuring of Leave:** After consultation with the teacher, the Superintendent or designee shall prepare a plan for the commencement and termination of any leave of absence recommended for approval, taking into consideration maintenance of continuity of instruction and medical factors to the maximum possible degree and

the pertinent factors related thereto. Any unpaid leave shall not exceed the balance of the school year in which it commences and on (1) additional school year, except as otherwise limited in this Article. Every effort shall be made to have such leave terminate immediately prior to the start of a new school term. Leaves, which commence during the summer recess, shall begin no later than July 1.

4. Insurance Benefits: With the express written consent of the carrier, and after the expiration of any insurance benefits for an unpaid leave afforded under the federal Family and Medical Leave Act, a teacher on an unpaid leave of absence may maintain insurance benefits by making timely payments of all premiums which may be due to the District's Business Office or elsewhere pursuant to its direction.
5. Salary Schedule Advancement/Seniority Effect: A teacher shall not receive seniority credit or experience credit towards salary schedule advancement during the time in which the teacher is on an unpaid leave of absence. During the school year in which a leave commences or terminates, a teacher may be entitled to advancement on the salary schedule and may be afforded pro-rata seniority credit, provided the teacher has taught at least ninety (90) days of the school term.
6. Notice of Intent to Return: Any teacher granted an unpaid leave of eight (8) calendar months or more, as a condition thereof, shall advise the Superintendent or designee in writing no later than February 15 prior to the termination of such leave that he/she intends to return to employment. Failure to advise the Superintendent or designee of intent to return as required by this section shall be treated as an election not to return to employment and as a resignation from the District.
7. Position Upon Return: A teacher returning from an approved leave of absence shall be assigned to a position for which the teacher is legally qualified.
8. Eligibility for Further Leaves: Anything in this Section to the contrary notwithstanding, a teacher who has been granted an unpaid leave of absence shall not become eligible for a subsequent leave unless and until such teacher has returned to full-time service for at least one (1) complete school term, provided, under exceptional circumstances, the Board may grant such leave in its sole and absolute discretion. The granting or withholding of such leave shall be without precedential effect.
9. Early Return from Leave: A teacher on an approved leave of absence may request in writing to return to employment prior to the conclusion of the leave if the reasons for the leave no longer exist. In such event, the Board shall offer the requesting teacher the first available vacancy for which the teacher is qualified.
10. Intermittent Leave: A teacher may be granted up to five (5) days per school year of unpaid leave.

- a. Such leave is not automatic and should be requested in writing at least four (4) weeks in advance of the need for the leave.
 - b. Such a request may be submitted to the Board of Education for approval at its next meeting.
 - c. Such a request may be presented by the teacher, by the Building Principal, or by the Superintendent. The denial of such a request shall not be grievable.
11. School Visitation Leave: All teachers shall be entitled to school visitation leave provided by the school visitation rights act.
12. Teacher Responsibilities: It is understood that a teacher on extended leave will be expected to provide the first ten (10) days of lesson plans for his/her leave. The substitute teacher will assume all other regular duties for the remainder of the leave.

Once a leave request has been granted, the teacher shall meet with the superintendent and bookkeeper in order to agree upon the manner in which pay will be adjusted, if necessary.

Family Medical Leave Act: The above shall not limit an employee's rights and benefits as provided in the "Federal Family and Medical Leave Act of 1993".

H. SCHOOL VISITATION LEAVE

All teachers shall be entitled to school visitation leave provided by the school visitation rights act.

ARTICLE XI

EVALUATION

A. EVALUATION PROCEDURE

1. Formal observation of the teacher's classroom performance shall be conducted with the knowledge of the teacher.
2. All non-tenured teachers shall be formally evaluated at least two (2) times during the each year of non-tenured employment with the last evaluation to be completed by February 28. Each evaluation shall be followed by an evaluator-teacher conference.
3. A teacher on tenure shall be formally evaluated at least once every two (2) years.
4. Each formal, written evaluation of classroom performance of a teacher shall be preceded by at least one (1) classroom observation of at least twenty (20) minutes. A copy of each such formal written evaluation shall be given to the teacher, and a conference shall be held between the teacher and the evaluator within ten (10) school days following the classroom observation, excluding any day that the teacher or the evaluator shall be absent. An extension to the 10 days may be allowed with mutual consent of both parties. Such evaluation shall include an enumeration of specific deficiencies that may exist. If feasible, the evaluator shall suggest remedial steps which the teacher might take to overcome such deficiencies. A copy signed by both parties shall be given to the teacher. A teacher's signature is an acknowledgment only of the receipt of the evaluation and does not indicate complete agreement with all conclusions drawn. The teacher may put his or her objections to any evaluation in writing. Such objections shall be signed by both parties and placed in his or her personnel file after being attached to the evaluation report, provided such objections shall be filed within twenty-two (22) school days of the acknowledgment of receipt of the objections. In the event that either the Principal or the teacher feels it is not in their best interest to sign a document within the confines of this Article, he or she must immediately submit to the Superintendent a copy of the materials which he or she has refused to sign along with proper explanation. This submission must be within forty-eight (48) hours of refusal to sign. Failure of either party to affix his or her signature immediately following review by the Superintendent may result in suspension for insubordination. This section covering evaluations is non-grievable in those areas that pertain to the rendering of a judgment of professional competencies.

B. PERSONNEL FILE

1. A teacher shall be entitled to review his or her personnel file, except for confidential outside recommendations and confidential information given by a previous employer, during regular business hours, by making an appointment with

the Superintendent or his or her designee. The teacher may be accompanied by representative of the local Association. A representative of the Administration may be present during such a review. Nothing shall be removed from the personnel file, nor shall anything be added which might adversely affect employment or condition of employment without written notification to the employee. Such notification shall be made before such material is added. A teacher shall have the right to copy any material in the personnel file, including the right to mechanically copy such material if facilities to accomplish this are available, and if the teacher pays the costs thereof.

2. Any written communication to the District by a parent or other person will be copied and given to the teacher concurrent with the placement of such communication in his or her personnel file. The teacher must sign or initial any such document. Then the document will be placed in his/her personnel file. Failure or refusal of the teacher to sign any document within 3 school days of the receipt of said document, will not prevent the placement of such document in his/her personnel file.
3. Teachers shall have the right to attach a written response to any material in the personnel file, provided such response is filed within ten (10) school days of the acknowledgment of receipt of the document.

C. EVALUATION REVIEW COMMITTEE

1. Either party to this Agreement may annually request that a Review Committee be convened for the purpose of reviewing and/or revising the evaluation process by serving written notice on the other party on or before March 15th of their desire to review and/or revise the process. This committee assignment will be an authorized exclusion to the committee assignment limitation provisions of this Agreement.
2. This Evaluation Review Committee will consist of two (2) representatives of the Board and two (2) representatives of the D.C.E.A. The chairmanship of this committee will rotate each year, with the D.C.E.A. being the chairperson the first year.
3. This Committee shall develop specific criteria and procedures (not in conflict with this Agreement) to review the instruments used for the evaluation of employees covered by this Agreement.
4. The recommended criteria, procedures and instruments shall be submitted for adoption by the parties not more than forty-five (45) days from the establishment of the Committee.

5. After formal adoption, these criteria, procedures, and instruments shall become an addendum to this Agreement. The D.C.E.A. will furnish to the Board a “hold harmless” statement which will clearly state that prior evaluations remain valid under the procedures, criteria, and instruments previously agreed to between the parties.
6. After changes/amendments are approved by the DCEA and the Board of Education, the amended evaluation plan and/or instrument shall be filed with the Illinois State Board of Education.

D. EVALUATION INSERVICE

The Evaluation procedure will be fully explained to the teaching staff during the opening workshop by the Building Principals and D.C.E.A. jointly.

ARTICLE XII

INSURANCE

A. MAJOR MEDICAL AND LIABILITY INSURANCE

1. The Board shall provide a medical insurance program for the teacher and teacher’s immediate family (spouse and unmarried children living at home or attending college) and pay monthly premiums in an amount to be negotiated with other salary and benefit items.
2. All teachers shall be covered by a school-financed liability insurance covering job-related performance of duties, including any assigned duties relating to extra curricular activities.
3. The Board-provided insurance programs shall cover twelve (12) consecutive months, beginning on the first day (1st) of September, and ending on August 31st of the following year. If a teacher resigns or is otherwise terminated, such coverage shall end on the effective date of the resignation or termination. The Board and the D.C.E.A. agree that such coverage will be provided under the auspices of a Self- Insurance Cooperative administered by a Third Party Administrator chosen by the appointed representative of the Self-Funded Insurance Board and governed by the Trust Agreement governing the Plan. A teacher committee, acting as representatives of the D.C.E.A. will advise the Board when a change of insurance companies may become necessary. The Board will follow the advice of this teacher committee when possible.

ARTICLE XIII

COMPENSATION

A. PAY PERIODS

All teachers shall be paid in twenty-four (24) equal installments. The first installment will fall on the 14th day of each month and the second installment on the 28th day of each month. Teachers shall receive their checks at their regular building on regular school days. During summer recess the teacher may designate an address to which the check shall be mailed. Beginning with the 2008-2009 school year, employees may elect at the beginning of the school year to have their pay received via direct deposit. Beginning with the 2009-2010 school year, employees will receive their pay via direct deposit. When a pay date falls on or during a school holiday or weekend, teachers shall receive their paychecks or direct deposits on the last day of school. No exceptions to these pay dates will be made.

Stipends will be paid separately from an individual's regular paycheck or direct deposit.

By September 15th of each school year, all employees will receive an individual payroll worksheet that details an employee's step and lane placement amount of regular pay, state and federal tax status and number of exemptions, all payroll deductions, and accrued sick leave.

B. INCREMENTS

A year of service consists of employment in the Dallas Community Unit for a full semester plus one (1) day or one hundred (100) consecutive days or more in one (1) school year.

C. HORIZONTAL MOVEMENT FOR ADVANCED EDUCATION

Teachers on the regular salary schedule who move from one educational level to a higher educational level shall eventually move to the corresponding eligible step on the higher level. For an employee to advance from one educational lane to another, he or she must file suitable evidence of additional educational graduate or post graduate credit with the Superintendent no later than September 10 after the beginning of each school year. Granting of such exception, in one instance shall not constitute a precedent for any other application. Annual movements shall not exceed one (1) step downward on the salary schedule.

D. TUITION

The District will pay 50% of the average cost of tuition for ISU, EIU, WIU, UNIVERSITY OF ILLINOIS, AND NORTHERN ILLINOIS UNIVERSITY for courses required by the District or State. These courses must have prior approval of the Superintendent and only if they are graduate level courses will they count on the salary schedule. Reimbursement will not be paid, until after an official transcript has been received by the District Office showing successful completion of the course by the teachers.

E. EXPENSE OF TRAVEL (EMPLOYEES)

1. Teachers who may be required to use their own auto in the performance of their duties shall be reimbursed for such travel outside of the school district at the rate determined by the Board of Education. However, such teachers must be adequately insured, with a copy of their insurance policy on file in the District Office.
2. This same allowance shall be given for use of personal autos for approved field trips or other approved business of the District.
3. Travel expense for food and hotel must be pre-approved by the Principal.

F. STIPENDS

Any stipends made available to teachers for training, writing and/or implementing a grant will be “grant driven”. Stipends will be paid to participants or teachers within four (4) weeks of the District’s receiving the grant money.

G. NON STUDENT CONTACT

Teachers employed by the District during non- contractual hours will be paid 15.00 per hour to perform duties that do not require contact, supervision or teaching of students. An example of this type of duty would be the School Improvement activities, learning team, leadership team, technology team, and fine arts team. Teachers will not be required to do said work, but if no one in the district is available, the District has the right to employ someone else to do said work. The maximum expenditure for non-student contact work would be a total of \$10,800.

Certified staff members participating in a non-student contact activity preapproved by the Leadership team must submit to the school principal a signed form acknowledging their participation at non-student contact activities by the 28th of each month in order to be compensated for their time the following month.

On the 14th of each month, certified staff members will receive a separate check for participation in non-student contact activities from the preceding month along with their regular pay check.

The net amount of this compensation will be based on all taxes and other deductions accountable by law.

This compensation will be reported to TRS as a part of the employees' gross earnings.

H. LEADERSHIP TEAM

The leadership team will consist of one elected teacher from each learning team (total of three), three teachers appointed by the administration, and two administrators/board members. The election of teachers will occur prior to appointments made by administration. The elections and/or appointments will be made prior to March 31, 2004 for the purposes of this contract. The length of term will coincide with the effective dates of this contract.

The Leadership team will be involved in the development of the annual SIP and responsible for planning SIP days and teacher institute days and administration of the non-student contact expenditures, which would include pre-approval of non-student contact activities submitted by certified staff and signed payroll time sheet(s) verifying satisfactory completion.

I. SUMMER SCHOOL

The District recognizes the need for summer school for remediation and/or enrichment. Summer school will last 6 to 8 weeks. Teachers' hours will be from 8:00 a.m. to 12:00 p.m. for four days per week. Teachers will be paid \$12.00 per hour.

District teachers will be given first chance to teach summer school, however, if positions remain open after a two week notice, other teachers may be employed. District teachers will not be required to teach summer school.

Article XIII

J. TAX SHELTERED ANNUITIES

As of January 1, 2009, the Board shall provide an opportunity for employees to enroll in an *Internal Revenue Code* Section 403(b) Plan sponsored by the School District. Employees may authorize a salary reduction pursuant to and in accordance with the terms of the Board's 403(b) Plan, as soon as such Plan is offered by the Board, in order that the Board may purchase a 403(b) eligible product for the employees. As part of participation in the 403(b) Plan, employees must confirm that any such salary reductions under the 403(b) Plan will comply with *Internal Revenue Code* limitations.

A committee consisting of the Superintendent and two teachers designated by the teachers' union may recommend to the Board the selection of which financial investment vendors will be permitted to participate in the 403(b) Plan. However, final responsibility for the selection of investment vendors shall remain with the Board and shall be in accordance with the Board's 403(b) Plan. The District has no financial obligations related to an employee's participation in the 403(b) Plan.

K. FLEX BENEFIT PLAN

Effective January 1, 2009, teachers will have the option to participate in a Section 125 Flexible Benefits Plan in accordance with applicable *Internal Revenue Code* sections as well as applicable regulations and other guidance issued by the Internal Revenue Service and/or Department of the Treasury. Eligible benefits under the Plan shall include but are not necessarily limited to: _____ . The initial cost of implementing the Section 125 Plan will be borne by the Board of Education. Any subsequent administrative fees associated with the administration of the Plan will be borne by the Plan participants. New employees may enroll in accordance with Plan eligibility rules.

Should any of the above be in violation of an Internal Revenue Code section, regulation, ruling or opinion, that clause or portion thereof shall be deleted from this Agreement to the extent of such violation.

ARTICLE XIV

NO STRIKE/FINALITY CLAUSE

A. NO STRIKE

The D.C.E.A. will not cause, or authorize, or encourage its members to cause any strike, stay-in, or slow-down affecting any site operated by this Board of Education, or any curtailment of work or restriction of service. The Board shall not lock out its employees.

B. FINALITY CLAUSE

This Agreement constitutes the entire Agreement between the parties hereto and any modifications of this Agreement shall be in writing and duly executed by both parties hereto. Such modifications may be made at any time by mutual agreement.

To further the smooth functioning of the Agreement, an oversight committee will be formed which will have as its sole purpose to review and revise this Agreement.

This oversight committee will act in an advisory role only, and will consist of three members from the D.C.E.A., and two representatives of the Board of Education and the Superintendent. Detailed minutes of the meetings will be recorded by a D.C.E.A. representative and forwarded to both parties of this Agreement before subsequent meetings. As a result of written recommendations of this committee, and with the mutual agreement of the full DCEA membership and the full Board of Education, this Agreement may be changed before its termination date. (This will be an authorized exclusion to the committee assignment provision.)

C. DURATION

This Agreement shall be effective as of September 1, 2007, and shall continue in effect until August 31, 2010.

BOARD OF EDUCATION OF DALLAS
ELEMENTARY SCHOOL DISTRICT
NO., 327

DALLAS CITY EDUCATION
ASSOCIATION

BY: _____
President

BY: _____
Executive Committee

Executive Committee

Attest: _____
Secretary

Attest: _____
Secretary

Date: _____

Date: _____

STATE OF ILLINOIS
COUNTY OF HANCOCK

STATE OF ILLINOIS
COUNTY OF HANCOCK

SIGNED BEFORE ME ON THIS
____ DAY OF _____

SIGNED BEFORE ME ON THIS
____ DAY OF _____

NOTARY PUBLIC

NOTARY PUBLIC

SEAL

APPENDIX A

FINANCIAL AGREEMENT

1. The Board of Education will continue to pay 100% of the premium of single health insurance coverage as described in Article XII section A.
2. The Board of Education will pay TRS with the employee paying the balance of TRS; and adjust the Salary Schedule using the following:

2007-08: 0% raise to base salary; step and lane movement. 0.4% increase of Board paid TRS to 5.4%.

2008-09: 0.5% raise to base salary plus step and lane movement. 2% increase of Board paid TRS to 7.4%.

2009-10 0.5% raise to base salary plus step and lane movement. 2% increase of Board paid TRS to 9.4%.
3. The Board of Education will pay 0.75% toward T.H.I.S. fund for the employee.
4. Contract will be a three (3) year agreement for school years 2008, 2009, and 2010.
5. All certified staff will advance one step down the salary schedule for year(s) of service and across upon proof of approved completion of required semester hours on degree.
6. Those certified staff members who have reached the bottom of the scale will receive \$450.00 over the amount granted on their particular cell.

APPENDIX B

2007-2008

DALLAS ESD #327 SALARY SCHEDULE

YEARS	B.S.	B.S.+8	B.S.+16	B.S.+24	M.S.	M.S.+8	M.S.+16
0	\$24,750	\$25,050	\$25,350	\$25,650	\$26,750	\$27,050	\$27,350
1	\$25,200	\$25,500	\$25,800	\$26,100	\$27,200	\$27,500	\$27,800
2	\$25,650	\$25,950	\$26,250	\$26,550	\$27,650	\$27,950	\$28,250
3	\$26,100	\$26,400	\$26,700	\$27,000	\$28,100	\$28,400	\$28,700
4	\$26,550	\$26,850	\$27,150	\$27,450	\$28,550	\$28,850	\$29,150
5	\$27,000	\$27,300	\$27,600	\$27,900	\$29,000	\$29,300	\$29,600
6	\$27,450	\$27,750	\$28,050	\$28,350	\$29,450	\$29,750	\$30,050
7	\$27,900	\$28,200	\$28,500	\$28,800	\$29,900	\$30,200	\$30,500
8	\$28,350	\$28,650	\$28,950	\$29,250	\$30,350	\$30,650	\$30,950
9	\$28,800	\$29,100	\$29,400	\$29,700	\$30,800	\$31,100	\$31,400
10	\$29,250	\$29,550	\$29,850	\$30,150	\$31,250	\$31,550	\$31,850
11	\$29,700	\$30,000	\$30,300	\$30,600	\$31,700	\$32,000	\$32,300
12	\$30,150	\$30,450	\$30,750	\$31,050	\$32,150	\$32,450	\$32,750
13	\$30,600	\$30,900	\$31,200	\$31,500	\$32,600	\$32,900	\$33,200
14	\$31,050	\$31,350	\$31,650	\$31,950	\$33,050	\$33,350	\$33,650
15	\$31,500	\$31,800	\$32,100	\$32,400	\$33,500	\$33,800	\$34,100
16	\$31,950	\$32,250	\$32,550	\$32,850	\$33,950	\$34,250	\$34,550
17	\$32,400	\$32,700	\$33,000	\$33,300	\$34,400	\$34,700	\$35,000
18	\$32,850	\$33,150	\$33,450	\$33,750	\$34,850	\$35,150	\$35,450
19	\$33,300	\$33,600	\$33,900	\$34,200	\$35,300	\$35,600	\$35,900
20	\$33,750	\$34,050	\$34,350	\$34,650	\$35,750	\$36,050	\$36,350
21	\$34,200	\$34,500	\$34,800	\$35,100	\$36,200	\$36,500	\$36,800
22	\$34,650	\$34,950	\$35,250	\$35,550	\$36,650	\$36,950	\$37,250
23		\$35,400	\$35,700	\$36,000	\$37,100	\$37,400	\$37,700
24			\$36,150	\$36,450	\$37,550	\$37,850	\$38,150
25				\$36,900	\$38,000	\$38,300	\$38,600
26					\$38,450	\$38,750	\$39,050
27						\$39,200	\$39,500
28							\$39,950

APPENDIX C
FY2007-FY2008 EXTRA CURRICULAR SCHEDULE

	<u>% of Base</u>	<u>Subtotal</u>	<u>TRS</u>	<u>SR Earnings</u>
Activity Director	12.0%	\$2,970	\$170	\$3,140
JH Boys Basketball	9.0%	\$2,228	\$127	\$2,355
JH Boys Basketball Asst	6.0%	\$1,485	\$85	\$1,570
JH Girls Basketball	9.0%	\$2,228	\$127	\$2,355
JH Girls Basketball Asst	6.0%	\$1,485	\$85	\$1,570
JH Girls Volleyball	9.0%	\$2,228	\$127	\$2,355
JH Girls Volleyball Asst	6.0%	\$1,485	\$85	\$1,570
JH Baseball	8.0%	\$1,980	\$113	\$2,093
JH Baseball Asst	5.0%	\$1,238	\$71	\$1,308
Track	7.0%	\$1,733	\$99	\$1,831
Track	7.0%	\$1,733	\$99	\$1,831
5/6 Boys Basketball	6.0%	\$1,485	\$85	\$1,570
5/6 Boys Basketball Asst	5.0%	\$1,238	\$71	\$1,308
5/6 Girls Basketball	6.0%	\$1,485	\$85	\$1,570
5/6 Girls Basketball Asst	5.0%	\$1,238	\$71	\$1,308
5/6 Girls Volleyball	6.0%	\$1,485	\$85	\$1,570
5/6 Girls Volleyball Asst	5.0%	\$1,238	\$71	\$1,308
JH Cheerleading	4.0%	\$990	\$57	\$1,047
5/6 Cheerleading	3.0%	\$743	\$42	\$785
Scholastic Bowl	4.0%	\$990	\$57	\$1,047
Speech (based on 3 contests)	3.0%	\$743	\$42	\$785
Yearbook	4.0%	\$990	\$57	\$1,047
Student Council	4.0%	\$990	\$57	\$1,047
8th Grade Sponsor	4.0%	\$990	\$57	\$1,047
Drama	3.0%	\$743	\$42	\$785
National Honor Society	2.0%	\$495	\$28	\$523

Base \$24,750

5.4% TRS multiplier 1.057082

FY 2008, 2009, & 2010
Extended Through FY 2011