

# **Collective Bargaining Agreement**

**Between  
Board of Education  
Deerfield Public Schools District 109  
and  
Deerfield Educational Support Staff  
Association  
DESSA/IEA-NEA**

**Covering years:**

2012-13

2013-14

2014-15

2015-16

2016-17

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*Deerfield Board of Education and Deerfield Educational Support Staff  
Association, IEA-NEA Collective Bargaining Agreement*

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## **ARTICLE I**

### **RECOGNITION**

1.1 The Board of Education, Deerfield School District #109, Lake County, Illinois, hereinafter referred to as the "Board" or "Employer," recognizes the Deerfield Educational Support Staff Association-IEA-NEA (DESSA), hereinafter referred to as the "Association," as the exclusive representative for all regularly employed noncertificated employees of Deerfield School District #109 (hereinafter referred to as the "employee" or "bargaining unit member") exclusive of certificated employees, administrators, managers, supervisors, and confidential employees as defined by the Illinois Educational Labor Relations Act, the Supervisor of Buildings and Grounds, the Administrative Secretary to the Superintendent, the Administrative Secretary to the Assistant Superintendent for Business Services, Payroll Coordinator, the Administrative Secretary to the Assistant Superintendent of Human Resources and the District Accountant.

## **ARTICLE II**

### **FRAMEWORK FOR COLLECTIVE BARGAINING**

- 2.1 **Good Faith** - The Board and the Association agree to participate in good faith negotiations as prescribed by the Illinois Educational Labor Relations Act, and according to the applicable rules of the Illinois Educational Labor Relations Board.
- 2.2 **Bargaining Notification** - The parties shall commence bargaining for a successor Agreement as per the Illinois Educational Labor Relations Act and its Rules and Regulations.
- 2.3 **Mediation** - It is agreed that the parties will jointly request the Federal Mediation and Conciliation Service (FMCS) if either party to this Agreement determines that the assistance of a mediator would be helpful. Should FMCS be unavailable, the parties shall commence discussions as to a replacement. In the event that the parties cannot agree on a replacement, the Illinois Educational Labor Relations Board shall be notified.

## **ARTICLE III**

### **GRIEVANCE PROCEDURE**

3.1 **Definition** - A 'grievance' shall be any claim by the Association, an employee or group of employees, that there is an alleged violation, misinterpretation or misapplication of the terms of this Agreement.

#### 3.2 **General Provisions**

3.2.1 'Days' shall mean days that the Central Administrative Office is officially open for business.

3.2.2 A grievance arising from the action of an authority higher than the principal or immediate supervisor may be presented at the appropriate step of the Grievance Procedure.

3.2.3 Failure to communicate the decision at any step within the specified time limits shall permit advancing to the next step of this procedure within the time allotted, as though the lower decision had been communicated.

#### 3.3 **Procedure**

3.3.1 **Informal Conference** - A grievance may be resolved in an informal conference between the immediately involved supervisor and the employee as long as any adjustment is not inconsistent with this Agreement and the Association is informed of the resolution meeting and is given an opportunity to attend such meeting.

3.3.2 **Step I** The grievant shall present the grievance in writing to the immediately involved supervisor within twenty (20) days of the occurrence giving rise to the grievance, or when the grievant(s) reasonably could have known of the occurrence. The statement shall cite the alleged violation, list the section of the Agreement violated, and list the remedy requested. Within ten (10) days of receipt of the grievance, the supervisor shall confer with the grievant and the Association to try to resolve the grievance.

Within ten (10) days after the completion of the conference, the supervisor shall give his/her written decision including the reasons therefore to the grievant and the Association.

3.3.3 **Step II** In the event the grievance has not been resolved in the first step, the grievant and/or the Association may file an appeal to the Superintendent or designee. The appeal shall be made within ten (10) days of receipt of the supervisor's decision. Within ten (10) days of receipt of the appeal, the Superintendent shall confer with the Association and the grievant in an effort to resolve the grievance. The Superintendent, within ten (10) days following the conference, shall give his/her written decision including the reasons therefore to the grievant and the Association.

3.3.4 **Step III** If the Association wishes to appeal the Superintendent's decision the appeal must be filed with the American Arbitration Association within twenty (20) days of the Superintendent's decision. The Voluntary Labor Arbitration Rules of the American Arbitration Association shall apply. Mutually incurred costs of the arbitration shall be

borne equally by the Board and the Association. The arbitrator shall have no power to alter the terms and conditions of this Agreement. The arbitrator's decision shall be binding.

- 3.4 **Bypass** - By mutual agreement, any step of the grievance procedure may be bypassed. Grievances involving an administrator above the building level may be initially filed at the Superintendent's level, "Article 3.3.3."
- 3.5 **Release Time**
- 3.5.1 Should a grievance hearing be scheduled during the school day, the Association will give the administration sufficient notice of the witnesses necessary to testify, and list as many as two (2) Association representatives who will attend the hearing so that the administration can arrange for appropriate substitutes.
- 3.5.2 All witnesses necessary to testify and as many as two (2) Association representatives shall be released from their regular duties for the time necessary to participate in the grievance hearing without loss of pay or benefits.
- 3.6 **Filing of Materials** - All records related to a grievance shall be filed separately from the personnel files of the employees.
- 3.7 **Grievance Withdrawal** - A grievance may be withdrawn at any level without establishing precedent.

## ARTICLE IV

### **EMPLOYEE RIGHTS**

- 4.1 **Employer Hearings/Employee Rights** - Each employee has a right to have an Association representative present when the employee is called to appear before a supervisor, administrator or the Board to discuss matters that may, in the employee's perception, lead to disciplinary action against the employee. The employee shall be given written notification of the meeting at least three (3) days in advance along with the reasons for the meeting unless an emergency necessitates a meeting held earlier than three (3) days. Both parties agree that they shall not discriminate against any employee or applicant for reason of race, creed, color, marital status, sex, age, or national origin.
- 4.2 **Discipline** - Formal disciplinary actions, such as written reprimands and changes in employment status, shall be subject to the grievance procedure. When requested by the employee, the specific grounds forming the basis of disciplinary action will be made available in writing.
- 4.3 **Complaints** - As soon as practical but no longer than five (5) work days after receiving a complaint concerning an employee, the immediate supervisor shall make known to the employee complaints that may warrant disciplinary action. In processing any complaint, the supervisor shall make every effort to assure fairness to the employee including investigation of such complaint. Anonymous complaints will not be the basis of any disciplinary action against an employee nor the basis for comments on an employee's evaluation unless independently verified by other witnesses and/or evidence. If requested by the employee, an employee/supervisor conference shall be held, at which time, if requested, the supervisor will detail the processing and investigation of the complaint.
- 4.4 **Probationary Period** - The first eighty (80) work days of employment shall be considered a probationary period. During the probationary period, employees shall be subject to termination at any time for any reason.
- 4.5 **Personnel File** - The District Administration shall maintain only one official personnel file for each employee that shall be housed in the District Administrative Center. Any complaint or evaluative material to be placed in the personnel file shall be forwarded to the employee who shall initial a copy to indicate receipt. The personnel file shall include all available written commendations of, and complaints against, an employee. The employee shall have the opportunity to submit a written response to the material, and such response shall be attached to the material. Employees, accompanied by a representative if desired, may inspect and obtain copies of the materials in their files except for those materials that the employee has previously waived the right of inspection.
- 4.6 **Vacancies, Transfers and Assignments**
- 4.6.1 **Definition of Vacancy** - A vacancy shall be defined as any position presently unfilled including new positions that the Board determines to fill. Vacancy shall not be construed to mean a mere re-deployment of staff as a result of elimination of positions or reductions-in-force. In cases of re-deployment, only those positions remaining vacant after all affected staff have been re-deployed shall be deemed a "vacancy" for purposes of this section of the Agreement.
- 4.6.2 **Definition of Transfer** - Transfers shall be defined as either a voluntary or involuntary move from one position to another within the bargaining unit.



- 4.6.3 **Posting of Vacancies** - The Deerfield #109 Web Portal will be the official posting site of all job vacancies. Vacancies shall be posted on the Web Portal ten (10) calendar days prior to being filled. If the web portal is unavailable for a period of 48 hours or more, the job vacancy list will be distributed to each building by the Department of Human Resources. During summer months any new vacancies posted also will be emailed to staff who have expressed an interest in such position and who have furnished the central office with an email address.
- 4.6.4 **Voluntary Transfer Application** - Applications for vacancies must be received by the Superintendent, or designee, before the end of the posting period.
- 4.6.5 **Filling Vacancies** - Because the Board is aware of the experience, skills, and talents of its employees, current bargaining unit employees shall be given first consideration before external applications are considered. The Superintendent, or designee, shall fill vacancies on the basis of merit of the applicant and/or needs of the District. The employer shall notify in writing or by email, the successful applicant of appointment to a position. Other bargaining unit applicants will be informed, in writing or by email, that the position has been filled.
- 4.6.6 **Involuntary Transfer Procedures** - When it is necessary to involuntarily transfer employees, within forty-five (45) days of the start of the school term or during the school term and after having considered volunteers pursuant to 4.6.4 and 4.6.5 above, the Superintendent or designee shall make involuntary transfers on the basis of merit and in reverse order of seniority.
- 4.6.7 **Assignments** - All Association members shall be given written notice of their assignments for the forthcoming year no later than July 1 of the current year. If that assignment is different from that which is currently held, the DESSA member shall be entitled to a conference, with representation, with the administrator making the change. A change in assignment shall not be done in an arbitrary and capricious manner and shall take into account the DESSA member's needs and interests in addition to those of student(s) and the District. If the change is unacceptable to the DESSA member, he/she may either request a one (1) year leave of absence in accordance with Article XII, Section 11.5 or resign.

The Board may change assignments after July 1 if necessitated by an emergency. For purposes of this section an "emergency" shall be defined as a change in enrollment, creation of a new position, or a vacancy created by death, termination, resignation, or a new position.

- 4.6.8 **Temporary Filling of Positions** - If the employer deems it necessary, a vacancy may be filled on a temporary basis, not to exceed sixty (60) calendar days. Any employee who temporarily assumes the duties of another position will be paid at the regular rate for those duties. However, an employee's salary shall not be reduced as a result of any temporary change in duties.
- 4.7 **Building Advisory Committee**- Each building shall establish a Building Advisory Committee composed of educational support personnel, teachers and administrators for the purpose of collaboratively addressing issues and concerns relative to that building. The size and structure of the committee will be determined collaboratively. The DEA members and the DESSA members in each building shall select their representatives for their committee. The committee membership will be generally representative of grade level, subject matter, categories of educational support personnel and length of service in the District. The committee for each building shall determine their meeting time and schedules. Appropriate subjects, among others, might be professional concerns, building maintenance, supplies, and quality of the physical environment. Such discussions shall be deemed non-contractual in nature. The minutes of the committee shall be mutually agreed upon by the members of the committee and shall be electronically sent to the Superintendent, the Board of Education, the DEA secretary and the DESSA secretary.

## ARTICLE V

### **ASSOCIATION RIGHTS**

- 5.1 **Board Meetings - Notification** - The President(s) of the Association or his/her designee shall be given written notice of any regular or special meeting of the Board, together with a copy of the agenda or statement of purpose of such meeting at least forty-eight (48) hours prior to the scheduled time of such meeting.
- 5.2 **Board Meetings - Minutes** - Two (2) copies of all public Board minutes shall be delivered to the Association President(s) by interschool mail the day after they are approved.
- 5.3 **Bulletin Boards, District Mail, and Mail Boxes** - The Board agrees that bulletin board space shall be provided for use of the Association in each building for posting notices of activities and other matters of Association concern. The bulletin board shall be in conjunction with that used by the Teacher's Union. The regular District mail service shall be made available to the Association for a reasonable volume of communications to employees regarding the Association's official business.
- 5.4 **Requests for Information** - The Association shall be furnished on request all information concerning the financial condition of the District, which is regularly prepared and maintained by the central staff for the Board, including the annual financial report and the adopted budget, and financial estimates presented at Board meetings. The Board will honor reasonable requests by the Association for any other relevant and pertinent information relating to negotiations provided the same is available in the District's files or records in the form requested.
- 5.5 **Association Leave** - The Association shall be entitled to eight (8) school days of Association leave in each school year for the purpose of sending a limit of two (2) representatives to IEA and/or NEA sponsored conferences, conventions or workshops. Employees authorized by the Association to take such leave shall be released from duties without loss of pay.

Four (4) additional days shall be made available for Association leave, with the Association reimbursing the Board for substitutes at the prevailing rate.

The Association shall give the Superintendent or designee written notice of the name of the employee(s) authorized to take such leave at least five (5) employment days in advance of the day such employee(s) shall be absent.

The President of DESSA shall be released from his/her educational support staff duties as needed up to three (3) days per school year, with the scheduling to be agreed between the President of DESSA and the Superintendent or designee. He/She shall be considered a full time educational support staffer of the District with respect to all fringe benefits, seniority status and compensation.

**5.6 Use of Buildings and Equipment**

- 5.6.1 The Association shall have the right to use school buildings to transact Association business at reasonable times outside scheduled school hours, provided this does not interfere with or interrupt normal school operations. When special custodial service is required, i.e., weekend or vacation days, the Board may make reasonable charge for this service with advance notification to the Association.
- 5.6.2 At the conclusion of the first general staff meeting at the beginning of the school term, the Association shall have the opportunity to hold a meeting prior to individual scheduled building and/or department meetings.
- 5.6.3 After notifying the principal, duly authorized representatives of the Association may meet with Association members during the members' duty-free times, in an appropriate area that will not interfere with or interrupt normal school operations.
- 5.6.4 The Association shall have the right to use equipment including e-mail, at reasonable times when such equipment is not in use. When using District equipment, there shall be no expectation of privacy. The Association will reimburse the district for any consumables.

**5.6.5 Safe and Healthy Working Conditions**

If an Association member becomes aware of a potentially unsafe or hazardous condition, the Association member shall report the situation to his/her immediate supervisor who shall promptly take reasonable steps to correct any unsafe or hazardous condition. If the problem has not been addressed in a reasonable amount of time, the Association member or Union may contact the proper outside agencies.

Association members shall not be required to work under unsafe or hazardous conditions or to perform tasks that endanger their health, safety, or well-being.

No Association member shall be required to work out-of-doors when the wind-chill factor reaches 15° F. or lower, unless it is specifically required by their job description.

In the event of an emergency school or District closure, including, but not limited to, snow days, natural disaster, quarantine, or government order, Association members shall receive their daily rate of pay and benefits. If make-up days are required by law, the Association shall negotiate said days with the Board of Education.

If paint, shellac, insecticides, poisons, or other chemicals are used, the Employer shall apply them only at times when employees and students are not present, allowing for sufficient time for toxic effects to wear off before humans re-enter the affected area(s).

The administration will provide the DESSA President with a maintenance schedule for the cleaning of all accessible vents. Mold will be removed when detected.

- 5.7 Names and Addresses - New Employees** - Names and addresses of newly hired employees shall be provided to the Association within ten (10) days of the employee's date of hire.

**5.8 Payroll Deductions**

5.8.1 **Procedures for Membership Authorization** - Proper authorization for membership payroll deductions shall be the signature of the employee on an authorization form prepared by the Association and submitted to the Superintendent or his/her designee.

5.8.2 **Payment to the Association** - Authorizations submitted to the Superintendent or his/her designee by the 15th of any month shall become effective by the first pay period of the following month. Such payroll deductions shall be equally deducted over the remaining pay periods and remitted to the Association within ten (10) working days following each pay period.

5.9 **Electronic Distribution of Contract** - Within thirty (30) days after the Agreement is signed, a copy of this Agreement shall be sent electronically to each Association member now employed. The Agreement will also be posted on the 109 Web Portal. The Board shall provide a copy of the Agreement to any new employee hired during the term of this Agreement.

5.10 **Electronic Access to Board Policy Manual** - The District Policy Manual is electronically accessible on the 109 Web Portal. Any additions and/or changes to the District Policy Manual are added upon approval by the Board of Education.

5.11 **Fair Share** –

5.11.1 Each bargaining unit member, as a condition of his/her employment, on or before thirty (30) days from the date of commencements 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.

5.11.2 In the event that the bargaining unit member does not pay his/her fair share fee directly to the Association by a certain date as established by the Association, the board shall deduct the fair share fee from the wages of the non-member.

5.11.3 Such fee shall be paid to the Association by the Board no later than ten (10) days following deduction.

5.11.4 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:

(a) The employer gives immediate notice of such action in writing to the Association and permits the Association intervention as a party if it so desires, and

(b) 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.

5.11.5 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.

5.11.6 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.

- 5.11.7 The obligation to pay a fair share fee will not apply to any employee who, on the basis of a bona fide religious tenet or teaching or a church or religious body of which such employee is a member of/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 mutual agreeable non-religious charitable organization as per Association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.

## **ARTICLE VI**

### **EFFECT OF AGREEMENT**

- 6.1 The terms and conditions of this Agreement shall be incorporated in individual contracts.
- 6.2 Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violates the law. The remaining articles, sections and clauses shall remain in full force and effect for the duration of the Agreement if not affected by the deleted article, section or clause.

## **ARTICLE VII**

### **NO STRIKE**

#### **7.1 No Strike Provision**

Neither the Association nor any employee shall engage in a strike nor engage in conduct that will disrupt the function and services of the School District.

## **ARTICLE VIII**

### **EMPLOYER'S RIGHTS**

- 8.1 The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State and of the United States, including, but without limiting the generality of the foregoing the right:
- 8.1.1 To the exclusive management, organization and administrative control of the District and its properties and facilities;
  - 8.1.2 To direct the work of its employees, and determine the kinds and levels of services to be provided and the methods and means of providing those services including entering into contracts with private vendors for services;
  - 8.1.3 To hire all employees, and subject to the provisions of law, to determine their qualifications and the condition for the continued employment;
  - 8.1.4 To establish educational policies, goals and objectives; to ensure rights and educational opportunities of students; to determine staffing patterns, to determine the number, deployment and kinds of personnel required in order to maintain the efficiency of District operations; and
  - 8.1.5 To build, move or modify facilities; establish budget procedures and determine budgetary allocation.



## ARTICLE IX

### **WORK YEAR, HOLIDAYS, AND VACATIONS**

#### 9.1 **Work Year Definitions**

- 9.1.1 A Full-Year Employee is one who regularly works the twelve (12) month fiscal year, July 1<sup>st</sup> through June 30<sup>th</sup>.
- 9.1.2 A School-Year Employee is one who regularly works less than the twelve (12) month fiscal year, but works at least the school year in accordance with the school calendar adopted by the Board.
- 9.1.3 A Part-Year Employee is one who regularly works less than the school year.

#### 9.2 **Work Day**

- 9.2.1 **Secretarial/Clerical - School Year** - The full-time work schedule for school year (10 month) employees shall be seven (7) paid hours per day and one (1) unpaid hour for lunch for a 35 paid hour work week.

Elementary 10-month secretaries are required to work an additional five (5) days at the beginning of the school year. At each elementary building the additional days may be worked by one of the assigned secretaries or may be split between the two assigned secretaries. The determination of how the five (5) additional days are to be completed is collaboratively determined between the elementary building principal and the assigned building secretary(ies). The additional time worked is to be recorded on a time sheet(s), approved by the building principal and then forwarded to the Department of Business Services.

- 9.2.2 **Secretarial/Clerical - Full Year** - The full-time work schedule for full-year (12 month) employees shall be seven and one half (7.5) paid hours per day and one (1) unpaid hour for lunch for a 37.5 paid hour work week. Receptionist work schedule shall be eight (8.0) paid hours per day and one (1) unpaid hour for lunch for a 40.0 paid hour work week.
- 9.2.3 **Intensive Teacher Assistant, Standard Teacher Assistant-MS** - The full-time work schedule shall be seven (7) paid hours per day and one (1) unpaid uninterrupted half hour for lunch for a thirty-five (35) paid hour work week. If an Intensive Teacher Assistant is reassigned as a Standard Teacher Assistant through no fault of their own during the school year, the employee will retain the higher wage for the remainder of the year. Teacher Assistants required to work both Intensive and Standard Teacher Assistant duties will have salary prorated accordingly.
- 9.2.4 **LMC Assistant** - The full-time work schedule shall be seven (7) paid hours per day and one (1) unpaid uninterrupted hour for lunch for a thirty-five (35) paid hour work week.
- 9.2.5 **Project Success Tutor** - The full-time work schedule shall be six (6) paid hours per day and one (1) unpaid uninterrupted hour for lunch for a thirty (30) paid hour work week.

- 9.2.6 **Standard Teacher Assistant-ES, Health Assistant**- The full-time work schedule shall be six and one half (6.5) paid hours per day and one (1) unpaid uninterrupted hour for lunch for a thirty-two and one half (32.5) paid hour work week.
- 9.2.7 **Maintenance and/or Specialized Maintenance** - The full-time work schedule for maintenance personnel shall be eight (8) paid hours per day and thirty (30) unpaid minutes for lunch for a forty (40) paid hour work week.
- 9.2.8 **Part-time Employee** - Is one who works less than the work day/work week as prescribed above.
- 9.2.9 **Work Breaks** - Each Employee with a full-time work schedule as described above shall receive two (2) fifteen (15) minute breaks per day scheduled by the supervising administrator in consultation with the employee and taking into consideration the work demands of the job. Work breaks, if any, for part-time employees shall be determined by the supervising administrator in consultation with the part-time employee. Employees shall be permitted to leave the building during their lunch break upon notification to the principal's office.
- 9.2.10 **Lunch** - Both fifteen (15) minute breaks per day may be used to extend the lunch period as approved by the supervisor. The unpaid, duty-free lunchtime of employees with a full-time schedule is described above. Lunch periods, if applicable, for part-time employees shall be determined by the supervising administrator in consultation with the part-time employee. Employees shall be permitted to leave the building during their lunch break upon notification to the principal's office.

9.3 **Holidays**

- 9.3.1 There shall be ten (10) paid holidays for school year employees whose schedule is from thirty (30) to thirty-four (34) hours per week and eleven (11) paid holidays for school year employees whose work schedule is thirty-five (35) or more hours per week. There shall be sixteen (16) paid holidays for full-year employees. Part-time and part-year employees shall be paid for holidays if a paid holiday falls on their regularly scheduled work day. In the event that a holiday is scheduled as a "floating holiday," it is to be scheduled with the supervisor and shall be subject to the supervisor's approval. Denial of a "floating holiday" requests shall not be arbitrary or capricious.
- 9.3.2 Employees shall not lose vacation days if designated holidays fall within the employee's vacation.
- 9.3.3 When any of the designated holidays falls on a Saturday or Sunday, and the previous or following day is observed by the District as a holiday, then that day shall be deemed to be the holiday.

9.4 **Vacations**

- 9.4.1 Full-time employees receive vacation days with pay that shall be based upon the length of continuous service on a fiscal year basis (July 1<sup>st</sup> – June 30<sup>th</sup>) as follows:

**Full-Year (12-month) Employees:**

<u>Years of Service</u>	<u>Days Earned</u>
Completion of 1 year.....	10 vacation days

Completion of 5th year.....	15 vacation days
Completion of 10th year.....	20 vacation days
Completion of 20 <sup>th</sup> year.....	25 vacation days*

\*With no more than three [3] weeks taken at one time unless approved by the Principal or immediate supervisor.

9.4.2 Vacations are to be scheduled with the supervisor and shall be subject to the supervisor's approval. Denial of vacation requests shall not be arbitrary or capricious.

9.4.3 Vacation time cannot be accumulated. Vacation can be earned in the first year of employment but cannot be taken during the first year. Vacation shall be prorated equal to the portion of the fiscal year worked (i.e., after six (6) months, five (5) days will have been earned) and can be used on or after the following July 1 fiscal year start.

9.4.4 Vacation days not used before the June 30<sup>th</sup> deadline will be lost.

9.5 **Overtime**

9.5.1 Upon prior approval, all hours over forty (40) hours worked per week will be paid on a time and one-half (1 1/2) basis; or upon prior approval, compensatory time may be taken on a time and one-half (1 1/2) basis. Holidays, vacation days, personal days, sick days, jury duty and other paid leave days are not counted toward the forty (40) hour work week.

9.5.2 **Holidays, Weekend and Call-Back Work** - All call-back work will be reimbursed for mileage to and from the employee's home at the prevailing District rate.

9.6 **Extra Duty Compensation** - Employees who perform extra duties outside the employee's workday shall be compensated as per the DEA Collective Bargaining Agreement Extra Duty Schedules, Appendix A. (The schedule appears in the DESSA Collective Bargaining Agreement also as Appendix A). Bargaining members may receive payment for stipends throughout the term of the activity for those marked in Appendix A as paid upon completion (marked "C" for payment methods). Full-time maintenance employees required to be on-call during the school year shall receive a \$1,000 stipend per year.

## **ARTICLE X**

### **WORKING CONDITIONS**

10.1 **Traveling Employees** - Employees who are required to use personal vehicles for school business shall be reimbursed at the current District rate.

10.2 **Professional Growth**

10.2.1 **Institute Days** - Institute days are workdays per individual employee calendars.

10.2.2 **Departmental Meetings** - Departmental meetings (secretaries, teaching assistants, LMC assistants, etc.) may be held during Institute Days to discuss job-related topics, procedures, etc.

10.2.3 **Tuition Reimbursement** - Employees will be reimbursed 100% for tuition and/or fees for courses or workshops that have been approved by the appropriate supervisor and taken to enhance job-related skills with a maximum reimbursement of \$5,250 in any calendar year. For 2012-13, any employee approved for reimbursement of coursework prior to November 15, 2012 will be exempt from the \$5,250 maximum.

10.3 **School Closings - Leave Days** - When the schools and offices are officially closed for the entire work day by the Superintendent, such days shall be considered shutdown days and no paid leave days will be deducted from available leave but the school year employees will have to make up the day when scheduled by the Board. Maintenance shall report to work.

10.4 **Teacher Assistant Responsibilities** – Teacher Assistants may be utilized for non-teaching duties not requiring instructional judgment or evaluation of students, supervision, and to assist in the instruction of students under the immediate supervision of a teacher, who holds a valid certificate, directly engaged in teaching subject matter or conducting activities.

Teacher Assistants who are to be assigned to students with specific physical needs must be notified of such assignment before the start of the assignment. The Teacher Assistant will then be provided training by qualified/experienced professionals that specifically address the needs of the assigned student prior to the start of the assignment.

Before or during the course of the school year, if there is a change in the requirement of the current assignment and the Teacher Assistant is unable to physically handle the assignment, she/he will be assigned to a different student/students.

10.4.1 **Teaching Assistant Concerns** - Teacher Assistants are entitled to voice any concerns regarding his/her assigned teacher to the immediate supervisor/Principal without fear or reprisal. The Teacher Assistant may request his/her assigned teacher to leave any evaluating conference.

10.5 **Training** – Employees shall receive training on any new equipment, software, or new procedures. This training may be before or concurrent with implementation.

- 10.6 **Joint Insurance Committee**—DESSA will name three representatives to the Joint Insurance Committee established under Article IV, Section 14.7 of the collective bargaining agreement between the Deerfield Education Association, IEA-NEA and the Board. Any decisions and recommendations of the committee will be submitted to the Board of Education for adoption and to both Associations for ratification.

## **ARTICLE XI**

### **LEAVES**

#### **11.1 Sick Leave**

11.1.1 Full-year employees shall receive thirteen (13) days of sick leave per year. Full-year employees who have completed fifteen (15) years of full-time service in the District shall be granted one additional sick leave day for a total allotment of fourteen (14) sick leave days per year. Employees who have completed twenty (20) year of full-time service in the District shall be granted one additional sick leave day for a total allotment of fifteen (15) sick leave days per year. Part-year and part-time employees shall receive these additional days on a pro-rated basis.

11.1.2 School-year employees shall receive twelve (12) days of sick leave per year. Part-year and part-time employees shall receive prorated sick leave days. School-year employees who have completed fifteen (15) years of full-time service in the District shall be granted one additional sick leave day for a total allotment of thirteen (13) sick leave days per year. Employees who have completed twenty (20) years of full-time service in the District shall be granted one additional sick leave day for a total allotment of fourteen (14) sick leave days per year. Part-year and part-time employees shall receive these additional days on a pro-rated basis.

11.1.3 Sick Leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the employee's immediate family or household, or birth, adoption, or placement for adoption. "Immediate family" shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and persons residing in the same household and legal guardians. For purposes of this Section, "birth" shall include not only the actual birth but also any disability of the mother or child due to birth. For the purposes of this Section, "adoption" and "placement for adoption" shall include those activities reasonably related to and essential to the process for adoption or placement for adoption, including travel time where necessary.

11.1.4 Unused sick leave days will accumulate to an unlimited maximum.

11.1.5 Sick leave may be used in increments of one-half (1/2) day or full days.

#### **11.1.6 Voluntary Donation of Sick Days Program**

All members of the Association Bargaining Unit are eligible to participate. This program does not extend beyond the Association Bargaining Unit. An employee can only request donation of additional sick leave when sick leave is needed due to the medical needs of the employee or a member of his/her immediate family as defined in Section 11.1.3 of this Article.

Participation, either as a donor or recipient, is voluntary. Each employee will be limited to donating a maximum of two (2) full days per year. Employees must have used all of their regular sick leave and all of their personal days to be eligible to request and receive donated days. Employees who have accumulated supplemental sick leave days may choose to use those days before asking for donated days.

### Voluntary Donation of Sick Days Program Procedure

1. An employee who has used all of his/her sick leave and personal days and needs additional leave must request to use donated sick leave by contacting the Director of Human Resources. The employee will be asked to allow his/her name to be released to the members of the Association Bargaining Unit as part of the request for donations. The employee may choose to allow release of his/her name or not. Requesting a donation does not guarantee results.
  2. The Director for Human Resources will send an email to all members of the Association Bargaining Unit soliciting donations. This email will identify the employee in need and ask potential donors to respond. No additional information regarding the nature of or reason for the request will be given.
  3. Employees willing to donate will respond by email indicating their willingness to donate either one (1) or two (2) days. If no number is indicated, it will be assumed to be an offer of one (1) day.
  4. The Director for Human Resources will transfer leave from donor(s) to recipient in the order the offers are received, beginning with one (1) day each until the need is fulfilled. If necessary, a second round of transfers will be made from those offering a second day. The second round will also be executed in the order received.
  5. The Director for Human Resources will notify each potential donor of the status of their donations: accepted, one (1) day transferred; accepted, two (2) days transferred; not needed at this time, no days transferred. The Director for Human Resources will also notify the employee requesting the donation of the status of their request.
  6. Donations will be accepted up to ten (10) teacher work days following the distribution of the solicitation from Human Resources.
- 11.1.7 Intensive Teacher Assistants will be granted two (2) additional sick days if a work related injury leads to a workman compensation claim. These sick days are not transferable nor accruable.

## 11.2 **Personal Leave**

- 11.2.1 At the beginning of the school year, each employee shall be credited with two (2) days to be used for personal reasons. A personal day may be used for any purpose at the discretion of the employee.

If the full amount of personal leave thus allowed is not used it may accumulate to ten (10) days. Unused amounts of accumulated days in excess of the ten (10) shall be placed in the individual's sick leave account. An employee may transfer his/her accumulated personal leave to accumulated sick leave at any time.

A personal leave of more than two (2) consecutive school days may be taken by an employee only once during any one school year and a personal leave of more than four (4) consecutive school days only once in any two (2) consecutive school years.

- 11.2.2 An employee shall make the request forty-eight (48) hours in advance of the time he/she expects to be away except in the case of an emergency. No reason need be given.
- 11.2.3 Personal Leave Days may not be taken during the first or last week of the school year nor the day prior to or immediately following holidays, except

in the case of an emergency or under one of the following circumstances:

- Taking children to and/or from colleges,
- Immediate family weddings,
- Bar Mitzvah (Bat Mitzvah) in immediate family,
- Graduations in immediate family,
- Baptisms, confirmations, and similar religious rites in the immediate family.

If absence is due to emergency, the reason for the emergency must be revealed to Human Resources with prior notice.

11.2.4 The number of persons allowed to be absent for personal leave on a given day shall be determined by the number of employees providing service to that building.

11.2.5 If an employee is on an approved leave and school is cancelled due to weather or other acts of God, then the employee shall not have that day deducted from his/her account.

11.3 **Jury Duty Leave** - Any employee called for jury duty, or who is subpoenaed to testify during working hours in any judicial or administrative matter, shall be paid his/her full compensation for such time with no loss of any leaves, seniority, or any other benefits. Any compensation the employee receives beyond mileage or meal reimbursement shall be reimbursed to the District.

11.4 **Family and Medical Leave (FMLA)** - See chart as attached in Appendix B.

11.5 **Unpaid Leave of Absence** – The Board may grant a leave of absence without pay for a period of up to one (1) year for a purpose deemed appropriate. Such leave may be conditional in such a manner as the Board may elect.

11.6 **Job Sharing Leave**

11.6.1 **Purpose** – Job sharing as defined in this Section is a voluntary program providing two (2) employees the opportunity to share one (1) full-time equivalent position. It shall be the responsibility of each job share applicant to inform his/her immediate supervisor of their intent to apply. Participants in job sharing positions shall submit an application and proposed plan for a job sharing leave to the Superintendent by February 1<sup>st</sup> of the year preceding the school year for which the leave is requested. The job-sharing plan shall include, but not be limited to, responsibilities, schedule of work hours and/or days, attendance at meetings, inservice days, and any other responsibilities. Approval of the job sharing application shall be determined by the Board by April 1<sup>st</sup> following the request, provided the plan is consistent with the provisions of this Agreement. Further, the parties agree that any inadequacies in the information provided in the application shall not constitute a basis for rejection of the plan. If a job share application is denied, written reason for the denial shall be provided to the applicants.

11.6.2 **Salary Credit** – Participants in job sharing positions shall have their salaries prorated according to the time worked. Contributions to the Illinois Municipal Retirement Fund shall be pro-rated according to the time worked.

11.6.3 **Length of Leave** – The length of a job sharing leave shall be for one (1) school year and may be renewed by the Board no later than April 1<sup>st</sup> if a request to renew is made by the participants prior to February 1<sup>st</sup>. Participants in job sharing positions shall be considered on a leave of absence for that portion of the schoolwork hours and/or days they are not working.



- 11.6.4 **Seniority** – Employees participating in a job share, as set forth in this section shall accrue seniority in proportion to the time worked.
- 11.6.5 **Insurance and Leave Benefits Available** – Participants in job sharing positions shall be responsible for the cost of their own fringe benefits on a prorated basis.
- 11.6.6 **Return from Job Sharing Leave** – Participant(s) in a job share shall submit written notice by February 1<sup>st</sup> of his/her intent to return to full-time employment. Upon return, the employee shall be returned to his/her former position, seniority permitting, if the position still exists or to a mutually agreed upon position. Such return rights shall be applicable for two (2) years. If the leave extends for more than two (2) years, the employee shall be returned to a comparable position upon his/her return to full-time employment. Comparable position shall mean a position at the same level (elementary or middle school) and the same job category.

**11.7 Supplemental Sick Leave**

- 11.7.1 Supplemental sick leave is an additional type of sick leave intended as an added protection for full-time employees who may become seriously ill or disabled. It is intended for catastrophic injuries or illness or severe medical problems, which require hospitalization or extensive medical care. Supplemental sick leave differs from ordinary sick leave in that the employee must be authorized to use this supplemental sick leave by the formal action and approval of the Board of Education on recommendation of the Superintendent.
- 11.7.2 Supplemental sick leave will not be allowed to be used until all accumulated ordinary sick leave has been used and there exists a serious illness or disability on the part of the employee that prevents the employee from performing his/her duties for a period of five (5) or more consecutive school days. Employees who wish to apply for supplemental sick leave must make the request to the Superintendent in writing and the request must be accompanied by a signed statement from a licensed physician, which documents the nature and extent of the illness or disability. If the Board of Education deems it necessary or desirable to obtain additional medical testimony or documentation, they may require a second opinion from a physician at the Board's expense.
- 11.7.3 All full-time employees, upon completing two (2) years of employment, and for each year of service, will be granted ten (10) days of supplemental sick leave. If the full amount of annual supplemental sick leave thus allowed is not used, the unused amount shall accumulate to a maximum available supplemental sick leave of ninety (90) days at full pay. If any or all of the supplemental sick leave is used, it will again be allowed to continue to accumulate to the ninety (90) days maximum. (This subsection shall in no way affect the number of days any employee may have accumulated prior to the effective date of the Agreement.) Employees who have used all of their accumulated sick leave and their supplemental sick leave would be eligible to make application for a leave of absence in accordance with Article XI, Section 11.5.

- 11.8 **Long-Term Substitute** – Any bargaining unit member who accepts a long-term substitute teacher position within the District will be able to elect to receive the substitute pay or the substitute pay less the cost of benefits if he/she wishes to participate in the employee benefits package. Seniority will continue to accrue.
- 11.9 **Bereavement Leave** - Any full-time employee covered by this contract shall receive a bereavement leave with pay for any death in the immediate family not to exceed two (2) days per school year.

Part-year and part-time employees shall receive prorated bereavement leave days. Unused bereavement leave may be accumulated up to four (4) days total in a given year.

- 11.10 **Military/Reserve Leave**- Employees will be granted leave for military service in accordance with the provisions of the Illinois School Code.
- 11.11 **Military Deployment Family Leave**- Any employee who has a parent, spouse, or child (or such relationship as a result of legal guardianship), who is deployed to an out-of-state post as a result of the order of the Governor of any State or the President of the United States shall be permitted to use up to two (2) sick leave days to the extent available from his/her personal leave account. Such use shall be available for use thirty (30) days immediately prior to, thirty days immediately after or anytime during each separate deployment. The employee shall provide the Superintendent or designee with written advance notice of at least five (5) work days except in cases of emergency, in which case notice shall be provided as soon as possible. The teacher shall also provide appropriate documentation to the Superintendent or designee to initiate the provisions of this Article. It shall be the responsibility of the employee to keep the Superintendent or designee fully informed of the status of the deployment and any changes to its date as they become known. In addition, for those employees who request to use their available personal leave for military deployment family leave, the restrictions on use contained in Sections 11.2.3 and 11.2.4 of this Article shall be waived for such use.

## ARTICLE XII

### **SALARY AND FRINGE BENEFITS**

12.1 Percentage compensation increases for the length of this contract for current employees shall be:

<u>2012-13</u>	2013-14	2014-15	2015-16	2016-17
\$0.35 + 4.0%	4.25%	4.0%	4.0%	4.0%

12.1.2 Any new employee shall receive the starting salaries as listed below. Starting salaries beyond this limit require approval by a designated Board/DESSA committee.

	<u>12-13</u>	<u>13-14</u>	<u>14-15</u>	<u>15-16</u>	<u>16-17</u>
Standard Teacher Assistant	15.06	15.38	16.00	16.64	17.30
Intensive Teacher Assistant	16.87	17.23	17.91	18.63	19.38
Tutor	15.06	15.38	16.00	16.64	17.30
LMC Assistant	15.06	15.38	16.00	16.64	17.30
Health Assistant	18.44	18.83	19.59	20.37	21.18
10-Month Secretary	18.06	18.44	19.18	19.95	20.75
12-Month Secretary	19.37	19.78	20.57	21.40	22.25
Administrative Secretary	19.37	19.78	20.57	21.40	22.25
Specialized Maintenance	21.65	22.11	22.99	23.91	24.87
Receptionist	19.37	19.78	20.57	21.40	22.25

12.1.3 **Longevity Increase: Procedures for Implementation**

For employees hired before January 1, 2013 who complete five (5) years of service receive an additional salary increment equal to one half of the regularly scheduled increase in the sixth (6<sup>th</sup>) year. At the completion of every five (5) years thereafter, employees would receive an additional increment equal to the regularly scheduled increase.

Longevity increment will go into effect in the 6<sup>th</sup>, 11<sup>th</sup>, 16<sup>th</sup>, 21<sup>st</sup>, 26<sup>th</sup>, 31<sup>st</sup> and 36<sup>th</sup> year.

For employees hired on or after January 1, 2013 who complete five (5) years of service receive an additional salary increment equal to one quarter of the regularly scheduled increase in the sixth (6<sup>th</sup>) year. Up to and including an employee's thirty-sixth (36<sup>th</sup>) year, at the completion of every five (5) years, employees will receive an additional increment equal to one-half of the regularly scheduled increase.

Longevity increment will go into effect in the 6<sup>th</sup>, 11<sup>th</sup>, 16<sup>th</sup>, 21<sup>st</sup>, 26<sup>th</sup>, 31<sup>st</sup> and 36<sup>st</sup> year.

Longevity time will be counted from July 1 of each year. Individuals hired between July 1 and December 31 will receive service credit for a full year. Individuals hired later will have their longevity service credit begin in the following year.

The business office will prepare a complete list of all current DESSA members indicating the year in which each member will receive a longevity increment.

See Appendix C: Longevity Calculator

#### 12.1.4 **Pay options**

For the 2012-2013 school year, school-year employees have the option of being paid over ten (10) months or twelve (12) months. Such option shall be declared by June 1st of the immediately prior school year. Those school-year employees who elect the option of being paid over ten (10) months shall have all applicable payroll deductions for the months of July and August made in June. Normal pay dates shall be the 15th and the last day of the month, except when those days fall on a weekend or a legal holiday, in which case the pay date shall be the last business day prior thereto (business day shall be defined as Monday through Friday when the central administrative office is open).

Effective the 2012-2013 school year, payroll will be issued twice monthly for a total of twenty-four (24) pay periods per year and will be paid on the 15th and last day of each month. If a regular pay date during the school term falls on a weekend or a legal holiday, employees shall receive their pay on the last business day prior to the normally scheduled pay date (business day shall be defined as Monday through Friday when the central administrative office is open).

Effective the 2013-2014 school year, any school-year employee who has elected to be paid over twenty (20) pay periods during the 2012-2013 school year shall have the right to continue on such payment schedule at the employee's option if declared by June 1, 2013, provided, however, if such school-year employee does not select the twenty (20) pay periods option for the 2012-2013 school year or thereafter, that option will no longer be available (i.e., cannot go back to twenty [20] pay periods at a later date).

#### 12.1.5 **Working Out of Classification**

When it is not possible to get a substitute for an absent building secretary, school nurse/ health assistant, or LMC Director, the employee who works this substitute position in addition to his/ her own position, shall receive a 50% increase in his/her hourly rate for the hours worked. (See Appendix D)

If an elementary teacher assistant substitutes for a classroom teacher, the assistant will be paid \$30 per day beyond the normal hourly wage.

If a middle school teacher assistant substitutes for a teacher, the assistant will be paid the teacher internal substitute rate per class instead of the assistant's regular hourly compensation.

#### 12.1.6 **Insurance**

12.1.6.1 **Worker's Compensation** insurance is carried by the Board of Education covering necessary medical expenses incurred as a result of an accident or injury arising out of or in the course of employment without loss of employee sick leave. An employee hurt on duty should immediately notify her/his principal and school nurse/health assistant who will fill out the required accident report. Under certain circumstances the employee may collect benefits under the Worker's Compensation or IMRF disability coverage.

12.1.6.2 **Health and Hospitalization** - The Board offers full-time employees the following group insurance benefits:

**Employee-Paid Share of Health Care Premiums\***--Full time employees will pay the following share of the total yearly premium of the health care program in effect:

	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017
PPO Family	35%	35%	35%	35%	35%
HMO Family	30%	30%	30%	30%	30%
PPO Single	5% (\$400 max.)	5% (\$450/yr max.)	5% (\$500/yr max.)	5% (\$500/yr max.)	5% (\$500/yr max.)
HMO Single	5% (\$25/yr max.)	5% (\$125/yr max.)	5% (\$150/yr max.)	5% (\$150/yr max.)	5% (\$150/yr max.)

The Board of Education agrees to reimburse bargaining unit employees up to \$500 for out-of-pocket, in-network deductibles paid in the 2013-14 benefit year beyond the deductible in force for 2012-13 (The in-network deductible in force for 2012-13 is \$200 per single plan and \$400 per family plan).

The Board of Education will pay premiums, less the employee contributions listed above, of a comprehensive Health-Accident-Major Medical program in effect in the District for full-time employees who choose to enroll. Each employee may select the option of single or the family plan.

12.1.6.2.1 **TERM LIFE** - The Board of Education will pay the total premium of the employee for a \$40,000 group term life insurance plan, in accordance with the plan in effect in the District.

12.1.6.2.2 **DENTAL** - The Board of Education will pay sixty percent (60%) of the total premium of the employee for a dental insurance plan, in accordance with the plan in effect in the District. Dependent coverage will be available at the employee's expense.

12.1.6.3 **Flexible Benefits** -The Board shall maintain a salary reduction plan that meets the requirements of Section 125 of the Internal Revenue Code and Treasury Regulations. If, at any time, Section 125 or related regulations are amended, the parties shall promptly revise the plan to comply with the amendment if necessary.

An employee may annually elect to participate in the salary reduction plan by choosing to receive one or more of the benefits described below:

- 1) Reimbursement for any qualified unreimbursed medical or dental care expenses including insurance deductibles, up to a maximum of \$2,500 annually;
- 2) Reimbursement for qualified dependent care assistance up to a maximum of \$5,000 annually.

The amounts designated cannot be changed during the plan year unless there is a change in family status or other circumstance provided in Section 125 and/or Treasury Regulations. Any amounts designated for which valid reimbursement claims are not made on a timely basis will be forfeited and not otherwise paid to the staff member during the year nor carried over to a succeeding plan year, and such amounts shall become the property of the plan. The amount elected will be deducted in equal amounts from the employee's salary payments during the plan year.

An employee must accumulate at least fifty dollars (\$50.00) of expenses before filing a claim. At the end of the plan year, currently June 30<sup>th</sup>, all remaining expenses may be claimed even if less than fifty dollars (\$50.00). An employee will have until September 28<sup>th</sup> following the plan year to claim reimbursement for covered expenses incurred during the plan year.

Pursuant to Section 125 requirements, the Board shall not report any designated salary reductions as taxable income to any federal or state agency. However, the Board does not guarantee or, in any way, warrant that the salary reductions are non-taxable.

12.2 **Benefits for Part-time Employees** - The Board offers the same group insurance coverage to part-time Employees who work at least forty percent (40%) of a full-time position, or fifteen (15) hours per week whichever is greater. The Board pays a prorated amount of the benefit premium equivalent to the percentage of time the part-time employee works.

12.3 **Retirement**

12.3.1 All employees come under the provisions of the Illinois Municipal Retirement Fund (IMRF) and/or the Social Security Act, as provided by law.

12.3.2 **Insurance Benefit** - Eligible employees with at least ten (10) years experience who timely elect to retire within the IMRF program may continue to purchase health and life insurance through the District's group plan at the group rate. Where and when Medicare applies, the District's plan shall become a secondary carrier. Employees eligible for coverage through a state sponsored retirement insurance program are not eligible for this benefit.

12.3.3 **Severance Pay** - Any full-time employee who has been employed full-time by School District #109 **for the years, as noted below**, and who retires from the District, shall receive compensation at his/her current rate, for each year of service not to exceed thirty (30) years.

10 years = 3 days x (multiplied by) years of service

15 years = 4 days x (multiplied by) years of service

20 years = 5 days x (multiplied) by years of service

Notice of retirement must be received no earlier than January 1 of the retirement year and no later than March 1<sup>st</sup> of the retirement year and the Employee must finish the work year. In the event of unforeseen circumstances including, but not limited to a death in the employee's family, a spouse's need to relocate or other financial or personal exigency, the deadline for filing for retirement and the requirement that the employee finish the year will be waived. In these circumstances, the employee's eligibility for retirement benefits, including severance and the right to purchase insurance shall not be affected.

Such payment shall be made as part of the final year's contract and paid through the balance of the contract year beginning as of the March 15<sup>th</sup> paycheck.

12.3.4 **IMRF Out-of-State Service Credit** – Any request by an employee for out-of-state credit toward retirement shall be considered by the Board on a case-by-case basis.

12.4 **Inoculations** - Flu inoculations shall be provided by the Board. Staff participation is voluntary. Hepatitis B inoculations shall be provided to designated classifications of employees as pursuant to the Blood Borne Pathogens Exposure Control Plan.

12.5 **Disability Insurance** – To the extent allowed and available through the District's disability insurance carrier, the Board will pay the premium for disability coverage that will provide an amount, that when added to any IMRF disability coverage, will equal seventy percent (70%) of the employee's annual salary at the time of disability. In the event the employee is not eligible for IMRF disability benefits,

disability coverage will provide an amount equal to sixty percent (60%) of the employee's annual salary at the time of disability.

## **ARTICLE XIII**

### **REDUCTION IN FORCE**

- 13.1 **Laid Off Employees - Fringe Benefits** - Laid off employees will continue to be provided with their existing health, dental and life insurance benefits following the effective date of the layoff. The premium for this continuation of coverage is at the expense of the employee subject to the provisions of the Comprehensive Omnibus Budget Reconciliation Act (COBRA). COBRA premiums are due the first of each month of coverage.
- 13.2 **Recall Rights and Procedures** - Laid off employees will be recalled in reverse order of seniority to any vacancy for the following school term or within one calendar year from the start of the following school term into the same category of position from which he or she is removed or dismissed, or any other category of position, to the extent the employee is qualified for that position. If an employee fails to respond affirmatively to a position tendered within fourteen (14) calendar days of mailing or within seven (7) calendar days of receipt of the offer, whichever shall first occur, all such rights of recall shall be terminated.
- 13.3 **Employee's Obligation to Respond to Recall** - It shall be the employee's obligation to notify the employer of his/her current mailing address and telephone number. A recalled employee shall have ten (10) calendar days from receipt of such recall to accept the recall. Recalled employees who were full-time may refuse recall to a part-time position without forfeiting their recall rights. Otherwise, employees who fail to accept recall shall forfeit their recall rights and any other seniority rights should they be later employed.



## **ARTICLE XIV**

### **SENIORITY**

- 14.1 **Definition of Seniority** - Seniority shall be defined as the length of continuous service within the respective categories of positions in which the employee has served and also remains qualified to hold. Accumulation of seniority shall begin from the employee's first day of service within a category of position. Ties shall be broken first by the length of continuing service within the District and next by lottery.
- 14.2 **Part-Time Seniority** - Part-time employees shall accrue seniority on a pro rata basis within the respective categories of positions in which the employee has served and also remains qualified to hold.
- 14.3 **Seniority Lists** - The Board shall prepare, maintain and post conspicuously in all buildings a seniority list by February 1<sup>st</sup> of each year. A copy of the seniority list and subsequent revisions shall be furnished to the Association. Any employee disagreeing with his/her seniority placement shall respond, in writing, to the Superintendent and the Association President within thirty (30) days after the effective date of the posting.
- 14.4 **Categories of Position** - Employees shall be ranked by their seniority within the following categories of positions:
1. Teacher Assistant/Project Success Tutor
  2. Standard Teacher Assistant/ Intensive Teacher Assistant
  3. LMC Assistant
  4. Health Assistant
  5. School Secretary
  6. Administrative Secretary
  7. Maintenance
  8. Maintenance Specialist

Any employee who has worked in more than one category shall be ranked in each category worked to the extent seniority has accrued in such category.

## **ARTICLE XV**

### **EVALUATION**

- 15.1 Once every other year the employee and his/her supervisor (who may be the—Assistant Superintendent for Human Resources in the case of a teacher assistant) should meet to discuss the performance expectations for the position and the employee's progress in meeting those expectations. For new employees, this review process shall occur prior to the conclusion of the employee's probationary period, which is eighty (80) work days from the date of hire, and again within the first year of employment. An additional evaluation may be completed in the new employee's second year as determined by the employee's supervisor. The review process should proceed in the following manner:
1. Prior to the scheduled review meeting, the supervisor should evaluate the individual's performance in Sections I and IV.
  2. At the review meeting the employee and supervisor should discuss the evaluation and this discussion should be summarized and documented on this form.
  3. Provide written comments, as needed, giving specific instances of behavior to support the evaluation.
  4. The performance expectations should be reviewed for the upcoming year and documented, as needed.
  5. If deficiencies in present job performance exist, the specific developmental needs and action plans should be specified in Section II, and an additional evaluation shall be completed the following year.
  6. The employee should make any comments which he/she feels are needed about performance, development needs, or other areas related to the performance review in Section III.
  7. The over-all level of the employee's performance should be indicated in Section IV.
  8. The original form should be signed by the supervisor and the employee and returned for review by the Director of Human Resources by May 15th. Copies should be sent to the employee and the employee's personnel file.
- 15.2 **Evaluation Form** – The form for Performance Assessment is found in Appendix E of this Agreement.

## ARTICLE XVI

### TERM AND EFFECT OF THE AGREEMENT

#### 16.1 Duration

This contract shall be effective beginning November 12, 2012 and shall remain in effect until June 30, 2017.

*This Agreement* is made and entered into this

**DEERFIELD EDUCATIONAL SUPPORT  
STAFF ASSOCIATION, IEA-NEA**



**Betsy Jackson**  
Co-President




**Anna Sager**  
Co-President



**Robin Tortorella**  
Secretary

**BOARD OF EDUCATION  
DISTRICT #109**



**Ellen G. London**  
President



**Bennett Brenner**  
Secretary

## **Appendix A**

### **STIPEND PAY**

The Deerfield Educational Support Staff Association, IEA-NEA, (“Association”) and the Deerfield School District 109 Board of Education (“Board”) agree that stipends shall be paid at the completion of the work with administrator approval except for those stipend duties designated with a “24” pay method, which will be paid on an pro-rated basis over the course of twenty-four (24) paychecks. If an employee who is to receive a stipend designated with a “24” pay method elected to be paid over twenty (20) pay periods pursuant to Article XIV, Section 14.3 (Pay Options), that employee’s stipend will be paid on a pro-rated basis over the course of twenty (20) paychecks.

#### Stipend / Extra Duty Procedures

- (1) Building and District administrators shall continue to offer stipends to teachers at the beginning of the school year. The administrators shall complete the District Stipend Personnel Form and submit it to Human Resources prior to the first September payroll. This form assists the Business Office with budgeting and verifying future stipend payments.
- (2) Payment Methods:
  - “C” Stipends on the Stipend Schedule designated with a “C” will be paid upon completion of full stipend duties.
  - “T” Stipends on the Stipend Schedule designated with a “T” (e.g., lunchroom supervision, athletic event supervision) will be paid upon completion of each supervision event/meeting.
  - “24” Stipends on the Stipend Schedule designated with a “24” will be paid on an pro-rated basis over the course of twenty-four (24) paychecks.
- (3) The Stipend, Extra Duty, and Supervision Form shall replace all current time sheets in use. All teachers shall submit the Stipend, Extra Duty, and Supervision Form to the Business Office. On the Stipend, Extra Duty, and Supervision Form, please include the corresponding Pay Number (“Pay #”) listed next to the stipend duty activity on the Stipend Schedule.
- (4) The Business Office will pay all stipends as soon as reasonably possible after receipt and approval of the Stipend, Extra Duty, and Supervision Form and in accordance with the payment method set forth on the Stipend Schedule. The Payroll Coordinator shall request these forms before processing each bi-monthly payroll.

Additionally, the Association and Board agree to the following provisions for Summer School:

1. The salary for Summer School teachers shall be paid upon the completion of Summer School;
2. Summer School hours shall be four (4) hours per day for a period of four (4) weeks;
3. Compensation shall be treated in accordance with the Illinois Teachers’ Retirement System an Illinois Municipal Retirement Fund rules and regulations;
4. There shall be no additional fringe benefits paid for teaching Summer School;
5. Sick leave and/or personal leave accumulated during the regular school year may not be used during Summer School; and
6. The duties of Summer School staff shall be in accordance with the Board approved job descriptions readily available from the Curriculum Department or the Human Resources Department.

The following is the official Stipend / Extra Duty Schedule covering school years 2012-2013, 2013-2014, and 2014-2015. Any deviation from this schedule must be negotiated and agreed upon by the Association and the

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Board. Questions should be directed to your Association Representative or other Association Officer. The following listing of an activity on the Stipend / Extra Duty Schedule does not ensure that it will be offered each school year.

<b>Stipend/Extra Duty Schedule</b>							
Pay Method Key:		C=paid upon completion of full stipend duties; T=paid upon completion of each supervision event or meeting 24=pro-rated over the course of 24 paychecks					
ACTIVITY	Pay	School Year				Pay	NOTES
	#	2011-2012	2012-2013	2013-2014	2014-2015	Method	
<b>Category #1 Athletics</b>							
Head Coach	101	386	386	386	397	C	One per line, per school pay # 102 - 112, & 115 - 121
Volleyball - B7	102	2,821	2,821	2,821	2,905	C	
Volleyball -B8	103	2,821	2,821	2,821	2,905	C	
Volleyball - G7	104	2,821	2,821	2,821	2,905	C	
Volleyball - G8	105	2,821	2,821	2,821	2,905	C	
Basketball - B7	106	3,701	3,701	3,701	3,812	C	
Basketball - B8	107	3,701	3,701	3,701	3,812	C	
Basketball - G7	108	3,701	3,701	3,701	3,812	C	
Basketball - G8	109	3,701	3,701	3,701	3,812	C	
Track & Field	110	1,914	1,914	1,914	1,972	C	1 coach per 25 students (count at end of first week)
Cross Country	111	1,532	1,532	1,532	1,577	C	1 coach per 25 students (count at end of first week)
Wrestling	112	4,252	4,252	4,252	4,380	24	1 coach per 25 students (count at end of first week)
IESA meet - up to 3.5 hrs or less	113	83	83	83	85	C	Regional, sectional or state for wrestling, cross country or track & field
IESA meet - more than 3.5 hrs	114	165	165	165	170	C	Regional, sectional or state for wrestling, cross country or track & field
Cheerleading - Gr 7	115	2,680	2,680	2,680	2,761	C	
Cheerleading - Gr 8	116	2,680	2,680	2,680	2,761	C	
Shepard 6th Gr. Pom Pons	117	1,276	1,276	1,276	1,315	C	
Pom Pons	118	3,191	3,191	3,191	3,286	C	
Softball - Girls Gr 7						C	

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	119	1,787	1,787	1,787	1,840		
Softball - Girls Grd. 8	120	1,787	1,787	1,787	1,840	C	
Soccer	121	2,821	2,821	2,821	2,905	C	
Athletics & Activities Director	122	5,105	NA	NA			Eliminated 2012-13 & thereafter
<b>Category #2 Extra Curricular Events &amp; Clubs</b>							
Each represents one stipend, and will be split if more than one person sponsors							
Intramural (including Girls' Hoops)	123	45	45	45	46	T	Per hour
Ski Trip Coordinator	124	469	469	469	483	C	Per day trip per building
Ski Trip Chaperone	125	168	168	168	173	C	One per bus in addition to Trip Coordinator
Talent Show - Elem	126	509	509	509	525	C	One stipend per Elem building
Clubs: New Clubs	127	851	851	851	876	C	
Photography	128	543	543	543	559	C	
Social service/Philanthropy	129	851	851	851	877	C	one per building
Pom Pons	130	851	851	851	877	C	
Bowling	131	851	851	851	877	C	
Chess	132	851	851	851	877	C	
Poetry	133	851	851	851	877	C	
Science	134	851	851	851	877	C	
Video	135	851	851	851	877	C	
Table Tennis	136	851	851	851	877	C	
Circle of Friends/Best, Lunch Buddies	137	851	851	851	877	C	Includes elementary "Game Room"
Book Discussion Club	138	851	851	851	877	C	
Variety Show-MS	139	1,276	1,276	1,276	1,315	C	
Diversity Skit	140	1,276	1,276	1,276	1,315	C	
<b>Category #3 Co Curricular Programs &amp; Events</b>							
Tech Crew	141	248	248	248	256	C	One per Elem building
Outdoor Ed	142	43	43	43	45	C	Per hour student supervision
Springfield (Approved Activities)	143	43	43	43	45	C	Per hour student supervision
Newspaper (per issue)	144	322	322	322	331	C	At most four newspapers per year per MS building

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Student Council - MS	145	1,544	1,544	1,544	1,590	C	One stipend per building per year
Student Council - Elem	146	882	882	882	908	C	One stipend per building per year
Yearbook	147	1,914	1,914	1,914	1,972	C	One stipend per building per year
MS Science Fair Coord.	148	1,914	1,914	1,914	1,972	C	One per building
MS Science Fair Asst.	149	766	766	766	789	C	Not to exceed the number of Sci teachers less one
Art Fair-Elem FTE of 0.5 & above	150	1,012	1,012	1,012	1,042	C	0.5 day sub allowed
Art Fair-Elem-FTE below 0.5	151	502	502	502	517	C	0.5 day sub allowed
Art Fair-MS	152	502	502	502	517	C	
Speech Tourney - Day of Event	153	171	171	171	176	C	Up to five
Speech Tourney Bldg Level Assistant	154	331	331	331	341	C	One per Elem building
Speech Tourney District Coordinator	155	827	827	827	852	C	One position district-wide
MS Chorus	156	2,872	2,872	2,872	2,958	24	One stipend per MS Chorus teacher
MS Musical	157	5,265	5,265	5,265	5,423	24	One musical per building per year
MS Ensemble/Show Choir "Charisma"	158	2,872	2,872	2,872	2,958	C	One stipend per year per building
MS Musical Asst.	159	1,654	1,654	1,654	1,703	C	One stipend per year per building
Elem Music Concert	160	402	402	402	414	C	Per concert for evening performance. Add'l performances may be mutually agreed upon by the principal & teacher. Two different performances on the same evening paid as two stipends
Instrumental Music Teacher	161	2,935	2,935	2,935	3,024	24	Includes directing various bands, orchestras, ensembles & concerts
Instructional Music Assistant	162	114	114	114	117	C	Per person per concert for skilled assistance
109 Solo & Ensemble Festival Coord	163	638	638	638	657	C	One stipend for planning and day of event
Elem Chorus	164	421	421	421	434	C	Per program, up to two per year
IL Music Educators Assoc-All District	165	469	469	469	483	C	One stipend per year
Young Authors	166	402	402	402	414	C	Up to two stipends per building at principal's discretion
Spelling Bee	167	350	350	350	361	C	One stipend per building

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Geography Bee	168	191	191	191	197	C	One stipend per building
Destination Imagination	169	1,544	1,544	1,544	1,590	C	One stipend per building
<b>Category #4 Special Programs</b>							
W.E. care	170	362	362	362	373	C	
Peer Mediation	171	1,340	1,340	1,340	1,380	C	
Peer Tutoring	172	2,077	2,077	2,077	2,139	C	
Gear Up for Learning/Homework Club	173	35	35	35	36	T	
<b>Category #5 Supervision</b>							
Stipends are per supervisor per event unless otherwise specified; 2 games back-to-back = 1 stipend							
Basketball (two back-to-back games)	174	69	69	69	72	T	per event
Volleyball	175	69	69	69	72	T	per event
Cross Country	176	69	69	69	72	T	per event
Track & Field	177	69	69	69	72	T	per event
Wrestling	178	69	69	69	72	T	per event
Softball (simultaneous games)	179	46	46	46	48	T	per event
Soccer (simultaneous games)	180	46	46	46	48	T	per event
Soccer (two back-to-back games)	181	69	69	69	72	T	per event
Dances (per supervisor)	182	69	69	69	72	T	per event
Music Concert	183	69	69	69	72	T	per event
Lunchroom Supervision	184	30	30	30	31	T	per hour
Supervision (other)	185	69	69	69	72	T	per event
Musical Supervision	186	69	69	69	72	T	per supervision for dress rehearsal or performance
6th Grade Party Supervision	187	46	46	46	48	T	90 minutes after school
Day Care Shuttle Supervision	188	30	30	30	31	T	per hour
<b>Category #6 Professional</b>							
MS Team Coordinator	189	1,341	1,341	1,341	1,381	24	Up to seven per building; 5 student contact sessions per day
Instrumental Music Supervisor	190	1,341	1,341	1,341	1,381	24	One stipend district-wide; reduced student contact



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Evening Presentations	191	69	69	69	72	T	Per person per presentation, generally 30-60 minutes per presentation
In-service Presentation	192	101	101	101	104	T	Per hour presenting/teaching
Committee Chair	193	66	66	66	68	T	Per hour for duties beyond the obligation of other committee work hours; administrative approval required
Curriculum Workshop	194	40	40	40	41	T	Per hour attended
Mentor Teachers	195	491	491	491	506	C	
Summer School	196	45	45	45	46	C	Per hour
Internal Subbing	197	37.67	37.67	37.67	38.80	T	Per 40 minute class
Internal Subbing	198	NA	NA	57.08	58.79	T	Per 60 minute class
Video Taping	199	197	197	197	202	T	Per event for filming of games, speakers, etc. outside of regular work hours; administrative approval required
Video Production/ AV Setup	200	45	45	45	46	T	Per hour, for editing, AV setup, etc. outside of regular work hours; administrative approval required
Homebound Tutors	201	60	60	60	62	T	Per hour
Stage and Properties Manager	202	39	39	39	40	T	Per hour, minimum 2 hours unless adjacent to regular work hours

## Appendix B

**This chart is a summary of some of the rights and requirements under the *Family and Medical Leave Act* (the “Act”). To the extent this summary chart contradicts or differs from the Act and its corresponding rules and regulations or is silent with respect to a certain issue, the Act and its rules and regulations shall be controlling.**

	<u><b>PARENTAL</b></u>	<u><b>FAMILY MEDICAL</b></u>	<u><b>PERSONAL MEDICAL</b></u>
<b>REASON FOR LEAVE</b>	For birth of a son or daughter, and to care for the newborn child; and for placement with the employee of a son or daughter for adoption or foster care.	To care for the employee’s spouse, son, daughter, or parent with a serious health condition.	Employee unable to perform function of job due to employee’s own serious medical condition.
<b>ELIGIBILITY</b>	Employed for 12 months and employed 1,250 hours of service during the preceding 12 months.	Employed for 12 months and employed 1,250 hours of service during the preceding 12 months.	Employed for 12 months and employed 1,250 hours of service during the preceding 12 months.
<b>DURATION</b>	12 weeks of leave in the 12 month period. (July 1 to June 30) that must conclude no later than 12 months after the birth or placement of the child. Intermittent leave is prohibited.	12 weeks in the 12 month period. (July 1 to June 30). Leave may be taken intermittently or as part of a reduced work schedule up to 12 workweeks to provide care to an immediate family member with a serious health condition. Employee may be reassigned as provided under the law.	12 weeks in the 12 month period. (July 1 to June 30). Leave may be taken intermittently or as part of a reduced work schedule up to 12 workweeks if medically necessary. Employee may be reassigned as provided under the law.
<b>NOTICE OF LEAVE</b>	Employee must provide notice as soon as practical. When foreseeable, at least 30-days advance notice is required. Failure to provide notice could delay leave.	Employee must provide notice as soon as practical. When foreseeable, at least 30-days advance notice is required. Failure to provide notice could delay leave.	Employee must provide notice as soon as practical. When foreseeable, at least 30-days advance notice is required. Failure to provide notice could delay leave.
<b>MEDICAL CERTIFICATION</b>	Employee must provide sufficient facts to demonstrate qualification.	Employee must provide sufficient facts to demonstrate qualification. The District may request appropriate medical certification as necessary pursuant to the time periods prescribed by law. Leave request may be delayed if a medical	Employee must provide sufficient facts to demonstrate qualification. The District may request appropriate medical certification as necessary pursuant to the time periods prescribed by law. Leave request may be delayed if a medical certificate isn’t provided

		certificate isn't provided within 15 calendar days of the District's request for such certification when the leave is foreseeable.	within 15 calendar days of the District's request for such certification when the leave is foreseeable.
<b>COMPENSATION AND BENEFITS</b>	<p>Leaves are unpaid except employee may choose, or the District can require the employee, to substitute accrued paid leave for all or part of the FMLA leave provided that the reason for such leave otherwise qualifies the employee to use his/her paid leave (i.e. sick leave may not be used for child rearing leave unless the parent or child is suffering from a "serious health condition").</p> <p>Any leave, whether paid or unpaid, taken for an FMLA qualifying reason, will be counted toward an employee's total FMLA leave, and is limited to 12 weeks.</p> <p>Health insurance benefits continue under the same terms prior to the leave. If employee fails to return to work as scheduled, the employee may be required to repay premiums paid by the District.</p>	<p>Leaves are unpaid except employee may choose, or the District can require the employee, to substitute accrued paid leave for all or part of the FMLA leave provided that the reason for such leave otherwise qualifies the employee to use his/her paid leave (i.e. sick leave may not be used for child rearing leave unless the parent or child is suffering from a "serious health condition").</p> <p>Any leave, whether paid or unpaid, taken for an FMLA qualifying reason, will be counted toward an employee's total FMLA leave, and is limited to 12 weeks.</p> <p>Health insurance benefits continue under the same terms prior to the leave. If employee fails to return to work as scheduled, the employee may be required to repay premiums paid by the District.</p>	<p>Leaves are unpaid except employee may choose, or the District can require the employee, to substitute accrued paid leave for all or part of the FMLA leave provided that the reason for such leave otherwise qualifies the employee to use his/her paid leave (i.e. sick leave may not be used for child rearing leave unless the parent or child is suffering from a "serious health condition").</p> <p>Any leave, whether paid or unpaid, taken for an FMLA qualifying reason, will be counted toward an employee's total FMLA leave, and is limited to 12 weeks.</p> <p>Health insurance benefits continue under the same terms prior to the leave. If employee fails to return to work as scheduled, the employee may be required to repay premiums paid by the District.</p>
<b>EMPLOYMENT STATUS</b>	<p>During leave, employee will not accrue seniority or vacation time.</p> <p>Following leave, employee returns to equivalent position with equivalent pay, benefits and other terms and conditions of employment.</p>	<p>During leave, employee will not accrue seniority or vacation time.</p> <p>Following leave, employee returns to equivalent position with equivalent pay, benefits and other terms and conditions of employment.</p>	<p>During leave, employee will not accrue seniority or vacation time.</p> <p>Following leave, employee returns to equivalent position with equivalent pay, benefits and other terms and conditions of employment.</p>

**DEFINITIONS**

1. **Son or Daughter** – Includes biological, adopted, foster, step child, legal ward, and child of person standing *in loco parentis* who is: (1) under age 18 or (2) 18 years of age or older and incapable of self care because of mental or physical disability.
2. **Spouse** – Husband, wife or civil union partner as defined under State law.

3. **Parent** – Includes biological parent of an employee or any person who stands or stood *in loco parentis* to an employee when the employee was a son or daughter.
4. **Serious Health Condition** – An illness, injury, impairment, or physical or mental condition that involves:
  - a) Inpatient care in a hospital, hospice, or residential medical care facility; or
  - b) Continuing treatment by a health care provider as specified under the law.

**Health Care Provider** – Licensed doctors of medicine or osteopathy; licensed podiatrists, dentists, clinical psychologists and social workers, optometrists and chiropractors; licensed nurse practitioners and nurse-midwives, Christian Science practitioners listed by the first Church of Christ, Scientist; any health care provider from whom the District or group health plan benefits manager will accept certification of the existence of a serious health condition to substantiate a claim for benefits; a health care provider who is licensed and practices in another country.

Appendix C

Longevity Calculator

Yrs E xp	89	90	91	92	93	94	95	96	97	98	99	00	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17
84	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34
85	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33
86	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32
87	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
88	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
89	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29
90		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28
91			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27
92				1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26
93					1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25
94						1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
95							1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23
96								1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
97									1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
98										1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
99											1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
00												1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
01													1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
02														1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
03															1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
04																1	2	3	4	5	6	7	8	9	10	11	12	13	14
05																	1	2	3	4	5	6	7	8	9	10	11	12	13
06																		1	2	3	4	5	6	7	8	9	10	11	12
07																			1	2	3	4	5	6	7	8	9	10	11
08																				1	2	3	4	5	6	7	8	9	10
09																					1	2	3	4	5	6	7	8	9
10																						1	2	3	4	5	6	7	8
11																							1	2	3	4	5	6	7
12																								1	2	3	4	5	6
13																									1	2	3	4	5
14																										1	2	3	4
15																											1	2	3



## Appendix D

### Working Out of Classification Time Sheet

#### Deerfield Public Schools District 109

**12.1.5: Working Out of Classification**

When it is not possible to get a substitute for an absent building secretary, school nurse/health assistant, or LMC Director, the employee who works this substitute position in addition to his/ her own position, shall receive a 50% increase in his/her hourly rate for the hours worked. (See Appendix D)

If an elementary teacher assistant substitutes for a classroom teacher, the assistant will be paid \$30 in addition to their regular daily pay.

If a middle school teacher assistant substitutes for a teacher, the assistant will be paid the teacher internal substitute rate per class instead of the assistant's regular hourly compensation.

**Name:** \_\_\_\_\_  
Please Print

**Building:** KP SP WA WE CMS SMS  
Circle One

**Code**

- 1 Substitute for Building Secretary
- 2 Substitute for School Nurse/Health Assistant
- 3 Substitute for LMC Director
- 4 Teacher Assistant Substituting for Classroom Teacher

Date of Substitution	Time Worked in Hours	Code

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Building Administrator

Assistant Superintendent

PLEASE COMPLETE AND SUBMIT THIS FORM TO THE DISTRICT OFFICE NO LATER THAN THE FIRST WORK DAY OF THE NEW MONTH.

## Appendix E

### DEERFIELD PUBLIC SCHOOL DISTRICT #109

#### Performance Assessment Form

Employee's Name: \_\_\_\_\_ Position Title: \_\_\_\_\_

Employee's Supervisor: \_\_\_\_\_ School: \_\_\_\_\_

Date of Evaluation: \_\_\_\_\_ Date of Last Evaluation: \_\_\_\_\_

#### INSTRUCTIONS

Once every other year the employee and his/her supervisor (who may be Director of personnel and administrative services in the case of a teacher assistant) should meet to discuss the performance expectations for the position and the employee's progress in meeting those expectations. For new employees, this review process shall occur prior to the conclusion of the employee's probationary period, which is eighty (80) workdays from the date of hire, and again within the first year of employment. An additional evaluation may be completed in the new employee's second year as determined by the employee's supervisor. The review process should proceed in the following manner:

1. Prior to the scheduled review meeting, the supervisor should evaluate the individual's performance in Sections I and IV.
2. At the review meeting the employee and supervisor should discuss the evaluation and this discussion should be summarized and documented on this form.
3. Provide written comments, as needed, giving specific instances of behavior to support the evaluation.
4. The performance expectations should be reviewed for the upcoming year and documented, as needed.
5. If deficiencies in present job performance exist, the specific developmental needs and action plans should be specified in Section II and an additional evaluation shall be completed the following year.
6. The employee should make any comments which he/she feels are needed about performance, developmental needs, or other areas related to the performance review in Section III.
7. The over-all level of the employee's performance should be indicated in Section IV.
8. The original form should be signed by the supervisor and employee and returned for review by the Director of Human Resources by June 1<sup>st</sup>. Copies should be sent to the employee and the employee's personnel file.



**SECTION I: GENERAL CRITERIA**

The supervisor should indicate the most representative level of performance in each area based on the employee's job description by checking one (1) box. Provide specific supervisory comments on the next page to support the evaluation.

<p><b>1. Job Knowledge</b> Application of knowledge and experience in performing the job tasks and functions.</p>	<p>Lacks basic skills or knowledge to benefit from on-the-job training.</p> <p style="text-align: right;"><input type="checkbox"/></p>	<p>Has the basic technical skills but needs considerable instruction and guidance applying them.</p> <p style="text-align: right;"><input type="checkbox"/></p>	<p>Has the knowledge and skills to perform most areas of the job but still needs instruction in some areas.</p> <p style="text-align: right;"><input type="checkbox"/></p>	<p>Has sufficient knowledge to perform all expected functions of the job with little or no instruction.</p> <p style="text-align: right;"><input type="checkbox"/></p>
<p><b>2. Job Effectiveness</b> Ability to learn and perform job effectively.</p>	<p>Needs repeated and consistent instruction; has no practical ways of doing the job better.</p> <p style="text-align: right;"><input type="checkbox"/></p>	<p>Requires more than average instruction and explanation, occasionally comes up with a new way of doing the job better.</p> <p style="text-align: right;"><input type="checkbox"/></p>	<p>Usually quick to understand and learn; frequently suggests new ways of doing the job.</p> <p style="text-align: right;"><input type="checkbox"/></p>	<p>Exceptionally keen and alert; requires a minimum of instruction; continually seeks new and better ways of effectively doing job.</p> <p style="text-align: right;"><input type="checkbox"/></p>
<p><b>3. Quality of Work</b> Accuracy, completeness and neatness of work.</p>	<p>Consistently inaccurate, incomplete, or poor quality work.</p> <p style="text-align: right;"><input type="checkbox"/></p>	<p>Occasionally inaccurate or incomplete; work needs checking.</p> <p style="text-align: right;"><input type="checkbox"/></p>	<p>Work meets the standards set by the supervisor.</p> <p style="text-align: right;"><input type="checkbox"/></p>	<p>Consistently excellent quality, often surpassing supervisor's standards.</p> <p style="text-align: right;"><input type="checkbox"/></p>
<p><b>4. Quantity of Work</b> Efficiency, timelines, and consistency of work production; effectiveness in prioritizing work.</p>	<p>Excessively slow or late; fails to prioritize work.</p> <p style="text-align: right;"><input type="checkbox"/></p>	<p>Works slower than expected; needs to be more efficient.</p> <p style="text-align: right;"><input type="checkbox"/></p>	<p>Meets the standard for work productions; set priorities effectively.</p> <p style="text-align: right;"><input type="checkbox"/></p>	<p>Work rapidly; produces more work than expected; unusually well organized.</p> <p style="text-align: right;"><input type="checkbox"/></p>
<p><b>5. Communication</b> Verbal and/or written skills for communication by phone, face-to-face, and in writing.</p>	<p>Lacks basic communication skills to be effective in the position.</p> <p style="text-align: right;"><input type="checkbox"/></p>	<p>Has the basic communication skills but needs some instruction and guidance to be effective.</p> <p style="text-align: right;"><input type="checkbox"/></p>	<p>Has the required skills and is effective in the position.</p> <p style="text-align: right;"><input type="checkbox"/></p>	<p>Is unusually effective in facilitating verbal and/or written interactions.</p> <p style="text-align: right;"><input type="checkbox"/></p>
<p><b>6. Work Relationships</b> Ability to work with others (staff, students, parents, and administration) and adapt to change.</p>	<p>Argumentative and/or consistently refuses requests for assistance; resists even minor changes.</p> <p style="text-align: right;"><input type="checkbox"/></p>	<p>Reluctantly assists others; has some trouble adapting or getting along with staff, students, parents, and administration.</p> <p style="text-align: right;"><input type="checkbox"/></p>	<p>Functions as a team member; gets along with others, is conscious of and works to improve the quality of interpersonal relationships.</p> <p style="text-align: right;"><input type="checkbox"/></p>	<p>Is unusually tactful and cooperative; facilitates positive relations with staff, students, parents, and administration.</p> <p style="text-align: right;"><input type="checkbox"/></p>
<p><b>7. Reliability</b> Ability to follow instructions and complete assignments without frequent follow-up by supervisor.</p>	<p>Unreliable; requires close supervision on routine tasks.</p> <p style="text-align: right;"><input type="checkbox"/></p>	<p>Sometimes fails to follow instructions and needs moderate supervision to complete work.</p> <p style="text-align: right;"><input type="checkbox"/></p>	<p>Can be depended upon to follow instructions; requires very little supervision.</p> <p style="text-align: right;"><input type="checkbox"/></p>	<p>Unusually reliable; follows through promptly on all tasks; merits utmost confidence.</p> <p style="text-align: right;"><input type="checkbox"/></p>
<p><b>8. Judgment</b> Ability to make effective decisions when problems arise.</p>	<p>Fails to make effective decisions to resolve problems.</p> <p style="text-align: right;"><input type="checkbox"/></p>	<p>Is careful in making decisions, but has a limited approach to resolving problems.</p> <p style="text-align: right;"><input type="checkbox"/></p>	<p>Makes effective problem-solving decisions.</p> <p style="text-align: right;"><input type="checkbox"/></p>	<p>Consistently shows unusually good judgment in analyzing and handling problems.</p> <p style="text-align: right;"><input type="checkbox"/></p>

**Check any of the following where a problem exists (as it applies to his/her job) and comment on the next page.**

Appearance                       Punctuality                       Attendance  
 Maintenance/Care of District Property     Safety, Health, or Security Issues

**Supervisor's Comments:**

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**SECTION II: DEVELOPMENTAL ACTION PLANS (If Necessary)**

The employee and supervisor should identify appropriate developmental objectives, if warranted, and the action plans for accomplishing the objectives before the next review period.

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**SECTION III: EMPLOYEE COMMENTS**

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<b>SECTION IV: OVER-ALL EVALUATION</b>
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Check the one level that is most representative of the employee's over-all performance:

- New to the position. Performs as expected given the amount of time in the position.
  - New to the position. Performs below expectation given the amount of time in the position.
  - Below standard in several areas of the position.
  - Meets most performance standards. Development in a few areas is needed.
  - Consistently meets all the performance standards of the position.
  - Consistently performs beyond the standards in the position.
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Date of Performance Review: \_\_\_\_\_

Employee's Signature: \_\_\_\_\_

Supervisor's Signature: \_\_\_\_\_

Director of Human Resources' Signature: \_\_\_\_\_

## DESSA Work Year Definitions

Position	Days Worked	Paid Holidays	Total Paid Days	Hours Worked	Hours Paid	Total Days x Hours	Start Date	End Date
Standard Teacher Assistant - Elem	178.5	10.0	188.5	7.5	6.5	1225.25	Opening day for staff	Last day of student attendance
Standard Teacher Assistant - MS	178.5	11.0	188.5	7.5	7.0	1326.50	Opening day for staff	Last day of student attendance
Intensive Teacher Assistant - Elem	178.5	11.0	188.5	7.5	7.0	1326.50	Opening day for staff	Last day of student attendance
Intensive Teacher Assistant - MS	178.5	11.0	188.5	7.5	7.0	1326.50	Opening day for staff	Last day of student attendance
Tutor (Project Success)	173.5	10.0	183.5	7.0	6.0	1101.00	Opening day for staff	5 days before the last day of student attendance
LMC Assistant	187.0	11.0	198.0	8.0	7.0	1386.00	5 days prior to teacher attendance	Last day of student attendance
Health Assistant	177.5	10.0	187.5	7.5	6.5	1218.75	2 days prior to student attendance	Last day of student attendance
10 Month Secretary *	191.0	11.0	202.0	8.0	7.0	1414.00	5 days prior to teacher attendance	4 days after the last day of student attendance
12 Month Secretary	244.0	16.0	260.0	8.5	7.5	1950.00	N/a	N/a
Administrative Secretary	244.0	16.0	260.0	8.5	7.5	1950.00	N/a	N/a
Maintenance/ Maintenance Specialist	244.0	16.0	260.0	9.0	8.0	2080.00	N/a	N/a
Receptionist	244.0	16.0	260.0	9.0	8.0	2080.00	N/a	N/a

\* 9.2.1 - Elementary 10-month secretaries are required to work an additional five (5) days at the beginning of the school year. At each elementary building the additional days may be worked by one of the assigned secretaries or may be split between the two assigned secretaries. The determination of how the five (5) additional days are to be completed is collaboratively determined between the elementary building principal and the assigned building secretary(ies). The additional time worked is to be recorded on a time sheet(s), approved by the building principal and then forwarded to the Department of Business Services.