

**DURAND C.U.S.D. #322**

**MASTER**

**AGREEMENT**

**BETWEEN**

**DURAND BOARD OF EDUCATION**

**AND**

**THE DURAND EDUCATION ASSOCIATION**

*2010-2011 2011-2012 2012-2013*

**AGREEMENT**

This agreement is made and entered into this 6 day of October A.D., 2011, by and between the Board of Education of Durand Community Unit District #322, Durand, Illinois hereinafter referred to as the "Board" and the Durand Education Association, affiliated with the Illinois Education Association/National Education Association, hereinafter referred to as the "D.E.A." or "Association".

FOR THE ASSOCIATION

FOR THE BOARD OF EDUCATION

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Date

Date

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### Notice of Nondiscrimination Policy

It is the policy of the Durand Community Unit School District that no person shall, on the basis of race, color, national origin, sex, or handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity and in employment.

Any questions concerning Title VI and IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex, or inquiries related to Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of handicap, should be directed to the building principal.

ARTICLE I  
**RECOGNITION**

RECOGNITION

The Board recognizes the Association as the exclusive bargaining representation of all full-time and part-time teachers, including guidance counselors, nurses with Type 73 certification, regularly required to be certified, and extra-curricular personnel regularly required to be certified, except for the superintendent, the principals, temporary employees, teacher aides, confidential employees and any new position created whose responsibility includes making meaningful recommendations regarding employment, evaluation, transfer, assignment and discipline or dismissal of employees of District No. 322 hereinafter referred to as "teachers" with regard to this agreement.

The Board agrees not to bargain with any other certified employee or groups of certified employees for the duration of this agreement.

THE BOARD

The Board and/or its representatives shall negotiate with the Association with regard to matters of employment as identified in the agreement. The Board shall not be required to bargain over matters of inherent managerial policy which shall include all areas of discretion or policy as the functions of the employer's standard of services, its overall budget, the organizational structure and selection of new employees and direction of employees.

(HB 1530, Section 4, Page 5)

## ARTICLE II

### **LENGTH OF CONTRACT**

The duration of this Collective Bargaining Agreement shall be three (3) years commencing on July 1, 2010, and extending through June 30, 2013. Collective Bargaining negotiations for a successor agreement shall commence during the final year of the contract on a date mutually agreed upon by the Board and DEA. Either party to the contract may request to reopen negotiations whenever mutually agreed upon.

## ARTICLE III

### TEACHING SCHEDULE AND HOURS

The following terms shall govern the working hours for full-time teachers:

- A. The teacher's workday shall be 7 hours and 30 minutes in length with a uniform starting time, duty free lunch period, and prep period.
- B. Early release may be granted by the administration and is also granted as indicated on the adopted school calendar.
- C. The schedule above of the teachers' working hours shall not become reason to withhold needed extra help from students, to deny opportunity for timely parent communication, or to impede the orderly conduct of school business. The building principals and the superintendent reserve the right to require teacher attendance at the following school related meetings:
  - 1. Regularly scheduled faculty meeting (monthly basis)
  - 2. Special meetings of the faculty or student- related conferences (24 hours notice shall be given)
  - 3. Emergency meetings requiring immediate staff notification or response (limited to events of an urgent nature and no prior notification is required)
  - 4. Teachers may be requested to return to work, with at least two weeks notice, for up to five days over the summer under the direction of the Principal for the purpose of updating classroom and departmental curriculums and teacher in-service. The compensation rate for assigned summer work will be \$95 per day.
- D. It shall be the practice of the administration to monitor the terms of this section on a teacher-by-teacher basis attempting to not permit the excesses of a single teacher to restrict the privileges enjoyed by the majority. Any disciplinary action taken by the administration toward a teacher in violation of this section shall be reported to the President of the Durand Education Association for informational purposes.

## ARTICLE IV

### WORKING CONDITIONS

1. There will be a Principal's Advisory Committee which will meet the second Monday of each quarter or a mutually agreeable date to discuss curriculum, personnel, or policy related directly to the educational program.
2. By Christmas break the superintendent will contact the Association for input on next year's school calendar.
3. There will be a 35-minute duty free lunch period.
4. The Elementary, JH/HS Open House, Freshmen & Seventh Grade Orientations shall be combined into one evening on the second teacher institute day at the beginning of the school year. Teachers shall have the afternoon of the second institute day as release time for that evening's activities.
5. The Board of Education will determine appropriate class sizes after considering such factors as the nature of subject matter, teacher work load, appropriate or varying teaching techniques, availability of district facilities, and budgetary limitations.

The Board of Education and the Association agree that the teacher-pupil ratio is an important part of an effective educational program. With this philosophy the District will establish class sizes and teacher-pupil ratios that are reasonable for grades 9-12 including Physical Education, Music, Library, and Art classes. It is recognized, however, that the nature of the subject matter, teacher workload, appropriate and/or varying techniques, and availability of District facilities are factors in determining what is reasonable. Prior to registration of students for classes in the upcoming school year high school class size guidelines will be established by the Curriculum Council and approved by the Board of Education. Class size guidelines will be reviewed on an annual basis. If the number of students in a particular class exceeds the high school class size guidelines, the Principal and Guidance Counselor will OK high school class enrollments and recommend necessary adjustments or student reassignments to the Superintendent to satisfy the class size guidelines.

The District will make it a priority to keep classroom teacher-pupil ratio at a maximum of 1-22 in grades K-3, and 1-25 in grades 4-8, including Physical Education, Music (excluding Band & Chorus), Art and any other special classes. Consideration will be given to use of teacher aides, numbers of Special Education students in the class, and behavioral interaction of students.

At the end of the school year meeting between grade levels (i.e., K-1, 1-2) a recommendation on the appropriate number of aides for the following school year will be made in writing by the grade level teams to the principal. A teacher's request for an additional aide(s) during the school year must be made in writing to the principal to be presented to the school board.

In classrooms where Aides are provided to the pupil(s), the Aides will accompany the pupils to

Special classes.

No teacher will teach two courses at the same time without mutual consent of the teacher and administrator.

6. Parent-teacher conferences will be scheduled at least once a year in a manner to provide evening sessions during each conference day. Students will not be in attendance on these conference days. All teachers will be in attendance and available on conference days from 12:00 p.m. until 8:00 p.m. For students needing improvement, the teacher will arrange a follow-up conference/phone call with the parents at the time of the conference.
7. Evaluations of certified personnel shall be in accordance with Section 24A of The School Code and the District's State-approved teacher evaluation plan. Tenured certified personnel evaluations will at a minimum be conducted every other year, or annually when warranted, or as required by The School Code. No monitoring devices, either video or audio, shall be used to evaluate teachers unless mutually agreed upon by both parties. Any changes in the classroom observation and evaluation procedures for teachers shall be reviewed and mutually agreed upon between the administration and the Association.
8. Teacher Protection
  - a. Any complaints directed toward a teacher shall be called to the teacher's attention within five (5) working days of the complaint, if, in the administration's judgment, such notice will be beneficial or the situation cannot be resolved without such notification. If any teacher so requests, s/he must be advised of any specific complaint. This excludes cases of alleged neglect or abuse. Nothing will be used as a basis for discipline against a teacher that has not been made a part of the teacher's file with the teacher's knowledge. All letters of commendation shall be shared with the teacher.
  - b. In the event that the General Assembly repeals the Illinois Educational Labor Relations Act (IELRA), the Board will continue to recognize the DEA as the exclusive bargaining agent for the District's teachers notwithstanding repeal of the IELRA.
  - c. Seniority

Seniority will be defined as follows:

1. Length of continuous service as a teacher in the District, provided, however, that less than full-time teaching service will be computed on a pro rata basis. Unpaid leaves of absence approved by the Board will not constitute a break in teaching service provided, however, that unpaid leaves of absence of more than ninety (90) consecutive working days will not be counted in determining seniority.

2. If total continuous service as a teacher with the District is equal between two or more teachers, then the order of dismissal and/or recall will be determined by total service as a teacher with the District, whether or not continuous. (Such service will be computed as described in (1) above.
3. If total service as a teacher with the District is equal between two or more teachers, then the order of dismissal and/or recall will be determined by educational lane placement on the salary schedule and the teacher with the more advanced lane placement (i.e. furthest horizontal lane advancement) will be considered the most senior.
4. If two or more teachers remain equal in seniority after application of the above-listed factors, the teacher with the greatest seniority will be decided by drawing lots.

#### Seniority List

By February 1st annually, the Superintendent will publish a seniority list based upon the factors set forth above and the procedures set forth in Section 5/24-12 of the School Code. The Seniority list will be distributed to the Association and posted in the teachers' workroom. Each teacher shall have fifteen (15) calendar days thereafter to file written objections to his/her seniority ranking or qualifications. A teacher's failure to make a timely objection shall be deemed an acceptance of the ranking and a waiver of his/her right to challenge his/her placement or qualifications. The teacher cannot thereafter object to his/her seniority ranking or qualifications until the following school year.

9.

- a. If a decision is made by the Board of Education, in accordance with Section 5/24-12 of The School Code, to dismiss a tenured teacher, pursuant to a reduction-in-force, the teacher shall be notified of the decision, no later than sixty (60) days before the end of the school term. If a decision is made by the Board of Education, in accordance with Section 5/24-11 of The School Code of Illinois, to dismiss a non-tenured teacher, the teacher shall be notified of the decision, no later than forty-five (45) days before the end of the school term. In the event that the Board fails to provide such timely notice to a non-tenured teacher, the teacher's employment will be extended for one (1) additional year as provided in Section 5/24-11.
- b. A teacher may terminate his/her employment in the District by giving written notice to the District no later than thirty (30) days prior to the first day of school. A teacher notifying the District of his/her desire to resign less than thirty (30) days prior to the first day of school may be released at the discretion of the Board. If the resignation is accepted, the teacher will pay to the Board the actual cost, not to exceed \$225, of finding a suitable replacement.

c. The Administration shall notify teachers (including those teachers returning from leave), in writing, of their tentative class assignments for the coming year by June 30th. The Administration shall also notify teachers prior to the Christmas Break on any schedule changes for the next (2nd) semester. All teachers (elementary, junior high, high school) will receive their class schedule and tentative class list one week prior to the first teacher institute day. The Administration can, upon personal explanation to the teacher, modify or change the teaching assignment given.

10. Each high school teacher will be required to teach three classes per day, plus one homeroom supervision or junior high activity, with one duty-free preparation period per day. Preparation time will not be used for meetings unless mutually agreed upon. Teachers may be asked to teach an extra class at one-fourth of a day's pay (calculated from the BA, year zero salary) instead of supervision for either a quarter, a semester or a year depending on the length and frequency of the class taught.

A joint study committee will be created during the 2010-2011 school year to assess the current block scheduling in high school. The committee will be made up of certified staff predominately from high school, administrators, support staff and two school board members. The committee will be expanded to include input from community members approved by the Administration, Association and School Board. A final report with recommendations will be presented to the Board of Education and Association prior to the end of the 2010-2011 school year. No recommendations will be implemented without prior approval of the Association and School Board that affects the current class scheduling in high school.

Each junior high teacher will be required to teach, of an eight (8) period day, a maximum of six (6) core classes per day, plus one supervision, with one duty free preparation period (core class) per day. Preparation time will not be used for meetings unless mutually agreed upon. Teachers may be asked to teach an extra class instead of a supervision for either a quarter, semester, or a year. Junior high teachers would be reimbursed a one-eighth of a day's pay (calculated from the BA, year zero salary) depending on the length the class taught. Dolan teacher schedules may vary from year to year depending upon individual student needs.

The District will continue to provide elementary teachers time scheduled free of assigned classes by providing special instruction teachers of Music, Physical Education, Art, Library and Computer Specific Courses. Teachers of grades 1-3 shall have a daily twenty (20) minute duty free P.M. preparation time with an aide providing recess supervision.

11. No Strike Clause--During the term of this agreement and any mutually agreed upon extension thereof, no employee covered by this agreement or the association shall engage in, authorize or instigate a strike or slow down in the school district.

12. Telephone - Each District employee shall be responsible for reimbursing the District for all personal long distance phone expenses.

13. All other policies heretofore established by the Board of Education not covered by this agreement are in effect.

ARTICLE V

**Fringe Benefits**

1. Teachers shall contribute the following monthly dollar amounts towards the teachers' health insurance premium costs for the available coverage options under the District's group health insurance benefits plan for the 2011-2012 contract year:

<b><u>Type of Coverage</u></b>	<b><u>Teacher Contribution</u></b>
Single	\$55.00
Family	\$500.00
Single/Spouse	\$420.00
Single/Child	\$300.00

For the 2012-2013 contract year, the Board shall contribute the following percentage of the premium cost for the teacher's selected group health insurance benefits plan option:

<b><u>Type of Coverage</u></b>	<b><u>Board Contribution</u></b>
<b><u>Single</u></b>	<b><u>91%</u></b>
<b><u>Family</u></b>	<b><u>67%</u></b>
<b><u>Single/Spouse</u></b>	<b><u>70%</u></b>
<b><u>Single/Child</u></b>	<b><u>74%</u></b>

An insurance committee will be established to review various options to maintain high quality and cost effective health insurance benefits for the District's employees. The insurance committee will consist of two (2) DEA appointed teachers, one (1) non-certified staff member, two (2) administrators and one (1) Board member. It will be the responsibility of the insurance committee to review the District's current health insurance program, investigate alternative health insurance options, assist in providing insurance information to the employees, investigate cost containment options, report findings, and to annually recommend an appropriate, cost effective group health insurance plan to the DEA and the Board of Education for approval. The insurance committee shall recommend group health insurance plan options, which provide substantially similar health insurance, plan benefits to those provided to the District's teaching personnel during the 2010-2011 contract year. The Board shall provide surgical and major medical insurance coverage and a prescription drug card for all teachers.

2. The Board will provide an optional dental and vision insurance benefit plan for the District's teaching personnel. The Board shall contribute fifty percent (50%) of the teacher's single dental/vision insurance premium cost, and the remaining fifty percent (50%) of the single dental/vision insurance premium cost shall be contributed by the teacher.

3. Sick days shall be granted to the teachers based on the following tiered sick leave day system:
  - a. 0-10 years in the District: 10 sick days per year
  - b. 11-15 years in the District: 11 sick days per year
  - c. 16-20 years in the District: 15 sick days per year
  - d. 21-25 years in the District: 16 sick days per year
  - e. 26+ years in the District: 18 sick days per year

Unused sick leave shall be allowed to accumulate.

4. Leaves

Professional

The Board of Education will make available, at the discretion of the administration, professional leave to each teacher. The District will pay the wages of the teacher and his/her substitute.

Professional leave days are days in which business of the school District or business related to a municipal or civic responsibility of the teacher must be accomplished.

Personal Leave

Professional staff members are granted two (2) paid personal leave days per year. A personal leave day is defined as a day to allow professional Personnel time to conduct personal business, (but not vacation, travel, or work stoppage), which is impossible to schedule at a time other than during a school day. Any unused personal leave days in a school year will be credited to the cumulative sick leave.

Except in cases of emergency or situations in which advance notice is not possible, personal leave days must be requested in writing from the building principal at least three (3) business days in advance in order to avoid reporting the reason for the leave day. Personal leave days requested less than three (3) days in advance must be accompanied by the reason for the request. In instances where the three (3) days' notice is not provided, the Superintendent may use discretion in allowing the personal day and waiving the three (3) day notice when it is impossible to have known of the need that far in advance.

- a. No personal leave days may be used immediately before or immediately after a holiday unless the Superintendent grants prior approval.
- b. Personal leave may not be used in increments of less than one-half day.
- c. A maximum of two (2) teachers per building defined as, Dolan, Elementary (Pre-K-6), Junior High (7-8), High School (9-12) shall be personal leave for the same

school day unless the Superintendent grants approval.

- d. Personal leave days may not be used during the first and/or last five (5) days of the school year, unless the Superintendent grants prior approval.
- e. Personal leave days may not be used on in-service and/or institute training days, unless the Superintendent grants prior approval.

The Board allows the addition to the sick leave bank of ten unused sick days per individual teacher leaving the district or retiring. The Board must also approve any Sick Leave Bank Policy change. Rules governing the Sick Leave Bank can be found in the Staff Handbook.

#### Bereavement Leave

Sick leave may be used for death of a close friend or relative other than an immediate family member as defined by Section 5/24-6 of The School Code. Notice of bereavement leaves should be submitted to the building principal for approval, with appeal to the Superintendent and thereafter to the Board of Education. The teacher's salary shall not be withheld for any denied bereavement day until all appeal levels are exhausted. Bereavement days shall be deducted from the teacher's sick leave allotment. Additional bereavement not covered by the school code definition may be granted by discretion of the building principal. Appeal can be made to the superintendent and then the school board.

- 5. A policy governing teacher attendance at workshops, conferences and conventions shall be as follows:
  - A. Mileage - 600 miles round trip at the current IRS rate. Changes in this rate shall not be retroactive.
  - B. Payment by Board of Education of registration fees.
  - C. Teacher reimbursement for meals by the Board of Education shall be based on receipts, payable to a limit of \$40.00 per day; Lodging to be reimbursed, as per receipt to a limit of \$80.00 per person per day. All reimbursements are to reflect the actual costs of the employee's meal and lodging expenses, as per receipt.
  - D. The I.E.A. convention is not reimbursable.
- 6. The Board shall grant a total of five (5) cumulative Association days per year for Officers and Members of the Durand Education Association to attend conferences, conventions and workshops. The Board shall pay for the first two (2) Association days and the Durand Education Association shall pay for the remainder. Fees, travel expenses, meals and lodging are not reimbursable by the Board.

## ARTICLE VI

### FAIR SHARE AGREEMENT

1. Each bargaining unit employee who is not currently an Association member has the right to elect not to be subject to fair share fees provided they notify the Superintendent during the 2010-2011 school year of their election to be exempt from fair share fees. Any bargaining unit employee who elects to be exempt from fair share fees shall maintain this exemption for any subsequent school years provided they are continuously employed or on an approved leave of absence with the District. Effective beginning the 2011-2012 school year, any bargaining unit employee who is not exempt from fair share fees as provided in this paragraph will be subject to fair share fees as set forth below.

Each bargaining unit employee who is not exempt from fair share fees as provided above, as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Association or pay a fair share fee to the Association equal to the Association's dues which are attributable to the costs of negotiating and administering this Agreement. The Association must certify the amount of the fair share fee and post notice of the fair share fee certification in accordance with Rules and Regulations of the Illinois Educational Labor Relations Board.

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 Employer shall deduct the fair share fee from the wages of the non-member.
3. Such fee shall be paid to the Association by the Employer no later than ten (10) days following deduction.
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. 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. It is expressly understood that this hold 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 Employer or the

Employer's negligence in compliance with the obligations imposed upon it by this Article.

6. The obligation to pay a fair share fee will not apply to any Employee who, on the basis of a bonafide religious tenet or teaching of a church or religious body of which such Employee is a member or a belief sincerely held with the strength of traditional religious views, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collection of the entire fee, the Association will make payment on behalf of the Employee to a mutually agreeable non-religious charitable organization as per Association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.

## ARTICLE VII

### GRIEVANCE PROCEDURE

1. DEFINITION - A grievance shall be:

1.1 Any claim by the Association or any teacher that there has been a violation, misrepresentation, or misapplication of the terms of this agreement, title IX of the Education Amendment of 1972, or Section 504 of the Rehabilitation Act of 1973.

1.2 All time limits shall consist of school days except during the period of Summer Break. During the period of Summer Break, all time limits shall consist of weekdays on which the District office is open for normal business. The recommended number of days shall be considered a maximum and every effort should be made to expedite the process.

2. PROCEDURE - A general statement to try to resolve problem by discussion between teacher (or Association) and the immediate supervisor. If the informal process fails, a grievance may be processed as follows:

2.1 STEP I - The teacher or the Association shall present the grievance in writing, setting forth the nature of the grievance, contract clause violated and the remedy requested, to the immediately involved supervisor. If the grievance is not submitted within ten (10) days of the event giving rise to the grievance the grievance shall be void. The immediate supervisor will arrange for a meeting to take place within ten (10) days after the receipt of the grievance. The Association's representative, the grievant and the immediately involved supervisor shall be present for the meeting. Within five (5) days of the meeting the grievant and the Association shall be provided with the supervisor's written response, including the reasons for the decision.

2.2 STEP II - If the grievance is not resolved at Step I, then the Association may refer the grievance to the superintendent or his/her official designee within five (5) days after receipt of the Step I answer. The superintendent shall arrange with the Association representative for a meeting to take place within ten (10) days of the superintendent's receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary. Within ten (10) days of the meeting, the Association shall be provided with the superintendent's written response, including the reasons for the decision.

2.3 STEP III - If the Association is not satisfied with the disposition of the grievance at Step II, the Association may submit the grievance to final and binding arbitration through the American Arbitration Association, which shall act as the administrator of the proceedings. If a demand for arbitration is not filed within ten (10) days of the date for the Step II answer, then the grievance shall be deemed waived.

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

2.3.2 The arbitrator shall have no power to alter the terms of this agreement.

### 3. GRIEVANCE

3.1 Bypass to Superintendent - If the Association and the superintendent agree, Step I of the grievance procedure may be by-passed and the grievance brought directly to Step II.

3.2 Association Participation - Teacher Not Represented - When a teacher is not represented by the Association, the Association shall reserve the right to have its representative present to state its views at step II or step III of the grievance procedure.

3.3 Released Time - Should the processing of any grievance require that a teacher or an Association representative be released from their regular assignment, the employee or Association representative shall be released without loss of pay or benefits. The Association shall pay for no more than two (2) substitute days. Further days shall be paid by the individual, unless waived by the Association.

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

3.5 Grievance Withdrawal - A grievance may be withdrawn at any level.

3.6 No written Response - If no written decision has been rendered within the time limits indicated by a Step, then grievance may be processed to the next step.

3.7 Fees and Expenses - The fees and expenses of the arbitrator shall be shared equally by the parties.

## ARTICLE VIII

### SALARY CONDITIONS AND SCHEDULES

2011-2013

1. The salary schedule shall be as shown on Page 20 for the 2011-2012 and 2012-2013 school years, and shall reflect the same salary cell amounts as the 2010-2011 school year.
2. Teachers who are eligible and qualify for vertical step movement will be granted step advancement for the 2011-2012 and 2012-2013 contract years. Teachers who complete graduate coursework which entitles them to receive salary schedule credit, and submit sufficient documentation to verify their completion of such course work to the Superintendent by August 15, 2011 will be granted horizontal salary lane advancement at the beginning of the 2011-2012 school year. Teachers' horizontal lane advancement for the 2011-2012 school year will be limited to one (1) lane beyond their current lane placement. Teachers will not be granted horizontal lane advancement for the 2012-2013 school year based upon completed coursework submitted for salary schedule credit or salary lane movement. Teachers who have reached the highest step in their salary schedule lane and are not eligible for vertical step advancement will receive a longevity bonus equal to 2.75% of the highest step salary in their lane at the beginning of the 2011-2012 and 2012-2013 school years.
3. TRS Retirement/Creditable Earnings

Salary: TRS Creditable Earnings (6%) Rule and the Early Retirement Incentive

A teacher who provides written notice of his/her intent to retire have annual increases in his/her TRS creditable earnings (including, but not limited to, vertical and horizontal salary schedule movement, stipends, salary increases and retirement incentives) limited to 6% for any years remaining before retirement that would be used to calculate the teacher's final average earnings salary ("FAS") for TRS retirement purposes. The sole purpose for the inclusion of this provision is to avoid the penalty to the district imposed by TRS on annual increases in creditable earnings in excess of 6% in the years used to calculate the teacher's FAS. Notwithstanding any contrary or other provision of this contract, including, but not limited to, vertical and horizontal salary schedule movement, stipends, salary increases and retirement incentives, in the event a teacher's TRS creditable earnings for any school year used to determine the teacher's FAS for TRS retirement purposes annually would increase by more than 6%, the teacher shall only receive the maximum 6% creditable earnings allowed under this provision.

In the event legislation is enacted to remove the 6% limit on increases in creditable earnings for the years used to calculate a teacher's FAS, this provision shall be immediately and automatically be deleted. If legislation is enacted to exempt any particular type or types of increases in earnings from the 6% limitation, the type or types of earnings thereby exempted shall be immediately and automatically exempted from the 6% limit imposed by this provision.

Effective beginning the 2011-2012 school year, teachers with at least twenty-five (25) years of District service who submit an irrevocable notice of intent to retire and are eligible for TRS retirement without any ERO or TRS penalty payment shall be eligible for a maximum of four (4) years of six percent (6%) annual creditable earnings increases as set forth in this paragraph 3 of Article VIII. Qualified teachers who are approved for District retirement benefits under this provision must continue to perform any extracurricular activity stipend assignments the teacher performed in the school year the teacher submits their irrevocable letter of retirement as a condition of their continued receipt of annual 6% creditable earnings increases, provided, however, that the District does not eliminate or discontinue the extracurricular activity position.

4. Effective beginning the 2010-2011 school year, the School District shall contribute on behalf of each teacher a sum equal to two percent (2.0%) of the teacher's required 9.4% TRS contribution for TRS retirement and Teachers' Retirement Health Insurance ("THIS"). Each teacher shall be responsible for the remaining balance of the teacher's statutorily required contribution amounts to TRS for TRS retirement and Teacher Retirees' Health Insurance ("THIS"). The contribution amount described as a TRS required payment, shall be excluded from the gross income of that teacher for income tax purposes and in compliance with IRS rules and regulations.
5. Credit for experience acquired outside the school district shall be awarded at full value for the first five years and 1/2 value for each year beyond five years experience.
6. Credit for training is cumulative, and salaries will be adjusted at the beginning of each semester of the school year. A tentative list of credits must be filed by the teacher with the Superintendent of Schools the first week of August and the first week of January and an official transcript must be kept complete and up-to-date semiannually by the teacher.
7. Additional hours that do not apply toward a degree will have to be approved by the Superintendent of Schools in order to apply to the salary schedule. It is understood between the Board and the Association that continued professional development of the certified staff is a key component of quality education. During the weekday or weekend, certified staff may be permitted to attend conferences, workshops, and seminars that are within their field in addition to School Improvement Plan conferences, workshops and seminars, without loss of a personal day; regardless if the conferences, workshops, and seminars is for salary credit or not. If the conferences, workshops and seminars have additional hours, then prior approval from the Superintendent of Schools must be obtained for those hours to apply to the salary schedule.
8. Certified employees will be paid every two weeks. Employees electing to be paid on the nine-month basis will receive their first of twenty paychecks on the second payday of the new school term, and shall receive their last (20th) check on the last day of the school year. Certified employees who terminate their employment with this school district shall receive a final check on the last day of the school year. This check shall include all pay due that employee.

9. No tenured teacher shall be suspended without pay or discharged without just cause. At the time such action is taken, written notice of the specific reason(s) forming the basis for suspension with pay or discharge will be delivered to the employee and, if requested by the employee, to the Association. No non-tenured teacher shall be discharged during the school year without cause. Non-tenured teachers shall be subject to non-reemployment for any reason.
10. The salary of the work-related program coordinator shall be determined by multiplying the salary he/she would be entitled to for a nine-month term by  $1 \frac{1}{18}$ .
11. The Salary of all teachers required to work an extended contract shall be prorated on a daily basis.
12. The Board of Education approves a payroll deduction for the following:
  - A. Annuities
  - B. Government Bonds
  - C. Professional
  - D. Insurance
  - E. Other approved legal items.
13. A teacher will be reimbursed at the rate of  $\frac{1}{8}$ th of a day's pay, (calculated from the BA, year zero salary), for each period covered to release an elementary or junior high teacher, and  $\frac{1}{4}$ th of a day's pay for a high school teacher who must attend a school related function. Payable at the end of each pay period.
14. Any teacher who obtains National Board certification will receive a maximum annual stipend of \$2000 per year. If there are more than five (5) teachers who obtain National Board certification, each teacher will receive an equal monetary stipend from the total available National Board certification stipend pool amount of \$10,000.
15. The terms of this salary agreement cannot be reopened during the period of this contract (2010 - 2013) unless mutually agreed upon by both parties. As provided in Article VIII, paragraph 2, this salary agreement will be re-opened at the end of the 2010-2011 school year, in accordance with the agreement between the Association and District.

## DURAND SCHOOL DISTRICT

### 2011-2012 AND 2012-2013 SCHOOL YEAR SALARY SCHEDULES<sup>1</sup>

STEP	B.A.	B.A.+9	B.A.+18	B.A.+27	M.A.	M.A.+9	M.A.+18	M.A.+27	EDS/PHD
0	\$ 32,666	\$ 33,973	\$ 35,280	\$ 36,587	\$ 37,894	\$ 39,410	\$40,926	\$ 42,442	\$ 43,958
1	\$ 33,907	\$ 35,214	\$ 36,521	\$ 37,828	\$ 39,334	\$ 40,850	\$ 42,366	\$ 43,882	\$ 45,628
2	\$ 35,148	\$ 36,455	\$ 37,762	\$ 39,069	\$ 40,774	\$ 42,290	\$ 43,806	\$ 45,322	\$ 47,298
3	\$ 36,389	\$ 37,696	\$ 39,003	\$ 40,310	\$ 42,214	\$ 43,730	\$ 45,246	\$ 46,762	\$ 48,968
4	\$ 37,630	\$ 38,937	\$ 40,244	\$ 41,551	\$ 43,654	\$ 45,170	\$ 46,686	\$ 48,202	\$ 50,638
5	\$ 38,871	\$ 40,178	\$ 41,485	\$ 42,792	\$ 45,094	\$ 46,610	\$ 48,126	\$ 49,642	\$ 52,308
6	\$ 40,112	\$ 41,419	\$ 42,726	\$ 44,033	\$ 46,534	\$ 48,050	\$ 49,566	\$ 51,082	\$ 53,978
7	\$ 41,353	\$ 42,660	\$ 43,967	\$ 45,274	\$ 47,974	\$ 49,490	\$ 51,006	\$ 52,522	\$ 55,648
8	\$ 42,594	\$ 43,901	\$ 45,208	\$ 46,515	\$ 49,414	\$ 50,930	\$ 52,446	\$ 53,962	\$ 57,318
9	\$ 43,835	\$ 45,142	\$ 46,449	\$ 47,756	\$ 50,854	\$ 52,370	\$ 53,886	\$ 55,402	\$ 58,988
10					\$ 52,294	\$ 53,810	\$ 55,326	\$ 56,842	\$ 60,658
11					\$ 53,734	\$ 55,250	\$ 56,766	\$ 58,282	\$ 62,328
12					\$ 55,174	\$ 56,690	\$ 58,206	\$ 59,722	\$ 63,998
LONGEVITY	\$	\$	\$	\$	\$	\$	\$	\$	\$
	1,205	1,241	1,277	1,313	1,517	1,559	1,601	1,642	1,760

<sup>1</sup> Teacher salaries on the above salary schedule do not include the additional two percent (2.0%) Board contribution towards the teacher's required TRS contribution for TRS retirement and Teachers' Health Insurance ("THIS") as provided in Article VII.4.

ARTICLE IX

**SUPPLEMENTAL CONTRACT CLASSIFICATIONS AND SALARY SCHEDULES  
EXTRA-CURRICULAR**

ACADEMIC

In order to promote and reward staff participation in academic extra-curricular activities, all vacancies shall be posted when a job becomes available. The board shall seek the best qualified candidate for each position. The Administration/Board may choose to hire additional extra-curricular advisors, as Administration/Board deems necessary for the betterment of the program.

Placement on the academic extra-curricular schedule shall be determined by the type of position and its current location on the schedule. Positions may not be added/deleted or moved unless mutually agreed upon by the board and the association. Any changes to the academic schedule shall take place prior to the end of the first quarter of the school year.

Payment for Academic advisors shall be in accordance with the academic extra-curricular schedule. Increases in the academic salary schedule will be the percent increase on the base salary, year zero. Academic advisors will receive the first half of their advisor salary with the first paycheck of the school year and the second half of their advisory salary with the last paycheck of the school year. If two advisors are needed for each activity, then each advisor will receive full payment; job-share is exempt.

The board of education will remove all individual stipends on the academic extra-curricular schedule associated with the secondary band and chorus positions and place the following criteria in the job description of each position.

Band Director

Band, elem.  
Band, high school concert  
Band, high school marching  
Band, high school pep  
Band, jazz  
Band, middle school

Choral Director

Choir, HS choir  
Choir, HS Show/Singsation  
Chorus, 6th grade choir  
Chorus, JH basso choir  
Chorus, JH treble choir  
Junior high extra mixed  
Ensemble: junior Singsation

The directors will receive one annual stipend for their time and involvement outside the school day. The stipend will be equal to 20% of the BA Base, step 0. All listed duties are now the responsibility of the band and chorus positions.

Retention of the position from year to year remains within the discretion of the Board after considering the written evaluations conducted by the assigned administrator. Preference would be given to those who previously served as advisor for that activity. If two or more candidates are interested in one position, the candidates are reviewed by the supervising

administrator with preference given to the candidate evidencing the higher level of competence in the activity at issue.

Mentors involved in Durand Mentoring Program will receive an annual \$800 stipend. The chair of the Mentoring committee will receive an additional \$500 stipend.

**DURAND SCHOOL DISTRICT  
ACADEMIC EXTRA-CURRICULAR SCHEDULE**

YEAR	A	B	C	D	E	F
0-1	7.16%	5.59%	4.03%	2.46%	0.89%	0.45%
2-3	7.38%	5.82%	4.25%	2.68%	1.12%	0.67%
4-5	7.61%	6.04%	4.47%	2.91%	1.34%	0.89%
6-7	7.83%	6.26%	4.70%	3.13%	1.57%	1.12%
8+	8.05%	6.49%	4.92%	3.36%	1.79%	1.34%

<b>2011-2012 AND 2012-2013 SCHOOL YEARS BASE SALARY \$32,666</b>						
Year	A	B	C	D	E	F
0-1	\$2,339	\$1,826	\$1,316	\$804	\$291	\$147
2-3	\$2,411	\$1,901	\$1,388	\$875	\$366	\$219
4-5	\$2,486	\$1,973	\$1,460	\$950	\$438	\$291
6-7	\$2,557	\$2,045	\$1,535	\$1,022	\$513	\$366
8+	\$2,629	\$2,120	\$1,607	\$1,097	\$585	\$438

A	B	C	D	E	F
HS Drama	HS Accompanist	Accelerated Reader	Academic Team	Show Choir Accomp.	FFA
	HS Yearbook	Art Club	Environmental Club	WYSE	
	JH Drama	Asst. Tech Director	FCCLA	Young Authors	
	JH/HS Asst. Drama	Chess Club	Fr. Class Advisor		
	Peer Mediation	Elem. Accompanist	History Club		
	Spanish Club	Elementary Music	NHS		
		HS Newspaper			
		HS Student Council			
		JH Student Council			
		JH Accompanist			
		Jr. Class Advisor			
		Soph. Class Advisor			
		Sr. Class Advisor			
		Yearbook Dolan			
		JH Science Olympiad Advisor			
		HS Science Olympiad Advisor			

## ATHLETIC

In order to promote and reward staff participation in athletic extra-curricular, all vacancies shall be posted when a job position becomes available. The board shall seek the best qualified candidate available for each position.

Placement on the athletic extra-curricular schedule will be determined by the type of position and its current location on the schedule and mutually agreed upon by the board and the association. Salary for athletic extra-curricular shall be in accordance with the athletic extra-curricular schedule. Increases in the schedule will be the percent increase on the base salary, zero year.

Athletic extra-curricular will be paid the first half of their coaching salary with the paycheck following the first practice and the second half of their coaching salary upon submission of the total inventory following the season.

At the second regularly scheduled school Board meeting, after the conclusion of the season, the Athletic Director will submit a list of varsity coaches to be rehired for the following school year. Upon that approval, the varsity coach will submit a list of his/her coaching staff (HS through JH) that they would like re-approved at the next regularly scheduled school board meeting. Retention of the position from year to year remains within the discretion of the board after considering the written evaluations (TAB 1) conducted by the assigned administrator. This evaluation shall be used by the board to evaluate the athletic extra-curricular person's performance based on objective and substantive criteria.

**DURAND SCHOOL DISTRICT  
ATHLETIC EXTRA-CURRICULAR SCHEDULE**

<b>YEAR</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
0-1	11.00%	9.01%	7.32%	5.28%	3.30%	2.50%
2-3	12.03%	9.84%	7.97%	5.72%	3.54%	2.65%
4-5	13.20%	10.77%	8.71%	6.22%	3.81%	2.83%
6-7	14.38%	11.72%	9.46%	6.73%	4.08%	3.01%
8+	15.70%	12.78%	10.29%	7.29%	4.38%	3.21%

<b>-2011-2012 AND 2012-2013 SCHOOL YEARS BASE SALARY \$32,666</b>						
<b>Year</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
0-1	\$3,593	\$2,943	\$2,391	\$1,725	\$1,078	\$817
2-3	\$3,930	\$3,214	\$2,604	\$1,869	\$1,156	\$865
4-5	\$4,312	\$3,518	\$2,845	\$2,031	\$1,244	\$925
6-7	\$4,698	\$3,828	\$3,091	\$2,199	\$1,333	\$983
8+	\$5,128	\$4,175	\$3,361	\$2,382	\$1,430	\$1,049

<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
Head Basketball	Head Baseball	Asst. Football	Fresh Basketball	Asst. Track	Conditioning Coach
Head Football	Head Softball	FS Baseball	Fresh Football		JH Spirit Squad
Head Volleyball	Head Track	FS Basketball	Fresh Volleyball		
Head Wrestling	Cross Country	FS Football	HS BB Spirit Squad*		
		FS Softball	HS FB Spirit Squad**		
		FS Volleyball	JH Basketball		
			JH Football		
			JH Volleyball		

\* Spirit Squad try-outs included.

\*\* Summer activities and camp(s) included.

Other Extra-curricular Salaries

1. Athletic Director

The Athletic Director will receive 2% above Schedule A on the Extra-curricular salary schedule depending on the years of experience. S/he will also receive one (1) release period (HS) per day for the purpose of conducting business related to athletic functions. S/he will also work three additional weeks during the summer with a per diem salary on the base pay.

2. Detention Supervisor

The supervisor for Saturday detentions will receive \$54.35 (\$50.00 plus TRS) for each session (8:30 am - 11:30 am). The supervisor for detention scheduled during non-contractual time (Monday - Thursday after 3:40 PM, and Friday after 3:30 PM) will be paid pro-rated on the BA Base, Step 0. A staff volunteer list will be used.

3. Event Supervisors for Extra-curricular School Events:

Event Supervisors will be paid \$40.00 per event if an administrator is not present at the event. Teachers will receive \$25.00 per hour for summer school, reading rascals, tutoring, SIP, Curriculum Council.

4. Chaperones

School employees who serve as bus chaperones for school activities which occur outside of the regular school hours and outside any extra-curricular position will be paid \$15.00 plus TRS for trips under 40 miles one way and \$20.00 plus TRS for trips over 40 miles each way.

5. Driver Education

For extra student driving time above and beyond the normal teaching schedule, the driver education teacher will be paid by the teaching period, prorated on his/her regular salary.

6. The pay for Tournament Managers will be as follows:

Jr. High Tournaments:       \$ 75.00

High School Tournaments:   \$100.00

This agreement is exclusive of those tournaments organized by the IHSA.

GUIDELINES FOR THE HIRING OF ASSISTANT COACHES, FRESHMAN COACHES,  
AND JUNIOR HIGH SCHOOL SPORTS

The following guidelines will be used in the hiring of assistant coaches, freshmen coaches, and junior high sports. However, these are only guidelines. The Administration/Board may choose to hire additional coaches, as they deem necessary for the betterment of the program. Any additional coaches will be placed in the appropriate lane/year on the Athletic Extra-Curricular Salary Schedule.

ASSISTANT COACHES WILL BE HIRED IN THE  
FOLLOWING SPORTS UNDER THE FOLLOWING CONDITIONS

WRESTLING - There must be more than 18 wrestlers in the program.

H.S. TRACK - There must be more than 25 members on the team.

H.S. BASEBALL & SOFTBALL - There must be more than 25 members on a team.

H.S. VOLLEYBALL & BASKETBALL - There must be more than 18 members on a team.

FRESHMAN COACHES WILL BE HIRED IN THE FOLLOWING  
SPORTS UNDER THE FOLLOWING CONDITIONS

FOOTBALL - There must be 25 or more members on the Fresh-Soph team with at least 13 of those being Freshmen.

VOLLEYBALL & BASKETBALL - There must be 20 or more members on the Fresh-Soph team with at least 10 of those being Freshmen.

BASEBALL & SOFTBALL - There must be 21 or more members on the Fresh-Soph team with at least 11 of those being Freshmen.

JUNIOR HIGH SPORTS

There must be more than 20 players on one team before we split the team, hire another coach and add games to the schedule. The team will be split by the Coaches and Athletic Director.

EXTRA-CURRICULAR EVALUATION REPORT

NAME: \_\_\_\_\_ SCHOOL YEAR \_\_\_\_\_ DATE \_\_\_\_\_

POSITION: \_\_\_\_\_

SCHOOL: \_\_\_\_\_

RATING SCALE:    UNSATISFACTORY                      SATISFACTORY                      EXCELLENT

1.	Planning, Methods, and Competencies	U	S	E
2.	Practice/Meeting Management	U	S	E
3.	Contribution to Total Extra-Curricular Program	U	S	E
4.	Personal Qualities/Professional Attributes/Attendance	U	S	E

ADMINISTRATOR'S COMMENTS:

COACH/ADVISOR COMMENTS:

RECOMMENDATIONS:

Rehire

Place on Probationary Status

Dismiss

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## GUIDELINES

A minimum of two evaluations must be conducted during the activity time frame. It is recommended that one be done during the first half of the activity and the second one during the second half of the season/activity.

A copy of the evaluations shall be given to the advisor for their comments.

A final recommendation shall be rendered based on the results of the evaluations.

## DESCRIPTION OF RATINGS

EXCELLENT: Performance of an exceptional quality. Effective instruction, multiple strengths in all skill areas; no major weaknesses identified.

SATISFACTORY: Generally accepted levels of performance. Job requirements are expedited adequately effective instruction. Identified weaknesses may be improved by coach/advisor or by implementation of a professional growth plan.

UNSATISFACTORY: Significant weaknesses in areas of performance and require direct intervention by an administrator. Ineffective instruction. Continued performance at a level below expectations will have a negative impact upon students and the school environment.

## DESCRIPTION OF CATEGORIES

PLANNING, METHODS AND COMPETENCIES: Knowledge of a subject area; plans and prepares daily; uses time effectively; achieves effective student participation; shows enthusiasm; assignments are clearly explained; a variety of advising and coaching techniques are used.

PRACTICE/MEETING MANAGEMENT: Provides for physical and emotional well being of students; positive coach/advisor rapport; efficient routine established; maintains proper records; discipline fair, consistent, reasonable, and IAW policy.

CONTRIBUTION TO TOTAL EXTRA-CURRICULAR PROGRAM: Develops and fosters cooperation between home and activity/sport; punctual in fulfilling duties; works cooperatively with other staff members and parents; keeps parents informed about eligibility; promotes good activity/community relations.

PERSONAL QUALITIES/PROFESSIONAL ATTRIBUTES/ATTENDANCE: Accepts and uses suggestions; displays a positive attitude; sets and example for emulation by students and staff; professional in communications; strives to maintain and improve professional competence; punctual for games/activities, practices and meetings.

## ARTICLE X

### **FUTURE NEGOTIATION RULES**

The Union will bring to the negotiations table an initial proposal not to exceed 8 items. After receiving the Union's proposal the board, for their part, will offer counter proposals not to exceed 8 items.

## APPENDIX I

### LETTER OF AGREEMENT

#### Least Restrictive Environment/Medically Fragile Students

##### A. Definition of Terms

1. Least Restrictive Environment (LRE) legally mandates that "to the maximum extent appropriate, handicapped children are educated with children who are not handicapped and that special classes, separate schooling or other removal of handicapped children from the regular educational environment occurs only when the nature and severity of the handicap is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily." (Rule 121a.550, Part B - Public Law 94-142)
2. Medically fragile students are those who are chronically ill and/or medical-technology dependent and/or who have life threatening conditions that require immediate medical attention.

##### B. Placement of Students

1. The Durand Board of Education and the Durand Education Association acknowledge that the policy of least restrictive environment is legally mandated. It is also recognized that the extent to which any individual handicapped student should participate in regular education programs and services involves considerations of that student's unique needs as determined by an Individual Educational Planning Committee (IEPC).
2. Although it is agreed that the handicapped student's participation and right to participate in regular education programs and services cannot be affected by this Agreement, the District does agree to consider how the handicapped student's placement will affect teachers when determining the handicapped student's placement. The support and assistance, as defined by the IEPC, will be administered by the principal.
3. The District shall insure that appropriate regular education staff are included in the IEPC and other related instructional planning involving the placement of special education students in regular education classrooms. District planning related to IEPC provisions and recommendations shall include input from regular education. Appropriate information related to the student's academic, medical, social and emotional needs shall be shared with regular education staff invited to participate in the IEPC or related planning meetings.
4. Immediately following an IEPC decision to place a handicapped student in the regular classroom, a support team of appropriate special and regular educators

will be formed to provide continual and consistent training and support to the classroom teacher and/or teacher's assistant. This team will meet regular to plan, review and revise specific classroom activities to meet the goals and objectives as defined by the IEPC.

FOR THE ASSOCIATION

FOR THE BOARD OF EDUCATION

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date

\_\_\_\_\_

Date

## APPENDIX II

### Letter of Agreement

#### DOLAN CENTER ACCUMULATED COVERAGE TIME (ACT) PROGRAM

Purpose: To fairly and equitably reimburse Dolan Center staff in order to comply with the Durand Education Association and Durand School Board agreement regarding internal substitution. This proposal is adopted and effective beginning with the 1996-97 school year. Due to the special needs of the Dolan students and the teachers' work schedule, this agreement is only in effect at the Dolan Center for certified teachers and does not include Durand Elementary, Middle, or High School personnel.

Problem Statement: Due to the lack of substitute teacher resources for the Dolan Center, the nature and special needs of the Dolan Center students, and the limited financial resources, Dolan teachers have been volunteering their prep times to cover teachers who are absent.

To eliminate this situation, the Dolan Center teachers accept this alternative that will not be a financial burden on the Dolan Center budget, but will be fair to their efforts to cover classes caused by staff absences. The ACT program will work as follows:

1. When a teacher is requested to cover a class due to another teacher's absence, s/he would earn one unit for providing this coverage. Coverage of less than a complete class period will not accumulate as an ACT unit. Eight units would be equivalent to one day's substitution.
2. Class substitution would not be in the form of cash payment, (i.e. 1/8 of the base) but rather in the form of not losing and reporting a sick day. Currently, Dolan staff is not being reimbursed for coverage and they also lose a sick day if they are absent. This program would provide a reimbursement for services and an alternative to current contract stipulations.
3. The Dolan Administrative assistant currently facilitates "in-house" substitute coverage when staff are absent. The administrative assistant would be responsible for recording, documenting and monitoring this program under the supervision of the Educational Director. When a teacher covers or acts as a substitute for an absent teacher, a written ACT form would be submitted indicating the date, class, and absent teacher. This would document actual substitute activity and provide a recorded method to insure proper records of substitute activity.
4. An example of this procedure would be when a teacher is absent those teachers who cover classes for that day would complete and submit an ACT form. When teachers who have been serving as substitutes are absent, their ACT units would be checked. If they have 4 units of ACT credit, they would only report 1/2 day of absence. If the teacher has 8 units of ACT credit, no report of absence would be submitted to the District.
5. Dolan teachers would be allowed to accumulate ACT units to a maximum of 10 days a

year or 80 classes of coverage. Accumulated units will carry-over to the following school year if not used during the current year. Accumulated ACT units may be used as sick days, but not be used for personal time off. Unused accumulated units are not reimbursed if a teacher leaves the District or retires.

6. The status of the ACT program will be reported monthly to the Educational Director and Superintendent in order to monitor the program, insure documentation, and proper use.

FOR THE ASSOCIATION

FOR THE BOARD OF EDUCATION

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Date

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Date

## APPENDIX III

### **Letter of Agreement**

If during the duration of this contract, state guidelines for recertification allow districts to determine their own criteria for recertification, a committee consisting of the Administrators, Board of Education members, and the Association representatives (chosen by the Association) will meet to discuss the criteria and the impact of the criteria upon the bargaining unit employees. This criteria will be ratified by both parties separate from this agreement.

## APPENDIX IV

### **SICK LEAVE BANK RULES & REGULATIONS**

- A. The teaching staff of Durand CUSD #322 shall establish a Sick Leave Bank during the 1983-84 school year. (Note: The term staff denotes any Durand CUSD #322 employee who can accumulate sick days.)
  
- B. The Bank shall established a review committee of three members elected by the membership to serve a three year term and one administrator representing the Board of Education. The initial committee membership shall be elected for 1, 2, and 3 year terms so that member ship will be on a rotating basis. A special election will be held to replace any committee members who resign before fulfilling their terms.

## Appendix V

Not Part of Contract Document

### **Teacher Evaluation Guidelines**

The following timelines are to guide the administrator and the teacher as they follow the evaluation process:

1. The teacher will receive written notification of the first classroom observation at least five (5) school days prior to the visit.
2. Confirmation of an acceptable date shall be provided at the time the pre-observation form is given to the teacher.
3. The Pre-observation Conference shall be one to three (1 - 3) days before the classroom observation.
4. The Classroom Observation shall be for a minimum of 30 minutes.
5. The teacher shall receive a written observation report within ten (10) school days and the evaluator/teacher conference shall be scheduled within fifteen (15) days to discuss the observation report. It shall be the responsibility of the teacher to schedule this conference.
6. Approximately twenty (20) school days after the first observation, a second "unannounced" observation is to take place. This second observation should be made by May 1.
7. The final written observation report and the written evaluation are to be presented within ten (10) school days of the second visit.
8. The teacher has ten (10) school days to respond in writing and this response will be attached to the evaluation which shall be placed into the teachers' personnel file.

A complete copy of the Evaluation Plan, with all subsections submitted to the State Board of Education, shall be provided to the Durand Education Association.

Appendix VI

**STATEMENT OF AGREEMENT**

The attached TEACHER EVALUATION PLAN for the Durand School District #322 has been reviewed by the Durand Board of Education and the Durand Education Association.

The plan has been created by a joint effort of the Board and the Association, with participation by the teaching staff.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2005

\_\_\_\_\_  
Board of Education

\_\_\_\_\_  
Durand Education Association