

**Dr. Alicia Geddis**Superintendent

Mr. John Paul Hart Assistant Superintendent

**Dr. Elizabeth Yacobi** Assistant Superintendent

February 27, 2018

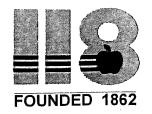
The Board of Education in conjunction with the Danville Education Association has agreed to exclude the Pre-K Coordinator from their association, as defined in Article I-1.3 of the Agreement Between Danville Community Consolidated School District No. 118 and Danville Education Association, IEA-NEA. Effective February 27, 2018.

Board of Education

President

Danville Education Association

President



**Dr. Alicia Geddis**Superintendent

Mr. John Paul Hart Assistant Superintendent

**Dr. Elizabeth Yacobi** Assistant Superintendent

March 13, 2018

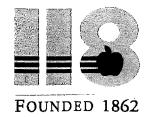
Article II - Modification of the Agreement

#### 2.1 Notice

A. For the school year 2018-2019, the Board of Education and the Danville Educational Association agree to extend written notice to no later than April 3 of the last year of the Agreement. This notification will serve as a demand to bargain pursuant to the Illinois Educational Labor Relations Act. The parties shall meet by April 16 to exchange all specific changes and additions unless both parties agree to an alternate date. Meetings shall be held as necessary at times and places agreed to by both parties.

Board of Education President

**Danville Education Association President** 



**Dr. Alicia Geddis**Superintendent

**Mr. John Paul Hart** Assistant Superintendent

**Dr. Elizabeth Yacobi** Assistant Superintendent

## Danville District 118 and the Danville Education Association Agreement

#### Changes:

- 1. Food Service/Building & Grounds Secretary
  - a. From 195/200 days per school year to 205/205 days per school year effective fy19
- 2. Secretary to Special Education
  - a. From 205 days per school year to 210 days per school year effective fy19
  - b. From a level 5 to a level 6 effective fy19
- 3. Webmaster
  - a. From Webmaster to Communications Specialist
  - b. Exclude from the DEA Bargaining Unit
- 4. Additional Technology Department positions
  - a. Two additional Information Technology Specialists

For the Danville Education Association

Date

For the Danville 118 School District

#### Memorandum of Understanding

Danville District #118 and Danville Education Association (DEA) hereby enter into the following agreement:

Administrative Interns and Deans will be treated as if DEA bargaining unit members for purposes of extracurricular assignments and evaluation. This agreement will be in effect for the life of this contract (2018-2021).

#### Examples:

Jane Doe is a teacher who coaches Scholastic Bowl and Track. She is then hired as a Dean. She may remain a Scholastic Bowl and Track coach as if she were a bargaining unit member of the DEA for purposes of extracurricular employment and evaluation.

John Doe is an Administrative Intern. He applies for the position of Assistant Football Coach. He will be treated as a bargaining unit member of the DEA for purposes of extracurricular employment and evaluation.

For the Board

6-13-18

Date

For the DEA

#### 12.1 Extracurricular Salary

- B. Extracurricular salary shall be paid at the option of the employee by one of the following means:
- 1) Paid in a lump sum after either the first semester (first pay period in December) or after the second semester (first pay period in June) depending on the end date of the activity.
- 2) For year-long activities, the employee may choose to have one-half of the stipend paid after the first semester (first pay period in December) and one-half can be paid after the second semester (first pay period in June).
- 3) Paid pro rata with each regular paycheck.

Sullean Dove

Date

For the DEA

Data

## **Memorandum of Understanding**

The BENEFITS COORDINATOR shall have \$5,000 added to his/her scheduled salary each year. Duties shall include, but not limited to, coordination of IMRF retiree insurance, tracking and determining employee eligibility for Family and Medical Leave and the Affordable Care Act. THE BENEFITS COORDINATOR also offers benefits to qualifying Affordable Care Act employees, and reviews monthly and annual reporting per ACA.

For Danville District #118 Board of Education:

For the DEA:

William (10000)

`1-13-18

July 13, 2018

## Special Education Memorandum of Agreement

#### Staff Overload

All Learning Behavior Specialist I (LBS-I) assigned to special education and having a caseload in excess of the Illinois Administrative Code 226.730 maximum caseload may submit time sheets for pay for up to four (4) hours for each student exceeding the maximum limit. If additional hours are needed, they may be granted with the prior approval of the Director of Special Education or designee.

Payment for these extra case management duties (IEP, Manifestation Determination, and Three Year Re-evaluation, etc.) shall be at the supportive service rate. If the case load exceeds the maximum by seven (7) students, a meeting with the Director of Special Education or designee will be convened to discuss a solution on overload (including but not limited to assigning to other teachers, release time, assigning a teaching assistant, reallocating students, etc.). Caseloads for this policy is based off of the following: a.) For students with intense services, 226.730 specifies maximum case load is 15 (teacher plus teaching assistant); b.) For students with less intense services, 226.730 specifies maximum case load is 19 (teacher plus teaching assistant).

#### **Special Education Licensure Incentive**

Teachers not properly endorsed as Learning Behavioral Specialist I can take, at District expense, coursework and tests for endorsement on a pre-existing teacher certification to become a certified special education teacher. Teachers must receive prior District approval and enroll in a District-approved education program to participate. District payment for the special education endorsement requires a commitment from the teacher to work in the District for an additional three (3) years in a position assigned by the administration. A teacher's failure to comply with this 3-year commitment will require the teacher to reimburse the District for expenses. Each teacher shall sign a promissory note to that effect. The District can limit to five (5) the number of staff members approved for new endorsement.

## **Special Education Improvement**

The DEA and District will convene a committee to update the Special Education Workload Plan, as required by 226.735. A mentoring program, administered by the District with input from the DEA, may also be formed. The District may offer new staff members up to three (3) days on rate for professional development and orientation.

## Special Education Instructional Leaders (temporary extra-curricular positions

The DEA and District recognize that having Special Education Coaches and technical experts are necessary to assist all staff members with carrying out their duties. Due to the shortage of LBS-I staff members, as an interim extracurricular assignment until Coaches are hired, Special Education Instructional Leaders will be hired at Danville High School/KDBA, Mark Denman Elementary, South View Elementary, North Ridge, and two other positions combining multiple elementary schools. Special Education Instructional Leaders will assist with mentoring, policy development/implementation, professional development, and case management support. Pay will be at the Division Leader rate of 5.5% of the extracurricular base.

### Salary Incentives for School Psychologists

Because of an acute shortage of school psychologists, the parties agree that beginning School Psychologists will be hired at a starting salary in the appropriate lane on the salary schedule plus an additional four (4) steps on the salary schedule. Newly-hired school psychologists with previous experience will receive credit for their experience plus four (4) additional steps on the salary schedule. School Psychologists may be hired on a full or part-time basis (i.e. 0.50, 0.75. and 1.00 equivalent).

## Salary Incentives for Special Education Teachers and Speech Language Pathologists (SLPs)

Because of an acute shortage of Special Education Teachers and SLPs, the parties agree that Special Education Teachers and SLPs with up to three (3) years experience will be given credit on the salary schedule for three (3) years experience. Newly-hired Special Education Teachers and SLPs with more than three (3) years of experience will be placed at the appropriate step on the salary schedule. All newly-hired Special Education Teachers and SLPs will receive a one-time stipend of \$5000. The stipend is contingent upon the teacher working in the District for three (3) years in a position assigned to them by the administration. Failure to fulfill this three (3) year commitment will require the teacher to pay back to the District the stipend. Each teacher shall sign a promissory note to that effect.

For the Board

7-17-18

Date

For the DEA

1-17-18

The position of Lead Parent Educator will be added to the extra curricular salary schedule at a 5% stipend.

8-16-16

Date

For the DEA

## Memorandum of Agreement

The Danville High School Athletic Director will complete evaluations of all athletic extra-curricular positions.

For the Board

8-16-18

Date

For the DEA

aug. 16, 2018

## Experience Step Language -

A bargaining unit member must work at one-half (.5) of the respective bargaining unit member's contract in one (1) school year to receive experience credit for that year on the salary schedule, provided that days on paid leave or Family Medical Leave shall be counted as days worked.

William Nobbles

For the Board

For the DEA

10-8-18

Date

#### 12.9 Retirement Benefits

#### A. Retirement Benefit For Years of Service

The Board will provide a retirement benefit for teaching assistants and secretaries with a minimum of fifteen (15) years of service in the District. The benefit shall be fifty dollars (\$50.00) per each year of service. Payment shall be made via separate check sixty (60) days after retirement or the last day worked whichever shall occur last and will not be considered part of their final salary.

### **B. Salary Increase for Retiring Employees**

## B-1. An employee who is a member of the Illinois Municipal Retirement Fund ("IMRF") who retires on or before June 30, 2021, and who...

- 1. is eligible to retire under the IMRF without an IMRF age reduction during the calendar year in which he/she retires as set forth in his/her retirement notice, provides proof of eligibility from IMRF; and
- 2. has completed his/her final fifteen (15) years of service within District 118; and
- 3. has not received a salary increase in any of the years prior to payment of the salary increase described in Section 12.9 B. that would cause the District to pay an accelerated payment or a penalty to the IMRF if the employee retires at any time after giving his/her notice; and
- 4. has not received a retirement benefit pursuant to a prior collective bargaining agreement; and
- 5. does not retire pursuant to the IMRF Early Retirement Incentive ("ERI"); and
- 6. retires at the end of the 2018-2019, 2019-2020, or 2020-2021 school year.

#### ...shall be eligible to receive the following retirement benefit:

- 1. If the employee notifies the Board in writing by January 15, 2019 of his/her irrevocable intent to retire at the end of the 2018-2019, 2019-2020 or 2020-2021 school year, (s)he shall be removed from application of the salary schedule and shall be eligible for a five percent (5%) increase over his/her prior year's salary for the remaining school years until retirement.
- 2. If the employee notifies the Board in writing by June 30, 2019 of his/her irrevocable intent to retire at the end of the 2019-2020 or 2020-2021 school year, (s)he shall be removed from application of the salary schedule and shall be eligible for a five percent (5%) increase over his/her prior year's salary for 2019-2020 and 2020-2021.
- 3. If the employee notifies the Board in writing by June 30, 2020 of his/her irrevocable intent to retire at the end of the 2020-2021 school year, (s)he shall be removed from application of the salary schedule and shall be eligible for a five percent (5%) increase over his/her prior year's salary for 2020-2021.

As used herein, "salary" shall include the employee's salary as shown on the salary schedule and extracurricular or extra duty salary differentials. Overtime pay shall be exempt from these calculations. The employee shall perform all extracurricular and extra duties that are used in determining salary in the years in which this retirement benefit is received. An employee who does not perform such extracurricular and extra duties shall have his/her compensation reduced accordingly.

To the extent that the salary increase described in Section 12.9 B. shall cause the Board to pay additional penalties or an accelerated payment to the IMRF, the Board shall have the right to reduce the salary increase described in Section 12.9 B. so that the Board will not incur such penalties or payments.

## B-2. An employee who is a member of the Illinois Teachers' Retirement System ("TRS") and who retires on or before June 30, 2021, and who...

- 1. is eligible to retire under the TRS, during the calendar year set forth in his/her retirement notice, without discount for age or years of service, provides proof of eligibility from TRS; and
- 2. has completed his/her final fifteen (15) years of service within District 118; and
- 3. has not received a salary increase in any of the years prior to payment of the salary increase described in Section 12.9 B. that would cause the District to pay an accelerated payment or a penalty to the TRS if the employee retires at any time after giving his/her notice; and
- 4. has not received a retirement benefit pursuant to a prior collective bargaining agreement; and
- 5. retires at the end of the 2018-2019, 2019-2020, or 2020-2021 school year.

#### ...shall be eligible to receive the following retirement benefit:

- 1. If the employee notifies the Board in writing by January 15, 2019 of his/her irrevocable intent to retire at the end of the 2018-2019, 2019-2020 or 2020-2021 school year, (s)he shall be removed from application of the salary schedule and shall be eligible for a five percent (5%) increase over his/her prior year's salary for the remaining school years until retirement.
- 2. If the employee notifies the Board in writing by June 30, 2019 of his/her irrevocable intent to retire at the end of the 2019-2020 or 2020-2021 school year, (s)he shall be removed from application of the salary schedule and shall be eligible for a five percent (5%) increase over his/her prior year's salary for 2019-2020 and 2020-2021.
- 3. If the employee notifies the Board in writing by June 30, 2020 of his/her irrevocable intent to retire at the end of the 2020-2021 school year, (s)he shall be removed from application of the salary schedule and shall be eligible for a five percent (5%) increase over his/her prior year's salary for 2020-2021.

As used herein, "salary" shall include the employee's salary as shown on the salary schedule and extracurricular or extra duty salary differentials. Overtime pay shall be exempt from these calculations. The employee shall perform all extracurricular and extra duties that are used in determining salary in the years in which this salary increase is received. An employee who does not perform such extracurricular and extra duties shall have his/her compensation reduced accordingly.

To the extent that the salary increase described in Section 12.9 B. shall cause the Board to pay additional penalties or an accelerated payment to the TRS, the Board shall have the right to reduce the salary increase described in Section 12.9 B. so that the Board will not incur such penalties or payments.

For the Board

11-26-16

Date

For the DEA

11-26-18

Date

11/26/2018 2:43

E.

Any employee may voluntarily donate sick leave days to an employee who has exhausted his/her accumulated sick leave and is facing a personal catastrophic medical condition. A catastrophic medical condition is an illness or injury which is severe, acute, and may be life threatening. Examples of such conditions are, but are not limited to, the following: severe blood loss, loss of consciousness, multiple fractures, heart attack, etc.

Requests for use of donated sick days will be considered by a Committee composed of two members appointed by the Superintendent and two members appointed by Danville Education Association President.

Requests must be made to the Committee by an employee or his/her designee no later than five (5) working days after all his or her leave time has been exhausted. Requests must be accompanied by a statement from a physician which includes the beginning date of the condition, a description of the severe, acute or life-threatening injury or illness and a prognosis for recovery. Requests should indicate the estimated number of sick days required.

The amount of sick leave granted for each request will be determined by the Committee but cannot exceed a maximum of twenty (20) working days or the number of days voluntarily donated by employees. No employee may receive more than twenty (20) working days in a twelve-month period. No member shall be allowed to use more than forty (40) days per career. No employee who is receiving disability benefits from the Teachers' Retirement System, the Social Security Administration, the Veteran's Administration, or is absent for illness or injury due to a work-related accident (which is compensable under the Illinois Workers' Compensation Act), may use donated sick days.

The Committee will render a written decision to the employee within five (5) working days after receipt of the request. Decisions of the Committee shall be made by a simple majority and shall not be grievable.

For the Board

11-26-18

For the DEA

12-10-18

Date

Date

11/26/2018 2:43

## Memorandum of Understanding

Danville District #118 and Danville Education Association (DEA) hereby enter into the following agreement:

Title II federal monies will be utilized to compensate the costs of additional certifications and licensure for "hard to fill" positions as deemed by administration. All monies and positions will be Board of Education approved. This agreement is neither precedent setting nor grieveable.

Eartha Baard of Education

3-8-19

Date

For the DEA

#### **MEMORANDUM OF AGREEMENT**

# Regarding Edison Elementary School Evaluations For the 2018-2019 School Year

The following Memorandum of Agreement is non-precedent setting and non-grievable and addresses certain evaluation concerns that have been communicated by the Danville Education Association. This Memorandum of Agreement addresses 2018-2019 evaluations for certain teachers and support staff at Edison Elementary School and the Sequence of Honorable Dismissal List for the 2018-2019 school year for certain teachers at Edison Elementary School.

- Any teacher and support staff member who was considered "on cycle" and scheduled to receive an evaluation during the 2018-2019 school year will be offered the option of foregoing an evaluation for the 2018-2019 school year by a qualified administrator and be placed "on cycle" to receive an evaluation for the 2019-2020 school year. Any teacher who elects to forego his/her 2018-2019 school year evaluation will be issued an automatic "proficient" evaluation rating to be used only for his/her placement on the 2018-2019 Sequence of Honorable Dismissal List. Such 2018-2019 "proficient" evaluation rating will not be used to determine the teacher's placement on future Sequence of Honorable Dismissal Lists (e.g., 2019-2020, 2020-2021, etc.)The "Proficient" evaluation rating will not be relied upon as a determination of how well the individual is performing and it will not be used for any other purpose.
- In order to elect to forego his/her 2018-2019 school year evaluation, the teacher or support staff member must sign the authorization form which is contained in Exhibit A for teachers and Exhibit B for support staff. Failure to sign the authorization for by Wednesday, February 27, 2019 will result in the individual receiving an evaluation for the 2018-2019 school year to be performed by a qualified administrator assigned by the District.

Danville School District No. 118 Board

Representative of the Board

Date: 3 - 8 - 19

Danville Education Association

Representative of the DEA

Date: March 8, 2019

## EXHIBIT A – FOR TEACHERS

acknowledge that I have received and reviewed a copy of the Memorandum of Agreement
etween the Danville School District No. 118 and the Danville Education Association regarding
dison Elementary School Evaluations for the 2018-2019 School Year. I voluntarily agree to
vaive my opportunity to have an evaluation issued during the 2018-2019 school year by an Idministrator. I understand that as a result of waiving my 2018-2019 evaluation, I will Intomatically receive a "Proficient" rating only for the purpose of the Danville School District's
No. 118 Sequence of Honorable Dismissal List for the 2018-2019 School Year. I acknowledge hat I will be "on cycle" and will be on schedule to be evaluated during the 2019-2020 school
year.

Signature	Date

### EXHIBIT B – FOR SUPPORT STAFF

I acknowledge that I have received and reviewed a copy of the Memora	ndum of Agreement
between the Danville School District No. 118 and the Danville Education A	ssociation regarding
Edison Elementary School Evaluations for the 2018-2019 School Year. I	voluntarily agree to
waive my opportunity to have an evaluation issued during the 2018-201	9 school year by an
administrator. I acknowledge that I will be "on cycle" and will be on scheo	jule to be evaluated
during the 2019-2020 school year.	

Signature	Date