

AGREEMENT

between the

DECATUR BOARD OF EDUCATION

DISTRICT #61

and the

DECATUR FEDERATION OF TEACHING ASSISTANTS

LOCAL #4324

ILLINOIS FEDERATION OF TEACHERS

AMERICAN FEDERATION OF TEACHERS, AFL-CIO

from

JULY 15, 2009

Through

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TABLE OF CONTENTS

ARTICLE	AND	TITLE	PAGE
I		PARTIES TO THE AGREEMENT	2
II		RECOGNITION, JURISDICTION AND SCOPE	2
III		MANAGEMENT RIGHTS	2
IV		UNION RIGHTS AND RESPONSIBILITIES	2
V		PERSONNEL FILE	3
VI		GRIEVANCE PROCEDURE	3
VII		INJURY COMPENSATION	6
VIII		NEGOTIATION PROCEDURES	6
IX		DUE PROCESS – DISCIPLINE	7
X		CAREER LADDER	9
XI		IN-SERVICE	9
XII		JURY LEAVE	10
XIII		LEAVES	11
XIV		EXTENDED LEAVE OF ABSENCE	12
XV		TRANSFERS	14
XVI		VACANCIES	16
XVII		SENIORITY	16
XVIII		HOLIDAYS	16
XIX		WORKING CONDITIONS	17
XX		REDUCTION-IN-FORCE	17
XXI		INSURANCE	19
XXII		MISCELLANEOUS PROVISIONS	20
XXIII		FAIR SHARE	22
XXIV		NO STRIKE / BARGAINING CLAUSE	23
XXV		JOB DESCRIPTION	24
XXVI		HOURLY RATE OF PAY FOR 2009-2012	26
XXVII		DURATION OF AGREEMENT	28
		SIDE LETTER	29
		LETTER OF UNDERSTANDING	30
		APPENDIX A	31

**ARTICLE I
PARTIES TO THE AGREEMENT**

This Agreement is made and entered into by and between the Board of Education of Decatur, District #61, Macon County, Illinois, hereinafter referred to as the “Board” or “Employer” and the Decatur Federation of Teaching Assistants, Local #4324, Illinois Federation of Teachers, AFL-CIO, hereinafter referred to as the “Union” or “Federation”.

**ARTICLE II
RECOGNITION, JURISDICTION AND SCOPE**

- A. For the purpose of collective bargaining with respect to wages, hours, terms and conditions of employment, the Board recognizes the Union as the sole and exclusive representative for all regularly employed full-time and regularly employed part-time regular education teacher assistants, special education teacher assistants, sign language interpreters, LPN Assistants, behavioral specialists’ assistants and vision and hearing technicians during the term of this Agreement.
- B. If any portion of this Agreement is in violation of any law of the State of Illinois, that portion in disagreement shall be considered null and void. All other portions of this Agreement shall remain valid and in force.

**ARTICLE III
MANAGEMENT RIGHTS**

It is expressly understood and agreed that all functions, rights, powers, or authority of the administration of the School District and the Board of Education which are not specifically limited by the express language of this Agreement are retained by the Board provided, however, that no such right shall be exercised so as to violate any of the specific provisions of this Agreement.

**ARTICLE IV
UNION RIGHTS AND RESPONSIBILITIES**

- A. The Board and the Union shall not discriminate against any member of the bargaining unit for reason of race, creed, color, marital status, age, sex, or national origin.
- B. The Union agrees to represent equally and without prejudice all members of the unit for purposes of negotiations with the Board concerning wages, hours, terms and conditions of their employment and the settlement of grievances.
- C. The Board agrees that it will not discriminate against any member of the bargaining unit by reason of the member’s membership in any professional organization or participation in Union activities.

- D. The Union is allowed the use of school buildings for meetings and the transaction of official Union business provided that such use shall be restricted to reasonable times; shall not interfere with or interrupt normal school operations; and shall not be detrimental to the Board or the Community. Prior notice shall be given to the principal a minimum of five (5) working days in advance of the meeting. When additional expenses are incurred, the Board reserves the right to make a reasonable charge.
- E. The Union shall have the right to use school photocopiers, and other office equipment when otherwise not in use, and shall pay for the reasonable costs of all materials and supplies incident to such use.
- F. The Union shall have the right to use the District mail service and mail boxes for communications to employees including county schools. No postage shall be paid by the Board for the Union's communications.
- G. Before any Board meeting, the Secretary of the Board shall provide the Union with the same information that he provides the press on the day of the meeting. Any additional materials made available to the press during the meeting shall also be made available to the Union. In addition, the Secretary shall provide the Union president with a copy of the Board agenda and supporting information no later than the same day the Board of Education receives their copy.

**ARTICLE V
PERSONNEL FILE**

Each member of the bargaining unit shall have the right, upon request and within five (5) workdays, to review the contents of his/her own personnel file as maintained by the District. Information, deemed privileged by law, shall be specifically exempted from such a review. A member shall have the right to attach an explanation to any evaluation, reprimand, or written warning.

Once every two (2) years, at the employee's request, the Director of Human Resources shall review the personnel file and make a determination whether written reprisals shall be expunged. Any such reprisal shall be expunged if the employee has received no additional discipline for the same offenses within one (1) year of the date of such a review.

**ARTICLE VI
GRIEVANCE PROCEDURE**

A. Definition:

A grievance shall mean a written complaint by a member of the bargaining unit that there has been an alleged violation, misinterpretation, or misapplication of a specific provision of the Agreement.

B. Constraints:

Any investigation or other handling or processing of any grievances by the grievant or the Union shall be conducted so as to result in no interference with or interruption whatsoever of the instruction program and related work activities of the grievant or of the District's employees.

C. General Provisions:

1. No employee at any stage of the grievance procedure will be required to meet with any administrator or supervisor without a Union representative.
2. Any employee who participates in the grievance procedure shall not be subject to disciplinary action or reprisal because of such participation.
3. The employee or his /her Union representative have the right to be present at all hearings and meetings concerning his/her grievance.
4. In any instance where the Union is not representing the grievant, the administrator or supervisor receiving the grievance or making the decision shall notify the Union in writing of all meetings, hearings, and the resolution at any level.
5. A grievance may be initiated and/or conducted by:
 - a. an employee in his/her own behalf.
 - b. an employee accompanied by a Union representative;
 - c. a Union representative at the employee's request;
 - d. the Union.
6. All references to days shall mean school days, except that between the end of the school year in June and the beginning of the next school year, days shall mean days when the District's business offices are open.
7. All time limits may be extended by mutual agreement between the parties.
8. Grievance Procedure – Personnel File

All records related to a grievance shall be filed separately from the personnel file of the employee. This does not preclude, however, the right of the Board to utilize said records in any discipline or discharge proceedings against any employee.

D. Procedure for Adjustment of Grievances:

INFORMAL CONFERENCE: Within fifteen (15) days of when the grievant knew or should have known of the occurrence of the event which first gave rise to the grievance, a complaint shall first be discussed with the object of resolving the matter informally. In the event the matter is resolved informally and a Union representative was not present at the adjustment of the complaint, the principal or supervisor shall inform the Union president of the adjustment.

1. Step One:

In the event the matter is not resolved informally, the grievant or the Union shall present a written statement on an official grievance form of the alleged violation to the principal or other appropriate supervisor within ten (10) days of the informal conference. The principal shall, within ten (10) school days of the receipt of the grievance confer with the grievant and/or his/her Union representative to try to resolve the grievance. Within ten (10) school days after the completion of the conference, the principal shall give his/her written decision. A copy of the decision shall be given to the Union.

2. Step Two:

In the event that the grievance has not been resolved in the first step, the Union or the grievant may file an appeal to the Superintendent or his/her designee. The appeal shall be made within ten (10) school days after the receipt of the principal's decision. Within ten (10) school days of the receipt of the appeal, the Superintendent or his/her designee shall confer with the Union and the grievant in an effort to resolve the grievance. The Superintendent, within ten (10) school days following the conference shall file his/her written decision with the grievant and the Union.

3. Step Three:

Within thirty (30) school days after receiving the decision of the Superintendent or his/her designee, the Union may submit the grievance to binding arbitration of the American Arbitration Association (AAA) or Federal Mediation and Conciliation Service (FMCS). The arbitrator shall follow the standard rules of the AAA.

4. Arbitrator's Decision

The decision of the arbitrator shall be final and binding on the parties. The arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore or add to the provisions of the Agreement. The Arbitrator's authority shall be strictly limited to deciding only the issue or issues presented to him/her in writing by the Board and the grievant and his/her decision must be based solely and only upon his/her interpretation of the meaning or application of the express relevant language of the Agreement.

5. Arbitration Expense:

The expenses for the arbitration services shall be borne equally by the Board and the Union.

**ARTICLE VII
INJURY COMPENSATION**

If an employee eligible to receive sick leave is injured in the course of employment and receives disability benefits under Worker's Compensation, the employee shall receive from Decatur Public School District #61 the difference between the Worker's Compensation benefit and the wages or salary to which the employee is entitled under the Decatur Public School District #61 leave program. The accumulated sick leave of the employee shall be reduced proportionately based upon the compensation remitted by the Decatur Public School District #61.

Pro-rated sick leave shall be available to the employee only to the extent that an employee has accumulated sick leave days, so that an employee shall receive full pay upon days which an employee is unable to work due to work-related injury or illness, but in no instance will an employee be entitled to a combination of sick leave benefits and Worker's Compensation benefits in excess of the employee's regular pay. In no event will an employee be entitled to sick leave benefits beyond the accumulation of sick leave days of that employee. An employee on Worker's Compensation may waive sick leave pay, in which case the employee shall not be charged with sick leave use.

**ARTICLE VIII
NEGOTIATION PROCEDURES**

The Board and Union agree to negotiate in good faith in accordance with this Agreement and Public Law #1014 until a successful Agreement is ratified by both parties. The following basic procedures shall be used in negotiating:

1. Within sixty (60) days of receiving a written notice by one party to initiate negotiations, both parties shall meet in the first bargaining session.
2. All times, places and agenda for negotiating sessions shall be mutually agreed to at a prior meeting or by written communication.
3. If an agreement is not reached within ninety (90) days prior to the scheduled start of the next school year, both parties shall send a joint notice to the Illinois Educational Labor Relations Board (IELRB).
4. If an agreement is not reached within forty-five (45) days before the scheduled start of the next school year, either party may request mediation. Upon such a request both parties shall immediately forward a request for a mediator to the Federal Mediation and Conciliation Service signed by both parties.

5. If a federal mediator is not available, both parties will request a mediator from the American Arbitration Association.
6. If an agreement is not reached fifteen (15) days before the scheduled start of the school year, both parties shall notify the IELRB.
7. The Agreement shall remain in full force and effect during negotiations until either party gives five (5) days notice of intent to terminate the Agreement. Such notice cannot be given earlier than five (5) days prior to the scheduled start of the school year.

**ARTICLE IX
DUE PROCESS – DISCIPLINE**

A. It is hereby agreed that all staff members covered by this Agreement shall comply with all working rules and perform in a satisfactory manner the duties assigned and in the manner prescribed by their supervisors in accordance with the job description herein.

B. Discipline:

1. No employee shall be subject to discipline, suspension or discharge without cause. When possible, oral warnings shall be given prior to other disciplinary actions.
2. Disciplinary action shall be taken in accordance with the following procedure:
 - a. Employees subject to disciplinary action shall have the right to Union representation.
 - b. The Union shall be advised in writing of all disciplinary actions.
 - c. When an employee or an administrator believes the result of a meeting may lead to disciplinary action, the employee shall be given prior written notice at least two (2) working days before the meeting stating the reasons for such meeting, and shall be entitled to have a representative of choice in attendance. The meeting shall not be delayed more than two (2) working days on account of such representation.
 - d. Discipline shall be conducted in private.

C. Discharge:

1. Staff members who fail to satisfactorily perform their assigned duties may be discharged. In respect to discharge, the staff member shall be given at least one (1) warning notice in writing, within twelve (12) months prior to discharge, with a copy to the Union representative, of the complaint against such employee, except

that no warning notice need be given prior to discharge if the staff member is a probationary employee (probationary period is the first ninety (90) days of employment). No warning notice need be given to an employee before he/she is discharged if the cause is:

- a. Willfully causing any bodily harm to any person upon the school premises.
- b. Possession of intoxicants or controlled substances not prescribed by an attending physician and/or being intoxicated or drugged on school premises.
- c. Stealing school property or property of others.
- d. Willful destruction of school property or damage to school property because of carelessness, neglect, or not following instruction pertaining to the care and operation of such equipment.
- e. Willful insubordination or sleeping on the job. Refusal or failure to perform work assigned. Use of abusive or threatening language, or action toward supervisors or others.
- f. Continued and repeated failure to satisfactorily perform assigned duties.
- g. Employees who accept regular employment during the work week in addition to their assignment with the Decatur Public Schools and it interferes in any way with their job with the Decatur Public Schools.
- h. Any employee who leaves a job during regular employment hours without consent of the supervisor, unless such a departure was caused by an emergency.
- i. Use of school vehicles, machines, tools, etc. for personal or private use without the proper approval of the Superintendent of Schools or his/her designated representative.
- j. Applicants for new jobs shall sign a statement certifying to the correctness of data on the application. Should it be found that the applicant knowingly falsified the report, it shall be grounds for dismissal.
- k. Knowingly having falsified records, time sheets, etc.

2. The discharge of an employee will be handled in the following manner:
 - a. When the Board or its representative determines to discharge an employee, he/she will be discharged immediately and subsequently given a written notice.
 - b. If the employee feels he/she has been dealt with unjustly and a hearing is desired, he/she shall proceed according to the grievance procedure.
 - c. If it is found that the employee has been dealt with in an unjust manner, the Board will reinstate the employee in his/her job with all former rights and benefits restored, and will pay the employee all loss of earnings.

ARTICLE X CAREER LADDER

Bargaining unit employees who hold valid Illinois teaching certificates may apply for any teaching vacancy for which they are qualified. All certificated assistants shall be eligible to apply for teaching vacancies for which they are qualified and shall be interviewed before any applicant is appointed to the position, except in case of emergency or where the District is obligated to appoint District #61 teachers to the position. If denied the position, the applicant may request a meeting with the Director of Human Resources to seek verbal reason why said applicant is denied.

ARTICLE XI IN-SERVICE

- A. If a Supervisor requires attendance to an in-service session, the Board shall pay the employee's hourly rate for the time of attendance. This shall be in addition to the hours granted in paragraph C.
- B. Members of the bargaining unit who are required to physically move students as part of their assigned duties shall be given in-service training for such duties by September 15 of the school year, or within 15 calendar days of their hiring date, if hired after the beginning of the school year. This training may be given as "On the Job." If the training is during non-work time, the employee shall be paid his/her hourly rate. Time spent in such training shall not be counted as in-service/institute-time. Employees who are not trained shall not be required to perform lifting duties. The employee must participate in the training at the earliest date the training is offered.
- C. Members of the bargaining unit who are required to physically restrain students as part of their assigned duties shall be given in-service training in Crisis Prevention Intervention (CPI) by September 15 of the school year, or within 15 calendar days of their hiring date, if hired after the beginning of the school year. This would be for initial or refresher training. This training may be given as "On the Job". If the training is during non-work

time, the employee shall be paid his/her hourly rate. Time spent in such training shall not be counted as in-service. Employees who are not trained shall not be required to perform restraint duties.

- D. Members of the bargaining unit shall be paid their hourly rate of pay if they attend the District's in-service/institute sessions and may attend a total of 20 hours per year.
- E. All District sponsored in-services, including (but not limited to) all Macon-County Special Education District professional development opportunities, shall be advertised in the District newsletter, on the District's public website, and "My Learning Plan".
- F. Members of the bargaining unit shall be paid their hourly rate of pay, with prior approval of the building administrator, to attend non-district in-service/institutes. If the building administrator does not approve, the employee may appeal to the Director of Human Resources. The time shall be deducted from the in-service/institute time allotted in Section D.

G. Site Based Activities

Bargaining unit members who participate in site based activities in their buildings shall be paid for those activities that occur during that employee's work time. Any site based activity that occurs outside of the employee's regularly scheduled workday shall be counted as in-service/institute time and shall be paid provided they have available hours according to Article XI.C.

H. Shared Decision Making Training

Bargaining unit members who participate in shared decision making trainings shall be paid for those trainings that occur during that employee's regularly scheduled workday. Any shared decision making training that occurs outside of the employee's regularly scheduled workday shall be counted as in-service.

**ARTICLE XII
JURY DUTY**

Any bargaining unit member summoned to jury duty or issued a court subpoena shall be paid his/her full salary for each working day of absence, provided that the member pays the District the jury fee or witness fee. Such payments shall be handled by payroll deduction on a subsequent pay. This provision is not applicable if the staff member is a plaintiff against the School District, Board of Education, or its representative as a result of any legal actions commended by or on behalf of any individual or organization.

**ARTICLE XIII
LEAVES**

A. Sick Leave

1. Thirteen (13) days of sick and emergency leave without loss of pay shall be credited annually to each employee on the first day of each fiscal year.
2. Employees hired after the fiscal year begins shall be credited with the prorated number of sick leave days rounded off to the nearest half (1/2) days.
3. Sick and emergency leave shall include: personal illness, quarantine at home, death or serious illness in the immediate family, or household. Immediate family shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, legal guardians or persons in loco parentis.
4. The Board reserves the right to obtain verification of illness when it deems such verification necessary. If an employee is absent for any serious illness or due to hospitalization, a doctor's release for regular duties must be presented before returning to work, provided the District requests such a release.
5. Official records of sick leave entitlement and use will be maintained in hours. The hours of sick leave will be calculated by multiplying the number of days of entitlement by the number of hours in the staff member's workday. Sick leave may be used in increments of .25, .50, and .75 hours.
6. Deduction for loss of time not covered by sick leave will be made at the hourly rate.
7. Employees may accumulate 1920 hours of sick and emergency leave or the maximum credit amount allowed by IMRF, if greater.

An employee who submits an irrevocable letter of retirement to the Board on or before September 1, 2006 and in subsequent years on or before the first day of employment of the new fiscal year (July 1) that they will retire at the end of that school year (1 year), shall have their accumulated sick leave increased to the maximum credit amount allowed by IMRF. If during the term of this agreement any legislation and/or IMRF rules/regulations are enacted and/or adopted that result in a greater cost to the Board than the cost, if any, generated by this Section, the parties agree that this section shall be null and void and the parties agree to meet as soon as possible to negotiate new language.

8. Accumulated sick leave shall automatically terminate on the date that a staff member's employment terminates. Employees reemployed within the six weeks following termination shall receive sick leave entitlement held prior to termination.
9. A bargaining unit member who is an expectant mother who has been employed for at least 90 working days, but who has completed less than two full terms of continuous employment, may, upon request, be granted a maternity leave without pay until such time as a physician certifies the staff member is capable of returning to work. In no case shall such maternity leave extend beyond the end of the academic year in which it occurs. Employees returning from maternity leave shall return to the best possible assignment within existing vacancies for which they qualify.

B. Funeral Leave

Absence for attendance at funerals shall be allowed under accrued sick leave provided such absence does not exceed the date of the funeral and reasonable travel time. The Board may allow usage of three (3) funeral leave days without pay if the employee has exhausted sick leave.

C. Personal Leave

1. Staff members will be permitted to use three (3) days of sick leave as personal leave annually. Unused personal days shall remain as sick leave.
2. A written application for personal leave shall be made to the appropriate supervisor in advance of taking the leave. If possible, the leave request shall be made at least one (1) day in advance of taking the leave.
3. During the first and last week of school, one (1) day before and one (1) day following a vacation or holiday personal leave may be taken if at least one of the following conditions is met: 1) emergency, 2) religious holiday, 3) staff member or immediate family member is personally involved in a court case, graduation exercise or an honor convocation or, 4) the Director of Human Resources deems the need to use personal days is appropriate. If the request is denied, a reason shall be provided.

**ARTICLE XIV
EXTENDED LEAVE OF ABSENCE**

A. The following conditions must apply to all extended leaves of absence.

1. Requests for leave must be in writing to the Director of Human Resources.

2. To be eligible for leave employees must have been employed for two (2) full continuous years.
3. Leaves will be granted for the remainder of the school year for which the request is made. Further extensions shall be at the Board's discretion.
4. Leaves shall be without pay.
5. Leave time shall not be counted toward years of service.
6. Approved leave of absence will not constitute a break in service.
7. Sick/emergency leave days will not accrue during leave time.
8. Prior sick/emergency leave days which were accrued prior to the leave shall be maintained.
9. Employees may retain insurance coverage during the time of the leave at their expense.
10. Employees who complete the leave at the end of the school year shall be guaranteed a position for the following school year, in the district, from an existing vacancy, for which they qualify. An employee may terminate a leave during the school year under the following conditions: 1) The employee must apply for and be appointed to a position that is posted. The provisions of Article XV, Section A will apply. 2) The district will then terminate the leave.
11. Written notice of intention to return from leave shall be given to the Director of Human Resources by February 15 of the current school year in which the leave is taken. Failure to furnish such written notice shall constitute a written resignation.

B. Types of Extended Leaves

1. Extended Illness Leave

An employee whose personal illness extends beyond the time provided for in Article XIII, paragraph A, upon request shall be granted an unpaid extended illness leave until such time as a physician certifies the staff member is capable of returning to work.

2. Family Care Leave

An employee upon request shall be granted a leave of absence for the purpose of caring for a sick member of his family. A written statement of need from a physician shall accompany his request.

3. Adoption Leave

Employees upon request shall be granted a leave of absence for the purposes of adoption.

4. Study Leave

Employees upon request shall be granted a leave of absence for the purpose of:

- a. improving their competency in their present position or
- b. completing the requirement to become a certified teacher

5. General Leave

Employees may upon request be granted a leave of absence for such purposes as deemed appropriate by the Superintendent.

**ARTICLE XV
TRANSFERS**

- A. *Voluntary*: Employees shall be eligible to apply for transfer, and shall be interviewed before interviewing and hiring of a new employee. If a qualified employee with seniority has applied for the transfer, he/she must be given priority over a new employee in the interviewing process the hiring of a new employee. If denied the position, the employee shall receive written specific reasons based on interview results why said transfer is denied.
- B. *Involuntary*: Employees who are involuntarily transferred to a lesser hourly and/or pay position shall continue to be compensated in salary and benefits in accordance with his/her old scheduled hours for the remainder of the school year or until such time as he/she may apply for and obtain a position of equal or greater scheduled hours, whichever comes sooner. If the employee's initial position has not been eliminated, the employee may request that reasons for said transfer be reduced to writing within five (5) days of the notification of transfer.
- C. *Displacement*: Employees being displaced for the following school year shall be notified in writing no later than May 1. The displaced employee(s) will be provided a list of open positions for the following school year. The displaced employee(s) shall fill out appropriate transfer request for any positions they are interested in. The displaced employee(s) are not required to interview for positions. The district will give the displaced employee(s) priority for all posted positions until such time they are placed in a position. All displaced employee(s) shall be notified in writing of their placement no later than one (1) week prior to the beginning of the traditional calendar year. Displaced employee(s) assigned to a balanced school calendar shall be notified in writing of their

placement no later than one (1) week prior to their calendar year. If more than one displaced employee applies for the same position, placement will be determined by seniority.

Employees displaced after school begins shall be notified in writing no later than September 15. The displaced employee will be provided a list of open positions. The displaced employee shall fill out appropriate transfer paperwork for any positions they are interested in. The displaced employee(s) are not required to interview for positions. The district will give them priority for all posted positions until such time they are placed in a position. If more than one displaced employee applies for the same position, placement will be determined by seniority. Employees not notified of displacement by September 15 will remain in current position until the end of the current school year.

D. Visitation Day:

1. All bargaining unit members shall be permitted one visitation day annually to visit an educational setting.
 - a. Visitation may be held within or outside the Decatur school system, at a place or places that present opportunity for growth in the employee's field of work. The visitation day must have prior approval by the supervising administrator.
 - b. Visiting days may not be taken on the first or last day of school, on days when final examinations are scheduled, on the first day preceding or following a vacation, holiday, or personal leave day. Exceptions may be approved by the Director of Human Resources. Approval does not constitute a precedent.
 - c. Unused visitation days are not accumulative.
 - d. The plan of reporting on the visitation should be a cooperative enterprise between the employee and the supervising administrator. A written summary of the visit shall be required.

E. Posting of Open Positions:

After displaced employees have been placed, all remaining positions shall then be posted. Bargaining unit members seeking to transfer, as well as those RIFed must apply for posted positions. Positions will be filled in the following order: 1) employees seeking to transfer, pursuant to Section A of this Article; 2) RIFed employees (as per Article XX, item 8; and 3) new hires.

**ARTICLE XVI
VACANCIES**

Vacancies shall be posted as they occur within each building in a central location within each appropriate physical facility, in the District newsletter, and on the District's public website. If a person substitutes in an open position and is subsequently hired for that position, his/her pay will be adjusted retroactively to the first day of employment.

**ARTICLE XVII
SENIORITY**

- A. Seniority shall be defined as length of continuous service to the district. The seniority date of an employee should be the first day of employment or the date of board action, whichever is earlier. A lottery will be held to break ties in seniority.
- B. A seniority list shall be developed for regular education assistants, sign language interpreters, special education assistants, LPN Assistants, behavioral specialists' assistants and vision and hearing technicians shall be furnished to the Union no later than February 1 of each school year.
- C. Each assistant shall have District seniority which will not be lost should the assistant move from one seniority list to another list which is covered by the Decatur Federation of Teaching Assistants contract.

**ARTICLE XVIII
HOLIDAYS**

- A. Employees shall be paid for the following holidays when the employee is scheduled to work the last school day before and the first school day after the holiday.

Labor Day	Christmas Day
Columbus Day	New Year's Day
Veterans' Day	Lincoln's Birthday
Thanksgiving Day	Spring Break Day
Friday after Thanksgiving Day	Memorial Day
Martin Luther King's Birthday	Casimir Pulaski Day

- B. If any of the above legal holidays' ceases to be a legal holiday, they will cease to be days off with pay.
- C. Unless ill, a staff member must work the school day before and the school day after a holiday, providing school is in session, to be paid for the holiday. If an employee is ill the day before or after a holiday, a physician's statement may be required in order to obtain holiday pay.

- D. If a staff member takes a religious holiday, other than those included in the list of approved holidays noted in paragraph “A” above, the absence shall be considered time off without pay and must receive the approval of the Director of Human Resources.

**ARTICLE XIX
WORKING CONDITIONS**

- A. Members of the bargaining unit who work five (5) hours a day or more may have a ten-minute break with pay in the morning and a ten-minute break with pay in the afternoon. Members who work less than five (5) hours may have one ten-minute break with pay.
- B. Members of the bargaining unit who work five (5) hours or more shall have at least a thirty-minute duty-free lunch hour.
- C. All hours worked under the terms of this Agreement shall be counted for benefits, rights and salary.
- D. Every effort shall be made to schedule consecutive hours for all members of the bargaining unit.
- E. In the event an employee(s) must perform a restraint, a building administrator/designee is responsible for providing the appropriate forms to the employee(s).

**ARTICLE XX
REDUCTION-IN-FORCE**

If an employee is removed or dismissed as a result of a reduction-in-force (RIF), written notice shall be given to the employee by certified mail at least thirty (30) days before the end of the school year.

Procedures for Reduction-In-Force:

1. Reduction-In-Force decisions are to be related to district-wide needs rather than to individual needs.
2. There shall be six (6) categories of employees. One category shall be bargaining unit members employed in special education. The second category shall be bargaining unit members employed in regular education. The third category shall be bargaining unit members employed as sign language interpreters. The fourth category shall be bargaining unit members employed as LPN Assistants. The fifth category shall be bargaining unit members employed as behavioral specialists’ assistants. The sixth category shall be bargaining unit members employed as vision and hearing technicians.

3. If the number of bargaining unit members employed in special education is reduced, the member employed in special education with the shorter length of service in the district will be dismissed first.
4. If the number of bargaining unit members employed in District #61 in regular education positions is reduced, the member employed in a regular education position with the shorter length of service in the district shall be dismissed first.
5. If the number of bargaining unit members employed as sign language interpreters is reduced, the member employed as a sign language interpreter with the shorter length of service in the district shall be dismissed first.
6. If the number of bargaining unit members employed as LPN Assistants is reduced, the member employed as LPN Assistant with the shorter length of service in the district shall be dismissed first.
7. If the number of bargaining unit members employed as behavioral specialists' assistant is reduced, the member employed as behavioral specialists assistant with the shorter length of service in the district shall be dismissed first.
8. If the number of bargaining unit members employed as vision and hearing technicians is reduced, the member employed as vision and hearing technician with the shorter length of service in the district shall be dismissed first.
9. If the Board has any vacancies for the following school term or within one (1) calendar year from the beginning of the following school term, the positions thereby becoming available with special education, regular education, sign language interpreters, LPN Assistants, behavioral specialists' assistants and vision and hearing technicians shall be tendered to the most senior employees so dismissed from their respective categories insofar as they are qualified to hold such positions.
10. Employees so dismissed and so recalled shall retain all accrued sick leave.
11. Qualifications for positions shall be known before reduction-in-force takes place.
12. Employees so dismissed have the right to apply for any posted vacancy for which they qualify.
13. The Union president shall receive a list of proposed positions to be reduced or eliminated as soon as it is submitted to the Board for action.
14. The Union president shall receive a list of RIFed bargaining unit employees on the day following the Board action.

ARTICLE XXI INSURANCE

A. Life Insurance

The Board shall provide \$20,000 life insurance coverage for all full-time bargaining unit members.

B. Insurance Coverage

1. Bargaining unit members, who work a full day, five (5) days per week, will have an insurance policy covering hospital and medical costs paid for by the Board of Education. If they work 12.5 hours per week, or more, but less than 5 hours per day to be classified as full-time, the Board of Education will pay one-half of the premium cost. If they work less than 12.5 hours per week they may participate in the insurance program, but it will be at their expense. Upon termination as a public school employee, insurance coverage shall cease.
2. Health and medical insurance coverage for the family of employees will be on an optional basis. The employee-paid portion of the premium shall be sheltered under Section 125 of the Internal Revenue Code.
3. Prescription cards will be made available to each employee who is receiving health and medical coverage. Employees should direct any questions or concerns to the district Business Office.
4. Flex Plan: The following options shall be available to all members of the bargaining unit. Employees should direct any questions or concerns to the district Business Office:

Dependent Care Assistance Plan:

This plan will enable each participant to elect to receive payments or reimbursements of his/her dependent care expenses that are excludable from the participant's gross income under Section 129 of the Code.

Medical Reimbursement Plan:

This plan will enable each participant to elect to receive payments or reimbursements of his/her medical care expenses that are excludable from the participant's gross income under Section 105(b) of the Code.

Volunteer Dental Plan:

This volunteer Dental Plan will enable each employee to participate in a group dental plan. A minimum of ten (10) employees must enroll.

5. The Union president shall appoint one bargaining unit member and an alternate to serve as a member of the District's Insurance Committee.

C. Liability Coverage

The Board shall provide the same liability coverage as for other employees in the District.

**ARTICLE XXII
MISCELLANEOUS PROVISIONS**

A. Summer School

1. Summer school positions shall be posted in the same manner that regular positions are. All bargaining unit members shall be allowed to apply for all summer school positions. Members of the bargaining unit shall have priority over non-bargaining unit members and over RIFed employees who have not been recalled for the next academic year. Assignment to summer school positions shall be made on a seniority basis, insofar as they are qualified to hold such positions.

The district shall endeavor to post special education summer school positions before the regular education summer school positions are posted. Essential skills and LPN Assistants shall have first priority for the assignment of summer school positions, to be paired with their respective regular school year teachers and students. Substitute summer school teaching assistants will be called by the Director of Summer School or his/her designee from a list developed from those teaching assistants who applied for summer school positions and were not hired and indicated their desire to be substitutes. Substitute special education summer school teaching assistants will be called by the Director of Special Education or his/her designee from a list developed from those teaching assistants who applied for summer school positions and were not hired and indicated their desire to be substitutes. This list shall also be provided to the Union president by May 1 of each school year.

Teaching Assistants hired for summer school shall be notified by May 1st based on the approved grant(s) as of that date. A list of all summer school teaching assistants hired shall be provided to the Union President on that same date. The union president shall be notified of any additional hires after May 1.

2. Summer School Teaching assistants shall be paid based on the salary schedule for the preceding school year.

B. Catheterization

Reasonable effort shall be made to have medical personnel perform a catheterization. Any bargaining unit member who is requested to perform a catheterization because no medical personnel is available shall be trained by medical personnel in the procedure.

C. Mileage Reimbursement

Bargaining unit members cannot be required to transport students in their personal automobiles. Staff members expected to drive personal automobiles in the discharge of their duties or in service of the District shall be reimbursed at the rate allowed by the IRS per mile driven. Claims shall be made on a form provided by the Board. Claims shall be made monthly.

D. Glasses/Contact Lens Reimbursement

Employees shall be reimbursed for loss or damage of prescription glasses/contact lenses when the loss or damage occurs during the performance of the employees' duties or within the scope of employment, and is not caused by the negligence of the employee.

E. If an IEP or charting requires that a student be lifted, the employee shall be informed if the student is a multiple lift. Lifting techniques and the lift classification of the student shall be posted in the classroom. Assistance for a multi-person lift shall be provided upon the request of the teaching assistant.

F. Employees shall report to their last duty station at the beginning of the school year. Every effort will be made to notify the employee on the first day of duty of his/her assignment. Employees shall receive the tentative assignment for the current school year within ten (10) days of the start of the school year.

G. Union Leave

The Union President shall be granted time to attend state or national Federation meetings or attend to other business of the local provided that the amount of time does not exceed twenty (20) days per year. In addition, authorized Federation representatives, other than the Union President, shall be granted time to attend state or national Federation meetings or attend to other business of the local, provided that the amount of time so taken does not exceed fifteen (15) days per year.

H. In the event of a snow or an emergency day, the assistant will have the right to cash in a sick day in order to be paid for the snow or emergency day.

I. Bank Depositories

Employee's check will be deposited in any bank in Macon or Piatt counties that is equipped to accommodate the direct deposit of payroll checks. This would include the Macon County School Employees Credit Union.

J. X-Step

This X-step is intended as a one (1) year payment to qualifying retiring employees in recognition of the many years of faithful and dedicated service the employee has given to education in general and to the District and its students. In order to qualify for an X-step salary rate for the final year of employment, an employee must be eligible for IMRF retirement criteria and have been employed for at least 8-15 years (\$1,500.00), 16-20 years (\$2,000.00), 21-25 years (\$2,500.00) and 26+ years (\$3,500.00) with the Decatur Public School District 61. No later than sixty (60) days prior to the anticipated retirement date must have notified the Director of human Resources in writing that he/she will be retiring upon the specified date. The X-Step payment less applicable deductions will be made in a single lump sum upon retirement.

**ARTICLE XXIII
FAIR SHARE**

- A. All employees covered by this Agreement who are not members of the Union, commencing on the effective date of this Agreement, or upon their initial employment, and continuing during the term of this Agreement, and so long as they remain nonmembers of the Union, shall pay to the Union each month their fair share of the costs of the services rendered by the Union that are chargeable to nonmembers under state and federal law.
- B. The Union shall certify to the Board a fair share amount not to exceed the dues uniformly required of members in conformity with federal and state law and Labor Board rules.
- C. Such fair share payment by nonmembers shall be deducted by the Board from the earnings of the nonmember employees and remitted to the Union within ten (10) work days of said deduction unless required to remit a fee to the Labor Board for escrow.
- D. The Board shall cooperate with the Union to ascertain the names of all employee nonmembers of the Union from whose earnings the fair share payments shall be deducted and their work locations and shall provide the Union space to post a notice concerning fair share.
- E. The Union and the Board shall comply with the rules of the Labor Board concerning notice, objections and related matters contained in its fair share rules.

- F. Upon adoption of any Union internal appeal procedure, the Union shall supply the Board with a copy. In addition, the Union shall advise the Board of subsequent changes therein.
- G. The Union shall indemnify and hold harmless the Board, its members, officers, agents and employees from and against any forms of liability that shall arise out of, or by reason of action taken by the Board for the purposes of complying with the above provisions of this Article, or in reliance on any list, notice, certification, affidavit, or assignment furnished by the Union under any such provisions. The Union shall not be responsible for the attorney's fees of any attorney for the employer other than the attorney employed and supervised or directed by the Union.
- H. If, during the term of this Agreement, the Labor Board or a court of competent jurisdiction rules any part of this Article void or not enforceable, the Union and the Board agree to convene negotiations on this matter immediately for the sole purpose of bringing this Article into compliance with the standards or rulings of said Labor Board or court.

**ARTICLE XXIV
NO STRIKE/BARGAINING CLAUSE**

No-Strike

During the term of this Agreement, and any extension thereof, no employee covered by this Agreement, nor the Union, nor any person acting on behalf of the Union, shall ever or at any time engage in, authorize, or instigate any picketing, any recognition of any picket line at the School District's premises, any strike, slowdown or other refusal to render full and complete services to the Board, or any activity whatsoever which would disrupt in any manner, in whole or in part, the operation of the School District.

In the event of any violation or violations of any provision of this article by the Union its members or representatives:

1. Any violating employee shall be subject to discipline or discharge as determined appropriate in the sole and unilateral discretion of the Board.
2. The Union shall, upon notice from the Board, immediately direct such employees, both orally and in writing, to resume normal operations immediately and take every other reasonable effort to end any violations.
3. The Union and its members shall be liable for any damages and/or costs incurred by the School District as the result of any violation of this provision of the Agreement.

**ARTICLE XXV
JOB DESCRIPTION**

A. Definition of Terms

1. The terms “Teaching Assistants” shall be used to refer to the “non-certificated personnel” authorized by law and employed to assist in instruction, as defined in the Recognition Section.
2. “Immediate or direct supervision and control” shall refer to the teacher’s responsibility for continuous management of the teaching assistant’s activities.
3. “Instructional judgment” shall refer to the teacher’s responsibility for making the determination of a student’s scholastic activities.
4. “Continuously aware” shall denote the requirements that the teacher have full knowledge of the teaching assistant’s activities and shall be able to control or modify them at all times.

B. Utilization of Teaching Assistants

1. A teaching assistant shall be under the direct supervision and control of a fully certificated teacher when assisting with the instruction. Areas of instruction requiring such supervised assistance shall include, though are not necessarily limited to classrooms, laboratories, shops, playgrounds, organized physical education periods, libraries, if utilized in instructional settings, and such other educational settings where instructional judgment requires the supervision of a fully certificated teacher.
2. Teaching assistants shall not be utilized as substitutes for or replacements of certificated teachers, and they shall not have equivalent responsibilities. Certificated teachers shall exercise professional judgment when assigning duties, such duties not to infringe upon the “instructional judgment” reserved for teachers.
3. Teaching assistants shall be provided a list of main duties after consultation with the teacher(s) with whom the employee works. In the event the list of duties includes “restraining students”, the type of restraint to be used must be specified along with, at whose direction he/she will be called upon to assist with restraining. The District must provide training for that type of restraint. If the teacher finds it necessary to revise and/or update the list, the teacher shall first consult with the employee.
4. The list of main duties, number of hours per day and starting and ending time the employee is scheduled to work shall be provided within twenty-five (25) days of the first day of school or within twenty-five (25) days of the first day of

employment for the newly hired assistant or for assistants who have been transferred.

5. Each member of the bargaining unit shall be evaluated biannually by the building principal. Newly hired employees are to be evaluated during the first year of employment.
 6. The Principal/Administrator will complete evaluations for each bargaining unit member biannually or newly hired employees following the guidelines in Appendix A.
 7. The evaluation document in Appendix A shall be used for all bargaining unit members. All pre-conference meetings shall occur within twenty-five (25) days of the first day of school or within twenty-five (25) days of the first day of employment for the newly hired assistant.
- C. Teaching assistants are part of the team assisting in the instruction of students and the education of students.
- D. The following days shall be mandatory paid workdays for all Teaching Assistants:
1. Rally Day, Teacher Institute Day (day following Rally Day), and two (2) Professional learning Days (or comparable school improvement days) in school sites within the District.
 2. Districts in the County shall have a total of four (4) mandatory workdays which may include Registration Day, Teacher Institute Day, or School Improvement Days as established by each County District no later than August 15th of each year.

These days shall be in addition to all student instructional days.

- E. An assistant who holds a teaching certificate may internally substitute for a certified employee and receive the substitute teacher rate of pay or his/her regular rate of pay whichever is greater. No assistant shall be required to provide substitute teacher service. If an assistant substitutes for a teacher then all attempts will be made to provide a substitute-teaching assistant to work in the place of that assistant. If no substitute assistant is available the assistant will be paid an additional \$25.00.

ARTICLE XXVI

HOURLY RATE OF PAY FOR 2009-2010

CATEGORY	Years 1-4	Years 5-9	Years 10-14	Years 15-19	Years 20+
LPN	\$15.41	\$15.81	\$16.24	\$17.32	\$17.70
Sixty College Hours/Highly Qualified	\$15.41	\$15.81	\$16.24	\$17.32	\$17.70
Sixty-One to Ninety College Hours	\$16.69	\$17.17	\$17.57	\$18.04	\$18.40
Ninety-One+ College Hours	\$17.87	\$18.35	\$18.78	\$19.27	\$19.64
College Degree	\$19.13	\$19.61	\$20.05	\$20.56	\$20.92
Sign Language Interpreter – Sixty College Hours/Highly Qualified	\$16.25	\$16.67	\$17.07	\$17.51	\$17.88

HOURLY RATE OF PAY FOR 2010 - 2011

CATEGORY	Years 1-4	Years 5-9	Years 10-14	Years 15-19	Years 20+
LPN	\$16.02	\$16.45	\$16.89	\$18.01	\$18.41
Sixty College Hours/Highly Qualified	\$16.02	\$16.45	\$16.89	\$18.01	\$18.41
Sixty-One to Ninety College Hours	\$17.36	\$17.86	\$18.27	\$18.76	\$19.14
Ninety-One+ College Hours	\$18.58	\$19.08	\$19.53	\$20.04	\$20.43
College Degree	\$19.90	\$20.39	\$20.85	\$21.38	\$21.76
Sign Language Interpreter – Sixty College Hours/Highly Qualified	\$16.90	\$17.34	\$17.75	\$18.21	\$18.59

HOURLY RATE OF PAY FOR 2011-2012

CATEGORY	Years 1-4	Years 5-9	Years 10-14	Years 15-19	Years 20+
LPN	\$16.63	\$17.06	\$17.53	\$18.68	\$19.10
Sixty College Hours/Highly Qualified	\$16.63	\$17.06	\$17.53	\$18.68	\$19.10
Sixty-One to Ninety College Hours	\$18.01	\$18.53	\$18.95	\$19.46	\$19.85
Ninety-One+ College Hours	\$19.28	\$19.80	\$20.26	\$20.79	\$21.19
College Degree	\$20.64	\$21.16	\$21.63	\$22.18	\$22.58
Sign Language Interpreter – Sixty College Hours/Highly Qualified	\$17.54	\$17.99	\$18.41	\$18.90	\$19.29

Employees who complete one hundred and thirty-six (136) duty days within a school year shall receive one (1) full year’s credit on the salary schedule.

Beginning with the 2003-2004 school year Teaching Assistants in Alternative Placement Rooms will receive an additional \$.75 cents an hour applicable to the assistants’ category and years of experience.

Beginning with the 2006-2007 school year LPN assistants with 60 college hours/Highly Qualified or more will be paid based on their college hours and years of experience and will receive an additional .75 an hour.

Beginning with the 2006-2007 school year sign language interpreters with 61+ college hours will be paid based on their college hours and years of experience.

Beginning with the 2009-2010 school year sign language interpreters will be paid an additional .75 cents an hour after successful completion of either test recognized by the state of Illinois. The district must receive such verification. This increase will be retroactive to date of test.

DURATION OF AGREEMENT

The provisions of this Agreement shall be effective July 15, 2009 and shall continue in effect through July 14, 2012 at which date it will expire.

IN WITNESS WHEREOF, the parties here unto set their hands and seals this

_____ day of _____, 2009.

DECATUR FEDERATION OF TEACHING ASSISTANTS, LOCAL #4324

Chairman _____

Committee Member _____

BOARD OF EDUCATION, DISTRICT NO. 61

President _____

Secretary _____

Chairman, Negotiating Team _____

Negotiating Team _____

SIDE LETTER

DCFS NOTIFICATION

It is the policy of the Board that each employee complies with the DCFS notification requirements. However, in order that the building principal is aware of possible abuse cases which may result in a DCFS investigation, each employee who reports or intends to report to DCFS is asked to inform his/her building principal.

HOLIDAYS

The Board and the Union agree that in the event any of the holidays in Article XVIII cease to be legal holidays, the days will cease to be days off with pay. However, the Board and the Union agree to negotiate the impact of such a change.

EXTENDED WORKDAY

The Board and the Union agree that in the event a Bargaining Unit Member is required to participate in school related activities that extend beyond the assistants normal workday said Bargaining Unit Member shall be compensated in accordance with their hourly rate of pay with prior approval of the Director of Human Resources. In the event, the Bargaining Unit Member is not required to participate in activities that extend the day said Bargaining Unit Members shall be compensated for their normal workday.

LETTER OF UNDERSTANDING:

This letter of understanding is not part of the Agreement between the Board of Education and the Decatur Federation of Teaching Assistants and is not subject to the grievance process.

The Decatur Board of Education No. 61 and the Decatur Federation of Teaching Assistants agree that shared decision making should be fostered and promoted in accordance with the provisions contained herein.

1. The District and the Union believe that the arrangements which provide an increased role for employees to make decisions on matters that affect them can foster the exchange of ideas and information that is necessary to improve education for students and to increase employee job performance, satisfaction and morale.

The District and the Union agree that better decisions will be made and should be fostered through shared decision making procedures at all sites in the District. To this end, the District and the Union will promote and assist employees in the development of shared decision making processes and procedures across the District.

2. In support of these goals, the parties agree that the Superintendent, Federation President and any additional representatives designated by the District and the Union, respectively, shall meet when necessary for the following purposes:
 - a. Facilitate the implementation of the District No. 61 Site-Based Decision Making model through this and other agreements between the District and the Union regarding shared decision making. This may include seeking waivers of the Collective Bargaining Agreement where deemed appropriate by both parties through processes established by each party.
 - b. Assess the impact of Site-Based Decision making activities on the use of time and its impact on job responsibilities.
 - c. Provide necessary resources and ensure that reasonable financial resources are made available to each site as the staff prepares for and implements Site-Based Decision Making procedures and plans.
 - d. Advise and assist, as needed, District committees and schools in the development of their procedures, processes and structures for shared decision making.
3. Concerns of either party relating to shared decision making will be considered appropriate subjects for further examination by the parties during successor agreement negotiations.

Either party may, at any point, notify the other of its intent to withdraw from this Memorandum of Understanding and Agreement. Said party will provide written notification to the other of its

intent, allowing a sixty (60) day waiting period. During this waiting period, the District and Federation representatives will come together to attempt to identify and resolve differences.

APPENDIX A

**Teaching Assistant Appraisal Process
Decatur Public Schools
Decatur, Illinois**

Teaching Assistant _____ **Position** _____

Appraisal Period _____ **Assignment** _____

Principal/Administrator _____ **Supervisor Teacher** _____

AN EMPLOYEE APPRAISAL PROGRAM

The Decatur School District #61 Teaching Assistant Appraisal Process is based on the premise that professional growth is essential for the improvement of the classified staff member's performance appraisal procedure. By providing the teaching assistant with clear, well-defined expectations and on-going feedback, the appraisal process should develop and maintain highly-qualified teaching assistants. This process should be continuous and constructive and should take place in an atmosphere of mutual trust, support and respect.

The Teaching Assistant Appraisal Process is an evaluation process that supports and enhances the goals of District #61 and the State of Illinois, seeking to improve classroom instruction, student achievement and recognition of professional development of the teaching assistant staff.

This evaluation tool has been designed to focus feedback and communication on performance standards as well as to give each Teaching Assistant the opportunity to reflect on his/her own practice and performance.

The purpose of our Teaching Assistant appraisal Process is to achieve the following:

4. To ensure positive interaction, quality instruction, and learning for all students
5. To provide a common understanding of the standards for performance
6. To provide support to staff members in order to improve professional competency
7. To provide accountability for building decisions
8. To encourage professional growth

General Procedural Guidelines for Appraisal Process

- A. Evaluations of the Teaching Assistant will occur once every two (2) years per contractual agreement between the Board of Education of Decatur, District #61, Macon County, Illinois, and the Decatur Federation of Teaching Assistants, Local #4324, Illinois Federation of Teachers, AFL-CIO.
- B. The Principal/Administrator will complete evaluations of the Teaching Assistant with input from the Supervising Teacher.
- C. The Pre-Conference Meeting, using the Appraisal Tool, will take place between the Teaching Assistant and the Principal/Administrator. This meeting will occur for all Teaching Assistants in the appraisal cycle. This meeting can be held as a large group session between the Principal/Administrator and the Teaching Assistants in the appraisal cycle. All pre-conference meetings shall occur within twenty-five (25) days of the first day of school or within twenty-five (25) days of the first day of employment for the newly hired assistant.
- D. A list of main duties, number of hours worked and starting and ending time the employee is scheduled to work shall be provided within twenty-five (25) days of the first day of school or within twenty-five (25) days of the first day of employment for the newly hired assistant or for assistants who have been transferred.
- E. The evaluation will be discussed between the Teaching Assistant and the Principal/Administrator at a Post-Conference. This shall take place by April 1st or any termination date prior to April 1st.
- F. Any deviation above or below “Satisfactory” shall be documented by citing supporting information.
- G. No employee shall be subject to discipline, suspension or discharge without cause. When possible, oral warnings shall be given prior to other disciplinary actions.
- H. The original Appraisal Form will be returned to the Director of Human Resources of the Decatur Public School District #61. A copy will be provided to the Teaching Assistant.

Name: _____ Position: _____

Building: _____ Appraisal Period: _____

	<i>Excellent</i>	<i>Satisfactory</i>	<i>Unsatisfactory</i>
1. Quantity of Work	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Amount of work produced is consistent. Efficient use of time and resources.	Volume of work produced exceedingly high – well organized. Able to use time and resources efficiently.	Consistent in the use of time and resources. Able to innovate in job responsibilities.	Inconsistent in the use of time and resources. Lack of organizational skills.

Comments: _____

2. Quality of Work	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Work produced is neat and accurate. Tasks consistently completed in an efficient manner.	Quality significantly excellent also unusually precise and accurate.	Consistently neat and accurate.	Relatively neat, yet often inaccurate.

Comments: _____

3. Job Skills and Knowledge	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Education, job training, and experience provide necessary job skills. Understanding of performance responsibilities and related work.	Exceptional knowledge of job. Able to assist in making changes and suggestions to better the educational services. Organizes and plans ahead.	Understands job thoroughly. Is able to grasp and react to changes as they occur. Competent skills.	Displays an awareness of most job procedures and duties that need to be completed. Requires supervision to perform acceptably.

Comments: _____

4. Initiative/Work Habits	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resourceful and creative in position. Does required work without direct supervision. Willing to work above and beyond requirements.	Fully anticipates and initiates actions to complete tasks and job assignments.	Consistently shows initiative in beginning and completing tasks.	Rarely exhibits initiative in beginning or completing assigned tasks.

Comments: _____

	<i>Excellent</i>	<i>Satisfactory</i>	<i>Unsatisfactory</i>
5. Adaptability	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Able to adapt to situations and changes as they occur and still function to maintain consistency and efficiency. Is able to accept directives.	Adapts to all situations efficiently. Maintains harmonious and positive learning environment.	Frequently adapts to the unexpected and accepts additional responsibilities with ease.	Does not adapt to changes and situations as they occur. Unwilling to accept directives as part of job.

Comments: _____

	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Communication Skills	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ability to interchange thoughts, impart information, and communicate in a professional manner.	Communicates in a highly professional manner to achieve positive public relations and maintains standards of confidentiality.	Written and/or oral communication consistently precise and accurate. Sound judgment in discussing issues. Meets public in a professional manner.	Lacks necessary skills in oral and written communication. Uses poor judgment in discussing issues.

Comments: _____

	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Personal Appearance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Well Groomed, appropriate dress for work performed.	Outstanding neatness and cleanliness. Appropriate dress and appearance with demonstrate pride in oneself and position.	Consistently neat, clean, and appropriately dressed.	Dress is careless. Inappropriate for position. Appearance is disheveled. Personal hygiene is lacking.

Comments: _____

	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Attitude/Collaboration	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Interest, cooperation, and enthusiasm shown in work.	Excellent attitude toward colleagues and public. Enthusiastic about job responsibilities. Cooperative and a team worker.	Is cooperative, positive and communicative with colleagues and general public. Respects chain of command.	Cooperative with staff, visitors, and patrons, most of the time.

Comments: _____

	<i>Excellent</i>	<i>Satisfactory</i>	<i>Unsatisfactory</i>
9. Attendance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Employee is alert, prompt and dependable, arrives and departs according to schedule, notifies office prior to absence or tardiness.	Is thoroughly alert, dependable and reliable. Conscientious and gives freely of time to perform job. Commendable attendance pattern.	Good attendance patterns. Arrives and departs on time. Follows procedure for absences by contacting Principal and/or Administrator.	Irregular attendance. Often arrives late to work or leaves early. Does not follow contractual day.
Comments: _____			
10. Dependability	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Performance on the job is reliable. Is dependable in promoting good will between all parties.	Can be counted on at all times. Very reliable. Exceptional degree of competence and high degree of trustworthiness.	Assignments require little or no need for verification check. Occasionally anticipates work to be completed and takes steps to complete these tasks.	Assignments require verification checks. Deadlines usually met. Attempts to complete tasks assigned.
Comments: _____			
11. Works Well With Students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Deals well with students. Is kind, considerate, fair and firm.	Consistently works well with students. Excellent rapport with students. Displays high level of respect for all students. Exceptional level of classroom management.	Works with students in a pleasant, professional manner. Displays respect for all students. Effectively maintains control of classroom.	Lacks empathy and patience with students. Ongoing incidents with students. Lacks classroom control.
Comments: _____			
12. Professional Development	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Continues to seek opportunities for educational and professional growth.	Participates in optional educational and/or professional activities.	Participates in educational and/or professional development activities only as required.	Does not seek out or participate in educational and/or professional development activities.

Comments: _____

Pre-Conference Date: _____

Administrator comments relative to the Pre-Conference (optional)

Teaching Assistant Initials: _____ Supervisor Initials _____

Post-Conference Date: _____

Administrative comments relative to the Post-Conference (optional):

Teaching Assistant Comments (optional):

Signatures:

Teaching Assistant _____ Date _____

Supervising Teacher _____ Date _____

Principal/Administrator _____ Date _____

Signatures indicate completion of the evaluation process, not necessarily agreement.

