

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

July 1, 2019

through

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**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, mail boxes, and email 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 she 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, including any supplements and presentation documents made available to Board members, 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 three (3) years of the date of such a review, unless the reprimand or negative notation potentially exposes the District to long-term liability.

## **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 has 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 115 ILCS 5/1 et seq. 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.

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. Disciplinary response from the employer for misuse or exhaustion of leave shall not require two-day notification or subsequent fact-finding meeting.
  - 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) calendar 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, etc.
2. The discharge of an employee will be handled in the following manner:
- a. When the Superintendent or his/her designee determines to discharge an employee, the employee shall be sent home without pay pending board action. Written notification of suspension without pay pending board action shall be given to the employee and the Union President. Written notice shall include reason(s) for suspension.
  - b. The employee shall have the right to a hearing prior to dismissal.
  - c. Discharge of an employee may be subject to the grievance procedure.

**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. The following shall be mandatory paid workdays for all Teaching Assistants:
- 1. The three work days, immediately before the first day of student attendance shall be required work days. As appropriate, all teaching assistants will complete all expected required

trainings before students arrive. Required trainings include annual mandated online trainings and tests, trainings needed for specified teaching assistant duties (i.e. medical training for LPN/TAs, lifting training for Essential Skills TAs, etc), including building meetings where specific expectations for staff are explained. The training schedule shall be set no later than August 1<sup>st</sup> of each school year. All employees shall be notified of the date of meetings via District email. The District shall provide access to electronic devices for online trainings.

2. Districts in the County shall have a total of three (3) mandatory work days which may include Registration Day, Teacher Institute Day, or School Improvement Days as established by each County District no later than August 1 of each year.

3. These days shall be in addition to all student instruction days.

## B. REQUIRED TRAININGS

1. If a Supervisor requires attendance at any training outside of assigned workday hours, the Board shall pay the employee's hourly rate for the time of attendance, and will not be charged as in-service hours.

2. All teaching assistants working in a Decatur Public School shall register for trainings and in-service on the district's online software. County Employees shall receive written notification of all trainings and instructions, approval requirements and registration process in lieu of the district's online software.

3. All required trainings needed to satisfactorily perform job duties must be provided by September 30 of the school year, or within 30 calendar days of the employee's hiring date, if hired after the beginning of the school year. Time spent in such training shall not be counted as optional in-service time. Employees who have not received job related optional trainings, shall not be required to perform those specific duties.

## C. OPTIONAL USE OF IN-SERVICE HOURS

1. Teaching Assistants receive optional In-service hours on the first day of school. Such hours may be used until the end of the fiscal year (June 30), at which time they expire. Teaching Assistants may request to attend conferences and in-service activities for professional development. Teaching Assistants may be approved to attend up to twenty-four (24) hours of such conferences or in-services per year. A Teaching Assistant shall not be denied the opportunity to attend those in-service hours if requested.

2. Members of the bargaining unit shall be paid their hourly rate of pay if they attend the District's in-service sessions and may attend the hours as provided for in 1 above which shall be tracked on the district's online software when applicable. County employees shall receive written notification of all trainings and instructions, approval requirements and registration process in lieu of the district's online software.

3. All District sponsored in-services, including (but not limited to) all Macon-County Special Education District professional development opportunities, shall be advertised on the district's online software.
4. Members of the bargaining unit shall be paid their hourly rate of pay, with prior approval of the building administrator, to register for and attend non-district trainings/workshops. If the building administrator does not approve, the employee may appeal to the Director of Human Resources. Approved time shall be deducted from the in-service time allotted in Section C.1.
5. Professional Development Activities. Bargaining unit members who participate in professional development activities in their buildings shall be paid for those activities that occur during that employee's work time. Any activity that occurs outside of the employee's regularly scheduled workday shall be counted as in-service time and shall be paid provided they have available hours according to Article XI.C. These activities shall not include faculty meetings, open houses, family nights, or events that do not include professional development.

## **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 commenced 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 school year. If the employee is on approved leave for the first day of school, sick leave days shall be pro-rated based on actual days worked for the school year.
2. Employees who begin work after the school 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 0.25, 0.50, and 0.75 hours.
6. Deduction for approved 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.
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 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. Employees may retain insurance coverage during the time of the leave at their expense.

#### B. Funeral Leave

Absence for attendance at funerals shall be allowed using 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.

An employee wishing to attend the funeral of a currently enrolled student or a current staff member will not be charged a sick day to attend the funeral. Employees shall make arrangements with the building administrator and with the cooperation of other employees to cover the responsibilities of the employee allowed to attend. Arrangements are acceptable provided they do not require a full day of absence or the hiring of a substitute.

#### 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. An 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. No reason needs to be provided for the personal 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. The request must be made in writing. 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 one (1) full year.
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. Employees shall be notified in writing of Board's decision and a copy sent to the Union President within seven (7) business days from the date of the Board's decision.
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. The employee shall be considered displaced as per Article XV, Section C. An employee who terminates a leave during the school year must apply for and be appointed to a vacant position.
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/her family. A written statement of need from a physician shall accompany his/her 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.

6. Notice to Union and Member

The Director of Human Resources shall provide written notice of Board decisions of any of the above listed leaves to the affected employee and Union President within seven (7) business days from the date of the Board's decision.

**ARTICLE XV  
TRANSFERS**

- A. *Voluntary*: Employees shall be eligible to apply for transfer, and shall be interviewed prior to 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. Employees are limited to one (1) voluntary transfer each school year.
- 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. A displaced employee is one who has not been RIFed, but who has lost his or her current position. The displaced employee(s) will be provided a list of open positions for the following school year. The most senior displaced employee will select a position from the list followed by the next senior employee and so on until there are no open positions left. The displaced employee(s) are not required to interview for positions. The district will give the displaced employee(s) priority for all open 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 school year. Positions not filled with a displaced employee shall then be posted.

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 attend a meeting to select positions for which they are qualified or interested. 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 a position until the end of the current school year.

D. Posting of Open Positions:

After displaced employees have been placed, and all qualified RIFed employees have been recalled per 105 ILCS 5/10-23.5, all remaining positions shall then be posted. Bargaining unit members seeking to transfer 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; and 2) new hires.

**ARTICLE XVI  
VACANCIES**

Vacancies shall be posted as they occur 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.

District positions shall be posted for at least three (3) days. Postings shall be both internal and external.

**ARTICLE XVII  
SENIORITY**

- A. Seniority shall be defined as length of continuous service to the district. The seniority date of an employee shall be the first day of employment under this agreement. The date of board

action will break any ties in seniority, followed by a lottery. If necessary, a lottery will be held involving all of the employees with the same seniority where names will be written on a piece of paper and drawn out one by one with the first name being the most senior.

- 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. East 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	New Year's Day
Columbus Day	Martin Luther King, Jr.'s Birthday
Veterans Day	Lincoln's Birthday
Thanksgiving Day	Spring Break Day
Friday after Thanksgiving Day	Casimir Pulaski Day
Christmas Day	Memorial Day

- B. If any of the above legal holidays ceases to be a legal holiday, they will cease to be days off with pay. However, the Board and Union agree to negotiate the impact of such a change.
- 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. Crossing guard positions shall be posted on the District's website. Teaching assistants who qualify for the assignment will be paid at their hourly teaching assistant rate.
- B. 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. Beginning with the 2013-2014 school year, K/1 Assistants will be reinstated to 6 hours.

- C. Members of the bargaining unit who work five (5) hours or more shall have at least a thirty-minute duty-free lunch hour.
- D. All hours worked under the terms of this Agreement shall be counted for benefits, rights and salary.
- E. Every effort shall be made to schedule consecutive hours for all members of the bargaining unit.
- F. **EXTENDED WORKDAY** The Board and 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.

## **ARTICLE XX REDUCTION-IN-FORCE**

### Procedures for Reduction-In-Force:

1. Reduction-In-Force decisions shall be made pursuant to 105 ILCS 5/10-23.5.
2. There shall be seven (7) 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. The seventh category shall be bargaining unit members employed as braillists.
3. Employees so dismissed and so recalled shall retain all accrued sick leave.
4. Qualifications for positions shall be known before reduction-in-force takes place.
5. Employees so dismissed have the right to apply for any posted vacancy for which they qualify.
6. 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.
7. 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. The voluntary life insurance payments shall be taken out over eighteen (18) pay periods.

### **B. Health Insurance Coverage**

1. The Board of Education will continue to provide for each employee the health insurance plan in effect for the teaching staff. Employees working 25 hours or more per week will have an insurance policy covering hospital and medical costs. Health insurance coverage for the family of staff members will be on an optional basis. In the event insurance coverage is revised or premiums change during the annual renewal, the coverage will include the same subsidy as provided in the Decatur Education Association Teachers' contract. Any employee working less than 25 hours per week, but 15 or more hours per week, will be provided the same coverage if they wish to pay one-half of the premium. The employee paid portion of the premium shall be sheltered under Section 125 of the Internal Revenue Code. The insurance payments shall be taken out over eighteen (18) pays. There shall be at least one open enrollment period each year.
2. Transition: During the 2020-21 school year, teaching assistants who have elected to participate in the health insurance plan will remain on the \$500 deductible plan through December 31, 2020. The employee premium rate shall be calculated based upon the less expensive, \$750 deductible plan tiers provided to teachers. Teaching assistants will transition to the \$1,000 deductible plan on January 1, 2021 as afforded to Teachers. In addition, teaching assistants will have access to the optional High Deductible Plan beginning January 1, 2021. Beginning in the school year 2020-21, teaching assistants will be offered the same wellness bonus provided teachers for participation in the District's blood draw program.
3. The health and medical insurance coverage which is presently in effect will be on an optional basis for teaching assistants who retire from the Decatur School District. Retirees who opt to participate in the employee group health insurance plan will pay the entire annual premium imposed by the insurance carrier. Coverage will end when the retiree reaches the age of 65. Health insurance for the family of the retiree will be on an optional basis for those who had family insurance upon retirement. Retirees who opt for this coverage will pay the entire premium. Coverage will end when the retiree or dependent reaches Medicare coverage age.
4. 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.

5. 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 excluded 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.

6. If the District Insurance Committee considers any change to insurance, during the term of this contract or between contracts, the Insurance Committee and the Board will reduce to writing any proposed changes. Decision making shall be made through 80% agreement of voting members of the District Insurance Committee. DFTA shall be entitled to one vote for each one hundred DFTA members or portion thereof. Any member may send a proxy to vote, and voting shall be limited to one vote per member present. Upon ratification of DEA membership, the proposed changes will be taken to the Board for approval.
7. Liability Insurance: The employer shall provide all teaching assistants coverage for acts committed within the scope of their employment under the Board's approved liability insurance policy.

## **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.
2. Special Education Summer School Positions  
  
Essential skills and LPN Assistants shall have first priority for the assignment of summer school positions, based on seniority and qualifications.
3. Substitute summer school teaching assistants will be called by the Director of Summer

School, the Director of Special Education, or his/her designee from respective lists 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 10 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 10.

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

B. 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.

C. 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.

- D. 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.

E. Tuition Reimbursement

All regularly employed members of the bargaining unit seeking a professional educator's license (regular, school nurse or special education, not substitute license) may apply for tuition reimbursement. Approval shall be on a first come, first approved basis. If the pool is not fully depleted in any given year (July 1 to June 30), the pool will revert to a zero balance. To be eligible to receive reimbursement, the applicant shall:

1. Apply by fully completing the Union Tuition Reimbursement Form and presenting it to the Department of Human Resources no later than September 1 for the fall term classes, not later than February 1 for spring term classes and not later than June 1 for summer term classes in any school year. If the program the employee is enrolled in has different start dates, the District and the Union may mutually agree to different dates. The Superintendent or designee shall promptly approve or deny requests.
2. Demonstrate enrollment in an educational degree program at an institution of higher education recognized by ISBE for full teacher or school nurse licensure (not substitute

licensure) and which degree program in the case of teacher licensure has an ISBE approved student teaching component or other program completion requirements as defined by ISBE.

3. Demonstrate completion of the course work previously approved by the Superintendent or designee by submitting an official transcript/grade card showing the course work successfully completed with a grade of B or better.

If the above conditions are met, an applicant approved for reimbursement shall receive an amount not to exceed cost of tuition or a maximum of \$1,000 per academic year.

Any employee who receives reimbursement hereunder and who resigns or retires from the District within two (2) calendar years of receipt of such funds shall reimburse the District for the amount received.

Any of the above requirements may be waived at the discretion of the Superintendent and upon approval of the Union. The employee shall be obligated to fund the pool in the amount of \$15,000 in the 2019-2020 school year and \$15,000 in each year thereafter. Funds will be expended from the pool on a first come, first served basis. Approvals or denials shall be delivered to each applicant in a timely manner, with a copy to the Union President.

#### F. 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 ten (10) 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. Every effort will be made to bargain outside the contractual work day. Should the need arise to bargain during the contractual work day and union leave has been exhausted, the parties will discuss.

#### G. Snow or Emergency Day

In the event of a snow or an emergency day, the assistant will have the right to cash in a sick day if the day is not made up in the school calendar in order to be paid for the snow or emergency day. When the district declares an emergency or interrupted day and does not intend to make up the day and sends teaching assistants home, the teaching assistant may cash in an equal number of sick hours as were lost by reason of the emergency or interrupted day. Such hours shall be paid in the same pay period as the ones wherein the hours were lost, whenever feasible.

#### H. 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. Employees shall receive an electronic notification for any stipends, mileage, and/or other reimbursements.

I. X-Step

This X-step is intended as 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, 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. The employee shall have two options. Option one: No later than sixty (60) calendar days prior to the anticipated retirement date the employee 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 more than 61 days after retirement (or such time period as IMRF shall designate as necessary to make the payment non-creditable earnings). Option two: the employee may elect to give notice on or before May 1 at least two years before the employee's intended retirement, which will result in the employee receiving \$750 paid in substantially equal installments in each of his or her final two years of employment and remaining X-step payment paid more than 61 days after retirement (or such time period as IMRF shall designate as necessary to make the payment non-creditable earnings). Any employee who does not have two years left before retirement may only select option one.

Any employee having already provided notice or providing notice on or before February 1, 2016 of his/her retirement during the 2015 – 2016 school year, and who is eligible to receive the X-Step, shall be allowed to maximize their IMRF creditable earnings as per the language in the 2012 – 2015 collective bargaining agreement.

I. IMRF

Staff members who participate in the Illinois Municipal Retirement Fund will be granted an increase in gross earnings according to the following schedule:

Years of District Experience	Percentage
17	0.5%
18	1.0%
19	1.5%
20	2.0%
21	2.5%
22	3.0%
23	3.5%
24	4.0%
25	4.5%

J. All new hires shall be placed at year one (1) of the current salary schedule. Placement above Step 1 will occur only after collaboration with the Union President.

K. The Union President shall appoint one (1) bargaining unit member and an alternate to serve as a member of the District's Discipline Action Committee.

L. Protection of Staff

The school district shall comply with 105 ILCS 5/24-24 (Maintenance of Discipline) and 105 ILCS 5/10-20.20 (Protection from Suit).

**ARTICLE XXIII  
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 XXIV  
JOB DESCRIPTION**

A. Definition of Terms

1. The terms "Teaching Assistants" shall be used to refer to the "paraprofessional educator" authorized by law, qualified by the State Board of Education requirements for paraprofessionals, and employed to assist in instruction and supervision, 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 or administrator have full knowledge of the teaching assistant's activities and shall be able to control or modify them at all times.
5. "Work Hours" shall refer to the person's signed list of main duties, number of hours per day, and starting and ending time the employee is scheduled to work per Article XXV Section B.4.

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, lunchroom, 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 fifteen (15) work days of the first day of school or within fifteen (15) work days of the first day of employment for the newly hired assistant or for assistants who have been transferred.
5. 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.
6. Each member of the bargaining unit shall be evaluated biannually by the building principal or administrator. Newly hired employees are to be evaluated during the first year of employment.
7. The Principal/Administrator will complete evaluations for each bargaining unit member biannually or newly hired employees following the guidelines in Appendix A.

8. The evaluation document in Appendix A shall be used for all bargaining unit members. All pre-conference meetings shall occur within fifteen (15) work days of the first day of school or within fifteen (15) work days of the first day of employment for the newly hired assistant.
9. Teaching assistants are part of the team assisting in the instruction and supervision of students and the education of students.
10. 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 XXV  
HOURLY RATE OF PAY**

- 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. Employees who completed this requirement in FY19 shall receive two steps on the FY21 schedule.
- Teaching Assistants employed as Behavioral Specialists' Assistants will receive an additional \$0.75 an hour applicable to the assistants' category and years of experience.
- Qualified Sign Language Interpreters and Licensed Practical Nurses (LPNs) who hold teaching assistant credentials shall be paid from the Sign/LPN column. Qualified Sign Language Interpreters and LPNs with a BA Degree shall receive \$1.50 more per hour.

## HOURLY RATE OF PAY FOR 2020-21

	<b>60 College</b>	<b>61-90 College</b>	<b>91+ College</b>	<b>BA College</b>	<b>Sign/LPN</b>
Step 1	18.04	19.54	20.91	22.39	22.41
Step 2	18.79	20.29	21.66	23.14	23.16
Step 3	19.54	21.04	22.41	23.89	23.91
Step 4	20.14	21.67	23.07	24.58	24.34
Step 5	20.76	22.32	23.74	25.28	24.79
Step 6	21.40	22.99	24.45	26.02	25.24
Step 7	21.78	23.40	24.89	26.50	25.69
Step 8	21.78	23.40	24.89	26.50	25.69
Step 9	21.78	23.40	24.89	26.50	25.69
Step 10	21.78	23.40	24.89	26.50	25.69
Step 11	22.29	24.01	25.51	27.10	26.31
Step 12	22.84	24.51	26.05	27.65	26.85
Step 13	22.84	24.51	26.05	27.65	26.85
Step 14	22.84	24.51	26.05	27.65	26.85
Step 15	22.84	24.51	26.05	27.65	26.85
Step 16	22.84	24.51	26.05	27.65	26.85
Step 17	23.36	25.10	26.66	28.29	26.85
Step 18	23.36	25.10	26.66	28.29	26.85
Step 19	23.36	25.10	26.66	28.29	26.85
Step 20	24.18	25.10	26.66	28.29	27.47
Step 21	24.18	25.10	26.66	28.29	27.47
Step 22	24.67	25.56	27.14	28.76	27.94
Step 23	24.67	25.56	27.14	28.76	27.94
Step 24	24.67	25.56	27.14	28.76	27.94
Step 25	24.67	25.56	27.14	28.76	27.94
Step 26	24.67	25.56	27.14	28.76	27.94
Step 27	24.78	25.67	27.25	28.89	28.07
Step 28	24.78	25.67	27.25	28.89	28.07
Step 29	24.78	25.67	27.25	28.89	28.07
Step 30	24.78	25.67	27.25	28.89	28.07
Step 31	24.78	25.67	27.25	28.89	28.07
Step 32	24.91	25.79	27.37	29.01	28.20
Step 33	24.91	25.79	27.37	29.01	28.20
Step 34	24.91	25.79	27.37	29.01	28.20
Step 35	24.91	25.79	27.37	29.01	28.20
Step 36	24.91	25.79	27.37	29.01	28.20
Step 37	24.91	25.79	27.37	29.01	28.20
Step 38	24.91	25.79	27.37	29.01	28.20
Step 39	24.91	25.79	27.37	29.01	28.20
Step 40	24.91	25.79	27.37	29.01	28.20
Step 41	24.91	25.79	27.37	29.01	28.20

## HOURLY RATE OF PAY FOR 2021-22

	<b>60 College</b>	<b>61-90 College</b>	<b>91+ College</b>	<b>BA College</b>	<b>Sign/LPN</b>
Step 1	18.32	19.82	21.19	22.67	22.69
Step 2	19.04	20.54	21.91	23.39	23.41
Step 3	19.79	21.29	22.66	24.14	24.16
Step 4	20.54	22.04	23.41	24.89	24.91
Step 5	21.14	22.67	24.07	25.58	25.34
Step 6	21.76	23.32	24.74	26.28	25.79
Step 7	22.40	23.99	25.45	27.02	26.24
Step 8	22.78	24.40	25.89	27.50	26.69
Step 9	22.78	24.40	25.89	27.50	26.69
Step 10	22.78	24.40	25.89	27.50	26.69
Step 11	22.78	24.40	25.89	27.50	26.69
Step 12	23.29	25.01	26.51	28.10	27.31
Step 13	23.84	25.51	27.05	28.65	27.85
Step 14	23.84	25.51	27.05	28.65	27.85
Step 15	23.84	25.51	27.05	28.65	27.85
Step 16	23.84	25.51	27.05	28.65	27.85
Step 17	23.84	25.51	27.05	28.65	27.85
Step 18	24.36	26.10	27.66	29.29	27.85
Step 19	24.36	26.10	27.66	29.29	27.85
Step 20	24.36	26.10	27.66	29.29	27.85
Step 21	25.18	26.10	27.66	29.29	28.47
Step 22	25.18	26.10	27.66	29.29	28.47
Step 23	25.67	26.56	28.14	29.76	28.94
Step 24	25.67	26.56	28.14	29.76	28.94
Step 25	25.67	26.56	28.14	29.76	28.94
Step 26	25.67	26.56	28.14	29.76	28.94
Step 27	25.67	26.56	28.14	29.76	28.94
Step 28	25.78	26.67	28.25	29.89	29.07
Step 29	25.78	26.67	28.25	29.89	29.07
Step 30	25.78	26.67	28.25	29.89	29.07
Step 31	25.78	26.67	28.25	29.89	29.07
Step 32	25.78	26.67	28.25	29.89	29.07
Step 33	25.91	26.79	28.37	30.01	29.20
Step 34	25.91	26.79	28.37	30.01	29.20
Step 35	25.91	26.79	28.37	30.01	29.20
Step 36	25.91	26.79	28.37	30.01	29.20
Step 37	25.91	26.79	28.37	30.01	29.20
Step 38	25.91	26.79	28.37	30.01	29.20
Step 39	25.91	26.79	28.37	30.01	29.20
Step 40	25.91	26.79	28.37	30.01	29.20
Step 41	25.91	26.79	28.37	30.01	29.20

## HOURLY RATE OF PAY FOR 2022-23

	<b>60 College</b>	<b>61-90 College</b>	<b>91+ College</b>	<b>BA College</b>	<b>Sign/LPN</b>
Step 1	18.50	20.00	21.37	22.85	22.87
Step 2	19.32	20.82	22.19	23.67	23.69
Step 3	20.04	21.54	22.91	24.39	24.41
Step 4	20.79	22.29	23.66	25.14	25.16
Step 5	21.54	23.04	24.41	25.89	25.91
Step 6	22.14	23.67	25.07	26.58	26.34
Step 7	22.76	24.32	25.74	27.28	26.79
Step 8	23.40	24.99	26.45	28.02	27.24
Step 9	23.78	25.40	26.89	28.50	27.69
Step 10	23.78	25.40	26.89	28.50	27.69
Step 11	23.78	25.40	26.89	28.50	27.69
Step 12	23.78	25.40	26.89	28.50	27.69
Step 13	24.29	26.01	27.51	29.10	28.31
Step 14	24.84	26.51	28.05	29.65	28.85
Step 15	24.84	26.51	28.05	29.65	28.85
Step 16	24.84	26.51	28.05	29.65	28.85
Step 17	24.84	26.51	28.05	29.65	28.85
Step 18	24.84	26.51	28.05	29.65	28.85
Step 19	25.36	27.10	28.66	30.29	28.85
Step 20	25.36	27.10	28.66	30.29	28.85
Step 21	25.36	27.10	28.66	30.29	28.85
Step 22	26.18	27.10	28.66	30.29	29.47
Step 23	26.18	27.10	28.66	30.29	29.47
Step 24	26.67	27.56	29.14	30.76	29.94
Step 25	26.67	27.56	29.14	30.76	29.94
Step 26	26.67	27.56	29.14	30.76	29.94
Step 27	26.67	27.56	29.14	30.76	29.94
Step 28	26.67	27.56	29.14	30.76	29.94
Step 29	26.78	27.67	29.25	30.89	30.07
Step 30	26.78	27.67	29.25	30.89	30.07
Step 31	26.78	27.67	29.25	30.89	30.07
Step 32	26.78	27.67	29.25	30.89	30.07
Step 33	26.78	27.67	29.25	30.89	30.07
Step 34	26.91	27.79	29.37	31.01	30.20
Step 35	26.91	27.79	29.37	31.01	30.20
Step 36	26.91	27.79	29.37	31.01	30.20
Step 37	26.91	27.79	29.37	31.01	30.20
Step 38	26.91	27.79	29.37	31.01	30.20
Step 39	26.91	27.79	29.37	31.01	30.20
Step 40	26.91	27.79	29.37	31.01	30.20
Step 41	26.91	27.79	29.37	31.01	30.20

**ARTICLE XXVI  
DURATION OF AGREEMENT**

The provisions of this Agreement shall be effective July 1, 2019 and shall continue in effect through June 30, 2023 at which date it will expire.

IN WITNESS WHEREOF, the parties here unto set their hands and seals this 21st day of July, 2020.

**DECATUR FEDERATION OF TEACHING ASSISTANTS, LOCAL #4324**

President of Local Michelle Oliver-Mitchell  
Secretary Corletta E. Murray  
Bargaining Team Member Janet Lachry  
Bargaining Team Member Charles Weigel  
Bargaining Team Member Wahad Dean

**BOARD OF EDUCATION, DISTRICT NO. 61**

President Beth Nelson  
Secretary Michelle Brooks  
Chair, Negotiating Team Deanna Helman  
Board Representative [Signature]  
Board Representative [Signature]

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

Teaching Assistant \_\_\_\_\_

Position \_\_\_\_\_

Appraisal Period \_\_\_\_\_

Assignment \_\_\_\_\_

Principal/Administrator \_\_\_\_\_

Supervising Teacher(s) \_\_\_\_\_

**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 on 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:

1. To ensure positive interaction, quality instruction, and learning for all students
2. To provide a common understanding of the standards for performance
3. To provide support to staff members in order to improve professional competency
4. To provide accountability for building decisions
5. 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 fifteen (15) days of the first day of school or within fifteen (15) days of the first day of employment for the newly hired assistant. During the meeting, the Principal/Administrator will disclose the classification of contributors to the evaluation.
- 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 fifteen (15) days of the first day of school or within fifteen (15) 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 1<sup>st</sup> or any termination date prior to April 1<sup>st</sup>. During the Post-Conference, the identities of the contributors to the evaluation will be disclosed.
- F. Any deviation above or below “ Proficient” shall be documented by citing supporting information. Supporting documentation for “Needs Improvement” and “Unsatisfactory” shall include dates of meetings held prior to the evaluation to address concerns.
- 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 will be submitted to the Director of Human Resources of the Decatur Public School District #61. A digital copy will be provided to the Teaching Assistant.

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Name:

Position:

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Building:

Appraisal Period:

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*Excellent*

*Proficient*

*Needs  
Improvement*

*Unsatisfactory*

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1. Work Productivity

Productivity refers to the amount of work being produced and the efficient use of time and resources.

Volume of work produced is exceedingly high and well organized. Uses time and resources very efficiently. Consistently meets all timelines.

Volume of work produced is sufficient and well organized. Able to use time and resources efficiently. Meets most timelines.

Volume of work produced is inconsistent and at times lacks organization. Occasionally needs to be directed to stay on task. Inconsistently meets timelines.

Volume of work produced is insufficient and generally unorganized. Often needs to be directed to stay on task. Frequently does not meet timelines.

Comments: \_\_\_\_\_

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2. Work Accuracy

Accuracy refers to completing tasks correctly.

Work completed is consistently excellent and done with no errors.

Work completed is neat and accurate. Very seldom do tasks need correcting.

Work completed is inconsistent and at times lacks neatness or accuracy. Tasks sometimes need to be corrected or redone.

Work completed is often incorrect. Many tasks need to be corrected or redone.

Comments: \_\_\_\_\_

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3. Job Competency

Education, job training, and experience provide necessary job skills. Understanding of performance responsibilities and related work.

Exceptional knowledge of the job. Able to assist in making changes and suggestions to better the educational services. Organizes and plans ahead.

Understands the job thoroughly. Is able to grasp and react to changes as they occur. Competent skills.

Is aware of most job procedures and duties that need to be completed. Requires supervision to perform acceptably.

Is unaware of many tasks that need to be completed. Requires supervision and additional training to complete necessary duties.

Comments: \_\_\_\_\_

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4. Initiative/Work Habits

Resourceful and creative in position. Does the 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.

Occasionally shows initiative and will begin and complete tasks after reminders.

Rarely exhibits initiative in beginning or completing assigned tasks.

Comments: \_\_\_\_\_

	<i>Excellent</i>	<i>Proficient</i>	<i>Needs Improvement</i>	<i>Unsatisfactory</i>
5. Adaptability				
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 and changes efficiently. Maintains a harmonious and positive learning environment.	Frequently adapts to new situations and changes and accepts additional responsibilities with ease.	Will adapt to new situations, changes, and/or responsibilities after initial resistance.	Often does not adapt to situations and changes as they occur. Unwilling to accept directives as part of the job.

Comments: \_\_\_\_\_

6. Communication Skills				
Ability to exchange 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 the public in a professional manner.	Written and/or oral communication is inconsistent in its clarity. Occasionally lapses in positive public relations and/or confidentiality.	Lacks necessary skills in oral and written communication. Uses poor judgment in discussing issues.

Comments: \_\_\_\_\_

7. Technology Skills				
Able to use a variety of technological platforms.	Uses district technology with ease and efficiency.	Uses district technology consistently.	Can use district technology for most electronic tasks required.	Often is unable to use district technology for tasks and duties.

Comments: \_\_\_\_\_

8. Collaboration				
Cooperation and collaboration with others evident in work.	Initiates collaborative opportunities with colleagues.	Participates in collaborative opportunities initiated by others.	Participates in collaborative opportunities after initial resistance.	Often does not participate in collaborative opportunities.

Comments: \_\_\_\_\_

	<i>Excellent</i>	<i>Proficient</i>	<i>Needs Improvement</i>	<i>Unsatisfactory</i>
<b>9. Works Well With Students</b>				
Is kind, considerate, fair and firm.	Excellent rapport with students. Displays a high level of professionalism for all students. Actively seeks knowledge of student interests and backgrounds.	Works with students in a pleasant, professional manner. Displays respect for all students.	Inconsistent response to students. Treats most students fairly, but may be insensitive to students' needs.	Lacks empathy and patience with students. Rarely engages with students. Ongoing incidents with students.

Comments: \_\_\_\_\_

<b>10. Classroom Management</b>				
Able to effectively manage students within the context of a supervising teacher.	Exceptional level of classroom management.	Effectively maintains control of the classroom.	Inconsistent with classroom control.	Lacks classroom control.

Comments: \_\_\_\_\_

<b>11. Professional Development</b>				
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 as required.	Needs reminders to participate in required professional development activities.	Often does not participate in required professional development activities.

Comments: \_\_\_\_\_

**Pre-Conference Date:** \_\_\_\_\_

Administrator comments relative to the Pre-Conference (optional)

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Teaching Assistant Initials: \_\_\_\_\_ Supervisor Initials: \_\_\_\_\_

**Post-Conference Date:** \_\_\_\_\_

**Attendance as of \_\_\_\_ (date) \_\_\_\_: Sick hours used: \_\_\_\_ Personal hours used: \_\_\_\_ Leave Balance: \_\_\_\_**

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

List specific contributors to this evaluation:

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Teaching Assistant Comments (optional): Any comments should be submitted as soon as possible for inclusion in the evaluation document.

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Signatures:

Teaching Assistant \_\_\_\_\_ Date \_\_\_\_\_

Supervising Teacher \_\_\_\_\_ Date \_\_\_\_\_

Principal/Administrator \_\_\_\_\_ Date \_\_\_\_\_

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