

Agreement

Between

**Aviston School District No. 21,
Clinton County, Illinois**

And

**Aviston Education Association,
IEA-NEA**

2014-2015

2015-2016

2016-2017

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Article I

Recognition and Definitions

1.1 Recognition

The Board of Education of Aviston School District No. 21, Clinton County, Illinois; (hereinafter referred to as the "Board") recognizes the Aviston Education Association - IEA-NEA (hereinafter referred to as the "Association") as the sole and exclusive bargaining representative for all regularly employed full-time and part-time certificated personnel (hereinafter referred to as "employee"), exclusive of the Superintendent, Principal, and Assistant Principal, supervisory, managerial and confidential employees, and student and short-term employees, as defined by the Illinois Educational Labor Relations Act and all non-certified employees.

1.2 Employee Benefits

Part time employees have the same rights with respect to this agreement as full time employees but shall be provided only such benefits as may be specified for part time employees.

1.3 Definitions

A. Days

The term "days" when used in this agreement, except where otherwise indicated, shall mean days when the administrative office is officially open.

B. Superintendent

The title Superintendent shall indicate the District Superintendent of Schools or his/her designee.

C. Duty Day

Duty day(s) means day(s) during which employees are required by contract to render service.

D. Instructional Days

Instructional day(s) means any day(s) pupils are present for instruction.

E. Paid Leave of Absence

Paid Leave of Absence means that an employee shall be entitled to receive wages and all fringe benefits, including, but not limited to, insurance and retirement benefits, return to the same or similar assignment which he/she enjoyed immediately preceding the commencement of the leave and receive credit for annual salary increments provided during his/her leave.

F. Leave of Absence without Pay

Leave of absence without pay means that an employee shall not be entitled to pay or benefits associated with continuous active employment.

G. Daily Rate of Pay

Daily rate of pay means the employee's annual scheduled salary divided by one hundred eighty (180).

H. Site

Site means a building or location where an employee(s) work(s).

Article II

Framework for Collective Bargaining

2.1 Mediation

It is agreed that the parties will jointly request the Federal Mediation and Conciliation Service (FMCS) if the parties to this Agreement determines that the assistance of a mediator would be necessary. Should FMCS be unavailable, the parties may immediately commence discussion as to a replacement. In the event that the parties cannot agree upon a replacement, the Illinois Educational Labor Relations Board shall be notified.

2.2 Contractual Amendments

The parties may modify or amend this Agreement only by mutual consent. Such changes shall be reduced to writing, ratified and signed by the parties and become an amendment to this Agreement and considered a part of this Agreement.

2.3 Printing of Contract

The Board shall print the Agreement and provide copies to the Association for distribution to members of the bargaining unit.

Article III Employee Rights

3.1 Right To Organize And Participate

Employees shall have the right to organize and join the Association and to participate in negotiations with the Board or do so through representatives of their own choosing.

3.2 Board Hearings/Employee Rights

When any employee is required to appear before a board committee or board of education concerning any matter that is disciplinary in nature or which could adversely affect his or her terms and conditions of employment the employee shall be given twenty-four (24) hours prior written notice of the reasons for such meeting or interview and be entitled to have a representative of the Association present to advise him or her. All such meetings shall be conducted in private.

3.3 Rules and Regulations

A copy of the official Board policy manual shall be available in the teacher's workroom for all employees. A copy of all new written Board policies or changes in Board policies shall be presented to the Association within fifteen (15) days after they are officially adopted.

3.4 Employee Notification of Assignments

An employee shall be given written notice of tentative assignment for the forthcoming school year no later than thirty (30) calendar days preceding the first day of the new school term whenever practical. Such tentative assignment may change as District needs change, but in such case the employee shall be given as much advance notice of the change as practical.

3.5 Confidentiality of Meetings

All meetings between the administration and a teacher for the purpose of evaluation, complaints, or discipline shall be conducted so as to reasonably protect the privacy of the employee.

Article IV Association Rights

4.1 Association Matters - Board Agenda

The Board will consider requests for placement under "new business," matters brought to its attention by the Association.

4.2 Board Minutes - Association Copies

One (1) copy of approved Board of Education minutes shall be placed in the mailbox of the president of the Association as soon as it has been prepared.

4.3 Pertinent Information - Association

The Association shall be furnished upon request a copy of readily available public information concerning the financial conditions of the District. The Board will grant reasonable requests for other pertinent information that may be relevant to negotiations. Nothing herein shall require the administrative staff to research and assemble information.

4.4 Payroll Deductions

The Board shall authorize the deduction from each employee's pay the current dues of the Association, beginning with the first paycheck of the new school year, provided the Board has an employee-executed authorization form provided by the Association on file. The Association shall notify the District of dues prior to August 15th.

4.5 Association Use of District Facilities and Equipment

The Association will be allowed the reasonable use of the following, provided, however, the Association's access to facilities and equipment shall be secondary to instructional or educational use:

- A. The school building for meetings, if scheduled through the administration;
- B. Employees' mailboxes, interschool mail, and teachers' lounge/workroom/office bulletin boards for the purpose of internal communications; and
- C. School equipment, e.g. typewriters or copy machines, except when preempted by educational purposes. The Association will pay for all material used.

4.6 Fair Share

- A. Each employee, as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this

Agreement, whichever is later, shall join the Association or pay a fair share fee to the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state and national dues.

- B. In the event that the employee does not pay his/her fair share fee directly to the Association by a certain date as established by the Association, the Board shall deduct the fair share fee from the wages of the non-member.
- C. Such fee shall be paid to the Association by the Board no later than ten (10) days following deduction.
- D. In the event of any legal action against the Board brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
 - 1. The Board gives immediate notice of such action in writing to the Association, and permits the Association intervention as a party if it so desires; and,
 - 2. The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.
- E. The Association agrees that in any action so defended, it will indemnify and hold harmless the Board from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Board's non-negligent compliance with this Article.

It is expressly understood that this save harmless provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.

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

Article V

Calendar-Work Load

5.1 Work Day

The length of the work day for all employees shall be fifteen (15) minutes before and fifteen (15) minutes after the student day, except in the case of early dismissal

5.2 Duty-Free Lunch

All employees shall have a duty-free lunch period equal to that of the students' lunch period but no less than thirty (30) minutes.

5.3 Limit on Employee's Responsibility

With respect to academic subjects, the employer shall make a reasonable effort to avoid situations wherein an employee is required to assume the responsibility of another employee's students simultaneously with his/her own students.

5.4 Calendar

The school year calendar shall consist of not more than one hundred eighty-five (187) days which shall include one hundred seventy-six (176) student attendance days, four (4) workshop/in-service days and seven (7) emergency days. Unused emergency days shall not become work days. The work year for employees shall not exceed one hundred eighty (180) days which shall include the four (4) workshop/in-service days/parent-teacher conference days.

5.5 Preparation Period

All teachers shall have a preparation period of no less than thirty (30) minutes during each work day. For classroom teachers, the preparation period shall be during the pupil class day. On days of early dismissal, this contractual item shall not be applicable.

5.6 Administering Medication

Teachers shall not be required to administer medication to pupils. Pupils shall be referred to proper, designated office or administrative personnel for this function.

Article VI Leaves

6.1 Sick Leave

At the beginning of each work year, each full time employee shall be credited with twelve (12) sick leave days for the 2014-2015 school term; twelve (12) sick leave days for the 2015-2016 school term; and twelve (12) sick leave days for the 2016-2017 school term; the unused portion of which shall accumulate to a maximum of three hundred forty (340) days. The Board shall furnish each employee with a written statement at the beginning of each school year setting forth the total accumulated sick leave credit for each employee. Sick leave shall be interpreted to mean personal illness or disability, and illness or death in the immediate family as defined by the School Code section 24-6 (except that foster children shall be deemed to be included as immediate family), including victims of sexual abuse and domestic violence. Victims of sexual abuse and domestic violence may use sick leave for recovery.

6.2 Personal Leave

Each employee shall be entitled to three (3) days personal leave per school term without loss of pay. A request to use personal leave days shall be made at least two (2) days in advance, except in cases of emergency. Personal leave must be approved by the superintendent. Unused personal days shall be converted to sick leave days.

6.3 Jury Service and Other Related Appearances

Any employee called for jury duty, shall suffer no loss of pay. The employee shall return to the district any dollars earned for jury service which occurred on a school day, less reimbursement for mileage and meals.

6.4 Association Leave

In the event that the Association desires to send a representative to local, state, or national conferences or on other business pertinent to Association affairs, such representative(s) shall be excused a maximum of five (5) days per year district-wide (e.g. one member five days or five members one day each) without loss of pay. The Association shall reimburse the district for the cost of a substitute teacher and give at least five (5) days' notice.

6.5 Bereavement Leave

Each employee shall be allowed three (3) days per occurrence at full pay for bereavement leave for a death in the immediate family as defined in School Code Section 24-6. Additional days may be granted at the discretion of the superintendent.

6.6 Leave of Absence Without Pay

Leaves of absence may be granted without pay to tenured employees who desire to return to employment in a similar capacity at a time mutually agreed upon.

Each leave of absence shall be of the shortest possible duration to meet the purpose of the leave. Leaves of absence without pay for not more than one (1) year may be granted to tenured teachers pursuant to the following conditions:

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- A. Written requests for leave of absence without pay shall be made at least three (3) months before the leave is desired whenever possible, and are subject to approval or denial by the Board;
 - B. Dates of departure and return must be mutually acceptable to the teacher and administration and determined prior to any final action on the request;
 - C. Leaves may be granted for:
 - 1) advanced study leading to a degree in an approved university;
 - 2) educationally related travel if the applicant provides an itinerary and an explanation of how such travel will improve the educational program;
 - 3) military service;
 - 4) maternity, paternity, adoption or childcare;
 - 5) health related reasons (this leave is distinguished from FMLA leave in that no insurance benefits are paid by the employer, and FMLA restrictions regarding length of leave, frequency of leave and exhaustion of benefits do not apply); or
 - 6) other reasons acceptable to the Board;
 - D. Employees on such leave may continue insurance benefits if they reimburse prorated costs of benefits for which they apply, provided the carrier permits same;
 - E. Employees will not advance on the salary schedule while on the approved leave of absence without pay, unless working at least eighty-eight (88) days during the school year in which the leave was taken; and
 - F. The Board may waive the above restrictions at its discretion.
 - G. Employees on non-paid leave of absence shall not lose accrued sick leave, tenure or seniority.

- H. An employee on a non-paid leave of absence shall notify the superintendent, in writing sixty (60) days prior to the date of his or her intended return to employment.

Article VII Personnel File

7.1 Conditions and Procedures for Placement of Materials in File

Only one official personnel file shall be maintained. No material shall be placed in the file unless the employee has had an opportunity to read such material.

Any information that has not been reduced to writing within ninety (90) calendar days of the event or the employer's knowledge of the event whichever is later may not be added to an employee's file except that in the instance wherein the employee has been notified that an investigation is on-going no time limit shall apply.

7.2 Right to Respond to Materials in File

The employee shall have the right to respond to any material which is entered into his or her file and his/her response shall be attached to the file.

7.3 Right to Examine File

An employee shall have the right to examine his/her personnel file within twenty-four (24) hours of request and shall be permitted to have a representative of the Association accompany him/her in such review.

7.4 Right to Reproduce Materials in File

Upon request, an employee may request and shall receive a copy of any materials in his/her personnel file.

Article VIII Evaluation

The framework for this article was bargained before PERA legislation (P.A. 96-861) was enacted. The parties intend that each provision contained herein be PERA compliant. To the extent anything in the district's evaluation plan conflicts with anything in this article, the evaluation plan shall control. To the extent anything in this article or the evaluation plan conflicts with PERA, PERA shall control.

8.1 Purpose of Evaluations

The primary purpose of employee evaluation shall be the improvement of classroom teaching performance.

8.2 Evaluation Process

- A. The classroom teaching performance of all regular, full-time, non-tenured teachers shall be formally evaluated at least two times a year. The first evaluation shall take place before November 1 and the second shall take place before February 15.
- B. Tenured employees shall be formally evaluated at least once during every other school year.

8.3 Notification

Employees shall be acquainted with the evaluation procedures by the administration within six (6) weeks after the beginning of each school year. All evaluations shall include a pre-evaluation conference, an in-class observation, and a post evaluation conference between the teacher and the evaluator.

8.4 Post Conference

Results of the formal evaluation shall be reduced to writing and a copy given to the employee within thirty (30) days following the evaluation.

8.5 Employee Response

The employee shall have the right to submit a written response regarding any evaluation to be attached to the evaluation. The employee may also submit additional written comments following the post-evaluation meeting. All written evaluations and employee comments shall be placed in the employee's personnel file.

8.6 Informal Evaluation

Agreeing to the procedure outlined above does not limit the right of the administration to utilize informal observations to evaluate employees during the work day or at assigned school functions. Any result from such observation that becomes a part of the employee's personnel file shall be discussed in a meeting with the employee. This meeting shall be held within thirty (30) days after the informal observation to discuss remediating any deficiencies that may have been noticed. Any deficiencies noticed and suggestions for correction will be reduced to writing and the employee shall be provided with a copy.

8.7 Evaluation Committee

Upon issuance of ISBE's model evaluation plan, a committee comprised of an equal number of representatives of the employer and the Association shall meet for the purpose of discussing and implementing changes mandated by statute to the district's evaluation plan. A joint committee of equal membership from the Association and Administration shall report and devise an agenda to educate the employees on the amendments to the evaluation process regulated by the State of Illinois. This agenda shall consist of examples of the evaluation tools and procedure and the delivering of information detailing any and all changes in the employees' future evaluations.

Article IX

Seniority Recall and Transfer

9.1 Seniority

In any respect wherein Article IX of this contract may be inconsistent with School Code sections 24-11 or 24-12 (105 ILCS 5/24-11; 105 ILCS 5/24-12), the School Code sections shall control. Seniority shall be defined as continuous length of service within the district and as a member of the bargaining unit in a position requiring licensure.

9.2 Loss of Seniority

Seniority shall be lost upon resignation, dismissal for cause, retirement or being on layoff after the recall period has expired.

9.3 Reduction in Personnel, Layoff and Recall

When the Board determines it is necessary to reduce the number of teaching staff members it shall comply with the procedures set forth in the Illinois School Code.

9.4 Notification of Layoffs

Prior to a decision to reduce force by the Board, the Association and the affected teacher(s) shall be informed of the Board's possible decision to reduce the number of staff. The Association and the affected staff person shall be informed of the RIF before any public announcement.

9.5 Re-employment Procedure after Layoff

Any employee who has been dismissed under these procedures shall have recall rights as follows:

A. Recall Rights

Recall rights shall be as provided in the Illinois School Code. If an employee becomes certified or qualified in areas other than his or her original position, such an employee will be considered for a position available in his or her new area of certification. It is the employees' responsibility to furnish the District with certification information.

B. Retained Rights after Recall

Recalled employees shall retain all rights that they had at the time of their reduction in force.

C. Recall

The Board shall offer (by certified mail) available positions to qualified employees who retain recall rights and are in the recall pool at the time a vacancy occurs. It shall be the RIFed employee's responsibility to provide the District with a current address. The employee shall respond in writing to the superintendent within ten (10) days of receipt of a recall notice.

D. Temporary or Part-Time Positions

Temporary or part-time positions will first be offered to employees with recall rights. Acceptance or refusal of a temporary or part-time position will not affect the recall rights of an employee.

9.6 Definition of Vacancies

A vacancy shall be defined as a position the employer desires to fill and created by resignation, retirement, death, dismissal or non-renewal or a newly created position.

9.7 Definition of Transfer

Transfers shall be defined as either a voluntary or involuntary move from one position to another within the bargaining unit. Transfers are not considered vacancies.

9.8 Posting of Vacancies

Vacancies occurring within the District, including newly created positions shall be posted on a designated bulletin board. All transfers shall be posted for informational purposes only. The position(s) as described above shall be posted at least ten (10) days prior to being permanently filled.

9.9 Voluntary Transfer Application

- A. Interested employees may apply for a vacancy in writing to the superintendent within the ten (10) day posting period.
- B. An employee may make a request, at any time, for a transfer to a position for which he or she is qualified. Any such application shall be kept on file for three (3) year(s).

9.10 Mutual Requests for Transfer

Employees who desire to trade positions or realign their assignments may propose such changes to the administration and/or the Board. Acceptance or rejection of the proposal shall be at the discretion of the Board.

Article X

Grievance Procedure

10.1 Definitions

A grievance shall be any claim by the Association that there is an alleged violation, misinterpretation, or misapplication of the terms of this Agreement.

10.2 Time Limits

All time limits consist of days that the administrative office is officially open for business.

10.3 Procedures

The parties acknowledge that an employee and the Board may resolve problems through free and informal communications. However, a grievance shall be processed as follows:

A. Step I

The Association or the grievant may present the grievance in writing to the Superintendent within thirty (30) days of the occurrence of the event giving rise to the grievance or the grievant's knowledge thereof, whichever is later. The Superintendent will arrange for a meeting to take place within ten (10) days after receipt of the grievance.

The Association's representative and the Superintendent shall be present for the meeting. Within ten (10) days of the meeting, the Association shall be provided with the Superintendent's written response, including the reasons for the decision.

B. Step II

If the grievance is not resolved at Step I, then the Association may refer the grievance to the Board of Education within ten (10) days after receipt of the Step I answer. The Superintendent shall arrange with the Association representative for a meeting to take place within ten (10) days of the Superintendent's receipt of the appeal or at the next regularly scheduled Board of Education meeting. Within ten (10) days of the meeting, the Association shall be provided with the Board's written response, including the reasons for the decision.

C. Step III

If the Association is not satisfied with the disposition of the grievance at Step II, the Association may submit the grievance to final and binding arbitration following the American Arbitration Association guidelines.