

2022 - 2025 Alton Education Association and Alton Community Unit School District #11

Contract Presentation



Contract Language



1.2 Definitions

b. The term "employee" when used hereinafter in this agreement shall refer to all certificated licensed personnel and all educational support professionals represented by the Association as determined in Article 1, Section 1.1 and shall specifically exclude individuals serving in substitute capacities.

c. The term "teacher" or "licensed employee" when used hereinafter shall refer to all certificated employees represented by the Association as determined in Article I Section 1.1, but shall specifically exclude certificated assistants and those individuals with a teacher assistant letter of approval. *Licensed employees will include teachers, psychologists, licensed social workers, guidance counselors, speech and language pathologists, licensed school nurses, and art therapists.* *

• d. The term "school service employee" when used hereinafter in this Agreement shall refer to all educational support professionals including those specifically excluded in "c" above or "e" below. All school service employees are employees in categories of administrative assistants, computer technologists, food services, interpreters, English as a Second Language (ESL) assistants, athletic trainer, maintenance, paraprofessionals, and security/safety aides.

 e. The term "probationary employee" when used hereinafter in this Agreement shall refer to an educational support professional who is in the first year of employment with the District.



3.14 Minority Clause

The Board of Education of the Alton Community Unit Schools will not discriminate against any employee or applicant for employment or promotion because of race, religion, creed, color, sex, marital status, sexual orientation, pregnancy, gender identity, genetic information, ancestry or national origin. Furthermore, it shall be the policy of the Board of Education not to discriminate against qualified handicapped persons solely on the basis of their handicap. It shall be the responsibility of the Superintendent or his designee to report to the Board of Education, with a copy of the report to the Association annually, the racial status of employee groups and of efforts made in the recruitment and hiring of said employee groups. The Board of Education and the Alton Education Association will aggressively recruit and employ minority personnel. While resolution of any claims of discrimination under this section shall be attempted by the parties pursuant to Steps One through Three of Article IX-Grievance Procedure, should those efforts prove unsuccessful, all parties agree that where the law provides a remedy for violation of this section, employees and the Association shall pursue those remedies outside of the scope of this Agreement and shall not submit any such dispute to arbitration as set-forth in Article IX, Step 4- Grievance Procedure.



3.9 Preparation Periods

b. A special education teacher with the primary responsibility to hold an Individualized Education Plans or Programs (IEPs) meeting on their caseload and other employees that must forgo any plan/prep time to attend an Individualized Education Plan or 504 meeting will be compensated at an extra duty hourly rate for that time, minimum one-half hour. All other IEP completion and duties that are deemed above the teacher's normal caseload will be compensated at an extra duty hourly rate subject to the approval of the Director of Special Education. Other employees that must forego any plan time to attend an Individualized Education Plan or 504 meeting will also be compensated at the extra- duty hourly rate for that time, minimum one-half hour.



4.5 and 4.9 Employee Information

- ► 4.5 Names of New Employees
- The employee's name, job title, contract days and hours per day, worksite location, home address, work telephone numbers, and any home and personal cellular telephone numbers on file with the employer, date of hire, and work email address of newly hired employees shall be made available to the Association President or designee within ten (10) days of the start date.
- 4.9 Association Notification of Building Assignments
- Upon request The Association shall be notified of all employee building assignment(s) changes at least ten (10) days before the beginning of the school term.



4.6 Association Leave

- 4.6 <u>Association Leave</u>
- The Association shall be granted released time for Association members, not to exceed an aggregate total of forty (40) days during any one school year. No one individual shall have such released time in excess of four (4) days, excluding the Association President. The Association President shall be granted released time equal to one-fifth (1/5) of the regularly scheduled class/work load. This will not include any preparation time. *The Association shall reimburse the Board for 20% of the actual cost of the Association President's salary or 20% base salary for a Master's Degree/Step 10 licensed employee, whichever is less, for salary cost resulting from granting of the Association President's release time.* No release time shall be granted for less than one-half (1/2) day of an employee's assignment, with the exception of the Association President's one-fifth (1/5) released time.
- Should the Association President require additional released time, that time shall be taken from the Association leave days and shall be computed at four-fifth's (4/5) of a day.
- Notification of a request for released time shall be given to the building principal in the same manner as other employees reporting an absence. If more than one (1) full day is requested, at least one (1) full day's notice shall be given.
- The Association shall notify the superintendent or his designee of the incoming Association President within thirty (30) days of the election.
- ► The scheduling decision to establish the one-fifth (1/5) released time shall rest with the Superintendent or his/*her/their* designee.



- **ARTICLE VI** Assignment, Vacancies, Transfer, and Reduction in Force
- 6.1 <u>Definitions</u>
- <u>1. Assignments</u>

▶ The following definitions of assignment shall be utilized for the purposes of this Section: A. Certified

- ▶ 1. for high school, grades 9-12, as the department to which a teacher is assigned.
 - ▶ 2. for middle school, grades 6-8, as the teaching team to which the teacher is assigned or; for teachers of special areas such as art, music, physical education, home economics, industrial arts, etc.; the special area assignment which constitutes fifty (50) percent or more of the classroom day for the teacher.
 - ▶ 3. for elementary, grades EC-5, as the grade level to which the teacher is assigned or; for teachers of special areas such as music, physical education, etc.; the special area assignment which constitutes fifty (50) percent or more of the classroom day for the teacher.
 - ▶ 4 for special education teachers, and all related services (**licensed** school nurses, psychologists, **licensed** social workers, speech therapist, art therapist, athletic trainers, and others), as the grade level, category, and instructional level to which the individual is assigned.



B. Educational Support Personnel

Educational support professional's assignment refers to the job to which you have been assigned in the following categories:

- ▶ 1.) Administrative Assistants
- Computer technology
- 3.) Food Services
- 4.) Interpreters and ESL Assistants
- 5.) Maintenance
- 6.) Paraprofessionals
- ► 7.) Safety Aides and Safety/Security Officers
- 8.) Athletic Trainers



B. Legal Qualifications or Legally Qualified (Certified)

For the purpose of this Section, legal qualifications or legally qualified shall be defined as all statutory and regulatory prerequisites for teaching a particular subject or grade, including but not limited to, the certification requirements of Article 21 of the <u>School</u> <u>Code</u> and the academic experience requirements of <u>23 ILL</u>. Adm. Code 1 (or its successor or supplementary requirements.)

• <u>3. Reduction in Force</u>

► For the purpose of this Section, a reduction in force shall be defined as an action by the Board to reduce the number of full-time certificated staff or education support personnel as a result of a decision by the Board to decrease the number of teachers employed or to discontinue some particular type of teaching <u>or educational support</u> service.



- <u>4. Seniority</u>
- A. Certified

► For the purpose of this Section, seniority shall be defined as the current period of continuous contractual service in the District, and in cases where two or more teachers have equal length of current continuous contractual service in the District, the following criteria in the order listed shall apply.

▶1. Length of teaching service in the District prior to the current continued contractual service time.

▶ 2. Prior elementary and secondary **public** school teaching experience during which time the individual held a valid state-issued teaching certificate.

- ► 3. Other teaching experience in private elementary and secondary schools, or college and university experience.
- 4. Horizontal position on the salary scale.
- B. Educational Support Personnel

► For the purpose of this Section. seniority shall be defined as the current period of **full-time** and regular part-time continuous contractual service in the District.



- 4. Seniority
- A. Certified

► For the purpose of this Section, seniority shall be defined as the current period of continuous contractual service in the District, and in cases where two or more teachers have equal length of current continuous contractual service in the District, the following criteria in the order listed shall apply.

▶1. Length of teaching service in the District prior to the current continued contractual service time.

▶2. Prior elementary and secondary **public** school teaching experience during which time the individual held a valid state-issued teaching certificate.

- ▶ 3. Other teaching experience in private elementary and secondary schools, or college and university experience.
- 4. Horizontal position on the salary scale.
- B. Educational Support Personnel

► For the purpose of this Section, seniority shall be defined as the current period of **full-time** and regular part-time continuous contractual service in the District.

► <u>5. Transfer</u>

► For the purpose of this Section. a transfer shall be defined as a change in the base school assignment An involuntary transfer shall be defined as a change in the base school assignment without the prior request of the teacher employee for such a transfer.



6. Vacancy

► For the purpose of this section, the term "vacancy" shall refer to a permanent position which has either been newly created by the Board of Education or which the Board previously created and intends to continue but which will be vacated by the incumbent. The term "vacancy" does not refer to any position temporarily vacated by an individual being granted sick leave. When the person on sick leave indicates that he does they do not intend to return, the position will be treated as any other vacancy.



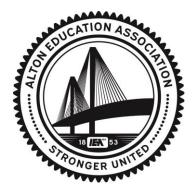
- 6.2 Notice of Vacancies: Transfers
- A. Certified/Licensed
 - ▶ 1. An employee that has or will have tenure at the start of the school year in which a vacancy is posted shall have the right to bid subject to the relevant factors below. All other employees may submit a letter of interest for any vacancy.
 - a. *The District will use an interview team led by the Human Resources Director when filling a bargaining unit vacancy if needed to determine relevant factors.* The following factors are to be considered by the administration in filling teacher vacancies: qualifications, certifications, merit and ability (including performance evaluations, if available), relevant experience, diversity in the building and/or grade level and other relevant factors such as:
- ▶ 1. Teaching skills appropriate for the assignment.
- ▶ 2. Special qualifications for extra duty assignment.
- ▶ 3. Prior experience in the teaching field.
- ▶ When all other factors are equal, seniority will prevail.



Article VI Vacancies

- b. Vacancies shall be posted as they occur beginning the first week of January through July 31. The vacancy notice shall be posted at least five (5) days prior to the employment of an applicant from the outside the District. Interested applicants shall comply with the bid specification in writing within the five (5) work days after posting of the Notice.
- Any licensed employee hired to fill a vacancy between August 1 and December 1, where the vacancy is not the result of an internal transfer or change in retirement date, shall have the right to retain that same position if the individual has all the certifications and qualifications of the vacancy at the beginning of their employment with the District and subject to all other provisions of this Agreement.
- Vacancy notices which occur <u>after the last day of school</u> will be posted and emailed to district employees utilizing their district email address. Applicants interested in positions <u>after the last day of school</u> may indicate their interest via email and should confirm receipt of their email with the Human Resources Department via telephone. A reply from the Human Resources Department will serve as confirmation of receipt of the applicant's email.
- ► A list of in-district applicants shall be sent to the Association President after the close of the vacancy posting.
- c. Any teacher with contractual continued service status may file a request to fill a posted vacancy and such requests that are filed within the time constraint specified in "b" above shall be given consideration before any final decision is made.

▶d. Vacancies which occur after the completion beginning December 1 of the current school year may be filled by a temporary assignment until the end of the current school year.



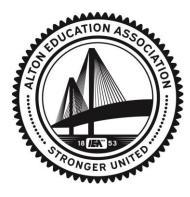
B. Educational Support Personnel

The human resources office shall provide lists for posting in all school buildings and shall send to the Association, upon request, a list of all vacancies as they occur and a list of all in-district applicants at the close of the bid period. No posted vacancy shall be filled on a permanent basis until such vacancy shall have been posted for at least five (5) working days. During the summer vacation period, individuals who are away from their assignments may request in writing that the Human Resources office mail to them a copy of vacancy notices. *The District will use an interview team led by the Human Resources Director when filling a bargaining unit vacancy.*

1. Applicants must meet the qualifications as listed on the posted bid. The qualifications shall be consistent with the current job description.

The following factors are to be considered by the administration in filling Educational Support Professional vacancies: qualifications, certifications, merit and ability (including performance evaluations, if available), relevant experience and other relevant factors such as:

- 1. Service area needs of the District.
- 2. Special qualifications for extra duty assignment.
- 3. Skills appropriate for the assignment.
- *4. Prior experience in the field.*



9. Instructional/teacher assistants Paraprofessionals shall not be considered for vacancies, if they have already been the successful bidder of a position during the current school year until the end of the school year. Vacancies will be posted as they occur. Vacancies which occur after the completion of the current school year may be filled by a temporary assignment until the end of the following school year. The vacancy notice shall be posted at least five (5) days prior to the employment of an applicant from outside the district. Interested applicants shall comply with the bid specifications in writing within the five (5) work days after posting of the Notice.



- 6.3 <u>Involuntary Transfers</u>
- A. Certified
- 9. A teacher who is to be involuntarily transferred shall be notified of the transfer as soon as practicable and shall be released by the Board of Education from contractual service upon request. Reasons for such transfer shall be provided in writing if requested by the teacher.
- B. Educational Support Personnel
- An involuntary transfer is a transfer that is not voluntary on the employee's part.



6.4 <u>Reduction in Force</u>

A. Certified

c. If the Board increases the number of teachers, or if a teacher resigns at any time after the layoff(s), the Board shall offer re-employment to the teacher laid off from Group Three or Four (or Group Two Teachers who satisfy the School Code's criteria for limited recall rights) in the reverse order of the layoff specified above provided said teacher has proper certification. For the purpose of recall, the determination of legal qualifications shall be based on transcripts on file in the Human Resources Office of the District at the time of recall. Said offer of reemployment for Group Three and Four teachers shall be subject to an eighteen twelve (12) month limitation from the last day of contractual teacher-pupil contact. All known vacancies shall be filled prior to the opening of the school term, if properly certificated staff is available.



- 6.4 Reduction in Force
- B. (Educational Support Professionals)

For the purpose of this Section, educational support professionals shall be divided into groups as follows:

- 1. Administrative Assistants 1
- 2. Administrative Assistants 2
- 3. Administrative Assistants 3
- 4. Paraprofessional5. Food Service
- 6. Food Service/Driver
- 7. Maintenance
- 8. Maintenance Lead
- 9. Driver/Yard
- 10. Computer Techs
- 11. Safety Assistants
- 12. One-to-one Assistants
- 13. Security Employees
- 14. Library Assistants
- 15. Interpreters/ESL Assistants

4.

This offer of re-employment shall be subject to an eighteen (18) twelve (12) month limitation from the individual's last work day.



8.2 Sick Leave

8.2 Sick Leave

A. The Board shall grant employees sick leave, per fiscal year, as follows: 9month employees will be granted 14 sick days per fiscal year, 9.5-month employees will be granted 14.5 sick days per fiscal year, 10-month employees will be granted 15 sick days per fiscal year, 10.5-month employees will be granted 15.5 sick days per fiscal year, 11-month employees will be granted 16 sick days per fiscal year, 11.5-month employees will be granted 16.5 sick days per fiscal year and 12-month employees will be granted 17 sick days per fiscal year. Sick leave shall accumulate without limit. Sick leave is interpreted to mean personal illness or serious illness or death in the immediate family or household. The immediate family shall include parents, spouse, sisters, brothers, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters in-law and legal guardians.



8.2 Sick Leave

Sick Leave Allotment

Employees who reach an accumulation of one hundred and thirty-five (135) days of sick leave at the end of the regular school year will be entitled to a normal annual allotment of thirty-five (35) sick leave days at the start of the next student school year. For the student school year after the teacher reaches the thirty-five (35) days normal allotment of sick leave threshold, the employee will return to receiving a normal allotment of fourteen (14) days or associated normal allotment for the employee based on the number of months worked.

Employees who reach an accumulation of two hundred twenty-five (225) days of sick leave at the end of the school year will be entitled to a normal annual allotment of fifty-five (55) sick leave days at the start the start of the next student school year. For each school year after a teacher reaches the fifty-five (55) days normal allotment of sick leave threshold, the employee will receive a normal allotment of fourteen (14) days or associated normal allotment for the employee based on the number of months worked.

Any employee who receives an increased allotment as a result of meeting one of the designated sick leave day thresholds will only receive the increased allotment the first time they meet each designated threshold. Should any employee fall below one of the thresholds after receiving an increased allotment, they are not eligible for a second increased allotment should they meet the threshold(s) again. In the event that the sick leave allocations provided for herein shall be interpreted by an Illinois administrative agency or court of competent jurisdiction as constituting a grant of sick leave in excess of the normal annual allotment, thereby requiring the School District to be responsible for additional contributions to the Illinois Teachers' Retirement System, then the allocation language herein shall immediately become invalid, and the parties will meet to negotiated an immediate replacement.



8.2 Sick Leave

d. Upon retirement, school service personnel shall be paid at the rate of \$3.00 per hour according to the number of hours worked each day for unused sick leave, excluding the number of days needed for the employee's IMRF purposes.

e. Upon retirement, certified employees shall be paid at the rate of \$30.00 for each unused sick day, excluding the number of days needed for the employee's Teachers' Retirement System purposes.

f. The payments referenced in subsection d. and e. above shall be made to the employee after the employee's last day of service to the School District and after the employee has received his or her final paycheck for services rendered. The payment made to school service personnel under section d. above shall not be made within the 30 day period following retirement so as to avoid constituting IMRF creditable earnings.



8.2 Sick Leave and Maternity/Child Rearing Leave

8.2 Sick Leave

c. The Board shall abide by the requirements set forth in the Family Medical Leave Act of 1993 ("FMLA"). The Board, in accordance with the FMLA, may will require employees to substitute applicable paid leave toward the employee's leave entitlement under the FMLA. The Board may will also, in accordance with the FMLA, require employees to count any unpaid leave, including maternity/child-rearing leave, toward the employee's FMLA leave entitlement.

8.4 Maternity/Child-Rearing Leave of Absence

An employee who has completed at least two years of service in the District shall be eligible for maternity/childrearing leave without pay or other benefits <u>as established by Board Policy 5:250</u> <u>Professional Personnel – Leaves</u> <u>of Absence and Board Policy 5:330 Educational Support</u> <u>Personnel – Sick Days, Vacation, Holidays, and</u> <u>Leaves</u> subject to the following conditions:

a. The employee shall advise the superintendent or designee of her pregnancy no later than the fourth month of pregnancy or upon ascertainment of such condition, whichever shall be the later. At such time, she shall provide a written statement from her obstetrician or physician indicating the expected date of delivery. Application for a maternity-child rearing leave shall be made in writing to the superintendent or designee at least ninety (90) calendar days prior to the anticipated birth of the child.



8.2i Bereavement Leave

▶ 8.2i Bereavement Leave

►Non accumulating bereavement leave days shall be available to employees in the case of death of a family <u>or household member</u>. The immediate family shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, aunts, uncles, nieces, nephews, legal guardians and members of your household. Up to three (3) days per year are allowed. Bereavement leave days, not to exceed three (3) total days per year, may be approved by the Superintendent or his/her/their designee for exceptional circumstances not meeting the definition of "immediate family or household member."



8.3 Personal Leave

b. Personal leave days shall not be scheduled immediately prior to or following a vacation period/school year break or holiday nor during the first five (5) days or last five (5) days of the teacher work year unless caused by reason beyond the control of the employee except for the observance of a recognized religious holiday of the employee's faith.

f. The Superintendent or his/her/their designee shall have the authority to grant the use of personal leave as an exception to any of the provisions in 8.3 and shall not be grievable and remain non-precedential.



8.6 Paid Holidays Educational Support Personnel

The following days will be paid holidays when they occur on a regular week day and during the work period of any individual. The individual must work the last scheduled work day prior to and the first scheduled work day immediately following a holiday in order to receive pay for the holiday unless on legitimate sick leave or vacation. An employee utilizing dock days shall not be eligible to use a vacation day prior to a holiday to receive holiday pay.

*New Year's Day Martin Luther King Day *Lincoln's Birthday or Presidents' Day Casimir Pulaski Day Good Friday *Memorial Day *Juneteenth Dav *Independence Day Labor Day Columbus Day Election Day (if in applicable years) *Veterans' Day Thanksgiving Day Day After Thanksgiving *Christmas Eve Day *Christmas Day *New Year's Eve Day

*When these days fall on a week day they are paid holidays. If they fall on a weekend, educational support professionals will receive a regular day of salary for the day.

One additional day may be approved as a holiday and taken off on a day when school is not in session. If sick leave benefit has been exhausted and the individual is absent from work, holidays will not be paid.



8.7 Vacation Days

8.7 <u>Vacations (Educational Support Professionals)</u>

Only those educational support professionals who are full-time on a twelve month basis will be eligible for paid vacation. Vacation days are based on the anniversary date of employment, and are earned as follows:

After one (1) year Five (5) Days After two (2) years Ten (10) Days After six (6) years Fifteen (15) Days After eleven (11) years ... Twenty (20) Days

The accumulation of vacation days shall be limited to those earned in the preceding two years. Vacation days accumulated after two years will be forfeited. No vacation days shall be used five (5) days preceding or following the first day or the last day of school. Requests for more than two (2) days of vacation must be made at least two (2) weeks prior to the requested days and shall be considered in the order in which they are submitted. Responses to vacation requests must be made within two (2) days.

Eleven month employees may request 4 consecutive weeks off during the summer months. However, the Administration has the right to stagger the schedules. Other schedules may be arranged by mutual agreement. Eleven month employees may use non-work days during student attendance with supervisor approval.



8.9 Educational Credits

- c. Graduate credits earned after the Master's Degree is conferred shall only be approved if the graduate program or courses taken are related to the teaching field. College courses, in the field of education/other graduate courses, must be approved in advance by the Superintendent or his/*her/their* designee.
- d. College credits for salary purposes must be earned at colleges approved for certification by the Illinois Teacher Certification Board.



8.10 National Board Certification and Professional Mastery Certifications/Achievements

8.10 National Board Certification and Professional Mastery Certifications/Achievements

► *Certificated staff* achieving *or holding* certification from the National Board for Professional Teaching Standards and Master Teacher Certification awarded by the Illinois Teacher Certification Board, *Certificate of Clinical Competence (CCC), Nationally Certified School Psychologist (NCSP), or Licensed Clinical Social Worker (LCSW)* after the effective date of the <u>2019-2022</u> collective bargaining agreement shall be awarded 6 credit hours on the salary schedule and a one

▶ time stipend of \$1,000.00. Teachers achieving this recognition under previous agreements will continue to receive benefits in effect at the time of their recognition.



▶ In the event staff are required *to attend a workshop or activity on an Emergency Day*/Act of God Day, they will be granted a compensatory work day to be taken during the remainder of the school year subject to rules established in 8.3b except that if the snow day occurs immediately prior to or following a vacation period, then the compensatory day may be taken immediately prior to or following a vacation period.



Dental Insurance

▶ When two bargaining unit employees are legally married, they shall have the option of combining the Board single-member dental insurance contribution toward the cost of full family dental insurance coverage. This option will no longer be available to participating bargaining unit employees upon the separation from employment of one or both of the employees or in the event of legal divorce. Employees may opt out of this option, but will not receive any payment for opting out.



10.2 Other Job Items

b. Overtime - Overtime pay for duties related to the individual's an education support professional's primary assignment shall be paid at the rate of 1-1/2 times the individual hourly rate. For the purpose of this Section (10.2b) overtime shall be paid when the individual works in excess of forty (40) hours per week. Holidays that fall during the work week, Monday through Friday, shall be considered as days worked in calculating total hours worked in a given week. Except in emergency situations as determined by the appropriate supervisor, overtime shall be assigned on a rotational basis to individuals who, in writing, annually request that they be placed on a rotational overtime list and who are qualified to perform the assigned tasks.



Principals' Temporary Substitute

On occasions when a principal or assistant principal must be out of the building, the duties of a principal may be undertaken temporarily by bargaining unit members. A stipend of fifty (50) dollars per half day and one hundred (100) dollars per full day will be paid to the bargaining unit member to reflect the extra time and responsibility necessary to carry out these temporary duties. The position of "Principals' Temporary Substitute" will be posted by Human Resources electronically at the beginning of the school year so that all interested bargaining unit members may apply. When the need arises, Principals' Temporary Substitutes will be selected by administration from the pool of applicants. Preference Consideration will be given to bargaining unit members with a Professional Educator License with an administrative endorsement or individuals working on that endorsement.



Principals' Temporary Substitute

8.12 Educational Support Professionals Seeking a Professional Educator License (NEW) Educational Support Professionals who are taking the necessary college coursework to meet the requirements for acquiring a Professional Educator License (PEL) may be offered the opportunity to use one day per week for the purpose of completing required and scheduled college coursework when the college preparatory program requires coursework to be completed during the work day once per week. The time period for the required college coursework under this provision shall not exceed 12 months. The Board shall maintain the right to deny participation for any reason. For Educational Support Professionals utilizing this benefit, an agreement must be signed prior to commencement that commits the employee to two (2) years of teaching service within the school district after successful attainment of a PEL. If an employee is not offered employment in the school district in the school year following the attainment of a PEL, the employee is released of his/her/their commitment to this agreement.



E-Learning Days

In the event of a school or district emergency that would prevent students from attending school in person, an E-Learning Day(s) may be used instead of an Emergency Day. E-Learning Days will only be used when advance notification can be provided to students, families and staff. Remote learning devices will be distributed to students and staff in order to provide the technology needed for access to instruction and learning from a remote setting. The Board has an E-Learning Plan approved by the Madison County Regional Office of Education and developed in collaboration with the Association that outlines the procedures when utilizing an E-Learning Day. This plan shall be reviewed annually by a joint committee of the District and Association and posted on the district website. E-Learning Days count as a day of instruction in the school calendar.



Probationary Period and Trial Period

7.1 (5.) <u>Performance Trial Period (NEW)</u>

In the event an Educational Support Professional bids or transfers to another position that is a job classification change or would cause a change in salary schedules, the employee shall be given the first ninety (90) days in the new position full time as a performance trial period to demonstrate their ability to proficiently perform the duties and responsibilities of the new position. The employee will be given an evaluation of job performance after the first 45 days have been completed and prior to 60 days in the new position. If during the evaluation it is deemed the employee needs improvement to retain their position, a remediation plan will be developed and discussed in a meeting with the employee, supervisor and an Association representative. If the employee is unable to demonstrate proficiency in completing the new duties and responsibilities or seniority rights. The Board shall provide the necessary training needed during the 90-day performance trial period.

7.1 (6.) <u>Probationary Period of Employment (NEW)</u> Educational Support Professionals who are in their first year of employment with the District shall be considered probationary employees. The Board shall provide the necessary training needed during the probationary period. At any time during the one-year probationary period, the Board may dismiss an employee if said employee is unwilling or unable to perform their job duties. Dismissal during or at the end of the probationary period shall not be grievable or arbitrable.