Agreement between the Board of Education of the Alton Community Unit School District No. 11 and the

Alton Education Association

2022 - 2023

2023 - 2024

2024 - 2025

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**ARTICLE I RECOGNITION**

1.1 Recognition

The Board of Education, Alton Community Unit School District No. 11, Madison and Jersey Counties, Alton, Illinois, hereinafter referred to as the "Board" hereby recognizes the Alton Education Association, affiliated with IEA/NEA, hereinafter referred to as the "Association," as the sole negotiating agent for all licensed employees including teachers, art therapists, counselors, nurses, librarians, social workers, psychologists, division chairpersons and all educational support professionals including administrative assistants, assistants, food service workers, maintenance employees, athletic trainers, English as a Second Language (ESL) Assistants, crossing guards, bus assistants, security employees, safety assistants, special education assistants, library assistants, social skills tutors, interpreters but excluding the superintendent, assistant superintendents, plant facilities and maintenance administrator, director of human resources, Title I and special services administrator, coordinator of instructional services and special programs, director of financial services, technology administrators, directors, principals, athletic director, assistant principals, deans of students, dean of guidance, superintendent's secretary, the assistant superintendents' secretaries, human resources assistant, payroll clerk, and other supervisors and managers as defined in the Act.

Those licensed/teaching personnel who are assigned from full-time duties to part-time duties and who are granted contractual continued service status by the Board will be considered in the same category as full-time personnel for purposes of Association representation. Teachers employed by the Board for other than regular teaching duties shall not have the assignment, retention, or job responsibility of these extra duties covered by this Agreement.

It is understood that if the Alton Community Unit District No. 11 should decide to no longer subcontract custodial, warehouse employees and drivers and directly employ members of these employee groups during the course of this agreement, the IEA/NEA will be recognized as the sole negotiation agent for these employee groups and these employee groups would be added to the recognition language in 1.1 of the agreement.

1.2 Definitions

1. Supervisors, managerial employees, confidential employees, are defined in Section 2 of the Illinois Education Labor Relations Act and include the following positions: Superintendent, assistant superintendents, plant facilities and maintenance administrator, director of human resources and planning, coordinator of instructional services and special programs, director of financial services, director of data and technology services, directors, principals, coordinator of early childhood programs, athletic directors, assistant principals, deans of students, superintendent's secretary, the assistant superintendents' secretaries, human resources assistant, payroll clerk, exempt security employees, maintenance foreman, and other supervisors and managers as defined in the Act.
2. The term "employee" when used hereinafter in this agreement shall refer to all 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.
3. 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.
4. 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.
5. 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.

1.3 Recognition Limitations

The Board agrees not to negotiate with any other organization purporting to represent employees defined as in 1.1 above as in the Association bargaining unit or with individual employees within the bargaining unit with regard to negotiable items as defined in Article II, Section 2.1 unless otherwise provided for in this Agreement or unless mutually agreed upon by the parties during the term of this Agreement; provided, it is understood that the Board and the administration retain their right to discuss with individual employees in the District matters relating to educational programs, policies, procedures, or processes which are beyond the scope of salaries and terms and conditions of employment covered by this Agreement.

**ARTICLE II NEGOTIATIONS**

2.1 Negotiations

The Board and the Association agree to negotiate in good faith with respect to wages, hours, and terms and conditions of employment, provided that nothing contained herein shall require the Board to bargain over matters of inherent managerial policy, including, but not limited to, such areas of discretionary policy as the functions of the employer, standards of service, the overall budget, the organizational structure and selection of new employees, and direction of employees.

2.2 Selection of Negotiators

The Board shall select representatives of its choosing but shall not select any "employee" as herein defined and the Association shall select representatives of its choosing but shall not select board members, "administrators or supervisors" as herein defined, or secretaries who qualify as confidential employees.

2.3 Authority of Negotiators

Each party agrees to confer upon its respective representatives the authority to make proposals, counter-proposals, and to reach tentative agreement.

2.4 Negotiations Procedures

Meetings shall be held as necessary at times and places agreed to by both parties. If the mutually agreed upon time is during the workday of an Association team member, the member shall be granted release time from duties without loss of pay or other benefits. The Association shall reimburse the Board for the cost of a substitute if one is normally provided. This provision shall not be applicable during any strike or job action participated in by the Association.

2.5 Agreement in Negotiations

When a tentative agreement is reached in negotiations, the Agreement shall be reduced to writing and presented to the Association membership and to the Board for ratification. Copies shall be made available to each employee. The Association and the Board shall share the cost of printing.

 2.6 Failure to Reach Agreement

If the parties cannot reach agreement, then both parties shall agree to use the Federal Mediation and Conciliation Service. The cost of the mediator shall be equally shared by the Board and the Association. The results of the mediation shall be made known to the Board and to the employees following the mediation process in accordance with the amendments to the Illinois Educational Labor Relations Act, 115 ILCS 5/1 et seq.

2.7 No Strike

During the term of this Agreement, and any extension thereof, no employee covered by this Agreement or the Association or any person acting on behalf of the Association shall ever or at any time engage in, authorize, or engage in any picketing, any recognition of any picketing line on the school district's premises, any strike, slowdown, or any 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.

**ARTICLE III EMPLOYEE RIGHTS**

3.1 Right to Organize

The Board and the Association recognize the right of employees to form, join, and participate in lawful activities of employees' organizations and equally, the alternative right of employees to refrain from any and all such activities. The Board will not discriminate against any employee with respect to terms and conditions of employment by reason of membership in the Association.

 3.2 Employee Reprimand

Licensed employees on continued contractual service and school service employees having completed their probationary period shall not be disciplined without just cause. The employee shall be given advance notice of any meeting that could result in a written account being placed in the employee's personnel file. Upon request an employee shall have the right to have a representative of the Association present when the employee is being formally reprimanded for an infraction of the rules or for delinquency in professional performance which could result in a written account being placed in the employee's personnel file, or when the employee's suspension or discharge is to be discussed. All written information forming the basis for the reprimand shall be made available to the employee. Nothing in this section shall preclude the right of the Administration to take such actions necessary for the protection of all parties pending such a conference.

3.3 Formal Evaluation

The procedures for the evaluation plan for licensed employees that have been negotiated between the Board and the Association shall be incorporated into and become a part of this agreement, subject to state statutory or regulatory changes or joint PERA committee decisions. The plan shall be subject to the grievance process with the exception of the ratings of excellent, proficient, needs improvement, and unsatisfactory.

3.4 Dues Deduction

The Board shall withhold from the compensation of an employee dues payable to the Association subject to the following conditions and/or requirements:

1. The Board shall make deductions from the regular paychecks of each employee who shall submit to the District Business Office a written authorization on a form specifying the dues and assessments regularly and uniformly required by the Association as a candidate for membership.

1. Such authorization for deductions shall be effective no earlier than thirty (30) calendar days following its receipt by the Board.
2. Such authorization shall remain in effect according to its terms; provided such may be revoked by giving thirty (30) calendar days’ written notice to the Board.

1. Termination of employment for any reason shall constitute revocation of such authorization effective the last day of employment.
2. Written notice of change of the terms of such authorization shall be received by the Board no later than sixty (60) calendar days prior to the date on which such changes shall become effective.

1. The amount to be withheld from such regular payroll period shall be equal to the pro rata share of the total annual amount of dues and shall not vary in amount from paycheck to paycheck during any single school term subject to the provisions of Section 5 of this Article and the right of the Board in its sole discretion to waive the limitations of this Section without precedent.

1. All authorized deductions shall be remitted by the Board to the designated representative of the Association no later than ten (10) work days after such deductions are made.

1. The Association shall indemnify and hold harmless the Board and its members, agents, and employees from any and all claims, demands, suits and costs incurred in connection with any such claim, demand or suit, resulting from any reasonable action taken or omitted by the employer for the purpose of complying with the provisions of this Section. The Board agrees to notify promptly the Association in writing of any claim arising out of this Section.

3.5 Hazardous Conditions

If an employee is directed to perform a task that he/she/they feels is hazardous, he/she/they should report the same to either the building principal or the director of human resources and planning, if not in a school building. The district will inform all employees about safety guidelines through written communications. Inoculations against blood-borne pathogens shall be made available on work days.

In the event of a disturbance on the school grounds or in the course of school sponsored activities, employees are expected to act in the interest of student safety and lawful order. In the event a school official has been notified of a bomb threat, no employee shall be required to search for the alleged bomb.

Parents, volunteers, and other visitors to school buildings shall report to the office and shall be given an identification badge before moving about the building.

Parents or guardians who walk into a classroom without a badge shall be asked to report to the office. Teachers shall not be required to meet with a parent or guardian without an appointment, unless the principal requires it.

3.6 Parental Complaints

Any parental complaint, deemed by an administrator or Board member to justify investigation or subsequent action, shall be brought to the immediate attention of the employee involved, by the administrator/designee who received the complaint, in a timely manner. Following the review of the complaint, if requested by the parent/guardian, a meeting will be convened including the parent/guardian, the employee, and administrator/designee. Meetings will be convened at a reasonable time before, during or after school. At their option, the parties may have representatives at the conference. Nothing in this section shall preclude the right of the administration to take such actions necessary for the protection of all parties pending such a conference.

3.7 Assault

The Board does not tolerate assault or battery on employees.

As used in this Section, "assault" means the use of or threat of force upon the body of a school employee with the intent to do bodily harm. "Battery” means the physical contact upon the body of a school employee as the result of the use of force with the intent to do bodily harm.

Any case of assault upon an employee shall be promptly reported to the Board or its designee. Immediate steps shall be taken to protect the safety of the individuals involved, and if requested, the Board shall render assistance to the employee in pursuing the matter with law enforcement and judicial authority.

Upon receipt of a written complaint from any school personnel, the superintendent shall report any incidents of battery committed against school personnel to local law enforcement authorities no later than three (3) days after the occurrence.

3.8 Student Discipline

The Board recognizes its responsibility to give support and assistance to employees with respect to the control and discipline of students. It is the responsibility of the employees to maintain discipline, not only in the classroom, but also in the halls or elsewhere on school property.

1. An employee may refer a pupil for discipline when in the opinion of the employee the grossness of the offense, the persistence of the behavior or the disruptive effects of a violation make the continued presence of the student intolerable. The employee shall fill out an appropriate form indicating the offense and the remedial steps that have been taken.
2. Unless determined otherwisethrough due process, the student shall not be readmitted to the employee's area of responsibility for the balance of the hour.
3. If misconduct continues or the pupil fails the conditions of the principal's or designee's readmission, the employee and principal or designee shall meet to resolve the situation.

1. The district shall take reasonable steps with respect to students who are disruptive or who repeatedly violate rules and regulations.
2. The district shall provide in-service explaining the district's discipline policy and procedures for all employees who are responsible for supervising students.

3.9 Preparation Periods (Teacher)

1. Preparation periods shall apply only to teachers who have regular classroom teaching responsibilities. At the elementary level the preparation period shall be during the traveling teacher's instruction time, such as music, library, and physical education. An attempt shall be made to provide elementary teachers with a preparation period every day. If the traveling teacher is absent, there shall be a substitute teacher provided, if available. At the middle school and high school level this shall be at least the equivalent of a standard class period. During the preparation period no teacher shall be required to accept an assignment except in an emergency situation or to fill an absence due to a previously scheduled student activity. The preparation period shall not be used for office duty except in unusual cases. Upon request, the teacher shall be relieved of duty during the preparation at the earliest possible time. On days which require travel, itinerant teachers can leave school 15 minutes early unless a building meeting has been scheduled.
2. A special education teacher with the primary responsibility to hold an Individualized Education Plan or

 Program (IEP) 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 forgo 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 (1/2) hour.

3.10 Academic Freedom

The Board and the Association agree that teachers shall have academic freedom in the classroom, allowing students to raise questions dealing with critical issues of the time and maintaining an atmosphere of freedom conducive to study, investigation, presentation, and interpretation of ideas. The teacher is responsible for selecting for discussion materials which are relevant to the overall curriculum and to the student's maturity and understanding. Such academic freedom shall not negate the teacher's responsibility to implement the District's planned instructional program.

It is the intent of the parties that this section shall not apply to routine differences of opinion or disagreements among the faculty or between the faculty and administration regarding curriculum, methodology, selection of materials or conduct of classroom teaching and shall not apply to criticisms and critical analysis resulting from the normal evaluation of classroom teaching performance, but shall be utilized only to process claims that academic freedom, as defined in paragraph 1 above, has been clearly and positively breached by some specific, definitive act or order of the administration of the District.

The Board and the Association shall establish and maintain a procedure to be followed in the event any individual or group attempts to censor any textbook, library material, or other instructional materials. Questionable material shall not be removed from accessibility until said procedure has been initiated.

3.11 Employee Rights of Citizenship

Exercise of the rights of citizenship outside of the employee's responsibilities and duties to the Board shall not be grounds for disciplinary action against an employee.

3.12 Site-Based Decision Making and School Improvement Plans

1. A site based decision making process shall require the consensus of the employees involved at that site. The principal will have the responsibility of providing guidelines for the operation and function of the site based committee. The staff at each site shall determine committee members.
2. Licensed Staff shall have two periods of time, for individualized work, PLC collaboration, or one-to-one meeting with their evaluator, a choice based solely on the needs as determined by the staff member, during designated early release/in-service days, not less than ninety (90 minutes, to meet the demands of the Alton Frameworks for Teaching.

3.13 Subcontracting

The Board of Education reserves the right to review and consider the subcontracting of services of any employee group. Furthermore, the Board of Education agrees that it will not subcontract any services currently being provided by the bargaining unit for the duration of this agreement.

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/her/their 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.

**ARTICLE IV ASSOCIATION RIGHTS**

4.1 Use of School Facilities

1. The Association may use the school buildings for its meetings to transact official Association business, subject to advance administrative approval through the plant facilities and maintenance administrator's office. The Association agrees to pay to the Board those expenses occasioned by the meetings.

1. The Association shall have the right to post appropriately identified notices of official Association business on designated bulletin boards and/or in employees' mailboxes. Copies of all notices shall be forwarded to the superintendent. The Association shall assume responsibility for identification, posting, and/or distribution of the material. Material endorsing or opposing a candidate for political office shall not be so posted or distributed.

1. Announcements of Association business which have no impact on the student body may be read over the intercom system in each school building. Such announcements shall be made at times regularly scheduled for announcements in each building by the person responsible for making announcements and may also be placed in information bulletins.
2. The Association shall have the right of reasonable access to employee’s subject to the following:

1. The Association shall provide the District with the names of representatives authorized to discuss Association business.
2. When visiting a facility on Association business, Association representatives shall report to the main office on initial entrance to the site.

1. Association business shall be conducted at times not to interfere with regularly assigned activities and obligations.

4.2 Notice of Board Meetings

The president of the Association shall be sent written notice for all special meetings of the Board together with a copy of the agenda or statement of purpose for each meeting.

4.3 Association Right to Address Board Meeting

The Association shall have the right to address the Board at regular Board meetings during the time established on the agenda for hearing of delegations and representatives.

4.4 Copies of Administrative Documents

Upon request, the Association president or designee shall be furnished with two (2) copies of the Board agenda and minutes for each regular or special Board meeting. Upon request, the Association shall be furnished the most recent electronic copies of the school district's annual financial report, audit, adopted and amended budget, 6th day attendance report, and monthly attendance report at the Association's expense. Nothing herein shall require the administrative staff to research or assemble 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.

4.6 Association Leave

The Association shall be granted release 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/workload. This will not include any preparation time.

The Association shall reimburse the Board for twenty percent (20%) of the actual cost of the Association President’s salary or twenty percent (20%) of the base salary for a Master’s Degree/Step 10 licensed employee, whichever is less, for salary costs resulting from the granting of the Association President’s release time. No released 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 release time, that time shall be taken from the Association leave days and shall be computed at four-fifths (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 days’ notice shall be given.

The Association shall notify the superintendent or his/her/their 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.

4.7 Association Views on Board Policy

Except in situations where the Board shall determine that more immediate action is required, the Board shall read or present in writing, proposed changes in policy at a regular meeting of the Board one (1) month in advance of adoption. The views of the Association may be presented, in writing, to the Board within fifteen (15) days from the date of reading or written presentation, and will be duly considered along with any other views submitted during the thirty (30) day period.

4.8 Rights Granted Only to the Association

The rights granted herein to the Association shall not be granted or extended to any competing employee organization, unless required by statute.

4.9 Association Notification of Building Assignments

The Association shall be notified of all employee building assignment(s) changes at least ten (10) days before the beginning of the school term.

**ARTICLE V DISTRICT RIGHTS**

5.1 District Rights

The District retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested into it by statutes and the State and Federal Constitutions. The exercise of these powers, rights, authorities, duties, and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement. Any dispute arising out of or in any way connected with either the existence of or the exercise of any of the rights of the District set forth herein above or any of the rights of the District not limited by other provisions of this Agreement or arising out of the exercise of any such rights is not subject to the grievance and arbitration procedures of the Agreement unless the grievance question is an allegation that the District has violated a provision of some article of this Agreement, whose violation is subject to the grievance and arbitration process.

**ARTICLE VI ASSIGNMENT, VACANCIES, TRANSFER, AND REDUCTION IN FORCE**

* 1. Definitions

Assignments

The following definitions of assignment shall be utilized for the purposes of this Section:

1. Licensed

1. for high school, grades 9-l2, as the department to which a teacher is assigned.

1. 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.
2. 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.
3. for special education teachers, and all related services (licensed school nurses, psychologists,

 licensed social workers, speech therapists, art therapists, athletic trainers, and others), as the grade

 level, category, instructional level to which the individual is assigned.

1. Educational Support Professionals

 Educational support professional’s assignment refers to the job to which you have been assigned in

 the following categories:

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

Legal Qualifications or Legally Qualified (Certified/Licensed)

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 School Code and the academic experience requirements of

23 ILL. Adm. Code 1 (or its successor or supplementary requirements).

Reduction in Force

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 licensed staff or education support professionals as a result of a decision by the

Board to decrease the number of teachers employed or to discontinue some particular type of teaching or

educational support service.

Seniority

1. Licensed

 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.

1. Other teaching experience in private elementary and secondary schools, or college and

university experience.

1. Horizontal position on the salary scale.
2. Educational Support Professionals

For the purpose of this section, seniority shall be defined as the current period of full-time and regular

part-time continuous service in the District.

Transfer

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 employee for such a transfer.

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 they do not intend to return, the position will be treated as any other vacancy.

6.2 Notice of Vacancies: Transfers

1. Licensed

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.

1. 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.

1. Vacancies shall be posted as they occur beginning the first week of January 1 through July 31. 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 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 after the last day of school will be posted and emailed to district employees utilizing their district email address.

A list of in-district applicants shall be sent to the Association President after the close of the vacancy posting.

1. Vacancies which occur after December 1 of the current school year may be filled by a temporary assignment until the end of the current school year.
2. Educational Support Professionals

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 a least five (5) working days.

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, diversity in the building and/or grade level 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.
5. Probationary employees shall not be considered for vacancies unless the placement results in

additional compensation. The successful applicant for a lateral or lower paid position must hold that position the remainder of the current fiscal year prior to being considered an applicant for another vacant lateral or lower paid position.

1. No position requiring fewer than three (3) hours per day shall be bid.
2. No involuntary transfer shall be made without due consideration and reasons given in writing. An individual affected by an involuntary transfer shall be notified immediately.
3. Qualifying test scores shall be valid for the remainder of the individual’s employment in continuous service with the District.
4. 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 Involuntary Transfers

1. Licensed
2. When an involuntary transfer of a tenured teacher not associated with a reduction in force is made necessary, the following guidelines shall apply. Any involuntary transfer not within these guidelines shall be made on the basis of seniority in the District.

If a surplus area is reopened prior to the start of the year in which the transfer goes into effect or within the first two (2) weeks of that school year, the involuntarily transferred teacher shall have the opportunity to return to that same position.

If a regular classroom teaching position in a given elementary building is eliminated, the regular classroom teacher of that grade level who has the least seniority shall be subject to an involuntary transfer.

The teacher, if more senior than another teacher at the same grade level, in the District, shall be assigned to the position occupied by the least senior teacher of that grade level in the District, and the teacher so replaced may be assigned to any position for which that teacher is legally qualified.

1. If a special area elementary teaching position such as library, physical education, Title I, etc., in a given building is eliminated, the teacher shall be subject to an involuntary transfer within the following limitations:

1. If there is only one teaching position of the given specialty that has been eliminated, the teacher holding that position is subject to an involuntary transfer.
2. If there are two or more teaching positions of the given specialty and not all positions are eliminated, the teacher with the least seniority shall be subject to an involuntary transfer. The teacher, if more senior than another teacher in the same specialty area in the District,

shall be assigned to the position occupied by the least senior teacher of that specialty area and the teacher so replaced may be assigned to any position for which that teacher is legally qualified.

1. If a teaching position in a given middle school level (grades 6-8) is eliminated, the teacher of that grade level with the least seniority who legally qualifies to teach equivalent subject areas as the teacher whose position is to be eliminated shall be subject to an involuntary transfer.

1. If a teaching position is eliminated in a given department at the high school (grades 9-12), the seniority of all teachers in that department shall be determined. The teacher with the least seniority shall be subject to an involuntary transfer. Teachers legally qualified to teach specialized subjects for which there are no other teachers in the department legally qualified when such specialized subjects are to be included in the departmental offerings for the year under consideration shall be exempt from an involuntary transfer.
2. If a program such as art, instrumental music, media services, etc., at one or more organizational levels (elementary, middle school, high school) is eliminated, the teachers in that program shall be subject to involuntary transfers within the following limitations:

The teacher whose position has been eliminated, if more senior than another teacher in the same program at a different organizational level, shall be assigned to the position occupied by the least senior teacher in the program at the different organizational level, and the teacher so replaced may be assigned to any position for which that teacher is legally qualified.

1. Insofar as possible, an involuntarily transferred teacher shall be assigned in any position requiring the major or minor field of the teacher's preparation on the basis of seniority.
2. No provision of this Section shall supersede the right of the administration to transfer teachers to meet the requirements of State Board of Education rules, regulations, or written directives.
3. A determination of legal qualifications for teacher assignment shall be based on transcripts on file in the Human Resources Office of the District Administrative Center by January 1 of the school year.

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.

1. Educational Support Professionals

An involuntary transfer is a transfer that is not voluntary on the employee’s part.

6.4 Reduction in Force

1. Licensed

1. A reduction in the number of teachers in the District as a result of Board of Education action to decrease the number of teachers employed or to discontinue some particular type of teaching services shall be in accordance with the following guidelines: The Board shall first consider the teachers’ certification area and qualifications. Among teachers who satisfy all certification and qualification requirements, performance evaluations shall be used to determine the sequence of layoff in accordance with the provisions in Section 24-12 of The School Code. 105 ILCS 5/24-12. Seniority shall be used only to rank teachers in Groups Three and Four as provided for in Section 24-12, or in Group Two when their evaluative ratings are equal.

Nothing in this Section shall preclude the retention of teachers on the basis of the legal qualification requirements for given teaching positions.

1. A determination of legal qualifications for teacher assignments shall be based on transcripts on file in the Human Resources Office of the District Administrative Center by January l of the school year.

1. 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 re-employment for Group Three and Four teachers shall be subject to a 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 licensed staff is available.
2. A teacher's failure to respond affirmatively, within twenty (20) calendar days after mailing of the Board's letter sent by certified mail to the teacher's address on file with the Board recalling such teacher, shall result in termination of the teacher's rights of recall hereunder.
3. 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. Paraprofessional
5. 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
16. Athletic Trainers

If the Board determines it is necessary to reduce the number of educational support professionals within any group, then termination shall occur in the following sequence:

1. Individuals in the group who are employed for less than nine (9) months per year or less than five and one-half (5-1/2) hours per day will be terminated in ascending order with the individual with the least district experience being terminated first.
2. Individuals in the group who are employed nine (9) or more months and five and one-half (5-1/2) hours or more per day will be terminated in ascending order with the individual with the least district experience being terminated first.
3. If two or more individuals in a group have an equal length of service within the district, full-time experience shall have precedence over part-time experience as defined in 1 and 2 above. If the above criteria should be equal, the superintendent or his/her/their designee shall make the decision.
4. If an individual is scheduled for reduction from a group, he/she/they may elect to return to any other group in which he/she/they has prior experience. Entry into the group shall be based upon district seniority within the group.

If the Board increases the number of individuals in a group in which there has been reductions, or if a position becomes available in a group in which there have been reductions, the Board shall offer re-employment to the individual(s) laid off in reverse order of the procedure specified above, providing said individual(s) can satisfy job requirements.

The parties understand that vacancies which occur shall be promptly posted for bidding in accordance with the provisions of this agreement, so that remaining employees have the opportunity to bid on such vacancies. Positions which remain available after the posting and bidding process has been completed shall be offered to employees on layoff status by order of seniority.

An employee on layoff status from a particular group that can satisfy the job requirements for any position that comes available shall not be required to bid on such positions, nor shall said employee be required to complete any test for such positions in order to be recalled.

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

An individual’s failure to respond affirmatively to an offer of re-employment, within twenty (20) calendar days after mailing of the Board’s letter sent by certified mail, shall result in termination of the individual’s right to recall.

When an individual holds a position which requires certification by statute or regulation and there Is no individual with more experience holding certification, the individual shall be exempt from this Section.

1. One-to-one assistants who have continuous employment as a substitute for a minimum of two (2) consecutive quarters (6 months) and who meet the necessary qualifications shall be hired as a regular employee of the school district. Should a position become unnecessary during the school year (i.e. a child is no longer in need of the service of the one-to-one assistant or a child leaves the school district) said regular employee(s) shall be assigned to work as a substitute (ESP) for the balance of the school year and maintain the same salary and benefits as they were entitled to as a regular employee.

6.5 Employee Notification of Building Assignments

1. Licensed Employee - Except in cases where the administration deems it necessary, no change in the teacher's building assignment shall be made later than thirty (30) days preceding the commencement of the next school term.
2. Educational Support Professional – An individual shall be given written notice of said individual’s tentative building assignment for the forthcoming year no later than forty-five (45) days preceding the first day of the new school term if the tentative assignment is different than the previous year’s assignment.

**ARTICLE VII PERFORMANCE TRIAL PERIOD, PROBATIONARY PERIOD OF EMPLOYMENT-**

 **EDUCATIONAL SUPPORT PROFESSIONALS**

7.1 Performance Trial Period

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 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 within the first sixty (60) days in the new position. If during the evaluation it is deemed the employee needs improvement to retain their position, a performance improvement 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, the employee will be returned to a position equivalent to their previous assignment without any loss of benefits or seniority rights. The Board shall provide the necessary training needed during the ninety (90) day performance trial period.

7.2 Probationary Period of Employment

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.

**ARTICLE VIII ADMINISTRATIVE REGULATIONS AND PROCEDURES**

8.1 Employee Personnel File

1. A personnel file of material relating to an employee's employment shall exist at the Administrative Center Human Resources Office. (This file shall be the sole repository of records to be utilized in decisions affecting employee discipline).

1. All material placed in the personnel file and originating within the system shall be available to the employee at his/her/their request for inspection during regular office hours, except as provided in "e" below, in the presence of an Association representative, if requested, and of the administrator responsible for keeping the files, or his/her/their designee. (The employee shall be entitled to receive one (1) copy of any or all of the contents of his/her/their file at no charge, upon request.)

1. Material originating within the system shall not be placed in an employee's file unless the employee has first been given a copy of such material and given the opportunity to read the material. If the employee requests, the employee shall be given the opportunity to discuss the material with the appropriate supervisor or administrator. The employee shall acknowledge that he has read such material by affixing his/her/their signature on the actual copy to be filed. The signature does not indicate agreement with the content of the material.

1. The employee shall have the right to answer any materials filed. Their answer shall be submitted to the immediate supervisor within fifteen (15) days following the employee's receipt of the materials being answered and forwarded to the Administrative Assistant to the Superintendent, who shall attach it to the file.

1. All references and information originating outside the system on the basis of confidentiality, and references and information obtained within the system in the process of recommending the employee for employment or change in position shall not be available for inspection by the employee. The Board agrees to protect the confidentiality of personal recommendations within the provisions of the law.
2. The employee shall have the right to submit employment related material for his/her/their file. This material shall be submitted to the principal or supervisor and/or forwarded to the Superintendent or designee, who shall place all appropriate material in the employee's file.
3. No one other than district administrators or those with legal access shall have access to the employee's personnel file without prior written consent of the employee.
4. All disciplinary material placed in the personnel file shall be signed by the originator of the material.

8.2 Sick Leave

1. The Board shall grant employees sick leave, per fiscal year, as follows: 9-month employees will be granted fourteen (14) sick days per fiscal year, 9.5-month employees will be granted fourteen and one-half (14.5) sick days per fiscal year, 10-month employees will be granted fifteen (15) sick days per fiscal year,

10.5-month employees will be granted fifteen and one-half (15.5) sick days per fiscal year, 11-month employees will be granted sixteen (16) sick days per fiscal year, 11.5-month employees will be granted sixteen and one-half (16.5) sick days per fiscal year and 12-month employees will be granted seventeen (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.

1. Employees who reach an accumulation of one hundred 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 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 negotiate an immediate replacement.

1. When sick leave is exhausted, earned vacation days may be used as sick leave at the written request of the school service personnel or his/her/their designee.
2. 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, will require employees to substitute applicable paid leave toward the employee's leave entitlement under the FMLA. The Board 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.
3. 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.
4. Upon retirement, licensed 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.
5. 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/her/their final paycheck for services rendered.

The payment made to school service personnel under section D. above shall not be made within the thirty (30) day period following retirement so as to avoid constituting IMRF creditable earnings.

1. If an employee suffers a work related injury requiring medical treatment, no loss of sick leave shall occur on the day of the incident.

8.3 Bereavement Leave

Non accumulating bereavement leave days shall be available to employees in the case of death of a family or household member. 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.”

8.4 Personal Leave

1. The Board shall grant each employee two (2) days of personal leave without loss of pay. Employees can accumulate up to four (4) days of personal leave. At the end of each year, unused personal leave in excess of two (2) days shall be accumulated as sick leave.
2. Personal leave days shall not be scheduled immediately prior to or following a vacation period nor during the first five (5) days or last five (5) days of the school 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.
3. If possible, notification of personal leave shall be made in writing three (3) days prior to the date of absence.
4. Personal leave cannot be used to participate in a work stoppage or for income producing personal

 business. Each instance of abuse of personal leave shall result in the loss of one day's pay.

1. No more than ten percent (10%) of the licensed employees and no more than two (2) school service employees in each building shall be permitted to utilize personal leave on the same day. Buildings having fewer than twenty (20) licensed employees will not exceed two (2) licensed employees using personal leave on the same day. Except in cases where there is only one employee in a given classification, utilization of personal leave shall not deplete said classification on any given day. The date and time of submission of the written notification will be the determining factor in establishing priorities with the earliest notification receiving first priority for using personal leave. The Superintendent or designee may waive this provision.

8.5 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/child-rearing leave without pay or other benefits as established by Board Policy 5:250 Professional Personnel –

Leaves of Absence and Board Policy 5:330 Educational Support Personnel – Sick Days, Vacation, Holidays, and Leaves subject to the following conditions:

1. 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.

1. After consultation with the employee, the superintendent or designee shall prepare a plan for the commencement and termination of such leave, taking into consideration maintenance of continuity of instruction and medical factors to the maximum possible degree, and the pertinent time factors related thereto. The leave shall not exceed the balance of the school year if the leave commences before the end of the first semester. When the leave commences in the second semester, it shall not exceed the balance of that semester and one (1) fiscal year if so requested. Such leave shall commence upon 1) the date agreed upon by the superintendent or designee and the employee, 2) actual date of delivery, or 3) the date on which the employee is required to leave or cease employment because she is unable to perform her duties, whichever shall first occur. The superintendent or designee may waive any of the provisions of this Section at his/her/their sole discretion, and any such waiver shall not be precedential in any respect.
2. Sick leave shall not be applicable during the period of the maternity/child-rearing leave beyond the initial twelve (12) work weeks when the District will count the maternity/child rearing leave toward the employee’s Family Medical Leave Act of 1993 (“FMLA”) leave entitlement. Any accumulated sick leave available at the commencement of the leave shall be available to the employee upon return to employment in the District.

1. With the consent of the carrier, the employee may maintain insurance benefits by making timely payments of all premiums which may be due to the District's Business Office or elsewhere pursuant to its direction.

1. Any employee who has been employed one hundred eighty (180) or more days of the school term prior to the commencement of such leave shall be entitled to such advancement on the salary schedule as she would have had if the leave had not been granted. If the leave exceeds the school term in which such leave commences, the second school term shall not be considered for step advancement on the salary scale.

1. In all instances where an employee is granted a maternity/child-rearing leave of eight (8) calendar months or more, as a condition thereof, she shall advise the superintendent or designee in writing no later than March l prior to the termination of such leave that she intends to return to employment.

Failure to timely advise the superintendent or designee of intent to return as required by the preceding sentence shall be treated as an election not to return to employment and as a resignation from the District.

1. Any employee desiring adoption leave as a result of becoming an adoptive parent shall notify the superintendent or designee, in writing, upon the initiation of such adoption proceedings. Leave shall be granted upon satisfactory written notification to the superintendent or designee of the date the child is expected or received.

It shall be the responsibility of the applying employee to keep the superintendent or designee informed on the status of the proceedings, and, as soon as known, the expected date of the delivery of the child.

1. Nothing in this Section shall be construed as requiring any employee to apply for a maternity/child-rearing leave. An employee not eligible for or not desiring maternity leave may utilize accumulated sick leave during any period of disability related to her pregnancy and/or to the delivery of the child. 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, will require employees to substitute applicable paid leave toward the employee's leave entitlement under the FMLA. The Board will also, in accordance with the FMLA, require employees to count any unpaid leave toward the employee's FMLA leave entitlement.
2. In the event that the pregnancy terminates or the death of the child occurs prior to the end of the leave of absence, the employee may request to be returned to active service. Such requests shall be granted upon the availability of a position for which the employee is legally qualified.
3. A male employee who has entered upon contractual continued service shall be entitled to a child-rearing leave of absence. Such leave shall be unpaid and shall be subject to all of the applicable notices and other requirements as set forth in this policy. Eligibility for such leave shall arise upon the anticipated birth of a child which the employee has fathered or upon his/her/their planned adoption of a child.
4. A non-tenured teacher must work full-time a minimum of one hundred twenty (120) school days during the school year in order to constitute continuous employment necessary to attain contractual continued service status (tenure) under Section 24-11 of The School Code. 105 ILCS 5/24-11. A school term not qualifying for full-time continuous service under this Section 8.4 shall not constitute a break in service for determining whether the teacher has been employed for four (4) consecutive school terms, provided the teacher returns to work the following school year.

8.6 Leave of Absence

Upon request, tenured teachers and educational support employees shall be granted a leave of absence for one (1) year. When returning from leave, the employee must accept the first available position for which he/she/they is qualified. An employee may be granted a leave of absence for any of the following reasons: military service, service in the General Assembly, personal reasons if approved and recommended by the Superintendent.

Upon request by the Association, the District will provide a list of employees currently on an approved leave of absence along with the termination date of said leave. An employee who has been granted a leave of absence shall advise the Superintendent or designee in writing no later than March 1 prior to the termination of such leave that he/she/they intends to return to employment. Failure to timely advise the Superintendent or designee of intent to return as required by the preceding sentence shall be treated as an election not to return to employment and a resignation from the District.

8.7 Paid Holidays (Educational Support Professionals)

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 Day

\*Independence Day

 Labor Day

 Columbus Day

 Election Day (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.

If sick leave benefits have been exhausted and the individual is absent from work, holidays will not be paid.

8.8 Vacations (Educational Support Professionals)

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.

8.9 Mileage

For all required or district approved mileage in personal cars, employees shall be paid the rate established by the Internal Revenue Service on January 1 of each year for the duration of this contract. Mileage shall be calculated based on the shortest distance the employee could take. Mileage reimbursements must be submitted within sixty (60) days of the event.

8.10 Educational Credits (Teacher)

1. Undergraduate credit may not be applied for salary credit unless the courses are directly related to the individual's teaching field and were not included in the undergraduate program of the teacher. These courses may be applied for salary credit above the Bachelor's Degree, but not above the Master's Degree. Undergraduate credit for salary purposes may be granted upon application by the teacher and approved by the superintendent or his/her/their designee.

1. Undergraduate credit earned after the Bachelor's Degree is conferred but required for Illinois Certification as a teacher shall not be applicable for salary credit.

1. 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 individual's 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.
2. Those courses which support the qualification for an advanced degree program and which support the current teaching assignment, or those courses which support efforts to qualify for planned change of position within the District shall be approved for advancement on the salary schedule.
3. College credit meeting these criteria earned by the close of any accredited summer school program shall be applicable to the salary of the individual for the following school year. Transcripts must be received by October l5, following completion of the summer term. Any exceptions must be approved by the superintendent or his/her/their designee.

1. Any course for which the above criteria do not apply may be accorded credit for advancement on the salary schedule only upon application by the teacher and approval of the superintendent or his/her/their designee. This application must include a description of the course, including course number, sponsoring school, and credit value with a statement explaining how the course will enhance the value of the individual's service function.

8.11 National Board Certification and Professional Mastery Certifications/Achievements

Licensed 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), Licensed School Nurse Endorsement or Licensed Clinical Social Worker (LCSW) after the effective date of the 2022-2025 collective bargaining agreement shall be awarded 6 credit hours on the salary schedule and a one-time stipend of $1,000.00. Licensed staff achieving this recognition under previous agreements will continue to receive benefits in effect at the time of their recognition.

8.12 Educational Support Professionals Seeking a Professional Educator License

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.

8.13 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.

8.14 School of Attendance for Employees’ Children

Employees who live in the district shall have the option of having their child/children placed at the school in which they are employed. Implementation of this option will be subject to the following guidelines:

1. Employees must live in the district.
2. Employees can make an application for each full school year of this contract.
3. Applications will be accepted through July 1 of each year.
4. The option is only available at K-2 grade levels in a given school where the projected class size does not exceed 22.0 after district registration.
5. The option is only available at 3-5 grade levels in a given school where the projected class size does not exceed 26.0 after district registration.
6. This option only applies to classes/programs available in the building as determined by the Board of Education. Classes/programs will not be added to a building to accommodate this option.

8.15 Working on an Emergency/ “Act of God” Day

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 8.4B except that if the emergency 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.

8.16 School Calendar

The Association and the Administration shall mutually agree on the recommendation of calendar (s) by February l5. The calendars shall be prepared at least two (2) years in advance. Final authority in this matter rests with the Board of Education.

8.17 Safety Apparel

Food service employees will receive $100 annual reimbursement for non-slip shoes, and maintenance employees will receive $150 annual reimbursement for steel-toe boots per fiscal year (July 1 – June 30) when substantiated by receipt(s). Additionally, the District shall provide maintenance employees with three (3) long-sleeve uniform shirts, three (3) short-sleeve uniform shirts or T-shirts, three (3) pants (Dickies – no jeans), one (1) uniform jacket and one (1) uniform coat (pants, jacket and coat upon request of the employee). Shoes, steel-toe boots and District provided uniform shirts and pants must be worn at all times during the work day. Shirts, pants, jackets and coats shall be replaced by the District as they become excessively worn at the discretion of the Maintenance Director.

8.18 Shared Expectations for Professional Dress:

Administrators, teachers and staff are expected to dress professionally. As a result of this shared expectation between district administration and the Alton Education Association, the following will apply beginning with the 2019-2020 school year. Blue jeans (except on Fridays), sweatpants, sweatshirts, t-shirts, shorts, low-rise pants where midriff is exposed, athletic/pool/shower-style flip flops and slides, bib overalls, shirts with spaghetti straps, shirts where midriff is exposed, or any other apparel considered to be inappropriate by a central office administrator will not be permitted. The exceptions to this prohibition include: field trips, packing and unpacking days, school spirit shirts, education wear, Association wear, outdoor event days (half or full), extreme weather events and other days as approved by the building administrator. Additionally, certain positions require specific apparel that is exempt from the above including: P.E., art, maintenance, vocational and other position apparel deemed appropriate by building administration.

8.19 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. Consideration will be given to bargaining unit members with a Professional Educator License with an administrative endorsement or individuals working on that endorsement.

**ARTICLE IX GRIEVANCE PROCEDURE**

* 1. Definitions

1. A "grievance" shall mean only a complaint that there has been an alleged violation, misinterpretation, or misapplication of a specific identified and defined provision of this Agreement.
2. A "grievant" may be any employee of the District covered by the terms of this Agreement, or the Association.

1. A "day" is any day in which the central administrative office of the District is open for regular business.

1. Failure of an employee or the Association to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step.

9.2 Informal Level

Step l - An attempt shall be made to resolve any grievance in informal discussion between the grievant and the supervisor responsible for the action or decision which led to the alleged violation. If the grievance cannot be resolved informally, the following procedure shall be employed. Upon request, an employee may have a representative of the Association present at this level or above.

9.3 Formal Level

Step 2 - A formal grievance shall be submitted in writing to the supervisor responsible for the action or decision which led to the alleged violation stating the nature of the grievance, specific clause(s) violated and remedy requested within twenty-five (25) days of the initial alleged violation. The supervisor shall arrange for a meeting to be held with the grievant within ten (10) days of the filing of the grievance. The supervisor shall prepare and submit a written answer to the grievant, the Association, and the superintendent within fifteen (15) days of the meeting. Upon request, an employee may have a representative of the Association present at this level or above.

Step 3 - If the grievance is not resolved at Step 2, the grievant or the Association grievance committee representative may refer it, in writing, to the superintendent of schools, such to occur within twenty-five (25) days of the receipt of the immediate supervisor's answer. The superintendent or his/her/their designee shall arrange for a meeting to be held with the grievant within fifteen (15) days after referral to the superintendent or his/her/their designee. The superintendent or his/her/their designee shall prepare and submit a written answer to the grievant and the Association within fifteen (15) days of the meeting.

Step 4 - If the grievance is not resolved satisfactorily at Step 3 - there then shall be available a fourth step of final and binding arbitration. The Association may submit, in writing, a request on behalf of the Association and the grieving employee within forty-five (45) days of receipt of the Step 3 answer. The parties may request a list of arbitrators from the American Arbitration Association. An arbitrator shall be selected by the two parties within twenty (20) days following receipt of the arbitration request. Each party shall bear the cost for its representation in arbitration. Expenses for the arbitrator's services shall be divided equally by the Board and the Association. The arbitrator, in his/her/their opinion, shall not amend, modify, ignore, or add to the provisions of the agreement. His/her/their authority shall be strictly limited to deciding only the issue or issues presented to him in writing by the Board and the Association and his/her/their decision must be based solely and only upon his/her/their interpretation of the meaning or application of the express relevant language of the Agreement.

9.4 Other

If two or more employees file a grievance involving two or more supervisors, or a grievance involving an administrator above the building level, the employee may request the Association to initiate the grievance at Step 3.

A grievance may be withdrawn at any level before a decision is accepted by the grievant or the Association without establishing precedent.

If the Association or any employee files any claim or complaint in any form other than under the grievance procedure of this Agreement, then the District shall not be required to process the same claim or set of facts through the grievance procedure.

An employee who participates in these grievance procedures shall not be subjected to discipline or reprisals because of filing a grievance.

Records of grievances shall not be placed in the employee's personnel file. Records of grievances shall be kept in separate files.

The parties may mutually agree to waive any of the timelines set forth.

The parties may mutually agree to waive any step in the grievance process set forth.

**ARTICLE X SALARIES**

10.1a Salary Schedule

The salary compensation schedules as hereinafter set forth will be used to determine employee pay rates.

10.1b Employee Pay Period Options

1. The first fifteen (15) requests for summer pay will be honored. Summer pay means the July and August paychecks will be issued in July, if notified by March 1.
2. Employees converting to twelve (12) month pay options must notify the business office in writing before the first day of their work year. Adjustments may be made once a year and are irrevocable for the duration of the year.
3. All extra duty pay shall be paid on the 15th of each month for all staff.

10.1c Employee Overpayment Plan

In the event of overpayment, a reasonable payback plan mutually agreed upon by the involved employee and payroll shall be developed and implemented.

10.2 Other Job Items

1. When educational support professionals are assigned and agree to substitute and perform the duties that distinguish the higher level classification five (5) or more consecutive work days for another individual who is at a higher job differential, that individual shall be paid his/her/their current service pay plus the higher differential rate. This shall be retroactive to the first day of such substitution.
2. Overtime - Overtime pay for duties related to an education support professional’s primary assignment shall be paid at the rate of one and one-half (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 rotating overtime list and who are qualified to perform the assigned tasks.

It is understood and mutually agreed that nothing in this Section shall be construed as a guarantee or limitation of the number of hours of overtime to be worked per week.

1. Call-in-Pay - Educational support professionals called back to work after having completed a work-day, or on a non-work day shall be granted a minimum of two (2) hours pay at one and one-half (1-1/2) times the individual hourly rate. An extension or early report to a regularly scheduled shift does not qualify the individual for the call-in minimums.

1. Standard work week will be forty (40) hours.

1. Classification change - Any individual changing to a higher classification shall receive pay for the higher classification upon the date of change.

1. Full-time administrative assistant personnel shall not be forced to take vacation days when the schools are closed for weather emergencies but may have the option to work on these days.

1. High school counselors may be required to perform duties as an extension of the school year. When such services are required, counselors shall be compensated at their daily contractual rate of pay.
2. Vacancies that occur in assignments within the building, for which additional compensation is paid, shall be posted at each attendance center on or about May 15, of each year to provide employees an opportunity to indicate an interest in an available extra-duty assignment. In making appointments, consideration shall be given but not limited to; seniority in the District, past performance in the assignment, convenience of scheduling, and additional assignments of the employee.
3. When the School District contemplates the availability of summer work, a notice shall be posted in all buildings on or about May 15 of each year. Employees interested in summer work shall notify the Human Resources Office in writing before the close of school. Summer work shall be filled by current employees in the School District when possible. Employees shall be assigned, provided the employee can satisfy the job requirements.
4. The standard work week for licensed classroom (\*) teachers shall be up to 1575 minutes of pupil contact time for all teachers, exclusive of travel.

Licensed teachers that have more than 1575 minutes of pupil contact time per week shall be compensated at the contract rate. This standard time period shall not be exceeded by more than 30 minutes during any week and for no longer than two weeks at a time.

 \*Excluding: Nurses, (6-12) Librarians and Counselors.

1. Maintenance employees shall be entitled to use district vehicles during their lunch periods for the purpose of leaving the work site to purchase their lunch at establishments which are located in reasonable proximity to their work site or which are located on or near the route between work sites. Employees must sign out at the office and sign in upon return and shall not exceed 30 minutes.

10.3 Apprenticeship Program

An apprenticeship program can be used by the administration to fill vacancies in the Maintenance Department. The following criteria shall apply:

1. The decision to fill a vacancy with an apprentice shall rest entirely with the administration.
2. A “joint committee” shall have input in the selection of candidates for the apprenticeship program. This committee shall consist of two (2) members named by the Association President and two (2) members named by the Administration.
3. The final decision on the selection of the successful candidate shall rest entirely with the administration.
4. The candidate must meet all requirements on the posted bid, except those related to experience.
5. The “joint committee” will consider a candidate based on his/her/their previous job performance, attendance record, experience in the position being bid, and district seniority.
6. The point system used for filling vacancies for educational support professionals in 7.1 shall not apply.
7. An apprentice shall have a probationary period of one (1) year.
8. During the probationary period, the administration has the right to return the employee to his/her/their previous position and compensation rate if the employee is not performing satisfactorily.
9. The apprenticeship program shall last for three (3) years. At the end of the three (3) years, the employee shall advance to his/her/their appropriate category as described on the salary schedule.
10. The position vacated by the apprentice shall be filled by substitute personnel and not required to be posted for bid until the probationary period ends.

10.4 Food Service

The District has transitioned to a food services management company. The following provisions apply to the remaining food service employees:

1. No current food service employee shall experience a reduction in hours worked.
2. New employees of the management company shall be held to the same requirements as employees of District 11.
3. Employees shall be compensated at their scheduled rate of pay for required meetings and training sessions.
4. Any increase in the number of hours needed at any work site which could not be accommodated by increasing a job or jobs by one and one-half (1-1/2) hours or less shall be bid. Additional hours added for breakfast programs are exempt and will not require bidding, however, they will be offered to District employees before non-district employees. Such additional hours shall first be offered to District employees in said building with preference for bidding under Section 7.1.
5. Except in emergency situations, as determined by the appropriate supervisor, extra hours for banquets and special events shall be assigned on a rotating basis to individuals who request in writing that they be placed on a banquet and special event list and who are qualified to perform the assigned tasks.

10.5 HVAC/Electrical New Hires

A joint committee with an equal number appointed by the Superintendent and AEA President will be formed to determine the level of service pay of HVAC/Electrical, Plumbing, and Electronic new hires.

10.6 Teacher Assistants' In-Service

Classroom Teacher Assistants may be included in the local in-service training at the discretion of the Administration.

10.7 Job Descriptions

The administration shall develop job descriptions for jobs where they do not already exist.

10.8 Standard Work Day

The standard work day for primary and intermediate buildings shall be seven (7) hours and five (5) minutes. In addition, four (4) meetings per month plus one quarterly meeting may be convened after or before the standard work day for the purpose of providing support to comprehensive school reform. The meetings would include building grade-level meetings, building leadership team meetings, PBIS meetings and faculty meetings.

The building principal and members of the school leadership team shall prepare the schedule of meetings.

The standard work day for those days on which building grade-level meetings, building leadership team meetings, PBIS meetings and faculty meetings are scheduled should not exceed seven (7) hours and forty (40) minutes.

10.9 Computer Technician New Hires

A new Computer Technician hire may be given a year of experience (not to exceed 10 years) on the salary schedule for each year previously worked in a similar position in which appropriate certification was required

(minimum of A+ Certification).

10.10 Board Payment to Teachers' Retirement System

The compensation paid pursuant to the Compensation Schedule shall constitute a teacher's gross salary without any deductions. From this gross salary the Board shall deduct and remit to the State of Illinois Teachers' Retirement System, to be applied to the retirement account of such teacher, a retirement payment as required by TRS. Said payments shall include the payment which teachers are required to contribute for survivors’ benefits. It is the intent of the parties by this Agreement to qualify the payments to the Illinois Teachers’ Retirement System as "picked-up" contributions within the meaning of Section 414 (h) (2) of the Internal Revenue Code so as to be excludable from the gross income of all teachers. The teachers shall have no right or claim to the funds so remitted except as they may subsequently become available upon retirement or resignation from the State of Illinois Teachers' Retirement System.

No teacher shall have the option of choosing to receive the amounts to be remitted to the State of Illinois Teachers' Retirement System.

The amount due each teacher pursuant to such Compensation Schedule shall be payable to the teacher as salary installments as otherwise provided herein, provided the Board shall deduct therefrom all monies as required by law or as authorized by the teacher pursuant to this Agreement, or as otherwise authorized by the Board. Such withholding shall include any and all amounts required to be paid to the State of Illinois Teachers' Retirement System for the account of such teacher. Internal Revenue Service Revenue Rulings indicate that the amounts paid the State of Illinois Teachers' Retirement System are properly excludable from the gross income of the teacher for income taxation purposes, and the District will not withhold Federal and State income taxes on such amounts paid to the State of Illinois Teachers' Retirement System for the teachers.

10.11 Board Payment to Illinois Municipal Retirement Fund

From the Compensation Schedule, the Board shall deduct and remit for each employee eligible to participate in the Illinois Municipal Retirement Fund (hereinafter "employee(s)"), a sum as required by IMRF to be applied for the retirement account of such employee. It is the intent of the parties by this Agreement to qualify these payments as "picked-up" contributions within the meaning of Section 414(h)(2) of the Internal Revenue Code so as to be excludable from the gross income of all such employees. Such employees shall have no right or claim to the funds so remitted except as they may subsequently become available upon retirement or resignation from the Illinois Municipal Retirement Fund.

No such employee shall have the option of choosing to receive the amounts contributed by the Board directly and the assumption and payment of such employees' required contribution to the Illinois Municipal Retirement Fund is a condition of employment made in order to secure such employees' future services, knowledge, and experience.

The balance of the amount due each such employee pursuant to such Compensation Schedule shall be payable to the employee as salary installments as otherwise provided herein, provided the Board shall deduct therefrom all monies as required by law or as authorized by the employee pursuant to this Agreement, or as otherwise authorized by the Board. Such withholding shall include any and all additional amounts required to be paid to Illinois Municipal Retirement Fund for the account of such employee.

10.12 Fringe Benefits

1. Hospitalization and Major Medical
2. The District shall provide hospitalization and major medical health insurance for employees scheduled to work 1,000 or more hours per year or a minimum of five and one-half (5-1/2) hours daily. Employees who are eligible for health insurance may elect to have their dependents covered by taking a payroll deduction for the coverage.
3. The District shall contribute 100% of the employee individual premium for the health insurance plan. The employee must pay 100% of the premium for dependent coverage.
4. Employees who are eligible for health insurance coverage shall receive an Insurance Summary Booklet as provided by the District by the insurance carriers not later than thirty (30) calendar days after the start of the school year. Employees hired after the start of the school year shall receive their summary booklet not later than thirty (30) calendar days following their date of hire. A single copy of the master agreement will be made available to the Association.

1. There shall be no changes in coverage and/or carriers, except for those changes made by the insurance carriers which are beyond the control of the District, unless bargained with the Association.
2. Employees who work a minimum of three (3) hours but less than five and one-half (5-1/2) hours daily will be allowed to participate in the health insurance plan at the employee's expense. These part-time employees may choose either individual or dependent coverage. Until the claims experience of these part-time employees can be established, the premium rate they pay will be the same as that of full-time employees.
3. The District shall establish an advisory committee to recommend modifications to the hospitalization /major medical insurance benefits for all employees.

 This committee shall consist of an educational support employee, licensed employee, AEA officer,

 and a district administrator. The advisory committee will be informed of any recommended

 modifications to the health plan. The advisory committee will meet at least once each school year or

 as needed.

1. An employee eligible to participate may choose not to participate in the District’s individual health insurance coverage. In lieu of participating in the District’s individual health insurance coverage, the District will provide a cash option of $100 per month, per year. An employee who chooses to opt out of the health insurance will only be permitted to re-enroll in the District’s health insurance plan during an open enrollment period to be effective on July 1 each year.
2. When two bargaining unit employees are legally married, they shall have the option of combining the Board single-member health insurance contribution toward the cost of full family or dependent care health 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.
3. Dental Insurance
4. The District shall contribute 100% of the employee individual premium for the dental insurance plan. The employee must pay 100% of the premium for dependent coverage.
5. 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.
6. Life Insurance
7. The District shall provide term life insurance in the amount of $30,000 for employees scheduled to work 1,000 or more hours per year or a minimum of five and one-half (5-1/2) hours daily.
8. The District shall pay the full premium for the $30,000 term life insurance benefit for those employees who are eligible for said benefit.
9. Section 125 Cafeteria Plans

The District shall provide an optional Flexible Spending Account for employees and the District shall pay the initial startup cost and the monthly administration fee for employees who choose to participate.

10.13 Direct Deposit

All employees are required to participate in direct deposit of wages using the financial institution of their choice. Notice of all pay will be provided via electronic advice of deposit.

**ARTICLE XI EFFECT OF AGREEMENT**

11.1 Complete Understanding

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or by specific agreement of the parties from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives any right which might otherwise exist under law, practice, or custom to negotiate over any matter during the term of the Agreement, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in, this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. In the event the legislature passes legislation requiring the parties to bargain on items covered under this Agreement, this clause shall not preclude the obligation of the parties to bargain on such matters.

This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written and signed amendment to this Agreement.

11.2 Savings Clause

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section, or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of the Agreement.

11.3 Duration and Acceptance of Agreement

This Agreement shall become effective when ratified by both parties and shall be in effect until the start of the 2022-2023 school term.

This Agreement is signed this date of

August, 2022.

Alton Education Association

By:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

President

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Vice President

Board of Education, Alton Community Unit School District No. 11

By:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

President

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Secretary

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