

**PROFESSIONAL NEGOTIATION  
AGREEMENT**

**BETWEEN**

**ASHTON-FRANKLIN CENTER  
EDUCATION ASSOCIATION**

**AND**

**DISTRICT #275  
BOARD OF EDUCATION**

**EFFECTIVE**

**SEPTEMBER 6, 2017  
THROUGH  
SEPTEMBER 5, 2018**

# CONTENTS

<b>Article</b>	<b>Page</b>
<b>PREAMBLE</b>	<b>3</b>
<b>I. RECOGNITION</b>	<b>3</b>
<b>II. BOARD RIGHTS</b>	<b>3</b>
<b>III. EMPLOYEE AND ASSOCIATION RIGHTS</b>	<b>3-5</b>
<b>IV. EMPLOYMENT CONDITIONS</b>	<b>6-8</b>
<b>V. EMPLOYEE EVALUATION</b>	<b>8</b>
<b>VI. EMPLOYEE TERMINATION, DISCIPLINE AND SUSPENSION</b>	<b>8-10</b>
<b>VII. EMPLOYEE COMPENSATION AND FRINGE BENEFITS</b>	<b>10-15</b>
<b>VIII. LEAVES</b>	<b>16-18</b>
<b>IX. GRIEVANCE PROCEDURE</b>	<b>18-20</b>
<b>X. NEGOTIATIONS PROCEDURE</b>	<b>20</b>
<b>XI. EFFECT OF AGREEMENT</b>	<b>21</b>
<b>XII. APPENDICES</b>	<b>22-23</b>

## **PREAMBLE**

This Agreement, between the Board of Education of District #275, Lee County, Ashton, Illinois, and the Ashton-Franklin Center Education Association, incorporates a number of understandings which derive from the parties' mutual beliefs that each pupil is entitled to an education of the highest quality and that the attainment of this objective is dependent upon the quality of and morale of the employees.

## **Article I**

### **RECOGNITION**

- 1.1 The Board of Education of School District #275, Lee County, Ashton, Illinois, hereinafter referred to as the "Board", recognizes the Ashton-Franklin Center Education Association, hereinafter referred to as the "Association", as the sole and exclusive negotiating agent for all regularly employed certificated personnel, hereinafter referred to as employees, except for the Superintendent, Assistant Superintendent, and Principals.
- 1.2 The Board agrees not to negotiate or to consult with any other employees' organization.

## **Article II**

### **BOARD RIGHTS**

- 2.1 The Board, on its own behalf, and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State and the United States.

## **Article III**

### **EMPLOYEE AND ASSOCIATION RIGHTS**

- 3.1 Non-Discrimination - The Board shall not discriminate against an employee for reason of race, creed, color, marital status, age, sex, or national origin.
- 3.2 Right of Representation - When an employee is required to appear before the Board

concerning any matter, which could adversely affect his/her employment, his/her position, or his/her salary, the employee shall be entitled to have a representative of the Association present. Further, when an employee is required to appear before the Board, he/she shall be advised in writing of the reasons for the requirement.

- 3.3 Personnel File - Each employee accompanied by an Association Representative shall have the right, upon request, to meet with a person designated by the Superintendent, at a mutually agreeable time, to review the contents of his/her personnel file and to place therein written rebuttal to any of its contents. The employer may remove pre-employment materials of a confidential nature from the folder prior to the review.
- 3.4 School Code Rights - Whenever any rights or benefits accorded employees under the School Code of the State of Illinois or under other laws exceed the benefits accorded employees elsewhere in the Agreement, then such rights and benefits shall be incorporated into, and become a part of, this Agreement.
- 3.5 Right to Organize - Employees shall have the right to organize, join, and assist the Association and to participate in professional negotiations with the Board. The Board shall not discriminate against any employee with respect to hours, wages, terms, and conditions of employment for reasons of his/her membership in the Association, participation in negotiations with the Board, or the institution of any grievance, complaint, or proceeding under this Agreement.
- 3.6 Dues Deduction - The Board shall deduct from each employee's pay the current dues of the Association, provided that the Board has an employee-executed authorization for continuing dues deduction, the amount of which shall annually be certified by the Association. The Association shall furnish the authorization form. The authorization shall remain in effect from year to year, except that the employee may revoke it between September 1 and September 15 of any year. Upon receipt of any revocation, the Board shall notify the Association in writing of it.
- 3.7 Meetings, Notices and General Information - The Association shall be allowed the following:

Limited use of school building for meetings;

Limited use of employee mailboxes, electronic communication via district email, and school bulletin boards for the purpose of internal communication;

Limited use of school equipment, e.g., computers, e-mail, copiers, and fax machine;  
and,

Should a meeting necessitate the assignment of a janitor, the Board reserves the right to assess a janitorial fee consistent with that charged other outside groups.

3.8 Fair Share -

1. Each bargaining unit member, as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Association or pay a fair share fee to the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state and national dues.
2. In the event that the bargaining unit member does not pay his/her fair share fee directly to the Association by a certain date as established by the Association, the Employer shall deduct the fair share fee from the wages of the non-member.
3. The Employer shall pay such fee to the Association no later than ten (10) days following deduction.
4. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
  - (a) The Employer gives immediate notice of such action in writing to the Association and permits the Association intervention as a party if it so desires, and
  - (b) The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.
5. The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's non-negligent compliance with this Article.

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

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

**Article IV**  
**EMPLOYMENT CONDITIONS**

- 4.1 School Calendar - The Board shall establish a school calendar, which does not exceed 185 school days. The calendar shall contain no more than 176 or 177 regular workdays, three or four institute days, and five emergency workdays. If the five emergency workdays are not used for emergency purposes, they shall not become employee workdays. If the emergency days are used as holidays and then days are lost, the teachers are still responsible for 180 workdays.

If teachers wish to submit a calendar or special request for the calendar, they should submit it in writing prior to January 15 of each school year.

- 4.2 Employee Work Day - The employee work day shall be 7 ½ hours in length beginning 30 minutes before the start of the school day, except on days when there are staff meetings or school improvement days. The administration will put forth a good faith effort to not exceed the regular work day on those days concluding with staff meetings or on school improvement days. The afternoon early dismissal schedule will be followed for the first and last day of school, and before Christmas, Thanksgiving, and Easter. A committee of three teachers, one from each building, and the superintendent or designee will meet in the spring to determine the specific teacher meeting/school improvement dates for the next school year. Dependent upon need, it is recommended that 7-8 Friday dates be half-days of student attendance and half-days of in-service and be established and published on the school calendar. The purpose of the meeting/in-service shall be to provide the opportunity for staff to focus on professional growth, school improvement and other pertinent activities, such as, but not limited to, analyzing data, Curriculum Mapping, RtI (Response to Intervention), departmental meetings, Professional Learning Communities, and other work required by the administration.

- 4.3 Planning Periods - All full-time teachers of grades K-6 shall be given an average of not less than 60 minutes per day per week. All full-time teachers of grades 7-12 shall receive one class period each day for preparation and planning time. Teachers who leave the building during a planning period shall sign out in the main office indicating the time out, reason for leaving, and time in. The school administration shall retain the right to revoke such privileges as deemed necessary.

Preparation and planning time for teachers of grades kindergarten through six shall be

during periods when students are scheduled with other teachers for P.E., Art, Library, and/or Music.

If needed, a teacher will be called upon to supervise for part of a period but in no case shall any teacher shall be given less than 40 minutes per day unless mutually agreed upon by the administration and the teacher. Any teacher who volunteers to waive their preparation/planning period to accept an assignment as an emergency substitute will be reimbursed \$10 for each class period (40-50 minutes in length).

- 4.4 Class Size - The Board of Education is aware that class size and/or teaching load can affect the quality of instruction. The Board will attempt to provide a favorable pupil-teacher ratio in as many situations as possible. Financial considerations, staff availability, and administrative considerations will weigh in class size decisions. The superintendent shall work closely with principals in establishing a reasonable teacher-pupil ratio in each building.
- 4.5 Notification of Assignments - All employees shall be given written notice of their tentative assignments for the forthcoming year no later than ninety (90) days preceding the first day of the new school term. In the event changes in such assignments and/or new student enrollments are to be made, the employee affected shall be consulted promptly in a timely manner. Every possible attempt will be made by the principal to notify teachers twenty-four hours in advance of the addition of new students to their classes.
- 4.6 Teachers shall be notified immediately by the Administration if they are not found to be highly qualified according to the guidelines in the NCLB Act as determined by the ROE and as communicated by the ROE to the Administration.
- 4.7 Pupil Problems - The parties agree that the employee has the primary responsibility for the maintenance of discipline within the classroom. The Board, however, recognizes its responsibility to support and assist the employee in the maintenance of control and discipline in the classroom.
- 4.8 Pupil Complaints About Personnel - Although no citizen shall be denied the right to present a complaint about school personnel to the Board, resolution of such complaints will first be referred to the school administration for study and solution.

The District places trust in its employees and desires to support their actions in such a manner that employees are freed from unnecessary, spiteful, or unjustified criticism or complaints. If feasible, the complainant shall be encouraged to first bring a complaint to the individual concerned, should it be brought to the attention of the immediate supervisor or administrator. The individual employee involved shall be given every opportunity for explanation, comment, and presentation of the facts as he or she sees

them.

If the issue is not resolved by the involvement of the immediate supervisor, the complainant can refer the issue to the Superintendent for his review and decision.

If the above steps do not resolve the concern of the complainant, he/she may request an executive session of the Board for the purpose of review of the Superintendent's decision. Generally all parties involved, including the school administration, shall be asked to attend such a meeting for purposes of presenting additional facts, making further explanations, and clarifying the issues. The Board shall conduct such meetings in a fair and just manner.

- 4.9 Changes of Duties or Responsibilities - The hours or salaries of any employee shall not be altered unless agreed to by the Association. This section is not meant to infringe on the Board's authority to implement reductions in force, as regulated by school code. In the event of reductions in force, the Association retains the right to initiate discussions with the Board to negotiate the impact of the reductions.

## **Article V EMPLOYEE EVALUATION**

- 5.1 Non-tenured employees shall be evaluated at least twice in each school term. Tenured employees shall be evaluated at least once every two school years, or more often if deemed necessary, by their immediate principal.
- 5.2 Within one month after the beginning of each school term, the building principal or immediate supervisor shall acquaint each employee under his/her supervision with the evaluation procedures, standards, and instruments, and he/she shall advise each employee as to who will observe and evaluate his performance. No evaluation may take place until such orientation has been completed.
- 5.3 The administrator shall evaluate each employee in writing, using an evaluation instrument. Each formal evaluation shall be preceded by an in-class observation of the employee's performance.
- 5.4 The evaluator shall have a meeting with the employee following his evaluation to discuss the evaluation.
- 5.5 Evaluations of the teaching staff will be performed pursuant to the requirements of the School Code. The present evaluation process will not be changed during the term of this Contract except by mutual agreement.



- 5.6 The employee shall have the right to attach an explanation to any adverse evaluations or other negative materials that are placed in his personnel file.

**Article VI**  
**EMPLOYEE TERMINATION,**  
**DISCIPLINE AND SUSPENSION**

- 6.1 No employee may be dismissed without just cause.
- 6.2 Employees shall be given reasonable written warning, specifically identifying the behavior(s), which, if not remediated, could be the basis for termination.
- 6.3 Reduction in Teachers
- A. If the Board determines that a reduction in the number of teachers employed is necessary, or that a particular type of teaching service should be discontinued all dismissals and subsequent recalls of teachers shall be conducted in accordance with the provisions of the school code, in current form and as amended by subsequent legislation or administrative rules except as specified otherwise in this agreement.
- B. The Board and Association convene a joint committee for the purpose of initiating and monitoring the reduction-in force procedures. The committee shall be made up of 4 members divided equally between Board and Association members. The Association and Board shall select their own members to the committee and each shall designate one of their members as co-conveners. The co-conveners shall establish the agenda and meeting times of the committee. The committee will conduct business that is consistent with the provisions of the School Code. All decisions of the committee shall be by a majority vote.
- 6.4 The Board, upon the recommendation of the Superintendent, may take disciplinary action toward any employee within the District when the actions of the employee merit such discipline. The following progressive disciplinary steps may be taken:
- Warning
  - Written reprimand
  - Suspension without pay
  - Discharge
- 6.5 The following is a representative list of employee actions or incidents of unsatisfactory performance, which warrant consideration for disciplinary action:
- 6.5.1 Willful or persistent violation of District Board policy or Administrative directives
- 6.5.2 Unauthorized absence

- 6.5.3 Insubordination
- 6.5.4 Willful or persistent neglect of duty
- 6.5.5 Use of alcoholic beverages while on duty
- 6.5.6 Use of illegal drugs while on duty
- 6.5.7 Conviction of criminal act
- 6.5.8 Violation of state and federal laws
- 6.5.9 Negligence or willful damage to public property or waste of public supplies or equipment
- 6.5.10 Grounds for termination of employment provided by the School Code Illinois, other than financial exigencies and/or program termination or reduction
- 6.6 A bargaining unit employee shall have the right to be represented by the Association, if he or she requests, when being investigated or charged with any misconduct or violation which may result in disciplinary action.
- 6.7 No bargaining unit employee shall be dismissed or suspended unless there is served upon the employee a written notice of such dismissal or suspension stating the reasons for the action and the effective date thereof.
- 6.8 Grievances involving suspension or dismissal may be initiated at Step #2 of the Grievance Procedure.

**Article VII**  
**EMPLOYEE COMPENSATION**  
**AND**  
**FRINGE BENEFITS**

- 7.1 Full Experience Credit - The employee shall be awarded full credit for up to nine (9) years teaching experience outside of the district in a public or accredited school.
- 7.2 School Year Salary Schedule - The salary schedule shall be set forth in Appendix I, which is attached to and incorporated in the Agreement. The Board and the Association shall base the schedule on a 185-day school calendar as negotiated.
- 7.3 Classroom Budget - Each teacher will receive \$250 for classroom materials excluding

basic office supplies. Additional requests may be granted at the administration's approval.

- 7.4 Pay Days School Not In Session - If a regular pay date during the school term falls on a day when school is not in session, employees shall receive their checks on the last work day prior thereto by 3:00 P.M.
- 7.5 Payroll Installments - Each employee shall be paid on the basis of twenty-four (24) equal payments.
- 7.6 Extra Duties Added to Salary Schedule - The extra duty schedule shall be set forth in Appendix II, which is attached to and incorporated into this Agreement. Extra duties are defined as any assignments that are in addition to the normal work schedule and/or that exceed the normal workday.
- 7.7 Supplemental Jobs Payroll Procedures - Supplemental pay shall be added to the employee's salary and shall be paid in the paycheck each pay period unless requested in writing by the employee as one lump sum at the end of the assignment.
- 7.8 **Health, Life and Dental Insurance** - Each employee shall be provided health, life and dental insurance. The Board of Education shall pay 100% of the employees' individual premium for health, life and dental insurance. The cost of family coverage is the responsibility of the employee. Employees wishing to purchase family insurance will pay the difference between the cost of family insurance and the cost of the employee's individual premium.

For the lifetime of this contract, the Board will provide insurance costing no more than **\$6,600** in annual premiums for FY18 for each employee's insurance coverage, unless the Board can purchase coverage equal to the plan in place in May, 2006, for a lower amount. See Appendix III for a summary of coverage in May 2006. (The Board may increase this total for health, life and dental insurance, and it may be re-distributed among the various areas of insurance, as determined by the Board, and considering the advice of the Insurance Committee.)

- 7.9 Insurance Committee - An Insurance Committee will be formed to constantly monitor the insurance programs offered to the members of the Association. The Committee will be comprised of two Association members, two Board members, district secretary/bookkeeper, and one Administrator. The committee will meet quarterly, unless the entire committee agrees to a different meeting schedule. The committee will perform such duties as:
- a. Assess the performance of the insurance carrier(s);
  - b. Assist the Board in evaluating bids for insurance coverage;
  - c. Discuss various insurance programs to assist the Board in choosing insurance carriers and coverage;

d. Provide information to the Association and the Board on insurance-related issues. The final decision regarding the choice of the insurance plan and/or company rests with the Board, but is subject to discussion with the Association as provided by labor laws.

- 7.10 Cafeteria Plan- The Board will provide a Section 125 Plan (Cafeteria Plan). The District will pay the first \$2,000.00 of any outside costs incurred.
- 7.11 The Board of Education will pick up and pay the employees' contribution to the Illinois Teachers' Retirement System (TRS) and the employees' salary contribution to the Teachers' Health Insurance Security Fund (THIS).
- 7.12 The Board of Education will pay \$150 per college hour for courses taken by teachers which are pre-approved by the Superintendent as being in the teacher's field of teaching, as leading towards an advanced degree, or as meeting re-certification and/or highly qualified status. If a teacher uses a tuition waiver to pay for the total tuition cost of the class, then the Board will not pay the normal \$150 per college hour payment, but will pay a flat **\$150** (for miscellaneous expenses such as books) per class. Tuition waivers that pay for only a portion of a class shall be reimbursed the normal \$150 per college hour payment for each hour the tuition waiver does not cover. Courses are provided through the Lee-Ogle ROE that permit teachers to choose whether to take the class for workshop credit or college credit. The district will pay in full the fee for any pre-approved Lee-Ogle ROE course taken for workshop credit. Lee-Ogle ROE courses taken for college credit require full payment of all expenses associated with that course by the teacher with the District reimbursing the teacher at the normal \$150 per credit hour. If college courses are not approved, a Professional Growth Committee will perform a review when a teacher appeals the superintendent's decision. The Committee shall be composed of 2 teachers, 1 administrator, and 1 Board of Education member. The Committee shall recommend a decision to the Board of Education. In addition, any college credit class or workshop will count towards salary schedule credit as long as the class or workshop is pre-approved by the superintendent. A grade of A or B must be received in the class to qualify, or a passing grade if the class is graded on a Pass/Fail basis.

The Board's payment will not apply to any course taken a second time for any reason. Teachers will be able to move to the appropriate Professional Growth step of the salary schedule for the 2nd semester if a move is applicable. Teachers shall notify the Superintendent by September 1 of their intent to complete the necessary number of graduate hours to qualify for such movement.

- 7.13 Part-time teachers who are required to work full-day schedules on certain days (institute days, parent-teacher conference days, etc.) shall be paid for this extra time according to the following formula:

Individual Teacher's Base Salary

Unpaid 185 days X portion of the day

For example: A two-thirds time teacher would have his/her teaching salary divided by

185 to determine his/her daily salary. This figure would then be multiplied by one-third to determine the amount of extra pay. This would be paid at the next available regular pay date.

#### 7.14 Early Retirement

**A portion of this section has been removed as a result of the elimination of the Early Retirement Option (ERO). The removed portion is included in Appendix IV in the case ERO is reinstated at some point.**

1. Retirement Incentives:

If a teacher meets all of the eligibility requirements contained in paragraph A of this Section, the teacher shall be paid a retirement benefit in accordance with paragraph B of this Section.

A. To be eligible for retirement incentives, a teacher:

1. Must retire from the district pursuant to the rules of the Illinois TRS.
2. Must submit an irrevocable notice of intent to retire to the District by July 1, prior to the school year in which benefits will begin under this program. However, for any teacher who seeks to receive benefits, such teacher must submit a letter of retirement within ten (10) days after the date this contract is ratified or within ten (10) days after the first day of the school year, whichever is later.
3. To determine eligibility, the Board will review the effective date of retirement and whether the retiring employee has received a greater than 6% increase in creditable earnings in previous years when the requested retirement date is less than four school terms. For example, employee submits retirement notice in July 2012 with an effective retirement at the conclusion of the 2014-2015 school term. Here, the Board will review the employee's salary history to determine whether the employee has earned in excess of 6%, which would cause the Board to be obligated to pay an additional contribution imposed by TRS due to the teacher's creditable earnings exceeding the 6%. If the benefits provided under paragraph B would cause such an obligation, the employee may retire without the benefits provided herein or may resubmit with a new effective retirement date.
4. May not be receiving retirement benefits from previous contracts
5. May retire before reaching full retirement if there are no additional costs to the District.
6. Any notice of intent to retire meeting the eligibility requirements above cannot be revoked or changed by the Board for the duration of the retirement incentive

agreement.

## B. Retirement Benefits

1. Provided the employee meets all the eligibility requirements herein, the employee shall receive a 3% increase over the prior year's creditable earnings for a maximum of three (3) years.
2. Such increases shall be 3% of the employee's creditable earnings of the prior year's total TRS creditable earnings and such increases shall be in lieu of any other base salary increases provided for in the contract. The increases shall be a part of the employee's regular pay and shall be paid with the regular paychecks, the last of which will be paid in June of the last school year the teacher is employed.
3. The teacher shall perform all extra duties that are used in determining creditable earnings in the years in which program benefits are received. A teacher who does not perform such extra duties shall have his/her compensation reduced accordingly. If a teacher's extra duty positions are removed due to program cuts there shall be no reduction in compensation. In such cases the Board of Education reserves the right to assign the teacher to another comparable extra duty position(s).
4. These retirement benefits shall only be available if the retiring teacher does not elect to receive a new statutory retirement plan which is unforeseen at the date of this contract (the intent of this clause is to prevent a retiring teacher from "double dipping" by accepting this retirement plan and another substantial retirement plan which may be enacted after the date of this contract). In the event that current ERO or 2.2 language is substantially modified or deleted by legislation, to the financial detriment of the teacher, and the retiring teacher has previously given the Board a written notice of retirement under ERO, the teacher will be allowed to withdraw his or her resignation previously given and elect the retirement benefits otherwise available under this contract.

7.15 Insurance Benefits for Early Retirees - If a full-time tenured teacher covered under this Agreement shall be granted early retirement under the Illinois Teachers' Retirement System, said employee may elect to continue coverage under the District's group medical insurance plan until said employee attains age 65. This option to elect to continue coverage is expressly contingent upon the employee's compliance with the following:

Employee making any and all payments required by the District's medical insurance carrier to continue coverage; and

The provisions of the Consolidated Omnibus Budget Reconciliation Act; and,

The District's group medical insurance carrier accepting coverage of the employee under the provisions of the group medical plan.

Employee recognizes and agrees that District shall not be responsible for, or be required to make, payment of any medical insurance premium costs or any medical expenses incurred by employee.

- 7.16 Teaching Vacancies - Vacant teaching positions within the District shall be filled in accordance with any applicable provision of the school code, in current form and as amended by any subsequent legislation or administrative rules. Prior to determining the existence of a vacancy the Board agrees to give first consideration for transfer or reassignment to internal candidates in evaluation Groups 3 & 4, who are in continued contractual service.

In situations where there are such competing internal candidates for transfer or reassignment which will become available for individuals whom the Board believes would be appropriate for such transfer or reassignment the Board agrees that all other factors being equal, the individual with the longest seniority will be given the first opportunity for transfer or reassignment. All other transfers or reassignments shall be in the sole discretion of the Board.

- 7.17 The teaching staff will develop and implement an evaluation tool to be reviewed by the Board prior to implementation regarding evaluation of the administrative personnel. This evaluation will coincide with the Board's evaluation and is intended for the Board's information only.

- 7.18 Mileage Reimbursement- All mileage reimbursement will be paid at the current federal rate. All traveling teachers shall be reimbursed for required travel between buildings during the school day.

- 7.19 403b Plan- The Board will provide a 403b Plan, in accordance with IRS rules. The District will pay the first \$1,000 of any outside costs incurred.

- 7.20 Mentoring Program – The Board agrees to pay AFCEA members \$700 to mentor teachers in their first-year and second-year of teaching provided the mentors have been trained in an approved program and ISBE has approved this mentoring plan. The mentee will receive a stipend of \$200.

## **Article VIII LEAVES**

### Leaves of Absence

Upon request, leaves of absences may be granted to employees with the proper paperwork completed and the Administration and Board of Education approval. Family Medical Leaves may be granted for up to twelve (12) weeks (60 school days) per year to deal with issues associated with childbirth, adoption, or the serious health condition of an employee or a close family member. (This would include children, spouses and parents.) These are unpaid leaves. After such employee has exhausted accumulated sick leave, the employee may be granted a leave of absence without pay.

The Board reserves the right to request that a physician certify the employees incapacitated and, therefore, unable to perform his or her usual or ordinary duties. Receipt of such a certificate is a pre-condition to use accumulated sick days by the employee, if so requested. Furthermore, if the Board has reason to suspect that any employee who has been ill remains unable to perform the usual or ordinary work duties, the employee may be requested to obtain a doctor's statement that the employee is able to return to work and perform his or her usual and customary duties. If so requested, the employee must submit such a statement as a pre-condition to the employee's return to work.

An employee who returns from these leaves at the end of the Board approved time, shall be reinstated to his or her former position or its equivalent. Employees who do not return at the designated time, or has not asked for a Board approved extension (by the scheduled Board meeting prior to the return date); the Board of Education reserves the right to fill that position with another employee at the discretion of the Administration. This leave will then become a non-paid personal leave. When the employee is ready to return from a personal leave, the district will offer any positions (open at the time) that the employee is qualified for, to them before making an offer to someone currently outside the district. However, the Board would not be obligated to create a new position and/or terminate an existing employee solely to accommodate the employee returning from leave.

- 8.1 Sick Leave - Sick leave shall accumulate to 370 days. Each employee shall be entitled to twelve (12) sick leave days per school year without loss of pay in addition to the accumulated total. However, that number will increase to fifteen (15) days when the employee starts his/her twentieth (20th) year of teaching, and increase again to twenty (20) days when the employee starts his/her twenty-fifth (25th) year of teaching.
- 8.2 Emergency Leave - The superintendent will grant emergency leave when reasons are given for personal or emergency leave, and this time will be taken off sick leave. Vacations, employment elsewhere, or personal business because of employment elsewhere will not be allowed.
- 8.3 Association Leave - In the event that the Association desires to send representatives to local, state, or national conferences or on other business pertinent to Association affairs, these representatives shall be excused without loss of salary providing the Association reimburses the District for the cost of the substitute(s) for any aggregate number of days exceeding six (6) in any school year for such purposes and, further providing, the



frequency of excused leaves does not impair the quality of classroom instruction and that a written request for leave has been submitted to the Superintendent.

- 8.4 Bereavement Leave. In addition to any sick leave available, teachers are eligible for up to five (5) days of leave for the death of an “Immediate Family Member” as defined by the School Code provision applicable to sick leave.
- 8.5 Full-time certified staff members will receive two (2) personal leave days per year. Half-time employees shall receive one (1) full personal day (equivalent to two half days). Such personal leave days shall be used only for business or family matters that require the staff member’s presence during the school day and are of such nature that they cannot be transacted at another time, such as on weekends, after school hours, or during vacations. Notification of such leave days shall be submitted to the superintendent at least two (2) days in advance of the absence, and shall not require a statement of reason for the leave, except in the case of emergency when the explanation shall be submitted after the absence and in such case the certified staff member will notify the necessary principal by 7:00 A.M. or the earliest possible time allowed by the circumstances of the day used as the emergency personal leave. The day immediately preceding or immediately following a legal school holiday, a school vacation period, or the first or last day of a semester shall not be recognized as a personal leave day, except in cases of emergency which the superintendent determines are legitimate. No personal days may be used after **ten (10) days before the final day of school (including snow days added)** of the school year without the consent of the superintendent. Unused personal days shall accumulate as unused sick days at the end of each school year.

In addition to these two (2) personal leave days, certified staff members will receive three (3) “at cost” personal leave days. Staff members may use these days for any reason they deem legitimate, but they must reimburse the District \$150 for the days used. The same notification and restricted use requirements apply as listed above in this section.

- 8.6 Sick Leave Bank - The intent of this plan is to provide extended sick leave to those teachers who incur a personal period of prolonged illness, hospitalization or need to provide extended care due to serious illness or death of an immediate family member (self, spouse or children) and have exhausted all of their personal, accumulated sick leave.

Every teacher will donate two (2) days every year (that are in addition to the regular sick days, and two (2) personal leave days) into a sick leave bank that anyone can draw from if all personal sick days have been depleted.

Additional sick leave days may be donated by any teacher from their personal sick leave, if the sick leave bank is depleted.

Up to fifteen (15) sick bank days may be used for pregnancy-related disability leave, only

after all personal sick days have been used.

Authorization to use the days available from the Sick Leave Bank may require notification from the employee's physician and must be approved by the association president.

The Association will provide a yearly report to the Board on total number of days in the sick bank and the district bookkeeper will confirm the balance of the sick bank. This report shall be presented at the June board meeting.

## **ARTICLE IX GRIEVANCE PROCEDURE**

### 9.1 Definitions:

Any claim by the Association or an employee that there has been a violation, misrepresentation, or misapplication of the terms of this Agreement shall be a grievance.

All time limits consist of school days, except that when a grievance is submitted fewer than ten (10) days before the close of the current school term, time limits shall consist of all weekdays.

Timelines - Failure by the administration at any Step or by the Board to observe the timelines shall permit the grievant to present the grievance at the next Step of the process. Failure of the employee to observe the timelines shall waive the right of the grievant or the Association to proceed.

### 9.2 Procedures:

Step 1 - An employee with a potential grievance shall first meet with his/her immediate supervisor in an attempt to resolve the problem. When requested by the employee, an Association representative may accompany the employee to assist in the informal resolution of the grievance. If, however, the informal process fails to satisfy the employee or the Association, a grievance must be presented in writing within twenty (20) days of the occurrence-giving rise to the alleged grievance. The grievance shall then be processed as follows:

Step 2 - The employee or the Association may present the grievance in writing to the immediately involved supervisor, who will arrange for a meeting to take place within five (5) days after receipt of the grievance. The Associations' representative, the grievant, and the immediately involved supervisor shall be present for the meeting. Within five (5) days of the meeting, the grievant and the Association shall be

provided with the supervisor's written response, including the reasons for the decision.

Step 3 - If the grievance is not resolved at Step 2, then the Association may refer the grievance to the superintendent or his official designee within five (5) days after receipt of the Step 2 answer. The superintendent shall arrange with the Association representative for a meeting to take place within five (5) days of the superintendent's receipt of the appeal.

Within five (5) days of the meeting, the Association shall be provided with the superintendent's written response, including the reasons for the decision. If the Association is not satisfied at this time, the grievance may be appealed to the Board of Education within thirty (30) days and an answer given by a mutually acceptable date. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary.

Step 4 - If the Association is not satisfied with the disposition of the grievance by the board, the Association may, within thirty (30) days of the Board's response, submit the grievance to final and binding arbitration under the Voluntary labor Arbitration Rules of the American Arbitration Association, which shall act as the administration of the proceedings.

Neither the Board nor the Association shall be permitted to assert any grounds or evidence before the arbitrator, which were not previously disclosed to the other party.

The arbitrator shall have no power to add to or subtract from the obligations set forth in this contract, established policy or practice of the Board. Where possible, the parties shall submit a joint stipulation of the issue for the arbitrator.

The arbitrator is empowered to award reinstatement, financial reimbursement, damages, and/or other remedies.

- 9.3 By-pass to Superintendent - If the Association and the Superintendent agree, Steps 1 and 2 of the grievance procedure may be by-passed and the grievance may be brought directly to arbitration.
- 9.4 By-pass to Arbitration - If the Board and the Association agree, a grievance may be submitted directly to arbitration.
- 9.5 Class Grievance - Class grievances involving one or more employees or one or more supervisors, and grievances involving an administrator above the building level shall be initially filed by the Association at Step 3.

- 9.6 Association Participation-Employee Represented - The Board acknowledges the right of the Association's grievance representative to participate in the processing of a grievance at any level, and no employee shall be required to discuss any grievance if the Association's representative is not present.
- 9.7 Association Participation-Employee Not Represented - When an employee is not represented by the Association, the Association shall reserve the right to have its representative present to state its views at any stage of the grievance procedure.
- 9.8 Arbitrator - The fees and expenses of the arbitrator will be split equally between the Association and the Board of Education. Each party shall be responsible for compensating its own representatives and witnesses, and purchasing its own copy of the written transcript.
- 9.9 Board-Administration Cooperation - The Board and the administration shall cooperate with the Association in its investigation of any grievance.
- 9.10 No Reprisals Clause - No reprisals shall be taken by the Board or the Administration against an employee because of his/her participation in a grievance.
- 9.11 Released Time - Should the investigation or processing of any grievance require that an employee or an Association representative be released from his/her regular assignment, he/she shall be released without loss of pay or benefits.
- 9.12 Filing of Materials - All records related to a grievance shall be filed separately from the personnel files of the participants.
- 9.13 Grievance Withdrawal - A grievance may be withdrawn at any level without prejudice and without establishing precedent.

## **Article X**

### **NEGOTIATIONS PROCEDURE**

- 10.1 The parties agree that their duly designated representatives shall negotiate in good faith with respect to terms and conditions of employment. Each party shall select its own representatives.
- 10.2 If an agreement is not reached within ninety (90) days of the commencement of negotiations, either party may declare to the other in writing that an impasse exists and call for a mediator.
- 10.3 When an impasse has been declared, the Federal Mediation and Conciliation Service shall be requested by the parties to appoint a mediator from its staff. The mediator shall

meet as soon as possible with the parties or their representatives, or both, either jointly or separately, and shall take such steps, as he/she may deem appropriate to persuade the parties to resolve their differences and effect a mutually acceptable agreement.

10.4 The costs for the mediator shall be equally shared by the Board and the Association.

**Article XI  
EFFECT OF AGREEMENT**

11.1 Complete Understanding - The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. The terms and conditions may be modified only through the written mutual consent of the parties.

11.2 Individual Contracts - The terms and conditions of this Agreement shall be reflected in individual contracts or employment agreements.

11.3 Savings Clause - Should any article, section, or clause of the Agreement be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be 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.

11.4 Inclusions - The parties agree that applicable statutory and case law and the Constitution of the United States and the State of Illinois are hereby incorporated into this Agreement.

11.5 Terms of Agreement -- This agreement shall be effective September 6, 2017, and shall continue in effect until September 5, 2018.

This agreement is signed this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

In witness whereof:

For the AFC Education Association

For the Board of Education CUSD #275

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Secretary

## APPENDIX II EXTRA DUTIES

Athletic Director/Supervision	13%-21%
Vocational Agriculture - Summer/Evenings	12%-21%
HS Band: Performance	4%-6%
HS Choral: Performance	3%-4%
7/8 Band: Performance	1%-2%
7/8 Choral: Performance	1%-2%
5/6 Choral: Performance	0.75%-1%
Head Wrestling	11%-16%
Asst. Wrestling	8%-11%
Head Football	12%-17%
Asst. Football (2)	8%-12%
Head Boys Basketball	12%-17%
Asst. Boys Basketball	8%-12%
Head Girls Basketball	12%-17%
Asst. Girls Basketball	8%-12%
Head Volleyball	12%-17%
Asst. Volleyball	8%-12%
7 <sup>th</sup> & 8 <sup>th</sup> Grade Basketball (Boys & Girls)	6%-8.5%
7 <sup>th</sup> & 8 <sup>th</sup> Grade Volleyball	6%-8.5%
7 <sup>th</sup> & 8 <sup>th</sup> Grade Wrestling	6%-8.5%
6 <sup>th</sup> Grade Basketball (Boys & Girls)	3%-5%
6 <sup>th</sup> Grade Volleyball	3%-5%
Football (High School) Cheerleaders	3%-5%
Basketball Cheerleaders	4%-6.5%
Middle School Cheerleaders	3%-4%
Head Baseball	11%-16%
Assistant Baseball	8%-11%
Head Softball	11%-16%
Assistant Softball	8%-11%
High School Yearbook	5%-7.5%
Elementary Yearbook	2%-3%
Middle School Yearbook	2%-3%
Class Sponsor - 8, 9, 10	2%-3%
<b>Class Sponsor – 11, 12</b>	<b>4%-6%</b>
Student Council Advisor	4%-6%
MS Student Council	2%-3%
Middle School/High School Noon Duty	2%-3%
Elementary Noon Duty	5%-7%
Scholastic Bowl-High School	2%-3%
Scholastic Bowl-Middle School	1%-2%
Musical Director	4%-7%
Musical Assistant Director	3%-6%
Musical Set Director	2%-4%
National Honor Society Advisor	1%-2%

Elementary School Christmas Program Director 1.5%-3%  
Summer Weight Supervision \$10.00 an hour  
(Limit to an average of 12 hours a week for the months of June and July)

### GUIDELINES ON EXTRA DUTIES

The above percentage figures refer to percentage of the district base salary. A teacher taking one of these activities is to begin at the lower figure. Each year of continuing at that particular activity, the factor is to be raised by ½% of the base until the upper figure is attained. If a teacher's extra-duty position is eliminated, or the extra-duty is reassigned to another employee, upon the reinstatement/reassignment of the position to the teacher who formerly held it, the teacher shall be paid at the next higher percentage level of what was last paid to him/her.

The school pays \$15.00 for bus chaperone on fan buses, ticket sellers and timekeepers.

If extra duties are included on the original contract, the teacher cannot resign from these extra duties except with the consent of the Board.

If a teacher accepts extra duties after being employed, the teacher may resign from the extra duties providing he or she notifies the Board sixty (60) days before the end of the school year.

The Board may eliminate extra duties for a given teacher at the time contracts are offered. This has to be sixty (60) days before the end of school.

A high school teacher load is the equivalent to six (6) classes and the sponsor of one (1) activity from the extra duties list. (Appendix II). Administration's discretion may be used with first year teachers.

Extra-duty scale will be based on annual accrual in .5% increments from the employee's extra-duty salary until the cap has been achieved.

If a sponsor or coach is moving within an activity or sport, he or she will retain the same amount of years of experience on the extra duty schedule.

If independent study is required above the normal teaching load, employees will be compensated at a rate of \$200.00 per student.