

**ARTICLE I**  
**RECOGNITION**

1.1 RECOGNITION

The Board of Education of Flora Community Unit School District #35, Clay County, Illinois, (hereinafter referred to as "Board" or "Employer" or "District") hereby recognizes the Unit No. 35 Teaching Assistants Education Association, IEA/NEA, (hereinafter referred to as "Association" or "Union" or "bargaining unit") as the sole and exclusive bargaining agent for all regularly employed full time and part time teaching assistants, library assistants, and other non-certified employees doing similar work ("teacher aides") but excluding supervisory, managerial, confidential, short term, substitute and student employees as defined by the IELRB.

1.2 APPLICABILITY

The general terms and conditions set forth in this Agreement are applicable to all members of the bargaining unit. The benefits provided in this Agreement are applicable only to full-time employees unless otherwise specified. If a benefit is provided to part-time employees the benefit shall be proportional to the employee's work schedule as compared to a full-time employee.

1.3 DEFINITIONS

A. EMPLOYEE

The term "employee" or "bargaining unit member" includes any person holding a position included in the Recognition provision of this Agreement, section 1.1.

B. SUPERINTENDENT

The term Superintendent shall mean the Superintendent of Schools or his/her designee.

C. SITE

The term "site" means a building or location where a member of the bargaining unit is assigned to work.

D. DAY

The term "day" when used in this Agreement shall mean calendar day(s) unless otherwise specified.

E. INSTRUCTIONAL DAY

Instructional day(s) means any day(s) designated for pupils to be present for instruction.

F. DUTY DAY

A "duty day" means any day designated by the Employer as a day in which a member of the bargaining unit is required to provide services.

G. FULL-TIME EMPLOYEE

A "full-time employee" means a member of the bargaining unit employed to work on a regular basis not less than seven (7) hours per day, not including lunch period, for all days of scheduled student attendance.

H. PART-TIME EMPLOYEE

A "part-time" employee means a member of the bargaining unit employed to work on a regular basis less than seven (7) hours per day or less than all days of scheduled student school attendance.

I. PROBATIONARY PERIOD

A member of the bargaining unit employed in either a full-time or part-time position shall be considered in a probationary status for a period of one (1) calendar year.

## ARTICLE II

### BOARD AUTHORITY AND MANAGEMENT RIGHTS

#### 2.1 BOARD AUTHORITY

It is the law of the State of Illinois that the determination and administration of school policy, the operation and management of the schools and the direction of employees are vested exclusively in the Board. It is the duty of all employees to carry out the policies and regulations as stipulated by the Board. The decision of the Board of Education in matters pertaining to the determination and administration of school policy, the operation and management of the schools and the direction of employees shall be final.

#### 2.2 MANAGEMENT RIGHTS

It is expressly understood and agreed that all functions, rights, powers or authority of the administration of the School District and the Board of Education which are not specifically limited by the express language of this Agreement are retained by the Board provided, however, that no such right shall be exercised so as to violate any of the specific provisions of this Agreement.

## ARTICLE III

### NEGOTIATIONS PROCEDURE

#### 3.1 NEGOTIATIONS PROCEDURES

Negotiations on a successor Agreement shall be conducted in accordance with the Illinois Educational Labor Relations Act and the Rules and Regulations of the Illinois Educational Labor Relations Board. Negotiations for a successor Agreement shall begin on or before the following April 1.

#### 3.2 MEDIATION

It is agreed that if either party to this Agreement determines that the assistance of a mediator is needed the parties will jointly request assistance from the Federal Mediation and Conciliation Service (FMCS). Should FMCS be unavailable the parties shall immediately commence discussions as to a replacement. In the event the parties are unable to agree upon a replacement mediator the Illinois Educational Labor Relations Board shall be notified.

## ARTICLE IV

### GRIEVANCE PROCEDURE

#### 4.1 Definition

A grievance shall mean a written complaint by a member of the bargaining unit that there has been an alleged violation, misinterpretation or misapplication of the specific provisions of this Agreement.

#### 4.2 Purpose

Every employee covered by this Agreement shall have the right to present grievances in accordance with these procedures, the purpose of which is to secure at the lowest possible administrative level equitable solutions to valid grievances which may arise.

#### 4.3 Representation

The grievant has the right to representation of choice in the grievance procedure. The grievant shall be present at all grievance discussions unless the Board, Association and the grievant mutually agree that the grievant's presence is not desirable or necessary. When the presence of the grievant at a grievance hearing is required by either party, illness or incapacity of the grievant shall be grounds for any necessary extension of grievance procedure time limits.

#### 4.4 Time Limits

All time limits consist of school days, except when a grievance is filed fewer than ten (10) days before the end of the school year and then the time limits shall consist of week days. The number of days indicated at each step in the procedure shall be considered as the maximum allowable to the parties and every effort shall be made to resolve the grievance as rapidly as possible.

#### 4.5 Constraints

- .1 Any investigation or other handling or processing of any grievances by the grievant or the Association shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grievant or of the District's employees.
- .2 Should the presence of the grievant or other employees be required at the arbitration hearing, they will be scheduled with no loss of pay. Arrangements will be made to assure the minimal impact necessary on the instructional program.
- .3 Failure of a grievant 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. Time limits may be extended by mutual agreement.
- .4 If the Association or any employee files any claim or complaint in any forum 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.

#### 4.6 Procedure

##### **Step One**

It is desirable for an employee and the immediate supervisor to resolve problems through free and informal communications. Therefore, before a grievance is filed, the claimant shall discuss the claim with the most immediate supervisor.

#### **Step Two**

If the complaint cannot be resolved informally, the complainant shall file the grievance in writing with the immediate supervisor, who shall certify by signature the date and hour the grievance was received. This certification shall be witnessed by the grievant. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the Agreement which are applicable and shall state the remedy requested. The filing of the formal written grievance must be within twenty (20) days from the date of the occurrence giving rise to the grievance or from the date the grievant should have been aware of the event. The supervisor shall make a decision on the grievance and communicate it in writing to the employee and the Superintendent within ten (10) days after receipt of the grievance.

#### **Step Three**

In the event a grievance has not been satisfactorily resolved at the second step, the grievant shall file, within ten (10) days of the immediate supervisor's written decision at Step Two, a copy of the grievance with the Superintendent. Within ten (10) days after receipt of the grievance the Superintendent or his/her designee shall meet with the grievant to resolve the grievance. The Superintendent or his designee shall file an answer within ten (10) days of the third step grievance meeting and communicate it in writing to the grievant and the immediate supervisor.

#### **Step Four**

If the Association is not satisfied with the disposition of the grievance at Step Three, the Association may submit the grievance to final and binding arbitration through the American Arbitration Association and under its rules. If a demand for arbitration is not filed within thirty (30) days of the Step Four answer or the last response date, then the grievance shall be deemed withdrawn.

The decision of the Arbitrator shall be final and binding on the parties. The Arbitrator, in his opinion, shall not amend, modify, nullify, ignore or add to the provisions of the Agreement. The Arbitrator's authority shall be strictly limited to deciding only the issue or issues presented to him in writing by the School District and the Association and his decision must be based solely and only upon his interpretation of the meaning or application of the express relevant language of the Agreement. In addition, the Arbitrator may hear testimony to determine the intent of the parties and/or the facts in the grievance.

#### **4.7 Association Not A Participant**

When an employee is not represented by the Association at Steps One-Three the Association will be notified of any resolution and such resolution shall not be inconsistent with the terms of this Agreement.

#### **4.8 No Reprisals Clause**

No reprisals shall be taken by the Board or the Administration against any employee because of the employee's participation in a grievance.

#### **4.9 By-Pass**

If the Association and the Superintendent agree, any step of the grievance procedure may be bypassed and the grievance brought directly to the next step.

#### **4.10 Class Grievance**

Class grievances involving one (1) or more employees or one (1) or more supervisors, and grievances involving an administrator above the building level may be initially filed by the Association at Step Three (Superintendent).

#### 4.11 Grievance Withdrawal

A grievance may be withdrawn at any step without establishing a precedent.

#### 4.12 Records

Records relating to an individual's grievance shall be filed separately from the personnel files of the employee(s) filing the grievance, except that if the information and records used in a grievance are the same as used in other proceedings, such as disciplinary proceedings, these records may be maintained in the employee's personnel file.

#### 4.13 Costs

Expenses for the arbitrator's services shall be borne equally by the School District and the Association. Each party shall bear the cost of its own representation. If only one party requests the services of a court reporter that party shall bear the cost of these services. If the other party desires a copy of the transcript, the cost of the court reporter's services shall be shared equally.

#### 4.14 Settlement

A grievance may be settled at any step of the grievance procedure without establishing prejudice or precedent.

## ARTICLE V

### ASSOCIATION RIGHTS

#### 5.1 Exclusive Rights

The rights granted to the Association by this Agreement shall not be granted or extended to any competing employee organization except as required by law.

#### 5.2 Board Meeting Notification

Written notice of all regular and special (but not emergency) meetings of the Board, together with a copy of the agenda or statement of purpose of such meeting, shall be placed in the school mail box of the President of the Association at least twenty-four (24) hours prior to such meeting.

#### 5.3 Board Minutes

A copy of the approved minutes and Treasurer's Report for all Board meetings, excluding executive sessions, shall be placed in the school mail box of the President of the Association the day following approval by the Board.

#### 5.4 Board Meetings

Upon request the Association shall be placed on the agenda of the regular meeting of the Board for purposes of reporting on matters of Association concern.

#### 5.5 Information

Upon request the Board will furnish to the President of the Association a copy of the adopted Budget and the Annual Financial Report. The Board shall also provide such reasonably requested information as may assist the Association in handling a grievance or preparing for negotiations. The Association shall also be entitled to receive such information as covered by the Freedom of Information Act upon payment of the copying costs established by the District pursuant to the provisions of the Act. Nothing in this provision shall require the District to collect data or prepare reports not otherwise available through regular operations of the District.

#### 5.6 Use of District Facilities

- a. The Association shall have the right to reasonable use of school buildings provided: 1) the areas have not been previously booked; 2) prior notice has been given to the building principal at least twenty-four (24) hours in advance of the meeting, except in emergencies; and, 3) there is no interruption of the educational program. The Association shall reimburse the District for actual expenses incurred resulting from the use of the building.
- b. The Association shall have the right to reasonable use of computers, typewriters and duplicating machines on school premises for Association business purposes, and shall be responsible for reimbursing the District for all materials and supplies used in the operation of this equipment.
- c. The District shall designate at least one (1) bulletin board in each building for use by the Association in posting official notices of its activities and matters of Association concern; however, the principal may direct the removal of any items posted on the bulletin board which in the principal's judgment may be offensive to other staff members, in poor taste or not appropriate for display.
- d. The Association may use employee mail boxes for purposes of communicating with bargaining unit members.

#### 5.7 New Employees

The names and addresses of newly hired members of the bargaining unit shall be provided to the Association within fourteen (14) days after their employment.

5.8 Payroll Deductions of Association Dues

The Board shall deduct from each employee's pay the current dues of the Association, provided that the Board has an employee's executed authorization for continuing dues deduction, the amount of which shall annually be certified by the Association. The payroll deduction form shall provide a period of time during which revocation of dues deduction may be made. Employees not revoking membership and deductions during such period shall be obligated for dues deduction until the next such period. All dues deducted by the Board shall be remitted to the Association within ten (10) calendar days after such deductions are made.

5.9 Business By Association Representatives on District Property

With the approval of the Superintendent or Building Principal representatives of the Association shall be permitted to transact Association business on District property during non-work time (non-work time means time for which the employee is not being paid) as long as it does not interfere with the educational process or District operations.

## ARTICLE VI

### EMPLOYEE RIGHTS

#### 6.1 Prohibition Against Discrimination

The Board and the Association agree they will not discriminate against any employee for reasons of race, color, sex, age, marital status, religious affiliation or national origin.

#### 6.2 Association Membership

The Board and the Association recognize that each employee has the right to join or not to join any organization for the employee's professional or economic improvement and membership in the Association or any other organization shall not be required as a condition of employment. The Board and Union further agree that no employee shall be discriminated against or subjected to intimidation, restraint or coercion because of the employee's membership or non-membership in the Association or because of the employee's participation or refusal to participate in lawful activities of the Association.

#### 6.3 Personnel Files

- .1 The District shall have the right to maintain a personnel file on all staff members and to record and maintain such information in the employee personnel file as the District deems of value, unless otherwise prohibited by law.
- .2 Within five (5) working days of making a written request to the Superintendent an employee will be permitted to inspect the contents of his/her personnel file. The right to inspect the contents of the personnel file does not extend to those items which are exempted from inspection by the statute.
- .3 The inspection shall take place at the District's central office during regular business hours at a mutually agreeable non-work time of the employee.
- .4 An employee may submit a written statement concerning items in the employee's personnel file and that statement will be attached to the disputed item in the personnel file.
- .5 Upon request an employee will be provided with a copy of any documents in the employee's personnel file, with the exception of those documents exempted from inspection by the statute. The District may charge a fee equal to the duplicating cost for copies provided to the employee.
- .6 The District shall maintain the confidentiality of personnel records as provided in Illinois Personnel Records Review Act, 820 ILCS 40/7.

#### 6.4 Representation

When a member of the bargaining unit is required to appear before the Superintendent or the Board concerning any matter which is disciplinary in nature which could adversely affect the member's terms and conditions of employment, the staff member shall be given reasonable prior written notice of at least forty-eight (48) hours of the reasons for such meeting and shall be entitled to have a personal representative of choice in attendance at said meeting.

#### 6.5 Rules and Regulations

Rules and regulations governing the conduct of members of the bargaining unit shall be reasonable.

## ARTICLE VII

### WORKING CONDITIONS

## 7.1 Basis Of Employment

The employment status of teaching assistants shall be on a modified contractual basis. As a general rule teaching assistants shall be employed for a full school term, or for the remainder of a school term if employment begins after the beginning of the school term, unless otherwise set forth in writing at the time of employment. After initial employment a teaching assistant shall be reemployed for future school terms unless given notice pursuant to applicable state law. However, the District is not required to continue the employment of a teaching assistant in the following circumstances:

- .1 During the probationary term of employment a teaching assistant may be dismissed without a stated reason but with prior notice as per the Illinois School code.
- .2 A teaching assistant can be dismissed at any time for cause.
- .3 The Board shall have the right to decrease the number of educational support personnel employed or to discontinue a particular type educational support service, in which event dismissal will be in accordance with Section 7.7 of this Article, and the staff member shall be given a thirty (30) day notice prior to the date of honorable dismissal.
- .4 If a student no longer requires the assistance of a personal aide the Board shall have the right to discontinue this service, in which event dismissal will be in accordance with Section 7.7 of this Article, and the staff member shall be given a thirty (30) day notice prior to the date of honorable dismissal.

## 7.2 Work Year

The usual work year for full time teaching assistants shall be 176 days which shall include those days when District students are in attendance plus the day prior to the first day of student attendance; however, the Board shall have the right to determine on an individual basis the work schedule for each teacher assistant to best meet the needs of the District. An individual's work schedule may include days when students are not in attendance and/or exclude days when students are in attendance. In most school years there are four (4) days when students are only in attendance a half day; therefore, in exchange for working the day prior to the first day students are in attendance teacher assistants shall be required to work only a half day on two of these days as determined by the administration. The Board may also direct, at its sole discretion, a teacher assistant(s) to work two days prior to student attendance in exchange for working none of the four (4) half days scheduled for most school years.

## 7.3 Work Day

- .1 The standard work day for teacher assistants shall be seven hours, not including an unpaid lunch period of not less than thirty (30) minutes; however, the Board shall have the right to establish a work day on an individual basis to meet the needs of the District but such individual work schedule shall not exceed eight (8) hours per day, not including the unpaid lunch period, without the approval of the staff member. Staff members working six (6) hours or more in a day shall be allowed an unpaid, duty free, lunch break of not less than thirty (30) minutes.
- .2 If requested by the District's Special Education Coordinator and approved by the Superintendent, members of the bargaining unit shall attend Individual Educational Program (IEP) reviews and staffings related to those District students for whom they provide services.

## 7.4 Control and Discipline of Students

The Illinois School Code provides that in matters relating to student conduct and discipline, all District employees have a responsibility for

maintaining control and discipline. The Board and Administration shall assist and support staff members in their fulfillment of this responsibility.

#### 7.5 Health and Safety

- .1 It is the joint responsibility of the Administration, Board, and all District employees to provide an educational environment that does not endanger the health, safety, or well-being of the students, staff members and general public. It is the responsibility of members of the bargaining unit to bring any unsafe or hazardous conditions to the attention of the Building Principal or Superintendent. The Administration shall be responsible for investigating any alleged unsafe or hazardous conditions and determining the appropriate action. The administration shall inform the member of the bargaining unit who reported the condition the results of the investigation and what action, if any, was taken to correct the condition.
- .2 In accordance with applicable provisions of the Illinois School Code staff members stand in the relation of parents to students under their care and supervision. Thus, when dangerous situations arise it shall be the staff member's responsibility to place the health and safety of the students ahead of their personal health and safety and to exercise good judgment in protecting from harm students under their care and supervision.
- .3 The Board shall provide free voluntary vaccination of the Hepatitis B vaccine for requesting staff members.

#### 7.6 Administering Medication

Members of the bargaining unit shall not be required to administer medication to students; however, staff members are not precluded from providing assistance to students in emergency situations.

#### 7.7 Reduction in Staff and Recall Rights

- .1 If the Board determines it is necessary to have a reduction in staff of full time members of the bargaining unit the Board shall first dismiss those full time members in a probationary status. If the reduction in staff is less than all of the full time members in a probationary status, the Board shall have the right to retain those probationary employees who best meet the needs of the District.
- .2 If the reduction in staff of members of the bargaining unit includes non-probationary full time employees, the order of such dismissal shall be in inverse order of the member's seniority. Seniority shall mean the amount of continuous service in the District in the job classification of teacher assistant. Periods of unpaid leaves of absence shall not be counted in determining length of service. Part-time service to the District shall be prorated based on the normal school year and/or day.
- .3 If the length of service of full time members of the bargaining unit within the District shall be equal, preference shall be given by the following priorities: 1) total years of service within the District in all job classifications; 2) total amount experience in public schools in the job classification of teacher assistant; and, 3) if a tie is unbroken by application of the above criteria, the tie will be broken by drawing of lots.
- .4 Any teacher assistant honorably dismissed pursuant to this Article shall be eligible for recall, in reverse order of the dismissals, for the remainder of the current school term, for the following school term or within one calendar year from the beginning of the following school term. The right to recall will include recall to both regular full time and part time positions. Failure to respond within twenty (20) days to a notice sent by certified mail to the last address supplied by the member will void recall rights.

- .5 When the District has a need for a substitute teaching assistant those teacher assistants honorably dismissed pursuant to this Article shall be called in order of seniority and offered the opportunity to work as a substitute teaching assistant. Recognizing that obtaining a substitute is often an urgent matter, if there is no answer to the first telephone call the District may immediately call the next person on the seniority list. The first right of refusal to work as a substitute will apply only to the period in which the teaching assistant has recall rights.
- .6 The Board, in consultation with the Association, will establish and maintain a seniority list of all full time District non-probationary teacher assistants. The seniority list will reflect the criteria called for in this Article and shall be made available for review by all members of the bargaining unit within the District by February 1 of each year. Any disagreements with the seniority listing will be made known to the Superintendent by March 1 of each year.

## ARTICLE VIII

### LEAVES OF ABSENCE

#### 8.1 Sick Leave

- .1 Each member of the bargaining unit qualifying for participation in IMRF (work a minimum of 600 hours per year) shall be granted twelve (12) sick leave days per school year. Sick leave shall be interpreted to mean personal illness, quarantine at home or serious illness or death in the immediate family or household. For purposes of this Article immediate family shall be defined as: parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, aunts, uncles and legal guardians.
- .2 Serious illness is defined as being an illness which an attending physician would designate, if requested, as sufficiently serious to require the presence of the staff member at the bedside.
- .3 Unused sick leave shall accumulate up to a maximum of two hundred seventy one (271) days, including the sick leave for the current year.
- .4 A day of sick leave shall be equal in length to the employee's regular work day.
- .5 The Board may require a physician's certificate as a basis for pay for personal illness after an absence of three (3) days or as it deems necessary in other cases.
- .6 At the beginning of the school term each member of the bargaining unit shall be furnished a written statement setting forth the amount of sick leave available during the current school year.

#### 8.2 Personal Leave

- .1 Each full-time member of the bargaining unit shall be granted two (2) days per year for personal business. A personal business day may be used for any purpose at the discretion of the bargaining unit member. An employee planning to use a personal business leave day shall notify the principal as early as possible in advance of the leave day, and, except in emergencies, shall be at least two (2) days prior to the day of the leave.
- .2 Personal leave may not be taken during the first three (3) days of school, the last five (5) days of school, on days when final examinations or special school programs are scheduled, or on the first working day preceding or following a vacation or holiday, except in emergency and/or other unusual situations as approved by the Superintendent.
- .3 No more than two (2) members of the bargaining unit may use personal leave on the same day.
- .4 At the member's option unused personal leave days will be added to accumulated sick leave or the member will be paid for the unused personal leave days at the current rate of pay for a regular substitute teaching assistant, or up to two (2) days of unused personal leave may be allowed to accumulate so the staff member will have available a total of four (4) days of personal leave in the following school year.

#### 8.3 Jury Duty

Staff members summoned to jury duty when school is in session shall receive full salary during the time the member is on jury duty provided the member pays to the District the fees received for performing jury duty service.

#### 8.4 Federal Family and Medical Leave Act

Upon request an eligible employee shall be granted an unpaid leave of absence consistent with the provisions of the Federal Family and Medical Leave Act. To be eligible for leave under the Federal Family and Medical Leave Act an employee must have been employed by the District for at least twelve (12) months (the twelve (12) months do not need to be consecutive) and have been employed for a minimum of 1,250 hours of service during the 12 month period immediately before the beginning of the leave. The provisions of the Act shall govern all aspects (benefits, procedures, restrictions, etc.) of the application of this leave provision.

#### 8.5 Association Leave

Designated representatives of the Association shall be allowed to attend local, state or national conferences or other meetings pertinent to Association matters without loss of wages providing the following conditions are fulfilled:

- .1 The aggregate number of days in any school term shall not exceed three (3) days and no one person may use more than two (2) days.
- .2 The Association will reimburse the District the cost of a substitute teaching assistant for all days of Association leave.
- .3 Except in emergencies a written request for Association leave shall be submitted to the Superintendent at least five (5) days in advance of the absence and shall state the specific purpose of the meeting, the date of the meeting and the teaching assistant who will attend the meeting.
- .4 No more than one (1) member of the bargaining unit may be absent for Association Leave on the same day.

#### 8.6 Extended Leave Without Pay

- .1 Teaching assistants may apply for extended leave of absence for a variety of reasons. The following conditions shall apply to all extended leaves of absence unless otherwise indicated:
  - .1 A request for a leave of absence shall be in writing to the Superintendent, and whenever possible should be submitted at least thirty (30) days in advance of the leave.
  - .2 To be eligible for an extended leave of absence a staff member must have completed a minimum of two (2) full school terms of continuous employment in the District.
  - .3 Granting of an extended leave of absence shall be at the discretion of the Board.
  - .4 Extended leaves of absence will be without pay and salary increments shall not accrue during a leave of absence.
  - .5 The initial leave period shall be limited to the duration of the current school term. Further extension of an extended leave of absence shall be at the discretion of the Board.
  - .6 Under normal circumstances teaching assistants will return from a leave of absence either at the beginning of the school term or the beginning of the second semester unless an alternate date is mutually agreed upon.
  - .7 Accrued benefits earned at the time the leave begins shall be retained but no additional benefits shall accrue during the

period of the leave. Accrued benefits shall be defined to mean seniority, accumulated sick leave and placement on the salary schedule.

- .8 Staff members on extended leave shall, upon written request, be permitted to continue in the District's group insurance programs for a period of one (1) year from the date the leave begins, providing the member pays the premium and it is acceptable to the insurance carrier.
  - .9 Written notice of intention to either return or resign shall be given to the Superintendent sixty (60) days prior to the expiration of the leave. Failure to furnish such written notice shall constitute a notice of resignation. Notice of intent to return shall not be considered as a waiver of the employee's right to submit a resignation at a later date in compliance with the School Code.
  - .10 The Board may require a staff member on extended leave of absence to furnish a statement from a physician or a psychiatrist indicating whether a staff member is capable of returning to work.
  - .11 Although staff members returning from an extended leave of absence cannot be assured of placement in the same position which they held prior to going on leave of absence, every reasonable consideration will be given to returning them to their former position.
- .2 The following listed leaves shall be considered as extended leaves of absence under the provisions of this Section of the Agreement:
- .1 Maternity/Adoption/Child-Rearing Leave  
Staff members may be granted leave of absence because of the forthcoming birth of a child, adoption of a child or for the care of a child resulting from either a birth or adoption. Sick leave shall not be applicable during a period of maternity/adoption/child-rearing leave.
  - .2 Military Leave  
Staff members inducted into the military service of the United States shall be granted an extended leave of absence for the period of their required military service.
  - .3 Extended Medical Leave  
Staff members may apply for extended medical leave for health reasons for the remainder of a current school year. The request for such leave must be accompanied by a statement from a physician indicating that such leave is necessary for the physical or emotional well-being of the staff member.
  - .4 Advanced Study Leave  
Staff members may apply for a leave of absence to pursue advanced study. Requests for this leave must be submitted on or before March 1 or November 1 preceding the school semester when the leave is to begin and shall include the line of study to be pursued and the college or university to be attended. The Board will make the decision in accordance with the best interests of the School District as far as programs, students and staff are concerned.



## ARTICLE IX

### EMPLOYEE EVALUATIONS

#### 9.1 Purpose of Evaluations

The primary purpose of the evaluation process is to determine how well the employee is fulfilling assigned job requirements, to identify deficiencies in skills or work performance, and to assist the employee improve work related skills and job performance.

#### 9.2 Notification of Evaluation Process

At the time of initial employment an employee shall be provided with a copy of the negotiated agreement setting forth the terms and conditions of employment, including the evaluation process. If an employee has questions concerning the evaluation process the employee should request clarification from the appropriate administrator.

#### 9.3 Evaluation Process

- .1 Employees shall be evaluated as frequently as the supervising administrator deems advisable, but not less frequently than once during each employment year.
- .2 To the extent possible evaluation criteria and procedures shall be applied uniformly throughout the District. However, it is recognized that the variations which exist between individual job requirements and the differing approach to evaluations by supervising administrators may result in minor variations in the evaluation process. If a staff member believes variations in the criteria and/or procedures used in the staff member's evaluation unfairly affected the staff member's evaluation, the staff member may bring this matter to the attention of the Superintendent who shall make an investigation to determine whether the questioned criteria and/or procedures need to be changed.
- .3 The supervising administrator of the employee shall have the primary responsibility for conducting the evaluation but this evaluation may include information and input obtained from other staff members who have knowledge of the job performance of the employee.
- .4 Observation of the employee performing job related activities is an important part of the evaluation process. Each formal written evaluation of the staff member's job performance shall be preceded by at least two on the job observations of at least fifteen (15) minutes; however, the evaluation may also include additional shorter and less formal observations as well as input from other staff members.
- .5 The formal evaluation shall be on a form established by the Board for teaching assistant staff evaluations. Prior to completion of the formal evaluation the staff member will complete a self evaluation utilizing the same form and provide a copy to the supervising administrator responsible for the staff member's formal evaluation.
- .6 The supervising administrator will review the formal evaluation with the staff member and provide a copy to the staff member. Upon completion of the review the staff member will sign the original evaluation indicating that the staff member has reviewed the evaluation. The formal evaluation will be forwarded to the Superintendent for review and filing in the employee's personnel file.
- .7 In the event the staff member feels the formal written evaluation was incomplete or inaccurate, the staff member may put these objections in writing and have them attached to the formal evaluation report placed in the personnel file.

.8 If an employee is evaluated more than two times during an employment year the employee shall have the right to have a representative from the Association present at the post evaluation conference of all formal evaluations after the first two.

9.4 The parties acknowledge that the procedure set forth in this Article pertains to the formal evaluation of job performance and that nothing herein shall be construed as prohibiting or limiting the normal day-to-day observation and evaluation of a staff member's overall performance as a District employee, nor shall it hinder or limit the right of the Board to terminate the employment of a staff member as deemed warranted.

**ARTICLE X**

**COMPENSATION AND BENEFITS**

10.1        Wages

- .1        For the 2007-2008, 2008-2009, 2009-2010, and 2010-2011 school years members of the bargaining unit shall be compensated in accordance with the respective wage schedules set forth in the Teacher Assistant Wage Schedule, Appendices A-1 through A-4,, which are attached hereto and incorporated into this Agreement. These Teacher Assistant Wage Schedules shall be effective as of the first day of the respective school year for each year of this Agreement.

10.2        Insurance

- .1        The Board shall make available to qualifying members of the bargaining unit health, major medical and term life insurance. In each year of this Agreement for those employees participating in the group health insurance program the District will contribute towards the employee's cost of this insurance the same amount the District contributes towards the monthly premium of a certified staff member in the same insurance classification of individual, individual plus one and full family coverage. Yearly changes in the amount of the District's contribution shall be effective as of the beginning of each school term in which this Agreement is in force. It is recognized that if negotiations with the certified staff have not been completed the amount of the District's contribution may not be known by the beginning of a school term, in which event the District will continue with the current contribution and when the correct amount is established through negotiations with the certified staff the District will make an adjustment in the monthly contribution retroactive to the beginning of the school term.
- .2        If both spouses are employed by the District and are eligible for participation in the group insurance program the Board will contribute the individual contribution amount for each employee toward the cost of full family insurance.
- .3        Prior to any change in coverage or carrier of this group health insurance the Association will be allowed to make recommendations to the Board concerning these changes.

10.3        Mileage

Members of the bargaining unit required by the District to use their personal vehicles in the course of their employment shall be reimbursed at the rate of thirty seven cents (37¢) per mile.

10.4        Retirement Bonus

- .1        A retiring member of the bargaining unit who has been employed by the Flora School District a minimum of twenty (20) years shall be paid a retirement bonus of Two Thousand Dollars (\$2,000) subject to the regular deductions for taxes and pension contributions, with said bonus payment to be included in the employee's reportable earnings for determining retirement benefits.
- .2        A retiring member of the bargaining unit who has been employed by the Flora School District a minimum of ten (10) years, but less than twenty (20) years, shall be paid a retirement bonus of One Thousand Dollars (\$1,000) subject to the regular deductions for taxes and pension contributions, with said bonus payment to be included in the employee's reportable earnings for determining retirement benefits.
- .3        A member of the bargaining unit who qualifies and receives retirement benefits under any type of state established early retirement program which requires a contribution by the Flora School District or results

in any additional cost to the District shall not be eligible to receive the retirement bonus payment set forth in this provision.

**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 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 shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections and clauses shall remain in full force and effect.

11.3 No Strike

- .1 During the term of this Agreement and any extension thereof, no employee covered by this Agreement shall ever or at any time engage in any strike, slowdown or other refusal to render full and complete services to the Board or any activity whatsoever which would disrupt in any manner in whole or in part the operation of the School District. Further, during the term of this Agreement and any extension thereof, neither the Association, its officers nor its agents shall instigate, support or engage in a strike, slowdown or other concerted refusal to render full and complete services nor a concerted effort to disrupt the operation of the School District.
- .2 The Association, its officers and agents shall not support any employee covered by this contract who is in violation of this provision.
- .3 The Board retains its rights to seek legal or administrative relief from any violation of this provision.

11.4 Waiver of Additional Bargaining

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, 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 School District 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 this 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.

11.5 Term of Agreement

This Agreement shall be for a period of four years beginning on July 1, 2007 and expiring on June 30, 2011.

This Agreement is signed this 21<sup>st</sup> day of January, 2009.

**IN WITNESS WHEREOF:**

For the Unit No. 35 Teaching  
Assistants Education  
Association - IEA/NEA

For the Board of Education,  
Flora Community Unit  
School District No. 35

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Secretary

APPENDIX A-1

TEACHING ASSISTANTS WAGE SCHEDULE  
2007-2008

<u>YEARS</u> <u>EXPERIENCE</u>	<u>HOURLY WAGE RATE</u>		
	<u>Base Rate</u>	<u>Certificate</u>	<u>Degree or 60 hrs</u>
0	9.09	9.29	9.73
1	9.25	9.45	9.89
2	9.43	9.63	10.07
3	9.60	9.80	10.24
4	9.77	9.97	10.41
5	9.94	10.14	10.58
6	10.16	10.36	10.80
7	10.37	10.57	11.01
8	10.59	10.79	11.23
9	10.81	11.01	11.45
10	11.01	11.21	11.65
Longevity	11.27	11.65	11.91
Library Aide	12.99	13.19	13.63

**NOTES:**

1. In order to receive credit for a year of experience on the wage schedule an employee must have been employed by the District as a teaching assistant during the preceding school year a minimum of 1,000 hours.
2. Placement on the wage schedule of new employees shall be determined by the Board of Education based upon the experience and qualifications of the applicants.
3. The column headed "Certificate" shall apply to those members of the bargaining unit who have been certified by the Illinois State Board of Education. The column headed "Degree or 60 hrs" shall apply to those members of the bargaining unit who have been certified by the Illinois State Board of Education and who have also either obtained an Associate Degree or have earned 60 hours in an accepted degree program at a recognized college or university.
4. This wage schedule shall become effective as of the first day of the 2007-2008 school year. The wages set forth herein are applicable to all work performed by members of the bargaining unit, including summer school.
5. Members of the bargaining unit who are already being paid at the longevity step rate are "grandfathered" at the longevity step rate. Members of the bargaining unit who reach step 10 of the above wage schedule (i.e. 11<sup>th</sup> year of experience) shall remain at that Step 10 for their 11<sup>th</sup>, 12<sup>th</sup>, 13<sup>th</sup>, 14<sup>th</sup>, and 15<sup>th</sup> years of experience, and shall move to the longevity step rate, as set forth in the above wage schedule, at the start of their 16<sup>th</sup> year of experience.

APPENDIX A-2

TEACHING ASSISTANTS WAGE SCHEDULE  
2008-2009

<u>YEARS</u> <u>EXPERIENCE</u>	<u>HOURLY WAGE RATE</u>		
	<u>Base Rate</u>	<u>Certificate</u>	<u>Degree or 60 hrs</u>
0	9.42	9.62	10.06
1	9.58	9.78	10.22
2	9.76	9.96	10.40
3	9.93	10.13	10.57
4	10.10	10.30	10.74
5	10.27	10.47	10.91
6	10.49	10.69	11.13
7	10.70	10.90	11.34
8	10.92	11.12	11.56
9	11.14	11.34	11.78
10	11.34	11.54	11.98
Longevity	11.60	11.98	12.24
Library Aide	13.32	13.52	13.96

**NOTES:**

1. In order to receive credit for a year of experience on the wage schedule an employee must have been employed by the District as a teaching assistant during the preceding school year a minimum of 1,000 hours.
2. Placement on the wage schedule of new employees shall be determined by the Board of Education based upon the experience and qualifications of the applicants.
3. The column headed "Certificate" shall apply to those members of the bargaining unit who have been certified by the Illinois State Board of Education. The column headed "Degree or 60 hrs" shall apply to those members of the bargaining unit who have been certified by the Illinois State Board of Education and who have also either obtained an Associate Degree or have earned 60 hours in an accepted degree program at a recognized college or university.
4. This wage schedule shall become effective as of the first day of the 2008-2009 school year. The wages set forth herein are applicable to all work performed by members of the bargaining unit, including summer school.
5. Members of the bargaining unit who are already being paid at the longevity step rate are "grandfathered" at the longevity step rate. Members of the bargaining unit who reach step 10 of the above wage schedule (i.e. 11<sup>th</sup> year of experience) shall remain at that Step 10 for their 11<sup>th</sup>, 12<sup>th</sup>, 13<sup>th</sup>, 14<sup>th</sup>, and 15<sup>th</sup> years of experience, and shall move to the longevity step rate, as set forth in the above wage schedule, at the start of their 16<sup>th</sup> year of experience.

APPENDIX A-3

TEACHING ASSISTANTS WAGE SCHEDULE  
2009-2010

<u>YEARS</u> <u>EXPERIENCE</u>	<u>HOURLY WAGE RATE</u>		
	<u>Base Rate</u>	<u>Certificate</u>	<u>Degree or 60 hrs</u>
0	9.82	10.02	10.46
1	9.98	10.18	10.62
2	10.16	10.36	10.80
3	10.33	10.53	10.97
4	10.50	10.70	11.14
5	10.67	10.87	11.31
6	10.89	11.09	11.53
7	11.10	11.30	11.74
8	11.32	11.52	11.96
9	11.54	11.74	12.18
10	11.74	11.94	12.38
Longevity	12.00	12.38	12.64
Library Aide	13.72	13.92	14.36

**NOTES:**

1. In order to receive credit for a year of experience on the wage schedule an employee must have been employed by the District as a teaching assistant during the preceding school year a minimum of 1,000 hours.
2. Placement on the wage schedule of new employees shall be determined by the Board of Education based upon the experience and qualifications of the applicants.
3. The column headed "Certificate" shall apply to those members of the bargaining unit who have been certified by the Illinois State Board of Education. The column headed "Degree or 60 hrs" shall apply to those members of the bargaining unit who have been certified by the Illinois State Board of Education and who have also either obtained an Associate Degree or have earned 60 hours in an accepted degree program at a recognized college or university.
4. This wage schedule shall become effective as of the first day of the 2009-2010 school year. The wages set forth herein are applicable to all work performed by members of the bargaining unit, including summer school.
5. Members of the bargaining unit who are already being paid at the longevity step rate are "grandfathered" at the longevity step rate. Members of the bargaining unit who reach step 10 of the above wage schedule (i.e. 11<sup>th</sup> year of experience) shall remain at that Step 10 for their 11<sup>th</sup>, 12<sup>th</sup>, 13<sup>th</sup>, 14<sup>th</sup>, and 15<sup>th</sup> years of experience, and shall move to the longevity step rate, as set forth in the above wage schedule, at the start of their 16<sup>th</sup> year of experience.

APPENDIX A-4

TEACHING ASSISTANTS WAGE SCHEDULE  
2010-2011

<u>YEARS</u> <u>EXPERIENCE</u>	<u>HOURLY WAGE RATE</u>		
	<u>Base Rate</u>	<u>Certificate</u>	<u>Degree or 60 hrs</u>
0	10.22	10.42	10.86
1	10.38	10.58	11.02
2	10.56	10.76	11.20
3	10.73	10.93	11.37
4	10.90	11.10	11.54
5	11.07	11.27	11.71
6	11.29	11.49	11.93
7	11.50	11.70	12.14
8	11.72	11.92	12.36
9	11.94	12.14	12.58
10	12.14	12.34	12.78
Longevity	12.40	12.78	13.04
Library Aide	14.12	14.32	14.76

**NOTES:**

1. In order to receive credit for a year of experience on the wage schedule an employee must have been employed by the District as a teaching assistant during the preceding school year a minimum of 1,000 hours.
2. Placement on the wage schedule of new employees shall be determined by the Board of Education based upon the experience and qualifications of the applicants.
3. The column headed "Certificate" shall apply to those members of the bargaining unit who have been certified by the Illinois State Board of Education. The column headed "Degree or 60 hrs" shall apply to those members of the bargaining unit who have been certified by the Illinois State Board of Education and who have also either obtained an Associate Degree or have earned 60 hours in an accepted degree program at a recognized college or university.
4. This wage schedule shall become effective as of the first day of the 2010-2011 school year. The wages set forth herein are applicable to all work performed by members of the bargaining unit, including summer school.
5. Members of the bargaining unit who are already being paid at the longevity step rate are "grandfathered" at the longevity step rate. Members of the bargaining unit who reach step 10 of the above wage schedule (i.e. 11<sup>th</sup> year of experience) shall remain at that Step 10 for their 11<sup>th</sup>, 12<sup>th</sup>, 13<sup>th</sup>, 14<sup>th</sup>, and 15<sup>th</sup> years of experience, and shall move to the longevity step rate, as set forth in the above wage schedule, at the start of their 16<sup>th</sup> year of experience.

**AGREEMENT**

**THE UNIT No. 35 TEACHING ASSISTANTS  
EDUCATION ASSOCIATION, IEA/NEA**

**and**

**THE FLORA COMMUNITY UNIT SCHOOL  
DISTRICT NO. 35**

**2007 - 2011**

FLORA COMMUNITY UNIT SCHOOL DISTRICT NO. 35

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