

Agreement

Between

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

And

**Aviston Education Association,
IEA-NEA**

2008-2009

2009-2010

2010-2011

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Article I

Recognition and Definitions

1.1 Recognition

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

1.2 Employee Benefits

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

1.3 Definitions

A. Days

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

B. Superintendent

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

C. Duty Day

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

D. Instructional Days

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

E. Paid Leave Of Absence

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

F. **Leave of Absence without Pay**

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

G. **Daily Rate of Pay**

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

H. **Site**

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

Article II

Framework for Collective Bargaining

2.1 Mediation

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

2.2 Contractual Amendments

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

2.3 Printing of Contract

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

Article III Employee Rights

3.1 Right To Organize And Participate

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

3.2 Board Hearings/Employee Rights

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

3.3 Rules and Regulations

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

3.4 Employee Notification of Assignments

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

3.5 Confidentiality of Meetings

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

Article IV Association Rights

4.1 Association Matters - Board Agenda

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

4.2 Board Minutes - Association Copies

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

4.3 Pertinent Information - Association

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

4.4 Payroll Deductions

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

4.5 Association Use of District Facilities and Equipment

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

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

4.6 Fair Share

- A. Each employee, as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Association or pay a fair share fee to the Association equivalent to the

amount of dues uniformly required of members of the Association, including local, state and national dues.

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

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

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

Article V

Calendar-Work Load

5.1 Work Day

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

5.2 Duty-Free Lunch

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

5.3 Limit on Employee's Responsibility

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

5.4 Calendar

The school year calendar shall consist of not more than 185 days which shall include 176 student attendance days, four (4) workshop/in-service days and five (5) emergency days. Unused emergency days shall not become work days. The work year for employees shall not exceed 180 days which shall include the four (4) workshop/in-service days/parent-teacher conference days.

5.5 Preparation Period

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

5.6 Administering Medication

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

Article VI Leaves

6.1 Sick Leave

At the beginning of each work year, each full time employee shall be credited with twelve (12) sick leave days for the 2008-2009 school term; twelve (12) sick leave days for the 2009-2010 school term; and twelve (12) sick leave days for the 2010-2011 school term; the unused portion of which shall accumulate to a maximum of 340 days. The Board shall furnish each employee with a written statement at the beginning of each school year setting forth the total accumulated sick leave credit for each employee. Sick leave shall be interpreted to mean personal illness or disability, and illness or death in the immediate family as defined by the School Code section 24-6, including victims of sexual abuse and domestic violence.

6.2 Personal Leave

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

6.3 Jury Service and Other Related Appearances

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

6.4 Association Leave

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

6.5 Bereavement Leave

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

6.6 Leave of Absence Without Pay

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

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

- A. Written requests for leave of absence without pay shall be made at least three (3) months before the leave is desired whenever possible, and are subject to approval or denial by the Board;
- B. Dates of departure and return must be mutually acceptable to the teacher and administration and determined prior to any final action on the request;
- C. Leaves may be granted for:
 - 1) advanced study leading to a degree in an approved university;
 - 2) educationally related travel if the applicant provides an itinerary and an explanation of how such travel will improve the educational program;
 - 3) military service;
 - 4) maternity, paternity, adoption or childcare;
 - 5) health related reasons (this leave is distinguished from FMLA leave in that no insurance benefits are paid by the employer, and FMLA restrictions regarding length of leave, frequency of leave and exhaustion of benefits do not apply);
or
 - 6) other reasons acceptable to the Board;
- D. Employees on such leave may continue insurance benefits if they reimburse prorate costs of benefits for which they apply, provided the carrier permits same;
- E. Employees will not advance on the salary schedule while on the approved leave of absence without pay, unless working at least eighty-eight (88) days during the school year in which the leave was taken; and
- F. The Board may waive the above restrictions at its discretion.
- G. Employees on non-paid leave of absence shall not lose accrued sick leave, tenure or seniority.
- H. An employee on a non-paid leave of absence shall notify the superintendent, in writing sixty (60) days prior to the date of his or her intended return to employment.

Article VII Personnel File

7.1 Conditions and Procedures for Placement of Materials in File

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

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

7.2 Right to Respond to Materials in File

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

7.3 Right to Examine File

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

7.4 Right to Reproduce Materials in File

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

Article VIII Evaluation

8.1 Purpose of Evaluations

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

8.2 Evaluation Process

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

8.3 Notification

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

8.4 Post Conference

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

8.5 Employee Response

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

8.6 Informal Evaluation

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

Article IX

Seniority Recall and Transfer

9.1 Seniority

A. Definition of Seniority

Seniority shall be defined as the continuous length of service within the district in a position requiring certification after acquisition of tenure. Accumulation of seniority shall begin from the employee's first work day but shall only be recognized after acquisition of tenure.

B. Part-Time

Part-Time employees shall not accrue seniority.

9.2 Loss of Seniority

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

9.3 Reduction in Personnel, Layoff and Recall

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

9.4 Notification of Layoffs

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

9.5 Re-employment Procedure after Layoff

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

A. Recall Rights

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

B. Retained Rights after Recall

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

C. Recall

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

D. Temporary or Part-Time Positions

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

9.6 Definition of Vacancies

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

9.7 Definition of Transfer

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

9.8 Posting of Vacancies

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

9.9 Voluntary Transfer Application

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

9.10 **Mutual Requests for Transfer**

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

Article X

Grievance Procedure

10.1 Definitions

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

10.2 Time Limits

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

10.3 Procedures

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

A. Step I

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

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

B. Step II

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

C. Step III

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

10.4 **Bypass**

By mutual written agreement, any step of the grievance procedure may be bypassed.

10.5 **Class Grievance**

Grievances involving more than one (1) employee may be initially filed by the Association at Step II.

10.6 **No Reprisals Clause**

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

10.7 **Filing of Materials**

All records related to a grievance shall be filed separately from the personnel files of the employees.

10.8 **Grievance Withdrawal**

A grievance may be withdrawn by written notice at any level without establishing precedent.

10.9 **No Written Response**

If no written decision has been rendered within the time limits indicated by a step, then the grievance may be appealed to the next step.

10.10 **Expedited Arbitration**

By mutual agreement of the Association and the Board, the expedited rules of the American Arbitration Association (AAA) shall be used instead of the voluntary labor arbitration rules.

10.11 **Costs**

The fees and the expenses of the arbitrator shall be shared equally by the parties.

10.12 **Court Reporter**

If only one (1) party requests the presence of a court reporter, that party shall bear the cost of the reporter. If the other party wants a copy, the other party must share the cost.

10.13 **Settlement**

By mutual written agreement of the Association and the Board, a grievance may be settled at any step.

Article XI Benefits

11.1 Mileage

Employees shall be reimbursed for all superintendent-approved mileage at the same rate approved by the Internal Revenue Service.

11.2 Pay Periods

Each employee shall be paid on the basis of twenty-six (26) substantially equal installments.

11.3 Salary Schedules

The salary schedules shall be as set forth in Appendix A, which is attached to and incorporated in this agreement. The Board shall pay the teacher's contribution to TRS in addition to the amounts set forth in Appendix A.

11.4 Advancement on the Salary Schedule

Proof of hours taken to be applied for horizontal advancement on the salary schedule shall be submitted no later than the first day of the school year.

11.5 T.H.I.S.

The Board agrees to pay the employee's contribution to the Teachers Health Insurance System (T.H.I.S.).

11.6 Health Insurance

The Board shall pay the current single premium for each full-time teacher or, at the election of the teacher, the sum of Three Thousand and no/100 Dollars (\$3,000.00) per year, which shall be paid to the teacher in cash in lieu of insurance. The Board shall pay TRS and THIS, if applicable, on such option in addition to the Three Thousand and no/100 Dollars (\$3,000.00).

11.7 TUITION REIMBURSEMENT

A. The Board will pay employees pursuing their first master's degree (or undergraduate course work for additional endorsements) up to \$100 per credit hour per school year (up to six credit hours) towards tuition for completed course work taken within a teacher's teaching area or for principalship certification. Courses must be pre-approved by the Superintendent using a district form and taken at an accredited university. The Board will not reimburse employees for any course(s) taken via the Internet.

B. The maximum cost to the District shall not exceed \$6,000 in 2008-2009; \$6,500 in 2009-2010; \$7,000 in 2010-2011 per fiscal year (July 1-June 30) with reimbursements being

paid no later than June 30 of the fiscal year for the semester hours of credit earned during that fiscal year. If the cost of courses approved and submitted for reimbursement exceeds the largest dollar amount budgeted for the current school year, as outlined above, then the amount reimbursed per credit hour will be prorated. For example if 100 credit hours have been approved and submitted in 2008-2009, reimbursement will be 6% divided by the 100 = \$60.00 per semester hour.

- C Because the pool of dollars available for tuition reimbursement is limited, timely filing of reimbursement claims is important. Each employee must have the course approval form completed prior to taking the course. A proof of payment for the course and an official transcript or grade card documenting a grade of B or better (or “pass” if a pass/fail course) in order to qualify for reimbursement must be turned in by June 1 for payment by June 30 in any fiscal year. If a class is a summer class and the grade will not be established until after June that class will be subject to reimbursement in the fiscal year beginning July 1. Course must be submitted in the fiscal year taken, with the exception of summer classes with grades posted after June 1.

11.8 RETIREMENT:

Retirement Incentive Plan

- A. The Board shall recognize the service of any full-time teacher who is eligible to receive regular retirement pension benefits, through the Teacher Retirement System of the State of Illinois.
- B. Eligibility – to be eligible, the teacher:
1. Must be at least sixty (60) years at the time of retirement; or
 2. Must be at least fifty-five (55) years of age at the time of retirement with thirty-five (35) years of creditable service with the Illinois Teacher Retirement System; and
 3. Must be in the District a minimum ten (10) years.
- C. Retirement Incentive
1. To be eligible for any of the following Plans, an employee must meet the following requirements:
 - a. Be at least sixty (60) years of age by the last day of service in the District; or
 - b. Be at least fifty-five (55) years of age with thirty-five (35) years of creditable service as defined by the Illinois Teacher Retirement System by the last day of service in the District.

The District may require proof of eligibility.

2. Definitions:

The Board shall recognize the service of any full-time teacher who is eligible to receive regular retirement pension benefits, through the Teacher Retirement System of the State of Illinois. Any teacher who qualifies under the above eligibility may choose from the following incentive table:

3. Plans

Years of Service in District	Plans
10	A, B, or C
20	A, B, C, or D

a. One Year Plan

If an eligible employee gives the Board an irrevocable letter of retirement prior to May 1 stating that he/she shall retire at the end of the next school year, the employee will be removed from the salary schedule and for the final year of employment the employee's TRS creditable earnings shall be increased by six percent (6%) over the employee's TRS creditable earnings for the prior year of employment.

Example: The employee's prior year TRS creditable earnings were \$40,000. The employee's final year TRS creditable earnings will be \$42,400.00 (i.e., $\$40,000.00 \times 1.06 = \$42,400.00$)

b. Two Year Plan

If an eligible employee gives the Board an irrevocable letter of retirement prior to May 1 two (2) years prior to the year of retirement, the employee will be removed from the salary schedule and for the final two (2) years of employment the employee's TRS creditable earnings shall be increased by six percent (6%) over the employee's TRS creditable earnings for the prior years of employment respectively.

Example: An employee gives his/her irrevocable letter of retirement prior to May 1, 2009, stating he/she will retire on June 30, 2011. The employee's TRS creditable earnings for the employee's TRS creditable earnings for the 2009-2010 school years were \$40,000.00. The employee's TRS creditable earnings for the 2010-2011 school year will be \$42,400.00 (i.e., $\$40,000.00 \times 1.06 = \$42,400.00$). The employee's TRS creditable earnings for the 2009-2010 school year will be \$44,944.00 (i.e., $42,400.00 \times 1.06 = 44,944.00$).

c. Three Year Plan

If an eligible employee gives the Board an irrevocable letter of retirement prior to May 1 three (3) years prior to the year of retirement, the employee will be removed from the salary schedule and for the final three (3) years of employment the employee's TRS creditable earnings shall be increased by six percent (6%) over the employee's TRS creditable earnings for the prior years of employment respectively.

Example: An employee gives his/her irrevocable letter of retirement prior to May 1, 2009, stating he/she will retire on June 30, 2012. The employee's TRS creditable earnings for the employee's TRS creditable earnings for the 2009-2010 school years were \$40,000.00. The employee's TRS creditable earnings for the 2009-2010 school year will be \$42,400.00 (i.e., $\$40,000.00 \times 1.06 = \$42,400.00$). The employee's TRS creditable earnings for the 2010-2011 school year will be \$44,944.00 (i.e., $42,400.00 \times 1.06 = 44,944.00$). The employee's TRS creditable earnings for the 2011-2012 school year will be 47,640.64 (i.e., $\$44,944.00 \times 1.06 = \$47,640.64$).

d. Four Year Plan

If an eligible employee gives the Board an irrevocable letter of retirement prior to May 1 four (4) years prior to the year of retirement, the employee will be removed from the salary schedule and for the final four (4) years of employment the employee's TRS creditable earnings shall be increased by six percent (6%) over the employee's TRS creditable earnings for the prior years of employment respectively.

Example: An employee gives his/her irrevocable letter of retirement prior to May 1, 2009, stating he/she will retire on June 30, 2013. The employee's TRS creditable earnings for the employee's TRS creditable earnings for the 2009-2010 school years were \$40,000.00. The employee's TRS creditable earnings for the 2009-2010 school year will be \$42,400.00 (i.e., $\$40,000.00 \times 1.06 = \$42,400.00$). The employee's TRS creditable earnings for the 2010-2011 school year will be \$44,944.00 (i.e., $42,400.00 \times 1.06 = 44,944.00$). The employee's TRS creditable earnings for the 2011-2012 school year will be 47,640.64 (i.e., $\$44,944.00 \times 1.06 = \$47,640.64$). The employee's TRS creditable earnings for the 2012-2013 school year will be \$50,498.82 (i.e., $\$47,640.64 \times 1.06 = \$50,498.82$).

3. Miscellaneous

Once an irrevocable letter of retirement is submitted, the employee will not be assigned any additional extra-duties or TRS reportable duties not currently being performed without the consent of the employee.

If after submitting an irrevocable letter of retirement, the employee resigns from or is removed from duties for which the employee was compensated the previous year (i.e., Schedule B extended contract and/or stipends), the employee's TRS creditable earnings will be adjusted accordingly.

Example: The employee's TRS creditable earnings from the 2007-2008 school year were \$43,000.00, of which \$3,000.00 was compensation from coaching basketball in 2006-2007. Under the employee's retirement plan, he/she would be scheduled to receive \$45,580.00 TRS creditable earnings for the 2008-2009 school year (i.e., $\$43,000 \times 1.06 = \$45,580.00$). However, the employee resigns from his/her coaching position before the start of the 2008-2009 school years. The employee's TRS creditable earnings for the 2007-2008 school years will be \$42,400.00 (i.e., $\$40,000 \times 1.06 = \$42,400.00$) rather than \$45,580.00.

In the event an employee has submitted his/her timely irrevocable letter of retirement but fails to meet the eligibility requirements because of illness or life changing circumstances, the Board, in its sole discretion, may allow the employee to rescind his/her letter of retirement, provided the employee returns to the Board any TRS creditable earnings paid to the employee in excess of the amount the employee would otherwise have received under the salary schedule for such year(s) in which the creditable earnings were paid.

If an employee has submitted his/her timely irrevocable letter of retirement but fails to meet the eligibility requirements due to resignation or termination, the Board, in its sole discretion, will require the employee to pay back any TRS creditable earnings paid to the employee in excess of the amount the employee would otherwise have received under the salary schedule for such year (s) in which the creditable earnings were paid.

If legislation is enacted and/or administrative rules are adopted during the life of the agreement that results in a greater cost to the District than the costs generated by this agreement, the provisions relating to such benefits shall be null and void.

The notice provision of Plans A, B, C and D in the first year of this contract shall be extended from May 1 to November 1, 2008.

Article XII
Continuity of Operations and Effect of Agreement

12.1 Savings Clause

Should any article, section, or clause of this 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 violates the law. The remaining articles, sections and clauses shall remain in full force and effect.

12.2 No Reprisals

The Association and the Board, having resolved the dispute, agree to return the School District to normalcy. To promote this end, neither party, nor its agents, shall take any punitive action or reprisal against each other, any individual, including pupils, parents, or organizations, on account of participation, involvement, support, sympathy, or lack thereof as related to any activities involved in a dispute.

12.3 No Strike

Neither the Association, nor any teacher acting individually or in a group shall directly or indirectly engage in or assist in any strike, work slowdown or other job action which in any way interrupts or interferes with the delivery of educational services during the life of this Agreement.

12.4 No Lockout

The Board agrees that it will not lockout any employee during the term of this Agreement.

12.5 Duration

This Agreement shall be in full force and effect commencing with the first day of the 2008-2009 school term and shall end after the last day before the first day of the 2011-2012 school term.

This Agreement signed this day ____ of _____ 2008.

IN WITNESS THEREOF:

**For the Aviston Education
Association, IEA/NEA**

President

Secretary

IN WITNESS THEREOF:

**for the Board of
Education, Aviston School
District No. 21**

President

Secretary

Appendix A 2008-2009 Salary Schedule

2008-2009 Salary Schedule

Increase from prior year:

1.045

Year	BA	BA + 8	BA + 16	BA + 24	MA
0	28,140	28,499	28,858	29,218	29,818
1	29,110	29,469	29,828	30,188	30,788
2	30,123	30,483	30,842	31,202	31,801
3	31,183	31,542	31,902	32,261	32,860
4	32,293	32,652	33,012	33,371	33,970
5	33,955	34,314	34,674	35,033	35,632
6	34,516	34,876	35,235	35,595	36,194
7	35,080	35,438	35,798	36,158	36,757
8	35,644	36,003	36,363	36,722	37,322
9	36,210	36,570	36,929	37,289	37,889
10	37,250	37,609	37,968	38,328	38,928
11	37,811	38,171	38,530	38,890	39,488
12	38,373	38,734	39,093	39,453	40,052
13	38,998	39,358	39,718	40,078	40,677
14	39,625	39,985	40,344	40,704	41,303
15	40,724	41,084	41,443	41,803	42,402
16	41,346	41,706	42,065	42,425	43,024
17	41,968	42,328	42,688	43,048	43,647
18	42,594	42,954	43,312	43,673	44,271
19	43,220	43,580	43,939	44,299	44,897
20	44,319	44,678	45,038	45,397	45,997
21	44,940	45,301	45,660	46,020	46,618
22	45,564	45,923	46,282	46,641	47,241
23	46,188	46,548	46,908	47,267	47,866
24	46,815	47,174	47,534	47,893	48,492
25	47,914	48,273	48,633	48,992	49,592
26	48,536	48,896	49,255	49,615	50,213

27	49,159	49,518	49,877	50,236	50,836
28	49,784	50,142	50,502	50,862	51,460
29	50,410	50,769	51,129	51,488	52,087
30	51,509	51,868	52,228	52,587	53,186
31	52,130	52,489	52,849	53,208	53,808
32	52,753	53,113	53,472	53,831	54,431
33	53,378	53,738	54,098	54,456	55,056
34	54,005	54,364	54,724	55,083	55,682

Appendix A 2009-2010 Salary Schedule

2009-2010 Salary Schedule

Increase from prior year:

1.045

Year	BA	BA + 8	BA + 16	BA + 24	MA
0	28,436	28,811	29,187	29,563	30,190
1	29,406	29,781	30,157	30,533	31,160
2	30,419	30,795	31,171	31,546	32,173
3	31,479	31,854	32,230	32,606	33,233
4	32,586	32,962	33,337	33,713	34,339
5	34,246	34,621	34,997	35,373	35,998
6	35,483	35,858	36,234	36,610	37,235
7	36,070	36,445	36,821	37,197	37,822
8	36,658	37,033	37,408	37,785	38,411
9	37,248	37,624	37,999	38,375	39,002
10	38,340	38,715	39,091	39,467	40,094
11	38,926	39,301	39,677	40,053	40,680
12	39,513	39,888	40,264	40,640	41,265
13	40,100	40,477	40,853	41,228	41,854
14	40,753	41,129	41,506	41,881	42,507
15	41,908	42,284	42,660	43,035	43,661
16	42,557	42,932	43,308	43,684	44,311
17	43,207	43,583	43,958	44,334	44,960
18	43,857	44,232	44,609	44,985	45,611
19	44,511	44,887	45,261	45,638	46,264
20	45,665	46,041	46,416	46,792	47,418
21	46,313	46,689	47,065	47,440	48,067
22	46,963	47,339	47,715	48,091	48,716
23	47,614	47,989	48,365	48,740	49,367
24	48,266	48,643	49,019	49,394	50,020
25	49,422	49,797	50,173	50,549	51,174
26	50,070	50,446	50,821	51,197	51,824

27	50,720	51,096	51,472	51,847	52,473
28	51,371	51,747	52,121	52,497	53,124
29	52,024	52,399	52,774	53,151	53,776
30	53,178	53,554	53,930	54,305	54,931
31	53,826	54,202	54,578	54,953	55,579
32	54,476	54,851	55,227	55,603	56,229
33	55,127	55,503	55,878	56,253	56,880
34	55,780	56,156	56,532	56,907	57,533

Appendix A 2010-2011 Salary Schedule

2010-2011 Salary Schedule

Increase from prior year:

1.045

Year	BA	BA + 8	BA + 16	BA + 24	MA
0	28,745	29,138	29,531	29,923	30,578
1	29,715	30,108	30,501	30,893	31,548
2	30,729	31,122	31,514	31,907	32,562
3	31,788	32,181	32,573	32,966	33,621
4	32,895	33,288	33,680	34,073	34,728
5	34,552	34,945	35,338	35,730	36,384
6	35,787	36,179	36,572	36,964	37,618
7	37,079	37,472	37,864	38,257	38,911
8	37,693	38,085	38,478	38,870	39,524
9	38,308	38,699	39,092	39,485	40,139
10	39,424	39,817	40,209	40,602	41,257
11	40,065	40,458	40,850	41,243	41,898
12	40,677	41,070	41,463	41,855	42,510
13	41,291	41,683	42,076	42,468	43,122
14	41,905	42,298	42,691	43,084	43,737
15	43,087	43,480	43,873	44,266	44,920
16	43,794	44,187	44,580	44,972	45,626
17	44,472	44,864	45,257	45,649	46,304
18	45,151	45,544	45,937	46,329	46,983
19	45,830	46,223	46,617	47,009	47,663
20	47,014	47,406	47,798	48,192	48,846
21	47,720	48,113	48,505	48,898	49,552
22	48,397	48,790	49,183	49,575	50,230
23	49,076	49,470	49,862	50,255	50,909
24	49,757	50,149	50,541	50,934	51,589
25	50,938	51,332	51,725	52,117	52,771
26	51,646	52,038	52,431	52,823	53,477

27	52,323	52,716	53,108	53,501	54,156
28	53,003	53,395	53,788	54,180	54,834
29	53,683	54,075	54,467	54,859	55,514
30	54,865	55,257	55,649	56,043	56,696
31	55,571	55,964	56,356	56,749	57,403
32	56,249	56,641	57,034	57,426	58,080
33	56,927	57,320	57,712	58,105	58,760
34	57,607	58,001	58,392	58,785	59,440

Appendix B Extra-Curricular Schedule

Boys

Basketball Varsity	\$2,500
Varsity Assistant	500
5/6 Basketball	1,200
5/6 Assistant	275
Baseball Varsity	1,700
Varsity Assistant	300

Girls

Basketball Varsity	2,500
Varsity Assistant	500
5/6 Basketball	1,000
5/6 Assistant	275
Volleyball Varsity	2,250
Varsity Assistant	750
6 grade Volleyball	275
Softball	1,700
Varsity Assistant	300
Cheerleader	1,200
Cheerleader Assistant	300

Track	1,000
Track Assistant	300
Athletic Director	2,900

Scholar Bowl	1,000
Scholar Bowl Assistant	750
Yearbook	1,000
Spelling Bee	200
Science Fair	300
Science Fair Assistant	150
Math Team	200
Band	1,800
Tech Committee	\$25 per hour (\$1,000 max)
Mentor Teacher	\$25 per hour (\$200 max)

Any positions added to Appendix B will not be advertised until the next vacancy occurs in each of those newly-added positions.

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