

**2025-2028
Bargaining Agreement
Allen-Otter Creek
Education Association And
Allen-Otter Creek Board of
Education**

COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE ALLEN EDUCATION ASSOCIATION AND THE
BOARD OF EDUCATION OF ALLEN-OTTER CREEK C.C.S.D. #65 FOR THE EMPLOYMENT
PERIOD OF SEPTEMBER 1, 2025 TO AUGUST 31, 2028

ARTICLE I

RECOGNITION

1.1

The Board of Education of Allen-Otter Creek Community Consolidated School District #65, in LaSalle County of Illinois (hereinafter referred to as the "Employer" or the "Board") recognizes the ALLEN EDUCATION ASSOCIATION/IEA-NEA (hereinafter referred to as the "Association" or the "Union") as the sole and exclusive bargaining representative for all certificated Employees (hereinafter referred to as the "Employee" or "Bargaining Unit Member"), exclusive of supervisors, superintendent, managerial and confidential Employees, as defined by the Illinois Educational Labor Relations Act.

1.2

Part-Time Employees:

Employees included in the bargaining unit, working at least eighty percent (80%) time, shall be provided all benefits and conditions specified in this Agreement.

ARTICLE II

NEGOTIATION PROCEDURES

2.1

The Board and the Union have the authority and duty to meet at reasonable times and confer in good faith in order to execute a written contract incorporating any agreement reached by the parties.

All requests for communication with the Board shall be channeled through the Superintendent or designated representative, and requests to the Union shall be made to the President of the Union or designated representative.

Negotiations will begin no earlier than March 1 and no later than April 1 unless changes are mutually agreed upon. Facts, options, and proposals may be exchanged freely during the meeting or meetings in an effort to reach mutual understanding and agreement on items defined as negotiable in this Agreement. All tentatively agreed upon materials shall be prepared for the Board and the Union and initiated.

When the Board and the Union reach tentative agreement on all matters being negotiated, the

items will be reduced to writing and shall be submitted to the members of the Union for ratification and then the Board for approval.

2.2 Printing of Contract, Costs, and Distribution:

Within thirty (30) days after the Agreement is signed, copies of this Agreement shall be printed at the expense of the Employer and presented to each Bargaining Unit Member now employed, hereafter employed or considered for employment. In addition, the Employer shall provide the Association two (2) copies of the Agreement without charge to the Association.

ARTICLE III

GRIEVANCE PROCEDURE

3.1 Definitions:

The following procedure is established for presentation and processing, by the Union through the Board of grievances relative to terms of this Agreement. A grievance is an alleged violation, misapplication or misinterpretation of the terms of this Agreement.

3.2 Procedure:

Step One: The aggrieved Employee shall notify the Superintendent or his/her official designee in writing within ten (10) working days of the action which is an alleged breach of section of this Agreement. A meeting shall be held within ten (10) working days between the Superintendent or his/her designee, and the aggrieved. A decision shall be submitted to the aggrieved in writing by the Superintendent or his/her designee within ten (10) working days after this meeting.

Step Two: If the grievance is not resolved at Step One, the Employee shall notify the Board or its official designee in writing of the grievance and arrange for a meeting to be held at the next regularly scheduled Board meeting. Following that meeting, a decision shall be submitted to the aggrieved in writing by the Board President or his/her designee within ten (10) working days.

Step Three: If the grievance is not resolved at Step Two; the Union may submit the grievance to final and binding arbitration. If a demand for arbitration is not filed within twenty (20) days of the date of the Step Two decision, the grievance shall be deemed withdrawn.

The parties shall jointly request the Federal Mediation and Conciliation Service to submit to them a list of five (5) arbitrator's names and qualifications. Either party may reject one list in its entirety and request that another list be submitted. From the final list, the parties shall alternately strike one name, with the party initiating arbitration striking first and alternately thereafter in future selections until only one name remains. That individual shall serve as the arbitrator. The arbitrator so selected shall be jointly notified of his/her selection and be requested to contact the parties with respect to scheduling the hearing. If the individual selected cannot serve, the parties shall request another list and repeat the striking process to determine another arbitrator to serve. Failure of a party, to act with regard to striking in turn within thirty (30) days shall constitute a waiver of the right to select an arbitrator. In such a case, the other party shall select an arbitrator from the list and arbitration shall proceed.

Arbitration is limited solely and simply to interpretation and implementation of the terms of the

Agreement. The arbitrator shall not have the power to add to, subtract from, alter, or modify in any way, any of the terms or conditions of the Agreement.

Each party shall bear full costs of its representation in arbitration. The costs of the arbitrator and the FMCS shall be divided equally between the parties. If either party requests a transcript of the proceeding, that party shall bear the full cost for that transcript. If both parties order a transcript, the cost of the two (2) transcripts shall be divided equally between the parties.

3.3 Bypass:

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

3.4 Postponement:

If only one party requests the postponement of an arbitration hearing, that party shall bear the cost of such postponement.

3.5 Grievance Forms:

All grievance forms shall be mutually developed and agreed to by the parties and become a part of this contract and attached hereto. See Attachment A.

3.6 No Written Response:

If no written decision has been rendered within the time limits indicated by a step, then the grievance shall automatically move to the next step.

3.7 Released Time:

Should the hearing of any grievance require that an Employee or an Association representative be released from their regular assignment, the Employee and/or Association representative shall be released without loss of pay or benefits.

3.8 Settlement:

By mutual agreement, a grievance may be settled at any step without establishing precedent. If a grievance is resolved without participation by the Union, the settlement shall not be precedential against the Union.

3.9 Disclosure:

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

3.10 Grievance Withdrawal:

A grievance may be withdrawn at any level without establishing precedent, but if withdrawn shall not be reinstated during the term of this Agreement. Nothing in the grievance procedure shall limit the rights or representation of the grievant in the proceedings.

3.11 Grievance Records

All records related to a grievance shall be filed separately from the personnel file of the employee.

ARTICLE IV

EMPLOYEE RIGHTS

- 4.1 Employees shall have the right to organize, join and assist the Association, to participate in negotiations with the Employer (if not inconsistent with the management rights set forth in Article VI of the Agreement) through representatives of their own choosing, and to engage in other activities, individually or in concert, for the purpose of establishing, maintaining, protecting, or improving conditions of service and the quality of the educational environment.

4.2 Employer Hearings/Employee Rights:

Should the Employee be required to meet with the Superintendent or the Board regarding a matter that is likely to result in disciplinary action, he/she shall be notified of the reasons for the meeting in writing two working days in advance to the maximum extent possible. The written notice requirement of this provision does not apply to circumstances that may result in a verbal reprimand. The Employee may request a Union representative to be present; however, no such meeting shall be postponed due to the inability of the Union representative to be present.

4.3 Lunch Period

Employees shall be permitted to leave the building during any lunch break, so long as the Superintendent or other administrator in charge has been duly notified of the location of the Employee during his/her absence.

4.4 Employee Notification of Assignments:

An Employee shall be given written notice of his/her assignments for the forthcoming year no later

than thirty (30) calendar days preceding the first day of the new school term unless an unforeseen circumstance arises which prevents an Employee from assuming responsibility, at the beginning of the school term. In the event changes in such assignment are proposed, the Employee affected shall be notified promptly.

ARTICLE V

ASSOCIATION RIGHTS

5.1 Pertinent Information:

Upon an annual request by the Union President, the Board shall provide the Union President with copies of the Board agenda, open session Board minutes, monthly budget summaries, annual auditor's report, current fiscal year budget, and the names and addresses of new teachers (if not objected to by the new teachers).

5.2 Dues Deductions

The Board approves salary deductions for membership dues of the Association, IEA and NEA. Pursuant to annual delivery of a signed authorization, the Board shall deduct such dues from the teacher's check equally throughout the months of September through July each school year, or from such time the list is provided by the Association Treasurer. The Board agrees to remit to the Association Treasurer, no later than fifteen (15) working days after such deductions are made, a sum equal to the total of these monthly deductions accompanied by an alphabetical list of the teachers for whom such deductions have been made.

The Association shall from time to time advise the Board of all members of the Association in good standing and furnish any other information needed by the Board to fulfill the provisions of this arrangement. Any teacher employed after the start of the school term may authorize dues deduction by presenting an authorization card to the Board within thirty (30) working days after date of employment. The combined annual membership dues will be prorated and deducted from the remaining pay checks to complete payment by July. If a teacher resigns from the employment of the Board prior to termination of the effective period of the signed authorization, the Board shall deduct the unpaid portion of such authorization from the teacher's final paycheck.

A public-sector union may not extract agency fees from nonconsenting employees. Neither an agency fee nor any other payment to the union may be deducted from a nonmember's wages, nor may any other attempt be made to collect such a payment, unless the employee affirmatively consents to pay.

The Association shall indemnify and save harmless the Board from all claims, demands, suits and costs incurred in connection with any such claim, demand or suit, resulting from any reasonable action taken or omitted by the Board for the purpose of complying with the provisions of this section.

5.3 Payroll Deductions

A. Procedures for Membership Authorization:

Proper authorization for membership payroll deductions shall be the signature of the Employee on an authorization form prepared by the Association and submitted to the Superintendent or his/her designee. Such authorization shall remain effective from year to year unless the Employee cancels such authorization by notice in writing to the Superintendent and the Association prior to September 1st of any year, to be effective for such year.

B. Payment to the Association:

Authorizations submitted to the Superintendent or his/her designee by the 15th of any month shall become effective by the first pay period or the following month. Such payroll deductions shall be equally deducted over the remaining pay periods and remitted to the Association within ten (10) working days following each pay period.

5.4 Business by Association Representatives on School Property:

The Union or representative designee, regardless if such person is an Employee, shall not solicit with Employees during their working hours while on duty and must restrict such Union related activity to Employee's non-working hours, such as lunch and break periods, and shall conduct such in the lunch room. Such conduct shall not disturb the work of Employees who may otherwise be working.

5.5 Bulletin Board, Mail Facilities and Mailboxes:

The Association shall have the right to use the school mail boxes without U.S. postage. Moreover, the Association may have a bulletin board in the teacher's lounge.

5.6 Salary and Benefits:

A. Teachers Salary & Salary Schedules:

The Board agrees to advance the base salary. Attachments B, C, D, and E are the Salary schedules for the period.

B. Teacher Retirement:

The Board will pay 9% TRS.

C. Limitation on TRS Creditable Compensation

The purpose of this section is to avoid in all circumstances any payment by the District of a Board-paid penalty, fee, or actuarial liability to The Illinois Teachers' Retirement System (TRS).

No teacher's creditable TRS earnings from employment in the school district shall increase from one school year to the next by more than six percent (6%) or be otherwise increased so as to create any present or future fee, penalty, or actuarial liability payable by or on behalf of the District (a "penalty-triggering increase"). In the event that based upon the term of this Agreement, a teacher would, during any year of this Agreement, experience such a penalty-triggering increase (for example, due to horizontal movement on the salary schedule), such teacher's creditable TRS earnings would instead be limited to six percent (6%) for such year.

In the event that during any contract year it is determined by the District administration that a teacher's creditable earnings shall, unless adjusted, exceed a six percent (6%) increase over the previous year, the parties shall meet as soon as possible and discuss the method by which such teacher's creditable earnings for the year shall be limited so as to comply with the aforementioned six percent (6%) limitation.

If the sum or percentage amount which triggers any obligation for the District to pay at any time any penalty, fee, or actuarial liability to TRS decreases during the term of this Agreement, then the maximum of the teacher's creditable TRS earnings from employment in this school district shall similarly decrease so as to avoid any such District-paid penalty, fee, or actuarial liability.

D. Major Medical Premium Reimbursement and Annuities

1. The Board will contribute monthly the following amounts for *either* major medical premium reimbursement *or* an annuity of the teacher's choice according to the schedule listed below:
2. Ten (10) annuity payments are made to teachers over a ten-month period.
3. Twelve (12) Insurance reimbursements are made to teachers over a ten-month period.
4. Insurance reimbursements represent a maximum amount paid by the employee to an insurance carrier. If insurance cost to the teacher is less than the maximum, the Board shall pay the lesser amount. Employees may be required to present an insurance bill before payments are made by the Board.

<u>Year</u>	<u>Annuity</u>
2025-26	\$330.00 /month
2026-27	\$330.00/month
2027-28	\$330.00/month

E. New Teachers:

New Teachers shall be placed on the appropriate salary schedule contained in Attachments B, C, D, and E of this Agreement.

F. Teachers who have been assigned combined classes will receive an additional \$2,500/year. A teacher who has a combined class shall be defined as one who keeps attendance records, lunch records,

and performs all other homeroom teacher duties for children in different grades simultaneously and/or spends 50% of the school day with combined classes.

5.7 Personnel File

Each teacher shall have the right to review the contents of his/her personnel file, after having made an appointment with the superintendent; and if so desired, have an Association representative present during such a review. When material is placed in the teacher's personnel file, it will be dated and the teacher will receive a copy within 24 hours of the item being placed therein. The teacher shall have the right to place therein a written reaction to any of its contents within 30 working days.

5.8 Reduction In Force

Employees who are being considered for reduction in force shall be notified by the Administration at least 24 hours prior to Board action.

5.9 School Calendar

A joint committee of Association representatives and Administration representatives will meet before March 15 each year to prepare a proposed calendar for the Board's consideration.

5.10 Teacher Evaluation

The primary purpose of teacher evaluation shall be the improvement of instructional skills.

Each tenured teacher shall be evaluated not less than once every two years. However, a tenured teacher may be evaluated during the period between biennial evaluations in the event the Board determines that such an evaluation is in the educational interests of students and notifies the teacher and administrator in writing that additional evaluation is required.

Non-tenured teachers, including part-time teachers, shall be evaluated twice in each school year during the first four (4) consecutive years of their employment. Non-tenured teachers, including part-time teachers, employed for more than four (4) consecutive years shall be evaluated once in each school year.

Within four (4) weeks after the beginning of each school year, the administrator will acquaint all teachers with the evaluation procedure and instrument. No evaluation may take place until such orientation has been completed. An employee hired after the beginning of the school year shall be notified of the evaluation procedure within four (4) weeks of the first day of their assignment.

The administrator shall provide a written schedule of pre-evaluation conference, evaluation times, and post-evaluation conference.

The administrator shall conduct a post-evaluation conference with the employee within ten (10) school days following the in-class observation to discuss the evaluation.

The administrator shall provide the employee with assistance in improving the quality of teaching and to eliminate any deficiencies noted in the evaluation. It is understood that the ultimate responsibility for successfully implementing any such suggestions remains with the teacher.

Upon completion of the post-evaluation conference, a copy of the completed evaluation instrument shall be placed in the employee's personnel file. The employee shall receive a copy. The teacher shall acknowledge receipt of the copy being inserted into the file, but such acknowledgement shall not infer agreement. Employees shall be afforded an opportunity to attach a written response within thirty (30) school days upon receipt of such material by the employee.

ARTICLE VI

MANAGEMENT RIGHTS

6.1 Except as specifically limited by the express provisions of this Agreement, the Board retains all traditional rights to manage and direct the affairs of Allen-Otter Creek Community Consolidated School District #65 in all respects and to manage and direct its Employees, to unilaterally make and implement decisions with respect to the operation and management of said school district in all respects including, but not limited to, all rights and authority possessed or exercised by the Board prior to the Board's recognition of the Union as the exclusive collective bargaining representative for the Employees covered in this Agreement except as expressly limited by the provisions of this Agreement, and then only to the extent that such authority, and powers are delegable.

The Board shall be required to bargain collectively with regard to policy matters directly affecting wages, hours and terms and conditions of employment as well as the impact thereon upon the request of Employee representatives.

ARTICLE VII

WORKING CONDITIONS

7.1 Length of Work Day:

The working day for teachers shall consist of seven and one-half (7 1/2) continuous hours, and shall commence and end at such time as directed by the Administration. Such workday shall commence no earlier than 8:00 a.m. nor end earlier than 3:30 p.m. Teachers may vary the beginning and ending time of their day by up to ten (10) minutes from the 8:00 a.m. to 3:30 p.m. work day specified in the previous sentence, however, their total hours of continuous work each day must be no less than seven and one-half (7 1/2) hours.

Teachers shall attend consultations, staffing conferences, parent/teacher conferences, staff meetings,

and perform such other activities associated with their customary professional duties, even though such activities may take place either before or after the working day as defined hereinbefore.

In the event that classes are dismissed earlier than 3:15 the teachers may leave 15 minutes after the students have departed with the exceptions being scheduled staff development and coordination meetings.

On the last day of the workweek, the teachers may leave as soon as the students have departed.

In addition to the items set forth above, each teacher is required to attend four (4) school events without compensation as assigned by the Superintendent. These school events include:

1. Graduation
2. Christmas Concert
3. Spring Concert
4. Awards Banquet
5. Open House
6. Other Evening Events

A teacher shall be excused from one of the four mandatory events if a conflict with a family event exists for that teacher, and the Superintendent consents to such absence (which shall not be unreasonably withheld). The teacher shall give notification of that conflict at least three (3) working days in advance of the event.

In addition to the matters set forth above, an individual teacher for personal family conflict may request permission from the Superintendent to arrive late or leave early on a specific day. That request will not be unreasonably denied by the Superintendent, for good cause shown by the Employee. The Employee shall give notification of the conflict at least twenty-four (24) hours in advance, barring emergency circumstances.

All teachers are required to work (2) games/minimum each athletic sport season during the school year. Teachers will be paid at the rate of an additional \$25/night.

7.2 Initial Employment:

At the time of initial employment in the District, each teacher not employed for primarily supervisory, or administrative duties shall be placed on the salary schedule at the appropriate step representing teaching experience and educational attainment. However, placement on the appropriate experience step shall be subject to the following:

- A. Said teacher shall receive credit for all prior years of full-time teaching experience, up to a total of seven (7) years; and
- B. Whereas such teacher has more than seven (7) years of prior full-time teaching experience, the Board may place said teacher at such experience step on the Schedule as it deems necessary and appropriate.

7.3 Preparation Period

The district will provide an unencumbered 30 minute preparation period on a daily basis, but may require that one or more teachers be called on to sacrifice their planning period on a given day if certified staff is unavailable. Under these circumstances, teachers would receive extra compensation for providing this coverage equal to their individual hourly rate for the period required.

7.4 Free Lunch

A free lunch will be offered to any teacher who is performing noon duty.

ARTICLE VIII

EMERGENCY SCHOOL CLOSING

8.1 Notification Procedure:

The Union President shall be notified of a morning school closing prior to 7:00 a.m.

8.2 School Closing - Leave Days:

When the school and school offices are officially closed by the Superintendent, no leave days previously arranged by an Employee will be deducted for such emergency days.

ARTICLE IX

LEAVES

9.1 Sick Leave:

At the beginning of each school year each full-time Employee shall be credited with thirteen (13) sick leave days. Part-time Employees working at least six hundred (600) hours per year shall be entitled to a pro-rated portion of sick days. The unused sick days shall be allowed to accumulate up to three hundred sixty five (365) days. An employee who has accumulated the maximum number of sick days and then uses sick leave, shall have the current year's allotment reduced before any of the leave is charged against the previously accumulated days.

An Employee accumulates sick leave according to the percentage of time worked (if the Employee works a half-time position, then that Employee will only accumulate half of the possible sick time for that year). For instance, one sick day for a person who works only four (4) hours per day shall be four (4) hours in length. Likewise, a person working a full day, but only working three (3) days per week, (3/5ths time) shall only be entitled to 3/5ths of the number of sick days which a full-time daily Employee would receive.

9.1.5 Sick Bank:

The Allen-Otter Creek Board of Education authorizes the Allen Education Association to construct a sick bank. The Allen-Otter Creek Board of Education takes neither responsibility for nor ownership of the sick bank. The Allen-Otter Creek Board of Education authorizes no funds or personnel to administer or maintain the sick bank.

A. Membership

Any Association member employed at Allen-Otter Creek C. C. S. D. #65 may join the Sick Leave Bank. As a member, a teacher must contribute one (1) day to the bank for the first year of membership and two (2) days each for the second and third years of membership. After the third year, a member of the Sick Leave Bank shall not be asked to contribute any more days unless the bank drops below 25 accumulated days. Even then, no assessment will ever exceed one (1) day per year. All days required for membership must be contributed by October 1st of each school year.

B. Administration

The Sick Leave Bank Committee shall oversee the bank's operation and consist of three (3) members. The committee shall be selected from the Association members and the first committee members shall serve a one, two, and three year term. Thereafter each incoming committee member shall serve a three year term. The committee shall meet when necessary, but at least once each school year. The Board is not responsible for any decision on a claim. No grievance may be filed against the Administration or Board because of a decision of the committee. All actions of the committee may be appealed to the total Association membership with a simple majority vote overruling the committee. The Committee shall annually report the number of days added to the bank, the number of days removed from the bank and the balance of days in the bank.

C. Use

Sick leave days may be withdrawn from the bank only for the teacher's illness or injury, after his/her own sick days have been exhausted. Withdrawals from the bank will be limited to ten (10) days. A request for withdrawal of sick leave days must be accompanied by a physician's written endorsement.

D. Repayment

Once a member draws days from the Sick Leave Bank, the member automatically agrees to repay the Sick Leave Bank at the rate of two (2) days per year, beginning the next school year. This repayment continues until there is either complete repayment or termination of teaching for the District. Repayment must be made by October 15 of each school year.

9.2 Professional Leave:

The Union President shall have a maximum of two (2) days without loss of pay, in aggregate within the school year to attend state conventions and/or workshops sponsored by the Union. The Union President shall send written notice of the intention to utilize such days to the Superintendent five (5) school days in advance of such usage. The Union shall reimburse the District for the cost of the substitute Employee when hired. The Union President must use this leave in a full day increment.

9.3 Personal Leave:

At the beginning of each school year, each full-time Bargaining Unit Member shall be credited with two (2) days to be used for personal business. A personal business day shall be used for any purpose at the discretion of the Bargaining Unit Member. A Bargaining Unit Member planning to use a personal business leave day or days shall notify the Superintendent at least one day in advance, except

in cases of emergency. Personal days not used shall be added to sick days for accumulation purposes.

9.4 Jury Duty:

Payment in Full by the Board shall be made to an Employee on jury duty provided such employee refunds to the Board the amount received as payment for such service, assuming that pay for duty is less than the Employee's regular pay. Daily rates received for such duties shall be reimbursed to the Board only for those working days when the Employee was absent and do not include any compensation received for food or travel.

9.5 Maternity/Paternity Leave

Employees shall be eligible for maternity/paternity leave. A written plan for the leave shall be submitted to the Superintendent at least ninety (90) calendar days prior to the effective date of the leave. The Superintendent shall present the plan to the Board at the next available Board meeting for approval. The plan shall indicate the last expected working day and expected date of return to service of the employee. The plan shall outline the expected number of working days and type(s) of leave requested. In the case of a non-disability pregnancy, a teacher may request use of accumulated sick leave for up to six (6) calendar weeks following the date of birth. A teacher requesting maternity/paternity leave may request that her/his accumulated sick leave days be used for working days occurring during this six-week calendar period. Additional accumulated sick leave for working days beyond the six-week calendar period may be used if the mother or child is determined by a statement from a physician to be incapacitated. Upon depletion of accumulated sick days, the teacher may request additional days of non-paid leave of absence in accordance with provisions set forth in Section 9.6 of this contract and/or the Family Medical and Leave Act. At his/her choosing, the teacher may leave all of his/her accumulated leave on deposit, requesting that the entire leave be considered as a non-paid leave of absence. Any employee on maternity/paternity leave maintains all rights, benefits, and privileges as other employees. Upon completion of the maternity leave, the employee will resume duties with no loss in seniority. An employee requesting additional non-paid leave will resume duties as described in Section 9.6.

9.6 Non-Paid Leave of Absence:

Leaves of absence for purposes other than those otherwise provided in this Agreement or by law may be obtained by application to the Board. The certified staff member requesting the leave of absence shall submit an application to the Superintendent stating his/her intent, the reasons for the request, and the anticipated dates for the commencement and duration of the leave.

Upon receipt of the written application for leave, the Superintendent shall submit the application to the Board for its review. Thereafter, the Board may schedule a hearing, at its discretion, on the certified staff member's request for leave. The Board, in its discretion, shall determine whether the requested leave shall be granted; furthermore, should such leave be granted, the Board shall determine the terms and conditions governing the certified staff member's return from such leave.

All application for leaves of absence shall be submitted where possible at least ninety (90) calendar days before the desired commencement date of the leave. Likewise, applications for return from leave of absence shall be submitted to the Superintendent at least ninety (90) calendar days prior to the end of the school year preceding the expected return.

Certified staff returning from approved leave of absence shall be placed on the salary schedule at their

prior position unless the certified staff member worked more than ninety (90) school days in the school year in which the leave began, in which event the certified staff member shall be credited with an additional year's experience.

9.7 Bereavement Leave:

The Board shall grant up to (2) days (per year) leave at full pay for the purpose of bereavement for immediate family. "Immediate family" shall be defined as parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brother-in-law, sister-in-law, and legal guardians. The Board shall grant up to (1) day (per year) leave at full pay for the purpose of bereavement for extended family. "Extended family" shall be defined as aunt, uncle, cousin, niece, or nephew by birth or marriage. Such leave shall be non-cumulative. In the event that a teacher exhausts their bereavement days, additional requested bereavement days may be deducted from sick leave.

ARTICLE X

TUITION REIMBURSEMENT / SALARY ADJUSTMENT

- 10.1 Full-time teachers shall be reimbursed by the Board the greater of Seventy-Five Dollars (\$75.00) or Ninety Percent (90%) of the Illinois State University hour rate for each credit hour per semester for approved college courses which have been successfully completed. Approval for such reimbursement must be given by the Superintendent prior to the teacher undertaking such course or courses. Such approval must be in writing and will be based upon whether the course or courses will be of value both to the teacher and to the District.

The total number of approved credits that a teacher may receive reimbursement for shall not exceed a total of thirty (30) credits for each school year (July 1 through June 30). Approval for reimbursement decisions shall be non-precedential. If the Superintendent denies such a request and the teacher believes the decision of the Superintendent to be arbitrary, the teacher may appeal that decision to the Board (which decision shall be final). Reimbursement shall be paid within thirty (30) days following notification satisfactory to the Superintendent of successful completion of such courses completed during the months of September through May, both inclusive. All requested changes in salary must be submitted with complete documentation to the Superintendent prior to September 1st for consideration in the current school year. Thirty (30) semester hours per year/summer can count as a semester.

As to approved coursework successfully completed during the months of June, July or August, reimbursement will be paid only to those teachers returning to the employ of the District for the immediately following school year. Reimbursement for such summer courses shall be made by the District within thirty (30) days following notification satisfactory to the Superintendent of successful completion of the summer course.

- 10.2 Reimbursement for approved workshops/seminar tuition shall be limited to \$500 per year for each

teacher.

ARTICLE XI

CURRICULUM AND INSTRUCTION

11.1 Employee Materials:

The Board shall provide each Employee texts, reference books, maps, globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, periodicals, questionnaires, and other tools for use in carrying out the educational program, within the financial limitations of the District, as determined by the Board.

ARTICLE XII

JUST CAUSE DISCIPLINE

- 12.1 Should the Employee be required to meet with the Superintendent or the Board regarding a matter which may result in disciplinary action, (termination or unpaid suspension), he/she shall be notified of the reasons for the meeting. No non-probationary Employee shall be suspended or terminated without just cause, as defined in Illinois law. At the time such action is taken, a written notion of the specific grounds forming the basis for disciplinary action will be delivered to the Employee and the Association.

12.2 Just Cause Procedure:

For Employees described in Section 12.1, prior to taking action the Board will provide a conference with the Employee by the appropriate Administrator prior to taking any action.

12.3 Suspension:

An Employee may be suspended with pay, fringe benefits and all other benefits provided by the contract, pending determination of any disciplinary action, demotion or other involuntary change in his/her employment status.

ARTICLE XIII

SENIORITY

13.1 Definition of Seniority:

Seniority is the length of the Employee's service (within the bargaining unit) starting with the first work day on which duties are performed as required by the Administration (part-time service will be counted pro-rata).

13.2 Maintaining and Posting of Seniority Lists:

A copy of the seniority list and subsequent revisions shall be furnished to the Association/Union.

13.3 Loss of Seniority:

- A. Resignation
- B. Dismissal for Cause
- C. Retirement
- D. Being on layoff for a period of time equal to one year
- E. Employment in a position excluded from the bargaining unit for a period of one year
- F. Upon receipt of notification, does not provide written notification of intent to return to work from layoff within five (5) days

13.4 Breaking of Ties:

Should a tie occur among two or more teachers with identical seniority as defined above, such ties shall be broken, and seniority determined as follows:

1. Seniority shall be determined by total full-time teaching service with the District regardless of whether such service is continuous.
2. If after the above standards are applied a tie still exists, seniority shall be determined by the total years teaching experience.
3. If after the above standards are applied a tie still exists, then seniority shall be determined by the hours of recognized education credits earned at the time a reduction in force is acted upon by the Board.
4. If after the above standards are applied a tie still exists, the breaking of ties shall be done by the casting of lots.

ARTICLE XIV

VACANCIES AND TRANSFERS

14.1 Posting of Vacancies:

Full-time permanent vacancies for teachers shall be posted on a designated bulletin board. The positions as above described shall be posted at least five (5) calendar days prior to being filled, barring extenuating circumstances as determined by the Administration. In a situation of extenuating circumstances the Administrator shall still make reasonable efforts to provide notification to the Union of the job vacancy. Written request by a teacher for transfer of assignment will be considered prior to the final decision on assignments or transfers, barring extenuating circumstances.

If an applicant, following an interview, is not selected, he/she may contact the Administrator with whom they interviewed, and a conference will be held upon request of the Employee. At this conference, the reasons for the selection of another candidate will be given. The decision to select a

particular candidate for a new or vacant position shall not be subject to the grievance/arbitration procedures set forth in this contract provided the District complies with the applicable procedural requirements relating to the filling of new or vacant positions set forth in this Section.

When vacancies occur during the summer months, when the regular school year is not in session, the following procedures shall be followed:

1. Employees with specific interest in possible vacancies will notify the Superintendent of such interest in writing prior to the last school workday. Said employee must also provide an address where they can be reached during the summer.
2. Should a vacancy occur, Employees who have expressed an interest in said positions shall be contacted in writing by the Superintendent and notified of the vacancy.
3. The Employees so notified shall have the responsibility of contacting the Administration indicating their interest in said position within three (3) days of receipt of such notice.

ARTICLE XV

COMPENSATION AND RELATED PROVISIONS

- 15.1 Employees shall be paid the standard IRS rate for all approved mileage to perform their assigned duties within the district, as directed by the Board. Mileage shall not be paid, however, for travel associated with movement either from the Employee's home to the school nor from school to their home. The rate shall be adjusted at the beginning of each fiscal year to reflect the IRS annual rate.
- 15.2 Each Employee shall be paid on the basis of twelve (12) equal installments by the tenth day of each month by direct deposit to the institution of his/her choice.
- 15.3 **Supplemental Jobs:**
- An Employee shall be paid one-half of the supplemental pay in the paycheck following completion of one-half of the duties for that position. The balance of the supplemental pay shall be included in the next pay period following completion of all responsibilities associated with the supplemental job.

Supplemental jobs shall first be offered to qualified volunteers without pay. If there are no such volunteers, the position will be offered to the person, including Employees, whom the Board believes to be the most qualified for the position, at the rate set forth in the following section. If the sport or activity does not occur in a given year, there will be no compensation.

SUPPLEMENTAL JOBS

Lead Teacher	\$75 / full day of Superintendent's absence or partial day of Superintendent's absence in which the Lead Teacher is called to duty.
Eighth Grade Sponsor	\$500
Concession Stand Sponsor	\$450
Baseball Coach	\$800 + mileage
Softball Coach	\$800 + mileage
Track Coach	\$800 + mileage
Scholastic Bowl Coach	\$600
Cheerleading Coach	\$800 + mileage
Volleyball Coach	\$800 + mileage
Boy's Basketball Coach) (2 Junior High Levels)	\$800 Each + mileage
Girl's Basketball Coach (2 Junior High Levels)	\$800 Each + mileage
Science Fair	\$550 plus mileage
Math Team	\$550 plus mileage
RTI Coordinator	\$600
Summer School	Pro-rata of regular salary
Lead Teacher	\$100 for a full day/\$75 for half day

ARTICLE XVI

NO STRIKE

16.1 No Strike:

Neither the Union nor any officers, agents or Employees will instigate, promote, sponsor, engage in, or condone any strike, residential picketing, slow down, sit down, concerted stoppage of work or any other intentional interruption or disruption of the operations of Allen-Otter Creek Community Consolidated School District #65. The failure to confer a penalty, in any instance is not a waiver of such right in any other instance nor is it a precedent. The Union and its officers and representatives will cooperate with the Board in taking whatever affirmative action is necessary, to direct and urge any Employee who violates this Article to return to work.

ARTICLE XVII

EFFECT OF AGREEMENT

17.1 External Law:

If there is any conflict between the provisions of this Agreement and any legal obligations or affirmative action requirement imposed on the Board by federal or state law, such legal obligations or affirmative action requirements thus imposed shall be controlling.

17.2 Savings Clause:

Should any Article, Section or Clause of this Agreement be declared illegal by a court of competent jurisdiction, then that part shall be deleted from this Agreement only to the extent that it is found to violate the law. All remaining Articles, Sections and Clauses will remain in place and in effect.

17.3 Duration:

This Agreement will not be considered binding until the Union has formally notified the Board, in writing, of official acceptance of this document by the membership and that all of the required signatures have been properly affixed to this document.

17.4 Execution:

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

DATED THIS _____ DAY OF _____, 2025.

This Agreement shall be effective from 12:00 a.m. September 1, 2025, and shall continue in effect through 11:59 p.m. August 31, 2028.

For the Allen Education Association:
District 65

For the Board of Education,

By: _____
President

By: _____
President

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

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By: _____

ATTACHMENT A

**GRIEVANCE REPORT FORM
ALLEN-OTTER CREEK COMMUNITY CONSOLIDATED SCHOOL DISTRICT #65
STEP ONE PROCEDURE**

GRIEVANCE: _____ OUT OF: _____

A. Date of Grievance Occurrence: _____

B. Statement of Grievance:

C. Applicable Provisions of the Agreement:

D. Relief Sought:

E. Disposition of Superintendent/Principal:

F. Disposition of Grievant and/or Union:

Signature: _____ Date: _____

-Distribution of Form: Grievant, Superintendent, Union/Association

ATTACHMENT A

**GRIEVANCE REPORT FORM
ALLEN-OTTER CREEK COMMUNITY CONSOLIDATED SCHOOL DISTRICT #65
STEP TWO PROCEDURE**

GRIEVANCE:_____ OUT OF_____

NAME OF GRIEVANT:_____ DATE FILED:_____

A. Grievant's Statement Regarding Why Complaint Could Not Be Resolved in Step One:

B. Superintendent's Statement Regarding Why Complaint Could Not Be Resolved in Step One:

C. Board of Education Disposition:

- Distribution of Form: Grievant, Superintendent, Union/Association, Board President -

ATTACHMENT A

**GRIEVANCE REPORT FORM
ALLEN-OTTER CREEK COMMUNITY CONSOLIDATED SCHOOL DISTRICT #65
STEP THREE PROCEDURE**

GRIEVANCE: _____ OUT OF _____

NAME OF GRIEVANT: _____ DATE FILED: _____

A. Summary of Arbitrator's Actions in Resolving Grievance:

B. Arbitrator's Disposition:

Signature of Arbitrator: _____ Date: _____

- Distribution of Form: Grievant, Superintendent, Union, Board, Arbitrator-