

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into by and between the East Aurora Council-Local 604, AFT/IFT, AFL-CIO ("Union") and the Board of Education of the East Aurora School District No. 131 ("District") effective as of the 26 day of April, 2013.

WHEREAS, the District and the Union are parties to a collective bargaining agreement, which Agreement expires on June 30, 2015, (the "Agreement"); and

WHEREAS, the parties have determined that certain sections of said Agreement need correction or amendment; and

WHEREAS, the parties desire by this Memorandum of Understanding to implement certain provisions, changes and amendments to the Agreement;

NOW THEREFORE the parties agree that effective upon the approval of this Memorandum as follows:

1. The first paragraph of Section 9.2 E. is amended to read as follows:
"Professional collaboration time, which includes, but is not limited to, PLCs, PBIS, SIP, RTI, PST, and discipline will be up to 80 minutes per week before students arrive on days established by the principal at the beginning of the school year in accordance with procedures established by the Administration."
2. A new Section 9.2 L. shall be added as follows:
" All teachers at the Fred Rogers Magnet School Academy will follow the middle school workday schedule."
3. That subsections A and B of Section 10.9 shall be amended to read as follows:
 - A. (1) A teacher rated as "needs improvement" shall have a professional development plan and procedure developed and implemented in accordance with Section 24A-5 of the School Code [105 ILCS 5/24A-5], which plan shall provide a period of ninety (90) school days for improvement with a final evaluation at the end of such period. The consulting teacher for the professional development plan shall be selected by the administrator from a list of three teachers having a rating of at least Proficient selected by the teacher. If the teacher does not receive a rating of "Proficient" or "Excellent" in his or her final evaluation the teacher shall be rated as "unsatisfactory."
 - (2) A teacher rated "unsatisfactory" as provided in subsection A above shall have a remediation plan and procedure developed and implemented in accordance with Section 24A-5 of The School Code [105 ILCS 5/24A-5] which plan shall provide a remediation period of forty-five (45) school days.- B. A teacher receiving an initial rating of "unsatisfactory" shall have a remediation plan and procedure developed in accordance with Section 24A-5 of the School Code [105

ILCS 5/24A-5] which plan shall provide a period of ninety (90) school days for improvement with a final evaluation as provided in the School Code.

4. The last section of Appendix D-1 (PLC/PBIS Leadership) shall be amended to read as follows:
"Commencing with the 2013-2014 school year PBIS (Positive Behavior Interventions and Supports) Leadership stipends (limited to a total of \$100,000) shall be paid in accordance with the Stipend Position Classification shown on Appendix D-2 as follows: PBIS Universal Team Leader, PBIS Secondary Team Leader, PBIS Tertiary Team Leader and PBIS Data Manager as Classification "A" in buildings with 750 or more students, and as .5 of Classification "A" in buildings with less than 750 students. EPCT (Elementary Professional Collaboration) Leader stipends at each elementary building as .5 of Classification "A"
5. The foregoing provisions and this Memorandum are non-precedential to the Union or the District with regard to other matters and without prejudice to any position of the Union or the District with regard to other matters and all other provisions of the Agreement remain unchanged and in full force and effect.


East Aurora Council-Local 604

IFT/AFT, AFL-CIO

By: 

Date: 4/26/2013

East Aurora School District #131

By: 

Date: 4-26-2013

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into by and between the East Aurora Council-Local 604, AFT/IFT, AFL-CIO ("Union") and the Board of Education of the East Aurora School District No. 131 ("District") effective as of the 26 day of April, 2013.

WHEREAS, the District and the Union are parties to a collective bargaining agreement, which Agreement expires on June 30, 2015, (the "Agreement"); and

WHEREAS, the parties have determined that certain sections of said Agreement need correction or amendment; and

WHEREAS, the parties desire by this Memorandum of Understanding to implement certain provisions, changes and amendments to the Agreement;

NOW THEREFORE the parties agree that effective upon the approval of this Memorandum as follows:

1. Section 20.1 C. shall have the following sentence added at the end:

"The normal work day for a Central Registration Secretary shall be an eight (8) hour day provided, however, that the start time and end time of an employee's eight (8) hour day, including dividing the work day into segments, may be modified by the employee's supervisor in order to facilitate registration."

2. A new Section 20.1 F. shall be added as follows:

"Newly recommended employees must demonstrate the knowledge, skills and abilities necessary to perform in the position for which they have been recommended. A computer software skills assessment will be administered by Human Resources after a recommendation for hire is made, which test will have a probationary score range and a minimum acceptable score. Newly recommended employees must attain a score in within the probationary score range in order to continue in the hiring process. Such employee will be given the opportunity to retest at the completion of a 30 day probationary period to attain a minimum acceptable score. If a minimum acceptable score is still not achieved after completion of the 30 day probationary period the employee will be released.

At any time during the probationary period the District may release the employee at the District's discretion without a grievance."

3. Section 20.4 shall be amended to read as follows:

"A. Efforts shall be made by the Administration to increase opportunities for professional growth/skill improvement, within budgetary constraints. Inservice, school improvement, and institute days shall be as shown on the approved school calendar. In such cases, the work day shall not be extended past the regular scheduled working hours. Year round training opportunities will be provided to office staff.

B. Upon the discretion and approval of the Superintendent or designee, office staff shall be allowed to attend professional conferences and pre-approved expenses will be reimbursed. Itemized

paid receipts for all expenses claimed shall be turned into the administration before reimbursement is approved."

4. That Section XXI shall be amended to read as follows:
"All office staff shall receive an annual formal evaluation utilizing the evaluation instruments as listed in Appendix G. No formal evaluation shall take place until the administrator or evaluator acquaints each employee under his/her supervision with the evaluation procedures and instruments. At the completion of the formal evaluation, a conference shall be held between the employee and the administrator. The employee shall be provided with a copy of the observation report and/or evaluation report at the time of the conference for use during the conference. The employee shall be given an opportunity to sign the evaluation in order to acknowledge receipt. In the event that the employee disagrees with the formal evaluation he/she shall have the option of attaching a written response to the evaluation document provided such response is filed within ten (10) working days of the receipt of the original evaluation. This attachment will become part of the official evaluation of the employee. An administrator may complete an informal observation lasting not more than 20 minutes provided, however, that such informal observation shall be reduced to writing. Informal observations which are used to evaluate the employee shall be reduced to writing, with a copy given to the employee to be signed by the employee to acknowledge receipt and shall be discussed with the employee at the employee's request.
5. The foregoing provisions and this Memorandum are non-precedential to the Union or the District with regard to other matters and without prejudice to any position of the Union or the District with regard to other matters and all other provisions of the Agreement remain unchanged and in full force and effect.

East Aurora Council-Local 604

IFT/AFT/AFL-CIO

By: Sara L. Smith

Date: 4/26/2013

East Aurora School District #131

By: Carl J. Smith

Date: 4-26-13

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into by and between the East Aurora Council-Local 604, AFT/IFT, AFL-CIO ("Union") and the Board of Education of the East Aurora School District No. 131 ("District") effective as of the 27th day of April, 2013.

WHEREAS, the District and the Union are parties to a collective bargaining agreement, which Agreement expires on June 30, 2015, (the "Agreement"); and

WHEREAS, the parties have determined that certain sections of said Agreement need correction or amendment; and

WHEREAS, the parties desire by this Memorandum of Understanding to implement certain provisions, changes and amendments to the Agreement;

NOW THEREFORE the parties agree that effective upon the approval of this Memorandum as follows:

1. That the reduction-in-force provision of Section 15.2 shall have inserted an additional category to read as follows:

- a. Special education assistants;
- b. Classroom assistants;
- c. Bilingual assistants;
- d. Learning Center assistants;
- e. Pupil personnel assistants;
- f. Parent liaisons;
- g. Health assistants ;
- h. Preschool assistants
- i. Tutors;
- j. Preschool Parent Educators; and
- k. All other employees covered by this agreement.

2. That a new Section 19.6 Certification Reimbursement shall be added as follows:

"Employees obtaining an initial certification that directly impacts their job may apply for reimbursement for the cost of the certification test subject to the following specific conditions:

- A. The maximum amount that may be obtained shall be \$500.00.
- B. The certification must be an initial certification required for or directly impacting the employee's current assignment and be deemed critical by the administration.
- C. Reimbursement is limited to the cost of the certification test only.
- D. An employee applying for a certification reimbursement must agree in writing to remain employed by the District in the same capacity for a minimum of three complete school years after payment of the reimbursement. If through his/her choice his/her employment is terminated before completing three full school years of service after each such reimbursement, he/she shall repay Aurora East School District 131 for such professional reimbursement."

3. That Article XVI shall be amended to read as follows:

"All support staff shall receive an annual formal evaluation utilizing the evaluation instruments as listed in Appendix F, 1 through 9. No formal evaluation shall take place until the administrator or evaluator acquaints each employee under his/her supervision with the evaluation procedures and instruments. At the completion of the formal evaluation, a conference shall be held between the employee and the administrator. The employee shall be provided with a copy of the observation report and/or evaluation report at the time of the conference for use during the conference. The employee shall be given an opportunity to sign the evaluation in order to acknowledge receipt. In the event that the employee disagrees with the formal evaluation he/she shall have the option of attaching a written response to the evaluation document provided such response is filed within ten (10) working days of the receipt of the original evaluation. This attachment will become part of the official evaluation of the employee. An administrator may complete an informal observation lasting not more than 20 minutes provided, however, that such informal observation shall be reduced to writing. Informal observations which are used to evaluate the employee shall be reduced to writing, with a copy given to the employee to be signed by the employee to acknowledge receipt and shall be discussed with the employee at the employee's request.

4. The foregoing provisions and this Memorandum are non-precedential to the Union or the District with regard to other matters and without prejudice to any position of the Union or the District with regard to other matters and all other provisions of the Agreement remain unchanged and in full force and effect.

East Aurora Council-Local 604

IFT/AFT, AFL-CIO

By: 

Date: 4/25/2013

East Aurora School District #131

By: 

Date: 4-26-13