

COLLECTIVE BARGAINING AGREEMENT

**BOARD OF EDUCATION OF SCHOOL
DISTRICT No. 37**

AND

THE AVOCA EDUCATION ASSOCIATION

2015-2020

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ARTICLE I

RECOGNITION

The Board of Education of District No. 37, Cook County, Wilmette, Illinois, (hereinafter referred to as the "Board") hereby recognizes the Avoca Education Association, District No. 37, Wilmette, Illinois, IEA-NEA, (hereinafter referred to as the "Association") as the sole and exclusive bargaining agent and representative for all certificated teaching personnel (including the school psychologist, school social worker and intervention specialist) employed under the terms and conditions set forth hereinafter excluding: Superintendent of Schools, Assistant Superintendent, Chief School Business Official, Directors, Assistant Directors, Administrative Assistants, Administrative Coordinators, Principals, Assistant Principals, substitute teachers, teacher aides, business and secretarial personnel and all other supervisory, confidential, managerial and temporary employees as defined by the Illinois Educational Labor Relations Act. The term Teacher is used throughout this agreement to refer to certificated teaching personnel.

ARTICLE II

NEGOTIATING PROCEDURES

- 2.1 Negotiations between the Board and the Association shall commence not later than April 1st of the final contract year.
- 2.2 There shall be two signed copies of any final agreement. One signed copy shall be retained by the Board and one by the Association. Each teacher will receive one copy from the Board.
 - 2.3.1 If agreement is not reached when items in question have been reasonably explored by both parties, either party may declare to the other, in writing, that an impasse exists or either side invokes mediation, calling for the assistance of a mediator.
 - 2.3.2 When an impasse has been declared, or the need for a mediator has been invoked, pursuant to the preceding paragraph or pursuant to the Illinois Educational Labor Relations Act, the Federal Mediation and Conciliation Service shall be requested by the parties to appoint a mediator from its staff. The foregoing shall not preclude the use, by mutual agreement, of other appropriate mediators from a tertiary source such as the Illinois Educational Labor Relations Board. Any costs incurred through mediation shall be shared equally by the parties concerned.
 - 2.3.3 The mediator shall meet with the parties or their designated representatives, or both, forthwith, either jointly or separately, and shall take such steps as he may deem appropriate to persuade the parties to resolve their differences and effect a mutually acceptable agreement. The mediator shall not, without consent of both parties, make findings of fact or recommend terms of settlement.

ARTICLE III

MANAGEMENT RIGHTS

- 3.1 The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Illinois and of the United States, including, but without limiting the generality of the foregoing, the right:
 - 3.1.1 to the exclusive management, organization, and administrative control of the District, its properties, facilities, and the activities of its employees;
 - 3.1.2 to direct the work of its employees, determine the time and hours of operation, subject to limitations negotiated by the collective bargaining agreement, and determine the kinds and levels of services to be provided and the methods and means of providing those services including entering into contracts with private vendors for services;
 - 3.1.3 to hire all employees, and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, discipline, dismissal or demotion; and to review, evaluate, promote, assign, and transfer all such employees;
 - 3.1.4 to establish educational policies, goals and objectives; to ensure rights and educational opportunities of students; to determine staffing patterns; to determine the number and kinds of personnel required in order to maintain the efficiency of District operations, and
 - 3.1.5 to build, move or modify facilities, establish budget procedures and determine budgetary allocation, and take action on any matter in the event of an emergency.
- 3.2 The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, in adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Illinois and laws of the United States.

ARTICLE IV

ASSOCIATION RIGHTS

- 4.1 The Association shall have the right to hold meetings on school property as long as such does not interfere with school programs or activities. Any additional expense caused by such meetings shall be borne by the Association.
- 4.2 The Association shall have the right to use of a school copier and computer solely for Association business in such manner as will not interfere with the security of Board maintained data/records. All expenses or costs incurred as a result of such use, including supplies, materials, repairs, and replacements resulting from misuse, shall be borne by the Association, normal wear and tear excepted. Space shall be provided in one of the school buildings in the District for two filing cabinets owned by the Association. Appropriate bulletin board space for Association use will be provided in each school building for the posting of notices of activities and other valid matters of Association concern.
- 4.3 The Association shall have the right to use school mailboxes and the District's email system to distribute communications related to Association affairs, provided the Association's use of the email system complies with the District's Acceptable Use Policy.
- 4.4 The Board agrees to deduct from each teacher's pay the dues of the Association provided that the teacher has previously executed an authorization for such deductions and has not revoked such authorization. The annual dues shall be prorated and deducted from the teacher's pay checks starting in September and ending in June, provided the amount to be deducted shall not vary during this period. Termination of employment shall constitute revocation of authorization for dues deduction. Any other revocation of authorization utilized by the Association shall be in writing to the District's Business Office.
- 4.5 The Association shall be granted six (6) paid leave days each school year to be utilized by the Association President and/or his/her designated representative to attend Association conferences or other necessary Association business. The Association President must notify the Superintendent in writing at least five (5) school days prior to the leave, identifying the faculty representative and the Association conference. The Association will promptly reimburse the Board at the regular substitute's rate of pay for any Association leave days utilized.
- 4.6 After May 15th, the Association President shall have the right to inspect the master list of teacher assignments (including room and class assignments as available) for the subsequent school term.
- 4.7 The Association President or designee shall receive an agenda and any supporting memoranda or documents related to agenda items which are not confidential or otherwise restricted from public disclosure. The Board agenda and supporting documents shall be disclosed at the time such agenda is provided to Board

members for each regular and special Board meeting. A copy of the minutes of all regular and special Board meetings shall be made available to the Association President immediately following their approval.

- 4.8 The time and place of official Association meetings will, with appropriate notice, be placed in each school's daily and/or weekly bulletin (schedule).
- 4.9 The Board shall seek to avoid scheduling any meeting involving teachers after the normal student attendance day on a specified day each calendar month, so the Association may use this time to conduct Association business. The Association President or designee and the Superintendent or designee shall meet from time to time to establish such specified dates.
- 4.10 When a new teacher is hired by the District and given a set of personnel forms to complete, the new teacher will be given a form by which the teacher can consent or not consent to release of contact information regarding the teacher to the Association. Upon completion and return of the form, the District will promptly deliver the form to the Association. The form will provide substantially as set forth in Appendix K attached hereto.

ARTICLE V

FAIR SHARE AGREEMENT

- 5.1 Except as specifically provided in this Section 5.1, each bargaining unit member, as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Association or pay a fair share fee to the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state and national dues. This fair share provision will not apply to those employees who, as of the effective date of this contract, were members of the bargaining unit but were not members of the Association, so long as they continue not to join the Association. Any bargaining unit member released from service and re-hired or who was a member of the Association on the effective date of this contract and subsequently ceases to be a member, is not subject to this exclusion and may be assessed fair share fees.
- 5.2 In the event that the bargaining unit member does not pay his/her fair share fee directly to the Association by a certain date as established by the Association, the Employer shall deduct the fair share fee from the wages of the non-member.
- 5.3 Such fee shall be paid to the Association by the Employer no later than ten (10) days following deduction.
- 5.4 In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
- (a) The Employer gives immediate notice of such action in writing to the Association and permits the Association intervention as a party if it so desires, and
 - (b) The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.
- 5.5 The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's non-negligent compliance with this Article.

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

- 5.6 The obligation to pay a fair share fee will not apply to any Employee who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such Employee is a member of 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 VI

FACULTY RIGHTS

6.1 Notice of Vacancy

A vacancy shall be defined as any opening in a bargaining unit position which is not filled by a reassignment of current teaching staff. Notice of a vacancy shall be posted at the office of each building and teacher lounges at least two (2) working days before any vacancy is offered publicly. All existing stipend positions shall be offered annually according to the Avoca Stipend Application process and posted no less than two (2) workdays. "Workdays" are as defined herein in the grievance procedure article.

6.2 Voluntary Transfers

Any teacher may apply for building, subject, or grade transfer where a vacancy exists. All applications for transfer or promotion shall be in writing and directed to the Office of the Building Principal indicating the position desired and the reasons for the requested transfer. In the event a Teacher is not granted the transfer, then the person may request a conference with the Superintendent or designee on the reasons why the transfer was not granted. The needs of the District shall be the primary consideration in all transfer decisions. This provision, however, shall not serve to restrict the Board's authority to transfer or assign teachers to any position which the teacher is qualified to fill pursuant to Section 24-11 of *The School Code* or to interfere with any other right reserved by law to the Board.

6.3 Involuntary Transfer

When an involuntary transfer of any teacher becomes necessary, the affected person shall be entitled to a conference with the Superintendent or designee for reasons for such a transfer. Any teacher involuntarily transferred shall receive every consideration for retransfer to any vacancy occurring for which the teacher is qualified to teach.

6.4 Next Year Assignment

All teachers shall be given written notice of their building assignments, class and/or subject assignments, and room assignments for the forthcoming year not later than May 1. The Board reserves the right to change the assignment if special circumstances exist including, but not limited to: a change in enrollment; late resignations, leaves, illness, accident or death to another teacher; a disruption of facility use due to fire or accident; or a program change that requires reassignment.

If a change of assignment is necessary, the teacher will be notified by certified mail within five (5) working days so that person may begin summer preparation for the new assignment. Teachers shall leave their summer address in the Dis-

trict Office for purposes of ensuring such notice. During the summer vacation, the Superintendent or designee shall mail to the Association President notice of all openings as they occur.

6.5 Employer Hearings/Employee Rights

When any teacher is required to appear before any administrator, Board Committee, or the Board of Education for purposes of a formal investigatory or fact-finding interview which may reasonably result in disciplinary action, the teacher will be entitled to prior written notification of the reasons for such meeting and, upon his/her request, to have a representative of the Association present for advice and/or representation during such meeting. At the request of the teacher, the Association President or designee shall also receive a copy of any such written notification.

6.6 Personnel File

No material shall be placed in the Personnel file of a teacher unless that teacher is concurrently given a copy of such material. The teacher shall acknowledge receipt of such material, but the acknowledgment shall not infer agreement with such material. Within 24 hours of the Superintendent's receipt of a FOIA request involving a teacher's personnel records, the teacher will receive written notice and a copy of the FOIA request.

6.7 Examination of File

During regular school hours, each teacher shall have the right to examine the contents of his/her own personnel file. The teacher shall give the office twenty-four hours written notice of intent to do so. A representative of the Association may, at the teacher's request, accompany the teacher in this review. Such review shall occur only with the Superintendent or designee present. Nothing shall be removed from the file without joint consent of the involved teacher and the Superintendent.

6.8 Response to File

A teacher may submit a written disavowal, rebuttal or other appropriate response with respect to any materials contained in or added to his or her personnel file or to any findings, assessments and/or determinations contained in any teacher's Avoca Professional Growth and Appraisal System. Such response or objection must be submitted to the Superintendent or his/her designee within ten (10) working days from the date of receipt or inspection of the materials.

6.9 Non-Discrimination for Association Activity

The Board shall not discriminate against any teacher by reason of his/her membership in the Association, his/her participation in any activities of the Association or in negotiations with the Board, or his/her institution of any grievance under this

Agreement, provided any alleged violation of this section shall not be subject to the grievance arbitration provisions of this agreement unless the Association and the affected teacher(s) waive all rights to challenge Board action under the Illinois Educational Labor Relations Act.

6.10 Teacher Rights Concerning Parent and Board Member Visitations to Class and Complaints Against Teachers

6.10.1 The Board acknowledges that it is typically desirable that a teacher shall be given advance notice of a planned visitation to his/her classroom by a parent or Board member.

6.10.2 The teacher shall be advised promptly of any complaint by a parent, student or other employee regarding a teacher's conduct, which is to be utilized for evaluative or disciplinary purposes. If requested by the teacher, a conference shall be held, and no disciplinary action shall be taken against a teacher prior to this conference. If disciplinary action against the teacher is contemplated, the following procedure shall be followed:

- (a) The teacher shall be so advised in advance of this conference, at which the teacher may be accompanied by an AEA representative per Section 6.5.
- (b) In processing any complaint, the administrator shall make every effort to assure fairness to the teacher, including investigation of such complaint.
- (c) Anonymous complaints will not be the basis of any disciplinary action against a teacher.
- (d) The teacher shall be informed of the complaint allegations and afforded an opportunity to present his/her response to the allegations(s).
- (e) At the teacher's request, a meeting with Association representation shall be held with the Superintendent to review this complaint and its disposition.
- (f) If the teacher is required to appear before the Board, the teacher shall be notified and be allowed AEA representation at that time per Section 6.5. Either the teacher or the Board may request any such discussion be at a closed session.

6.10.3 Complainants will generally be encouraged to address specific concerns with the teacher directly. Generally in cases when a complaint is made to an administrator, the teacher may request a conference with the parent or staff member making the complaint. The administrator will typically attempt to facilitate a meeting between the teacher and the complainant and to counsel with the parties to seek a solution of the problem. Depending upon the circumstances of the complaint, the Administrator, when appropriate, may decide not to schedule the conference

- 6.11 The Board acknowledges that pursuant to *The School Code* it has an obligation to protect teachers against death and bodily injury and property damage claims and suits, including the defence thereof, when damages are sought for negligent or wrongful acts alleged to have been committed by the teacher in the scope of his/her employment or under the direction of the Board. The teacher has an obligation to report immediately to the building principal or his/her immediate supervisor any incident which may result in such a claim or suit.
- 6.12 The Board acknowledges that typically it is undesirable to deliver disciplinary and/or dismissal notices at a time when such might impact upon a teacher's responsibilities toward students (such as before or at the commencement of the student attendance day).
- 6.13 For each absence known to the teacher in advance, a teacher shall have the option of making known his/her preferences for a substitute.

6.14 Non-Discrimination

The Board and Association acknowledge and affirm their continued support of an adherence to the District's policy of non-discrimination on the basis of the legally protected categories as specified in the Avoca School District 37 Policy 5:10.

6.15 Academic Freedom

The Board and Association acknowledge and agree that teachers shall be entitled to academic freedom to plan and deliver classroom lessons and instructional activities in a manner which is consistent with and contributes to the achievement of the District's educational objectives and which is consistent with the grade level being taught. The Board and the Association acknowledge that the ultimate responsibility for the curriculum in a public school lies with the Board of Education.

ARTICLE VII

EVALUATION

7.1 Standardized Forms and Procedures

7.1.1 The Avoca Professional Growth and Appraisal System shall be used to evaluate all teachers. Any revisions to the evaluation instrument will be developed by a joint evaluation committee of the Association and administrative representatives. This plan will be consistent with the requirements set forth in Section 5/24A of *The School Code*. This joint evaluation committee shall submit any recommendations for revisions or additions to the Avoca Professional Growth and Appraisal System to the Avoca Board of Education for review and approval.

7.1.2 The procedures and guidelines outlined in the Avoca Professional Growth and Appraisal System will be followed for both non-tenured and tenured teachers. See [<https://sites.google.com/a/avoca37.org/district-resources/home/teacher-evaluation-documents>]

7.2 Each non-tenured teacher will have a minimum of three observations including at least two formal observations conducted each year, be required to develop a portfolio, and receive a final summative written appraisal at the final summative conference prior to June 1.

7.3 Each tenured teacher shall have a summative evaluation conference prior to the last day of the school year, which shall include a performance rating as prescribed by State law, once every two (2) years. This conference shall include a written evaluation summary. The summative written appraisal is based upon levels of performance from formal observations and evidence from pre-conferences, post-conferences, written reflections, and the Professional Growth Plan.

7.4 Remediation for Tenured Teachers

7.4.1 Within thirty (30) days of receiving an "unsatisfactory" in the summative rating, the teacher shall meet with the evaluating administrator and a consulting teacher to formulate a remediation plan in accordance with School Code section 5/24A-5(i).

7.4.2 The administrator and remediating teacher shall choose a mutually acceptable consulting teacher. If mutual acceptance is not possible, the administrator shall choose the consulting teacher. The consulting teacher must be rated "excellent" on their most recent evaluation, have at least five (5) years of teaching experience, maintain tenure status in the District, and possess "reasonable familiarity" with the subject matter of the remediating teacher's assignment.

- 7.4.3 The consulting teacher's role is voluntary and limited to advising the remediating teacher regarding the correction of deficiencies.
- 7.4.4 Stipends and/or released time for the consulting teacher will be based on the instructional hourly rate.
- 7.4.5 The consulting teacher cannot assess, provide evaluation input or otherwise evaluate the teacher's performance. The consulting teacher may meet with the evaluator and the teacher to enable the consulting teacher to better assist the teacher on remediation.
- 7.4.6 The remediation plan will specify the plan participants, remediation time periods and procedures, identify the teacher's performance deficiencies, and the specific objectives and required activities to remediate the deficiencies, and include suggested remediation activities as outlined in the Avoca Professional Growth and Appraisal System.
- 7.4.7 The remediation plan shall be in effect for ninety (90) school days of remediation in the classroom as required by *School Code* section 5/24A-5(i). A remediating teacher who completes the remediation plan with a "Proficient" or better rating shall be evaluated at least once in the next school year as required by *School Code* section 5/24-A-5(2). If a remediating teacher does not receive a "Proficient" or better rating, dismissal procedures in accordance with *School Code* section 5/25-12 shall be initiated.

7.5 Professional Development Plan (PDP) for Tenured Teachers

- 7.5.1 Within thirty (30) school days after a tenured teacher receives a summative evaluation granting of "Needs Improvement", the evaluator and the Administrator will develop, in consultation with the teacher, a Professional Development Plan in accordance with *School Code* section 5/24A-5(h).
- 7.5.2 The Professional Development Plan shall identify the areas that need improvement based upon the evaluation domain components set forth in the Avoca Professional Growth and Appraisal System.
- 7.5.3 The Plan shall also describe any supports that the District will provide to address the teaching areas identified as needing improvement, taking into account the teacher's ongoing professional responsibilities, including his/her regular teaching assignments.
- 7.5.4 The Professional Development Plan shall extend no less than forty-five (45) school days and no greater than sixty (60) school days and shall conclude with a summative evaluation and rating.

ARTICLE VIII

WORKING CONDITIONS

- 8.1 The key components of the teacher schedules at Avoca West and Marie Murphy Schools are set forth in Appendix G. In the event that the Administration recommends a change in any of the key components of the teacher schedules at Avoca West or Marie Murphy Schools as necessitated by student enrollment changes, State mandated curriculum requirements, or other reasons, the Administration will promptly notify the AEA and initiate formation of a Master Schedule Committee. The Master Schedule Committee will be comprised of teacher representatives from the school affected by the proposed schedule change and appointed by the AEA, and Administration and Board representatives appointed by the Board of Education. A majority of Committee members will be teachers. The Master Schedule Committee will appoint a committee chair, convene committee meetings to review and discuss teacher schedule options, and consider invitation of parent focus groups to provide parent input and feedback to the committee. The Master Schedule Committee shall review and consider various schedule options and alternatives and submit any recommendation for teacher schedule changes to the Board of Education for review and approval. In the event that the Committee cannot reach a consensus on a recommendation for teacher schedule changes, the Board and AEA will mid-term bargain any proposed teacher schedule changes.
- 8.2 Planning time will be exclusive of duty-free lunch, but will include periodic conferences with parents, students, peers, and administrators.
- 8.2.1 Teachers with regular responsibilities at more than one building will have a maximum teaching load proportionate to the amount of time assigned to each building.
- 8.2.2 If a teacher has an assignment requiring travel between two buildings, he/she may collect the allowable amount currently allowed by the Internal Revenue Service without detailed records. Teachers will have 30 minutes scheduled for travel time when their regular teaching responsibilities are required at more than one building. In order to allow for sufficient individual planning time, 15 minutes of the travel period will be allocated as student contact time and the additional 15 minutes of the travel period will be allocated as team planning time.
- 8.3 If a full-time teacher already carrying a full load, at the direction of the Principal, covers a class of another teacher and thereby loses a planning period, such teacher shall be compensated as provided in Appendix F.
- 8.4 If the Principal determines that an overload schedule is necessary to ensure the efficient and successful operation of a building, a teacher may be assigned an overload schedule which shall not exceed one (1) additional pupil contact period

per day. Any teacher assigned to an overload schedule shall be compensated as set forth in Appendix F for the overload assignment. The teacher assigned to the overload schedule may alternatively elect to work an equally “underloaded” schedule during the same or next subsequent school year in lieu of payment of the overload compensation rate. The Administration shall first consider qualified tenured teachers for the overload assignment before offering any overload schedule to a qualified non-tenured teacher, but the Administration reserves the right to select the most suitable candidate for the position.

- 8.5 Teachers will not be required to work more than 184 days for each of the school years of this 2015-2020 Agreement.
- 8.6 The teacher workday, inclusive of duty-free lunch period, but exclusive of monthly faculty meetings, staffings, parent conferences, a reasonable number of special programs, and such meetings that cannot be completed during the regular teacher workday will not exceed eight (8) hours. Teachers will be expected to be present at school a reasonable period of time before and after the student school day.
- 8.7 Teachers will not be required to participate on more than one (1) committee that meets outside the regular contractual workday. For purposes of this contract section, “committee” shall be defined as a Board or Administration-appointed body which includes teachers as representative members and conducts periodic meetings or working sessions which are scheduled outside of the regular contractual workday with specific authority and direction from the Board and/or Administration. The President of the Avoca Education Association is excluded from this requirement.

The Board of Education and the AEA endeavor to work together to ensure that committee work is purposeful, efficient and evaluated for effectiveness. Committees, as defined above, shall utilize a collaborative decision-making process and the Avoca Committee Template, as set forth in appendix J, which includes:

- a. Statement of purpose
- b. Committee chairperson(s)
- c. Tentative timeframes/timelines
- d. Implementation Plan

- 8.8 The Administration will provide time for teacher co-planning with special education teachers during team planning sessions.
- 8.9 The Board shall maintain a teacher lounge in each building. Such lounge shall include a sink, microwave oven and refrigerator, plus appropriate seating.
- 8.10 The Administration will endeavour to notify teachers of the availability of Summer Professional Hours within the first two weeks of April of each school year. Upon notification of the availability of Summer Professional Hours, Teachers will have one (1) calendar week to submit requests. The Administration will strive to provide teachers with a list of approved hours during the first full week of May. This section of the contract is not subject to grievance.

ARTICLE IX

RETIREMENT

9.1 Retirement Benefits Plan

To receive benefits under the Avoca Retirement Benefits Plan, a teacher must have taught a minimum of fifteen (15) years in District 37 and be fully eligible for retirement benefits under TRS upon the teacher's retirement date, and be eligible for retirement without the District incurring any one-time, employer early retirement option (ERO) penalty payment obligation to TRS. The plan shall be equally applicable to all eligible teachers. Teachers intending to take advantage of the plan must inform the Board of their intention to retire by submitting written notification as provided in Section 9.1.1.

9.1.1. A teacher who provides written notice of his/her intent to retire by May 1 of the second, third, fourth, or fifth year prior to their final year of employment (or by February 1 in the teacher's final year) shall receive annual increases in his/her TRS creditable earnings (including, but not limited to, vertical and horizontal salary schedule movement, stipends, and salary increases) of 6% in the school year of retirement notification and in the teacher's final school years remaining before retirement that would be used to calculate the teacher's final average earnings salary ("FAS") for TRS retirement purposes. Notwithstanding any contrary or other provision of this contract, including, but not limited to, vertical and horizontal salary schedule advancement, stipends, and salary increases, in the event a teacher's TRS creditable earnings for any school year used to determine the teacher's FAS for TRS retirement purposes annually would increase by more than 6%, the teacher shall only receive the maximum 6% creditable earnings allowed under this provision.

9.1.2. Any teacher's retirement notice shall be irrevocable and not subject to rescission if the teacher is within two (2) years of their retirement date, except for extenuating personal circumstances which are not within the teacher's reasonable control, including, but not limited to, permanent disability, death, divorce, spouse's relocation or loss of income, or personal financial hardship. If a teacher submits a notice of retirement and begins receiving FAS creditable earnings increases in accordance with this provision and subsequently rescinds his/her notice of intent to retire, the amount of FAS creditable earnings received in excess of the annual salary increase received by the teacher pursuant to the teacher salary schedule will be deducted from the teacher's regular salary in equal installments for the same number of pay periods in which he/she received the FAS creditable earnings increases under this Article.

9.2 Health Benefits

Teachers who have taught a minimum of twenty (20) years in District 37 and are eligible for the District's Retirement Benefits Plan as provided in Section 9.1 above shall be eligible for Board contribution toward the teacher's health insurance premium costs for a maximum of five (5) years or until the teacher is eligible for Medicare/Medicaid, whichever comes first, provided the teacher elects to participate in the TRS health insurance plan. The Board will contribute the following maximum monthly dollar contribution amounts based upon the teacher's monthly TRS health insurance plan premium costs:

- TRS single plan -- \$220/mo.
- TRS dependent plan – Board single TRS coverage dollar contribution plus \$220/mo.

A teacher will not be eligible for post-retirement health benefits if the District is to incur a TRS penalty.

9.3 Extra-Duty Stipend Adjustments

Teachers who submit notice of intent to retire under Section 9.1.1 will be expected to continue their extracurricular activity stipend position assignment(s) in subsequent pre-retirement school years.

If the stipend position is discontinued or the teacher elects not to continue performing the stipend position, a substantially equivalent stipend position will be offered to the teacher. Alternatively, if a substantially equivalent stipend position is not available, the AEA and the Administration will work together to develop an alternative extra-duty stipend assignment.

If the extra-duty stipend position is discontinued, and no substantially equivalent position is available, and no alternative extra-duty stipend is agreed to between the Administration and the AEA, the teacher's earnings will not be readjusted.

If, however, the retiring teacher elects not to perform the substantially equivalent stipend position or an alternative extra-duty stipend activity in a subsequent school year, the retiring teacher's compensation will be reduced by the amount of creditable earnings attributable to the extra-duty stipend activities not performed.

9.4 Grandfathered Retirement Benefits

Retirement benefits for current members of the bargaining unit who are fifty-five (55) years or older as of August 24, 2015 and/or those members who had their intent to retire approved by the Board under the 2010-2015 negotiated agreement will remain the same as those outlined in the 2010-2015 negotiated agreement.

9.5 Early Retirement Benefits

The Board of Education has the sole discretion to approve or disapprove each early retirement option (ERO) request. The Board will consider each ERO request on an individual basis. No Board decision regarding an ERO request will be considered precedent setting.

9.6 Reopener

If changes to the Teachers' Retirement System (TRS) increase the Board's costs or reduce the teachers' benefits, then either party shall be entitled to reopen Article IX of this agreement for the remaining term of the agreement.

When reopening the contract for the express purpose described above is deemed necessary, the Board and the Association will convene a negotiating committee to make recommendations with respect to any or all items contained in Article IX. This negotiating committee's recommendation(s) will be made to the entire Board and Association no later than 90 days following the first meeting of the negotiating committee.

Both parties will agree on the method for conducting the reopener negotiations, with interest-based bargaining to be considered as the preferred option.

In the unlikely event that the negotiating committee is unable to reach an agreement, the Board and the Association each reserve their procedural and substantive rights under the Illinois Educational Labor Relations Act to reach a settlement.

ARTICLE X

LEAVES

10.1 Sick Leave

Each teacher shall be entitled to sick leave days with full pay per school term based upon their years of District certificated teaching service as follows:

<u>District Certificated Teaching Service Years</u>	<u>Annual Sick Leave Days Allotment</u>
1-4	14
5-10	15
11-20	16
21+	17

Such sick leave shall accumulate to a maximum of three hundred sixty (360) days. Sick leave shall be interpreted to mean personal illness or serious illness in the immediate family or household. The immediate family for purposes of this section shall include: spouse, children, parents, parents-in-law, brothers, sisters, grandparents, grandchildren, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, aunts and uncles living in the teacher's household, and legal guardians and wards. Serious illness shall be defined as that which jeopardizes the life of the family member or a medical emergency which confronts the family member. It shall be interpreted to include the delivery of a child by the teacher's wife. Part-time employees shall accumulate sick leave on a pro rata basis.

10.1.1 Per Incident Sick Leave Donation

Catastrophic Illness and/or Injury – A “catastrophic illness and/or injury” shall be defined as an acute or prolonged illness or injury that is considered life-threatening or could result in a serious residual disability.

Examples of catastrophic illness or injury:

- Serious debilitating illness, impairment, or physical/mental condition that involves high intensity and high frequency of treatment.
- High intensity and high frequency treatments resulting from a chronic or long-term condition that is so serious that if not treated would likely result in an extended period of incapacity or death.

Exclusions:

- Per incident sick leave donation days are not available to the employee unless the employee has exhausted his/her annual and accumulated sick leave and personal leave.
- Elective surgery does not qualify as a catastrophic illness or injury.

- Most absences associated with routine pregnancy do not constitute catastrophic illness or injury. Serious medical complications arising from the mother's pregnancy or delivery or the child's medical condition may be considered for eligibility.

Immediate Family – “Immediate family” shall be defined as spouse, children, or domestic partner as defined in the benefits policy of the District's insurance provider.

Eligibility – Any certified staff member (tenured or non-tenured), who has exhausted their accumulated sick and personal leave and has an immediate family member who suffers a catastrophic illness and/or injury as defined above shall be eligible for the Per Incident Sick Leave Donation. Certified staff members who request sick leave donation days shall notify the AEA Executive Committee 30 days in advance of the need for donated sick leave days, or as soon as practicable after the need for donated days occurs.

Administration – The AEA Executive Committee shall administer the Per Incident Sick Leave Donation in accordance with the foregoing provisions. The AEA Executive Committee shall administer the Per Incident Sick Leave Donation and shall determine eligibility, request medical documentation, notify the certified staff member and the Administration of approval/disapproval, and administer the sick leave donation days. The AEA will notify the Administration of any suspected fraud or misrepresentation by certified staff members accessing sick leave donation days, which may result in discipline up to and including termination. The AEA and Administration will meet annually before June 30 to confirm the number of sick leave days donated by certified members and used by the certified staff member.

Donation of Days – Each certified staff member may voluntarily donate up to five (5) sick leave days per incident. Upon AEA Executive Committee approval of a request by an eligible certified staff member for sick leave days donation, the AEA Executive Committee will notify the membership and Administration of the need for voluntary donation of sick leave days.

Usage of Donated Days – Each member shall be entitled to receive up to sixty (60) donated sick leave days per incident. During any school year, the maximum total amount of donated sick days used by members will not exceed one hundred twenty (120). All unused donated days will be returned to contributing employees on a prorated basis.

Indemnification –The Association agrees to indemnify and hold harmless the Board, its members, employees, and agents for and against any claims, grievances, actions, causes of action, or liability resulting from the Association Executive Committee's operation and administration of the Per Incident Sick Leave Donation, including, but not limited to, any claims

based upon the Committee's denial of a certified staff member's request for donated sick leave days. In the event that any claims, grievances, actions, causes of action, or liability resulting from the Association's operation and administration of the Per Incident Sick Leave Donation shall be filed against the Board, its members, employees and/or agents, the Board, at the Association's expense, shall retain the right to select counsel to defend such claims, grievances, actions, causes of action or liability.

10.2 Personal Leave

Each teacher shall be granted three (3) days of personal leave without loss of pay during each school year. Unused personal days will accrue as unused sick leave. Personal leave is granted for the purpose of transacting or attending to legal, business, religious, household, family or personal matters that require absence during work hours. No reason for such leave need be given. Except in cases of emergency, the leave request must be submitted to the designated administrator at least three (3) business days prior to the date of the leave.

10.3 Bereavement Leave

In case of death in the immediate family (as defined in Section 10.1 above), up to three (3) days may be taken for each bereavement as bereavement leave without loss of salary and the Superintendent may in appropriate circumstances grant extended bereavement leave with loss of pay. In case of death of persons outside the immediate family, the Superintendent may grant bereavement leave without loss of pay. The decision of the Superintendent shall be in his/her sole discretion and entirely non-precedential. No unused bereavement leave will accumulate.

10.4 Legal Reasons

If required by law, the Board shall pay the regular salary to teachers called to serve as jurors or subpoenaed to appear as witnesses (other than in matters wherein the Association and the Board shall be adverse parties). Teachers shall remit to the District all sums up to a maximum of the teacher's daily pay received for such services, exclusive of travel allowances.

10.5 Sabbatical Leave

Sabbatical leave shall be leave of absence for the purpose of professional advancement which shall result in a benefit to the schools of the District. This leave shall be available to all teachers who qualify as set forth below and is approved by the Board of Education.

10.5.1 Eligibility

To be eligible for sabbatical leave, a teacher must have completed at least seven (7) consecutive years of service to the District as a full-time teacher. Any teacher who has taken a sabbatical leave shall not be eligible for an-

other such leave unless he returns to full-time service and completes an additional seven (7) years of satisfactory full-time service.

10.5.2 Procedure

A teacher desiring sabbatical leave shall make written application to the Superintendent which shall include statements as to the applicant's educational qualification, experience, and a detailed outline of the project for which leave is requested. Applications for leave during fall semester shall be filed before April 1. Applications for leave during a spring semester shall be filed before October 1. Teachers shall be recommended for sabbatical leave to the Board of Education in the same manner as provided for the appointment of teachers to the staff.

10.5.3 Selection

The number of sabbatical leaves granted in any year shall not exceed two (2) members of the total certificated staff.

In making his selection of those to be recommended for the sabbatical leave, the Superintendent shall give first consideration to the benefits which accrue to schools of the District from such leave. Other factors to be considered are length of service, contribution to the general welfare of the schools, and benefit to the individual. Consideration shall be given also to the availability of a replacement should leave be granted.

10.5.4 Provisions of Leave

If a sabbatical leave is granted for the purpose of study, the teacher shall complete at least ten (10) semester hours, or the equivalent, of work during each semester of leave at an institution and in such courses as shall be approved by the Superintendent.

The Superintendent may require reports at the conclusion of the leave, the type and form of such reports to be defined by the Superintendent.

10.5.5 Terms of Leaves

Sabbatical leave may be granted for one (1) semester or for one (1) full year. Such leave shall start only at the beginning of the fall or spring semester.

10.5.6 Compensation

The allowance granted to a teacher on sabbatical leave shall be at the rate of the minimum annual salary as set forth in *The School Code* or one-half (½) of the base salary on the teacher's salary schedule, whichever is greater. The Board shall pay the teacher's insurance premium during the

period of the sabbatical. The teacher shall continue to pay the total cost of dependent coverage as provided in Article XII.

10.5.7 Retention of Rights

A teacher on sabbatical leave shall retain all rights of tenure, progression on the salary scale, and pension rights during the period of the leave. The Board shall pay the teacher's required contribution to the Illinois Teacher's Retirement System (TRS) based upon the teacher's last annual full-time salary rate prior to the leave. Upon return to service, the teacher shall be reassigned to his/her former position or to a similar or equal position.

10.5.8 Obligation for Future Service

Teachers who are granted sabbatical leaves shall sign a written agreement to return and serve the schools of the District for at least one (1) school year. If the teacher cannot meet this obligation for service after a sabbatical leave, he shall refund to the Board the amount of compensation granted during leave. However, this provision shall not apply when, upon proper medical certification, it is determined that such return and performance are prevented by illness or incapacity.

10.6 Unpaid Leave of Absence

Tenured teachers may be granted a leave of absence without pay for sufficient reasons upon recommendation of the Superintendent and approval by the Board of Education. Except in an emergency, each request for such leave must be made in writing to the Superintendent before the middle of the semester preceding the semester in which the leave is to be taken. Normally, such leaves do not exceed one (1) year. Requests for an additional period of time may be made by the teacher before February 15. Such requests should be directed to the Superintendent. The granting or withholding of any leave of absence shall be at the sole discretion of the Board. Teachers on unpaid leave of absence may continue to participate in the District's health insurance program at their own expense.

10.7 Notification of Pregnancy for Child-bearing and Child-rearing Leaves of Absence

The teacher shall advise the Superintendent or his designee of her pregnancy no later than the fifth (5th) month or upon ascertainment of such condition, whichever shall be the latter. At such time, she shall provide a written statement from her obstetrician or physician indicating the expected date of delivery.

10.8 Child-Bearing Leave Of Absence

Teachers who have given birth to a child shall be permitted to use accumulated sick days following the delivery of a child, on a fully paid basis for a six (6) to eight (8) week period, as designated by a physician. The date of delivery is the commencement date of the six (6) to eight (8) week period. Sick days used in advance of childbirth during any period of illness relating to her pregnancy will

not be considered part of the six (6) to eight (8) week childbearing leave. Sick leave days will not be deducted for holidays or vacation days which fall during the school calendar year. If such teacher shall have exhausted accumulated sick leave, she shall be granted a leave of absence without pay during such period of illness, not to exceed twelve (12) weeks or the balance of the school term, whichever shall be the lesser.

10.9 Extended Child-Bearing Leave Of Absence

Teachers who have given birth to a child shall be permitted to extend childbearing leave of absence for up to an additional four (4) to six (6) unpaid weeks, to a total of twelve (12) weeks, in accordance with the Family and Medical Leave Act.

10.10 Child-Rearing Leave Of Absence

A tenured teacher shall be eligible for unpaid child-rearing leave subject to the following conditions:

10.10.1 Application for such leave shall be made in writing to the Superintendent or his designee at least ninety (90) calendar days prior to the anticipated birth.

10.10.2 The teacher and the Superintendent or his designee shall agree upon a plan for the commencement and termination of such leave, taking into consideration the continuity of instruction, medical factors, and the pertinent time factors related thereto. In no event shall such leave begin later than the actual date of delivery. The leave shall not exceed the balance of the school year in which it commences and the following year. If the birth occurs outside the school calendar year, the leave will begin at the commencement of the next school calendar year and may be extended to include the following school calendar year. Anything contrary notwithstanding, a teacher shall not be eligible for a child-rearing leave if she has previously been granted such a leave and has not returned as a teacher in the District for at least two (2) full school years.

10.10.3 Teachers who have given birth to a child shall be permitted to use accumulated sick days following the delivery of a child, on a fully paid basis for a six (6) to eight (8) week period, as designated by a physician. Prior to receipt of any paid sick leave, a teacher on an approved child-rearing leave of absence must sign a promissory note which documents the teacher's intention to return to the District in the school year following the leave of absence. The promissory note will obligate the teacher to reimburse the District at the teacher's per diem salary rate for any sick leave days used by the teacher during the leave. The promissory note shall be enforced when the teacher fails to return to the District.

10.10.4 Any teacher who has worked ninety (90) or more employment days of the school year prior to the commencement of such leave shall be enti-

tled to such advancement on the salary schedule, as she would have if the leave had not been granted. If the leave exceeds the year such leave commences, neither of the one or two subsequent years shall be considered for step advancement on the salary scale. The teacher shall provide written notification of her intention to return by February 15 of the preceding school year in which she plans to return.

- 10.10.5 Any teacher desiring child-rearing leave as a result of becoming an adoptive parent shall notify the Superintendent or his designee in writing upon the initiation of such adoption proceedings. Such leave shall be granted upon satisfactory written notification to the Superintendent or his designee of the date the child is expected to be received. It shall be the responsibility of the applying teacher to keep the Superintendent or his designee informed of the status of the proceedings, and as soon as known, the expected date of the delivery of the child.
- 10.10.6 Child-rearing leave may be granted to a non-tenured teacher under unusual circumstances by action of the Board, subject to all the conditions applicable to a tenured teacher, and providing the term of such leave shall not be considered in computing full-time employment under *The School Code* for purposes of the continuous employment necessary to attain contractual continued service status. Upon the return from such leave, the teacher shall be considered to have commenced her first, second, third, or fourth probationary year as the case may be. The granting of child-rearing leave to any non-tenured teacher shall not constitute a precedent for the granting of leave to any other teacher. Each request shall be judged on its own merits.
- 10.10.7 A male teacher shall be entitled to a child-rearing leave of absence. Such leave shall be unpaid and should be subject to all of the applicable notice and other requirements of this section. Eligibility for such leave shall arise upon the anticipated birth of a child which the teacher has fathered or adopted.
- 10.10.8 With the consent of the carrier, the teacher may maintain insurance benefits by making timely payments of all premiums which may be due to the District Business Office or pursuant to its direction.

10.11 Job Sharing Assignments

Job sharing is defined as voluntary part-time service in which teachers share a position on a regular basis. Teachers who are approved for a job sharing assignment will retain their tenured status if applicable. Requests must be submitted in writing to the Superintendent prior to February 1 for the following school year. Notice of approval or denial will be provided by the Superintendent in writing by March 1. Any denial of a job sharing request will identify the factors considered in determining such denial. Teachers should refer to job sharing guidelines which are available for reference on the District's intranet website. Approved job sharing assignments will extend for a maximum of one (1) school year

in duration. For subsequent school year(s), teachers must reapply for the job sharing assignment by February 1.

The approval or denial of any teacher's job sharing request is subject to the Administration and Board's exclusive discretion and the merits of each request shall be evaluated on a case-by-case basis. The Administration and Board's approval of any job sharing request shall be non-precedential and non-binding with regard to any other job sharing requests.

This contract Section 10.11 is not subject to the grievance procedure in Article XIV of the Collective Bargaining Agreement.

ARTICLE XI

PROFESSIONAL GROWTH

Graduate Study and Tuition Reimbursement

11.1 The Board will provide tuition reimbursement to each teacher meeting the District's requirements for all coursework taken per year up to a maximum annual dollar amount as provided in the second paragraph below. For purposes of this Section 11.1, the "year" is September 1 – August 31. If the teacher's course is taken during two tuition years, the applicable tuition year shall be the year in which the majority of classes occur (e.g., if the course extends from August 20, 2015 until December 20, 2015, the September 1, 2015 – August 31, 2016 tuition year is applicable). If at the direction of the administration or Board a teacher is reassigned to a different position that requires additional graduate coursework to meet NCLB or ISBE subject area qualifications, the Board shall pay course tuition and all related expenses (e.g., books) to satisfy applicable graduate coursework requirements.

The Board will provide tuition reimbursement to each teacher meeting the District's requirements for all coursework taken per year up to the following maximums for the 2015-2020 Contract:

2015-2016	\$2,500
2016-2017	\$2,600
2017-2018	\$2,700
2018-2019	\$2,800
2019-2020	\$2,900

11.2 Tuition will be paid upon the successful completion of any pre-approved graduate course. To receive approval, courses must be 1) within the teacher's currently assigned area of instruction, or improve the teacher's professional competence, 2) part of an accredited graduate program approved by the Superintendent, 3) applicable to pursuit of National Board Certification, or 4) other non-graduate level classes or workshops approved on a case-by-case basis by the Superintendent. Teachers must complete a course pre-approval form and receive approval by the Superintendent prior to attending the first class session.

11.3 To receive credit toward horizontal advancement on the salary schedule, evidence of completion of pre-approved coursework must be submitted to the Superintendent either by October 1 or March 1. If documentation of pre-approved coursework is submitted by October 1, salary lane advancement will be effective the beginning of the school year. If pre-approved coursework documentation is submitted after October 1, but no later than March 1, salary lane advancement will be effective January 1. Horizontal salary schedule advancement beyond the Master's column

shall be based only upon approved courses taken after the teacher's receipt of a Master's Degree.

- 11.4 Part-time teachers shall be reimbursed on a pro-rata basis after meeting the District's requirements.
- 11.5 Attendance at one or more professional workshops, conferences or conventions per teacher, including national conferences or conventions, shall be eligible for expense reimbursement. Attendance, expense reimbursement, and time release during teacher's working hours must be pre-approved by the Superintendent. Prior to receipt of expense reimbursement, the teacher shall provide documentation of expenses to the Superintendent or designee.
- 11.6 To expand the professional development within the Avoca School District the administration will endeavour to look at other ways to procure professional development options, which may include but are not limited to, Using such designated funds to bring presenters and/or graduate classes into our District, Collaborating with neighbouring districts when funding professional development, etc.

ARTICLE XII

FRINGE BENEFITS

12.1 Hospitalization – Major Medical Insurance

During the term of this 2015-2020 Collective Bargaining Agreement, the Board will contribute towards each teacher's selected coverage under the District's group health/major medical/dental insurance plan on the following basis:

<u>Type of Plan</u>	<u>Board Contribution Level</u>
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Medical Plan

HMO Medical Plan and PPO Medical Plan (\$1500 Deductible Plan)

Employee	90% of premium cost
Employee + spouse;	80% of premium cost
Employee + Child(ren); and	80% of premium cost
Family	80% of premium cost

PPO Medical Plan (\$300)

Employee	85% of premium cost
Employee + spouse	75% of premium cost
Employee + Child(ren); and	75% of premium cost
Family	75% of premium cost

Dental Plan

Single	100% of premium cost
Family	60% of premium cost

If for any year during the term of this Agreement, the actual premium cost for any plan is more than 110% of the previous year's premium cost, the excess of the actual premium cost over 110% will be shared equally (50/50) by the Board and the Teacher.

12.2 Subject to the requirements of the Board designated carrier, the Board shall pay the entire premium for term life insurance for each teacher in the amount of \$50,000.00. If available from the insurance carrier, additional term life insurance may be purchased by the teacher at the teacher's expense.

12.3 Teachers shall receive copies of the booklets describing the Health/Major Medical, Life and Dental Insurance Programs.

12.4 The Board of Education may elect to terminate its contractual relationship with any of the insurance carriers if the substitute coverage would contain equal or

better benefits. The Board will notify the Association representatives when considering any change in carrier and shall specify in written notification the reasons for change(s).

12.5 Teachers with a part-time agreement shall receive fringe benefits pro rata based on the percentage of time employed.

12.6 The Board has determined that it is in the best interest of the Avoca School District No. 37 that a range of tax-deferred investments be made available to its employees. Teachers may purchase these investment products from firms which have been previously approved by the Board of Education and thereby authorized to sell such programs to the teachers of the School District. The joint Avoca Benefits Committee will submit recommendations for any additions or changes in investment options included in payroll deduction plans or deferred compensation plans for teachers for approval by the Board.

12.7 Flexible Benefit Plan

12.7.1 The Board shall maintain a "cafeteria plan" which meets the requirements of Section 125 of the *Internal Revenue Code* while such Section is in full force and effect. If at any time such Section 125 or its underlying regulations shall be amended, the parties shall promptly meet to seek to agree upon an amendment of such plan.

12.7.2 A teacher may annually contribute any amount to the plan not to exceed the IRS maximum allotment per twelve-month period, such contributions to be deducted from the teacher's compensation (Appendices A-D) after payment of any required contributions to the Illinois Teacher's Retirement System. For purposes of this section, the twelve-month period shall commence July 1. Prior to such date, teachers shall allocate the amounts they desire to be deducted from among the following benefits:

- a. Premiums for group health/major medical coverage and for dental or vision insurance provided on a group basis by the Board;
- b. Reimbursement for qualified dependent care assistance as defined in Section 129(3)(1) of the *Internal Revenue Code*, up to \$5,000; and
- c. Reimbursement for the cost of medical care, as defined in Section 213(d) of the *Internal Revenue Code*, to the extent not covered by insurance, and incurred by the teacher, the teacher's spouse and/or the teacher's dependents.

12.7.3 The amounts so allocated shall accrue pro rata during the twelve-month period and be payable periodically upon the submission by the teacher of receipts demonstrating the payments of such amounts. Any amounts so allocated for which reimbursement cannot be demonstrated on a

timely basis will be forfeited and not otherwise paid to the teacher or carried over to the following year.

12.8 Disability insurance will be made available at the teacher's expense.

12.9 Partner Benefits

Family benefits for domestic partners are subject to the benefits policy of the provider.

12.10 Avoca Benefits Committee

The Board and AEA will establish an Avoca Benefits Committee comprised of representatives appointed by the AEA, Administration, Board, and non-certified employees.

12.11 Reopener

If the implementation of the Affordable Care Act (ACA) causes the Board to be required to pay avoidable ACA penalties, then the Board shall be entitled to reopen Article XII of this agreement for the remaining term of the agreement.

When reopening the contract to avoid ACA penalties is deemed necessary, the Board and the Association will convene a negotiating committee with respect to any or all items contained in Article XII for the purpose of avoiding paying ACA penalties. The negotiating committee will consult the Avoca Benefits Committee. The negotiating committee's recommendation(s) will be made to the entire Board and Association no later than 90 days following the first meeting of the negotiating committee.

Both parties will agree on the method for conducting the reopener negotiation, with interest-based bargaining to be considered as the preferred option.

In the unlikely event that the negotiating committee is unable to reach an agreement, the Board and the Association each reserve their procedural and substantive rights under the Illinois Educational Labor Relations Act to reach a settlement.

ARTICLE XIII

COMPENSATION

- 13.1 The Salary Schedules as incorporated into this Agreement are set forth in Appendices A, B, C, D and E. The annual Salary Schedules in Appendices A-E reflect an annual 1.0% increase in salary cells on the teacher schedule. In addition, the Salary Schedules in Appendices C, D, and E are subject to potential salary cell adjustment to 1.25% depending upon the annual percentage CPI increase used by the Cook County Assessor's Office for tax cap purposes under the Property Tax Extension Law (the "Tax Cap CPI") as follows:

APPENDIX A

Salary schedule 2015-2016 is calculated as a 1.0% increase over the 2014-2015 salary schedule.

APPENDIX B

Salary schedule 2016-2017 is calculated as a 1.0% increase over the 2015-2016 salary schedule.

APPENDIX C

Salary schedule 2017-2018 is calculated as a 1.0% increase over the 2016-2017 salary schedule. If the Tax Cap CPI (Change from December 2014 to December 2015) is 2.0% or higher, Appendix C will be adjusted to reflect a 1.25% increase over the 2016-2017 salary schedule.

APPENDIX D

Salary schedule 2018-2019 is calculated as a 1.0% increase over the 2017-2018 salary schedule. If the Tax Cap CPI (Change from December 2015 to December 2016) is 2.0% or higher, Appendix D will be adjusted to reflect a 1.25% increase over the 2017-2018 salary schedule.

APPENDIX E

Salary schedule 2019-2020 is calculated as a 1.0% increase over the 2018-2019 salary schedule. If the Tax Cap CPI (Change from December 2016 to December 2017) is 2.0% or higher, Appendix E will be adjusted to reflect a 1.25% increase over the 2018-2019 salary schedule.

- 13.2 **Payroll Instalments**

Each teacher shall be paid on the basis of 10 or 12 months. These payments shall be made bi-monthly on the fifteenth and the last working day of the month. Payments in June will be made on the fifteenth and the last working day of the month (June 30th) for a 12-month employee.

13.3 Teacher Retirement System Deductions

The Board shall deduct from each teacher's annual salary and remit to the Teacher Retirement System on behalf of such teacher all amounts statutorily mandated for the teacher's TRS retirement and THIS contributions. This sum is a part of the figure listed on the Salary Schedule, not in addition to the compensation. These amounts shall be paid on a bi-monthly basis. If required by any applicable law, the Board shall withhold all monies required by such law (including federal and state income tax) with respect to funds remitted to the Teachers Retirement System.

- 13.4 Pay for supplemental activity shall be as set forth in Appendix F of this Agreement. Payment for such supplemental activities shall be continuous during the entire school term, and shall be payable on the regular paydays. If approved in advance by the Superintendent or designee, two or more teachers may share supplemental responsibilities; however, if such occurs, monies for such activities shall not increase. If, for any reason, the teacher does not complete such supplemental activity, any monies advanced to the teacher shall be promptly returned to the Board or offset against other monies due the teacher from the Board.

13.5 Longevity Payments

Teachers who are on step 25 in the MA or MA 30 lanes shall receive an annual longevity increase of \$2,000 in each subsequent school year for a maximum of five (5) school years. For example, a teacher at step 24 during the 2014-2015 school year shall receive the step 25 salary amount for the 2015-2016 school year. For the 2016-2017 school year and each subsequent school year for a maximum of five (5) school years, the teacher shall receive the step 25 salary amount plus a longevity payment of \$2,000. Teachers shall not be eligible to receive an annual longevity payment and the retirement benefit payment under Section 9.1 in the same school year utilized to calculate the teacher's final annual salary ("FAS") for TRS retirement benefits purposes. Annual longevity payments are non-cumulative (i.e., are not cumulative or added to the teacher's annual base salary) and shall not result in the teacher's total annual creditable earnings increase exceeding 6.0%. If the longevity payment results in a total creditable earnings increase in excess of 6.0%, the longevity payment will be adjusted to comply with the 6.0% annual creditable earnings increase limit.

13.6 Reopener

If legislation is enacted that imposes a property tax freeze, then the Board shall be entitled to reopen Article XIII of this agreement for the final two years of the agreement.

When reopening the contract for the express purpose described above is deemed necessary, the Board and the Association will convene a negotiating committee to make recommendations with respect to any or all items regarding teacher compensation. This negotiating committee's recommendation(s) will be

made to the entire Board and Association no later than 90 days following the first meeting of the negotiating committee.

Both parties will agree on the method for conducting the reopener negotiations, with interest-based bargaining to be considered as the preferred option.

In the unlikely event that the negotiating committee is unable to reach an agreement, the Board and the Association each reserve their procedural and substantive rights under the Illinois Educational Labor Relations Act to reach a settlement.

ARTICLE XIV

GRIEVANCE PROCEDURES

14.1 Definitions

- a. A grievance is any claim by one or more teachers (hereinafter referred to as the Grievant(s)) that there has been a violation, misinterpretation or misapplication of the terms of this Agreement.
- b. As used herein, days shall mean Monday through Friday, except days on which the District Central Office is closed.

14.2 Procedures

The parties to this Agreement acknowledge that it is usually most desirable for a Grievant to resolve a grievance informally with the Grievant's Principal. If this informal process fails to resolve a grievance, the Grievant may pursue the following grievance procedures:

STEP 1 The grievance must be filed within ten (10) days after the Grievant had knowledge or should have had knowledge of the occurrence giving rise to the grievance. The grievance shall be presented in writing to the Grievant's Principal, who shall schedule a mutually convenient meeting to take place within five (5) days after receipt of the written grievance. The Principal's written response shall be delivered to the Grievant within five (5) days after the date of the meeting.

STEP 1A If the Grievant and the Superintendent agree, the preceding Step 1 may be by-passed and the grievance referred directly to the Superintendent pursuant to Step 2 immediately following.

STEP 2 If not satisfied with the Principal's response, the Grievant may refer the grievance to the Superintendent within (5) days after receipt of the Principal's written response by delivering to the Superintendent copies of the grievance and the Principal's response, together with such additional written material as the Grievant deems appropriate. The Superintendent shall schedule a mutually convenient meeting to take place within five (5) days after receipt of the specified written materials. The Superintendent's written response shall be delivered to the Grievant within five (5) days after the meeting date.

STEP 3 If not satisfied with the Superintendent's response, the Association may submit any grievance to final and binding arbitration through the American Arbitration Association, which shall act as the administrator of said proceedings. If the Association does not file with the Superintendent

for arbitration within thirty (30) days after receipt of the response at the second step, then the grievance shall be deemed withdrawn.

- a. The arbitrator, in his opinion, shall not amend, modify, nullify, ignore or add to the provisions of this Agreement. His authority will be strictly limited to deciding only the issue or issues presented to him in writing by the Board and the Association and his decision must be based solely upon his interpretation of the meaning of the application of the express relevant language of the Agreement, the *Illinois School Code* or other applicable State or Federal Statute, Rule or Regulation. When requested by either party, the Arbitrator shall rule with respect to issues concerning arbitrability before requiring either party to proceed on the merits.
- b. The fees and the expenses of the arbitrator shall be shared equally by the parties.
- c. Each party to an arbitration proceeding shall be responsible to pay only for costs or compensation of its own representative and witnesses.
- d. If only one party requests the postponement of an arbitration hearing, that party shall bear the cost of such postponement.
- e. In selecting an arbitrator from a panel of arbitrators submitted by the American Arbitration Association, the parties shall follow the selection procedure suggested by the American Arbitration Association.

14.3 Rights During Formal Grievance Procedure

- 14.3.1 At any stage in the formal grievance procedure, the Grievant may consult with the Association President or designee.
- 14.3.2 If the Grievant wishes, another person may accompany the Grievant at any step in the formal grievance procedure for purposes of representing the Grievant. Notwithstanding such right, a representative of the Association shall be permitted to attend any grievance meeting and present such evidence and witnesses as it deems appropriate.
- 14.3.3 At any meeting or hearing held pursuant to this grievance procedure, either party to the meeting or hearing shall have the right to present such relevant evidence and witnesses as it deems appropriate.

14.4 Grievance Withdrawal

14.4.1 A grievance may be withdrawn in writing by the Grievant at any time without establishing a precedent. Such written notice of withdrawal shall be directly to the party that is reviewing the grievance at the time of withdrawal, and if withdrawn, shall be treated as though never having been filed.

14.4.2 If not withdrawn in writing, a grievance shall be considered withdrawn without establishing a precedent if the Grievant stops processing the grievance within the time limit established for any step in the grievance procedure.

14.5 Filing of Materials

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

14.6 The failure of a Grievant or the Association to act on any grievance within the prescribed time limits, will act as a bar to any attempt to proceed to the next step of the grievance procedure or to arbitration. The time limits under the grievance procedure, however, may be extended by mutual agreement.

14.7 By mutual agreement, a grievance may be settled at any step without establishing precedent.

14.8 Hearings and conferences under this Article shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. Any hearing or conference will be held, insofar as possible, after regular school hours, or during non-teaching time of involved personnel. When such hearings and conferences are held, at the option of the Administration, during school hours, all employees, whose presence is required for such purpose, shall be excused from their regular teaching or other duties without any loss of pay or benefits.

ARTICLE XV

REDUCTION IN FORCE/SENIORITY/RECALL RIGHTS

15.1 Sequence of Dismissal List Procedures

At least 75 calendar days before the end of each school term, the Superintendent shall establish, in consultation with the AEA, and distribute to the AEA President copies of a Sequence of Honorable Dismissal list ("SOD List"), categorized by teaching positions and the RIF groups set forth in Section 5/24-12 of The School Code. Each teacher must be categorized into one or more positions which the teacher is qualified to hold, based upon legal qualifications and any other qualifications established in a District job description. At least 45 calendar days before the end of the school term, the Administration will notify each teacher of their categories of position and RIF group placement based upon their qualifications and performance evaluation ratings. The District may move teachers from RIF group one into another RIF group during the period of time from 75 calendar days until 45 calendar days before the end of the school term. The District Professional Growth and Appraisal Plan shall include the School Code Section 5/24-12 criteria for each RIF group based upon the teacher's performance evaluation ratings. The District Appraisal Plan shall be accessible for teachers to review via hyperlink on the District website.

15.2. Notification of Proposed Reduction-in-Force

If the Administration proposes a reduction-in-force affecting the District's teachers, the Association shall be issued written notice by March 1. The Board will bargain with the Association upon request regarding any proposed reduction-in-force for cost savings reasons provided, however, that any reduction-in-force resulting from curriculum changes, program elimination or restructuring, or other non-economic reasons, shall not be subject to mandatory negotiations.

15.3. Reduction-in-Force and Recall Procedures

If the Board's decision to decrease the number of teachers employed or to discontinue some type of teaching service requires the RIF dismissal of teachers, the Board shall dismiss teachers in the position(s) affected by the RIF in order of the teachers' RIF group, with teachers in RIF group one dismissed first and teachers in RIF group four dismissed last.

The sequence of dismissal within group one is at the District's discretion. Within RIF group two, teachers with the lowest average performance evaluation ratings based upon the teacher's previous two performance evaluation ratings will be dismissed first. Within RIF groups three and four, the teacher with the shortest length of continuous District teaching service as defined by Section 15.4 shall be dismissed first.

Teachers dismissed shall receive notices of honorable dismissal at least 45 days before the end of the school term in accordance with the requirements of Section 5/24-12 of The School Code. In addition, the Board shall hold a public hearing on the question of its dismissals prior to approving any reduction-in-force of teachers in which the number of proposed honorable dismissal notices exceeds five (5), or 150

percent (150%) of the average number of teachers honorably dismissed in the preceding three (3) years, whichever is more.

Neither this reduction-in-force provision nor a teacher's tenure shall preclude the Board, in its discretion, from assigning or transferring teachers to positions for which they are legally qualified.

If a vacancy occurs for the following school term or within one calendar year from the beginning of the school term following its reduction-in-force, the Board shall tender the vacant position to the honorably dismissed teachers in RIF groups three or four who are legally qualified to hold the position in inverse order of RIF dismissal. A teacher in Group 2 will be entitled to limited recall rights pursuant to Section 5/24-12(b) of The School Code, provided the teacher meets the qualifications for limited recall rights under the statute based upon their previous performance ratings. Any recalled teacher shall retain his/her accrued rights and all accumulated seniority; however, any period after the honorable dismissal during which the tenured teacher did not teach shall not be counted toward seniority.

To be eligible for recall, an honorably dismissed teacher must provide the Board of Education, in writing prior to the last day of the school term of dismissal, with the address where the teacher may be reached. The RIF recall notice shall be sent to the teacher via certified and regular first class mail. The teacher must also notify the Board of Education in writing, within ten (10) calendar days of mailing or within five (5) calendar days of receipt of the offer, whichever shall first occur, of the acceptance of any vacant position tendered to the teacher during the recall period. Failure to notify the Board of acceptance shall constitute rejection of the offer of employment. Any teacher who rejects an offer of a full-time vacant position shall be deemed to have waived his/her recall rights and will no longer be eligible for any other vacant positions that become available within the recall period.

15.4 Seniority Definition/Tie-Breaker

Seniority shall be defined as follows:

1. Total years of continuous teaching service in the School District; provided, however, that less than full-time service shall be computed on a pro-rata basis and that unpaid leaves of absence of ninety (90) consecutive employment days or more shall not be counted in determining seniority.
2. If the years of total continuous teaching service with School District 37 are equal between two or more teachers, then seniority shall be determined by total teaching service in the School District, whether or not continuous. Such service shall be computed in the manner described in (1) above.
3. If the years of total teaching service with School District 37 are equal between two or more teachers, then seniority shall be determined by additional factors in the following order: a) teaching service outside District 37, b) placement on the salary schedule, i.e., the teacher with the higher salary, not including extra-curricular assignments, shall be deemed the most senior, and c) hours of recognized education credit earned.

4. If two or more teachers remain equal after application of the factors set forth in (3) above, then seniority shall be determined by lot.

15.5 Seniority List

The Superintendent will provide the AEA with a list of teachers ranked exclusively by seniority in accordance with Section 15.4 above by March 15 of each school year.

ARTICLE XVI

DURATION & RELATED TECHNICAL CLAUSES

16.1 Savings Clause

Should any part or clause of this Agreement be declared illegal or void by a court of competent jurisdiction, then that part or clause shall be deleted from this Agreement. The remaining parts and clauses shall remain in full force and effect, if not affected by the deleted material.

16.2 Waiver of Additional Bargaining

The parties hereby acknowledge that the terms and conditions included in this Agreement represent the full and complete understanding between the parties. The Board and the Association, for the life of this Agreement, each waives any obligation to bargain collectively with respect to any subject or matter that may or may not have been known to either or both of the parties at the time this Agreement was negotiated or signed and that any bargaining will be limited to a successor Agreement, except that with the written mutual consent of both parties, such matters may be discussed and the Agreement modified.

16.3 Individual Contracts Clause

Any individual contract between the Employer and individual teacher heretofore executed shall be subject to, and consistent with terms and conditions of this Agreement. Any individual contract hereafter executed shall be expressly made subject to and consistent with the terms and conditions of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with the Agreement, the Agreement during its duration shall be controlling.

16.4 During the term of this Agreement and any mutually agreed upon extension thereof, no employee covered by this agreement nor the Association or any person acting on behalf of the Association, shall engage in, authorize, or instigate a strike or slowdown in the School District.

16.5 Contract Duration

This agreement shall commence upon the date of its execution provided the Appendices shall be effective on the first employment day of the 2015-2016 school term, and shall remain in effect until the day preceding the first teacher workday of the 2020-2021 school term.

This Agreement is signed this 22nd day of October, 2015.

IN WITNESS WHEREOF:

AVOCA EDUCATION ASSOCIATION

By: President

BOARD OF EDUCATION

By: President

ATTEST:

By: Secretary

APPENDIX A

TEACHER SALARY SCHEDULE 2015-2016

<u>Step</u>	<u>BA</u>	<u>BA15</u>	<u>MA</u>	<u>MA30</u>
1	***	***	***	***
2	49,322	51,222	53,546	57,560
3	51,365	53,250	55,985	60,186
4	53,406	55,277	58,423	62,811
5	55,448	57,306	60,863	65,437
6	57,489	59,334	63,302	68,064
7	59,530	61,362	65,740	70,690
8	61,573	63,391	68,180	73,316
9	63,614	65,419	70,618	75,941
10	65,656	67,447	73,057	78,568
11	67,697	69,475	75,496	81,194
12	69,739	71,503	77,935	83,820
13	71,781	73,531	80,374	86,446
14	73,822	75,560	82,812	89,073
15	75,864	77,587	85,252	91,698
16			87,690	94,324
17			90,129	96,950
18			92,335	99,340
19			96,449	103,766
20			100,774	108,059
21*			102,975	109,886
22			104,850	111,761
23			106,727	113,638
24			108,602	115,512
25			110,479	117,389

*** Teachers with 1 or less years of experience will be placed at Step 2.

*Teachers who were on Step 20 or above in MA or MA 30 salary lanes as of FY 2015 will advance on the alternate lane schedule as follows:

Step	MA	MA30
21a	102,250	109,536
22a	104,125	111,411
23a	106,002	113,288
24a	107,877	115,162
25a	109,754	117,039

APPENDIX B

TEACHER SALARY SCHEDULE 2016-2017

Step	BA	BA15	MA	MA30
1	***	***	***	***
2	49,816	51,734	54,082	58,135
3	51,878	53,783	56,545	60,788
4	53,940	55,830	59,008	63,439
5	56,002	57,879	61,471	66,091
6	58,064	59,928	63,935	68,745
7	60,126	61,975	66,397	71,397
8	62,188	64,025	68,862	74,049
9	64,250	66,073	71,324	76,700
10	66,313	68,121	73,788	79,354
11	68,374	70,170	76,251	82,006
12	70,437	72,218	78,714	84,658
13	72,499	74,266	81,178	87,310
14	74,560	76,316	83,640	89,964
15	76,623	78,363	86,105	92,615
16			88,567	95,267
17			91,031	97,919
18			93,259	100,333
19			97,414	104,803
20			101,782	109,140
21			104,005	110,984
22*			105,898	112,879
23			107,794	114,774
24			109,688	116,667
25			111,583	118,563

*** Teachers with 1 or less years of experience will be placed at Step 2.

*Teachers who were on Step 20 or above in MA or MA 30 salary lanes as of FY 2015 will advance on the alternate lane schedule as follows:

Step	MA	MA30
22a	105,166	112,525
23a	107,062	114,421
24a	108,956	116,314
25a	110,851	118,209

APPENDIX C

TEACHER SALARY SCHEDULE 2017-2018¹

<u>Step</u>	<u>BA</u>	<u>BA15</u>	<u>MA</u>	<u>MA30</u>
1	***	***	***	***
2	50,314	52,252	54,622	58,717
3	52,397	54,321	57,111	61,396
4	54,479	56,388	59,598	64,073
5	56,562	58,458	62,086	66,752
6	58,645	60,527	64,574	69,432
7	60,727	62,595	67,061	72,111
8	62,810	64,665	69,550	74,790
9	64,892	66,734	72,038	77,467
10	66,976	68,802	74,526	80,147
11	69,058	70,871	77,014	82,826
12	71,141	72,940	79,501	85,505
13	73,223	75,009	81,989	88,183
14	75,306	77,079	84,476	90,863
15	77,389	79,147	86,966	93,541
16			89,453	96,220
17			91,941	98,899
18			94,191	101,336
19			98,388	105,851
20			102,799	110,231
21			105,045	112,094
22			106,957	114,007
23*			108,872	115,922
24			110,785	117,834
25			112,699	119,748

*** Teachers with 1 or less years of experience will be placed at Step 2.

*Teachers who were on Step 20 or above in MA or MA 30 salary lanes as of FY 2015 will advance on the alternate lane schedule as follows:

Step	MA	MA30
23a	108,132	115,565
24a	110,045	117,477
25a	111,960	119,391

¹ Salary Schedule 2017-2018 is calculated as a 1.0% increase over the 2016-2017 salary schedule. If the Tax Cap CPI (Change from December 2014 to December 2015) is 2.0% or higher, Appendix C will be adjusted to reflect a 1.25% increase over the 2016-2017 salary schedule.

APPENDIX D

TEACHER SALARY SCHEDULE 2018-2019²

<u>Step</u>	<u>BA</u>	<u>BA15</u>	<u>MA</u>	<u>MA30</u>
1	***	***	***	***
2	50,817	52,774	55,169	59,304
3	52,921	54,864	57,682	62,010
4	55,024	56,952	60,194	64,714
5	57,128	59,043	62,707	67,420
6	59,231	61,132	65,220	70,126
7	61,334	63,221	67,732	72,832
8	63,438	65,311	70,246	75,537
9	65,541	67,401	72,758	78,242
10	67,646	69,490	75,271	80,949
11	69,749	71,580	77,784	83,654
12	71,853	73,670	80,296	86,360
13	73,956	75,759	82,809	89,065
14	76,059	77,850	85,321	91,772
15	78,163	79,938	87,835	94,476
16			90,347	97,182
17			92,860	99,888
18			95,133	102,350
19			99,372	106,910
20			103,827	111,333
21			106,096	113,215
22			108,027	115,148
23			109,960	117,081
24*			111,893	119,012
25			113,826	120,946

*** Teachers with 1 or less years of experience will be placed at Step 2.

*Teachers who were on Step 20 or above in MA or MA 30 salary lanes as of FY 2015 will advance on the alternate lane schedule as follows:

Step	MA	MA30
24a	111,146	118,652
25a	113,079	120,585

² Salary schedule 2018-2019 is calculated as a 1.0% increase over the 2017-2018 salary schedule. If the Tax Cap CPI (Change from December 2015 to December 2016) is 2.0% or higher, Appendix D will be adjusted to reflect a 1.25% increase over the 2017-2018 salary schedule.

APPENDIX E

TEACHER SALARY SCHEDULE 2019-2020³

<u>Step</u>	<u>BA</u>	<u>BA15</u>	<u>MA</u>	<u>MA30</u>
1	***	***	***	***
2	51,325	53,302	55,720	59,897
3	53,450	55,412	58,259	62,630
4	55,574	57,522	60,796	65,361
5	57,699	59,633	63,334	68,094
6	59,823	61,744	65,872	70,828
7	61,948	63,853	68,409	73,560
8	64,073	65,965	70,948	76,293
9	66,197	68,075	73,486	79,024
10	68,322	70,185	76,024	81,758
11	70,446	72,296	78,562	84,491
12	72,571	74,406	81,099	87,223
13	74,695	76,517	83,637	89,956
14	76,819	78,628	86,174	92,690
15	78,945	80,738	88,714	95,421
16			91,251	98,154
17			93,789	100,886
18			96,084	103,373
19			100,365	107,979
20			104,866	112,447
21			107,157	114,347
22			109,107	116,299
23			111,060	118,252
24			113,012	120,202
25			114,965	122,155

*** Teachers with 1 or less years of experience will be placed at Step 2.

*Teachers who were on Step 20 or above in MA or MA 30 salary lanes as of FY 2015 will advance on the alternate lane schedule as follows:

Step	MA	MA30
25a	114,210	121,791

³ Salary schedule 2019-2020 is calculated as a 1.0% increase over the 2018-2019 salary schedule. If the Tax Cap CPI (Change from December 2016 to December 2017) is 2.0% or higher, Appendix E will be adjusted to reflect a 1.25% increase over the 2018-2019 salary schedule.

APPENDIX F

STIPEND SCHEDULE

District Fixed Stipend Positions									
STIPEND	DISTRICT/MM/AW	FLEXIBLE/FIXED	FUNC CODE	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	
Community/Staff Class Instructor	District	FIXED	I	40.00/hr	40.80/hr	41.62/hr	42.45/hr	43.30/hr	
Curriculum Development Chair 1 st Year – Study	District	FIXED	L	2,151	2,194	2,238	2,283	2,329	
Curriculum Development Chair 2 nd Year – Implementation	District	FIXED	L	1,075	1,097	1,119	1,141	1,164	
District EL Coordinator	District	FIXED	L	28.68/hr	4,388	4,476	4,566	4,657	
District ELA Coordinator	District	FIXED	L	2,151	2,194	2,238	2,283	2,329	
District Science Coordinator	District	FIXED	L	6,400	6,000	6,000	6,000	6,000	
District Technology Coordinator	District	FIXED	L	4,781	4,877	4,975	5,075	5,177	
District Yearbook	District	FIXED	ES	4,302	4,388	4,476	4,566	4,657	
Mentoring	District	FIXED	L	1,433	1,462	1,491	1,521	1,551	
Overload Assignment	District	FIXED	I	40.00/hr	40.80/hr	41.62/hr	42.45/hr	43.30/hr	
Professional Development Chair	District	FIXED	L	2,295	2,341	2,388	2,436	2,485	
Supervision	District	FIXED	S	18.36/hr	18.73/hr	19.10/hr	19.48/hr	19.87/hr	
Substituting for Another Faculty Member	District	FIXED	I	40.00/hr	40.80/hr	41.62/hr	42.45/hr	43.30/hr	
Summer Hours	District	FIXED	I	40.00/hr	40.80/hr	41.62/hr	42.45/hr	43.30/hr	
Summer School Teacher	District	FIXED	I	40.00/hr	40.80/hr	41.62/hr	42.45/hr	43.30/hr	
Video Taping Board Meeting	District	FIXED	S	18.36/hr	18.73/hr	19.10/hr	19.48/hr	19.87/hr	

Avoca West Fixed Stipend Positions									
Avoca West Choir	AW	FIXED	ES	1,075	1,365	1,393	1,421	1,449	
Avoca West Math Coordinator	AW	FIXED	L	1,319	1,345	1,372	1,399	1,427	
Supervised Study Hall	AW	FIXED	ES	23.90/hr	24.38/hr	24.87/hr	25.37/hr	25.88/hr	
Team Leader (Core)	AW	FIXED	L	1,721	1,755	1,790	1,826	1,863	
Team Leader (Encore)	AW	FIXED	L	1,721	1,755	1,790	1,826	1,863	
Team Leader (Pupil Services)	AW	FIXED	L	4,302	5,265	5,371	5,479	5,589	

Team Leader Grade Level (K-5)	AW	FIXED	L		4,302	5,265	5,371	5,479	5,589
Team Leader Technology – AW	AW	FIXED	L		1,721	1,755	1,790	1,826	1,863
Avoca West Flexible Stipend Positions									
Assembly Ambassadors	AW	FLEX	ES		1,242	1,267	1,292	1,318	1,344
Art Club Advisor	AW	FLEX	ES		1,434	1,463	1,492	1,522	1,552
Digital Imagery	AW	FLEX	ES		956	975	995	1,015	1,035
Helping Hands	AW	FLEX	ES		1,148	1,171	1,194	1,218	1,242
ision Avoca – Production	AW	FLEX	ES		2,390	2,438	2,487	2,537	2,588
ision Avoca – Writing	AW	FLEX	ES		2,749	2,804	2,860	2,917	2,975
Intramural Sports	AW	FLEX	ES		2,866	2,923	2,981	3,041	3,102
Math Club	AW	FLEX	ES		717	731	746	761	776
Maker Club	AW	FLEX	ES		573	584	596	608	620
Running Club- Boys	AW	FLEX	ES		717	731	746	761	776
Running Club- Girls	AW	FLEX	ES		1,148	1,171	1,194	1,218	1,242
Safety Patrol	AW	FLEX	ES		1,314	1,340	1,367	1,394	1,422
Student Council Advisor	AW	FLEX	ES		1,314	1,340	1,367	1,394	1,422
Marie Murphy Fixed Stipend Positions									
Athletic Director	MM	FIXED	L		--	--	5,073	5,175	5,279
Basketball- Boys JV	MM	FIXED	ES		3,466	3,535	3,606	3,678	3,752
Basketball- Boys V	MM	FIXED	ES		3,466	3,535	3,606	3,678	3,752
Basketball- Girls JV	MM	FIXED	ES		3,466	3,535	3,606	3,678	3,752
Basketball- Girls V	MM	FIXED	ES		3,466	3,535	3,606	3,678	3,752
Cross Country- JV	MM	FIXED	ES		1,434	1,829	1,865	1,903	1,941
Cross Country-V	MM	FIXED	ES		1,434	1,829	1,865	1,903	1,941
Extended Field Trip Coordinator – Outdoor Education	MM	FIXED	L		689	878	895	913	932
Extended Field Trip Coordinator – Springfield	MM	FIXED	L		430	731	746	761	776
Extended Field Trip Coordinator – Washington DC	MM	FIXED	L		—	731	746	761	776
Intramural Sports (MM)	MM	FIXED	ES		1,793	1,829	1,866	1,903	1,941
Marie Murphy Choir	MM	FIXED	ES		2,866	2,682	2,736	2,791	2,847
Marie Murphy Math Coordinator	MM	FIXED	L		1,377	1,405	1,433	1,462	1,491
Overnight Activity During School Week	MM	FIXED	ES		180	184	188	192	196
Overnight Activity During Weekend or Summer	MM	FIXED	ES		239	244	249	254	259
Science Olympiad Co-Sponsor (MM)	MM	FIXED	ES		4,781	4,877	4,975	5,075	5,177
Science Olympiad Logistical Coordinator	MM	FIXED	ES		--	1,829	1,865	1,903	1,941
Science Olympiad Nationals (MM)	MM	FIXED	ES		765	780	796	812	828

Snowflake (MM)	MM	FIXED	ES		1,913	2,194	2,238	2,283	2,329
Soccer- JV	MM	FIXED	ES		1,913	1,951	1,990	2,030	2,071
Soccer- V	MM	FIXED	ES		1,913	1,951	1,990	2,030	2,071
Spring Play: Director	MM	FIXED	ES		4,302	4,876	4,974	5,074	5,176
Student Council Advisor	MM	FIXED	ES		4,183	4,267	4,352	4,439	4,528
Supervised Study Hall (MM)	MM	FIXED	ES		23.90/hr	24.38/hr	24.87/hr	25.37/hr	25.88/hr
Team Leader (Allied Arts)	MM	FIXED	L		1,721	2,340	2,387	2,435	2,484
Team Leader (Foreign Language/PE)	MM	FIXED	L		1,721	2,340	2,387	2,435	2,484
Team Leader (Pupil Services)	MM	FIXED	L		4,302	4,388	4,476	4,566	4,657
Team Leader Grade Level (6-8)	MM	FIXED	L		4,302	5,265	5,371	5,479	5,589
Team Leader Technology - MM	MM	FIXED	L		1,721	1,755	1,790	1,826	1,863
Volleyball- Boys JV	MM	FIXED	ES		2,438	2,487	2,537	2,588	2,640
Volleyball- Boys V	MM	FIXED	ES		2,438	2,487	2,537	2,588	2,640
Volleyball- Girls JV	MM	FIXED	ES		2,438	2,487	2,537	2,588	2,640
Volleyball- Girls V	MM	FIXED	ES		2,438	2,487	2,537	2,588	2,640
Marie Murphy Flexible Stipend Positions									
Art Club	MM	FLEX	ES		598	610	622	634	647
Book Club	MM	FLEX	ES		765	780	796	812	828
Debate Club	MM	FLEX	ES		956	975	995	1,015	1,035
Get Techy	MM	FLEX	ES		573	584	596	608	620
Girls' Club	MM	FLEX	ES		956	975	995	1,015	1,035
Journalism Club	MM	FLEX	ES		3,000	3,060	3,121	3,183	3,247
Roots & Shoots	MM	FLEX	ES		1,290	1,316	1,342	1,369	1,396
Spring Play: Costuming/Choreographer*	MM	FLEX	ES		598	610	622	634	647
Spring Play: Set Designer*	MM	FLEX	ES		1,793	1,829	1,866	1,903	1,941
Student Government	MM	FLEX	ES		598	610	622	634	647
Table Tennis	MM	FLEX	ES		598	610	622	634	647
Function Codes					Hourly Rate				
ES = Extracurricular Sponsorship					23.90/hr	24.38/hr	24.87/hr	25.37/hr	25.88/hr
I = Instructional Hourly Rate					40.00/hr	40.80/hr	41.62/hr	42.45/hr	43.30/hr
L = Leadership					28.68/hr	29.25/hr	29.84/hr	30.44/hr	31.05/hr
S = Supervision Hourly Rate					18.36/hr	18.73/hr	19.10/hr	19.48/hr	19.87/hr

The stipend schedule was revised for the 2015-16 fiscal year. All stipends are categorized under function codes and are designated as either Fixed or Flexible. Fixed stipends are those positions that are considered stable and do not change from year to year. **Flexible stipend positions may change from year to year and are dependent on a variety of factors such as available funds, student interest, or teacher availability.** Function codes have hourly rates associated with them. Duties that have direct teaching responsibilities to students, staff and/or the community (including summer school and summer hours) are paid based on the Instructional Hourly Rate (I); duties that have district leadership responsibilities are paid based on the Leadership Rate (L); duties for all other stipends are paid based on the Extracurricular Sponsorship rate (ES) and duties for supervision are paid at the Supervision Hourly Rate (S).

Teachers submit estimated hours worked to perform their stipend duty. The stipend amounts are calculated based upon the estimated hours multiplied by the hourly rate by function. All stipends should have a written job description along with a breakdown of the hours expected to be worked. If there is no job description and breakdown of hours for a stipend position, teachers will be asked to write one. The hourly breakdown should specify which hours are student contact hours and which are planning hours. The Stipend Subcommittee will revisit the breakdown of hours and responsibilities prior to the end of the 15-16 school year and make recommendations to the Board.

Stipend positions are open to all employees and are applied for on an annual basis. For more information regarding the stipend application process see the Avoca Stipend Application Process in District Resources. The administrators will determine the stipend assignments based upon the applications received.

Annual Longevity Increase to Stipend

(i) If a person has held a stipend position for 5 years in the last 10 years, the stipend he/she will receive in the sixth year shall be an amount equal to the previous year's base stipend increased by 20%, but in no event shall such increase be greater than \$597.

(ii) If a person has held a position that appears on the District stipend list for 10 years in the last 15 years, the stipend he/she will receive in the eleventh year shall be an amount equal to the previous year's base stipend increased by 20%, but in no event shall such increase be greater than \$1,104.

The following provides additional clarification for the stipend schedule:

- For fiscal years 2016 and 2017, scheduling compensation for athletic head coaches was paid at 20% of the base stipend to a maximum of \$597 per stipend. Beginning fiscal year 2018, a Marie Murphy Athletic Director stipend position was added to assume the responsibility of athletic scheduling, therefore, Marie Murphy athletic head coaches will no longer receive a scheduling stipend. Scheduling compensation for other than athletic events is paid at 10% of the base stipend to a maximum of \$358 per stipend.
- Longevity and scheduling maximums will increase each year by the scheduled stipend increase %.
- Overnight trip stipends are paid in addition to the base stipend.
- Supervision maximum is ten (10) hours per day.
- EL Coordinator will be paid up to 150 hours for FY 16. FY 17-20 will be determined after the end of the FY 16 school year.

- The Homework Club fixed stipend was changed to Supervised Study Hall fixed hourly stipend and is still subject to annual longevity provision.

* Spring Play Set Designer and Costuming/Choreographer are paid at \$23.90/hr to the maximum shown above. Spring Play Set Designer moved from fixed to flexible beginning fiscal year 2017.

APPENDIX G

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into this 22nd day of October 2015, between the Board of Education of Avoca School District No. 37 and the Avoca Education Association as a result of discussions by the Board and AEA Negotiation Teams during successor teacher contract negotiations.

The Board and AEA reached a non-contractual agreement as follows:

- The Board and AEA acknowledge and recognize their mutual commitment to a collaborative process of developing teacher schedules at the Avoca West and Marie Murphy School Buildings.
- The Board and AEA acknowledge and agree that the current teacher schedules at each building facilitate and enhance student learning by providing adequate and appropriate instructional periods for core and non-core subjects, teacher planning time, including team and individual planning time, and student contact time.
- The Board and AEA recognize and agree that if the existing teacher schedules at the Marie Murphy or Avoca West School Buildings need alteration or revision as recommended by the Administration due to unanticipated student enrollment changes, State mandated curriculum requirements, or other reasons, the Board and AEA will appoint a Master Schedule Committee to develop recommendations for teacher schedule changes to be approved by the Board of Education as provided in Section 8.1 of the Agreement.
- As a result of the collaborative process utilized by the Board and AEA and Board approval of the Master Schedule Committee recommendations, the existing teacher schedules at Marie Murphy Junior High and Avoca West Elementary School include the following key components:
 - **Marie Murphy Junior High School**
Student contact time per week-1200 minutes
Student contact time per day— will average 240 minutes over the course of a typical 5-day work week
Class periods per day:
Core Subject Areas: 4
Non-Core Subject Areas: 6
Length of class periods:
Core subject areas: 60 minutes
Non-core subject areas: 40 minutes
Total teacher planning time per week-1000 minutes

Total teacher planning time per day— will average 200 minutes over the course of a typical 5-day work week
Team planning time per day—40 minutes
Individual planning time per —week-800 minutes
Individual planning time per day will average 160 minutes over the course of a typical 5-day work week
Duty-free lunch period—40 minutes
Length of teacher workday—480 minutes

- **Avoca West Elementary**

Student contact time per week-1200 minutes
Student contact time per day— will average 240 minutes over the course of a typical 5-day work week
Total teacher planning time per week-1000 minutes
Total teacher planning time per day— will average 200 minutes over the course of a typical 5-day work week
Team planning time per day—40 minutes
Individual planning time per week-800 minutes
Individual planning time per day will average 160 minutes over the course of a typical 5-day work week
Duty-free lunch period—40 minutes
Length of teacher workday—480 minutes

- An adjustment in preschool student attendance days will be made on an annual basis in consultation with the AEA so that yearly preschool teacher contact minutes are equal to the yearly contact minutes for the typical Avoca classroom teacher. Please see the following calculations:

- **Avoca District Teacher**

Student contact time per week – 240 1200 minutes
Student attendance days – 178 days
Yearly contact minutes – 42,720 minutes

- **Avoca Preschool Teacher**

Student contact time per day (Mon.-Thurs.) – 280 minutes
Student contact time per day (Friday) – 140 minutes
Yearly contact minutes – 44,660 minutes
(Assumes 35 Fridays and 142 Mondays-Thursdays)
Yearly contact minutes adjustment – 1,940 minutes

AVOCA EDUCATION ASSOCIATION

By: President

BOARD OF EDUCATION

By: President

ATTEST:

Secretary

APPENDIX H

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into this 14th day of September 2010, between the Board of Education of Avoca School District No. 37 and the Avoca Education Association as a result of discussions by the Board and AEA Negotiation Teams during teacher contract negotiations.

The Board and AEA reached a non-contractual agreement to the following principles regarding class sizes in District classrooms:

The Board and AEA support and reaffirm their mutual commitment to small class sizes based upon their recognition that lower class sizes enhance the quality of academic instruction and benefit the learning environment for students. The Board and AEA recognize that appropriate class size levels are determined by a variety of factors, including the number of special education students, ESL students, gifted students, grade level, availability of teacher aides, curriculum requirements, and other factors. The Board reaffirms its support for the current class size "targets" recommended by the Administration and recognizes the need to maintain reduced class size levels, particularly at early primary grade levels.

The Board and AEA acknowledge that class sizes will necessarily fluctuate during the course of the school year due to incoming and transfer students, and that there are inherent difficulties in "splitting" classes into additional sections mid-year due to staffing and continuity of instruction considerations. The Board and Administration will continue to periodically review and assess class size levels and projected student enrollment in an effort to make any necessary adjustments to maintain small class sizes levels to enhance the quality of academic instruction.

The Board and AEA acknowledge and agree that this Memorandum of Understanding is a non-contractual agreement which is not subject to the grievance arbitration procedures in Article XIII of the Collective Bargaining Agreement.

AVOCA EDUCATION ASSOCIATION

By: President

BOARD OF EDUCATION

By: President

ATTEST:

Secretary

APPENDIX I

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into this 22nd day of October 2015, between the Board of Education of the Avoca School District No. 37 and the Avoca Education Association as a result of discussions by the Board and the AEA Negotiation Team during contract negotiations.

The Board and AEA reached a non-contractual agreement as follows:

- A committee will be formed to develop a workload plan in compliance with 23 Illinois Administrative Workload Code 226.735 (Work Load for Special Educators)
- The committee that is formed to develop the plan will have its first meeting no later than November 1st, 2015
- The committee will ensure that the workload plan is capable of revision when necessary to address required changes
- Upon creation of the plan the committee will recommend to the AEA and BOE a manner by which to memorialize the plan
- Any disagreement of how to memorialize the plan will not invalidate the plan.

AVOCA EDUCATION ASSOCIATION

By: President

ATTEST:

BOARD OF EDUCATION

Secretary

By: President

APPENDIX J

AVOCA COMMITTEE TEMPLATE PART I AND PART II

Avoca Committee Template Part I

To be completed at the first committee meeting in order to establish the norms and purpose of the committee.

Committee Name	
Chairperson(s)	
Members	
Statement of Purpose	
Outcomes	1.
Targeted Completion Date	
Targeted Implementation Date	
Start and End Time for Meetings	
Collaborative Decision-Making	<ul style="list-style-type: none"> ● What decisions will be made? ○
	<ul style="list-style-type: none"> ● How will consensus be reached? ○

Avoca Committee Template Part II:
Recommendations and Implementation

To be completed near the end of the committee's work in order to ensure successful implementation.

Committee Name	
Chairperson(s)	
Members	
Statement of Purpose	
Outcomes	1.
Resources Needed	1.
Implementation Plan:	<ul style="list-style-type: none"> ● What? <ul style="list-style-type: none"> a. ● Who? <ul style="list-style-type: none"> a. ● When? <ul style="list-style-type: none"> a.
Communication	To Whom:
	How:
	Presented By:

APPENDIX K

Release of Teacher Contact Information to the Avoca Education Association, IEA-NEA

Welcome to the Avoca District. Teachers in the Avoca District are represented by the Avoca Education Association, IEA-NEA for the purpose of Collective Bargaining with the District. The Association would like the opportunity to contact you. Before the District releases contact information about you to the Association, the District needs your permission to do so. Please complete the form below regarding your wishes:

Name of teacher: _____

_____ I consent to the release of contact information to the Avoca Education Association.

_____ I do not consent to providing contact information to the Avoca Education Association.

Signature of teacher: _____

If you consent to release of contact information to the Avoca Education Association, please provide the information that you wish to release:

Address: _____

Telephone: _____

E-mail: _____

Fax: _____

APPENDIX L

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into this 22nd day of October, 2015, between the Board of Education of the Avoca School District No. 37 and the Avoca Education Association as a result of discussions by the Board and the AEA Negotiation Team during contract negotiations.

The Board and AEA reached the following agreement:

- The Avoca Joint Evaluation Committee will be responsible to define evidence, artifacts and data in regard to considering each as a component of teachers' evaluation ratings.
- The committee will ensure that the definition of evidence, artifacts and data is capable of revision when necessary to address required changes.
- The Avoca Joint Evaluation Committee's definition of evidence, artifacts and data will be added to the Avoca Professional Growth and Appraisal Plan.
- The Avoca Joint Evaluation Committee will discuss and determine a process to be followed if the Evaluator and Teacher do not agree on the validity of evidence, artifacts or data that the Teacher presents.
- The Avoca Joint Evaluation Committee will discuss inter-rater reliability and formulate a plan that strives to ensure that each evaluator rates teacher proficiency to similar performance standards.
- The Avoca Joint Evaluation Committee will discuss and define what constitutes appropriate and continuous feedback in order to help all teachers improve their teaching skills, regardless of their summative rating.
- The Joint Evaluation Committee will endeavor to accomplish this work prior to the completion of the first summative evaluation of the 2015-2016 school year.
- Upon creation of the plan the committee will recommend to the AEA and BOE a manner by which to memorialize the plan.

- Any disagreement of how to memorialize the plan will not invalidate the plan.

AVOCA EDUCATION ASSOCIATION

By: President

ATTEST:

BOARD OF EDUCATION

By:Secretary

By: President