

COLLECTIVE BARGAINING AGREEMENT

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

AND

THE AVOCA EDUCATION ASSOCIATION

2006-2010

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ARTICLE 1

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 and school social worker) employed under the terms and conditions set forth hereinafter excluding: Superintendent of Schools, Assistant Superintendent, 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 e-mail 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 F 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 full-time teaching 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 extra-curricular positions shall be offered annually in August and posted no less than two (2) workdays. "Work days" 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 enrolment; 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 District 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.

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, which is to be utilized for evaluative or disciplinary purposes. If requested by the teacher, a teacher-principal 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 teacher shall be so advised in advance of this conference, at which the teacher may be accompanied by a representative per Section 6.5.

The teacher may request a conference with the persons making the complaint at which the administrator shall also be present. If such conference is conducted, the administrator's role shall be to counsel with the parties and to seek a solution of the problem, which resulted in the complaint. At the teacher's request, a meeting, with Association representation, shall be held with the Superintendent to review this complaint and its disposition. If the complaint is to be brought to the attention of the Board, the teacher shall be notified and be given the opportunity to appear before the Board with 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 The Board shall make known to the teacher consequential complaints by parents. Parents with specific concerns will be encouraged to deal with these at the level closest to their child, which is the teacher. In processing any complaint, the administrator shall make every effort to assure fairness to the teacher, including investigation of such complaint. Anonymous complaints will not be the basis of any disciplinary action against a teacher.

- 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 defense 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 race, religion, color, nationality, sex, sexual orientation, marital status, age, or disability.

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 full-time 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 teacher evaluation plan 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.

7.2 Each non-tenured teacher will have 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

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.

7.5 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 experi-

ence, maintain tenure status in the District, and possess “reasonable familiarity” with the subject matter of the remediating teacher’s assignment.

- 7.6 The consulting teacher’s role is voluntary and limited to advising the remediating teacher regarding the correction of deficiencies.
- 7.7 Stipends and/or released time for the consulting teacher will be based on the hourly curriculum development rate.
- 7.8 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.
- 7.9 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.
- 7.10 The remediation plan shall be in effect as required by law. A remediating teacher with "satisfactory" evaluation shall be reinstated to the regular evaluation system. If a remediating teacher receives an "unsatisfactory" rating, dismissal procedures in accordance with *The School Code*, shall be initiated.

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 travel time and duty-free lunch, but will include periodic conferences with parents, students, peers, and administrators.
- 8.3.1 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.
- 8.3.2 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 be allowed sufficient travel and classroom set-up time where applicable, in addition to appropriate planning periods, when required to travel between buildings.
- 8.4 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 E.

- 8.5 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 at the rate of Thirty Dollars (\$30.00) per hour 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.
- 8.6 Teachers will not be required to work more than 183 days for each of the school years of this 2006-2010 Agreement.
- 8.7 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.
- 8.8 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.
- 8.9 The Administration will consult with the classroom teacher prior to any placement of inclusion students. The Board and Administration recognize that additional planning and staff development time may be necessary for a regular classroom teacher who has an inclusion student. The Administration will work with the teacher, on an individualized basis, in cooperation with the affected special education teacher, to address this issue.
- 8.10 The Board shall maintain a teacher lounge in each building. Such lounge shall include a sink, microwave oven and refrigerator, plus appropriate seating.

ARTICLE IX

RETIREMENT

9.1 Retirement Benefits Plan

A teacher must be fifty-five (55) years old to retire under the Teachers Retirement System of Illinois. To receive benefits under the Avoca (TRS) supplemental plan, a teacher must have taught a minimum of fifteen (15) years in District 37 and be fully eligible for retirement benefits under 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. 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.

9.1.3 A teacher who is eligible to retire under this Section 9.1 and ERO based upon their age and years of TRS creditable service, and provides written notice as set forth in Section 9.1.1 above, shall be entitled to annual creditable earnings increases of 6% per year for a maximum of five (5) school

years pre-retirement as set forth in Section 9.1.1. Alternatively, the teacher may elect to receive Board payment of the teacher's ERO penalty payment to TRS and the annual 6% creditable earnings increases, up to a maximum total payment (including the percentage salary increases and ERO penalty payments) of thirty percent (30%).

9.2 Health Benefits

Teachers who 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, 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 -- \$200/mo.
- TRS dependent plan – Board single TRS coverage dollar contribution plus \$200/mo.

ARTICLE X

LEAVES

PAID LEAVES

10.1 Sick Leaves

Each teacher shall be entitled to a total of fourteen (14) sick leave days with full pay per school term. 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.

10.2 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.

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 another 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.

UNPAID LEAVES 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.

10.6 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.

10.7 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) unpaid weeks, to a total of twelve (12) weeks, in accordance with the Family and Medical Leave Act.

10.8 CHILD-REARING LEAVE OF ABSENCE

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

10.8.1 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.

10.8.2 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.

10.8.3 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.

10.8.4 Sick leave shall not be applicable during the period of the child-rearing leave. Any accumulated sick leave available at the commencement of the leave shall be available to the teacher upon return to employment in the District.

10.8.5 Any teacher who has been employed ninety (90) or more days of the school year prior to the commencement of such leave shall be entitled 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 April 1 of the year in which she plans to return.

10.8.6 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.

- 10.8.7 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.
- 10.8.8 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.
- 10.8.9 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.

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 of \$1,900. 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.
- 11.2 Tuition will be paid upon the successful completion of any pre-approved graduate course. To receive approval, courses must 1) be within the teacher's currently assigned area of instruction, or improve the teacher's professional competence, and 2) be part of an accredited graduate program approved 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.

Expense Reimbursement

- 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.

ARTICLE XII

FRINGE BENEFITS

12.1 Hospitalization - Major Medical Insurance

During the term of this 2006-2010 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> |
|--|--|
| <u>Medical Plan</u> | |
| <u>HMO Medical Plan</u> | |
| Employee | 90% of premium cost |
| Employee + spouse; Employee + Child(ren); and Family | 2006-2007: 70% of premium cost 2007-2008: 70% of premium cost 2008-2009: 75% of premium cost 2009-2010: 80% of premium cost |
| <u>PPO Medical Plan (\$300 or \$1,500 Deductible Plan)</u> | |
| Employee | 85% of premium cost |
| Employee + spouse Employee + Child(ren); and Family | 2006-2007: 65% of premium cost 2007-2008: 65% of premium cost 2008-2009: 70% of premium cost 2009-2010: 75% of premium cost |
| <u>Dental Plan</u> | |
| Single | 100% of premium cost |
| Family | 2006-2007: 55% of premium cost 2007-2008: 55% of premium cost 2008-2009: 60% of premium cost 2007-2008: 60% of premium cost |

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 \$20,000 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.

ARTICLE XIII

COMPENSATION

13.1 The Salary Schedules as incorporated into this Agreement are set forth in Appendices A, B, C and D.

13.2 Payroll Installments

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.

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 E 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, MA 15, MA 30, or MA 45 lanes shall receive an annual longevity increase of \$500 in each subsequent school year thereafter. For example, a teacher at step 24 during the 2005-2006 school year shall receive the step 25 salary amount for the 2006-2007 school year. For the 2007-2008 school year and each subsequent school year thereafter, the teacher shall receive the step 25 salary amount plus a longevity payment of \$500. Teachers shall not be eligible to receive an annual longevity payment and the re-

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.

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 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 Seniority List Procedures

Prior to February 1st of each school term, the Superintendent or designee shall post a tentative listing, categorized by position, showing the seniority of all tenured teachers employed by the District who are legally qualified to teach. The listing shall provide the following information for each teacher:

- a. Name
- b. Current Position
- c. Years of continuing tenured service
- d. Other qualifications for positions in the District

The listing shall show in a separate category, by alphabetical order, all non-tenured teachers in the District and shall provide the following information:

- a. Name
- b. Current position
- c. Years of continuing non-tenured service

A copy of the tentative listing shall be distributed to the Association for consultation.

Each teacher or their representative, shall have fifteen (15) work days from the date of posting to file written objections with the Superintendent regarding the information contained on the list.

The objection shall specify any alleged errors on the listing, including the teacher's ranking or qualifications for positions within the District. Failure of the teacher or representative to make a timely objection shall be deemed to be an acceptance of the listing. The teacher or his or her representative shall be prohibited thereafter from challenging the teacher's ranking or qualification for a position until the posting of a seniority list in the following school year. A finalized list shall be established and distributed to the Association by February 15th of each school term.

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 re-

sulting 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 of Education determines to decrease the number of teachers employed or to discontinue some particular type of teaching service, the Board shall first remove or dismiss all non-tenured teachers before removing or dismissing any tenured teacher who is legally qualified to hold a position currently held by a non-tenured teacher. Non-tenured teachers so dismissed shall receive timely notices of non-renewal in accordance with the requirements of *The School Code*.

If the Board's decision to decrease the number of teachers employed or to discontinue some type of teaching service requires the dismissal of tenured teachers, the Board shall first dismiss the tenured teacher or teachers with the least seniority before dismissing any tenured teacher with more seniority who is legally qualified to hold a position currently held by a less senior tenured teacher. Tenured teachers so dismissed shall receive timely notices of honorable dismissal in accordance with the requirements 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 tenured 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 policy nor a teacher's tenure status 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 tenured teacher with the greatest seniority who is legally qualified to hold the position. Any recalled tenured teacher shall retain his or 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 towards seniority.

To be eligible for recall, an honorably dismissed tenured 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 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 or her recall rights and will

no longer be eligible for any other vacant positions that become available within the recall period.

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 This agreement shall commence upon the date of its execution provided the Appendices shall be effective on the first employment day of the 2006-2007 school term, and shall remain in effect until the day preceding the first teacher workday of the 2009-2010 school term.

This Agreement is signed this _____ day of _____, 2006.

IN WITNESS WHEREOF:

AVOCA EDUCATION ASSOCIATION

By: President

BOARD OF EDUCATION

By: President

ATTEST:

By: Secretary

APPENDIX A

TEACHER SALARY SCHEDULE 2006-2007

| <u>Step</u> | <u>BA</u> | <u>BA15</u> | <u>MA</u> | <u>MA30</u> | <u>MA45 *</u> |
|-------------|-----------|-------------|-----------|-------------|---------------|
| 1 | *** | *** | *** | *** | *** |
| 2 | 37,907 | 39,366 | 41,153 | 44,237 | 45,697 |
| 3 | 39,476 | 40,925 | 43,027 | 46,255 | 47,706 |
| 4 | 41,045 | 42,484 | 44,901 | 48,273 | 49,715 |
| 5 | 42,614 | 44,042 | 46,776 | 50,292 | 51,724 |
| 6 | 44,183 | 45,601 | 48,650 | 52,310 | 53,733 |
| 7 | 45,752 | 47,160 | 50,525 | 54,328 | 55,742 |
| 8 | 47,321 | 48,718 | 52,399 | 56,346 | 57,751 |
| 9 | 48,890 | 50,277 | 54,273 | 58,365 | 59,760 |
| 10 | 50,459 | 51,836 | 56,148 | 60,383 | 61,769 |
| 11 | 52,028 | 53,395 | 58,022 | 62,401 | 63,778 |
| 12 | 53,597 | 54,953 | 59,896 | 64,419 | 65,787 |
| 13 | 55,167 | 56,512 | 61,771 | 66,438 | 67,796 |
| 14 | 56,736 | 58,071 | 63,645 | 68,456 | 69,805 |
| 15 | 58,305 | 59,629 | 65,520 | 70,474 | 71,813 |
| 16 | | | 67,394 | 72,492 | 73,822 |
| 17 | | | 69,268 | 74,511 | 75,831 |
| 18 | | | 70,964 | 76,347 | 77,659 |
| 19 | | | 75,700 | 81,299 | 82,663 |
| 20 | | | 77,142 | 82,741 | 84,105 |
| 21 | | | 78,583 | 84,183 | 85,548 |
| 22 | | | 80,025 | 85,625 | 86,990 |
| 23 | | | 81,467 | 87,066 | 88,431 |
| 24 | | | 82,909 | 88,508 | 89,873 |
| 25 | | | 84,350 | 89,950 | 91,315 |

* This lane is only available to those teachers who were hired prior to the 94-95 year and were in this lane prior to the 96-97 year.

** MA 15 Step 24 = 84,331

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

APPENDIX B

TEACHER SALARY SCHEDULE 2007-2008

| <u>Step</u> | <u>BA</u> | <u>BA15</u> | <u>MA</u> | <u>MA30</u> | <u>MA45 *</u> |
|-------------|-----------|-------------|-----------|-------------|---------------|
| 1 | *** | *** | *** | *** | *** |
| 2 | 39,423 | 40,941 | 42,799 | 46,006 | 47,525 |
| 3 | 41,055 | 42,562 | 44,748 | 48,105 | 49,615 |
| 4 | 42,687 | 44,183 | 46,697 | 50,204 | 51,704 |
| 5 | 44,319 | 45,804 | 48,647 | 52,303 | 53,793 |
| 6 | 45,950 | 47,425 | 50,596 | 54,402 | 55,882 |
| 7 | 47,582 | 49,046 | 52,546 | 56,501 | 57,972 |
| 8 | 49,214 | 50,667 | 54,495 | 58,600 | 60,061 |
| 9 | 50,846 | 52,288 | 56,444 | 60,699 | 62,150 |
| 10 | 52,478 | 53,909 | 58,394 | 62,798 | 64,240 |
| 11 | 54,110 | 55,530 | 60,343 | 64,897 | 66,329 |
| 12 | 55,741 | 57,151 | 62,292 | 66,996 | 68,418 |
| 13 | 57,373 | 58,773 | 64,242 | 69,095 | 70,507 |
| 14 | 59,005 | 60,394 | 66,191 | 71,194 | 72,597 |
| 15 | 60,637 | 62,015 | 68,140 | 73,293 | 74,686 |
| 16 | | | 70,090 | 75,392 | 76,775 |
| 17 | | | 72,039 | 77,491 | 78,865 |
| 18 | | | 73,802 | 79,401 | 80,766 |
| 19 | | | 78,728 | 84,551 | 85,970 |
| 20 | | | 80,227 | 86,051 | 87,469 |
| 21 | | | 81,727 | 87,550 | 88,970 |
| 22 | | | 83,226 | 89,049 | 90,469 |
| 23 | | | 84,726 | 90,549 | 91,969 |
| 24 | | | 86,225 | 92,048 | 93,468 |
| 25 | | | 87,724 | 93,548 | 94,968 |

* This lane is only available to those teachers who were hired prior to the 94-95 year and were in this lane prior to the 96-97 year.

** MA 15 Step 25 = 89,231

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

APPENDIX C

TEACHER SALARY SCHEDULE 2008-2009

| <u>Step</u> | <u>BA</u> | <u>BA15</u> | <u>MA</u> | <u>MA30</u> | <u>MA45 *</u> |
|-------------|-----------|-------------|-----------|-------------|---------------|
| 1 | *** | *** | *** | *** | *** |
| 2 | 41,000 | 42,579 | 44,511 | 47,847 | 49,426 |
| 3 | 42,697 | 44,264 | 46,538 | 50,030 | 51,599 |
| 4 | 44,394 | 45,950 | 48,565 | 52,213 | 53,772 |
| 5 | 46,091 | 47,636 | 50,593 | 54,395 | 55,945 |
| 6 | 47,788 | 49,322 | 52,620 | 56,578 | 58,118 |
| 7 | 49,486 | 51,008 | 54,647 | 58,761 | 60,291 |
| 8 | 51,183 | 52,694 | 56,675 | 60,944 | 62,463 |
| 9 | 52,880 | 54,380 | 58,702 | 63,127 | 64,636 |
| 10 | 54,577 | 56,066 | 60,729 | 65,310 | 66,809 |
| 11 | 56,274 | 57,752 | 62,757 | 67,493 | 68,982 |
| 12 | 57,971 | 59,438 | 64,784 | 69,676 | 71,155 |
| 13 | 59,668 | 61,123 | 66,811 | 71,859 | 73,328 |
| 14 | 61,365 | 62,809 | 68,839 | 74,042 | 75,501 |
| 15 | 63,062 | 64,495 | 70,866 | 76,225 | 77,673 |
| 16 | | | 72,893 | 78,408 | 79,846 |
| 17 | | | 74,921 | 80,591 | 82,019 |
| 18 | | | 76,754 | 82,577 | 83,996 |
| 19 | | | 81,877 | 87,933 | 89,409 |
| 20 | | | 83,436 | 89,493 | 90,968 |
| 21 | | | 84,996 | 91,052 | 92,529 |
| 22 | | | 86,555 | 92,611 | 94,088 |
| 23 | | | 88,115 | 94,171 | 95,647 |
| 24 | | | 89,674 | 95,730 | 97,207 |
| 25 | | | 91,233 | 97,290 | 98,766 |

* This lane is only available to those teachers who were hired prior to the 94-95 year and were in this lane prior to the 96-97 year.

** MA 15 Step 25 = 92,800

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

APPENDIX D

TEACHER SALARY SCHEDULE 2009-2010

| <u>Step</u> | <u>BA</u> | <u>BA15</u> | <u>MA</u> | <u>MA30</u> | <u>MA45 *</u> |
|-------------|-----------|-------------|-----------|-------------|---------------|
| 1 | *** | *** | *** | *** | *** |
| 2 | 42,640 | 44,282 | 46,291 | 49,761 | 51,403 |
| 3 | 44,405 | 46,035 | 48,400 | 52,031 | 53,663 |
| 4 | 46,170 | 47,788 | 50,508 | 54,301 | 55,923 |
| 5 | 47,935 | 49,542 | 52,616 | 56,571 | 58,183 |
| 6 | 49,700 | 51,295 | 54,725 | 58,842 | 60,442 |
| 7 | 51,465 | 53,048 | 56,833 | 61,112 | 62,702 |
| 8 | 53,230 | 54,802 | 58,942 | 63,382 | 64,962 |
| 9 | 54,995 | 56,555 | 61,050 | 65,652 | 67,222 |
| 10 | 56,760 | 58,308 | 63,159 | 67,923 | 69,481 |
| 11 | 58,525 | 60,062 | 65,267 | 70,193 | 71,741 |
| 12 | 60,290 | 61,815 | 67,375 | 72,463 | 74,001 |
| 13 | 62,055 | 63,568 | 69,484 | 74,733 | 76,261 |
| 14 | 63,820 | 65,322 | 71,592 | 77,004 | 78,521 |
| 15 | 65,585 | 67,075 | 73,701 | 79,274 | 80,780 |
| 16 | | | 75,809 | 81,544 | 83,040 |
| 17 | | | 77,918 | 83,814 | 85,300 |
| 18 | | | 79,825 | 85,880 | 87,356 |
| 19 | | | 85,152 | 91,451 | 92,985 |
| 20 | | | 86,774 | 93,072 | 94,607 |
| 21 | | | 88,396 | 94,694 | 96,230 |
| 22 | | | 90,017 | 96,316 | 97,852 |
| 23 | | | 91,639 | 97,938 | 99,473 |
| 24 | | | 93,261 | 99,559 | 101,095 |
| 25 | | | 94,883 | 101,181 | 102,717 |

* This lane is only available to those teachers who were hired prior to the 94-95 year and were in this lane prior to the 96-97 year.

** MA 15 Step 25 = 96,512

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

APPENDIX E

STIPEND SCHEDULE

| <u>STIPEND</u> | <u>FUNC CODE</u> | <u>FY 2007</u> | <u>FY 2008</u> | <u>FY 2009</u> | <u>FY 2010</u> |
|---|----------------------|--------------------|--------------------|--------------------|--------------------|
| Book Club (MM) | AC | 640 | 653 | 666 | 679 |
| Creative Writing Club (MM) | AC | 1,420 | 1,448 | 1,477 | 1,507 |
| Extended Field Trip Coordinator - Springfield | ACL | 360 | 367 | 375 | 382 |
| Extended Field Trip Coordinator - Outdoor Ed | ACL | 576 | 588 | 599 | 611 |
| Math Club (MM) | AC | 1,600 | 1,632 | 1,665 | 1,698 |
| Math Coordination | ACL | 960 | 979 | 999 | 1,019 |
| Overnight Activity During School Week | AC | 150 | 153 | 156 | 159 |
| Overnight Activity During Weekend/Summer | AC | 200 | 204 | 208 | 212 |
| Science Olympiad Co-Sponsor (MM) | AC | 4,000 | 4,080 | 4,162 | 4,245 |
| Science Olympiad Assistant (MM) | AC | 2,000 | 2,040 | 2,081 | 2,122 |
| Science Olympiad Nationals (MM) | AC | 640 | 653 | 666 | 679 |
| Student Council Advisor (AW) | AC | 1,100 | 1,122 | 1,144 | 1,167 |
| Student Council Advisor (MM) | AC | 3,500 | 3,570 | 3,641 | 3,714 |
| Student Government (MM) | AC | 500 | 510 | 520 | 531 |
| Student Newspaper/Webworkers (MM) | AC | 3,600 | 3,672 | 3,745 | 3,820 |
| Summer School Liaison | AC | 500 | 510 | 520 | 531 |
| Team Leader (Allied Arts) (MM) | ACL | 1,440 | 1,469 | 1,498 | 1,528 |
| Team Leader (Core) (AW) | ACL | 1,440 | 1,469 | 1,498 | 1,528 |
| Team Leader (Encore) (AW) | ACL | 1,440 | 1,469 | 1,498 | 1,528 |
| Team Leader Foreign Language (MM) | ACL | 1,440 | 1,469 | 1,498 | 1,528 |
| Team Leader Grade Level (K-8) | ACL | 3,600 | 3,672 | 3,745 | 3,820 |
| Team Leader PE (MM) | ACL | 1,440 | 1,469 | 1,498 | 1,528 |
| Team Leader (Special Ed) (AW) | ACL | 1,440 | 1,469 | 1,498 | 1,528 |
| Team Leader (Special Ed) (MM) | ACL | 1,440 | 1,469 | 1,498 | 1,528 |
| Team Leader (Technology) (District) | ACL | 3,600 | 3,672 | 3,745 | 3,820 |
| Yearbook | AC | 3,600 | 3,672 | 3,745 | 3,820 |
| District Science Coordinator | AS | 10,000 | 9,600 | 9,200 | 8,800 |
| District Technology Coordinator | AS | 4,000 | 4,080 | 4,162 | 4,245 |
| After School Boys Choir (MM) | CA | 1,200 | 1,224 | 1,248 | 1,273 |
| After School Girls Choir (MM) | CA | 1,200 | 1,224 | 1,248 | 1,273 |
| After School Choir (AW) | CA | 900 | 918 | 936 | 955 |
| Art Club Advisor (AW) | CA | 1,600 | 1,632 | 1,665 | 1,698 |
| Spring Play (MM) | CA | 3,600 | 3,672 | 3,745 | 3,820 |
| Assistant Play Director (MM) | CA | 1,500 | 1,530 | 1,561 | 1,592 |
| Costuming/Choreographer (MM) | CA | 500 | 510 | 520 | 531 |
| Talent Show | CA | 900 | 918 | 936 | 955 |
| Roots & Shoots (MM) | CS | 1,080 | 1,102 | 1,124 | 1,146 |
| Community/Staff Class Instructor | HR | 30.00 | 30.60 | 31.21 | 31.84 |
| Substituting for Another Faculty Member | HR | 30.00 | 30.60 | 31.21 | 31.84 |
| Summer School | HR | 30.00 | 30.60 | 31.21 | 31.84 |
| Summer Workshop | HR | 30.00 | 30.60 | 31.21 | 31.84 |
| Supervision | HRS | 18.00 | 18.00 | 18.00 | 18.00 |
| Video Taping Board Meeting | HR | 30.00 | 30.60 | 31.21 | 31.84 |

| | | | | | |
|--------------------------------|----|-------|-------|-------|-------|
| CD Active | PD | 1,800 | 1,836 | 1,873 | 1,910 |
| CD Maintenance | PD | 900 | 918 | 936 | 955 |
| Assessments/Brochures | PD | 1,440 | 1,469 | 1,498 | 1,528 |
| Mentoring | PD | 1,200 | 1,224 | 1,248 | 1,273 |
| Professional Development Chair | PD | 1,920 | 1,958 | 1,998 | 2,038 |
| Intramural Sports (AW) | SI | 1,200 | 1,224 | 1,248 | 1,273 |
| Intramural Sports (MM) | SI | 1,500 | 1,530 | 1,561 | 1,592 |
| JV Soccer | SI | 1,600 | 1,632 | 1,665 | 1,698 |
| V Soccer | SI | 1,600 | 1,632 | 1,665 | 1,698 |
| Boys JV Basketball | SI | 2,900 | 2,958 | 3,017 | 3,078 |
| Boys Varsity Basketball | SI | 2,900 | 2,958 | 3,017 | 3,078 |
| Girls JV Basketball | SI | 2,900 | 2,958 | 3,017 | 3,078 |
| Girls Varsity Basketball | SI | 2,900 | 2,958 | 3,017 | 3,078 |
| Boys JV Volleyball | SI | 2,040 | 2,081 | 2,122 | 2,165 |
| Boys Varsity Volleyball | SI | 2,040 | 2,081 | 2,122 | 2,165 |
| Girls JV Volleyball | SI | 2,040 | 2,081 | 2,122 | 2,165 |
| Girls Varsity Volleyball | SI | 2,040 | 2,081 | 2,122 | 2,165 |
| For Kids Only (AW) | SS | 1,000 | 1,020 | 1,040 | 1,061 |
| Girl Power (MM) | SS | 800 | 816 | 832 | 849 |
| Homework Club (AW) | SS | 2,800 | 2,856 | 2,913 | 2,971 |
| Homework Club (MM) | SS | 2,800 | 2,856 | 2,913 | 2,971 |
| Snowflake (MM) | SS | 1,600 | 1,632 | 1,665 | 1,698 |

Function Codes

| | | <u>Hourly Rates</u> | | | |
|--------------------------------|-------|----------------------------|-------|-------|--|
| AC = Academic Core | 20.00 | 20.40 | 20.81 | 21.22 | |
| ACL = Academic Core Leadership | 24.00 | 24.48 | 24.97 | 25.47 | |
| AS = Administrative Stipend | None | None | None | None | |
| CA = Cultural Arts | 20.00 | 20.40 | 20.81 | 21.22 | |
| CS = Community Service | 20.00 | 20.40 | 20.81 | 21.22 | |
| HR = Hourly Rate | 30.00 | 30.60 | 31.21 | 31.84 | |
| HRS = Hourly Rate Supervision | 18.00 | 18.00 | 18.00 | 18.00 | |
| PD = Professional Development | 24.00 | 24.48 | 24.97 | 25.47 | |
| SI = Sports/Interscholastic | 20.00 | 20.40 | 20.81 | 21.22 | |
| SS = Student Support | 20.00 | 20.40 | 20.81 | 21.22 | |

The stipend schedule was revised effective FY 07. All stipends are categorized under function codes. Function codes have hourly rates associated with the exception of the two administrative stipends. Duties that have direct teaching responsibilities to students, staff and/or the community (including summer school and summer workshops) are paid based on the \$30/hr rate; duties that have district leadership responsibilities under the academic core function code are paid based on the \$24/hr rate; duties for all other academic core stipends are paid based on \$20/hr rate and duties for supervision are paid at \$18/hr.

During FY 06 teachers submitted estimated hours worked to perform their stipend duty. The stipend amounts were calculated based upon the estimated hours times the appropriate hourly rate by function. By FY 08, all stipends will have a written job description along with a breakdown of the hours expected to be worked and the amount of pay. Stipend positions are open to all employees and are applied for on an annual basis (beginning in FY 08). The principals will determine the stipend assignments based upon the applications received. The following provides additional clarification for the stipend schedule:

- If a person has held a position that appears on the district stipend list for 5 consecutive years, he/she will receive a longevity bonus in the beginning of the sixth year of 20% of the base stipend to a maximum of \$500 per stipend.

- Scheduling is paid at 10% of the base stipend to a maximum of \$300 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.
- Assistant play director and costuming/choreographer are paid at \$20/hr to the maximum shown above.
- Supervision maximum is eight hours per day.

APPENDIX F

**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 G

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into this ____ day of _____, 2006, 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**

Student contact time per day—240 minutes

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 day—200 minutes

Team planning time per day—40 minutes
Individual planning time per day—160 minutes
Duty-free lunch period—40 minutes
Length of teacher workday—480 minutes

- **Avoca West Elementary**

Student contact time per day—240 minutes
Total teacher planning time per day—200 minutes
 Team planning time per day—40 minutes
 Individual planning time per day—160 minutes
Duty-free lunch period—40 minutes
Length of teacher workday—480 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 ____ day of _____, 2006, between the Board of Education of Avoca School District No. 37 and the Avoca Education Association.

The Board and the AEA agreed during teacher contract negotiations to the following change in the District's past practice to provide additional student instructional time during the school year:

- The Board and AEA agree to form a joint committee to collaboratively review and discuss the proposed conversion of two (2) teacher "contract days" to two (2) student attendance days for purposes of enhancing the District's academic and instructional program. Based upon this proposed conversion, the teacher work year will consist of 178 student attendance days, 4 teacher institute/in-service days, and 1 teacher "contract day."
- The Board and AEA agree that this proposed conversion of teacher "contract days" to student attendance days does not revise, alter, or otherwise modify the teacher work year provision in Section 8.6 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 ____ day of _____, 2002, 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 J

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into this _____ day of _____, 2002, between the Board of Education of Avoca School District No. 37 and the Avoca Education Association.

The Board and the AEA reached a non-contractual agreement to the following principles regarding job sharing:

Job sharing is defined as voluntary part-time service in which teachers share a position on a regular basis. All teachers who have acquired tenure status may request to share a position. Teachers who are approved for a job sharing assignment will retain their tenured status. Requests must be submitted in writing prior to March 1 for the following school year. Approved job sharing assignments will extend to a maximum of one (1) school year in duration.

Requests for part-time status must be approved by the building Principal, Superintendent, and Board. 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 Memorandum is not subject to the grievance procedures in the Collective Bargaining Agreement.

AVOCA EDUCATION ASSOCIATION

By: _____
President

BOARD OF EDUCATION

By: _____
President

ATTEST:

Secretary