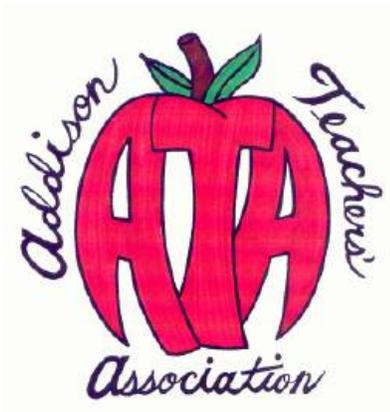


ADDISON TEACHERS' ASSOCIATION

AND

**ADDISON SCHOOL DISTRICT 4
BOARD OF EDUCATION**



Addison 4
School District
ADDISON | ILLINOIS | SINCE 1842

COLLECTIVE BARGAINING AGREEMENT

2016 – 2017

2017 – 2018

2018 – 2019

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ARTICLE I

RECOGNITION

The Board recognizes the Association as the exclusive bargaining agent concerning wages, hours and working conditions for the following unit of employees: all personnel requiring a Professional Educator License (PEL) as a condition of employment employed by the Board excluding the Superintendent, Assistant Superintendents, Principals, Assistant Principals, Administrative Assistants, Dean of Students, others classified as Directors, supervisors, office clerical employees, custodial employees, and other employees exempted by law. The foregoing unit members shall be referred to for convenience as "teachers."

ARTICLE II

PURPOSE OF AGREEMENT

2.1 The Board agrees not to negotiate with any teachers' organizations other than the Association for the duration of this Agreement, except as provided by law. Furthermore, the Board agrees not to negotiate with any teacher individually during the duration of this Agreement.

2.2 The Association recognizes the Board as the elected representative of the people of School District 4. The Association further recognizes that the legal responsibility for education is vested in the local Board of Education, and that this responsibility for final decision making cannot be delegated to other parties.

2.3 Teachers have the right to join, or not to join, any organization; membership in any organization shall not be required as a condition of employment.

2.4 As a duly elected body exercising governmental power under the laws of the State of Illinois, the School Board undertakes and agrees that it will not directly or indirectly discourage, deprive, or coerce any teacher in the enjoyment of any rights conferred by the laws or the Constitutions of Illinois and the United States; that it will not discriminate against any teacher with respect to hours, wages, terms, or conditions of employment by reason of his/her membership in the Association or collective professional negotiations with the School Board, or his/her institution of any grievance, complaint or proceeding under the Agreement or otherwise with respect to any terms or conditions of employment.

ARTICLE III

NEGOTIATIONS PROCEDURES

3.1 The Association and the Board acknowledge that during negotiations, each had the opportunity to make demands with respect to any matter or subject within or concerning the scope of this Agreement and not prohibited by law. The parties further acknowledge that the understandings and agreements arrived at by the parties during said negotiations are set forth in this Agreement. The parties agree for the life of the Agreement, that said Agreement cannot be renegotiated, added to, or deleted from, even if it is legally permissible to do so, without mutual agreement of the parties. Further, the Association and the Board agree that this Agreement represents the full and complete understanding between the parties concerning all matters and subjects which were discussed or which could have been discussed during said negotiations.

3.2 During negotiations, agreed upon material (tentative agreements) shall be prepared for the Board and the Association and signed prior to the adjournment of the meeting at which such agreement was reached.

3.3 When the Association and the Board reach tentative agreement on all matters being negotiated, the items will be put in writing and shall be submitted to the membership of the Association for ratification and to the Board for official approval. The terms and conditions of the Negotiations Agreement shall become a part of the School Board minutes, and shall represent the contract concerning the terms and conditions of employment between the parties hereto.

3.4 This Agreement shall be subject to change or supplement at any time by mutual consent of the parties hereto; the parties shall mutually agree to the scope of any discussions regarding such amendment or supplement. Any such change or supplement to this agreement shall be put in writing, signed by the parties, and submitted to the Board and Association for approval. Any such change or supplement to this agreement shall not become effective until approved by both the Board and Association.

3.5 The Association agrees to furnish the Board collected data relevant to welfare and salary items being negotiated and such other relevant information to assist the Board in its consideration and evaluation of educational goals and practices. This information will be furnished after a written request from the Board within a reasonable period of time.

3.6 The Board shall provide the Association in response to reasonable requests any public information necessary for negotiations including, but not restricted to, current monthly financial statements, current annual financial report, annual audit, adopted budget, register of certificated personnel, salary scatter gram, annual census of pupil membership, provided that any extraordinary cost of preparing such information shall be borne by the Association, and further provided that this section shall not require the Board to research, assemble, or specifically prepare any data.

ARTICLE IV

NO STRIKE

4.1 During the term of this Agreement the Association shall not engage in or encourage any strike, walk out, interruption of teaching services, picketing of the Board, sick-in, or similar concerted activity. If any teacher violates the provisions of this article independent of the Association, the Association shall not be responsible, but the teacher shall be subject to discipline. However, in the event of such an occurrence, the Association agrees to inform and to instruct its members that such violation is illegal and that such member(s) is (are) subject to discipline.

4.2 The Board shall not lock out any teacher during the term of this Agreement, and the Association agrees that it will use its best efforts to cause an immediate cessation of any strike, lockout, or interruption in teaching services.

ARTICLE V

ASSOCIATION RIGHTS

5.1 The Association may use on-site District office equipment and pay for any cost incurred with this use. The administrative staff responsible for such equipment shall be advised of any intended use. Such use shall not substantially interfere with the operation of the schools.

5.2 The Superintendent, or his/her designee, shall advise the Association when any significant fiscal, budgetary, tax or constructional programs, annexation or consolidation, or revisions of educational policy are proposed or under consideration and the Association shall be given the opportunity to make recommendations to the Superintendent, or his/her designee, with respect to these matters, prior to their adoption. The phrase "advise the Association" shall be satisfied when the Superintendent complies with Section 5.6 of this Agreement.

5.3 The Board and the Association shall each obtain two (2) estimates for the preparation of this Agreement, and they shall meet to accept the lowest responsible quotes pursuant to the provisions of law. The Board and the Association shall cause preparation of sufficient copies of this Agreement to be made for distribution to each teacher, administrator, and Board member, plus extra copies for each party. The cost will be shared equally with the Board and the Association. Administrative responsibility for such preparation shall rest with the Board.

5.4 The Superintendent shall meet with representatives of the Association to discuss the preparation of the calendar before its adoption.

5.5 Two (2) copies of all open session Board minutes shall be mailed as soon as they are approved to the Association President(s) or placed in the school mailbox of the Association President(s).

5.6 The Association President(s) shall be given immediate notice of any regular or special meeting of the Board with a copy of the agenda or purpose of such meeting.

5.7 Names and addresses of newly hired teachers will be provided to the Association within thirty (30) calendar days following approval of their contracts by the Board.

5.8 Association announcements which neither have an impact on the student body nor involve the student body in a dispute between the Association and the Board of Education may be placed in the daily or weekly school bulletin.

5.9

- A. Each bargaining unit teacher, on or before thirty (30) calendar days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Association or shall pay a fair share fee to the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state, and national dues.
- B. In the event that the bargaining unit teacher does not pay his/her fair share fee directly to the Association by a certain date as established in writing by the Association, the Board shall deduct the specified fair share from the wages of the non-member.

- C. Such fee shall be paid to the Association by the Board no later than fourteen (14) calendar days following deduction.
- D. 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, objects to the payment of a fair share fee to the Association, pursuant to the Rules and Regulations of the Illinois Educational Labor Relations Board.
- E. In the event any negotiating unit teacher commences a legal action against the Board in a court or administrative agency because of the Board's compliance with this Article, the Association and its affiliates agree to defend such action, at its own expense and through counsel of its own choice, provided:
 - 1. The Board gives immediate notice of such action in writing to the Association and permits the Association to intervene as a party; and
 - 2. The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at any stage, hearing, or argument of said legal action.
- F. The Association and its affiliates agree that in any such action, it will save, indemnify and hold harmless the Board, its members, employees and agents from any liability for damages and costs imposed by a final judgment of a court or administrative agency.
- G. It is expressly understood and agreed that the defense and indemnification covenants that are expressed herein shall not apply to any claim, demand, or suit which may arise as a result of any type of willful misconduct by the Board (other than any necessary action required to be performed by the Board in this Article); however, such defense and indemnification covenants shall not protect the Board in any action which solely alleges a violation on the part of the Board of this Article.

5.10 The Board shall deduct from the pay of each teacher all membership dues of the Association, including the Illinois Education Association and the National Education Association, provided that at the time of such deduction there is in the possession of the Board a current or continuing membership written authorization for dues deduction executed by the teacher, and provided the amount to be deducted from each paycheck shall be as nearly equal as possible with no more than a variance of one percent (1%). Such authorization shall specify the amount of dues to be deducted from each teacher's salary. Such authorization form shall be furnished by the Association. A teacher employed on or before the start of the school term may authorize dues deduction by having presented an authorization form to the Board. The amount specified by the Association will be prorated and deducted from the semi-monthly paychecks, starting as soon as possible and ending June 30, and shall be transmitted to the duly assigned representative of the Association each month and ending June 30. Such remittances shall be accompanied with an alphabetical list of teachers for whom such deductions have been made.

Any teacher employed after the start of the school year may authorize dues deduction by presenting an authorization form to the Board within thirty (30) calendar days after the date of employment; such deduction to commence within thirty (30) calendar days of authorization.

Upon the termination of employment, for any reason, the balance of membership dues shall be deducted from the teacher's final paycheck.

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

5.11 In the event that the Association desires to send representatives to local, state or national conferences, or on other external business pertinent to Association affairs, such representatives shall be excused providing the Association reimburses the Board the actual expenditures incurred for substitutes used for this type of leave. It is understood the total number of leave days granted should not exceed eleven (11) days of absences during any school year, providing that the number and frequency does not impair the quality of classroom instruction and that said written request for leave has been submitted to the Superintendent for his/her approval five (5) business days prior to the expected absence, except in cases of emergencies.

5.12 The Association shall have the right to post notices of its activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each school building. All matters so posted shall be initialed by the building representative of the Association and the school principal or his/her representatives. This posting procedure is not intended to entitle the Board to censor otherwise permissible material.

5.13 The Association shall have the right to use the District mail service for communications between officers, building representatives, and committee members, provided that the same shall not significantly interfere with the operation of the schools.

5.14 Duly authorized representatives of the Association and their respective affiliates shall have the right to transact official Association business on school property at all reasonable times, excluding teacher's work day and preparation time. This business shall not interfere with or interrupt normal school operations nor shall Association views on matters relating to supervisor/teacher or school Board/teacher relationships be discussed in the presence of students. The Association representative shall notify the school office of his/her presence in the building upon arrival.

5.15 The Superintendent, along with other representatives from the Administration as he/she designates, shall meet before or after school hours with the Association President(s), along with a reasonable number of other members of the Association, to discuss educational matters of mutual concern other than grievances. The Association President(s) and Superintendent shall exchange agenda items prior to the scheduled meeting. A reasonable number of meetings shall be scheduled as mutually agreed upon by the Superintendent and Association President(s).

5.16 The Association and its representatives shall have the right to use school buildings for meetings provided that said use shall not significantly interfere with the operation of the schools and that an application for Permit for Use of Facilities is executed for notice provisions only. In

the event of prior commitment for use, a suitable replacement room shall be provided. When special custodial or other services are required, the Board may make a reasonable charge.

5.17 The Administration shall invite Association comment and review for competitive grant proposals, when appropriate.

ARTICLE VI

TEACHER RIGHTS

6.1 Nothing contained herein shall be construed to deny or restrict any teacher rights he/she may have under the School Code of the State of Illinois.

6.2 Individual teacher contracts shall be issued only to first year full time and all part time teachers. In the event, such contracts are issued prior to a new contract being reached between the Board and the Association, such contracts shall be made to conform to this Agreement.

6.3 In the event that an administrator requires a teacher to attend a meeting with him/her in his/her office for the purpose of disciplining the teacher, the teacher shall be given an opportunity to have an Association representative present, if desired, during such disciplinary meeting. This shall not preclude an administrator's right to investigate facts or counsel teachers without Association representation.

6.4 Each teacher shall have those rights of access, rebuttal, copying, and inspection of his/her personnel file as provided by law. Each teacher's personnel file shall contain the following items of information:

- A. T.B. Report, if required
- B. Required medical information
- C. All evaluation documents, as required, with original signatures
- D. Supplementary duty contract copies
- E. All other information which may be or has been used as a basis for discipline or failure to reemploy a teacher
- F. Copy of professional educator license
- G. Original College/University transcripts and records
- H. Criminal Background Check as required by State Statute
- I. DCFS signed forms
- J. Acceptable Use Guidelines signed form

6.5 Materials related to discipline or reemployment other than the teacher evaluation instrument shall not be placed in a teacher's personnel file without notification to the teacher. Teacher shall be given an opportunity to file a response, and such response shall become a part of said file. All written responses shall be accomplished within thirty (30) business days ("business days" being defined as days during which the administrative offices of the District are open for business).

6.6 Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for plans or programs jointly approved by the Association and the Board for annuities, credit union, and charitable donations or like matters.

6.7 Tenured teachers may be allowed to share teaching positions subject to the provision of this section. Seniority credit will be one-half (0.5) year per year. Tenure rights and accrued seniority will not be affected as a result of sharing a position. Part time teachers may be allowed to job share with a tenured teacher.

When filling job sharing assignments, employees must mutually agree to the following terms:

A. The teachers must be qualified for the share-time positions.

B. Meetings

1. Share-time teachers agree to attend the entire program for all in-services and Institute days. In the event of half-day in-services, share-time teachers shall alternate their teaching days.
2. Staffings and faculty meetings shall be attended by one of the share-time teachers. Staffings and faculty meetings shall be attended by the half-time teacher when said meeting is contiguous with his/her teaching hours. When said meeting is not contiguous, the principal or his/her teacher designee will provide necessary information to the half-time teacher.
3. Share-time teachers agree to attend meetings referenced in Article 10.5 equally.
4. Share-time teachers agree to attend parent conferences.

C. Share-time teaching shall not be permitted in grades 1 through 4.

Such assignments may be granted subject to approval by the Board. There shall be no guaranteed minimum number of such assignments per year. All fringe benefits and insurance benefits for employees assuming such assignments shall be prorated; however, the insurance coverage shall be subject to the provisions of the insurance benefits then in effect.

6.8 Teachers shall be entitled to release time for the purposes of serving on joint committees or those committees convened by the Administration if meetings of such committees are scheduled by the Administration during working hours.

ARTICLE VII

BOARD RIGHTS

Board rights shall include, but not be limited to, the following enumerated rights and responsibilities: All matters concerning or relating to the management of the Board and its Administration, the direction of teachers, including the right to suspend, discipline or discharge teachers except as expressly limited by the Illinois School Code, to hire or transfer teachers, to promulgate and enforce reasonable rules and regulations, and to determine the subject content to be taught, are vested exclusively in the Board subject only to the express terms of this Agreement.

ARTICLE VIII

JOINT COMMITTEES

8.1 INSURANCE ADVISORY BOARD. An Insurance Advisory Board (IAB) will be established to monitor the effectiveness of our existing insurance plans, meet with agents/prospective agents and to investigate the best plan options, premiums, and deductibles. The Board and the Association agree that the District will provide monthly reports regarding claims experience and balances to all Insurance Advisory Board members.

We are partners in shaping the direction and results of our health insurance program, which needs open and transparent accounting of all the information involving insurance.

The size of the committee, the Association representative members, and the two (2) co-chairs shall be mutually selected and agreed upon by the Association President(s) and Superintendent, and will include representation of other employee groups.

The two (2) co-chairs will schedule and establish pre-set agendas for a minimum of three annual meetings. The first meeting will be scheduled no later than November 15th. The second meeting will be scheduled no later than January 31st. The third meeting will occur immediately preceding the annual health/dental insurance renewal period for employees.

The IAB shall not make a recommendation to the Superintendent until it has reached consensus regarding said recommendation(s). All recommendations will be made by the IAB and shall be given to the District Superintendent who will then share them with the Board of Education.

The IAB will follow or respect the language of Article 19.4 of this negotiated agreement as it applies to Association members.

8.2 EDUCATIONAL DEVELOPMENT COUNCIL. The parties recognize that matters of curriculum and instructional planning should be considered through staff involvement. Such faculty involvement will include the following network encompassed in an Educational Development Council (EDC) as part of a total District plan. The Superintendent or designee shall give direction to the EDC upon reviewing the professional development needs of the District with the Board of Education. The recommendations from the EDC shall be reviewed with the Superintendent, and, subsequently, with the Board by the Superintendent provided, however, that the committee shall not make a recommendation to the Superintendent until it has reached consensus regarding said recommendation. The final decision on curriculum matters shall be retained by the Board.

A. **MEMBERSHIP.** One (1) teacher representative from each building shall be mutually selected and agreed upon by the Association President and the Superintendent. The Association President and the Superintendent may mutually agree to select and appoint up to four (4) additional members.

The officers of the EDC shall be two (2) Co-Chairpersons and a Recorder. All EDC officers shall be mutually selected and agreed upon by the Association President and the Superintendent.

Membership on the EDC shall be for two (2) years. Active EDC members may apply for consecutive terms.

B. **DUTIES.** Duties of the EDC shall include the following:

1. React to instructional issues and concerns
2. Provide input in the planning of all professional development activities.
3. Provide communication among each building, District Office, and the Board of Education, as coordinated by the Superintendent

C. **MEETINGS.** The EDC shall have its first meeting no later than October 31 of each school year. Every reasonable effort shall be made by the Co-Chairpersons to schedule meetings at a time convenient to most members, along with adequate time notices of such meetings.

8.3 CURRICULUM COMMITTEES. All curriculum committees shall be sub-committees of the EDC and shall report their recommendations to this committee. The size of all of the curriculum committees shall be mutually agreed upon by the Association President(s) and the Superintendent. All curriculum committee members shall be mutually selected and agreed upon by the Association President(s) and the Superintendent. Curriculum committees shall be co-chaired by two (2) of the committee's members, who shall be mutually selected and agreed upon by the Association President(s) and Superintendent. A curriculum committee shall not make a recommendation to the EDC until the committee has reached consensus regarding a recommendation. The EDC will be responsible for making all final recommendations pursuant to the provisions of this section.

8.4 JOINT EVALUATION COMMITTEE. The membership of the Committee shall consist of an equal number of Association and Administration representatives. The Committee shall convene at the request of the Association or Administration for the purpose of monitoring, evaluating, and making recommendations of evaluation criteria to the Superintendent.

8.5 MENTOR COMMITTEE. The membership of the Mentor Committee shall be mutually agreed upon by the Association President(s) and the Superintendent. The committee shall be co-chaired by two (2) committee members, who shall be mutually selected and agreed upon by the Association President(s) and the Superintendent. The committee has the responsibility to recommend mentor assignments and activities to the Superintendent or designee. The committee shall meet to design and implement all mentor/protégé training activities and will assess the effectiveness of the program on an annual basis.

8.6 SABBATICAL LEAVE COMMITTEE. In the event that more than one (1) teacher applies for a sabbatical leave for the same school year, an Administration/Association Sabbatical Leave Committee (SLC) shall be established to evaluate sabbatical leave applications and make recommendations to the Superintendent who will submit them to the Board. The committee shall consist of six (6) members, who shall be mutually selected and agreed upon by the Association President(s) and the Superintendent. This committee shall meet upon mutual agreement of the Association President(s) and the Superintendent. The committee shall be co-chaired by two (2) committee members, who shall be mutually selected and agreed upon by the Association President(s) and the Superintendent. The committee shall not make a recommendation to the Superintendent until it has reached consensus regarding said recommendation.

8.7 OTHER COMMITTEES. This Article shall not prohibit the establishment from time to time of other joint Board/Administration/Association committees to study specific problems or for specific purposes, upon agreement of the Board and the Association. The size of all such committees shall be mutually agreed upon by the Association President(s) and the Superintendent. All of the members of said committees shall be mutually selected and agreed upon by the Association President(s) and the Superintendent. All of said committees shall be co-chaired by two (2) of the committee's members, who shall be mutually selected and agreed upon by the Association President(s) and the Superintendent. No committee shall make a recommendation to the Superintendent until said committee has reached consensus regarding said recommendation.

ARTICLE IX

PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

9.1 Any assignments in addition to the normal teaching schedule during the regular school year, including extra duties enumerated in Appendix A, shall be voluntary. Consideration in making such assignments shall be given to qualified teachers who request such duty. If there are no qualified volunteers, the Board may subcontract with qualified persons in accordance with Appendix A.

9.2 Positions in the summer school program shall be voluntary and shall be filled by qualified teachers who volunteer. If there are no qualified volunteers, the Board may subcontract with qualified persons at a rate of compensation not to exceed the amount set forth in Appendix A for the position being filled. It is expressly understood that summer school program teaching positions will be offered and filled on a year-to-year basis, and that the Board is not required to give notice of non-renewals for said position(s). It is further expressly understood that the termination or nonrenewal of a regular school year teacher from a summer school program position shall not, of itself, affect the teacher's regular school year salary, benefits, seniority, or class assignment.

9.3 The Association President(s) may request the names and assignments of all teachers assigned to each school from the Superintendent. Such requests shall be made in writing and shall not be made earlier than 14 calendar days before the beginning of the school year.

9.4 The teacher shall be given written notice of any changes of assignments, grade level, or subject matter for the forthcoming year no later than thirty (30) calendar days preceding the first day of the new school term, excepting in cases of emergency. The teacher affected shall be given the opportunity to obtain manuals for planning. It is the responsibility of the Administration to move teaching materials from the old classroom to the newly assigned classroom.

9.5 A teacher may request a specific substitute in the event of his/her absence; however, it is understood that, at the discretion of the Administration, such substitute may not be assigned.

9.6 When a junior high teacher takes a field trip, a substitute shall be provided to assume the remaining academic responsibilities of that teacher.

ARTICLE X

TEACHING HOURS AND ASSIGNMENTS

10.1 The teacher's regularly scheduled work day shall be a consecutive period of seven (7) hours for elementary (Pre-K - 5), seven (7) hours and twenty (20) minutes for junior high (6-8) inclusive of a duty free lunch period as required by law. On days before holidays, teachers may leave at the end of the student attendance day.

In the event that the regularly scheduled workday must be changed for the upcoming school year, the Superintendent or designee(s) shall meet with the Association President(s) or designee(s) to discuss and mutually agree to any such changes. If mutual agreement is not reached by May 1 or within forty-five (45) days of the initial meeting, whichever is later, the Board will make the

final decision regarding the schedule, provided, however that nothing in this section shall require the Board of Education to wait beyond August 1 to make the final decision. The impact of the changes for the upcoming school year will be bargained with the Association, provided, however, that nothing in this section shall prohibit the Board from implementing such change prior to the conclusion of the impact bargaining.

The regularly scheduled workday may only be interrupted by the Superintendent in an emergency, transportation situation, energy situation, and such regulations supported by law. Notification of such emergency interruption circumstances shall be given to the Association President(s) when appropriate.

The following are the classroom size guidelines:

- Primary level - Kindergarten through Grade 2 - classroom size not to exceed 22 pupils
- Intermediate level - Grades 3-5 - classroom size not to exceed 25 pupils
- Junior High level - Grades 6-8 - classroom size not to exceed 28 pupils

The Board recognizes and believes in the philosophy of maintaining reasonable class sizes. This policy has been established by the Board and reconfirmed with the agreement that in an elementary and/or junior high classroom exceeding 20% of the classroom size guidelines, a full-time para educator shall be employed. Further, the Board and the Administration will attempt to balance classes and seek not to exceed classes of thirty-two (32) for general instructional purposes, yet recognizing the need to differentiate between class sizes for certain specific instructional purposes. Notwithstanding this contractual provision, the Board has provided class sizes substantially lower. The Board represents that it has no present intention to alter this practice. If the Board determines that it must alter this practice at some future date, it shall notify the Association and discuss the reasons and effects of altering such practice. This discussion shall not be considered or treated as collective bargaining of the Board's decision. The Association may make written recommendations on class size at any time. The Superintendent or his/her designee will thereafter meet with the Association President(s) to respond to the Association. A teacher may also call to the principal's attention a question or recommendation as to that teacher's class size. If the teacher's recommendation is in writing, a copy will be shared with the Association President(s). The principal will, after a review with the Superintendent's Office, respond to the teacher in writing, with a copy to the Superintendent and the Association President(s).

10.2 Every teacher shall be allowed a duty-free lunch period as required in current statute.

10.3 The Board has agreed to provide all full-time Pre K – 5th grade teachers no less than one hundred ninety-five (195) minutes per week as individual planning time within the student attendance times during a regular week. The district will make every effort to coordinate concurrent grade level plan periods for collaborative planning. The Board shall use a good faith effort to equalize preparation time among the full-time teachers.

10.4 Teachers in the junior high school shall teach six (6) classes and may, at the discretion of the principal be required to supervise home rooms or advisory groups. Teachers will be provided with 10 periods of plan time each week during a regular week. 30% will be provided as collaborative planning time for teachers who teach the same students. This is a regularly scheduled time during the school day when multiple teachers or teams of teachers work together.

10% will be provided as collaborative planning time for teachers who teach the same course, when the master schedule allows for such. The remaining time may be used as individual planning time. The choice of scheduling collaborative team meetings will be agreed upon by mutual consent of the grade level team and the building administrator.

10.5 Teachers may be assigned to attend not more than four (4) Parent/Teacher Association meetings and/or events during the school year. Teachers who are assigned to more than one (1) building shall be equitably assigned among such buildings.

10.6 Professional Development and Collaboration Time. Mondays - Late start for students, providing time for staff to meet according to the following schedule:

Indian Trail Junior High School:	7:00am Staff start	8:25am Student start
Addison Early Learning Center:	7:10am Staff start	8:30am Student start
Elementary Buildings:	8:00am Staff start	9:30am Student start

Late Start Mondays will consist of four rotations. Two of which are administrator led (one of which is planned with input from EDC) and two of which are staff led (both planned by staff).

Teachers in their first year with District 4 shall be required to attend up to two-and-one-half (2.5) additional days prior to the start of the school calendar year to be held during non-school hours for the purpose of orientation, educational presentations, and discussions related to District 4. Pre-tenured teachers in the Mentoring Program shall also be required to attend all meetings as outlined in the Addison District 4 Mentor Program Handbook.

10.7 Teachers shall also be available at school in addition to the scheduled hours for reasons set forth below:

- A. To meet with students who need academic assistance, wish to discuss personal matters, or express the desire to talk or to meet.
- B. To meet with parents for any reason which the teacher, the parent, and/or the administrator may find necessary provided that reasonable notice is given and the time is continuous with the school day.
- C. For any emergency weather condition or emergency building or premises condition.

10.8 The Administration in consultation with the special area coordinators shall make every reasonable attempt to equalize planning and preparation time for all teachers. Part-time teachers shall receive a proportionally equal amount of planning time. An attempt will be made to provide each elementary class with a special area class each day.

10.9 For Pre-K - 8th grade, four (4) teacher/parent conference half days shall be used. As the Superintendent solicits input from the Association prior to the adoption of the annual calendar, the Association shall provide input on the appropriate scheduling of conference days consistent with this section.

10.10 Elementary Art, Music, Media Center, and Physical Education teachers shall develop their schedules in consultation with the Superintendent or designee and the building administrator.

10.11 Beginning with the 2016-2017 school year, association members will work six (6) days beyond the number of days that students are in school each year.

ARTICLE XI

TEACHING CONDITIONS AND STAFF FACILITIES

11.1 Decisions regarding supplementary instructional materials and supplies shall be made collaboratively among the staff, which includes the building administrator. These materials must be consistent with the District approved materials, methods, or textbooks.

11.2 Each year by April 15, every teacher shall be given the opportunity to submit requests for instructional materials and supplies for the following school year to the building administrator. The teacher shall be informed within a reasonable period of time if these supplies cannot be made available.

11.3 Each building administrator will meet with his/her staff by October 1 to help plan the building's budget for the forthcoming year. The final decision in regard to the building's recommended budget will rest with the building administrator.

11.4 The Board shall provide a professional library located in the District which shall include sufficient quantities of texts and professional reference materials which are reasonably requested by teachers in the District. A list of texts and materials shall be made available to the teachers.

11.5 The school district will continue to provide duplicating services and technology resources that will enhance the teachers' instructional efforts.

11.6 Teachers shall not be required to work under unsafe or hazardous conditions that will endanger their health, safety, or well-being. Teachers agree that they will notify the building administrator in writing of any situation which may present a possible health hazard or unsafe condition. However, it is recognized that the teacher is not be held responsible for determining the remedy since other employees have responsibility for maintenance and supervision of the physical structure and surrounding grounds.

11.7 An area designated as a faculty lunchroom shall be provided in each building. Said lunchroom shall comply with all applicable federal, state and/or local statutes, regulations, or ordinances pertaining to smoke-free zones.

11.8 A good faith attempt will be made to schedule the majority of IEP meetings during the teacher contractual day. IEP team members and teachers will be compensated at the research/development rate in Appendix A for after school IEP meetings in excess of nine (9) hours in a school year.

ARTICLE XII

PUPIL DISCIPLINE

12.1 Teachers shall be informed at the beginning of the school year, or in the case of new hires after employment, of the school rules pertaining to student discipline as outlined in the District 4 Parent/Student Handbook.

12.2 The Board recognizes its responsibility to give reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. The administrator and other supportive personnel shall be available to consult with the teacher in connection with serious behavior problems. The Board acknowledges the desirability, if it is reasonably possible to do so, of providing assistance for pupils requiring special intervention or placement, as promptly as such may be implemented following diagnosis of the difficulty.

ARTICLE XIII

STUDENT TEACHING PROGRAM ASSISTANCE

Recognizing the desirability of assisting in the professional preparation of prospective teachers, both parties agree to the following procedures for placement and assistance for student teachers:

13.1 Building administrators shall inform tenured teachers of the availability of prospective student teachers and the specific grade level or area of concentration desired. Any interested tenured teacher shall submit a response to the building administrator, indicating his/her willingness to serve as a supervising teacher. The Administration will make placement decisions.

13.2 A supervising teacher and the administrator shall work directly with the college or university program coordinator to develop extensive opportunities for the student teacher to observe and practice the arts and skills of the teaching profession.

13.3 In order to ensure a successful experience for the student teacher, the supervising teacher will follow the college or university guidelines.

13.4 The supervising teacher shall be available within the contractual day to support the student teacher throughout his/her entire experience. Thus, the supervising teacher should not be required to assist in other classrooms or programs within the District, except in emergency situations.

ARTICLE XIV

TEACHER PROTECTION

14.1 When any teacher is required to appear before the Board or before any Board committee concerning any matter which could lead to his/her suspension, demotion or discharge, the teacher shall be given reasonable prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to represent him/her during such meeting or interview.

14.2 Any complaint by parent or student, written or oral, of a nature to be used to discipline or evaluate a teacher shall be reported to the teacher as soon as practicable. No final action against the teacher shall be taken until a scheduled administrator/parent/teacher conference has taken place. If the teacher is not satisfied with the results of this conference, then a teacher/Superintendent conference shall be called to resolve the problem. If the problem is not resolved, then a teacher/Board conference shall be called. The teacher may have an Association representative present at any of the above conferences.

14.3 If requested by the teacher, the Board shall authorize legal counsel to assist and defend a teacher who shall be charged with a civil offense, provided such action by the teacher shall have been within the scope of his/her employment and in conformance with Board Policy. Such teacher shall suffer no loss of salary as a consequence of court appearance. Under no circumstances shall the responsibility of the Board continue after an initial determination by a trial court.

14.4 The Board will indemnify the teacher pursuant to the provisions of law.

ARTICLE XV

PROGRAMS TO ADDRESS NEEDS OF ALL CHILDREN

The Board recognizes the educational challenges associated with teaching all children which includes English Language Learners, general education, gifted, and children with special needs. The Board shall establish programs and services designed to meet the needs of our children. The Administration shall outline for all new employees the procedures, services, and solutions which are to be in practice for the school year.

ARTICLE XVI

EVALUATION PLAN FOR LICENSED STAFF

The procedures of the Evaluation Plan for Licensed Staff, which is developed by the Joint Evaluation Committee, will be followed during the term of this agreement.

The approved evaluation plan shall not be modified for the duration of the agreement without mutual agreement of the Superintendent and the Addison Teachers' Association President(s).

ARTICLE XVII

VACANCIES, TRANSFERS, AND PROMOTIONS

17.1 The Superintendent shall post in all school buildings and send to the Association notices of all vacancies for licensed positions as they occur throughout the school year. Such notices shall describe the job, minimum qualifications, duties required, and the salary range. Full-time vacancies or promotional vacancies shall not be filled, except on an acting basis, until they have been posted for at least three (3) school days. During the summer vacation, notices of vacancies shall be mailed to the Association President(s). The Board shall give teachers from its present staff who apply and interview consideration with respect to the filling of promotional vacancies.

17.2 Tenured teachers, or teachers who shall commence tenure during the next school year, may apply for transfer to another building where a vacancy is expected to exist during the next school year. Such application shall be in writing to the building administrator where the vacancy is expected to exist with a copy to the Association. The application shall state the interests and aspirations of the teacher. Applicants shall be notified of the decision by the Administration.

17.3 Promotional positions for purposes of this Agreement shall be defined as those positions outside the bargaining unit which are administrative in nature as defined in Article I.

17.4 While the parties acknowledge that employees are best staffed in teaching positions in which they desire to work, the Association and the Board recognize that curricular and program

needs, staffing, leaves, and enrollment patterns may occasionally necessitate the involuntary transfer of teachers.

For the provisions of this section, a transfer shall mean a change in assignment from one building to another. This section shall not apply to itinerant teachers, or to teachers who have been assigned more than one building as part of their permanent assignment.

In the case of a need for an involuntary transfer, the Superintendent or his/her designee shall announce such a need and shall allow teachers to volunteer. If a volunteer is not selected, reasons shall be given to each such teacher. In such an event, the Superintendent shall consider among the qualified teachers for such a position the following factors: experience, training, education, curricular and program needs, and length of service in education and in the district. When all factors are equal, seniority shall be the deciding factor. However, in the event a more senior teacher among those qualified for such involuntary transfer is selected, the Superintendent or his/her designee shall meet with such teacher and shall state the reasons for selection. The teacher to be involuntarily transferred will be notified in writing at least thirty (30) calendar days prior to such transfer, except in cases of emergency.

The foregoing provisions shall apply to any involuntary transfer. The teacher involuntarily transferred may request a voluntary transfer at the end of the school year, and the procedural provisions of this section shall prevail.

ARTICLE XVIII

LEAVES AND RELATED DAYS OF ABSENCE

Bargaining unit teachers have multiple options for leaves. Specifically, teachers have three available options for maternity/parental reasons as outlined in 18.1, 18.3, and 18.4. The following conditions apply to all leaves:

- A. The Superintendent may designate an administrator to act in his/her stead for leave requests.
- B. Leaves which are approved by the Board shall be without loss of continued contractual service (tenure) for tenured teachers, or without loss of length of service credit or accumulated sick leave in the case of any teacher, but the time of leave shall not count towards continued contractual service or employment by the Board. Additional sick leave shall not accrue during the duration of the leave. Teachers on leave are responsible for making arrangements with the Teachers' Retirement System for pension credit, if allowed. Teachers on approved leaves of absence may participate in available District life, health, and dental insurance programs, but at the expense of the teacher, subject to the consent of the insurance program. This section does not apply to paid sick leave.
- C. In all instances where a teacher is granted a leave of eight (8) calendar months or more, as a condition thereof, the employee shall advise the Superintendent in writing no later than February 15th, prior to the termination of such leave, of his/her intent to return to employment. Failure to advise the Superintendent by said date of the intent to return as required herein shall be conclusively treated as an election not to return to employment and as an absolute resignation from the District, and no action shall lie against the Board therefore.
- D. Any unpaid leave granted or extended shall not be counted in determining the length of continuing service for purposes of seniority within the meaning of all statutes.

- E. Any teacher who has been employed one hundred (100) or more business days of the school year prior to or after the commencement of such leave shall be entitled to such advancement in salary as he/she would have had if the leave had not been granted. If the leave exceeds the year such leave commences, the second year shall not be considered for salary advancement.
- F. Upon returning from leave to active employment, a teacher will receive an available assignment suitable to his/her professional preparation, provided that leave status will not exempt a teacher from a reduction in force. Placement in his/her previous assignment is not guaranteed. Time on leave shall not count for advancement in salary, except for teachers who have received approval for an educational program. These teachers shall receive credit for educational advancement during their leave.

18.1 SICK LEAVE AND PERSONAL LEAVE. All full-time teachers of the bargaining unit (prorated for less than full-time teachers) shall receive the following annual days of sick and personal leave based upon years of consecutive service in the District:

<u>Years of Consecutive Service in the District</u>	<u>Annual Sick Leave Days</u>	<u>Annual Personal Leave Days</u>
1	10	1
2	10	2
3	12	2
4+	13	2

Sick leave shall be used for purposes as defined by statute. A teacher may utilize accumulated sick leave during any period of illness related to her pregnancy and/or related to the delivery of the child, if the teacher is not eligible for or not desiring parental leave as outlined in 18.3. If such teacher has exhausted accumulated sick leave, a leave of absence shall be granted without pay during such period of illness. Such teacher shall return to employment immediately following the termination of such illness.

Personal leave shall be used for those absences of a nature necessary for attendance to personal business that cannot be scheduled or handled on days or at times other than during working hours. Examples of such leave shall include, but not be limited to, mandatory court appearances, graduations and weddings in the family, but shall not include vacations, Association business, money making activities, or other activities which may be scheduled during non-school time. However, when utilizing personal leave, teachers shall be required to notify their immediate supervisor of the need for such leave by filling out the appropriate form, as soon as the teacher learns of the necessity of the absence. A reason for personal leave is only necessary when the leave day is before or after a school holiday or vacation period, or the first or last week of school. Unused personal leave days will accumulate as sick leave days. The sick leave days shall prospectively accumulate to a maximum of three hundred sixty (360) days.

A teacher who desires to take time off from work to practice his/her religious beliefs will be permitted to engage in work during hours other than the employee's regular working hours, consistent with the operational needs of the District, in order to compensate for work time lost for religious reasons. The teacher must complete the appropriate form at least five (5) calendar days prior to the day of intended absence. The supervising administrator will arrange, with the employee, the scope and schedule of the work time to be recuperated.

Upon retirement from the district, a teacher may apply accumulated leave days toward retirement credit up to the maximum allotted by the TRS. Any days not applied toward retirement credit in excess of the maximum number of days allowed by the Teacher Retirement System of the State of Illinois (TRS) regulations shall be reimbursed at the rate of \$12.50 per day, not to exceed forty (40) days, for a maximum benefit of \$500.

18.2 SICK LEAVE BANK.

- A. The Board of Education, in cooperation with the Association, shall establish a Sick Leave Bank on a voluntary basis. Any teacher is eligible to participate in the Bank.
- B. The Board of Education shall administer the Sick Leave Bank.
- C. Any full-time or part-time teacher who is new or not previously enrolled in the Bank shall be given the opportunity to donate one (1) day of his/her sick leave to the Bank no later than October 1, of each school year or within ten (10) school days of entering employment with the District. A part-time teacher's contribution shall be recorded in the Bank by rounding to the nearest one half (0.5) or one (1) full day.
- D. When the balance of days in the Bank falls below the number of certified staff participating in the Bank, the Board of Education may request that contributing teachers donate an additional day to the Bank. Refusal to contribute shall constitute withdrawal from the Bank with the following exceptions:
 - 1. In the event that one (1) additional day is requested, first year teachers to the District that have contributed their initial day to the Bank will not be required to contribute an additional day within the first nine (9) months of employment and will remain in the Sick Bank. If a second day is requested, the first year teacher would need to contribute one (1) additional day.
 - 2. Teachers who are current contributors to the Sick Bank who do not have a sick day to contribute will remain in the Bank for the remainder of the school year. At the beginning of the next contractual year these teachers must contribute one (1) day to the Sick Bank.
- E. The intent of this Bank is to provide additional financial protection for those teachers who incur a personal period of prolonged illness, hospitalization, or recovery from an injury or illness. It is not the purpose of the Bank to provide additional days to members who have depleted their accumulated sick leave days and are applying for days because of commonplace illnesses. The Bank shall not be applicable to surgical or other procedures that may be safely deferred until a vacation period as determined by the applicant's physician. The Bank shall not be applicable to any teacher during any leave of absence.
- F. A teacher who has contributed to the Bank may withdraw days from the Bank using the following procedures:
 - 1. The teacher must totally deplete his/her own accumulated sick leave.
 - 2. There has been an interval of two (2) unpaid teacher employment days since the date of depletion of his/her accumulated sick leave during which time the teacher has been ill.
 - 3. The teacher must submit a written or electronic request to the Superintendent or designee before his/her accumulated sick leave has been depleted. If the teacher is unable to personally submit this request, it may be submitted by a family member or Association representative.

4. The teacher shall submit a statement from the treating physician verifying the nature of the illness or injury, the course of treatment, and the anticipated length of absence prior to using the Bank and each thirty (30) working days thereafter while drawing from the Sick Bank.
5. After review of the documentation from F1-4, the Superintendent or designee and the Association President or designee may approve the Sick Bank request.
- G. The maximum number of days which may be withdrawn by an individual teacher shall be one hundred and twenty (120) or until the end of the school year whichever is less. He/she shall again become eligible to withdraw from the Bank if he/she returns to employment in the District for fifteen (15) teacher employment days.
- H. Once a teacher has withdrawn from the Bank he/she shall be eligible to again withdraw from the Bank in the same school year only after the expiration of another interval of two (2) unpaid employment days. The total number of days that a teacher may withdraw from the Sick Bank should not exceed one hundred and twenty (120) days in any school year. The teacher must again follow the Sick Bank procedure in 18.2 F.
- I. A teacher may terminate his/her participation in the Bank at any time, but shall not be able to withdraw any days previously contributed to the Bank.
- J. Days contributed to the Bank which have not been withdrawn shall remain in the Bank for use in the succeeding school year.

18.3 PARENTAL LEAVE. The Board shall grant parental leave for all teachers provided that a written request shall be filed not later than thirty (30) calendar days prior to the anticipated birth of the child or upon ascertainment of such condition, whichever shall be later. All such leaves should include a plan for the commencement and termination of the leave as determined by the teacher and the Superintendent or designee and a representative of the Association, if an Association representative is requested by the teacher. The primary consideration in developing the plan shall be that the continuity of instruction for the students be maintained to the maximum degree possible. Leave shall be for a maximum length of the remainder of the current school year plus one (1) additional year, unless the leave begins after April 30. In such cases, leave may continue for a maximum of two (2) years for the first parental leave and one (1) additional year for a second consecutive parental leave request. Any request for such leave to commence prior to November 1 shall commence the first teacher workday. Parental leave shall be subject to the following conditions:

- A. Sick leave provisions in this Agreement (including Sick Leave Bank) and parental leave shall not be applicable at the same time. Any accumulated sick leave available at the commencement of the leave shall be restored to the teacher upon return to employment in the District.
- B. Any teacher desiring parental leave as a result of becoming an adoptive parent shall notify the Superintendent or designee in writing upon the initiation of such adoption proceedings. Adoption leave shall be granted upon satisfactory written notification to the Superintendent or his/her 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/her designee fully informed of the status of the proceedings, and as soon as known, the expected date of the delivery of the child.

- C. A parental leave shall be granted to a pre-tenured teacher subject to all the conditions applicable of a tenured teacher, and provided the term of such leave shall not be considered in computing full-time employment as stated in the current statutes for purposes of the continuous employment necessary to attain continued contractual service.
- D. Any teacher granted parental leave may make arrangements to continue life, health, and dental insurance as provided in Article XIX hereof at his/her own expense during his/her leave.
- E. Nothing in this article shall be construed as requiring any teacher to apply for a parental leave.

18.4 FAMILY AND MEDICAL LEAVE ACT. Members have the option of requesting a leave as outlined in the Board of Education policy in compliance with the Family and Medical Leave Act of 1993. By express agreement of the parties, such inclusion of the Board policy shall not be construed to incorporate such policy into the collective bargaining agreement in any fashion, and expressly shall not be subject to the grievance procedure in this Agreement.

18.5 SABBATICAL LEAVE. Sabbatical leave shall be granted to a maximum of one (1) tenured teacher for a period of at least four (4) months, but not in excess of one (1) year for resident study, research, or other purposes designed to improve the school system. Such leave shall be subject to the following conditions:

A. Eligibility

- 1. An applicant must possess a valid teaching license and must have completed six (6) consecutive school years of full-time teaching service in the District. Any leaves of absence granted by the Board shall not be considered as an interruption of the consecutive years of service requirement, but such leave shall not be counted in total.
- 2. Applicants shall not have received a sabbatical leave during three (3) school years immediately preceding application.

B. Application

- 1. A letter of intent shall be presented to the Superintendent accompanied by a plan for the utilization of such leave and other such necessary information. Request for sabbatical leave shall be submitted by the 1st of December, for any leave to begin the fall of the next succeeding school year. The teacher shall be notified of action taken by February 15, of that school year.
- 2. In the event that more than one (1) teacher applies for a sabbatical leave in the same school year, a Sabbatical Leave Committee will be established. Consideration will be given to applicants pursuing a degree or additional coursework in a difficult to fill area or for a unique or compelling situation. The SLC shall prepare a list of qualified applicants from the applications submitted to the Superintendent. The Superintendent may also submit separate recommendations.

C. Other Provisions

- 1. A staff member on sabbatical leave shall receive the same basic salary as if in actual service, except that there may be deducted therefrom an amount equivalent to the amount payable for a substitute service. However, such salary, after

deduction for substitute service, shall in no case be less than the minimum provided by current statute or one-half (½) of the basic salary, whichever is greater.

2. Payroll checks or direct deposit shall be sent on or before the regular pay days to the address filed with the Business Office.
3. The Board shall pay the Board's required contribution to the Teachers' Retirement System required for the person on leave computed on the annual full-time salary rate under which the member last received earnings immediately prior to the leave.
4. The Board will continue to pay the negotiated premiums necessary to keep the person's on leave insurance in effect during the leave period.

D. General Provisions

1. Each recipient shall agree to return to service in the School District upon termination of the sabbatical leave and to continue in such service for a period of two (2) years, unless in extenuating circumstances or by mutual agreement. A signed agreement shall stipulate that if the teacher fails to provide such service, he/she shall reimburse the District the salary paid him/her while on leave or a proportional part as determined by the fraction of the unfulfilled obligation.
2. A sabbatical leave recipient may not deviate from his/her approved plan except by written permission of the Board or its designee.
3. Sabbatical leave may be terminated if the grantee is placed on probationary status by his/her college or university.
4. Falsification of information supplied by the teacher in his/her application may be cause for discipline including discharge.
5. The recipient of such leave shall advance in salary as if regularly employed, and he/she shall be reassigned to his/her former position, if possible, or to a position of comparable nature.

18.6 EXCHANGE TEACHING PROGRAM. A leave of absence, without pay and not to exceed two (2) years, shall be granted to any teacher upon application for the purpose of participating in teacher exchange programs in other states, territories, or countries, provided said teacher states his/her intention to return to District 4, and further provided that the Board receives a teacher of like caliber under the program to teach during the leave period. Upon returning from such leave, a teacher shall advance in salary as he/she would have been had he/she taught in the District during such period.

18.7 JURY DUTY LEAVE. Teachers shall suffer no loss of pay because of jury service, provided, however, that the teacher shall reimburse the Board in the amount payable for such jury service, minus travel and meal expenses, no later than thirty (30) calendar days following such service or the end of school, whichever is earlier.

18.8 MILITARY LEAVE. Leave of absence for military service shall be granted in accordance with the applicable provision of State and Federal Law. The teacher shall notify the Board Office within thirty (30) calendar days after discharge of his/her intent to return to teaching in District 4. Tenured teachers shall return with tenure status.

18.9 LEAVE OF ABSENCE. Leaves of absence for reasons other than those already specified may be granted, without pay, if the leave is recommended by the Superintendent and approved by the Board of Education. Leaves that are for full-time participants in the Peace Corps, Teacher's Corps, or Job Corps will advance in salary as if the teacher had taught in the District during such a period.

ARTICLE XIX

PROFESSIONAL COMPENSATION AND RELATED PROVISION

19.1 SUPPLEMENTARY POLICIES.

- A. The Board may (but shall not be required), upon the recommendation of the Superintendent of Schools, assign new teachers a salary which reflects some or all of the previous experience, training, education, degree, and related factors of each teacher. Thereafter, the teacher shall progress in salary, as will all of the teachers.
- B. The Board will pay teachers' salaries in accordance with the Addison School District 4 Salary Guidelines as shown in 19.3.
- C. Extra duty pay shall be in accordance with the scale shown in Appendix A.
- D. Eligible teachers may participate in the Board's Retirement Benefit in Appendix B.

19.2 PAYROLL PROCEDURES.

- A. Salaries will be paid semi-monthly over a twelve (12) month period on the fifteenth and the last day of the month.
- B. Payroll deductions for Association, IEA, and NEA dues shall be made on an authorization form supplied by the Association. Such form shall be approved by mutual agreement between the Association and Superintendent.
- C. All employee contributions required by the Teachers' Retirement System shall be remitted to the Teachers' Retirement System and shall be excludable from the gross income, according to current statute.

19.3 SALARY GUIDELINES.

STARTING SALARY - Starting salaries for new teachers will be established off of an annual base salary of:

- 1. 2016/2017 school year - \$42,645
- 2. 2017/2018 school year - \$43,711
- 3. 2018/2019 school year - \$44,803

SALARY ADVANCEMENT GUIDELINES - salary increases are calculated on two variables:

- A. Longevity Increase:
 - 1. 2016/2017 school year - 5% salary increase for all teachers.
 - a. Targeted Salary Increase - An additional \$1,000 one-time increase for teachers who were initially hired in a licensed position by the school district between August 1997 through June 2011.
 - 2. 2017/2018 school year - 4.5% salary increase for all teachers.
 - 3. 2018/2019 school year - 4.5% salary increase for all teachers.
- B. Educational Advancement Increase: In order for a teacher to receive an educational advancement increase, the teacher must first submit a Continuing Education Approval form to the Superintendent for approval seven (7) days prior to the start of any

coursework or program. The course or program approved must be at the graduate level, unless an undergraduate level course(s) is a prerequisite for the attainment of additional state licensure, is a prerequisite for an approved advanced degree program, or is required to meet ISBE rules and regulations governing qualifications for teaching in specific content areas. All courses must be designed, taught, and evaluated by staff affiliated with the institution of higher learning granting credit.

Courses for educational advancement may be used towards a Master's degree, endorsement/approval, or for professional growth opportunities. All course work must be approved by the Superintendent and will:

- a. enhance professional practice of the teacher for their current employment assignment;
- or-
- b. prepare the teacher for an employment assignment of interest that would benefit the school district.

Teachers that complete the approved coursework or program will receive a \$1250 increase in salary for the completion of each 15 semester hour increment of graduate level course work. Those achieving a Master's degree will receive a \$2250 increase in salary. Incremental salary changes will be limited to one per year per individual. The number of educational advancement approvals will be unlimited in the first year of this Agreement but then limited to 30 in year 2 and 30 in year 3 with no rollover of unused slots. The maximum advancement increase will be for 30 semester hours past a Master's degree.

It is the responsibility of the teacher to complete and submit the Educational Advancement Application form along with official transcripts, to the Superintendent after completion of an approved 15 semester hour increment of graduate level coursework or after achieving a Master's degree.

19.4 HEALTH AND DENTAL INSURANCE. The level of health and dental insurance benefits presently in effect as of July 1, 2016 will be continued during the term of this Agreement, except as may be modified herein through the recommendation of the Insurance Advisory Board as referred in 8.1. Premiums will be paid by the Board of Education and the teacher's contributions at the percentages as listed in the schedule attached to this article 19.4.

Newly hired teachers shall receive a copy of current benefit plans upon commencement of employment. In the event of a change in the existing policy, a copy of such change will be issued to each teacher within thirty (30) calendar days thereof.

Any teacher dismissed as a result of an official resolution covering a reduction in force will be allowed to remain in the District insurance program as approved by the insurance carrier. Premiums shall be paid by the teacher. This provision shall only extend to the recognized recall period as provided by statute. In addition, teachers who retire prior to Medicare eligibility may retain their insurance, at their own expense, if approved by the Board and insurance carrier, until becoming Medicare eligible.

Part time teachers who are working an equivalent of half time or more are eligible for health insurance benefits at a premium rate according to the schedule of insurance benefit rates for part time teachers.

In the event that the legislature changes the parameters guiding health care benefits under health care reform efforts, the Board of Education and the Association agree to reopen the Health and Dental Insurance terms under the contract and to negotiate new terms.

Legend: % Board paid / % Employee paid

HEALTH INSURANCE FULL TIME	Single	Single + spouse	Single + children	Family
	88%/12%	55%/45%	55%/45%	55%/45%

HEALTH INSURANCE PART TIME (.5FTE or higher)	Single	Single + spouse	Single + children	Family
	42%/58%	33%/67%	33%/67%	33%/67%

DENTAL INSURANCE FULL TIME	Single	Family
	100%/0%	<i>Premium above the single dental cost is paid by the employee</i>

DENTAL INSURANCE PART TIME (.5FTE or higher)	Single	Family
	67%/33%	<i>Premium above the single dental cost is paid by the employee</i>

19.5 LIFE AND DISABILITY INSURANCE. Teachers will receive group life insurance coverage of \$30,000. Premiums for this life insurance coverage will be paid by the Board of Education. Teachers will also receive long term disability insurance coverage with premiums paid by the Board of Education.

19.6 TUITION REIMBURSEMENT. It is the desire of both the Addison Teachers' Association and the Board of Education that teachers continue their professional development. Therefore, the Board of Education is willing to contribute to the cost of furthering a teacher's education if he/she is currently employed or on sabbatical leave. This is intended for graduate studies. Any coursework taken for undergraduate studies must be pre-approved by the Superintendent following the guidelines stated in 19.3.B of this agreement. It is further agreed that the Board of Education will contribute a maximum of \$125 per semester hour for each course to a maximum of nine (9) semester hours during the District's fiscal year (July 1 through June 30). The date of the first day of class will determine the fiscal year to which the tuition reimbursement will be charged.

The following items represent the conditions necessary for teacher reimbursement:

- A. The member will complete the Continuing Education Approval form and submit to the Superintendent for approval no later than seven (7) working days prior to the start

- of the course or program. The original form will be kept on file in the Superintendent's office and a copy will be provided to the member and the principal within five (5) working days, indicating approval or denial of the course or program.
- B. The member must complete and submit a Graduate Course Approval and Reimbursement Form for approval to the Superintendent for each course no later than seven (7) working days prior to the start of the class. Once acted upon, the original will be returned to the member.
 - C. Upon completion of the course, it is the member's responsibility to return the following items to the Superintendent's office:
 - 1. Completed Graduate Course Approval and Reimbursement form.
 - 2. A grade report indicating that a grade of "A", "B", or "Pass" was earned for the course. If a grade of "Pass" is given, a written evaluation from the instructor of the course must be presented stating that the quality of the coursework was either an "A" or "B."
 - 3. Evidence of the teacher's payment for the course.
 - D. All Evidence must be submitted to the Superintendent's office no later than 45 days after the completion of each course.
 - E. If extenuating circumstances occur that affect course selection, a change to the form may be made after the beginning of the course, if approved by the Superintendent.

Finally, the Board of Education reserves the right to direct a teacher to take a particular course when it believes the course is necessary to update the teacher's educational background. In such case, the Board shall reimburse the teacher, according to the provisions of this agreement, for the full tuition cost. The Board cannot require more than one (1) such course in any fiscal year.

19.7 STUDENT TEACHER FEES. Fees received by the Board for the placement of student teachers shall be paid accordingly:

- A. 100% to the supervising teacher.
- B. Credit toward college courses granted to the Board for each individual student teacher placement shall be awarded totally to the supervising teacher. If the supervising teacher declines the course, it will be posted for applicants.

ARTICLE XX

REDUCTION IN PERSONNEL AND ANNEXATION, CONSOLIDATION, OR OTHER RE-ORGANIZATION OF THE DISTRICT

20.1 If the removal or dismissal results from the decision of the Board to decrease the number of teachers employed by the Board or to discontinue some particular type of teaching service, written notice shall be given to the teacher by registered mail at least forty-five (45) days before the end of the school term, together with a statement of honorable dismissal and the reason therefore.

20.2 Seniority shall be defined as follows:

- A. 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 thirty (30) consecutive employment days or more shall not be

counted in determining seniority. Years shall be computed on a ten (10) month school year.

- B. If the years of continuous teaching service are equal between two (2) or more tenured teachers, seniority shall be determined by total years of continuous tenured teaching service with 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 thirty (30) consecutive employment days or more shall not be counted in determining seniority.
- C. If the years of total continuous tenured teaching service with the School District are equal between two (2) or more tenured 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 A and B above.
- D. If the total years of teaching service with the District are equal between two (2) or more teachers, then seniority shall be determined by approved Educational Advancement increases outlined in 19.3.
- E. If approved advanced academic training is equal between two (2) or more teachers, then seniority shall be determined by total years of public and/or private teaching service outside the School District. Such service shall be computed in the manner described in A and B above.
- F. If total teaching service outside the District is equal between two (2) or more teachers, then seniority shall be determined at the discretion of the Board of Education.

ARTICLE XXI

GRIEVANCE PROCEDURE

21.1 DEFINITIONS.

- A. Any claim by the Association or a teacher that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement shall constitute a grievance.
- B. All time limits consist of teacher employment days, unless otherwise noted. When a grievance is submitted less than ten (10) days before the close of the current school term, time limits shall consist of all days the District Office is open for business in order that the matters may be resolved before the close of the school term or as soon thereafter as possible.
- C. The filing of a grievance shall be within thirty (30) business days from the date of the occurrence or when the grievant might reasonably have ascertained the event giving rise to the grievance provided, however, that notwithstanding anything contained herein to the contrary, it is expressly understood by the parties that no grievance arising out of this Agreement may be filed more than sixty (60) calendar days after the date of the initial occurrence of the conduct, act, or omission claimed to constitute a grievance.

21.2 PROCEDURE. The parties hereto acknowledge that it is usually most desirable for a teacher and his/her immediately involved supervisor to resolve problems through free and informal communications. When requested by the teacher, an Association representative may accompany the teacher to assist in the informal resolution of the grievance. If, however, such

informal processes fail to satisfy the teacher or the Association, a grievance may be processed as follows:

- A. The teacher or the Association may present the grievance in writing to the supervisor immediately involved within thirty (30) days of the occurrence giving rise to the grievance, who will arrange for a meeting to take place within five (5) business days after receipt of the grievance. The supervisor shall respond to the Association within five (5) business days after the meeting. This answer shall include the reason for the decision.
- B. If the grievance is not resolved at Step A, then the grievance may be referred to the Superintendent, or his/her official designee, within six (6) business days after receipt of the Step A answer or within eight (8) business days after Step A meeting, whichever is later. The Superintendent shall arrange for a meeting to take place within five (5) business days of his/her receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counsel as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent shall have five (5) business days in which to provide his/her written decision, with reasons to the Association and the grievant.
- C. If the Association is not satisfied with the disposition of the grievance at Step B, or the time limits expire without the issuance of the Superintendent's written reply, the Association may submit the grievance to final and binding arbitration by an arbitrator from the American Arbitration Association who shall act as the administrator of the proceedings. If a demand for arbitration is not filed with the American Arbitration Association within thirty (30) calendar days of the date of the Step B answer, unless the parties mutually agree to select a private arbitrator within such time limits, then the grievance shall be deemed withdrawn.
 1. Neither the Board nor the Association shall be permitted to assert any grounds or evidence before the arbitrator which was not previously disclosed to the other party.
 2. The arbitrator shall have no power to alter the terms of this Agreement.
 3. The arbitrator is empowered to include in any award such financial reimbursements or other remedies as he/she judges to be proper.
 4. Each party shall bear the full costs for its representation in the arbitration. Any cost for the arbitrator shall be equally divided between the Board and the Association.

21.3 BY-PASS TO STEP B. If the Association and the Superintendent agree, Step A of the grievance procedure may be by-passed and the grievance brought directly to Step B.

21.4 CLASS GRIEVANCE. Class grievances involving one or more teachers or one or more supervisors and grievances involving an administrator above the building level may be initially filed by the Association at Step B.

21.5 ASSOCIATION PARTICIPATION - TEACHER REPRESENTED. The Board acknowledges the right of the Association to participate in the processing of a grievance at any

formal level, and no teacher shall be required to discuss any grievance if the Association's representative is not present.

21.6 ASSOCIATION PARTICIPATION - TEACHER NOT REPRESENTED. When a teacher is not represented by the Association, on its request the Association shall have the right to have its representative present to state its views at all formal stages of the grievance procedure.

21.7 RELEASED TIME. Should the processing of any grievance require that a teacher or that an Association representative be released from his/her regular assignment, he/she shall be released without loss of pay or benefits.

21.8 FILING OF MATERIALS. All records dealing with the processing of a grievance shall be filed separately from the personnel file of the participants.

21.9 GRIEVANCE WITHDRAWN. A grievance may be withdrawn at any level without establishing a precedent.

21.10 NO REPRISALS. No reprisals of any kind will be taken by the Board of Education against any teacher because of his/her participation in this grievance procedure.

21.11 FURNISHING OF INFORMATION. The Board and the Administration will furnish the Association with such information as is requested and relevant for the processing of any grievance. The cost of reproducing any material shall be paid by the grievant or the Association.

21.12 EXTENSION OF TIME LIMITS. An extension of time limits may be granted if both parties mutually agree to such an extension.

21.13 EXCLUSION OF REMEDIES. In the event a teacher of the bargaining unit commences a proceeding in any state or federal court or administrative agency against the Board and/or Administration, charging the Board and/or Administration with an alleged violation of any of the terms of this Agreement, such remedy shall be exclusive and the said teacher shall be barred from invoking any remedy by this grievance procedure, while pursuing the grievance before another agency.

21.14 POLICY GRIEVANCE. Notwithstanding the provisions of this Article, the Association or an individual teacher of the bargaining unit may file a grievance claiming a violation, misinterpretation, or misapplication of any Board policy concerning hours and working conditions as it may pertain to bargaining unit teachers, and the same grievance shall be deemed a Policy Grievance. All of the conditions of this Article shall be applicable to such Policy Grievance with the exception that the final review of such grievance shall lie with the Board of Education and there shall be no appeal therefrom.

ARTICLE XXII

ACADEMIC FREEDOM

Academic freedom shall be guaranteed to teachers, and no arbitrary limitations shall be placed upon study, investigation, presentation, and interpretation of facts and ideas concerning man, human society, the physical and biological world, and other branches of learning when presented in accordance with the accepted standards of the curriculum set forth by the School District.

ARTICLE XXIII

EFFECT OF THE AGREEMENT

23.1 SEPARABILITY. If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unconstitutional or illegal, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

23.2 CHALLENGES TO OR CHANGE IN EXCLUSIVE REPRESENTATIVE. The Association and the Board agree to follow all applicable provisions of law with respect to challenges to or changes in the exclusive bargaining agent for individuals covered under this Agreement.

23.3 DURATION. This Agreement shall be effective July 1, 2016 and shall remain in full force and effect through June 30, 2019.

23.4 RATIFICATION. This Agreement is signed this 30th day of November 2016.

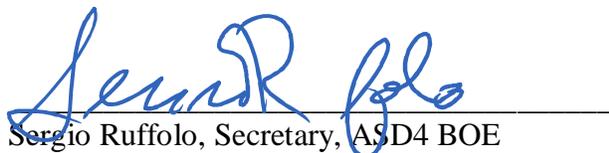
ADDISON SCHOOL DISTRICT 4 ADDISON TEACHERS ASSOCIATION



David Williams, President, ASD4 BOE



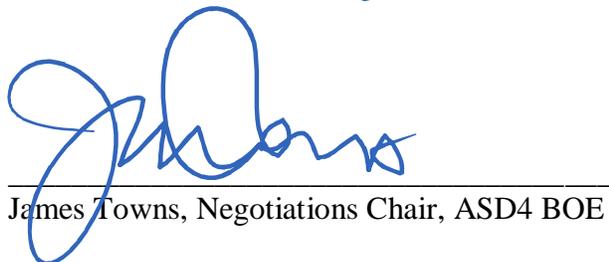
Stacy Hahn, Co-President, ATA



Sergio Ruffolo, Secretary, ASD4 BOE



Robert Wojtas, Co-President, ATA



James Towns, Negotiations Chair, ASD4 BOE



Janelle Bledsoe, Negotiations Co-Chair, ATA



Kim Heupel, Negotiations Co-Chair, ATA

Appendix A

EXTRA DUTY

Extra duty shall be compensated on the following schedule in addition to annual salary (all extra duty compensation is computed on the starting salary as identified in 19.3 of the Negotiated Agreement):

DISTRICT EXTRA DUTY ASSIGNMENTS

Bus Duty	\$10.00/60 Min. Hour
Lunchroom Supervisor	5%
Band, Orchestra, Elementary School Band (for each full time extra duty position)	5.63%
Research/Development/Curriculum Work/ Summer School/Internal Substitute Teacher	\$28 per hour
Mentor	\$750 per year per protégé - Year 1 \$375 per year per protégé - Year 2
Technology Assistant	2.5%

Club/Activity Sponsor

The Club/Activity Sponsor shall be required to submit a proposal for approval from the principal and the Board of Education. The District will limit the Club/Activity sponsor budget to \$6,000 per year. The sponsor will be compensated using the schedule as shown.

Hours Per Year	% of Base
9-17	½%
18-26	1%
27-35	1 ½%
36-44	2%
45-53	2 ½%
54+	3%

Appendix A (Continued)

INDIAN TRAIL JR. HIGH EXTRA DUTY ASSIGNMENTS

	HEAD	ASST.
Cross Country	5 ½%	4%
7 th or 8 th Grade Girls or Boys Basketball	7%	
Wrestling	7%	5%
Track	5 ½%	4%
7 th or 8 th Grade Girls or Boys Volleyball	7%	
Spirit Squad	5%	
Student Council	3%	
Swing Choir	3%	
Regular/Special Area Team Leaders	7%	
Curriculum Consultant	3 ½%	
After School Detention	5%	
Drama	4%	3%
Official Game Scorekeeper, Timer and Supervisor	\$20 per game	

ELEMENTARY EXTRA DUTY ASSIGNMENTS

Student Council Per Building	3%
Consultants (Art, Music, PE, Media Center)	5%
Assistant to the Elementary Principal	5%

These positions may be offered to qualified teachers. If no qualified teacher volunteers for such work, non-bargaining unit employees may be assigned at such rates of pay.

Appendix A (Continued)

IN-DISTRICT TRAVEL REIMBURSEMENT

Any teacher who must travel between buildings as a part of his/her teaching duties shall be compensated at a rate comparable to the maximum Internal Revenue Service allotment in effect on September 1 each year. As a basis for the compensation herein specified, each eligible teacher shall provide evidence of carrying sufficient insurance to meet at least minimum state legal requirements, and that such insurance will be in force during the period in which the vehicle will be used in school service, with a copy being on file in the District's Business Office.

Appendix B

RETIREMENT BENEFIT

- A. Teachers with service to School District 4 for twenty (20) years or more and who qualify for retirement benefits from the Illinois Teachers' Retirement System without any required employer ERO contribution, may elect to participate in this plan of the District 4 retirement program.
- B. Each qualifying teacher must file a written notice of retirement to the Superintendent of Schools by June 30th of the previous year of which they plan to retire.
- C. The teachers eligible for this plan will receive 4% increases over the previous year's salary for each of their final two years.

The 4% salary increase shall not be based on any extracurricular stipends or additional salary amounts beyond the base salary. However, teachers who give notice of retirement pursuant to this provision shall not receive pay increases that result in the Board being responsible for additional penalties or payments to TRS. In the event that penalties would be incurred, because the total amount of increase exceeds 6% resulting from stipends or extra duty pay, the total amount of increase will be capped at 6%.

In cases of emergency, a teacher may revoke his/her notice until the Board of Education has approved or denied the notice. The Board shall inform the employee of its decision no later than September 30th following the notification deadline.

In the event that the legislature or TRS changes the parameters of creditable earnings for purposes of retirement, or alters the financial liability of the Board under this plan, the Board of Education and the Association agree to reopen the retirement benefit terms under the contract and to negotiate new terms.

Appendix C
**CONTINUING EDUCATION
APPROVAL FORM**



Addison 4
School District
ADDISON | ILLINOIS | SINCE 1842
Excellence 4 ALL

This form is to be used if you plan to take courses that may be used towards a Master's degree, endorsement/approval, or for professional growth opportunities. All coursework must be approved by the Superintendent and will:

- a. enhance professional practice of the teacher for their current employment assignment or
- b. prepare the teacher for an employment assignment of interest that would benefit the school district.

This form must be completed and submitted to the Superintendent for approval at least seven (7) days prior to the start of a course or program. You will only be required to complete this form once, unless you begin a second program or take additional coursework. It will be kept on file for reference in making Educational Advancement decisions. A copy will be returned to the teacher and the principal within five (5) days, indicating approval or denial.

Teacher's Name: _____

School: _____ Current Assignment: _____

Select One:

- _____ Master's Degree Program
- _____ Endorsement/Approval Type: _____
- _____ Professional Growth Opportunity Type of Course: _____

Rationale for enrolling in the course or program: _____

Employee's Signature

Date

To be completed by the Superintendent or designee:

Based on the criteria outlined in the 19.3 and 19.6 of the Agreement, this continuing education request is:

- _____ Approved _____ Denied

Rationale for decision:

Superintendent's Signature or designee

Date

EDUCATIONAL ADVANCEMENT APPLICATION



After completion of an approved 15 semester hour increment of graduate level coursework or after achieving an approved Master’s degree, please submit this form along with official transcripts to the Superintendent by August 30th or January 30th.

Teachers that complete the approved coursework or program will receive a \$1250 increase in salary for the completion of each 15 semester hour increment of graduate level course work.

Those achieving a Master’s degree will receive a \$2250 increase in salary. Incremental salary changes will be limited to one per year per individual. The number of educational advancement approvals will be unlimited in the first year of this Agreement but then limited to 30 in year 2 and 30 in year 3 with no rollover of unused slots. The maximum advancement increase will be for 30 semester hours past a Master’s degree.

Teacher’s Name: _____ Date: _____

School Year: _____

Circle the appropriate status:

Current Status: BA BA+15 BA +30 MA MA+15 MA +30

New Status: BA BA+15 BA +30 MA MA+15 MA +30

Employee’s Signature

Date

The Superintendent’s office will inform teacher of the salary increase within ten days. The salary increase will go into effect with the first pay period after the August 30 or January 30 deadline.

GRADUATE COURSE APPROVAL AND REIMBURSEMENT FORM



Instructions: Complete this form and submit a hardcopy to the Superintendent’s office for initial approval seven (7) days prior to the beginning of the course. The original will be returned to the teacher.

After completing the course, send the original form back to the office of the Superintendent with your final grade report and proof of payment. All documents must be submitted no later than 45 days after the completion of the course. You will then receive reimbursement according to the 19.6 of the Agreement.

Teacher’s Name: _____ Date Submitted: _____

School: _____ Current Assignment: _____

Complete the following Course Information: It is necessary that you list only courses that are completed in the same fiscal year (July 1-June 30)

College/University: _____ School Year: _____

Course Title: _____ Course Number: _____

Beginning Date: _____ Semester Hours: _____

Course Description:

Rationale for taking course: _____

Check only one:

- Tuition Reimbursement
- Educational Advancement
- Both Tuition Reimbursement and Educational Advancement

To be completed by the Superintendent or designee:

Based on the criteria outlined in the 19.3 and 19.6 of the Agreement, this graduate course request is:

_____Approved _____Denied

Rationale for decision:

Superintendent’s Signature or designee *Date*

Appendix E (Continued)

Reimbursement Information:

Complete the information below and return with a grade report and proof of payment. Do not include books, supplies or other fees. A grade of "A" or "B" is necessary to receive any reimbursement. If a grade of "Pass" is given, a written evaluation from the instructor of the course must be presented stating that the quality of the coursework was either an "A" or "B."

Course Title: _____ Course Number: _____

Beginning Date: _____ Semester Hours: _____

Final Grade: _____ Tuition Cost: _____

I have completed the course listed above and wish to be reimbursed by the Board of Education according to the Agreement.

Employee's Signature

Date

To be completed by the Superintendent or designee:

Based on the criteria outlined in the 19.6 of the Agreement, this graduate course reimbursement is paid in the amount of: \$ _____

Superintendent's Signature or designee

Date