AGREEMENT

BETWEEN

BOARD OF EDUCATION OF SOUTH HOLLAND SCHOOL DISTRICT 150

AND

DISTRICT 150 EDUCATIONAL ORGANIZATION, IEA/NEA

2014-2015, 2015-2016, 2016-2017

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AGREEMENT

BETWEEN

BOARD OF EDUCATION OF SOUTH HOLLAND SCHOOL DISTRICT 150

AND

DISTRICT 150 EDUCATIONAL ORGANIZATION, IEA/NEA

2014-15 through 2016-17

ARTICLE I RECOGNITION

This Agreement is entered into this 1st day of August 2014, by and between the Board of Education of South Holland School District 150, Cook County, Illinois, hereinafter referred to as the "Board" and the District 150 Educational Organization, IEA/NEA, hereinafter referred to as the "Organization" or "DEO."

The Organization is recognized as the sole and exclusive bargaining representative with regard to wages, hours and terms and conditions of employment for all full time regularly employed certified teaching personnel who have entered in contractual service of District 150. The following employees are excluded from the unit: the Superintendent, Building Principal(s), Assistant Principal(s), and all administrative personnel having the authority to hire, transfer, assign, evaluate, promote, discharge, discipline or process grievances of other employees, or to effectively recommend such actions; all non-certified employees; those teachers and other personnel who are employed and/or supervised by any cooperative agency whose duty is to serve the Board; all confidential employees and managerial employees; and all part-time and substitute employees; certified and non-certified non-teaching personnel. The term "Teacher" or "Bargaining Unit Member" when used hereinafter in the Agreement shall refer to all employees represented by the Organization. The term "Board" or "District" when used hereinafter in the Agreement shall refer to the Board of Education or its Administrative agents.

ARTICLE II ORGANIZATION RIGHTS

2.1 Right of Representation

The Organization agrees to represent equally and without prejudice all members of the bargaining unit for purposes of negotiations with the Board and for the processing of grievances.

2.2 Use of Designated Bulletin Boards

The Organization shall have the right to post notices of its activities and matters of Organization concern on bulletin boards designated by the Superintendent in the teacher lounges.

2.3 Use of School Mail Services

The Organization shall have the right to use the District mailboxes established for the teachers in each building for a reasonable volume of appropriate announcements relating to Organization business, provided such use does not interfere with normal District mail operations or violate state or federal law. The DEO President should consult the Superintendent if any questions arise as to whether the contemplated use of the mail services would either interfere with normal mail operation or violate the law. Annually, the Superintendent or designee will meet with the DEO Executive Board to review the *Illinois Ethics Act* and determine how best to communicate information about the *Act* to those with authority to use the school mailboxes and/or mail services. The Organization shall not use the District mail boxes to disseminate information regarding planned or actual strikes, work stoppages or slowdowns within District 150.

2.4 Use of School Buildings

The Organization shall have the right to use the school district buildings for meetings before or after regular school hours, provided that these meetings do not interfere with or interrupt normal school operations. The time, date and space required for such meetings must be approved in advance by the Building Principal. The Organization shall pay costs, if any, associated with such meetings as defined in the Board Building Rental Policy.

2.5 Release Time for Organizational Business

The Organization shall be entitled to ten (10) days leave per year. Such leaves shall be distributed at the discretion of the Organization executive board upon receiving written approval on specific dates by the Superintendent or designee. The Superintendent or designee shall respond within three (3) working days of receiving each request. The Organization shall reimburse the District for the cost of a substitute for each day of Organization leave used.

2.6 Organizational Rights

The President of the Organization or his/her designee shall be furnished a copy of the approved minutes of the Board meetings.

2.7 Fair Share Agreement

A. Each bargaining unit member as a condition for his/her employment, on or before thirty (30) days from the date of commencement of duties, shall join the

Organization or pay a fair share fee to the Organization equivalent to the amount of dues uniformly required of members of the Organization, including local, state and national dues.

- B. In the event that the bargaining unit member does not pay his/her fair share fee directly to the Organization by a certain date as established by the Organization, the Board shall deduct the fair share fee from the wages of the non-member in the same manner as deductions are made for the Organization members.
- C. Such fee shall be paid to the Organization by the Board no later than ten (10) days following deduction, except as may be otherwise required by the Illinois statute relative to monies deducted from an individual with bona fide religious objections.
- D. In the event of any legal action against the Board brought in a court or administrative agency because of its compliance with this Article, the Organization agrees to defend such action, at its own expense and through its own counsel, provided:
 - 1. The Board gives immediate notice of such action in writing to the Organization, and permits the Organization intervention as a party if it so desires, and
 - 2. The Board gives full and complete cooperation to the Organization and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.
- E. The Organization agrees that in any action so defended, it will indemnify and hold harmless the Board from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Board's compliance with this Article.

F. Exception

It is expressly understood that this save harmless provision will not apply as to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct or negligent action by the Board. Nor will this save harmless provision apply if any attorney retained by the Board shall fail to cooperate in any provision of this fair share agreement.

2.8 Labor/Management Meetings

The Organization President, the Superintendent and any relevant parties shall meet every other month, or sooner as otherwise agreed, to discuss matters of concern. In the event a topic relates to a concern at the building level, a meeting with the principal will occur prior to the meeting with the Superintendent. The Organization President and Superintendent will develop a meeting agenda at least two weeks in advance of a scheduled meeting, subject to mutual modification thereafter.

ARTICLE III GRIEVANCE PROCEDURE

3.1 Definitions

- A. A claim made by a teacher, group of teachers, or the Organization that there has been a violation or misapplication of terms of the Agreement shall constitute a grievance, except for those Sections of the Agreement specifically excluded from the grievance procedure.
- B. Any grievance must be filed at the First Step within fifteen (15) days of the occurrence giving rise to the grievance. Failure to file within this time period shall constitute a bar to the processing of the grievance.
- C. All time limits contained herein consist of school days, (scheduled attendance for all pupils) except that when a grievance is submitted less than fifteen (15) days before the close of the school term the time limits shall be switched to business days and shall be doubled. The failure of the teacher(s) or the Organization to act within the time limits set forth herein shall act as a bar to any further appeal. The failure of an administrator to render a decision or to meet within the time limits set forth shall permit the teacher(s) or the Organization to proceed to the next step. Time limits can only be extended by written request not to exceed five (5) additional days or because of previously planned vacation times by teachers, principals or Superintendent.
- D. To constitute an effective filing, a written grievance must contain the following information:
 - 1. A description of the occurrence giving rise to the grievance, including names, dates and places necessary for a complete understanding of the grievance.

- 2. A listing of the specific provisions of this Agreement alleged to have been violated or misapplied.
- 3. State the remedy required to resolve the grievance.

3.2 Procedure

The parties acknowledge that it is usually most desirable for a teacher and his/her immediately involved supervisor to resolve problems through free and informal communication. However, if such informal processes fail to satisfy the teacher, a grievance may be processed as follows:

Step One

The teacher(s) or the Organization's representative shall present the grievance in writing to the Building Principal who will arrange for a meeting to take place within five (5) days of the receipt of the written grievance. Within five (5) days of the meeting, the principal shall provide the grievant with a written decision. If an individual or group file a grievance without Organization representation, then the Organization President will be notified within five (5) days, and District 150 Educational Organization's Representative will be entitled to be present at the hearing.

Step Two

In the event the grievance is not satisfactorily resolved at Step One, the grievant(s) and/or Organization may file a grievance with the Superintendent or his/her official designee within ten (10) days of the receipt of the Step One written decision. Upon receipt of the grievance, the Superintendent shall arrange for a meeting with the grievant and/or any representative of the Organization, if any, to take place within five (5) days. Within ten (10) days of the Step Two meeting, the Superintendent shall provide the grievant with a written decision.

Step Three

If the grievance is not resolved at Step Two, the grievant and/or the Organization may, within ten (10) days of the Step Two response, submit the grievance in writing, to the Board. The Board shall arrange to hear the grievance at the next regularly scheduled Board meeting if notified seven (7) days prior to meeting date. Within seven (7) days of the Step Three meeting, the grievant will receive a written response. A grievance hearing shall be conducted in Executive Session at the request of the grievant and if allowable by the Illinois Open Meetings Act.

Step Four

If the grievance is not resolved in Step Three, the Organization may submit the grievance to final and binding arbitration. If a demand for arbitration is not filed within thirty (30) days of the date for the Step Three written decision, the grievance shall be deemed withdrawn. Any materials or documents relating to a grievance shall be filed separately from the teacher's personnel file. No reprisals shall be taken by the Board, the administration, or the Organization against any employee because of the employee's participation or non-participation in a grievance.

A. Arbitrator Appointment

The arbitrator shall be appointed jointly by the Board and the Organization. If those two parties cannot agree on an arbitrator, the arbitrator shall be appointed by the Federal Mediation and Conciliation Services (FMCS) or the American Arbitration Association (AAA) in accordance with their "Voluntary Labor Arbitration Rules," and specifically the section dealing the "Appointment From Panel."

B. Limitations

Arbitration is limited solely and simply to interpretation and implementation of the terms of this Agreement. The arbitrator shall not have the power to add to, subtract from, alter, or modify in any way, any of the terms or conditions of the Agreement.

C. Costs of Arbitration

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

3.3 Class Grievance

Class grievances involving one or more teachers shall be initially filed by the Organization at Step Two. If either party refuses to allow consolidation of what are properly class grievances, the party refusing to allow consolidation shall bear the full costs of each grievance which is heard as a separate matter.

3.4 No Reprisals

No reprisals shall be taken by the Board or the Administration against any employee because of the employee's participation or non-participation in a grievance.

3.5 Release Time

At Step Two or higher, should the employee or the Organization's representative need to be released from their regular assignment to attend a meeting called by the administration or the Board, the employee or representative shall be released without loss of pay or benefits.

3.6 Grievance Withdrawal

A grievance may be withdrawn at any level without establishing precedent.

ARTICLE IV REDUCTION IN STAFF

4.1 Intent

When the Board deems it necessary to reduce the number of teachers in the District because of reasons such as, but not limited to declining enrollments, inadequate finance, the elimination of programs, or consolidation, an effort will be made to make reductions through attrition. If this is not possible, then reductions shall be in accordance with applicable law.

4.2 Teacher Reassignment

Tenured teachers may be given the opportunity to teach in other areas not filled by tenured employees for which they meet the requirements for proper certification of the Illinois State Board of Education, when such certification is on file at least sixty (60) days before the end of the school year preceding reduction. Such transfers shall be contingent upon experience in the grade levels or subject area available.

4.3 Seniority

- A. For the purpose of this Article, seniority shall be defined as the number of years and/or days a teacher has performed continuous contractual teaching service within the District.
 - A teacher will gain one year of seniority if he/she performs teaching duties and/or is using authorized sick leave for 136 or more scheduled workdays of the school year.
 - 2. A teacher who has been drafted by a military service will receive one year of seniority for every year of military service up to a maximum of five (5) years.
 - 3. A teacher working less than 136 days in a school year will gain days of seniority for every day -
 - Teaching and/or using accumulated sick leave.
 - Teaching part-time under contract within the district. Such service will be prorated and converted to number of days.
 - 4. For every 180 days earned using the daily count method, a full year will be added to that teacher's seniority.
- B. Seniority years or days will not accumulate during periods of
 - Leaves of absence
 - Child-rearing leaves
 - Unpaid leaves
 - Honorable dismissal due to reduction-in-staff

4.4 Recall from Reduction in Staff

A teacher who has been reduced from the staff is entitled to recall if the teacher is certified for a vacancy and if the District has any vacancies for the following school term or within one calendar year from the beginning of the following school term.

4.5 Bridging of Prior Seniority Within the District

Teachers who have interrupted service within the District will be able to retain prior years of seniority only under the following circumstances.

- A. If a teacher who is taking leave for child-bearing, child-rearing, or child-adopting purposes meets the following conditions:
 - 1. The teacher returns for full-time teaching within the District.
 - 2. The return must be accomplished during the balance of the current school year in which maternity leave begins, or, if the teacher desires, one additional full school year may be added to the leave. If the maternity leave was granted during the summer vacation, one full school year leave will be allowed.
- B. If teachers who are promoted or transferred out of the bargaining unit to an administrative position within the District, and subsequently return to the bargaining unit their seniority shall be computed from their first day of original employment. They will be given seniority credit for the time spent outside the bargaining unit at the rate of one (1) year seniority for each school year.
- C. If teachers have been reduced from the staff and subsequently recalled as in 4.4 above.
- D. If teachers become military draftees, they will be allowed 2 full school years interruption in District service.
- E. If leaves of absence and unpaid leaves do not exceed one school year.

4.6 Seniority List

A seniority list, compiled by the Administrative Office in consultation with the Organization, will be published by February 1st of each year. A copy of the list will be provided to the DEO president and a copy will be posted in each teacher lounge. The list will include names of teachers, years of service, and type(s) of certification. A teacher or the Organization has the right, within 15 days of posting, to appeal in writing to the Superintendent suspected errors on the seniority list.

4.7 Privilege of Substituting

Dismissed employees shall be given every consideration for substitute teaching work in the District.

ARTICLE V WORKING CONDITIONS

5.1 Vacancies, Promotions and Transfers

- A. The Superintendent will post in the school building, a notice of all certified vacancies in positions as they occur. Except in the case of emergency, no vacancy shall be filled until such vacancy has been posted for at least five (5) working days. In the case of a vacancy occurring during the summer, except in the case of emergency, all staff will be notified by e-mail of the vacancy within ten (10) business days of the occurrence of the vacancy. Staff wanting to be notified by mail shall submit to the Superintendent, before the end of the school year, five (5) self-addressed, stamped envelopes. If mailings are not sent during the summer, the staff member may retrieve all self-addressed, stamped envelopes from the Superintendent. In filling a vacancy, the Superintendent shall consider the written request of a teacher to fill the position. Denial of request to fill the vacancy shall be in writing.
- B. Teachers may be reassigned to teach a different grade level or subject without their consent. In the event such a reassignment is necessary, the teacher affected shall be notified promptly, in writing, and given a reason, but no later than four (4) weeks prior to the start of a new school year whenever possible. The employee shall be allowed to resign if such reassignment is not acceptable.
- C. A teacher may request a reassignment to teach a different grade level or subject.

5.2 Notification of Assignments

All employees whose teaching assignment will change in the next school year shall be given notice of their tentative assignments for the forthcoming year no later than the last school day of the school year. In the event changes in such assignments are required, the employee affected shall be notified promptly, in writing and given a reason no later than four (4) weeks prior to the start of school whenever possible. The affected employee shall notify promptly in writing, the Superintendent of his/her intent. The employee shall be allowed to resign if such proposed change is not acceptable.

5.3 School Calendar

The school calendar shall consist of no more than one hundred eighty (180) teacher workdays. In addition, five (5) days shall be designated as snow or emergency closing days, which may be used in lieu of days lost from the days stated above because of emergency school closing and which, if not used, at the Board's discretion shall be declared non-student attendance days or special holidays to adjust the end of the school term.

This calendar shall be established by the Board in the spring of each year for the following school year. Times for vacations, length of vacations, starting date, and closing date will be determined by the Board after the teachers provide advisory input to the Superintendent.

5.4 Workday and Work Hours

The workday for bargaining unit members shall not be more than seven (7) hours ten (10) minutes.

- A. Employees shall be required to report to work at 8:20 a.m. and shall be released at 3:30 p.m. (hereinafter referred to "the workday").
- B. Each teacher shall be entitled to a minimum thirty (30) minutes duty-free lunch period during the 7 hour 10 minute workday. A teacher may be permitted to leave the building during his/her lunch period, provided he/she notified the Principal's office prior to leaving the building and upon his/her return. A teacher may not leave the building during his/her preparation or planning time. In the event of an emergency, as defined by the Building Principal, the teacher may be permitted to leave the building after notifying the Principal's office.
- C. In addition to the defined workday, teachers shall be required to attend the following:
 - 1. One (1) evening open house.
 - 2. Two (2) morning (8:50 a.m. to noon) and two (2) evening (4:00 p.m. to 8:00 p.m.) parent-teacher conferences
 - 3. One (1) evening parent-teachers' association session per year.
 - 4. Two (2) building meetings (8:00 a.m. to 8:30 a.m.) per month.
 - 5. One (1) District meeting (3:30 p.m. to 4:30 p.m.) per month. This meeting shall be reserved for the Superintendent or his/her designee for the purpose of disseminating information, discussing teaching and learning, and/or discussing District-wide business.

- 6. One (1) grade level or department meeting may be called monthly.
- 7. The Assistant Superintendent of Specialized Services may convene up to two (2) department meetings each month. These meetings may be held during or beyond the school day at the Assistant Superintendent's discretion and will not exceed one (1) hour in length.

Any of the above meetings that are called requires a seventy-two (72) hour notification, except in emergency situations, in which case reasonable notification shall be given. If a teacher cannot attend an emergency meeting, he/she shall notify the principal accordingly.

- D. Teachers are expected to serve on District and/or Building Committees. Administration shall predetermine the number of volunteers needed for each committee. The administration shall solicit volunteers. If the number of volunteers is insufficient to meet the committee's needs, the administration shall assign teachers to the committees.
 - The first teachers to be assigned will be those who are not currently participating on a committee.
 - In the event a teacher volunteers for a committee that meets after school hours and the teacher is assigned a second committee, the teacher will be compensated for the second committee at the rate specified in the Extra Duty Salary Schedule designated "other."
 - Each teacher shall be assigned no more than one committee per school year.
 - A teacher's failure to participate on a District and/or Building Committee when assigned or having volunteered may subject the teacher to discipline.
- E. The Organization and the District recognize the importance of developing a District curriculum. Due to the extensive time necessary to develop and maintain a viable curriculum, participants on the Curriculum Development Committee will meet to research, develop and modify the curriculum to meet the needs of our students across content and grade level.
 - For research and development, the Committee will meet up to 30 hours during the summer.
 - Once the curriculum is developed, it shall be reviewed and modified as needed.
 - The Committee and its designees will be compensated according to the Curriculum Development Memorandum of Understanding signed October 6, 2014.

5.5 Teacher Preparation Time

Members of the bargaining unit shall be scheduled for a minimum of two hundred (200) minutes of preparation time each normal workweek during the students' attendance time in blocks (minimum 4) of not less than thirty (30) consecutive minutes. From 8:20 A.M. to 8:45 A.M. and from 3:06 P.M. to 3:30 P.M. is additional preparation time for those teachers not assigned supervisory duties (i.e., playground supervision, hallway supervision, and/or bus supervision).

Preparation time may be used for many purposes. Possible uses include: individual planning and preparation; grading papers; lesson planning; copying materials; setting up labs, meetings with the principal, District Administration or instructional coaches; meetings with parents; business meetings with colleagues; returning business phone calls; co-planning for special needs students; attending IEP meetings and other special education related matters; co-teaching planning; and informational meetings. All co-planning meetings shall be arranged by the teachers. While the above list is not intended to be exhaustive, it is provided to identify some appropriate uses of preparation time.

In no event will a teacher lose more than one (1) preparation period per week due to required attendance at a meeting.

IEP meetings are not intended to be scheduled during a teacher's preparation time; however, when circumstances arise and the teacher's IEP meeting runs into his/her planning time the teacher shall continue to participate.

A teacher whose preparation time falls below two hundred (200) minutes in any given normal week will fill out a form stipulating the amount of time lost, excluding time lost due to non-regular activities as listed: institutes/in-service days, early dismissal days, field trips, holiday breaks, standardized test periods, or emergencies. Said form shall be turned into the building administrator by the end of the following week. The administration shall hire a substitute teacher that shall come into said teacher's classroom at least once a month for compensation of the time lost.

5.6 Assignments of Duties or Responsibilities

A. Teacher Assignments During Workday (No additional pay):

The teacher is required to assume his or her share of supervisory duties related to the ongoing activities of the working day. Example: Hall duty before and after school, hall duty between classes, bus duty, recess, or any other comparable duty. Duties will be rotated on a fair and equitable basis.

B. Teacher Assignments During the Workday (Additional pay, see Extra Duty Salaries):

Any lunch/playground assignments shall first be offered to the teachers on a voluntary basis. If the administrator is unable to fill said assignments on a volunteer basis, the administrator may seek outside personnel to perform said duties. If the administrator is still unable to fill said assignments, the assignments will be rotated on a fair and equitable basis within the teaching staff.

C. Teacher Assignments Before and After Workday (No additional pay):

When it is necessary for a building administrator to make any duty assignments, it shall be first offered on a voluntary basis. If the administrator is unable to fill said assignments on a volunteer basis, the assignments will be rotated on a fair and equitable basis within the teaching staff. This provision also includes assignments outside the regular workday (i.e., graduation, recreation night, family reading/math night, PTA events, etc.). No teacher shall be assigned more than one (1) activity per school year (excluding Open House and one general PTA meeting).

D. Teacher Assignments Before and After Workday (Additional pay, see Extra Duty Salaries):

In the event the District creates an extra duty position which is not listed in the compensation schedule, the position will be paid under the section labeled "activities or other."

In the event the Administration feels a need to discontinue an extra-duty assignment due to lack of student or teacher participation, it may do so, subject to Board approval.

If the Administration cannot fill extra-duty assignments from existing faculty and staff, it may seek outside personnel to perform said duties.

E. Tutorial Program Administration will establish and/or approve curriculum guidelines on an annual basis and determine tutoring assignments for any before- and/or after-school tutorial program.

Teachers are prohibited from receiving compensation from parents for tutoring when tutoring is conducted on school premises.

5.7 Machine Scored Standardized Achievement and IQ Tests

The District shall provide the scoring of standardized achievement and I.Q. tests administered by the teaching staff.

5.8 Personnel Files

- A. There shall be only one official personnel file for each teacher, and it shall be maintained in the District Office.
- B. When materials other than transcripts and certificates, are placed in the employee's personnel file, that employee will be notified within 10 days by the District Office of that placement. Within 10 days, the teacher will acknowledge receipt of above notification. A teacher may, within 10 days of acknowledgment of notification, attach a response to any material placed in their personnel file.
- C. With three (3) days written notification, each teacher shall have the right to review the contents of their official personnel file. This teacher may be accompanied by an Organization representative during such review. The Superintendent or designee may also be present. This review will be conducted during the teacher's non-workday hours provided that it is during the regular business office hours.

5.9 Professional Development

A. Professional Development

It is recognized by the Board and the Organization that the professional development of our teaching staff is a high priority. The Board and the Organization believe that providing a professional development program will enhance the instructional skills and knowledge of teachers, and therefore, increase student achievement. The Board and the Organization will create and charge the Professional Development Committee with the responsibility of gathering information and developing procedures, guidelines, and programs related to professional development.

A joint Organization/administration committee will be established to gather input and to determine the professional development offerings for the year within the

budget established by the Board for this purpose. The committee will consist of and be co-chaired by the Superintendent or his/her designee and a teacher appointed annually by the Organization. Each co-chairperson shall be responsible for selecting its respective participants. The committee will include at least two (2) teachers from each school. Input will be gathered from at least four (4) sources:

- A professional development needs assessment of teachers which will be distributed at least once each year,
- a survey of school grade level teams focused on meeting building needs,
- a survey of administrators, and
- student achievement and school climate data.

B. Activities

To ensure the relevancy of activities, the committee will utilize the data collected to recommend the development of a yearly calendar designating the professional development offerings for the school year. The offerings shall consist of four (4) full-day activities and six (6) half-day activities. Three (3) of the half-day activities shall be from 1:00 p.m. to 3:30 p.m. and three (3) of the half-day activities may run from 1:00 p.m. to 4:30 p.m. The committee shall designate whether the activities are district-wide or building specific. All professional development activities shall be evaluated for effectiveness and future planning.

In the event the Committee cannot agree upon a particular professional development offering, the Administration shall have the right to make the ultimate determination.

5.10 Teacher Resources

No later than May 1 of each school year, teachers shall submit to the building principal, on provided requisition forms, a list of requested resources for the classroom. For requests that cannot be timely made by May 1 of each year, a teacher may submit a request in writing to the building principal. If the teacher does not receive a response to the request within 10 school days, or if the teacher is denied the request and wishes to appeal the request, the request shall be submitted in writing to the Superintendent and shall include the original request and the principal's response thereto, if any.

ARTICLE VI EVALUATION

6.1 Evaluation Committee

The Board and the Organization shall establish an evaluation committee made up of three teachers and three administrators for the purpose of establishing procedures and instruments to be included in Article XXIV – A Teacher Evaluation Plan. Each evaluation instrument developed should be applicable only for one (1) position, e.g., a teacher evaluation instrument will be used only for teachers, and guidance counselor evaluations will be used only for guidance counselors.

The results of the evaluation committee are subject to ratification by the Board and teachers, but the committee results shall constitute a "tentative agreement" on procedures and instruments.

6.2 Orientation

Within a maximum of two weeks after the beginning of the school term, the building principal or immediate supervisor shall acquaint each newly employed teacher under his or her supervision with teacher evaluation procedures, standards and instruments and advise each teacher as to who shall observe and evaluate performance. No written evaluation shall take place until such orientation has been completed. A teacher newly employed or a teacher reassigned after the beginning of the school term shall be notified within two weeks by his or her building principal or immediate supervisor of the evaluation procedures in effect. The principal may call one (1) additional meeting after school to meet this requirement. Any such meeting will not exceed one (1) hour.

6.3 Frequency

A tenured teacher shall be formally evaluated at least every two (2) years and a probationary and non-tenured teacher shall be evaluated at least two (2) times during each probationary year. The formal evaluation process includes the following: pre-observation conference; formal observation; post-observation conference and summative written evaluation.

No teacher shall be formally observed the week before any break that lasts more than five (5) days or during any standardized testing. All formal observations must be scheduled to be completed by May 1st, except in emergency situations where the administrator becomes unavailable or where the teacher is otherwise unavailable to be observed on the scheduled observation day. In such circumstances, the formal observation shall be completed prior to May 15th.

6.4 Pre-Observation Conference

Within two (2) days, but no less than twenty-four (24) hours, before the formal observation, the building administrator shall conduct a pre-observation conference meeting with the teacher. If at the pre-observation conference, the building administrator requires the teacher to make any modification to the teacher's proposed lesson plan to be presented to the class on the day of the formal observation, the teacher's formal observation shall not occur less than two days from the pre-observation conference. The discussion shall consist of the following:

- 1. The lesson to be observed
- 2. Objectives and state standards pertaining to the lesson
- 3. Review of lesson plans (approximately 1-2 pages)
- 4. Any challenges the teacher might have in the class; i.e., behavior learning styles and/or ability levels
- 5. What the teacher would like the administrator to pay attention to

6.5 Post-Observation Conference

A post-observation conference shall be held between the evaluator and the teacher to discuss the formal evaluation report. The post-observation conference shall take place on or before five (5) school days after the formal observation. During the conference, the teacher shall present his/her completed self-evaluation tool using the instrument model prescribed in Section 6.6, which may be used as evidence for the summative evaluation report. The summative evaluation report will be due five (5) school days following the post-observation conference. The entire post-observation process, including the summative evaluation report, shall be completed no later than ten (10) school days following the formal observation.

6.6 Instrument

The evaluator shall formally evaluate each teacher in writing using an evaluation instrument designed by the evaluation committee as provided in the Performance Evaluation Reform Act and approved by the Board of Education. All new instruments shall be reviewed with staff before implementation.

6.7 Objections to Evaluations

The teacher shall sign copies of the written evaluation and receive a copy of said evaluation. If the teacher feels that his/her formal evaluation is incomplete, inaccurate or unjust, he/she may put his/her objection in writing and request them to be attached no later than fifteen (15) school days after the conference.

6.8 Assistance

Upon informal observation of poor performance of teacher responsibilities, the principal will meet with the teacher to discuss and provide a written description of his/her deficiencies and recommendations for improvement, including resources, if any, necessary for improvement, and when possible a reasonable time for the teacher to improve. If the performance is not corrected and repeatedly occurs, a written statement of the performance observed shall be given to the teacher and may be used in the formal written evaluation.

6.9 Informal Observations

Nothing contained herein shall limit the right of administration to utilize informal observations and other ethical evaluative criteria for considering competency of any teacher and can be used in the evaluation process. Any informal observations which are to be used to evaluate the employee must be reduced to writing and discussed with the employee prior to being placed in the teacher's evaluation file. This is not meant to be interpreted that each Building Principal cannot keep a working file on assigned staff.

6.10 Grievance Limitation

Any grievance filed relative to this Article shall be limited to violations of the specific procedures as outlined in Sections 6.1 through 6.6 above. Evaluation ratings shall not be grievable.

6.11 Lesson Plan

- A. Lesson plans are to be available for the administration to review. Lesson plans shall be submitted to the building administrator weekly.
- B. Lesson plans should consist of the following components:
 - 1. Identify common core standards by reference to Code number, where appropriate.
 - 2. Objectives (will include reference to Bloom's taxonomy)
 - 3. Activities, including where appropriate:
 - a. Differentiations
 - b. Homework/Extended Learning Assignments (if required)
 - 4. Assessment, if appropriate

- 5. Source (e.g., teacher manual pages, if appropriate)
- C. Both the regular education teacher and the special education teacher will cooperate in creating lesson plan modifications necessary for the inclusion of special education students in the regular education classroom.

ARTICLE VII FRINGE BENEFITS

7.1 Insurance Benefits

- A. Blue Cross, Blue Shield and the Met Dental & Life Insurance plans will be in effect. If mutually agreed to, a new medical/dental insurance carrier may be selected during the life of the agreement. Beginning September 1, 2014, the Board will offer only the following health insurance plan options:
 - 1. Blue Cross/Blue Shield PPO See Appendix E for specifications; and
 - 2. Blue Cross/Blue Shield HMO See Appendix F for specifications.

The District's insurance broker and a representative(s) of Blue Cross/Blue Shield will meet to review premiums for the above plans. These individuals will use their best efforts to attempt to maintain premium ratios between the PPO and HMO plans at the same level as existed in the previous insurance plan year. The recommendations of these individuals will be reported and explained to the Superintendent and the DEO President.

B. Payment

The teachers' portion of the insurance premium for the plan chosen shall be 25% for single coverage throughout the life of this agreement and 45% for 2014-2017 for family coverage provided that any premium increase is less than or equal to 15%. Any premium increase above 15% will be shared by the teacher and the Board of Education equally each year.

The teacher portion of the dental insurance premium shall be 20% for single coverage and 25% for family coverage for the length of the contract. The teacher portion of the life insurance shall be 20%.

C. Additional Insurance

If the Organization votes to increase the insurance coverage listed in Section A, any additional premium shall be paid by the employee.

D. Life Insurance Coverage

Each certified staff employee shall receive \$45,000 life insurance coverage for the life of the agreement.

7.2 Flexible Benefit Plan

- A. The Board shall maintain a flexible benefit spending account which meets the requirements of the Internal Revenue Code. If, at any time, such Regulations are amended, the parties shall promptly revise the plan to comply with the amendment.
- B. A teacher may annually elect to participate by choosing to receive benefits not to exceed the IRS maximum in any plan year. The amount elected shall be deducted from the Teacher's compensation. The initial plan year shall commence on October 1 and end on September 30. Prior to the beginning day of the plan year, each teacher shall, in writing, designate the dollar amount(s) elected for that year for each of the following benefits:
 - 1. Premiums for group medical, dental or other insurance, single or dependent coverage, to the extent such premiums are not paid by the Board.
 - 2. Reimbursement for the amount of the deductibles on the group insurance and for any other qualified unreimbursed medical care as defined in the internal revenue code.
 - 3. Reimbursement for qualified dependent care assistance as defined and allowed in the Internal Revenue Code.
- C. The amounts designated may not be changed during the plan year except if there is a change in family status or other circumstance provided in the regulations issued by the Internal Revenue Service. Any amounts designated for which valid reimbursement claims are not made on a timely basis will be forfeited and not otherwise paid to the teacher during that year or carried over to a succeeding plan year, and such amounts shall become the property of the plan.

- D. The dollar total of the designated benefits elected pursuant to the plan will be deducted in equal amounts from the Teacher's salary payments during the plan year.
- E. Claims for reimbursement may be submitted no more often than once per month, in minimum amounts of not less than \$50 (except for the final month in a plan year), unless an agreement with a plan administrator provides otherwise. Claims for reimbursement must be for services received during the plan year.

7.3 Tuition Reimbursement

A. The Board shall allocate \$10,000.00 each school year in order to provide tuition reimbursement to eligible teachers in an amount not to exceed \$1,500.00 per teacher per school year. In order to be eligible for such tuition reimbursement and/or advancement on the salary schedule, the coursework shall be limited to the 1st Master's Degree and must meet the following criteria:

1. Courses must:

- a. be part of an advanced degree program (Masters), and
- b. related to the teacher's professional assignment, or
- c. lead to a different area of teacher certification or endorsement, within a Master's Program, and
- 2. Courses must be taken at or through an accredited institution approved by at least one (1) nationally recognized accrediting organization; and
- 3. The Master's program must receive pre-approval by the Superintendent.
- 4. For any proposed Master's program that is denied by the Superintendent, the Superintendent must give a written rationale.
- 5. Any courses taken outside or beyond the Master's Degree shall be the responsibility of the teacher.

- B. All tenured and non-tenured teachers who have completed one (1) year of satisfactory service shall be entitled for tuition reimbursement.
- C. To be eligible for reimbursement, the teacher must receive a grade of "B" or better and submit an official transcript from the institution granting the credit. In the event a graduate class is a "pass-fail" grade, "passing" of such a course will be subject to reimbursement if pre-approved by the Superintendent after presentation of a rationale by the teacher. This documentation must be submitted to the Superintendent within thirty (30) days of completion of the course(s) unless delayed by the institution. Credit on the salary schedule will be granted at the beginning of each school year. Official transcripts or other evidence of completion must be on file by September 15th.

Teachers who receive tuition reimbursement must return to the employment of the District for the remainder of the school year in which reimbursement is paid and the following full school year. Failure to complete this service requirement will allow the Board to deduct the amount of the reimbursement received from the teacher's remaining paycheck(s).

- D. A class must meet a minimum of one/term/semester/quarter to be eligible for undergraduate or graduate credit.
- E. Applicants for tuition reimbursement shall receive reimbursement at the end of the year and prior to June 30. At the end of each school year, the School Board and the DEO will assess the actual tuition reimbursement program cost. The \$10,000.00 allocation will not be reduced, but at the discretion of the Board of Education, may be adjusted upward after the assessment.

In the event the total dollar amount requested for reimbursement exceeds \$10,000.00, the \$10,000.00 allocation will be proportionately divided among those teachers who have met the above requirements, but in no case will individual reimbursement exceed \$1,500.00 per school year.

F. Coursework leading to certification or qualification in educational administration shall not be eligible for tuition reimbursement or lane movement on the salary schedule.

ARTICLE VIII LEAVES

8.1 Sick Leave

- A. All teachers shall be awarded 15 days of sick leave per year. Sick leave shall be allowed to accumulate to three hundred forty (340) days, including the current year's leave. Exceptions for near retirement time teachers would allow an announced retiring teacher to accumulate 355 days of sick leave. Sick leave shall be interpreted to mean leave for personal illness, quarantine at home, or serious illness or death in the immediate family or household, birth, adoption, or placement for adoption. Immediate family shall mean parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, nieces, nephews, sons-in-law, daughters-in-law, aunts, uncles, and legal guardians.
- B. Bereavement Leave: Bereavement leave is only granted after a staff member has used up all available sick leave and is limited to three (3) days, per school year. Bereavement leave applies only to death in the immediate family, as defined above in paragraph A.
- C. At the beginning of each school year, each teacher shall be provided a written statement setting forth his/her accumulated sick leave credit.
- D. Birth/adoption. The use of sick leave for the birth, adoption or placement for adoption of a child shall be limited to 30 days, except that additional sick leave for the birth of a child shall be awarded when medically necessary as determined by a physician licensed in the state in which the medical care is sought.

8.2 Personal Leave

Each teacher may be granted two (2) personal leave days annually to be used for business which cannot reasonably be conducted outside of regular school hours. Both personal leave days are subject to the conditions set forth below:

A. A written request shall be submitted to the Superintendent at least three (3) days prior to the date requested.

- B. Personal leave shall not be allowed for a day immediately before or after a holiday or scheduled vacation. Personal leave shall not be allowed during the first or last week of school, on days of a workshop or an in-service training day.
- C. No more than three (3) teachers may use personal leave in any given day.
- D. Should emergencies exist in Sections A, B, or C above, the Superintendent may waive the restriction.
- E. Personal days not used shall be accumulated as sick days.

8.3 Unpaid Leaves

- A. Leave of absence without pay may be granted to a teacher by the Board for a period of one year or less upon the recommendation of the Superintendent. Notification shall be given to the Board of the teacher's intention by March 1st prior to the commencement of the leave.
- B. Leave of absence without pay for military service or serving in the General Assembly may be granted to a teacher by the Board for a period of five (5) years or less upon the recommendation of the Superintendent.
- C. A teacher desiring a leave of absence shall notify the Superintendent, in writing, of his/her desire to take such leave at least thirty (30) days prior to the date on which the leave is requested to begin. The Superintendent and teacher shall mutually agree upon the date on which the teacher is to return to work.
- D. The granting of leaves of absence is a separate matter for each teacher and is based upon individual facts in each case. The fact that a leave is granted to one teacher shall not be a precedent for granting of a leave to another teacher.
- E. All leaves of absence shall be granted with the full understanding that the teacher may be assigned to any position for which he/she is qualified upon completion of leave. Every consideration shall be given to returning the teacher to their former position.
- F. Teachers on leave shall be subject to the same reduction in staff as any other tenured teacher.

- G. A teacher on leave who is unable to return to service at the beginning of the school term following the period for which the leave was granted, or extended, must submit a letter resignation. The absence of such letter automatically terminated the teacher's employment.
- H. Acceptance of employment elsewhere during the term of a leave of absence automatically cancels the leave unless such employment is mutually agreed upon in advance by the Board and the teacher.
- I. A teacher who is on a leave of absence for a full year does not advance on the salary schedule for that year and does not acquire a year of service for that year with the exception in 8.5 below.
- J. An employee on leave of absence retains any unused accumulated sick leave, usable upon return to regular employment, but does not earn additional sick leave until the employee returns to service.
- K. A teacher on leave shall have the opportunity to remain in the insurance group at total cost to employee upon approval of insurance carrier.

8.4 Jury Duty

Teachers who are required to serve on juries shall suffer no loss of pay for that service. Payments received by these teachers from the courts shall be kept by the individuals to cover travel expenses.

8.5 Military Duty

- A. Teachers who are drafted by a military service shall receive no compensation from the District, but shall receive up to a maximum of two years of seniority credit for salary purposes and for Reduction in Staff purposes.
- B. Any employee who is a member of any reserve component of the United States armed services who is mobilized to active military duty shall receive the "same regular compensation" and health insurance or other benefits the employee was receiving at the time of the call-up minus the amount of the employee's base pay for military service for the duration of the active military service.

8.6 Sick Leave Bank

The Board, in cooperation with the Organization, shall establish a sick leave bank subject to the following guidelines:

- 1. The intent of this plan is to provide extended sick leave to those persons covered by this Agreement who incur a period of prolonged illness, injury or hospitalization of more than twenty (20) consecutive working days.
- 2. The President of the Organization shall appoint two (2) members and the Superintendent or his/her designee will act as a Committee in all matters that concern the policies of the Sick Leave Bank. The Committee will have final administrative responsibility for the bank.
- 3. To be a member of the Sick Leave Bank, teachers must donate one (1) sick leave day by October 15 after he/she is hired or by October 15th of any given year. Membership in the Bank shall be voluntary and shall continue until the Committee is notified in writing that the teacher has withdrawn from the Bank. If a teacher decides to terminate his/her participation in the Bank, he/she must do so prior to October 15. The days already accumulated by said teacher shall remain in the Bank.
- 4. The teacher may not withdraw days from the Sick Leave Bank until the teacher's own accrued sick leave has been depleted, a written certificate of illness from a licensed physician has been received by the Committee, and a period of 5 work days has elapsed after the exhaustion of the teacher's own accrued sick leave. The Committee will then consider the application for withdrawal. A teacher withdrawing sick leave days from the Bank will not have to replace these days except as a regular yearly contributing member of the Bank.

If the Bank becomes depleted or goes below one hundred (100) days during any given school year, the Committee may request each contributing member to donate one (1) additional day to the Bank, but no teacher shall donate more than two (2) days per year to the Bank. The maximum number of days that may accumulate in the Sick Leave Bank is two hundred (200). In the event the Sick Leave Bank is terminated, the available days will be prorated to the contributing members of the Bank teaching in the District at the time of the termination except that a teacher may receive no more than the total number of days the teacher has contributed to the Bank. The Bank shall be terminated only upon unanimous consent of the Committee members.

- 5. Withdrawals from the Sick Leave Bank may be made only for the remainder of the school term in which such withdrawal was commenced. However, no teacher shall be permitted to withdraw more than twenty (20) days in any school year from the Sick Leave Bank.
- 6. A teacher shall not hold the Board, Administration, or the Organization liable for decisions made by the Committee, Board of Education, Administration, the Organization, or their respective designees.
- 7. The Committee shall have responsibility for administration of the Sick Leave Bank and shall report all data as required by the Board for use in administration of individual employee sick leave accounting.

8.7 Parental Leave

Teachers who wish to apply for unpaid parental leave following the birth, adoption or placement for adoption of a child shall make written application for the leave with the Superintendent no later than 120 days prior to the date the leave is to commence. The parental leave shall be for a fixed period mutually agreed upon by the teacher and Superintendent, but not to exceed one calendar year in duration. Final disposition of the teacher's request shall be determined by the School Board.

The teacher may utilize accumulated sick leave as provided in Section 8.1(d) during parental leave. If the teacher has exhausted all accumulated sick leave, a leave of absence without pay may be granted. Disabilities caused or contributed to by pregnancy, childbirth or related medical conditions are unrelated to parental leave and shall be considered as any other medical disability and the teacher may use sick leave days to the extent that she has them. Excessive teacher sick leave absence prior to the parental leave commencing may indicate an extended disability. A physical by a physician mutually agreed upon by the Superintendent and the teacher and at the District's expense may be required of the teacher in order to substantiate an inability to continue to teach.

Teachers who are on unpaid parental leave shall be required to work at least 136 days in any given school year in order to advance on the salary schedule and to advance in seniority. Existing seniority may be retained pursuant to the provision of Section 4.5(1).

A teacher on unpaid parental leave will be allowed to enroll in all current fringe benefit programs for which he/she is eligible so long as the insurance carrier writing such coverage continued to approve participation. The teacher shall assume responsibility for the full amount of all premiums applicable to the particular coverage.

ARTICLE IX COMPENSATION

9.1 Salary Schedule

The teachers' salaries shall be set forth in Appendix A, B and C and apply only for the duration of the Agreement.

9.2 Retirement Incentive

A. Eligibility

A retirement program shall be available for the duration this Agreement for the teachers who meet all of the following eligibility criteria:

- 1. Completed at least 15 years of full-time teacher service (or the equivalent thereof) in the District; and
- 2. Considered by the Illinois Teacher's Retirement System ("TRS") to be age 55 on the date of the teacher's retirement; and
- 3. Have filed for participation in the retirement program of TRS with a retirement date no later than June 30, 2017, provided, however, that this retirement program shall not be available to any teacher whose retirement requires the District to make an employer/Board contribution or payment of any kind to TRS. For example, a teacher may participate in the Modified Early Retirement Option, or this District program, but not both.
- 4. Submitted a Letter of Intent to Retire as required below.

B. Procedures

In order to be eligible to participate in this retirement program, a teacher must submit a letter of intent to retire to the Superintendent, setting forth a retirement date at the end of a school year not later than June 30, 2017. This letter of intent to retire must be received by the Superintendent on or before November 1st of any year of this Agreement. Participating teachers who elect to retire under the provisions of this program will receive only the benefits of this program, and will not

be entitled to receive any benefits under any retirement program negotiated in a successor bargaining agreement.

C. Benefit

1. Stipend

As a voluntary retirement benefit for bargaining unit members who qualify as provided above, the Board agrees to increase the teacher's TRS creditable earnings by 4% over the teacher's prior year's reported TRS creditable earnings for each remaining year of the teacher's employment in the District in lieu of any other raise, step, or other creditable earnings increase to which the teacher may otherwise have been entitled. This increase will be granted beginning in the school year in which the teacher gives notice as provided above. For example, a teacher giving notice in November 2011 will have his/her 2011-2012 creditable earnings increased by 4% over the teacher's 2010-2011 reported TRS creditable earnings, except as noted below.

A retiring teacher may receive no more than four (4) years of 4% creditable earnings increases under this program. It is the intent of the parties that the 4% increases will be paid in the teacher's final years of employment. A teacher for whom an extra-duty stipend was part of the teacher's creditable earnings in the school year in which notice is given and who chooses not to perform such duty in any year prior to retirement will have the stipend for that duty subtracted from the creditable earnings increases provided under this program for each remaining year. Under no circumstances may a teacher participating in this program receive a creditable earnings increase of more than 4% over the teacher's prior year's creditable earnings, except exempt activities under TRS rules and regulations.

2. Service Stipend

The Board of Education shall additionally pay to each eligible retiree with 20 or more years of full-time service to the District a post-retirement service stipend in the amount of \$3,000.00.

This service stipend will not be due, owing or payable until the first business day in the January following the teacher's retirement.

3. Sick Leave Pay

If the fifteen (15) sick days given a retiring teacher at the beginning of the teacher's final school year makes that teacher's accumulation greater than 340 days allows, the Board shall pay that teacher thirty dollars (\$30) for each day over 340 days as a post-retirement benefit.

D. Program Duration

Regardless of the participation and experience in the implementation of this Agreement, in no event shall this Agreement create an expectancy of a property interest among staff members beyond the term of this Agreement. The benefits set forth above will not be regarded as a policy, custom, practice, or contractual agreement between the parties beyond the term of this Agreement.

9.3 Teachers' Retirement System

According to authority granted by the Pension Reform Act of 1974, Section 414 (h) (2) of the Internal Revenue Code, the Board agrees to deduct and remit from the established compensation schedule to the Teacher Retirement System on behalf of each teacher, the entire required TRS amount due on creditable earnings. The Board will continue to pay to TRS from future established compensation schedules, on behalf of each teacher, the entire required TRS amount due on creditable earnings and shelter said amount for tax purposes. Should any of the above be declared improper by an Internal Revenue Service ruling or opinion, that clause or portion thereof shall be deleted from this Agreement to the extent that it violates the ruling or opinion.

9.4 Payroll Deductions

A. Dues Deduction

1. Any teacher who is a member of the Organization may sign and deliver to the District offices, an assignment authorizing the deduction of Organization dues in an amount to be certified annually by the Organization. Such authorization must be submitted to both the Organization and District Office by September 15th or 30 days after final agreement, whichever is later. Assignment shall continue in effect year to year unless canceled in writing by the originating teacher prior to September 15, or 30 days after agreement, whichever is later. If this procedure is not followed, the Organization agrees to indemnify and hold harmless the Board against any claims, demands, suits, or other forms of liability.

- 2. The Board shall deduct Organization dues on a twenty (20) pay basis beginning in September with the first pay period and continuing up to the 20th payment. The Board has no responsibility for collecting past or overdue dues. It shall be the Organization's responsibility to collect the following directly from the teacher: dues owed after cancellation of a deduction authorization, dues owed before the time the deduction authorization became effective and dues missed because of insufficient earnings.
- 3. All dues deducted by the Board shall be remitted to the Treasurer of the Organization as soon as possible, but no later than 30 days after such deductions are made.

B. Additional Payroll Deductions

- 1. Teachers shall be reduced in pay at the rate of 1/180 of their salary schedule compensation for unauthorized absences, or authorized absences without pay.
- 2. Beginning with the 2009-2010 school year, all payroll deductions shall be made monthly from employees requesting hospitalization, dependent hospitalization, and major medical insurance. All payroll deductions for District insurance (i.e. life, additional personal life, dental, and health) will be made during the period from the first paycheck of the school year through June 30 of the school year. Insurance coverage will continue for twelve (12) months, annually, but payroll deductions will be made over 9 months.
- Annuities: Payroll deductions will be made with payments to a maximum of six (6) companies approved by the Board and the Organization and due at Superintendent's Office by June 1st.
- 4. Credit unions: Payroll deductions will be made with payment to the credit union selected by the Organization.

9.5 Pay Periods

Payroll checks shall be issued every other Friday. A teacher may elect to receive his/her pay checks in twenty-two (22) or twenty-six (26) installments.

9.6 Additional Pay Teacher Assignments – Before or After Workday

A. Extra-duty pay applies only to the duration of the contract and shall be allowed only for those job assignments listed on the extra-duty schedule. Newly created positions shall be paid on the extra-duty salary schedule specified as other for the duration of the contract. Newly created positions shall be approved by the Administration.

9.7 Salary Schedule Advancement

- A. Teachers who perform regularly assigned duties and/or use accumulated sick leave for one hundred twenty (120) or more workdays will advance on the salary schedule.
- B. No retroactive changes will be made for years of service performed prior to the inception of this agreement.

ARTICLE X TEACHER DISCIPLINE PROCESS

10.1 Notice/Disciplinary Conference

- A. In every instance of a disciplinary infraction, the teacher shall be permitted an opportunity to state the teacher's account of the circumstances serving as the basis for the possibility of disciplinary action prior to the administration delivering its discipline.
- B. Teachers shall be given reasonable notice (no less than three hours) of a disciplinary conference prior to the conference. Such notice shall inform the teacher of the basis for the discipline. Whenever a conference between a teacher and an administrator is held in which there is a discussion of potential disciplinary action, the employee shall have the right to have an Organization representative present. Discipline includes a recommendation of dismissal, suspension without pay or a written reprimand that is placed in the teacher's personnel file or working file, etc.
- C. A conference to discuss an employee's evaluation shall not be construed as the discussion of a potential disciplinary action.

10.2 Teacher's Rebuttal

If the teacher does not agree with the discipline, the teacher may submit a written rebuttal to be included in the teacher's personnel file.

10.3 Hearing before the Board of Education

Any teacher subject to a recommendation for a suspension without pay or subject to a dismissal recommendation from the Superintendent may seek a hearing on the matter by requesting a meeting with the Board of Education.

ARTICLE XI TECHNICAL CLAUSES

11.1 Management Rights

The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserved unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the United States and the State of Illinois, including but not limited to the responsibility for the right:

- A. To maintain executive management and administrative control of the District and its properties and facilities, and the professional activities of its employees.
- B. To hire all employees and, subject to the provisions of the law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion, their assignment, and to promote and transfer all such employees, as limited by the included Agreement language.
- C. To establish programs and courses of instruction, including and to provide for athletic, recreational and social events for deemed necessary or advisable by the Board.
- D. To delegate authority through recognized administrative channels for the development and organization of the means and methods of instruction according

to current written Board Policy or as the same may from time to time be amended, the selection of textbooks and other teaching material, and the utilization of teaching aides of all kinds.

E. To determine class schedules, the hours of instruction and the duties, responsibilities, and assignments of teachers and non-classroom assignments as limited by the included Agreement language.

11.2 Strikes and Lockouts

- A. It is agreed and understood that there will be no strike, work stoppage, slowdown or picketing by the Organization or by its members during the term of this Agreement; or any extensions.
- B. The Board also agrees that it will not lock out any bargaining unit member during the term of this Agreement or any extensions.
- C. If in the event a bargaining unit member is required to report to an assigned work place where a non-bargaining unit member is engaged in a strike, the bargaining unit member shall perform only those duties regularly assigned to bargaining unit members. Bargaining unit members shall not be required to perform nonbargaining unit members' activities.
- D. In the event of any strike, work stoppage, slow-down, or picketing by a non-complying member of the bargaining unit and not authorized by the Organization or its members, and not called in compliance with the terms and provisions of this Agreement, the Board agrees that such violations of this Agreement shall not cause the Organization or its complying members to be liable for damages.

The Organization should take action upon receipt of notice from the District that a violation has occurred and upon receipt of such notice, the responsible Organization representative should notifying those employees responsible for participating in the violation that the appropriate remedy is the grievance procedure that the employee's action is in violation of the agreement. Also, the Organization should inform the non-complying employee(s) it has not authorized the strike or suspension of work and does not approve or condone it.

In the event of violation of this Section, the District may terminate any right granted by this Agreement or by other provisions of District regulations or policy to a noncomplying member, which may include termination.

11.3 Complete Understanding

This Agreement constitutes the full and complete Agreement of the parties and may be altered, changed or modified only through the voluntary, mutual consent of the parties in a written, signed amendment to this Agreement.

- A. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The parties further acknowledge that the understandings and agreements arrived at by them are fully set forth in this Agreement. Therefore, the Board and the Organization for the duration of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, covered by or proposed during the negotiation of this Agreement, including the impact of the Board's exercise of its rights as set forth herein with regard to wages, hours and terms and conditions of employment and including the impact of the Board's exercise of its inherent managerial rights.
- B. The parties also acknowledge that current conditions of employment shall be maintained at not less than the level in effect in the District at the time this Agreement is signed.
- C. The teaching assignments of any bargaining unit member or the responsibilities of any position in the bargaining unit will not be substantially altered, increased, or transferred to a person not a member of the bargaining unit without prior negotiation with the Organization.

11.4 Separability

- A. If any provision of this agreement or any application of this agreement to any bargaining unit member or to any group of bargaining unit members is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.
- B. It is further agreed that within ten (10) days of receipt of notification of such findings by any court of competent jurisdiction, the negotiations committee shall meet for the purpose of amending the Agreement in order to comply with the law.

C. All understanding, awards, and/or agreements reached and ratified under this procedure shall be reduced in writing, signed by each party, and made a part of the collective bargaining agreement.

11.5 Effect of the Agreement

- A. Nothing contained herein shall be construed to deny any member(s) of the bargaining unit or the Board rights which are enjoyed under the School Code of the State of Illinois, or under other applicable laws and regulations.
- B. This Agreement supersedes and cancels all previous labor Agreements, verbal or written, between the District and the individual or group(s) of teachers. In the event any policy, rule or regulations of the Board conflicts with any provision of this Agreement, the provisions of this Agreement shall prevail. Additionally, any subject not covered in this Agreement, but covered in Board Policy, Teacher's Handbook, or Principal's instructions will remain in full force.
- C. The Appendices to this Agreement are incorporated into and made part of this Agreement.

11.6 Agreement Expiration

This Agreement shall continue in effect until the 31st day of July 2017. This Agreement shall expire on that date, unless it is extended for a specific period by mutual written agreement of the parties or is replaced by a successor agreement.

ARTICLE XII RATIFICATION OF AGREEMENT

This Agreement will not be considered binding until such time as the Organization has formally notified the Board, in writing, of official acceptance of this document by the membership and subsequent approval by formal Board of Education action at a public meeting.

ARTICLE XIII COMMENCEMENT

13.1 Commencement

All items to be negotiated shall be submitted in writing by both parties. Negotiations shall begin no later than March 1 of the year prior to the end of the current contract, unless both parties agree to an alternate date. Negotiation meetings shall be held as necessary at times and places agreed to by both parties.

EXECUTION OF AGREEMENT

In witness whereof the parties have executed this Agreement by their duly authorized representatives.

Dated the day of	, 2014.
FOR THE DISTRICT 150 EDUCATIO	NAL ORGANIZATION, IEA/NEA
Ayanna Perkins, Chairperson Negotiations Committee	
Lisa Rourke, President	
FOR THE BOARD OF EDUCATION S	SOUTH HOLLAND SCHOOL DIST. 150
Lawrence Wilson, Chairperson Negotiations Committee	
Sherie Nunnally, President	

SOUTH HOLLAND SCHOOL DISTRICT NO. 150 TEACHER SUMMATIVE EVALUATION FORM

This evaluation tool will be utilized until the Charlotte Danielson model is put in place.

NAME:	GRADE AND/OR SUBJECT TAUGHT:
DATE OF EVALUATION:	

KEY: [4] Excellent [3] Proficient [2] Needs Improvement [1] Unsatisfactory

Excellent – Performance is competent and is consistently demonstrated at a high standard in the four domains. Demonstrate unusually high level of proficiency.

Proficient – Performance is consistently competent and is demonstrated at the required level of proficiency in the four domains.

Needs Improvement – Performance is inconsistent and lacks the required level of proficiency. Weaknesses are evident in one or more of the four domains.

Unsatisfactory - Performance is poor and inadequate. Weaknesses are evident in one or more of the four domains.

Ι	PLANNING AND ORGANIZATION	4	3	2	1
1.	Develops and submits written lesson plans according to established guidelines. Write lesson plans that are aligned to State standards and/or school improvement plans.				
2.	Utilizes results of assessment data/information to plan instruction.				
3.	Develops lesson plans to address students differences.				
4.	Plans to incorporate a variety of enrichment activities to enhance learning.				
5.	Plans enable students to maximize learning, and successfully advance through the curriculum.				
6.	Plans appropriately for absences, e.g. substitute teacher, scheduled activities, etc.				
7.	Organizes the learning environment and instructional materials to maximize instruction. Materials are ready and are distributed in an orderly and efficient manner.				
8.	Plans an environment that is conducive to learning.				
	COLUMN TOTALS				
	TOTAL POINTS				
	RATING FOR SECTION				

Section Summary:		

II	INSTRUCTION	4	3	2	1
1.	Clearly communicates the learning objectives and the purpose of lesson.				
2.	Incorporates techniques to monitor and involve all students in the instructional activities and provide adequate feedback.				
3.	Uses a variety of formal/informal assessments to evaluate student mastery of learning objectives and to make instructional decisions.				
4.	Promotes higher level thinking utilizing a variety of questioning techniques.				
5.	Applies District initiatives and current educational research to improve the quality of instruction.				
6.	Utilizes an array of instructional aides, including technology to enhance learning.				
7.	Adjusts and uses a variety of instructional strategies, techniques, and activities that are appropriate to students' level of development.				
8.	Demonstrates knowledge, understanding, and application of the subject matter.				
	COLUMN TOTALS				
	Total Points				
	RATING FOR SECTION				

Section Summary	
Strengths and weaknesses:	

III	CLASSROOM MANAGEMENT	4	3	2	1
1.	Establishes, displays, and implements an effective classroom management plan. Rules and expectations are clearly defined and communicated to students.				
2.	Creates a classroom environment conducive to learning. Provides positive reinforcement for on-task behavior and appropriate conduct. Redirects students that are off-task.				
3.	Demonstrates the ability to smoothly transition between lessons and/or activities.				
4.	Enforces discipline fairly, consistently, and appropriately.				
5.	Promotes positive student interaction between adults and peers.				
6.	Develops and maintains a classroom climate that is stimulating, and engaging for the academic achievement and personal growth of students.				
7.	All students are in the teacher's line of vision. The teacher continuously monitors the students' learning and social behaviors.				
8.	Manages the classroom to facilitate learning and utilizes intervention techniques that minimize the interruption of instruction.				
	COLUMN TOTALS				
	TOTAL POINTS				
	RATING FOR SECTION				

Section Summary Strengths and weaknesses:		

IV	PERSONAL AND PROFESSIONAL QUALITIES	4	3	2	1
1.	Establishes two-way communication with parents, staff, and students in an ethical and positive manner.				
2.	Fulfills the requirements of attendance, punctuality, reliability and responsibilities with regard to building procedures and district policies and regulations.				
3.	Informs students and parents of student progress, employing appropriate means of communication.				
4.	Contributes to the general welfare of the staff by planning collaboratively and sharing plans, receiving advice and guidance from others in making professional decisions.				
5.	Recognizes and uses appropriate lines of communication through designated lines of authority.				
6.	Maintains student records as directed and submits required records/documents within designated time lines.				
7.	Makes provision for appointments with parents and students for education related purposes when necessary and under reasonable terms.				
8.	Participates in professional growth opportunities that will enhance the teaching and learning process.				
	COLUMN TOTALS				
	TOTAL POINTS				
	RATING FOR SECTION				

Section Summary: Strengths and Weaknesses:

Days absent to date: _____ Sick days accumulated to date: _____ and ____ personal day

Performance Goal	Point Total	Rating
Planning and Organization		
2. Instruction		
3. Classroom Management		
4. Personal and Professional		

OVERALL RATING:

OVERALL RATING RUBRIC:

[Maximum points – 128] 128 – 115 EXCELLENT 114 – 92 PROFICIENT

91 – 64 NEED IMPROVEMENT

63 – 0 UNSATISFACTORY

ADDITIONAL COMMENTS:

TEACHER COMMENTS:	
Signatures do not indicate c	oncurrence with the rating, but merely completion of the
evaluation process.	
Administrator	
Teacher	
School	

SCHOOL DISTRICT NO. 150 OF COOK COUNTY **SOUTH HOLLAND, IL 60473**

STAFF EVALUATION FORM

	SCHOOL SOCIAL WORKER EVALUATION FORM	
NAME:	DATE:	
PROGRAM:	SITE:	

[4] SUPERIOR; [3] EXCELLENT; [2] SATISFACTORY; [1] UNSATISFACTORY ["NOT APPLICABLE" MAY BE WRITTEN, IF WARRANTED]

I.	PROFESSIONAL COMPETENCIES (13)	4	3	2	1	N/A
1.	Demonstrates good decision-making skills.					
2.	Demonstrates a willingness to assume responsibility.					
3.	Observes District policies and procedures as they apply to the role of Social Worker.					
4.	Utilizes established channels of communication.					
5.	Completes forms and reports promptly and responsibly, including intake summaries, IEP goals and objectives, social developmental studies, etc.					
6.	Knowledgeable of community resources and/or social service agencies and utilizes them appropriately.					
7.	Develops realistic and meaningful professional goals.					
8.	Accepts and benefits from critical evaluation.					
9.	Demonstrates professional ethical conduct, e.g., confidentiality.					
10.	Demonstrates flexibility in meeting daily responsibilities.					
11.	Demonstrates enthusiasm and professional resourcefulness.					
12.	Demonstrates the ability to appropriately prioritize work tasks.					
13.	Demonstrates good organizational skills.					
	COLUMN TOTALS					
	TOTAL POINTS					
	TOTAL/4					

II.	DIAGNOSTICS (4)	4	3	2	1	N/A
1.	Identifies environmental, emotional, social and cultural variables affecting the student, through use of formal and informal methods for data collection.					
2.	Identifies areas of student's strengths and weaknesses.					
3.	Verbally communications diagnostic assessments clearly and accurately to staff and parents.					
4.	Formulates a comprehensive written analysis of student's needs and adaptive behavior, through formal report writing.					
	COLUMN TOTALS					
	TOTAL POINTS					
	TOTAL/4					

III.	TREATMENT / INTERVENTION (6)	4	3	2	1	N/A
1.	Demonstrates understanding of family circumstances and dynamics and how they impact on students.					
2.	Demonstrates knowledge of handicapping conditions served and understands the related social/emotional implications.					
3.	Appropriately conducts parent conferences and/or interviews.					
4.	Plans and implements parent groups as needed.					
5.	Implements appropriate follow-up services as needed.					
6.	Conducts individual and group counseling sessions as appropriate and implements the affective education program as scheduled.					
	COLUMN TOTALS					
	TOTAL POINTS					
	TOTAL/4					

IV.	INTERPERSONAL RELATIONSHIPS (4)	4	3	2	1	N/A
1.	Establishes effective rapport with students by demonstrating responsiveness to students' needs and defenses.					
2.	Effectively establishes and maintains rapport with parents.					
3.	Establishes and maintains effective professional relationships with administration.					
4.	Establishes and maintains effective professional relationships with colleagues.					
5.	Works cooperatively and regularly with educational team to provide for students' needs as assessed by the Case Study.					
6.	Understands and communicates nature of the social work role activities within the educational program.					
7.	Maintains open relationships with others. Is accepting of varying/differing viewpoints.					
	COLUMN TOTALS					
	TOTAL POINTS					
	TOTAL POINTS TOTAL/7		-			
V.		4	3	2	1	N/A
V. 1.	TOTAL/7	4	3	2	1	N/A
 2. 	PROFESSIONAL GROWTH (3) Remains informed regarding current professional literature and methods. Seeks opportunities for continuous growth.	4	3	2	1	N/A
1.	PROFESSIONAL GROWTH (3) Remains informed regarding current professional literature and methods.	4	3	2	1	N/A
 2. 	PROFESSIONAL GROWTH (3) Remains informed regarding current professional literature and methods. Seeks opportunities for continuous growth. Attends conferences, professional workshops, and department	4	3	2	1	N/A
 2. 	PROFESSIONAL GROWTH (3) Remains informed regarding current professional literature and methods. Seeks opportunities for continuous growth. Attends conferences, professional workshops, and department meetings.	4	3	2	1	N/A

VI	ATTENDANCE
1.	Days absent to date (current):
2.	Sick days accumulated to date:
	OVERALL RATING:
	47

ADDITIONAL COMMENTS:	<u>Page 4</u>
TEACHER COMMENTS:	
Signatures need not indicate concurre	ence—merely completion of the process.
	Administrator
	Social Worker
	School
	Date

SCHOOL DISTRICT NO. 150 OF COOK COUNTY SOUTH HOLLAND, IL 60473 STAFF EVALUATION FORM

SPEECH / LANGUAGE THERAPIST EVALUATION FORM

NAME: DATE: PROGRAM: SITE:

[4] SUPERIOR; [3] EXCELLENT; [2] SATISFACTORY; [1] UNSATISFACTORY ["NOT APPLICABLE" MAY BE WRITTEN, IF WARRANTED]

	<u> </u>			_		
I.	PROFESSIONAL COMPETENCIES (8)	4	3	2	1	N/A
1.	Exhibits and applies knowledge of speech/language development.					
2.	Demonstrates knowledge of handicapping conditions and understands their impact on speech/language development.					
3.	Formulates developmentally appropriate goals and objectives.					
4.	Provides individual or group speech/language services as per students' individualized education plans.					
5.	Develops therapy session plans that reflect preparation.					
6.	Makes purposes of lessons clear to students.					
7.	Uses a variety of activities and strategies appropriate to students' developmental levels.					
8.	Monitors progress through a variety of evaluation methods, and adjusts treatment plans in accordance with student's level of development.					
9.	Demonstrates professional resourcefulness and provides consultation to staff on individual students, on issues specific to the discipline and advises of modifications in the educational program needed to meet the speech/language needs of students.					
10.	Is organized and maintains accurate records.					
11.	Adheres to timelines and schedules for diagnostics, reports and student services.					
12.	Demonstrates professional and ethical conduct, e.g., confidentiality.					
	COLUMN TOTALS					
	TOTAL POINTS					
	TOTAL/6					

II.	THERAPIST-STUDENT RELATIONS (4)	4	3	2	1	N/A
1.	, , ,	7	J			IN//
١.	friendliness and compassion.					
2.	Stimulates and motivates students.					
3.	Praises and encourages students.					
4.	Demonstrates consistency and fairness in dealing with children.					
5.	Provides an atmosphere of mutual respect.					
	COLUMN TOTALS					
	TOTAL POINTS					
	TOTAL/5					
III.	ASSESSMENT (4)	4	3	2	1	N/A
1.	Conducts comprehensive diagnostic evaluations through use					
	of formal and informal assessment measures.					
2.	Interprets diagnostic results for the purpose of determining					
	eligibility for speech/language services and for identifying					
3.	educational needs required to support academic growth. Verbally communicates diagnostic assessment results clearly					
ა.	and accurately to staff and parents.					
4.	Prepares comprehensive written analyses of student needs					
	through formal report writing.					
5.	Uses formal and informal assessment data to develop intervention plans.					
	COLUMN TOTALS					
	TOTAL POINTS					
	TOTAL/5					
	10171270					
IV.	BEHAVIOR MANAGEMENT (4)	4	3	2	1	N/A
1.	Establishes clear expectations for appropriate behavior.					
2.	Handles disruptive behavior quickly and fairly.					
3.	Uses appropriate behavior management techniques.					

		_		
1.	Establishes clear expectations for appropriate behavior.			
2.	Handles disruptive behavior quickly and fairly.			
3.	Uses appropriate behavior management techniques.			
	COLUMN TOTALS			
	TOTAL POINTS			
	TOTAL/3			
		-		

.,					_	NI/A
V.	PERSONAL QUALITIES (2)	4	3	2	1	N/A
1.	Demonstrates professional enthusiasm and initiative.					
2.	Displays confidence.					
3.	Is responsible and dependable.					
4.	Is punctual.					
5.	Anticipates potential problems.					
	COLUMN TOTALS					
	TOTAL POINTS					
	TOTAL/10					

VI.	INTERPERSONAL RELATIONSHIPS (4)	4	3	2	1	N/A
1.	Effectively establishes and maintains rapport with parents.	'	J	_	•	14/71
2.						
3.	Establishes and maintains effective professional relationships with colleagues.					
4.	Maintains open relationships with others. Is accepting of varying/differing viewpoints.					
5.	Works cooperatively and regularly with educational teams in identifying and servicing disabled students.					
	COLUMN TOTALS					
	TOTAL POINTS					
	TOTAL/5					

VII.	PROFESSIONAL GROWTH (2)	4	3	2	1	N/A
1.	Attends professional conferences, workshops and/or classes and department meetings.					
2.	Remains informed regarding current professional literature and methods.					
	COLUMN TOTALS					
	TOTAL POINTS					
	TOTAL/4					

VIII.	CONTRIBUTION TO TOTAL SCHOOL PROGRAM (2)	4	3	2	1	N/A
1.	Exhibits commitment to the total educational organization.					
2.	Performs other responsibilities assigned by administration.					
	COLUMN TOTALS					
	TOTAL POINTS					
	TOTAL/4					

IX. ATTENDANCE	
 Days absent to date (current): Sick days accumulated to date: 	
OVERALL DATING:	
OVERALL RATING:	
ADDITIONAL COMMENTS:	
TEACHER COMMENTS:	

Signatures need not indicate concurrence—	-merely completion of the process.
Administrator	
Teacher	
School	
Date	
ACTIVITIES / COMMITTEES	

EVALUATOR'S COMMENTS		

APPENDIX

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APPENDIX A
2014-2015 SALARY SCHEDULE

Step	ВА	MA
1	41,807	43,709
2	42,626	44,566
3	43,585	45,569
4	44,457	46,480
5	45,346	47,409
6	45,792	49,291
7	47,395	51,015
8	49,054	52,801
9	50,770	54,648
10	52,801	56,836
11	54,914	59,109
12	57,110	61,473
13	59,393	63,932
14	61,770	66,489
15	64,240	69,148
16	66,810	71,914
17	69,482	74,791
18	72,261	77,784
19		80,893
20		84,131
21		87,495
22		90,994
23		94,179
24		97,475
25		100,888

Lane movement from BA to MA will receive \$1500 added to salary.

APPENDIX B
2015-2016 SALARY SCHEDULE

Step	ВА	MA
1	42,434	44,365
2	43,265	45,234
3	44,239	46,253
4	45,124	47,177
5	46,026	48,120
6	46,479	50,030
7	48,106	51,780
8	49,790	53,593
9	51,532	55,468
10	53,593	57,689
11	55,738	59,996
12	57,967	62,395
13	60,284	64,891
14	62,697	67,486
15	65,204	70,185
16	67,812	72,993
17	70,524	75,913
18	73,345	78,951
19		82,106
20		85,393
21		88,807
22		92,359
23		95,592
24		98,937
25		102,401

Lane movement from BA to MA will receive \$1500 added to salary.

APPENDIX C
2016-2017 SALARY SCHEDULE

Step	ВА	MA
1	42,858	44,809
2	43,698	45,686
3	44,681	46,716
4	45,575	47,649
5	46,486	48,601
6	46,944	50,530
7	48,587	52,298
8	50,288	54,129
9	52,047	56,023
10	54,129	58,266
11	56,295	60,596
12	58,547	63,019
13	60,887	65,540
14	63,324	68,161
15	65,856	70,887
16	68,490	73,723
17	71,229	76,672
18	74,078	79,741
19		82,927
20		86,247
21		89,695
22		93,283
23		96,548
24		99,926
25		103,425

Lane movement from BA to MA will receive \$1500 added to salary.

APPENDIX D

EXTRA DUTY SALARIES 2014-2017

	1	2	3	4	5	6
Outdoor Ed	454.00	530.25	606.00	681.75	757.50	825.00
Outdoor Ed Supervisor	1010.00	1111.00	1212.00	1313.00	1414.00	1500.00
Year Book						
2 positions	555.50	631.25	707.00	782.75	833.25	900.00
Drama (play) - 2 positions	530.25	606.00	681.75	757.50	833.25	900.00
Student Activities (2 positions)	530.25	606.00	681.75	757.50	833.25	900.00
Band - Concert - Cadet						
– Symphonic - Jazz	1212.00	1313.00	1414.00	1515.00	1616.00	1700.00
Chorus	909.00	1010.00	1111.00	1212.00	1313.00	1400.00
Boys Basketball –						
2 positions 7 & 8	1414.00	1515.00	1616.00	1717.00	1818.00	1900.00
Girls Basketball –						
2 positions 7 & 8	909.00	1010.00	1111.00	1212.00	1313.00	1400.00
Volleyball –						
2 positions 7 & 8	1414.00	1515.00	1616.00	1717.00	1818.00	1900.00
Track - 3 positions	454.00	505.00	555.50	606.00	656.50	700.00
Cheerleading - 1 / 2	656.50	707.00	757.50	808.00	858.50	900.00
Activities*	13.13	13.63	14.14	14.64	15.15	15.50
Other	348.45	363.60	378.75	393.90	409.05	425.00
Tutoring	\$25/hr					
Mentor Teacher	250.00					

NOTE- The designated number of "positions" noted next to the titles listed above are provided to indicate historical assignment levels and do not guarantee a minimum staffing level for the titles listed.

^{*}This position is paid on an hourly rate.

MEMORANDUM OF UNDERSTANDING CURRICULUM DEVELOPMENT

(signed version of 10/6/14 goes here)

APPENDIX E

PPO PLAN SPECIFICATIONS

	<u>In-Network</u>	Out-of-Network
Co-insurance coverage	90%	70%
Deductible Amount*	\$1,500	\$3,000
Out-of-Pocket Expenses (including deductible)	\$2,500	\$5,000

Doctor Office co-pay = \$20/\$40 Drug co-pay = \$15/\$30/\$50 Emergency Room co-pay = \$150

^{*} The Board will reimburse each teacher who pays his/her deductible up to \$500 annually and will make reasonable efforts to render such reimbursement non-taxable. The Board obligation to reimburse will apply only as follows:

<u>Deductible Amount</u>	Board Reimbursement (up to \$500)
\$1,500 (In-Network)	available after teacher pays first \$1,000
\$3,000 (Out-of-Network)	available after teacher pays first \$2,500

APPENDIX F

HMO PLAN SPECIFICATIONS

In-Network

Co-insurance Coverage 100%

Deductible None

Out-of-Pocket Expenses \$1,500

Doctor Office co-pay = \$20/\$40

Drug co-pay = 15/30/50

Emergency Room co-pay = \$150

MEMORANDUM OF UNDERSTANDING SALARY SCHEDULE

(signed version of 9/4/14 goes here)

South Holland School District 150

Certified Staff

PREPARATION TIME REQUEST

Greenwood		
McKinley Elementary		
McKinley Junior High		
Name		Grade
I did not receive my contractual Preparation Time	Э	
On	_(Date)	
From	_ (Time)	
Please, contact me to make arrangements for re		
Signature		-

A teacher whose preparation time falls below two hundred (200) minutes in any given normal week will fill out a form stipulating the amount of time lost, excluding time lost due to non-regular activities as listed: institutes/in-service days, early dismissal days, field trips, holiday breaks, standardized test periods, or emergencies. Said form shall be turned into the building administrator by the end of the following week. The administration shall hire a substitute teacher that shall come into said teacher's classroom at least once a month for compensation of the time lost.

INFORMATION APPENDIX

Attached are Sections 24-11 and 24-12 of the School Code of Illinois regarding teacher tenure. This material is included here solely as a courtesy to teachers who might not otherwise have this information readily available. These sections are not to be considered to be incorporated into the negotiated Agreement between the Organization and the Board.

SCHOOL CODE INFORMATION

From www.ilga.gov/legislation/ilcs/fulltext 09/10/14

(105 ILCS 5/24-11) (from Ch. 122, par. 24-11)

Sec. 24-11. Boards of Education - Boards of School Inspectors - Contractual continued service.

(a) As used in this and the succeeding Sections of this Article:

"Teacher" means any or all school district employees regularly required to be certified under laws relating to the certification of teachers.

"Board" means board of directors, board of education, or board of school inspectors, as the case may be.

"School term" means that portion of the school year, July 1 to the following June 30, when school is in actual session.

"Program" means a program of a special education joint agreement.

"Program of a special education joint agreement" means instructional, consultative, supervisory, administrative, diagnostic, and related services that are managed by a special educational joint agreement designed to service 2 or more school districts that are members of the joint agreement.

"PERA implementation date" means the implementation date of an evaluation system for teachers as specified by Section 24A-2.5 of this Code for all schools within a school district or all programs of a special education joint agreement.

- (b) This Section and Sections 24-12 through 24-16 of this Article apply only to school districts having less than 500,000 inhabitants.
- (c) Any teacher who is first employed as a full-time teacher in a school district or program prior to the PERA implementation date and who is employed in that district or program for a probationary period of 4 consecutive school terms shall enter upon contractual continued service in the district or in all of the programs that the teacher is legally qualified to hold, unless the teacher is given written notice of dismissal by certified mail, return receipt requested, by the employing board at least 45 days before the end of any school term within such period.
- (d) For any teacher who is first employed as a full-time teacher in a school district or program on or after the PERA implementation date, the probationary period shall be one of the following periods, based upon the teacher's school terms of service and performance, before the teacher shall enter upon contractual continued service in the district or in all of the programs that the teacher is legally qualified to hold, unless the teacher is given written notice of dismissal by certified mail, return receipt requested, by the employing board at least 45 days before the end of any school term within such period:
 - (1) 4 consecutive school terms of service in which the teacher receives overall annual evaluation ratings of at least "Proficient" in the last school term and at least "Proficient" in either the second or third school term;
 - (2) 3 consecutive school terms of service in which the teacher receives 3 overall annual evaluations of "Excellent"; or
 - (3) 2 consecutive school terms of service in which the teacher receives 2 overall annual evaluations of "Excellent" service, but only if the teacher (i) previously attained contractual continued service in a different school district or program in this State, (ii) voluntarily departed or was honorably dismissed from that school district or program in the school term immediately prior to the teacher's first school term of service applicable to the attainment of contractual continued service under this subdivision (3), and (iii) received, in his or her 2 most recent overall annual or biennial evaluations from the prior school district or program, ratings of at least "Proficient", with

both such ratings occurring after the school district's or program's PERA implementation date. For a teacher to attain contractual continued service under this subdivision (3), the teacher shall provide official copies of his or her 2 most recent overall annual or biennial evaluations from the prior school district or program to the new school district or program within 60 days from the teacher's first day of service with the new school district or program. The prior school district or program must provide the teacher with official copies of his or her 2 most recent overall annual or biennial evaluations within 14 days after the teacher's request. If a teacher has requested such official copies prior to 45 days after the teacher's first day of service with the new school district or program and the teacher's prior school district or program fails to provide the teacher with the official copies required under this subdivision (3), then the time period for the teacher to submit the official copies to his or her new school district or program must be extended until 14 days after receipt of such copies from the prior school district or program. If the prior school district or program fails to provide the teacher with the official copies required under this subdivision (3) within 90 days from the teacher's first day of service with the new school district or program, then the new school district or program shall rely upon the teacher's own copies of his or her evaluations for purposes of this subdivision (3).

If the teacher does not receive overall annual evaluations of "Excellent" in the school terms necessary for eligibility to achieve accelerated contractual continued service in subdivisions (2) and (3) of this subsection (d), the teacher shall be eligible for contractual continued service pursuant to subdivision (1) of this subsection (d). If, at the conclusion of 4 consecutive school terms of service that count toward attainment of contractual continued service, the teacher's performance does not qualify the teacher for contractual continued service under subdivision (1) of this subsection (d), then the teacher shall not enter upon contractual continued service and shall be dismissed. If a performance evaluation is not conducted for any school term when such evaluation is required to be conducted under Section 24A-5 of this Code, then the teacher's performance evaluation rating for such school term for purposes of determining the attainment of contractual continued service shall be deemed "Proficient".

- (e) For the purposes of determining contractual continued service, a school term shall be counted only toward attainment of contractual continued service if the teacher actually teaches or is otherwise present and participating in the district's or program's educational program for 120 days or more, provided that the days of leave under the federal Family Medical Leave Act that the teacher is required to take until the end of the school term shall be considered days of teaching or participation in the district's or program's educational program. A school term that is not counted toward attainment of contractual continued service shall not be considered a break in service for purposes of determining whether a teacher has been employed for 4 consecutive school terms, provided that the teacher actually teaches or is otherwise present and participating in the district's or program's educational program in the following school term.
- (f) If the employing board determines to dismiss the teacher in the last year of the probationary period as provided in subsection (c) of this Section or subdivision (1) or (2) of subsection (d) of this Section, but not subdivision (3) of subsection (d) of this Section, the written notice of dismissal provided by the employing board must contain specific reasons for dismissal. Any full-time teacher who does not receive written notice from the employing board at least 45 days before the end of any school term as provided in this Section and whose performance does not require dismissal after the fourth probationary year pursuant to subsection (d) of this Section shall be re-employed for the following school term.
- (g) Contractual continued service shall continue in effect the terms and provisions of the contract with the teacher during the last school term of the probationary period, subject to this Act and the lawful regulations of the employing board. This Section and succeeding Sections do not modify any existing power of the board except with respect to the procedure of the discharge of a teacher and reductions in salary as hereinafter provided. Contractual continued service status shall not restrict the power of the board to transfer a teacher to a position which the teacher is qualified to fill or to make such salary adjustments as it deems desirable, but unless reductions in salary are uniform or based upon some reasonable classification, any teacher whose salary is reduced shall be entitled to a notice and a hearing as hereinafter provided in the case of certain dismissals or removals.
- (h) If, by reason of any change in the boundaries of school districts or by reason of the creation of a new school district, the position held by any teacher having a contractual continued service status is transferred from one board to the control of a new or different board, then the contractual continued service status of the teacher is

not thereby lost, and such new or different board is subject to this Code with respect to the teacher in the same manner as if the teacher were its employee and had been its employee during the time the teacher was actually employed by the board from whose control the position was transferred.

- (i) The employment of any teacher in a program of a special education joint agreement established under Section 3-15.14, 10-22.31 or 10-22.31a shall be governed by this and succeeding Sections of this Article. For purposes of attaining and maintaining contractual continued service and computing length of continuing service as referred to in this Section and Section 24-12, employment in a special educational joint program shall be deemed a continuation of all previous certificated employment of such teacher for such joint agreement whether the employer of the teacher was the joint agreement, the regional superintendent, or one of the participating districts in the joint agreement.
- (j) For any teacher employed after July 1, 1987 as a full-time teacher in a program of a special education joint agreement, whether the program is operated by the joint agreement or a member district on behalf of the joint agreement, in the event of a reduction in the number of programs or positions in the joint agreement in which the notice of dismissal is provided on or before the end of the 2010-2011 school term, the teacher in contractual continued service is eligible for employment in the joint agreement programs for which the teacher is legally qualified in order of greater length of continuing service in the joint agreement, unless an alternative method of determining the sequence of dismissal is established in a collective bargaining agreement. For any teacher employed after July 1, 1987 as a full-time teacher in a program of a special education joint agreement, whether the program is operated by the joint agreement or a member district on behalf of the joint agreement, in the event of a reduction in the number of programs or positions in the joint agreement in which the notice of dismissal is provided during the 2011-2012 school term or a subsequent school term, the teacher shall be included on the honorable dismissal lists of all joint agreement programs for positions for which the teacher is qualified and is eligible for employment in such programs in accordance with subsections (b) and (c) of Section 24-12 of this Code and the applicable honorable dismissal policies of the joint agreement.
- (k) For any teacher employed after July 1, 1987 as a full-time teacher in a program of a special education joint agreement, whether the program is operated by the joint agreement or a member district on behalf of the joint agreement, in the event of the dissolution of a joint agreement, in which the notice to teachers of the dissolution is provided during the 2010-2011 school term, the teacher in contractual continued service who is legally qualified shall be assigned to any comparable position in a member district currently held by a teacher who has not entered upon contractual continued service or held by a teacher who has entered upon contractual continued service with a shorter length of contractual continued service. Any teacher employed after July 1, 1987 as a full-time teacher in a program of a special education joint agreement, whether the program is operated by the joint agreement or a member district on behalf of the joint agreement, in the event of the dissolution of a joint agreement in which the notice to teachers of the dissolution is provided during the 2011-2012 school term or a subsequent school term, the teacher who is qualified shall be included on the order of honorable dismissal lists of each member district and shall be assigned to any comparable position in any such district in accordance with subsections (b) and (c) of Section 24-12 of this Code and the applicable honorable dismissal policies of each member district.
- (I) The governing board of the joint agreement, or the administrative district, if so authorized by the articles of agreement of the joint agreement, rather than the board of education of a school district, may carry out employment and termination actions including dismissals under this Section and Section 24-12.
- (m) The employment of any teacher in a special education program authorized by Section 14-1.01 through 14-14.01, or a joint educational program established under Section 10-22.31a, shall be under this and the succeeding Sections of this Article, and such employment shall be deemed a continuation of the previous employment of such teacher in any of the participating districts, regardless of the participation of other districts in the program.
- (n) Any teacher employed as a full-time teacher in a special education program prior to September 23, 1987 in which 2 or more school districts participate for a probationary period of 2 consecutive years shall enter upon contractual continued service in each of the participating districts, subject to this and the succeeding Sections of this Article, and, notwithstanding Section 24-1.5 of this Code, in the event of the termination of the program shall be eligible for any vacant position in any of such districts for which such teacher is qualified.

(Source: P.A. 97-8, eff. 6-13-11; 98-513, eff. 1-1-14.)

(105 ILCS 5/24-12) (from Ch. 122, par. 24-12) Sec. 24-12. Removal or dismissal of teachers in contractual continued service.

(a) This subsection (a) applies only to honorable dismissals and recalls in which the notice of dismissal is provided on or before the end of the 2010-2011 school term. If a teacher in contractual continued service is removed or dismissed as a result of a 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 mailed to the teacher and also given the teacher either by certified mail, return receipt requested or personal delivery with receipt at least 60 days before the end of the school term, together with a statement of honorable dismissal and the reason therefor, and in all such cases the board shall first remove or dismiss all teachers who have not entered upon contractual continued service before removing or dismissing any teacher who has entered upon contractual continued service and who is legally qualified to hold a position currently held by a teacher who has not entered upon contractual continued service.

As between teachers who have entered upon contractual continued service, the teacher or teachers with the shorter length of continuing service with the district shall be dismissed first unless an alternative method of determining the sequence of dismissal is established in a collective bargaining agreement or contract between the board and a professional faculty members' organization and except that this provision shall not impair the operation of any affirmative action program in the district, regardless of whether it exists by operation of law or is conducted on a voluntary basis by the board. Any teacher dismissed as a result of such decrease or discontinuance shall be paid all earned compensation on or before the third business day following the last day of pupil attendance in the regular school term.

If the board has any vacancies for the following school term or within one calendar year from the beginning of the following school term, the positions thereby becoming available shall be tendered to the teachers so removed or dismissed so far as they are legally qualified to hold such positions; provided, however, that if the number of honorable dismissal notices based on economic necessity exceeds 15% of the number of full time equivalent positions filled by certified employees (excluding principals and administrative personnel) during the preceding school year, then if the board has any vacancies for the following school term or within 2 calendar years from the beginning of the following school term, the positions so becoming available shall be tendered to the teachers who were so notified and removed or dismissed whenever they are legally qualified to hold such positions. Each board shall, in consultation with any exclusive employee representatives, each year establish a list, categorized by positions, showing the length of continuing service of each teacher who is qualified to hold any such positions, unless an alternative method of determining a sequence of dismissal is established as provided for in this Section, in which case a list shall be made in accordance with the alternative method. Copies of the list shall be distributed to the exclusive employee representative on or before February 1 of each year. Whenever the number of honorable dismissal notices based upon economic necessity exceeds 5, or 150% of the average number of teachers honorably dismissed in the preceding 3 years, whichever is more, then the board also shall hold a public hearing on the question of the dismissals. Following the hearing and board review the action to approve any such reduction shall require a majority vote of the board members.

(b) This subsection (b) applies only to honorable dismissals and recalls in which the notice of dismissal is provided during the 2011-2012 school term or a subsequent school term. If any teacher, whether or not in contractual continued service, is removed or dismissed as a result of a decision of a school board to decrease the number of teachers employed by the board, a decision of a school board to discontinue some particular type of teaching service, or a reduction in the number of programs or positions in a special education joint agreement, then written notice must be mailed to the teacher and also given to the teacher either by certified mail, return receipt requested, or personal delivery with receipt at least 45 days before the end of the school term, together with a statement of honorable dismissal and the reason therefor, and in all such cases the sequence of dismissal shall occur in accordance with this subsection (b); except that this subsection (b) shall not impair the operation of any affirmative action program in the school district, regardless of whether it exists by operation of law or is conducted on a voluntary basis by the board.

Each teacher must be categorized into one or more positions for which the teacher is qualified to hold, based upon legal qualifications and any other qualifications established in a district or joint agreement job description, on or before the May 10 prior to the school year during which the sequence of dismissal is determined. Within each position and subject to agreements made by the joint committee on honorable dismissals that are

authorized by subsection (c) of this Section, the school district or joint agreement must establish 4 groupings of teachers qualified to hold the position as follows:

- (1) Grouping one shall consist of each teacher who is not in contractual continued service and who (i) has not received a performance evaluation rating, (ii) is employed for one school term or less to replace a teacher on leave, or (iii) is employed on a part-time basis. "Part-time basis" for the purposes of this subsection (b) means a teacher who is employed to teach less than a full-day, teacher workload or less than 5 days of the normal student attendance week, unless otherwise provided for in a collective bargaining agreement between the district and the exclusive representative of the district's teachers. For the purposes of this Section, a teacher (A) who is employed as a full-time teacher but who actually teaches or is otherwise present and participating in the district's educational program for less than a school term or (B) who, in the immediately previous school term, was employed on a full-time basis and actually taught or was otherwise present and participated in the district's educational program for 120 days or more is not considered employed on a part-time basis.
- (2) Grouping 2 shall consist of each teacher with a Needs Improvement or Unsatisfactory performance evaluation rating on either of the teacher's last 2 performance evaluation ratings.
- (3) Grouping 3 shall consist of each teacher with a performance evaluation rating of at least Satisfactory or Proficient on both of the teacher's last 2 performance evaluation ratings, if 2 ratings are available, or on the teacher's last performance evaluation rating, if only one rating is available, unless the teacher qualifies for placement into grouping 4.
- (4) Grouping 4 shall consist of each teacher whose last 2 performance evaluation ratings are Excellent and each teacher with 2 Excellent performance evaluation ratings out of the teacher's last 3 performance evaluation ratings with a third rating of Satisfactory or Proficient.

Among teachers qualified to hold a position, teachers must be dismissed in the order of their groupings, with teachers in grouping one dismissed first and teachers in grouping 4 dismissed last.

Within grouping one, the sequence of dismissal must be at the discretion of the school district or joint agreement. Within grouping 2, the sequence of dismissal must be based upon average performance evaluation ratings, with the teacher or teachers with the lowest average performance evaluation rating dismissed first. A teacher's average performance evaluation rating must be calculated using the average of the teacher's last 2 performance evaluation ratings, if 2 ratings are available, or the teacher's last performance evaluation rating, if only one rating is available, using the following numerical values: 4 for Excellent; 3 for Proficient or Satisfactory; 2 for Needs Improvement; and 1 for Unsatisfactory. As between or among teachers in grouping 2 with the same average performance evaluation rating and within each of groupings 3 and 4, the teacher or teachers with the shorter length of continuing service with the school district or joint agreement must be dismissed first unless an alternative method of determining the sequence of dismissal is established in a collective bargaining agreement or contract between the board and a professional faculty members' organization.

Each board, including the governing board of a joint agreement, shall, in consultation with any exclusive employee representatives, each year establish a sequence of honorable dismissal list categorized by positions and the groupings defined in this subsection (b). Copies of the list showing each teacher by name and categorized by positions and the groupings defined in this subsection (b) must be distributed to the exclusive bargaining representative at least 75 days before the end of the school term, provided that the school district or joint agreement may, with notice to any exclusive employee representatives, move teachers from grouping one into another grouping during the period of time from 75 days until 45 days before the end of the school term. Each year, each board shall also establish, in consultation with any exclusive employee representatives, a list showing the length of continuing service of each teacher who is qualified to hold any such positions, unless an alternative method of determining a sequence of dismissal is established as provided for in this Section, in which case a list must be made in accordance with the alternative method. Copies of the list must be distributed to the exclusive employee representative at least 75 days before the end of the school term.

Any teacher dismissed as a result of such decrease or discontinuance must be paid all earned compensation on or before the third business day following the last day of pupil attendance in the regular school term.

If the board or joint agreement has any vacancies for the following school term or within one calendar year from the beginning of the following school term, the positions thereby becoming available must be tendered to the teachers so removed or dismissed who were in groupings 3 or 4 of the seguence of dismissal and are qualified to hold the positions, based upon legal qualifications and any other qualifications established in a district or joint agreement job description, on or before the May 10 prior to the date of the positions becoming available, provided that if the number of honorable dismissal notices based on economic necessity exceeds 15% of the number of full-time equivalent positions filled by certified employees (excluding principals and administrative personnel) during the preceding school year, then the recall period is for the following school term or within 2 calendar years from the beginning of the following school term. If the board or joint agreement has any vacancies within the period from the beginning of the following school term through February 1 of the following school term (unless a date later than February 1, but no later than 6 months from the beginning of the following school term, is established in a collective bargaining agreement), the positions thereby becoming available must be tendered to the teachers so removed or dismissed who were in grouping 2 of the sequence of dismissal due to one "needs improvement" rating on either of the teacher's last 2 performance evaluation ratings, provided that, if 2 ratings are available, the other performance evaluation rating used for grouping purposes is "satisfactory", "proficient", or "excellent", and are qualified to hold the positions, based upon legal qualifications and any other qualifications established in a district or joint agreement job description, on or before the May 10 prior to the date of the positions becoming available. On and after the effective date of this amendatory Act of the 98th General Assembly, the preceding sentence shall apply to teachers removed or dismissed by honorable dismissal, even if notice of honorable dismissal occurred during the 2013-2014 school year. Among teachers eligible for recall pursuant to the preceding sentence, the order of recall must be in inverse order of dismissal, unless an alternative order of recall is established in a collective bargaining agreement or contract between the board and a professional faculty members' organization. Whenever the number of honorable dismissal notices based upon economic necessity exceeds 5 notices or 150% of the average number of teachers honorably dismissed in the preceding 3 years, whichever is more, then the school board or governing board of a joint agreement, as applicable, shall also hold a public hearing on the question of the dismissals. Following the hearing and board review, the action to approve any such reduction shall require a majority vote of the board members.

For purposes of this subsection (b), subject to agreement on an alternative definition reached by the joint committee described in subsection (c) of this Section, a teacher's performance evaluation rating means the overall performance evaluation rating resulting from an annual or biennial performance evaluation conducted pursuant to Article 24A of this Code by the school district or joint agreement determining the sequence of dismissal, not including any performance evaluation conducted during or at the end of a remediation period. No more than one evaluation rating each school term shall be one of the evaluation ratings used for the purpose of determining the sequence of dismissal. Except as otherwise provided in this subsection for any performance evaluations conducted during or at the end of a remediation period, if multiple performance evaluations are conducted in a school term, only the rating from the last evaluation conducted prior to establishing the sequence of honorable dismissal list in such school term shall be the one evaluation rating from that school term used for the purpose of determining the sequence of dismissal. Averaging ratings from multiple evaluations is not permitted unless otherwise agreed to in a collective bargaining agreement or contract between the board and a professional faculty members' organization. The preceding 3 sentences are not a legislative declaration that existing law does or does not already require that only one performance evaluation each school term shall be used for the purpose of determining the sequence of dismissal. For performance evaluation ratings determined prior to September 1, 2012, any school district or joint agreement with a performance evaluation rating system that does not use either of the rating category systems specified in subsection (d) of Section 24A-5 of this Code for all teachers must establish a basis for assigning each teacher a rating that complies with subsection (d) of Section 24A-5 of this Code for all of the performance evaluation ratings that are to be used to determine the sequence of dismissal. A teacher's grouping and ranking on a sequence of honorable dismissal shall be deemed a part of the teacher's performance evaluation, and that information shall be disclosed to the exclusive bargaining representative as part of a sequence of honorable dismissal list, notwithstanding any laws prohibiting disclosure of such information. A performance evaluation rating may be used to determine the sequence of dismissal, notwithstanding the pendency of any grievance resolution or arbitration procedures relating to the performance evaluation. If a teacher has received at least one performance evaluation rating conducted by the school district or joint agreement determining the sequence of dismissal and a subsequent performance evaluation is not conducted in any school year in which such evaluation is required to be conducted under Section 24A-5 of this Code, the teacher's performance evaluation rating for that school year for purposes of determining the sequence of dismissal is deemed

Proficient. If a performance evaluation rating is nullified as the result of an arbitration, administrative agency, or court determination, then the school district or joint agreement is deemed to have conducted a performance evaluation for that school year, but the performance evaluation rating may not be used in determining the sequence of dismissal.

Nothing in this subsection (b) shall be construed as limiting the right of a school board or governing board of a joint agreement to dismiss a teacher not in contractual continued service in accordance with Section 24-11 of this Code.

Any provisions regarding the sequence of honorable dismissals and recall of honorably dismissed teachers in a collective bargaining agreement entered into on or before January 1, 2011 and in effect on the effective date of this amendatory Act of the 97th General Assembly that may conflict with this amendatory Act of the 97th General Assembly shall remain in effect through the expiration of such agreement or June 30, 2013, whichever is earlier.

- (c) Each school district and special education joint agreement must use a joint committee composed of equal representation selected by the school board and its teachers or, if applicable, the exclusive bargaining representative of its teachers, to address the matters described in paragraphs (1) through (5) of this subsection (c) pertaining to honorable dismissals under subsection (b) of this Section.
 - (1) The joint committee must consider and may agree to criteria for excluding from grouping 2 and placing into grouping 3 a teacher whose last 2 performance evaluations include a Needs Improvement and either a Proficient or Excellent.
 - (2) The joint committee must consider and may agree to an alternative definition for grouping 4, which definition must take into account prior performance evaluation ratings and may take into account other factors that relate to the school district's or program's educational objectives. An alternative definition for grouping 4 may not permit the inclusion of a teacher in the grouping with a Needs Improvement or Unsatisfactory performance evaluation rating on either of the teacher's last 2 performance evaluation ratings.
 - (3) The joint committee may agree to including within the definition of a performance evaluation rating a performance evaluation rating administered by a school district or joint agreement other than the school district or joint agreement determining the sequence of dismissal.
 - (4) For each school district or joint agreement that administers performance evaluation ratings that are inconsistent with either of the rating category systems specified in subsection (d) of Section 24A-5 of this Code, the school district or joint agreement must consult with the joint committee on the basis for assigning a rating that complies with subsection (d) of Section 24A-5 of this Code to each performance evaluation rating that will be used in a sequence of dismissal.
 - (5)Upon request by a joint committee member submitted to the employing board by no later than 10 days after the distribution of the sequence of honorable dismissal list, a representative of the employing board shall, within 5 days after the request, provide to members of the joint committee a list showing the most recent and prior performance evaluation ratings of each teacher identified only by length of continuing service in the district or joint agreement and not by name. If, after review of this list, a member of the joint committee has a good faith belief that a disproportionate number of teachers with greater length of continuing service with the district or joint agreement have received a recent performance evaluation rating lower than the prior rating, the member may request that the joint committee review the list to assess whether such a trend may exist. Following the joint committee's review, but by no later than the end of the applicable school term, the joint committee or any member or members of the joint committee may submit a report of the review to the employing board and exclusive bargaining representative, if any. Nothing in this paragraph (5) shall impact the order of honorable dismissal or a school district's or joint agreement's authority to carry out a dismissal in accordance with subsection (b) of this Section.

Agreement by the joint committee as to a matter requires the majority vote of all committee members, and if the joint committee does not reach agreement on a matter, then the otherwise

applicable requirements of subsection (b) of this Section shall apply. Except as explicitly set forth in this subsection (c), a joint committee has no authority to agree to any further modifications to the requirements for honorable dismissals set forth in subsection (b) of this Section. The joint committee must be established, and the first meeting of the joint committee each school year must occur on or before December 1.

The joint committee must reach agreement on a matter on or before February 1 of a school year in order for the agreement of the joint committee to apply to the sequence of dismissal determined during that school year. Subject to the February 1 deadline for agreements, the agreement of a joint committee on a matter shall apply to the sequence of dismissal until the agreement is amended or terminated by the joint committee.

- (d) Notwithstanding anything to the contrary in this subsection (d), the requirements and dismissal procedures of Section 24-16.5 of this Code shall apply to any dismissal sought under Section 24-16.5 of this Code.
 - (1) If a dismissal of a teacher in contractual continued service is sought for any reason or cause other than an honorable dismissal under subsections (a) or (b) of this Section or a dismissal sought under Section 24-16.5 of this Code, including those under Section 10-22.4, the board must first approve a motion containing specific charges by a majority vote of all its members. Written notice of such charges, including a bill of particulars and the teacher's right to request a hearing, must be mailed to the teacher and also given to the teacher either by certified mail, return receipt requested, or personal delivery with receipt within 5 days of the adoption of the motion. Any written notice sent on or after July 1, 2012 shall inform the teacher of the right to request a hearing before a mutually selected hearing officer, with the cost of the hearing officer split equally between the teacher and the board, or a hearing before a board-selected hearing officer, with the cost of the hearing officer paid by the board.

Before setting a hearing on charges stemming from causes that are considered remediable, a board must give the teacher reasonable warning in writing, stating specifically the causes that, if not removed, may result in charges; however, no such written warning is required if the causes have been the subject of a remediation plan pursuant to Article 24A of this Code.

If, in the opinion of the board, the interests of the school require it, the board may suspend the teacher without pay, pending the hearing, but if the board's dismissal or removal is not sustained, the teacher shall not suffer the loss of any salary or benefits by reason of the suspension.

- (2) No hearing upon the charges is required unless the teacher within 17 days after receiving notice requests in writing of the board that a hearing be scheduled before a mutually selected hearing officer or a hearing officer selected by the board. The secretary of the school board shall forward a copy of the notice to the State Board of Education.
- (3) Within 5 business days after receiving a notice of hearing in which either notice to the teacher was sent before July 1, 2012 or, if the notice was sent on or after July 1, 2012, the teacher has requested a hearing before a mutually selected hearing officer, the State Board of Education shall provide a list of 5 prospective, impartial hearing officers from the master list of qualified, impartial hearing officers maintained by the State Board of Education. Each person on the master list must (i) be accredited by a national arbitration organization and have had a minimum of 5 years of experience directly related to labor and employment relations matters between employers and employees or their exclusive bargaining representatives and (ii) beginning September 1, 2012, have participated in training provided or approved by the State Board of Education for teacher dismissal hearing officers so that he or she is familiar with issues generally involved in evaluative and non-evaluative dismissals.

If notice to the teacher was sent before July 1, 2012 or, if the notice was sent on or after July 1, 2012, the teacher has requested a hearing before a mutually selected hearing officer, the board and the teacher or their legal representatives within 3 business days shall alternately strike one name from the list provided by the State Board of Education until only one name remains. Unless waived by the teacher, the teacher shall have the right to proceed first with the striking.

Within 3 business days of receipt of the list provided by the State Board of Education, the board and the teacher or their legal representatives shall each have the right to reject all prospective hearing officers named on the list and notify the State Board of Education of such rejection. Within 3 business days after receiving this notification, the State Board of Education shall appoint a qualified person from the master list who did not appear on the list sent to the parties to serve as the hearing officer, unless the parties notify it that they have chosen to alternatively select a hearing officer under paragraph (4) of this subsection (d).

If the teacher has requested a hearing before a hearing officer selected by the board, the board shall select one name from the master list of qualified impartial hearing officers maintained by the State Board of Education within 3 business days after receipt and shall notify the State Board of Education of its selection.

A hearing officer mutually selected by the parties, selected by the board, or selected through an alternative selection process under paragraph (4) of this subsection (d) (A) must not be a resident of the school district, (B) must be available to commence the hearing within 75 days and conclude the hearing within 120 days after being selected as the hearing officer, and (C) must issue a decision as to whether the teacher must be dismissed and give a copy of that decision to both the teacher and the board within 30 days from the conclusion of the hearing or closure of the record, whichever is later.

- (4) In the alternative to selecting a hearing officer from the list received from the State Board of Education or accepting the appointment of a hearing officer by the State Board of Education or if the State Board of Education cannot provide a list or appoint a hearing officer that meets the foregoing requirements, the board and the teacher or their legal representatives may mutually agree to select an impartial hearing officer who is not on the master list either by direct appointment by the parties or by using procedures for the appointment of an arbitrator established by the Federal Mediation and Conciliation Service or the American Arbitration Association. The parties shall notify the State Board of Education of their intent to select a hearing officer using an alternative procedure within 3 business days of receipt of a list of prospective hearing officers provided by the State Board of Education, notice of appointment of a hearing officer by the State Board of Education, or receipt of notice from the State Board of Education that it cannot provide a list that meets the foregoing requirements, whichever is later.
- (5) If the notice of dismissal was sent to the teacher before July 1, 2012, the fees and costs for the hearing officer must be paid by the State Board of Education. If the notice of dismissal was sent to the teacher on or after July 1, 2012, the hearing officer's fees and costs must be paid as follows in this paragraph (5). The fees and permissible costs for the hearing officer must be determined by the State Board of Education. If the board and the teacher or their legal representatives mutually agree to select an impartial hearing officer who is not on a list received from the State Board of Education, they may agree to supplement the fees determined by the State Board to the hearing officer, at a rate consistent with the hearing officer's published professional fees. If the hearing officer is mutually selected by the parties, then the board and the teacher or their legal representatives shall each pay 50% of the fees and costs and any supplemental allowance to which they agree. If the hearing officer is selected by the board, then the board shall pay 100% of the hearing officer's fees and costs. The fees and costs must be paid to the hearing officer within 14 days after the board and the teacher or their legal representatives receive the hearing officer's decision set forth in paragraph (7) of this subsection (d).
- (6) The teacher is required to answer the bill of particulars and aver affirmative matters in his or her defense, and the time for initially doing so and the time for updating such answer and defenses after pre-hearing discovery must be set by the hearing officer. The State Board of Education shall promulgate rules so that each party has a fair opportunity to present its case and to ensure that the dismissal process proceeds in a fair and expeditious manner. These rules shall address, without limitation, discovery and hearing scheduling conferences; the teacher's initial answer and affirmative defenses to the bill of particulars and the updating of that information after prehearing discovery; provision for written interrogatories and requests for production of documents; the requirement that each party initially disclose to the other party and then update

the disclosure no later than 10 calendar days prior to the commencement of the hearing, the names and addresses of persons who may be called as witnesses at the hearing, a summary of the facts or opinions each witness will testify to, and all other documents and materials, including information maintained electronically, relevant to its own as well as the other party's case (the hearing officer may exclude witnesses and exhibits not identified and shared, except those offered in rebuttal for which the party could not reasonably have anticipated prior to the hearing); pre-hearing discovery and preparation, including provision for written interrogatories and requests for production of documents, provided that discovery depositions are prohibited; the conduct of the hearing; the right of each party to be represented by counsel, the offer of evidence and witnesses and the cross-examination of witnesses; the authority of the hearing officer to issue subpoenas and subpoenas duces tecum, provided that the hearing officer may limit the number of witnesses to be subpoenaed on behalf of each party to no more than 7; the length of post-hearing briefs; and the form, length, and content of hearing officers' decisions. The hearing officer shall hold a hearing and render a final decision for dismissal pursuant to Article 24A of this Code or shall report to the school board findings of fact and a recommendation as to whether or not the teacher must be dismissed for conduct. The hearing officer shall commence the hearing within 75 days and conclude the hearing within 120 days after being selected as the hearing officer, provided that the hearing officer may modify these timelines upon the showing of good cause or mutual agreement of the parties. Good cause for the purpose of this subsection (d) shall mean the illness or otherwise unavoidable emergency of the teacher, district representative, their legal representatives, the hearing officer, or an essential witness as indicated in each party's pre-hearing submission. In a dismissal hearing pursuant to Article 24A of this Code, the hearing officer shall consider and give weight to all of the teacher's evaluations written pursuant to Article 24A that are relevant to the issues in the hearing.

Each party shall have no more than 3 days to present its case, unless extended by the hearing officer to enable a party to present adequate evidence and testimony, including due to the other party's cross-examination of the party's witnesses, for good cause or by mutual agreement of the parties. The State Board of Education shall define in rules the meaning of "day" for such purposes. All testimony at the hearing shall be taken under oath administered by the hearing officer. The hearing officer shall cause a record of the proceedings to be kept and shall employ a competent reporter to take stenographic or stenotype notes of all the testimony. The costs of the reporter's attendance and services at the hearing shall be paid by the party or parties who are responsible for paying the fees and costs of the hearing officer. Either party desiring a transcript of the hearing shall pay for the cost thereof. Any post-hearing briefs must be submitted by the parties by no later than 21 days after a party's receipt of the transcript of the hearing, unless extended by the hearing officer for good cause or by mutual agreement of the parties.

The hearing officer shall, within 30 days from the conclusion of the hearing or closure of the (7) record, whichever is later, make a decision as to whether or not the teacher shall be dismissed pursuant to Article 24A of this Code or report to the school board findings of fact and a recommendation as to whether or not the teacher shall be dismissed for cause and shall give a copy of the decision or findings of fact and recommendation to both the teacher and the school board. If a hearing officer fails without good cause, specifically provided in writing to both parties and the State Board of Education, to render a decision or findings of fact and recommendation within 30 days after the hearing is concluded or the record is closed, whichever is later, the parties may mutually agree to select a hearing officer pursuant to the alternative procedure, as provided in this Section, to rehear the charges heard by the hearing officer who failed to render a decision or findings of fact and recommendation or to review the record and render a decision. If any hearing officer fails without good cause, specifically provided in writing to both parties and the State Board of Education, to render a decision or findings of fact and recommendation within 30 days after the hearing is concluded or the record is closed, whichever is later, the hearing officer shall be removed from the master list of hearing officers maintained by the State Board of Education for not more than 24 months. The parties and the State Board of Education may also take such other actions as it deems appropriate, including recovering, reducing, or withholding any fees paid or to be paid to the hearing officer. If any hearing officer repeats such failure, he or she must be permanently removed from the master list maintained by the State Board of Education and may not be selected by parties through the alternative selection process under this paragraph (7) or paragraph (4) of this subsection (d). The board shall not lose jurisdiction to discharge a teacher if the hearing officer fails to render a decision or findings of fact and recommendation within the time specified in this Section. If the decision of the hearing officer for dismissal pursuant to Article 24A of this Code or of the school board for dismissal for cause is in favor of the teacher, then the hearing officer or school board shall order reinstatement to the same or substantially equivalent position and shall determine the amount for which the school board is liable, including, but not limited to, loss of income and benefits.

(8) The school board, within 45 days after receipt of the hearing officer's findings of fact and recommendation as to whether (i) the conduct at issue occurred, (ii) the conduct that did occur was remediable, and (iii) the proposed dismissal should be sustained, shall issue a written order as to whether the teacher must be retained or dismissed for cause from its employ. The school board's written order shall incorporate the hearing officer's findings of fact, except that the school board may modify or supplement the findings of fact if, in its opinion, the findings of fact are against the manifest weight of the evidence.

If the school board dismisses the teacher notwithstanding the hearing officer's findings of fact and recommendation, the school board shall make a conclusion in its written order, giving its reasons therefor, and such conclusion and reasons must be included in its written order. The failure of the school board to strictly adhere to the timelines contained in this Section shall not render it without jurisdiction to dismiss the teacher. The school board shall not lose jurisdiction to discharge the teacher for cause if the hearing officer fails to render a recommendation within the time specified in this Section. The decision of the school board is final, unless reviewed as provided in paragraph (9) of this subsection (d).

If the school board retains the teacher, the school board shall enter a written order stating the amount of back pay and lost benefits, less mitigation, to be paid to the teacher, within 45 days after its retention order. Should the teacher object to the amount of the back pay and lost benefits or amount mitigated, the teacher shall give written objections to the amount within 21 days. If the parties fail to reach resolution within 7 days, the dispute shall be referred to the hearing officer, who shall consider the school board's written order and teacher's written objection and determine the amount to which the school board is liable. The costs of the hearing officer's review and determination must be paid by the board.

- (9) The decision of the hearing officer pursuant to Article 24A of this Code or of the school board's decision to dismiss for cause is final unless reviewed as provided in Section 24-16 of this Act. If the school board's decision to dismiss for cause is contrary to the hearing officer's recommendation, the court on review shall give consideration to the school board's decision and its supplemental findings of fact, if applicable, and the hearing officer's findings of fact and recommendation in making its decision. In the event such review is instituted, the school board shall be responsible for preparing and filing the record of proceedings, and such costs associated therewith must be divided equally between the parties.
- (10) If a decision of the hearing officer for dismissal pursuant to Article 24A of this Code or of the school board for dismissal for cause is adjudicated upon review or appeal in favor of the teacher, then the trial court shall order reinstatement and shall remand the matter to the school board with direction for entry of an order setting the amount of back pay, lost benefits, and costs, less mitigation. The teacher may challenge the school board's order setting the amount of back pay, lost benefits, and costs, less mitigation, through an expedited arbitration procedure, with the costs of the arbitrator borne by the school board.

Any teacher who is reinstated by any hearing or adjudication brought under this Section shall be assigned by the board to a position substantially similar to the one which that teacher held prior to that teacher's suspension or dismissal.

(11) Subject to any later effective date referenced in this Section for a specific aspect of the dismissal process, the changes made by this amendatory Act of the 97th General Assembly shall apply to dismissals instituted on or after September 1, 2011. Any dismissal instituted prior to September

- 1, 2011 must be carried out in accordance with the requirements of this Section prior to amendment by this amendatory Act of 97th General Assembly.
- (e) Nothing contained in this amendatory Act of the 98th General Assembly repeals, supersedes, invalidates, or nullifies final decisions in lawsuits pending on the effective date of this amendatory Act of the 98th General Assembly in Illinois courts involving the interpretation of Public Act 97-8.

(Source: P.A. 97-8, eff. 6-13-11; 98-513, eff. 1-1-14; 98-648, eff. 7-1-14.)

(105 ILCS 5/24-12.1) (from Ch. 122, par. 24-12.1) Sec. 24-12.1. Rights of recalled teachers.

Any teacher on contractual continued service who is removed or dismissed as a result of a decision of the board to decrease the number of teachers employed by the board or to discontinue some particular type of teaching service and who accepts the tender of a vacancy within one calendar year from the beginning of the following school term pursuant to Section 24-12 shall lose no rights which accrued while in contractual continued service.

(Source: P.A. 82-997.)