

**STREATOR ELEMENTARY SCHOOL DISTRICT
NO. 44**

AND

STREATOR EDUCATION ASSOCIATION

CONTRACT

2020-2021

2021-2022

2022-2023

Index

<u>JOINT PROVISIONS</u>		Page
ARTICLE 1	Recognition	1
ARTICLE 2	Association and Employee Rights	2
ARTICLE 3	Complete Understanding/Effect of Agreement	8
ARTICLE 4	Grievance Procedure	9
ARTICLE 5	Dues and Other Deductions	12
ARTICLE 6	Group Health Insurance	14
ARTICLE 7	Board Authority	16
ARTICLE 8	No Strike/No Lockout	17
ARTICLE 9	Negotiations Procedures	18
ARTICLE 10	Learning Conditions	20
<u>TEACHER PROVISIONS</u>		
ARTICLE 11	Evaluation	23
ARTICLE 12	Teacher Termination	28
ARTICLE 13	Reduction in Force	29
ARTICLE 14	Pupil Discipline	30
ARTICLE 15	Professional Qualifications and Assignments	33
ARTICLE 16	Teaching Hours and Assignments	34
ARTICLE 17	Vacancies, Transfers, and Promotions	35

ARTICLE 18	Leaves	36
ARTICLE 19	Other Fringe Benefits-Tuition Reimbursement	42
ARTICLE 20	Professional Compensation and Related Provision	43
ARTICLE 21	Teaching Conditions and Staff Facilities	49
ARTICLE 22	Supplemental Pay Schedule and Regulations	50

SUPPORT STAFF PROVISIONS

ARTICLE 23	Definitions	52
ARTICLE 24	Support Staff Rights	56
ARTICLE 25	Working Conditions	58
ARTICLE 26	Leaves of Absence	63
ARTICLE 27	Reduction in Force	70
ARTICLE 28	Retirement Benefits	72
ARTICLE 29	Mileage, Tools & Clothing Allowance	73
ARTICLE 30	Duration of Agreement & Signatures	75

WAGE SCHEDULES

APPENDIX A	Teacher Salary	76
APPENDIX B	Support Personnel Salary	80
APPENDIX C	Extra Duty Pay	81
APPENDIX D	Teacher Evaluation Forms	83

JOINT PROVISIONS

ARTICLE 1

Recognition

- A. The Board of Education of Streator Elementary School District #44, hereafter referred to as the "Board" recognizes the Streator Education Association, an affiliate of the Illinois Education Association and the National Education Association, hereinafter referred to as the "Association" as the sole negotiation agent for the following:

INCLUDED: All regularly employed full-time and part-time professional teachers and speech pathologists, all regularly employed full-time and part-time support staff employees including 12-month secretaries, 10-month secretaries, district library secretary, Northlawn library secretary, library clerks, nurse, healthcare providers, head of maintenance, maintenance worker, head custodians, custodians, learning adjustment center supervisor/focus room aide, RtI behavioral interventionists, regular ed. teacher aides, special ed. teacher aides, hearing impaired aide, and ELL tutor.

EXCLUDED: All regularly employed full-time and part-time non-bargaining professional staff, all regularly employed full-time and part-time non-bargaining employees including the superintendent, assistants to the superintendent, secretary to the superintendent, bookkeepers, principals, assistant principals, psychologists, social workers, technology coordinator, technology assistant, cafeteria workers, delivery driver, buildings/grounds worker, lunch hour supervisors, substitutes and all managerial, supervisory and confidential employees as defined by the Act.

- B.** The word "Agreement" shall refer to this collective bargaining agreement between the Board and the Association. The term "Employee" when used hereinafter in this Agreement, shall refer to all Employees represented by the Association in the negotiating unit defined above, unless the context indicates that the provision applies to Teachers or to Support Staff.

- C.** The term "days" when used in this agreement, except where otherwise indicated, shall mean work days (i.e. days the employee is scheduled to be on the job.).

ARTICLE 2

Association and Employee Rights

- A. Employees shall have the right to form, join, or assist professional employees' organizations, and to participate in negotiations with the Board through representatives of their own choosing. Employees shall also have the right to refrain from any or all of such activities.
- B. The Board shall not discriminate against any Employee with respect to hours, wages, terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or in negotiations with the Board, or his institution of any grievance or proceeding under this Agreement.
- C. Individual Employee contracts or employment agreements, if any, shall be made to conform to this Agreement.
- D. The Board shall place on the agenda of each regular Board meeting for consideration under "Information/Discussion Items" any matters brought to its attention by the Association so long as these matters are made known in writing to the Superintendent at least five (5) business days prior to the regular meeting, provided in his/her discretion the Superintendent may waive such notice. Upon the request of the Superintendent, Association representatives will meet with him/her promptly to review and discuss such matters. The Board may, in its discretion, allow the Union time in closed session to speak.
- E. The President of the Association or his/her designee shall be given written notice, via email, of any regular meeting of the Board held other than as normally scheduled and of any special meeting. The President of the Association or his/her designee shall receive a copy of the agenda and statement of purpose, if there be such, for any regular Board meeting. Any non-confidential written communications conducted after the delivery of the board packets will be given to association representatives before the start of the board meeting. These items shall be provided to the President of the Association in the same manner and at the same time as provided to the Board.
- F. A copy of the proposed minutes of all Board meetings shall be emailed to the Association President no later than the next school day following their preparation by the board secretary. Proposed minutes do not become minutes of the board until adopted by the board.
- G. The Board shall receive Association recommendations for amendment of Board policy and for its fiscal and construction programs. Upon the request of the Superintendent, Association representatives will make themselves available to elaborate upon such proposals.
- H. The Board shall provide the Association, upon request, with regularly prepared information germane to matters within the scope of negotiations. This shall include, but not necessarily be limited to, the current annual financial audit, tentative budget, adopted budget, monthly payment of bills report, the monthly financial report and monthly investment report.

For other than simple information the Association shall provide personnel assistance for the reproduction of the requested information, and shall reimburse the Board for the actual cost of consumable materials used in reproduction.

Nothing herein shall require the Board or its staff to research or assemble information.

- I. The Superintendent or his/her designee shall meet with the representatives of the Association to seek their suggestions for a calendar to be subsequently recommended to the Board for approval.
- J. The Association's views on matters relating to supervisor Employee or Board-Employee relationships shall not be discussed in the presence of students.
- K. Names and addresses of newly-hired Employees shall be made available to this Association within fourteen (14) days after approval of their contracts or employment by the Board.
- L. The Association shall have a maximum of six (6) days in aggregate within the school year to send representatives to attend Association business. The Employee(s) so attending shall be designated by the Association President, provided notice of intention to utilize such day(s) shall be given to the Superintendent at least five (5) school days in advance of such usage, and provided the Association shall reimburse the District for the full salary of any substitute Teacher.
- M. When any Employee is required to appear before the Board or before any Board committee concerning any matter which could directly affect the continuation of that Employee in his/her employment, the Employee shall be given reasonable prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to represent him/her during such meeting or interview. When any Employee is required to meet with the Superintendent or a principal and disciplinary action is to be taken against the Employee, the Employee may have a representative present at such meeting. No Employee will be disciplined without just cause. However, the Board reserves the right to issue Notices to Remedy and/or to dismiss certified employees in accordance with the Illinois School Code and applicable law. Decisions to issue a Notice to Remedy, and/or to dismiss or non-renew certified employees shall not be subject to the grievance-arbitration procedure. The parties further agree that disciplinary records for minor misconduct (conduct that resulted in a written reprimand or less severe disciplinary action) may be removed from the Employee's personnel file after five (5) years from the date of the most recent occurrence. The employee may petition the Board to remove such records after five (5) consecutive years of discipline free employment. The Board retains sole authority and discretion in determining whether to remove such disciplinary records. If the request to remove records of disciplinary action is denied, the Board shall give the Employee a specific written response explaining why the request is denied.
- N. One official personnel file shall be kept for each Employee. Each Employee shall have the

right, upon request, to review the contents of his/her own official district personnel file. Such review shall be during normal office business hours, but not including the hours students are scheduled to be in the schools, and in the presence of a designated Employee of the Board. A representative of the Association may, at the Employee's request, accompany the Employee in this review. Materials related to reemployment may not be placed in the employee's official district personnel file until that employee has been provided an opportunity to read such materials. The Employee shall have opportunity to place a written response to the material in this file, if such shall be submitted within twenty-five (25) employment days of the date the material was first shown to the Employee. No Employee shall remove any material from the official district personnel file. Confidential material, such as recommendations by colleges, or universities, or evaluations of an Employee by previous employers, shall not be subject to review by the Employee. Matters related to any pending investigations of possible Employee misconduct shall not be placed in the Employee's official district personnel file.

- O. The District recognizes and generally follows the tenets of progressive discipline. Employee discipline generally follows the following process:

1. Informal – a conversation notifying the employee of the alleged incident may be documented.
2. Verbal reprimand – may be documented.
3. Written reprimand – shall be documented and placed in personnel file.
4. Suspension – shall be documented and placed in personnel file.
5. Termination

The District reserves the right, in its discretion, to determine the seriousness of an incident and, for matters determined to constitute serious infractions, impose a level of discipline appropriate to the conduct at issue without regard to whether prior less serious disciplinary actions have been taken. Prior to issuance of a written reprimand, suspension or termination, the District shall meet with the Employee and the Employee shall be entitled to Association representation at such meeting.

An employee will be notified in writing within five (5) days from the alleged incident or within five days of when the administration reasonably should have known of the incident. A meeting with the administrator, employee, and association representation will occur within ten (10) days of the notification. All final documentation of the alleged occurrence must be received by the employee within ten (10) days after the meeting.

- P. The building principal may permit Employees to leave the building during a preparation period for duties attendant to professional or associational responsibilities.
- Q. Within thirty (30) days of ratification of the agreement, the Board shall have sufficient copies prepared and delivered to the Association for its distribution to each Employee. The cost of such materials and their preparation plus ten (10) additional copies thereof shall be shared equally by the Board and the Association.

- R. The rights granted herein to the Association shall not be granted or extended to any competing Employee organization, except to the extent required by law.
- S. The Association shall be provided with bulletin board space in each school to post notices pertinent to the activities of the Association. A copy of each such notice so posted or distributed shall be concurrently provided to the principal of the affected building or to the Superintendent. All Association notices shall be identified as such.
- T. The Association shall have the right to use faculty mailboxes for a reasonable volume of appropriate announcements relating to the conduct of the Association's business. A copy of each notice or item so distributed shall be concurrently given to the building principal or Superintendent.
- U. The Association shall also have the right to hold its general membership meetings on school district property provided such meetings in no way interfere with any aspect of the instructional program, and provided that such meetings entail no additional maintenance or custodial expenses, and that the facilities are available. When such meetings entail additional maintenance or custodial expenses, the Board may make a reasonable charge for such expense. The Association shall contact the Superintendent or building principal regarding the availability of the desired school district facility and make advance reservations for such prior to scheduling any meeting which is to be held on school district property. This paragraph shall be inapplicable to any meeting of more than twelve (12) persons where less than fifty percent (50%) of those attending are Employees of the district.
- V. Reasonable requests for access by Association representatives to work areas of Employees represented by the Association shall be granted by the Administration provided that no interference with the instructional program or with the Employee's duties would be occasioned by the granting of such requests and provided the building principal has been notified. For Employees, such access shall only be during the Employee's non-instructional duty day.
- W. Any complaint by a parent of a student directed toward an Employee shall be reported to the Employee. No disciplinary action against the Employee shall be taken until a scheduled parent-employee or employee-administrator conference has taken place. This provision is not violated if a parent declines to attend a meeting. If the Employee is not satisfied with the results of this conference, then an Employee-Administrator-Board conference on the problem will be held. The Employee involved, at the Employee's request, may have an Association representative present at any of the above conferences.
- X. A copy of any change in Board policy which does not appear in the minutes of the Board shall be made available to the Association President. Every effort shall be made to do this prior to final Board action and to permit the Association President or designee the opportunity to respond to such proposed change.

- Y. At the beginning of each school year, a listing of existing district committees shall be distributed to all Employees and posted in each school building office. Employees shall be informed, by the same method, of the formation of new committees during the school year. Employees interested in volunteering to serve on a particular committee or transfer to another committee shall submit their request in writing to the building administrator. Such request shall be subject to approval by the Superintendent.
- Z. Nothing in this Agreement shall be construed to interfere with the right of an Employee to exercise such rights as registering and voting, participating in party organization, discussing political issues publicly, campaigning for candidates, contributing to campaigns of candidates, lobbying, organizing political action groups, and running for and serving in public offices which are not incompatible with his/her current employment, provided that no Employee shall use institutional or classroom privileges or facilities or promote candidates or to further partisan political activities, or to seek to inculcate personal political views in the mind of any student. This provision does not prohibit implementation, by the board, of policies adopted pursuant to law.
- AA. Any Employee who is summoned or requested to attend a meeting with Administration, that is investigatory in nature, shall be afforded union representation.
- BB. In any case of assault or battery upon an Employee, or a threat of assault or battery, the building administrator must promptly file a report to the Superintendent. The Superintendent shall render all reasonable assistance and administrative support to the Employee in handling the incident by law enforcement and judicial authorities. An Employee shall have the right to call 9-1-1 when necessary in an emergency, such as protection of the safety of the students, or employees, including a threat toward the safety of students, or employees. In such an event, the Employee shall promptly notify the building administrator.

Following any incident of assault or battery or a threat of assault or battery, the Employee will have the right to discuss this incident with the building administrator before a formal meeting with the parent.

CC. Risk Management

All members of the school staff are members of the school's Risk Management Team and have a responsibility to help prevent accidents and damage to school property. Injuries to people and damage to property can be minimized if all members of the school would take time, while here at school to report any problems to the Administration. Circumstances which may concern an employee about being alone in a school building may be brought to the attention of the Employee's immediate supervisor.

DD. Use of Copy Machine

The union will be provided use of the District copier and paper for District related materials.

EE. Harassment

In recognition of the fact that every employee is entitled to a non-hostile workplace with administrative support the Board's harassment policy found in the District's employee handbook will be followed. In the event that any employee or group of employees feel that they are the subject of harassment by a student, administrator, board member, or fellow employee, these steps in addition to the Board's harassment policy will be followed:

1. The building administrator will be notified of any harassment claim. If the building administrator is the harassing party, then notification will be given to the Superintendent. Where the Superintendent is the subject of the complaint, notification may be filed with the Board President.
2. The notified administrator will meet with the affected employee(s) as soon as practicable in order to begin the investigation into the complaint.
3. The findings of the investigation will be shared in a timely manner with the complaining party(ies).
4. If the complaining employee(s) are not satisfied with the outcome of the investigation, said employee(s) will have the right to move the matter to the attention of the Board of Education.

ARTICLE 3

Complete Understanding/Effect of Agreement

- A. The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in an amendment hereto. The parties acknowledge that they have had an opportunity to negotiate all items not removed by law, and therefore each unqualifiedly waives the right to negotiate any other subject during the term of this agreement, except as otherwise specifically provided herein.
- B. The terms and conditions of this Agreement shall supersede any conflicting provisions in individual Employee contracts.
- C. Should any Article, Section, or clause of the Agreement be declared illegal by a court of competent jurisdiction, said Article, Section, or clause as the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law, but the remaining Articles, Sections and clauses shall remain in full force and effect for the duration of the Agreement, if not affected by the deleted Article, Section, or clause.

ARTICLE 4

Grievance Procedure

A. Definitions

1. Any claim by the Association, Employee or group of Employees that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement, shall be a grievance. It shall be the responsibility of the party filing the grievance to cite the specific article of this agreement which has been allegedly violated. An extension up to five (5) days may be requested by the association or the Board if needed. Failure by the association to file or move the grievance in the prescribed timelines will deem the grievance null and void. Failure by the Board to respond to the grievance in the prescribed timeline will deem the grievance granted.
2. As used in this Article "days" shall mean Employee employment days, except during the summer recess when it shall mean days on which the District business office shall be open. The Association President shall be apprised of any closing of the District business office during the summer recess if such closing shall occur Monday through Friday on other than a legal holiday.

- B. The parties hereto acknowledge that it is usually most desirable for an Employee and his immediately involved supervisor to resolve problems through free and informal communications. When requested by the Association, Employee or group of Employees, an Association representative may accompany the Employee to assist in the informal resolution of the grievance. The supervisor and the Association representative will arrange for a meeting to take place within ten (10) days of the supervisor being notified that the Association is beginning the informal step of the grievance process. If, however, such informal processes fail to satisfy the Employee, a grievance may be processed as follows:

1. The Association, Employee, or group of Employees may present the grievance in writing to the supervisor immediately involved within thirty (30) days from the date of the occurrence giving rise to the grievance or from the date when such occurrence might reasonably have been ascertained. The supervisor and the Association representative will arrange for a meeting to take place within ten (10) days of the filing of the grievance. The supervisor shall provide a written answer of the grievance to the aggrieved Employee and the Association within ten (10) days after the meeting including reasons for the decisions.
2. If the grievance is not resolved at step #1, then the Employee or the Association may refer the grievance to the Superintendent or his official designee within ten (10) days after the receipt of the step #1 answer. The Superintendent shall arrange for a meeting with a representative of the Association to take place within ten (10) days of his receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to present information pertinent to the

grievance. Upon conclusion of the hearing, the Superintendent shall have ten (10) days in which to provide this written decision with reasons to the Association and the Employee.

3. If the Association is not satisfied with the disposition of the grievance at step #2, or the time limits expire without the issuance of the Superintendent's written reply, the Association may submit the grievance to final and binding arbitration. The arbitrator shall be selected from a panel or panels to be secured from the American Arbitration Association (AAA). If a demand for arbitration is not filed within thirty (30) days of the date for the step #2 answer, then the grievance shall be deemed withdrawn.
 - a. The arbitrator shall have no power to alter or enlarge the terms of this agreement.
 - b. The arbitrator shall be empowered to make such award(s) as shall be within his/her authority.
 - c. Each party shall bear the full costs for its representation in the arbitration. The cost of the arbitrator and the AAA shall be divided equally between the parties.
 - d. If either party requests a transcript of the proceedings, that party shall bear the full costs of that transcript. If both parties order a transcript, the cost shall be divided equally between the parties.
- C. If the Association and the Superintendent agree, step #1 of the grievance procedure may be bypassed and the grievance brought directly to step #2.
- D. Grievances involving an administrator above the building level may be initially filed by the Association at step #2.
- E. The Board acknowledges the right of the Association's grievance representative to participate in the processing of a grievance which has been formally presented at any level, and no Employee shall be required to discuss any grievance if the Association's representative is not present.
- F. When an Employee is not represented by the Association, on its request, the Association shall have the right to have its representative present to state its views at all formal stages of the grievance procedure.
- G. No reprisals of any kind shall be taken by the Board or the administration against an Employee because of his participation in this grievance procedure.
- H. Should the processing of any grievance require that an Employee or an Association representative be released from his regular assignment, he shall be released without loss of pay or benefits.

- I. All documents dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- J. A grievance may be withdrawn at any level without establishing precedent and if withdrawn shall be deemed as though never having been filed.
- K. The Board shall provide the Association in response to a written request readily available public information or such existing information that the Association would be entitled to under the Illinois Educational Labor Relations Act which is necessary for the Association to process any grievance.

ARTICLE 5

Dues and Other Deductions

- A. The Board shall deduct from the pay of each Employee current membership dues of the Association and its affiliates, provided that at the time of such deduction there is in the possession of the Board a current written authorization for dues deduction, voluntarily executed by the Employee. Such authorization shall specify the amount of dues to be deducted from each Employee's salary for the current school year provided the amount to be deducted for any Employee shall not vary as to such Employee from payroll to payroll. Such authorization forms shall be furnished by the Association.
- B. An Employee employed on or before the start of the school year may authorize dues deduction by presenting a signed authorization card with the annual amount of deduction specified to the employer on or before the first Friday in September. The amount specified will be prorated and deducted from the semi-monthly pay checks, starting in September and ending in May, provided the amount to be deducted for any Employee shall not vary as to such Employee from payroll to payroll. A termination of employment for any reason shall constitute revocation of authorization for dues deduction (if not otherwise provided) on the last day of employment.
- C. An employee electing to revoke his or her dues deduction authorization shall notify the employer in writing of such election. On receipt of dues revocation, the Board will notify the Association in writing of such dues revocation. The revocation shall be implemented in the payroll period following the payroll period in which the notice is received subject to the provisions of this section.

The authorization form described in the second preceding paragraph shall fully set forth the obligation of this paragraph.

- D. All dues deducted by the Board shall be remitted to the Treasurer of the Association on or before the tenth (10) Employee employment day of each month (October through June).
- E. The Association shall indemnify and save harmless the Board and all of its agents and Employees from any and all claims, demands, suits, and costs incurred in connection with any such claim, demand, or suit, resulting from any reasonable action taken or omitted by the Board or any of its agents or Employees for the purpose of complying with the provisions of this article.
- F. The Board shall deduct appropriate payments or deposits from the monthly pay of each Employee an amount of money which has been authorized in writing, providing the signed authorization is on file in the central office on or before the first Friday in September. Said deduction shall not vary from payroll to payroll and the designated financial institution receiving payment shall not change. Deductions will be made twice a month with payroll.

G. Fair Share

1. Each Bargaining Unit Member, as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this agreement, whichever is later, shall join the Association or pay a fair share fee to the Association equivalent to the amount of dues uniformly required of members of the Association, including state and national dues, and excluding local dues and political action dues.
2. In the event that the Bargaining Unit Member does not pay his/her fair share fee directly to the Association by a certain date as established by the association, The Employer shall deduct the fair share fee from the wages of the non-member.
3. Such fees shall be paid to the Association by the Employer no later than ten (10) days following the deduction.
4. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with the Article, the Association agrees to defend such action, at its own expense and through its own council, provided:
 - a. The Employer gives immediate notice of such action in writing to the Association and permits the Association intervention as a party if it so desires, and
 - b. The Employer gives full and complete cooperation to the Association and its council in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.
5. The Association agrees that in any action so defended it will indemnify and hold harmless the Employer from any liability for cost of damages imposed by a final judgment of a court or administrative agency as direct consequence of the employer's non-negligent compliance with this Article.

It is expressly understood that this save harmless provision will not apply to any claim, demand, suit, or other form of liability which may arise as a result of any type of willful misconduct by the Employer.
6. The obligation to pay a fair share fee will not apply to any employee who on the basis of a bona fide religious tenet or teaching of the church or religious body of which such Employee is a member or a belief sincerely held with the strength of traditional religious views, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collection of the entire fee, the Association will make payment on behalf of the Employee to a mutually agreeable non-religious charitable organization as per Association policy and the Rules and Regulations of the Illinois Educational Labor Board.

ARTICLE 6

Group Health Insurance

- A. The Board shall provide a group health insurance plan subject to the following:
1. Single (Employee only) coverage shall be provided as follows:
Effective 7/1/2020 – 6/30/2023: Current PPO plan 100% Board paid
 2. Family coverage shall be provided as follows:
Effective 7/1/2020 – 6/30/2023: Current PPO plan, Board pays amount equal to premium cost of single coverage plus 80% of difference between premium cost of single and family coverage. Employee pays remaining 20% of difference.
- B. The group plan provided by the Board shall have the following deductibles during the term of this agreement:
- PPO Plan: \$325(single)/\$325x3(family)
- C. Enrollment status:
- a. Employee may change enrollment status at any time a qualifying event occurs as defined by the group insurance plan (e.g., marriage, birth, adoption, death, divorce, loss of other insurance coverage).
 - b. Employee may change enrollment status annually during the open enrollment period of November 15 – December 15.
 - c. Effective with the payroll period following approval of this Agreement, support staff employees who meet the following criteria shall have their work hours increased to at least 32 hours per week during regular work weeks and shall be eligible for single coverage under the District's group health plan:
 - i. Were previously full-time employees at the District; and
 - ii. Had insurance under the District's group health plan; and
 - iii. Had their work hours reduced to less than full-time by Board action during the 2012-13 school year; and
 - iv. Have remained continuously employed at the District.

- d. Support staff employees who complete 12 years of continuous service to the District and are members of the collective bargaining unit for 12 years, shall then become eligible for single coverage under the District's group health plan.
- D. The Board shall maintain a Section 125 "cafeteria" plan. The purpose of the plan will be to allow Employees to pay for that portion of the health plan not paid by the Board with before-tax dollars. The Board will contribute \$250.00 to the cafeteria plan for each Employee who would be eligible to participate in health plan, irrespective of whether or not they participate. The Employees will be given the option to redirect sums from salary to pay for health plan and dental plan costs, or to receive compensation as taxable salary. The Insurance Committee may investigate options available under cafeteria plans and make recommendations to the Board. However, the Board retains the right whether to adopt the recommendations.
- E. Employees new to the district, who qualify for insurance, shall be covered by all Board provided insurance on the first working day of employment.
- F. During the term of this Agreement, the Board will schedule meetings of the Insurance Committee quarterly. The Insurance Committee members shall include at least two (2) but always an equal number of representatives of the Association, and administration. Committee members must be active participants in the District's insurance plan. The committee may consider items such as plan design, deductibles and co-pays. Decisions of the committee shall be by majority vote of the full committee, and are subject to ratification by the Association. The committee's decisions shall be presented as recommendations to the Board. The Board shall have the discretion to accept or act on the committee's recommendations.
- G. The Board will provide prorated benefits for sick leave, personal leave, and bereavement.
- H. In the event the Affordable Care Act or other state or federal law or regulation is applied against the District so as to result in a tax or penalty owed by the District in connection with its group health insurance plan, including the 125 plan, the parties agree to discuss the impact of the penalties or taxes and possible future actions.

ARTICLE 7

Board Authority

Illinois School Code provides that school boards are to adopt and enforce all necessary rules for the management and government of the public schools of their district. It is mutually understood between the parties hereto that all powers, rights, authority, duties, and responsibilities of the Board are conferred upon and vested in it by the statutes of the State of Illinois, and the Association agrees and consents that such statutes and any amendment, revision, or repeal thereof, take precedence and shall automatically release the Board from any commitment set forth in the Agreement, to the extent that such commitment is in violation of the law.

ARTICLE 8

No Strike/Lockout

A. NO STRIKE

During the term of this agreement, neither the Association nor any officers, or Employees will engage in any strike, sympathy strike, secondary boycott, residential picketing, slow down, concerted stoppage of work or any other intentional interruption or disruption of the operations of the Board. Any or all Employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Board. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

B. NO LOCKOUT

The Board will not lock out any Employees during the term of this Agreement as a result of a labor dispute with the Association so long as there is good faith compliance by the Association with this Article, unless the Board cannot efficiently operate in whole or in part due to a breach of Article 8.

ARTICLE 9

Negotiations Procedures

- A. The Board agrees to participate in good faith negotiations with the duly designated representatives of the Association.
- B. The Association and the Board agree that negotiation, in good faith, will encompass the following items: 1. Salaries/Wages; 2. Fringe Benefits; 3. Grievance Adjustment; 4. Negotiating Procedures; 5. Working Conditions; 6. Hours; 7. Other items of mutual concern which shall be agreed upon by both parties.

Excluded from this agreement are managerial rights, which include, but are not limited to: functions of the employer, standards of service, overall budget, organizational structure, selection of new Employees, and direction of Employees.

- C. "Good faith" is defined as the mutual responsibility of the Board and the Association to deal with each other openly and fairly and to sincerely endeavor to reach agreement on items being negotiated.
- D. It is the mutual responsibility of the Board and the Association to confer upon their respective representatives the necessary power and authority to make proposals, consider proposals, and make counter-proposals in the course of negotiations, and to reach tentative agreement which shall be presented to the Board and Association respectively for ratification.
- E. Each party in any negotiations shall select its negotiating representatives, provided that the Board shall not select an Employee as herein defined as its representative and the Association shall not select a member of the Board or an Employee of the Board who is not an Employee.
- F. Consultants and experts shall be allowed to participate in joint negotiations sessions. There shall be no observers in the joint negotiations sessions.
- G. Negotiations shall begin no later than May 15, unless both parties agree to an alternate date. The Association shall notify the Board at least 30 days in advance of the date the Association would prefer to commence negotiations and suggest a date for an initial meeting. Subsequent meetings shall be held as necessary at times and places agreed to by both parties.
- H. Every effort shall be made, during negotiations to prepare agreed-upon material for the Board and the Association and signed prior to the adjournment of the meeting at which such agreement was reached.

- I. When the Association and Board reach tentative agreement on all matters being negotiated, the items will be reduced to writing and shall be submitted to the membership of the Association for ratification and to the Board for approval.
- J. Once negotiations have begun, as described in Section G above, they shall continue for at least a sixty (60) day period, unless a contract is entered into. If after the sixty (60) day period, and within forty-five (45) days of the scheduled start of the forth-coming school year, the parties have not reached an agreement on all items, either party may call for the appointment of a mediator.
- K. The Federal Mediation and Conciliation Service shall be requested by the parties to appoint a mediator from its staff.

ARTICLE 10

Learning Conditions

Positive student learning conditions are essential for academic success. Improving the environment in which students learn is key to creating the stage for academic success.

A. Physical Environment

1. The Board recognizes that a comfortable physical environment is important to student learning and staff performance. The District will take reasonable steps to provide an appropriate and safe environment. The District shall comply with the Health Life and Safety Code for Illinois Public Schools, 23 Ill. Admin. Code 180. Problems or concerns should be reported promptly to the building administrator. The Building administrator will review the situation and determine what action will be taken in consultation with the teacher.

If, after consultations with the teacher, the Building Administrator concludes that temperatures result in unsafe conditions for students and staff, they will be relocated to an alternative location within their building. Each school improvement team will provide a list of alternative locations available at each building.

2. Classrooms will be cleaned daily (floors swept, garbage emptied, and pencil sharpeners emptied).
3. Any employee suspicious of mold contamination shall promptly report areas of concern to their building principal. Areas of any building suspected of mold contamination, as determined by the Administration in consultation and collaboration with the custodial/maintenance staff, will be tested as needed to determine mold levels. If mold levels exceed industry/environmental standards, the District will take appropriate remedial action. Any findings or actions taken shall be reported to the reporting employee and the Association.
4. Each facility will have asbestos inspections twice yearly.
5. All exterior doors will remain locked at appropriate times to maintain the safety of all occupants. Security cameras will be maintained and in working order at all times.

B. Students

1. The following will be the ideal maximum number of minutes' students spend on assessments, i.e., district, daily curriculum assessments, or state assessments per week (with the exception of IAR):

- a. K-2: 100 minutes
- b. 3-5: 150 minutes
- c. 6-8: 125 minutes

Concerns regarding excessive assessments should be directed to the School Improvement Team. Concerns that cannot be resolved by the School Improvement Team will be directed to the District Superintendent. If the Superintendent does not resolve the problem, then it becomes subject to the grievance process. If a grievance is filed, the Union and/or member shall provide the District with documentation of the member's assessment minutes at the time of filing.

- 2. The Board, Administration, and Association acknowledge that class size and the use of instructional aides may be a factor in the provision of an effective educational program. In order to provide the best learning environment, certified staff may submit a statement of need to the Building Principal. The Building Principal and Superintendent will determine the feasibility of fulfilling this request. If the certified staff member is not satisfied with the administration's response, he/she may seek review of this response by the Board.
- 3. One temporary helper will be provided for the Nurse/Healthcare Provider the first four (4) weeks of the school year, and during vision/hearing screenings. The Administration will determine the placement of the temporary helper. This position is intended and will be used to assist the Nurse/Healthcare Provider.

C. Materials and Supplies

- 1. All instructional materials will be in the classroom by the first student attendance day. Problems should be reported promptly to the building administrator.
- 2. Students that enroll in the district after the start of the year will have all instructional materials-within twenty-four (24) hours of registering. When possible, Teachers will be notified at least twenty-four (24) hours before the student attends classes to ensure time for instructional materials to be prepared.

D. Interpersonal Collaboration

- 1. Each year Employees and District parents will be invited to complete a climate survey including, but not limited to, leadership, facilities, instruction, district programs, in-services, and suggestions for improvement. The survey will be created collaboratively by the Board and the Association, and subject to mutual agreement of the Board and Association. The surveys will be conducted during the last two weeks of the school year. Surveys will be collected by Association Building Representatives. Employee survey results will be duplicated and shared directly with administration, Board members, and the Association and

shall otherwise be kept confidential and shall not be disclosed publicly unless mutually agreed upon by the Board and Association. Parent survey results will be published on the district website.

2. When an administrator is out of his/her building for more than one hour during the student attendance day, the District will first attempt to utilize a substitute administrator. If a substitute administrator is not available, an administrative designee or one teacher shall be appointed and identified to assume the responsibilities of Lead Teacher. If an administrator will be out of the district for longer than three (3) hours during the student attendance day, a substitute will be hired for a teacher who serves as Lead Teacher. The Lead Teacher shall be compensated at \$10 per hour (in addition to his/her regular pay) for the time spent serving as the Lead Teacher. Teachers will be notified whenever administration is not in the building, and told who will be acting as the substitute administrator or Lead Teacher.

ARTICLE 11

TEACHER/SPEECH PATHOLOGISTS PROVISIONS

Evaluation

The District shall develop, in cooperation with the Association, an evaluation plan. Modifications to the evaluation plan also shall be developed in cooperation with the Association. An evaluation committee shall be established for this purpose. Evaluation procedures shall remain the same throughout the life of this contract, and if the District wishes to change procedures, the Association retains its rights to bargain. While the District retains final discretion with respect to the substantive components of the evaluation plan, the District shall consider suggestions presented by the Association as part of the evaluation committee process, and if the District does not agree with any of those suggestions, provide rationale to the Association members of the evaluation committee for the District's disagreement. The evaluation plan thus created shall be attached to this Agreement. (APPENDIX D)

With respect to student growth, the District shall, in good faith cooperation with the Association, incorporate into the evaluation plan the use of data and indicators on student growth as a significant factor in rating teacher performance. The plan shall at least meet the standards and requirements for student growth and teacher evaluation established under 105 ILCS 5/24A-7 and in compliance with Article 24A of the School Code. To incorporate the use of data and indicators of student growth as a significant factor in rating teacher performance into the evaluation plan, the District and the Association shall form a joint committee composed of equal representation. If, within 180 calendar days of the committee's first meeting, the committee does not reach agreement on the plan, the District shall implement the model evaluation plan established under Section 24A-7 of the School Code (105 ILCS 5/24A-7) with respect to the use of data and indicators on student growth as a significant factor in rating teacher performance.

- A. Non-tenured Teachers shall be formally evaluated at least twice in each school year. Those ratings will be averaged to determine the summative evaluation rating.
- B. Tenured Teachers shall be formally evaluated not less than once every two (2) years.
- C. Within five (5) school days after the beginning of each school year, the Superintendent or his/her designee shall advise each Teacher as to which administrators will be expected to observe and evaluate his/her performance. If other evaluators are added or changed in the course of the school year, the Association and Teacher(s) affected will be notified a minimum of 5 days prior to evaluation and the Teacher shall be given a copy of the instrument which the evaluator will use. No formal evaluation that will become part of the Teacher's personnel file shall take place until such orientation has been completed.

- D. Teacher evaluations will be conducted in accordance with the School Code and the District's evaluation plan by (an) administrator(s) qualified to do so as specified in the School Code.
- E. A list of teachers being evaluated, and the designated evaluator will be distributed to the Association President within the first five school days. Individual teachers who are to be evaluated during the current school year will receive written notice at the start of the school year (the first day students are required to be in attendance). This notice is intended to include the information required by 80 Ill. Admin. Code Section 50.100(c).

Teachers shall receive a minimum of five (5) school days' notice prior to each pre-conference of the formal evaluation process.

- F. Each formal evaluation shall include personal observation of the Teacher's direct instruction, which shall be a minimum of forty-five (45) consecutive minutes, or a complete lesson or entire class period if less than forty-five (45) minutes, for those Teachers who have direct instruction duties.

Except in unusual circumstances, formal observation shall not be held during the first ten (10) employment days or within the last ten (10) student attendance days of the school year, the five (5) employment days prior to winter vacation or the two (2) employment days prior to spring vacation.

- G. The Teacher's evaluation shall include consideration of the Teacher's attendance, instructional planning, instructional methods, classroom management where relevant, and any other areas provided in the evaluation plan. The manner in which evidence is collected and retained for the evaluation process shall be at the discretion of the individual teacher.
- H. Teacher evaluation ratings shall comply with the evaluation provisions in the district evaluation plan then in effect.

The evaluator shall describe the Teacher's strengths and weaknesses and must give supporting reasons for comments made. The evaluator shall provide written suggestions as to how identified weaknesses can be improved.

- I. A copy of each Teacher's evaluation shall be placed in that Teacher's personal file and the Teacher shall be provided with a copy of the evaluation.
- J. Except in unusual circumstances, within five (5) Teacher employment days following the day of each formal classroom observation, the evaluator shall give a written report of such observation and evaluation to said Teacher prior to the post conference. Said Teacher and evaluator shall meet within five (5) employment days following the day of the receipt/delivery of said formal evaluation to discuss and commit to the Teacher's official personnel file the formal evaluation. Any Teacher written comments concerning

said evaluation shall be submitted to the evaluator and committed to the Teacher's personnel file within five (5) Teacher employment days following the day of the formal evaluation conference.

- K. The district will provide yearly training on the current evaluation tool within the first two weeks of each contractual year and within contractual hours. Attendance at said training will be considered mandatory.
- L. Speech Pathologists shall be evaluated using same guidelines as teachers, except they will be evaluated by the LaSalle/Putnam Educational Alliance for Special Education with input from District Administration.

Professional Development Plan

- M. For tenured Teachers rated "needs improvement" a professional development plan will be developed by the evaluator in consultation with the Teacher. A professional development plan should be directed to the areas that need improvement and should include any supports the District will provide to address said areas, in accordance with 105 ILCS 5/2/A-5(2)(h).

Any tenured Teacher who is rated as "needs improvement" must be evaluated at least once in the school year following receipt of such rating.

Remediation

- N. For tenured Teachers rated unsatisfactory, the provisions of M through P apply. Within thirty (30) school days after an evaluation has been completed and reduced to writing resulting in a rating of unsatisfactory, a remediation plan shall be developed by the district or by a qualified administrator and initiated by the district to correct the areas identified as unsatisfactory, provided the deficiencies are deemed remediable.

The remediation plan shall last for no less than 90 school days.

- 1. The plan will include, but is not necessarily limited to, the following components:
 - a. List of the areas of the Teacher's performance in need or remediation.
 - b. Suggestions for improvement.
 - c. Identification of available resources.
 - d. Procedures to evaluate progress.
- 2. The evaluations and ratings shall be conducted by a qualified administrator.
- 3. Teachers and administrators shall comply with the remediation plan timelines except in unusual circumstances.

4. Any extension in the remediation timeline(s) shall not prejudice the outcome of the remediation plan.
 5. A secondary qualified administrator shall conduct a mid-point and final evaluation at the conclusion of the remediation period. The second evaluator is to be selected following Section 24-16.5 of PERA.
 6. A Teacher who completes the remediation plan with a rating equal to or better than “proficient” will be reinstated to the regular evaluation schedule.
- O Participants in the remediation plan shall include the Teacher deemed unsatisfactory, a qualified administrator, and a consulting Teacher. The remediation plan may include the participation of other personnel to assist in correcting areas identified as unsatisfactory.
1. The participation of the consulting Teacher shall be voluntary and compensated based on the mentoring stipend. The consulting Teacher shall be selected by a qualified administrator.
 2. The qualified consulting Teacher shall be one who has received a rating of excellent on his or her most recent evaluation, has a minimum of five (5) years’ experience in teaching, and has knowledge relevant to the assignment of the Teacher under remediation.
 3. The consulting Teacher shall be chosen from a list developed by the district, or by the association if it so chooses. The board shall notify the Association in writing of a teacher being placed on remediation. After receiving notification that a Teacher has been rated unsatisfactory and will be placed on remediation, the Association shall have ten (10) days to submit a list of qualified Teachers.
 4. The list provided by the Association shall contain at least five (5) qualified Teachers from which the consulting Teacher is to be selected, or the names of all Teachers so qualified if that number is less than five (5). The participating administrator or principal of the Teacher who was rated unsatisfactory shall select the consulting Teacher.
 5. Where no consulting Teacher is available in the district, the teacher, the Association, and the qualified administrator will select and agree to a qualified consulting teacher from outside the district.
 6. If the consulting Teacher becomes unavailable during the course of a remediation plan, a new consulting Teacher shall be selected by the qualified administrator in the same manner as the initial consulting Teacher. The remediation plan shall be amended as deemed necessary by the qualified administrator upon consultation with the new consulting Teacher for the balance of the remediation plan.

7. The consulting Teacher shall provide advice to the Teacher rated as unsatisfactory on how to improve teaching skills and to successfully complete the remediation plan.
 8. The consulting Teacher shall not participate in any of the required quarterly evaluations, nor be engaged to evaluate the performance of the Teacher under remediation.
 9. With the consent of the Teacher under remediation, the consulting Teacher shall be informed, through conferences with the qualified administrator and the Teacher under remediation, of the results of the evaluations in order to continue to provide assistance to the Teacher under a remediation plan.
- P. Documentation verifying the outcome of a remediation plan, whether successful or unsuccessful, shall be given to the Teacher and will be included in the Teacher's personnel file for a period of four (4) years.
- Q. Any Teacher who fails to complete the remediation plan with a rating equal to or better than "proficient" shall be dismissed in accordance with Section 24-12 of the School Code.

ARTICLE 12

Teacher Termination

- A. Prior to the issuance of a written notice of termination the appropriate administrator will have a conference with the Teacher, including therein a review of the Teacher's personnel file. If requested by the Teacher, an Association representative may be present at the conference.
- B. Any Teacher shall have the right to a meeting with the Board by requesting the same in writing to the Superintendent within ten (10) employment days of the teacher's notification of impending dismissal and prior to the Board's approval of dismissal. At such meeting the Teacher may present such information through documentary materials or witnesses as shall be germane to such non-renewal. If requested by the Teacher, an association representative may be present. This paragraph shall not apply to any Teacher who shall be dismissed because of a reduction in staff.

ARTICLE 13

Reduction in Force

- A. The Association shall be notified of any legally required Reduction in Force hearing at least ten (10) calendar days prior to such hearing date.
- B. If it is determined that a reduction in force is necessary, the Board shall remove teachers based on each teacher's placement in 1 of 4 performance evaluation groups in the "sequence of honorable dismissal list." Teachers shall be honorably dismissed in group order, with teachers in Group 1 the first to be honorably dismissed and teachers in Group 4 the last to be honorably dismissed. From amongst those teachers in Group 1, the District may honorably dismiss in any sequence. Within Group 2 the District shall honorably dismiss based on the average performance evaluation rating of the past two evaluations of said teachers, if two ratings are available; if only one rating is available, the last performance evaluation rating shall be used. The teachers in Group 2 with the lowest average performance evaluation rating will be dismissed first. In Group 2 seniority shall only be used to determine layoff sequence in cases of a tie for teachers with the same average performance evaluation rating in the same grouping. Within Groups 3 or 4, teachers shall be honorably dismissed using inverse seniority.
- C. If the Board has any vacancies for the following school term, or within two *calendar years* from the beginning of the following school term, teachers who are honorably dismissed from Group 3 and Group 4 shall have the right to be recalled, provided said teachers are qualified to hold the vacant position. Group 2 teachers have limited recall rights subject to the Illinois School Code. Such teachers shall be recalled in inverse order of the honorable dismissal. In the event the School Code requires a longer recall period, the District shall recognize such longer recall period. It is the responsibility of the RIF'd employee to provide current contact information to the District Office prior to their last day of employment. Once contacted and offered recall, a teacher will have up to (5) five calendar days to accept or decline the position. Teachers who refuse an offered recall waive their right to any additional recalls.
- D. If a full-time tenured teacher has been reduced to a part-time position as part of a reduction in force and a full-time position in which the teacher is qualified to hold becomes available, that position will be offered to him/her before other candidates will be considered.
- E. Reductions-in-force shall be pursuant to law unless otherwise stated in this agreement.

ARTICLE 14

Staff Authority and Maintenance of Discipline

- A. A Teacher shall be responsible for the control of his/her class and for maintaining discipline and order in his/her presence, in the school building, on the school grounds during the normal Teacher duty day, or at other times the Teacher has such responsibility outside the normal day. The Board also recognizes its responsibility to give reasonable support and assistance to the Teacher with respect to the maintenance of control and discipline in the classroom, and that it is sound practice that an Administrator should first consult with a Teacher before superseding a Teacher's discipline of a student except in extraordinary situations. The administration will support teachers in their enforcement of reasonable and appropriate student discipline in the classroom as provided in Section 5/24-24 of the School Code and in accordance with applicable law. A joint committee on student discipline shall be formed comprised of equal representatives from the Association and the Administration. Each party shall select its own members. The committee shall make recommendations regarding issues involving student discipline and such recommendations are subject to approval by the Board. The committee shall form and begin working by October 1, 2018.
- B. Except in extraordinary situations, before discipline referrals are made to administrators, the Teacher shall be responsible for giving the student fair warning and clear and explicit instructions of what behavior is expected in the classroom.
- C.
 - 1. The parties seek to educate young people in the democratic tradition, to foster recognition of individual freedom and social responsibility, to inspire a meaningful awareness of and respect for the Constitution and Bill of Rights, and to instill an appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere in which freedom for staff members and student is encouraged.
 - 2. Freedom of individual conscience, association and expression will be encouraged; and staff members will observe fairness in staff member-pupil relationships to safeguard the legitimate interests of the school, and will exhibit by appropriate example, the basic of objectives of a democratic society.
 - 3. Since the staff's authority and effectiveness in their classroom is undermined when students discover that there is insufficient backing and support of the staff, the Board recognizes its responsibility to give all reasonable support and assistance to staff members with respect to the maintenance of control and discipline in the classroom. The Board further recognizes that the regular education staff, unless trained to do so as determined by the student's IEP team, with the regular education teachers in attendance, may not fairly be expected to assume ongoing responsibility, beyond the basic responsibility for safety, for emotionally disturbed students, and further, are not charged with the responsibility of psychotherapy. Staff members have, as their responsibility, the identification of students to the building principal, for referral to appropriate special services personnel serving that

building in order to seek special help and more productive ways of dealing with such students.

Whenever a particular student requires the attention of special counselors, social workers, law enforcement personnel, physicians and other professional persons, the administration shall take prompt action to secure necessary assistance in the areas concerned and ensure that the staff member will not be required to provide these specialized services.

4. Staff members recognized the responsibility of maintenance of discipline within the classroom. When the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom a cause of disruption of the educational process of the entire class, a staff member may exclude a student from the classroom to the principal's office with a written notice of the offense.

The Building Principal will take whatever steps necessary to solve the problem. Should their decision include readmittance of the child to the classroom, the staff member will be notified of the conditions under which the readmittance is granted.

Violations of the conditions of readmission for any student will automatically result in suspension of the child from that classroom and readmittance will be dependent upon the majority decision of all concerned, including the staff member, Principal, Superintendent, and SEA President, that such action is in the best interest of the child and classmates. If readmittance is denied, it will be the responsibility of the principal to follow the procedures outlined in the School Code and/or the State or Federal special education laws and regulations for the exclusion of students. The suspension of a Special Education student must meet the Individuals with Disabilities Education Act (IDEA) requirements.

No student should be expelled from school before all possible means of dealing with the situation have been exhausted. All possible means should be interpreted as including, but not limited to, consultation with appropriate special services personnel. The authority of the staff member for the maintenance of discipline will also include the areas of the halls, grounds, and the period before and after school.

5. Any students who have been found to have committed an assault and/or battery on a staff member shall be immediately removed from the classroom and supervised by the Principal or designee pending due process requirements. The administrator shall then present the facts and his/her recommendation to the Superintendent or his/her designee for final action.

6. Individual records will be maintained on student discipline for cases related to “4” and “5” above and will be available to staff members involved in their cases.
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- D. When practicable, a Teacher shall be notified of a student enrolling in his/her classroom from a previous school before the student enters the classroom.
 - E. With respect to students that previously attended an alternative school, a Teacher shall be notified in writing of that student’s return to his/her classroom from the alternative school upon the school district’s notification of the student’s return.

ARTICLE 15

Professional Qualifications and Assignments

Except in case of emergency or other extraordinary circumstances, the Teacher shall not be required to teach outside the limits of his/her teaching license.

ARTICLE 16

Teaching Hours and Assignments

- A.1. The Teacher day (except for co-curricular activities) shall not exceed seven and one-half (7½) hours. The usual starting time for Teachers will be no earlier than 8:00 A.M. (Kimes), 8:15 A.M. (Centennial), and 7:45 A.M. (Northlawn). Teachers shall have a duty-free uninterrupted lunch period no shorter than stipulated by the School Code.
 2. Teachers may leave as soon as their students have left the building on Fridays or days preceding the recesses for Thanksgiving, Christmas, Spring Vacation and all other legal holidays, providing that all assigned duties have been completed. The principal may allow a Teacher to leave early if the Teacher requests it and the principal agrees that the reason given warrants it.
 3. Teachers taking graduate courses which have been pre-approved may as part of such pre-approval be permitted to leave prior to the end of the Teacher day to attend such approved course. The application for such approval shall set forth the need for early departure, and its approval shall be non-precedential.
- B. Teachers may use for preparation all time during which his/her classes are receiving instruction from teaching specialists and designated plan time when students are not in the classroom.
- C. Teachers shall be expected to attend a reasonable number of staff meetings. Every effort will be made to conclude staff meetings by 30 minutes or less after contractual time. The Board and superintendent shall emphasize to principals that meetings should extend only to the time necessary. Principals will endeavor to reduce the time of meetings by distributing relevant agendas, goals and materials in advance, keeping and redirecting discussion to the task at hand, and soliciting input from Teachers and/or the Association as to other methods to reduce the time of meetings. If materials are distributed at meetings and not reviewed by the administration, Teachers will be responsible to review and apply the information. Teachers are encouraged to seek clarification when deemed necessary.
- D. A regular education teacher who works with a particular student will be notified when an IEP or 504 meeting is held to make decisions regarding the student's academic and/or behavioral needs. Upon notification of such meeting, it is the teacher's responsibility to notify the principal and special education teacher in advance if they plan to attend and a substitute is needed. Every attempt will be made to provide adequate substitutes.
- E. The Administration will provide two hours for teacher workshop time on the first or second contractual day of the school year as determined by the building administrator.

- F. Teachers will be provided an additional sixty (60) minutes of block of time for working in their classrooms once a month on an early release Wednesday. At this time, no other meetings or mandated trainings can be scheduled by the administration.

ARTICLE 17

Vacancies, Transfers, and Promotions

- A. A notice of all vacancies as they occur, or as they are anticipated, shall be listed in a vacancy notice which is distributed to all Teachers by e-mail and posted in each school building office for a minimum of seven (7) calendar days. Seniority will be considered in determining the person to fill the position when all other factors are equal. During the summer vacation, vacancy notices shall be emailed to Teachers and posted at the district office (administration building).
- B. Any Teacher presently on tenure or eligible for continuing contractual status in the coming school year may apply for transfer to another building where a vacancy exists. Such application shall be in writing to the Superintendent. Teachers who are denied a requested transfer or who are involuntarily transferred may ask for and will be granted a conference with the Superintendent regarding the reasons for denial of said request or transfer.
- C. When it is necessary to transfer or reassign Teachers in a school or within a school district, to the extent possible, all volunteers shall be considered first. Teachers transferred may request to be relieved from duty for the purpose of moving their classroom on the last or first contractual day of the school year. A teacher aide will be provided to assist with this move. The teacher's classroom aide will have first choice of the assignment. If the teacher aide declines the assignment, it will be offered based on seniority in the building and posted electronically in District email for three (3) workdays. If not accepted, the Administrator shall assign an aide.

In order to ensure adequate time for staff assignments, the following timeline will be followed.

- 1. By March 30 the Board will supply to each Teacher a list of anticipated positions in each building needed for the coming school year.
 - 2. By April 15 of the current school year Teachers will submit to the Superintendent their teaching preference (grade level, building) for the coming school year.
 - 3. By May 15 of the current school year Teachers will be notified by the Board as to their tentative teaching assignments for the coming school year. Teachers being transferred from their current position will be notified by the administration prior to and no later than the day before placement notification is given to all employees. This notification will occur after student dismissal.
- D. A Teacher involuntarily transferred between the end of the school year and August 15 may resign by submitting his/her resignation in writing to the Superintendent, which notice shall be postmarked no later than five (5) business days after the notice of transfer. Teachers involuntarily transferred at any other time may submit their resignation without prejudice

ARTICLE 18

Leaves

Sick Leave:

A. Each Teacher shall be entitled to sick leave days per school year as follows:

Years 1-10: 10 sick days

Years 11-20: 15 sick days

Years 21+: 20 sick days

Such sick leave shall accumulate to the TRS maximum. If the increase in sick days to the maximum permitted for additional TRS service credit results in additional TRS expense to the district, the additional sick leave days shall be reduced to the extent necessary to avoid such expense. Sick leave shall be interpreted to mean personal illness, quarantine at home, medical/dental appointments, serious illness or death in the immediate family or household, or birth, adoption or placement for adoption. The term “immediate family” shall mean: Parents, domestic partner, spouse, brothers, sisters, children, stepchildren, foster children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, daughters-in law, sons-in-law, legal guardians, and fiancée/fiancé.

Sick leave shall not be applicable during a period of unpaid leave. Any accumulated sick leave available at the commencement of the unpaid leave shall be available to the Teacher upon return to employment in the district.

Notification of Expiration Date of Board Paid Insurance Benefits

A Teacher contemplating a leave without pay who wishes to know when the teacher’s board-paid insurance benefit will expire may provide a written proposed leave date to the Superintendent. The Superintendent or his/her designee shall provide the date of board-paid insurance benefit to the Employee within a reasonably prompt time.

Sick Leave Bank

The intent of the sick leave bank is to provide sick leave benefits for employees who are faced with a catastrophic situation (life threatening, long term, incapacitating injury or illness, or physical or mental impairment of the Teacher).

There will be a separate sick leave bank for Teachers and Support Staff.

1. Participation is voluntary. Once enrolled, the Teacher will remain a member of the bank until he/she requests, in writing, that his/her membership be revoked or until voluntary or

involuntary separation from District 44. Membership will then be revoked during the next year.

2. To be eligible, the Teacher must be employed by District #44 as a certified employee for at least two (2) full years. For those teachers hired after September 30 of any given year, enrollment eligibility begins on the first school attendance day after said employee's two-year employment anniversary. The enrollment eligibility period ends twenty-eight (28) calendar days after it begins.
3. Teachers must be a member of the bank to participate.
4. Sick days are non-refundable. The district shall not be held liable for any or all sick days lost by members of the Sick Leave Bank.
5. Enrollment period is limited. August 15 – September 30.
6. A complete list of sick bank participants will be provided to association representatives no later than October 15th and when there are new enrollees.

Accumulation

1. The Sick Leave Bank will have a maximum of 340 days available.
2. Upon the first-year enrollment in the bank, new teacher members will donate one (1) day of sick leave.
3. Should the number of days available in the bank fall below 180 at the end of any given year, an additional day will be deducted from each teacher's available sick leave.
4. If the bank is decreased to 50 days or less during any given year, the Sick Leave Committee may make a request for additional contributions.
5. Any person retiring with unused sick days may donate the days to the sick leave bank upon their retirement by informing the Association and the District Office in writing of the number of days they wish to donate. The sick leave bank shall be subject to a cap of 340 days.

Distribution

1. A teacher must have exhausted all individual accumulated sick leave and personal leave before utilizing the Sick Leave Bank.
2. A teacher requesting use of the Sick Leave Bank must submit a written request to a committee for approval as well as a note from a physician stating the Teacher's inability to perform the job. The committee will consist of Association members designated by

the Association. The committee shall determine the number of days to be granted in each individual application. The committee's decision shall be final.

3. A maximum of 40 days may be withdrawn from the bank by a teacher during one school year.
4. Teacher Members withdrawing sick leave days from the bank shall not be required to repay those days.
5. Usage of the sick leave bank is not applicable for teachers receiving benefits from Workman's Compensation or Teachers' Retirement System. Teachers who are on any Board approved leaves of absence shall be ineligible to withdraw days from the Sick Leave Bank.
6. Neither the employees nor the Association shall hold the Board or its agents and employees, and any member(s) of the sick leave bank committee, liable for any decisions made by the committee. The Association and the employees agree to hold harmless and indemnify the Board, its agents or employees, and the members of the sick leave bank committee from and against any claims, damages or legal actions regarding decisions by the committee and/or arising out of or related to the sick leave bank.

Personal Business Leave:

- B1. The Board shall grant at the beginning of each school year, two (2) days leave at full pay which can be used for personal business to be used in full or half day increments. If the days are unused, they shall convert to sick leave. However, if a Teacher notifies the Superintendent in writing prior to May 30 each school year that the Teacher wishes to accumulate personal business leave, then those unused days shall not convert to sick leave but shall accumulate as personal leave. Personal leave shall not accumulate to more than four (4) days. No more than two (2) personal days can be used on consecutive school days.

Except in the case of emergencies, advance application for the necessity to use a personal business day(s) shall be submitted as soon as possible to the Superintendent and to the Building Principal through the District's automated Employee Management System. (Minimum of 72 hours). In the event of an emergency, the Teacher shall notify the Superintendent through email, with a copy to the Building Principal, the need to use a personal business day(s) as soon as possible.

Application for personal leave during the last month of school shall be filed with the Superintendent, and Building Principal, no later than the second Monday in May. Teacher institute days and the last week of school shall not be recognized as a personal business

day except in the case of unusual circumstances and approved by the Superintendent as such.

Teachers may have the opportunity to use personal days immediately preceding or following a legal holiday or school recess under the following conditions:

- Days will be approved by the superintendent on a first come first serve basis.
- Teachers are limited to using this benefit for one legal holiday per year.
- The district has the right to limit the number to four (4) teachers utilizing this benefit per legal holiday or school recess.

Unused personal business days may be added to the total accumulation of sick leave (at the end of the school year).

2. Personal Business Leave shall not be applicable, in any circumstances, for participation in any form of work stoppage or job protest, or any activity which will produce taxable income.

Bereavement Leave:

- C. The Board shall grant three (3) days leave at full pay for the purpose of bereavement. Such leave shall be non-cumulative. In the event that a Teacher exhausts their bereavement days, additional requested bereavement days may be deducted from sick leave or personal leave.

Parental Leave:

- D. A Teacher shall be eligible for parental leave without pay subject to the following conditions.
 1. The Teacher who anticipates the need for such leave shall request the same as soon as practicable.
 2. Application for such leave shall be made in writing to the Superintendent or his designee at least ninety (90) calendar days prior to the anticipated leave commencement date.
 3. The Teacher and the Superintendent or his/her designee shall agree upon a plan for the commencement and termination of such leave, taking into consideration the continuity of instruction and other relevant factors to the maximum possible degree and the pertinent time factors related thereto. The leave shall commence upon: (1) the date agreed upon by the Superintendent or his/her designee and the Teacher, (2) the actual date the need for leave arises (such as the birth date of a child, or the date of possession, in case of adoption or foster placement) or (3) the date on which the Teacher is unable to perform duties, whichever shall first occur.

- a. The leave shall not exceed the balance of the school year in which it commences and one additional school year. Such leaves which commence during the summer recess shall begin no later than July 1st. Every effort shall be made to have such leave terminate immediately prior to the start of the new school year.
 - b. The Superintendent may waive any of the provisions of this section at his/her sole discretion, and any such waiver shall not be precedential in any respect.
4. Any Teacher who has been employed one semester prior to the commencement of such leave shall be entitled to such advancement on the salary schedule as if the leave had not been granted. If the leave exceeds the year, such leave commencing the second year shall not be considered for step advancement on the salary scale or for seniority.
5. A Teacher not eligible for or not desiring parental leave may utilize accumulated sick leave for any medical or health related circumstances related to any pregnancy or adoption. If such Teacher shall have exhausted accumulated sick leave, the Teacher shall be granted a leave of absence without pay during such period of illness, not to exceed the current school year and the next ensuing school year.
6. Any Teacher may make arrangements during the leave to continue hospitalization and surgical insurance coverage as provided in Article 6 paragraph A, at the Teacher's own expense, subject to plan restrictions and limitations.

Family Leave:

- A.
 1. A Teacher may be entitled to an unpaid Family and Medical Leave in accordance with and to the extent provided in the federal Family and Medical Leave Act. Neither the rights of the Board nor the rights of the Teacher are expanded or contracted by this Agreement. The Family and Medical Leave Act is not incorporated into this Agreement.
 2. If a Teacher has exhausted Family and Medical leave, or is not eligible for such leave, the Teacher may apply for leave without pay. Notice of such request shall be given to the Superintendent as soon as possible after the Teacher becomes aware of the need for the leave. If the Teacher is incapacitated, a family member or the Association president may make the written request on behalf of the Teacher. Leaves shall be granted at the discretion of the Board of Education, but in no case shall an unpaid leave of absence, or multiple leaves of absence exceed one year in duration, unless broken by twenty (20) days of work by the employee.

Other Leaves:

- F. 1. The contractual continued service status of a Teacher shall not be affected by virtue of his/her induction or enlistment for military duty in any branch of the armed forces of the United States.

2. Each Teacher may apply for up to three (3) days non-accumulative leave with full pay to attend conferences, meetings, workshops, or school visitations within or outside School District #44. The Board shall reimburse the Teacher for the cost of registration, fees, and mileage.
3. The Board shall pay the regular salary to Teachers subpoenaed as witnesses or called to serve as jurors. The Teacher so summoned shall reimburse the Board in the amount of any per diem compensation received for such service. Per diem shall not be interpreted to include travel or other expense reimbursement. Teachers so summoned shall make every effort to meet their classes when their services are not required by the court. This paragraph shall not be applicable to Teachers subpoenaed as witnesses by the Association or by any other Teacher in an action where the Board is an adverse party and more than seven (7) Teachers are involved.
 - a. Employees serving on jury duty shall calculate their travel (mileage) expense for travel to and from the courthouse and apply the current IRS mileage reimbursement rate for such mileage.
 - b. Employees shall retain the amount calculated for travel pursuant to paragraph a.
 - c. Employees shall remit to the District the jury fee paid by the County less the amount calculated for travel pursuant to paragraph a.
4. As a condition of any leave of absence granted hereunder, the Teacher agrees to waive any claim to unemployment compensation during the term of such leave.
5. When established religious holidays fall on regular working days, affected Teachers may be excused for religious observance. Teachers may use Personal Business or Sick Leave for such absences.

Application for the approval of such leave shall be filed with the Superintendent and Building Principal at least seventy-two (72) hours prior to usage.

When there is a disagreement or questions as to a day being allowed, such questions shall be made known to the Superintendent, who shall make an appropriate judgment and disposition of the case.

6. Unpaid days may only be taken with Superintendent approval and are highly discouraged except in case of emergency. Vacations are not considered emergencies.

ARTICLE 19

Other Fringe Benefits-Tuition Reimbursement

- A. The Board shall reimburse a Teacher for the cost of tuition for graduate credit taken at a recognized college or university the actual rate, or up to \$250 per credit hour, whichever is less, less any grant, tuition waiver, or stipend received, and provided such course shall have been approved in advance by the Superintendent or his/her designee. A grade of "B" or better must be earned to qualify for reimbursement. Graduate credit reimbursement shall be limited to six semester hours per college session, not to exceed a maximum of eighteen (18) semester hours per year. The Employee shall make a reasonable effort to apply for grants, tuition waivers, or stipends that may be available to the Employee, and must also provide the Board with a copy of the receipt showing actual cost of tuition.

ARTICLE 20

Professional Compensation and Related Provisions

- A. Teachers new to the district shall be placed on the compensation schedule in accordance with the policy of the Board.
- B. The compensation schedule shall be as set forth in Appendix A and Appendix B which is attached to and incorporated in this Agreement. The compensation provided therein shall be for services during the school calendar as adopted by the Board. Increases to the compensation schedule shall be calculated on Step1. Teachers who work outside the calendar may be compensated for such work without regard to the compensation schedule (except as Appendix C, the Supplementary Pay Schedule shall apply). Anything in this Agreement to the contrary notwithstanding, assistants to the principals may be compensated in excess of the amounts set forth in Appendix A and Appendix B.

- C. The Board of Education of District #44 shall contribute on behalf of each individual Teacher the statutorily required member contribution to TRS up to a maximum of 9.40% (9.0% for TRS and 0.4% for ERO provided ERO is maintained by the State. This contribution is intended to be an “employer contribution” within the meaning of 414(h)(2) of the Internal Revenue Code.

TRS will be paid on all income reported on the Teacher’s W-2 to the extent consistent with TRS rules.

In addition, the Board shall contribute on behalf of each individual Teacher that Teacher's contribution 0.97% to the Teacher Retirement System Health Insurance Fund.

- D. Teachers shall be reimbursed at the rate per mile authorized by the Internal Revenue Service for all approved mileage to perform their assigned duties within the District.
- E. Payroll checks shall be regularly issued on the fifteenth and last day of the month. Each Teacher shall be paid on the basis of twenty-four (24) equal payments. During the summer period, for those Teachers not utilizing direct deposit, checks shall be mailed to the designated address of the Employee. Paycheck stubs are available through the Skyward Employee Management System. Each Teacher working ten (10) months or fewer in a school year shall execute an irrevocable agreement before the start of the school year (or before commencement of work, if the Teacher is hired during the school year) consistent with 409A of the Internal Revenue Code.
 - 2. Any balance in a Teacher's contractual salary, due to a Teacher not returning to the district by reason of retirement or whose employment is terminated at the option of the Board, shall be paid on or before the third business day following the last day of pupil attendance in the regular school year.

- G. The Board shall deduct from the monthly pay of each Teacher an amount of money which has been authorized in writing, providing the signed authorization is on file in the central office on or before the first Friday in September. Said deduction shall not vary from payroll to payroll and the designated financial institution receiving payment shall not change. Deductions will be made equally from the two paychecks each month.

Authorizations for payroll deductions, other than those required legally and by this Agreement, shall be mutually agreed to by the Teacher and the district on a form supplied by the district.

- H. A Teacher shall qualify for horizontal movement on the salary schedule by taking graduate credit hours at an accredited institution of higher learning pursuant to an approved program leading to a degree in his field and for such other courses as shall be satisfactorily completed prior to the beginning of the school year in which advancement on the salary schedule is sought, and evidence of such completion shall be filed with the Superintendent or his/her designee on or before September 30 of each year.
- I. All Special Education Teachers and all Speech Pathologists may have an extended year of up to one hundred eighty-five (185) days using the following guidelines: Special Education Teachers and Speech Pathologist with 1-9 students on their caseload will be paid the Teachers/Speech Pathologists per diem rate for one (1) day and one (1) day paid at the hourly rate of \$22.00 per hour (7 hours). Special Education Teachers/Speech Pathologists with 10-17 students on their caseload will be paid the Teachers/Speech Pathologist per diem rate for two (2) days and one (1) day paid at the hourly rate of \$22.00 per hour (7 hours). Special Education Teachers/Speech Pathologists with 18-25 students on their caseload will be paid the Teachers/Speech Pathologists per diem rate for two (2) days and two (2) days paid at the hourly rate of \$22.00 per hour (14 hours). Special Education Teachers/Speech Pathologists with 26 or more students on their caseload will be paid the Teachers/Speech Pathologist per diem rate for three (3) days and two (2) days paid at the hourly rate of \$22.00 per hour (14 hours). The additional days may be any workdays of seven (7) hours of work and that work can be performed on days of each Special Education Teacher's/Speech Pathologists choosing, either non-school days or outside the school year, and may be performed away from school, if the work can be effectively performed there. The administration will develop means to document the extra work.

Any teacher who misses an individual plan period when caused by the administration shall be paid \$22 for each lost plan period occurring on a regular workday (excludes early release days, field trips).

All licensed teachers whose administrator approved schedules will not allow for planning time comparable to that received by regular classroom Teachers within the same attendance center shall receive an additional yearly stipend (1/2 in Dec. 1/2 in May) per the following schedule:

Lost plan periods: 1/wk. 2/wk. 3/wk. 4/wk. 5/wk.
\$475 \$950 \$1,425 \$1,900 \$2,375

- J. Each principal shall make known to the Teachers previously assigned to his/her building a procedure for requisitioning supplies and materials not maintained in the district. Such procedure shall include administrative pre-approval purchase of supplies or materials by the Teachers for which the Teacher shall be reimbursed within thirty (30) Teacher employment days following such purchase and upon presentation of an itemized receipt. Each principal shall have full discretion over the approval of these requisitions. The District does not reimburse for sales tax. If the request is denied, the denial will be provided in writing to the requestor and the Superintendent. Superintendent may provide input, if needed, and will ensure equitable practices throughout the District.
- K. Teachers will be compensated \$22/hr. for any curriculum planning meeting, district appointed meeting, or special education meeting such as an IEP, 504, or domain meeting, where attendance is required after contractual time, or on non-contractual days. (This does not include events such as Parent-Teacher conferences, open house, and family reading nights, or any meeting already covered by a stipend.) Teachers are responsible for submitting a timesheet to their building administrator for payment.
- L. Teachers who have thirteen (13) or more years of experience with District 44 will receive a longevity bonus equal to 2.5% of their salary without TRS.
- M. To the extent that the District has technology coordinators, they will be paid a stipend as listed in the appendix. (stipend/job description evaluated annually)
- N. Teachers who participate in the District's Mentoring program as a Mentor for a new/non-tenured Teacher shall receive a stipend as listed in the appendix.
- O. Retirement Incentive Program

Eligible Teachers who elect to retire from the district under the conditions set out below may participate in the district's Retirement Incentive Program by providing the required notice of resignation and notice of intent to retire to the district by March 1st of any year of this 2017-2020 Agreement up to four (4) years prior to the date of retirement. If the eligible Teacher meets the requirements of this district Retirement Incentive Program, and any requirements of TRS to retire without cost or penalty to the district, the district shall pay that eligible Teacher a six percent (6%) retirement incentive, inclusive of all other increases in TRS non-exempt creditable compensation for each of the eligible Teacher's remaining years of service, not to exceed four (4) years. TRS non-exempt creditable compensation is defined by TRS rules and regulations.

For purposes of this Section, the first year in which the six percent (6%) increase will be paid is the first school year following the year in which the notice of resignation and notice of intent to retire is submitted. For example, a teacher who submits notice by March 1, 2018,

and who is otherwise eligible for this incentive, will begin to receive six percent (6%) increases in the 2018-2019 school year up to a maximum of four (4) school years of six percent (6%) increases.

1. Eligibility: To be eligible for the district Retirement Incentive Program a Teacher must:

(a) Have at least fifteen (15) years of full-time creditable TRS service within the district by the last day of service in the district:

AND

(b) Be at least fifty-five (55) years of age with thirty-five (35) total years of creditable TRS service (including TRS Optional Service) by the last day of service in the District, or be deemed fifty-five (55) years of age at the time of retirement in accordance with Teacher Retirement System rules at the time of retirement.

AND

(c) Not take or participate in the Teachers' Retirement System Early Retirement Option or take any other action by which the Teacher shall cause the district to be obligated to pay any cost, charge, "penalty" or other contribution to the Teachers' Retirement System. Such agreement shall be enforceable by the District against the Employee.

OR

(c) Meet the condition of sub paragraph 1(a) and be at least sixty (60) years of age by the last day of service in the District or be deemed sixty (60) years of age at the time of retirement in accordance with Teachers' Retirement System rules at the time of retirement.

2. Requirements: The eligible Teacher shall sign:

(a) A resignation and notice of intent to retire unconditionally resigning employment and tenure in the district as of the end of a school year (or the Employee's work year) specified by the Employee, which year may not be more than four years from the date of signing.

(b) The resignation and notice of intent to retire must be submitted by March 1 of any school year during the term of this Agreement, and

(c) A standard district contract certifying, among other things that:

i. The Teacher is eligible under all the requirements of this district Retirement Incentive Program, and,

- ii. The eligible Teacher has consulted with TRS and other advisors satisfactory to the Teacher that the Teacher will be eligible for TRS annuity, and,
- iii. The eligible Teacher understands the effects of retirement upon his or her personal situation, and,
- iv. TRS is the final and exclusive authority on regulations and laws which apply to Teacher Retirement Creditable to TRS, and
- v. The contract constitutes the eligible Teacher's resignation and notice of intent to retire as of the date specified by the eligible Teacher in the contract, and that the resignation is irrevocable and,
- vi. Should the Teacher fail to meet his/her obligations in full by electing to exercise his/her Early Retirement Option after having elected retirement under the retirement incentive as outlined in this contract, the Teacher will be personally liable to reimburse the district for any amounts paid to the Teacher under this retirement incentive over and above the wage increase, if any, the Teacher would have otherwise received had he/she not participated in this incentive.

3. Eligibility shall be as reasonably anticipated for the year the eligible Teacher's retirement becomes effective, not the year the resignation is submitted.

Miscellaneous

- 1. If an eligible Teacher resigns from or is removed from duties for which the Teacher was compensated the previous year (for example, extended year, extra duties, or additional compensated duties) the Teacher's TRS non-exempt creditable earnings will be adjusted accordingly.

Example: The Teacher's TRS non-exempt creditable earnings from the 2017-2018 school year were \$43,000.00, of which \$3,000.00 was compensation for extended year duties during 2017-2018. Under the district Retirement Incentive Program, he/she would be scheduled to receive \$45,580.00 in TRS non-exempt creditable earnings for the 2018-2019 school year (i.e. $\$43,000.00 \times 1.06 = \$45,580.00$). However, the need for the extended year work does not exist in 2018-2019 and thereafter, and the Teacher does not perform those duties. The Teacher's TRS non-exempt creditable earnings for the 2018-2019 school year will be \$42,400.00 (i.e. $\$40,000.00 \times 1.06 = \$42,400.00$) rather than \$45,580.00.

- 2. The Board, in its sole discretion, may allow the Teacher to rescind his/her letter of retirement because of serious illness or life changing circumstances, provided the Teacher returns to the Board any TRS non-exempt creditable earnings paid to the Teacher in excess of the amount the Teacher would otherwise have received under the salary

schedule for such year(s) in which the creditable earnings were paid.

3. If legislation is enacted and or TRS rules and regulations are adopted during the life of this agreement that result in a greater cost to the District than the costs generated by this agreement, then this district Retirement Incentive Program shall cease to operate, and the parties shall meet as soon as practicable to negotiate another provision providing benefit to the teacher of equal cost to the District which does not result in increased cost to the District.

4. Nothing in this Agreement shall require that any Teacher who has availed of the benefits of the district Retirement Incentive Program shall be entitled to be assigned any duties or be paid any compensation greater than 6% increase in TRS non-exempt creditable earnings from one school year to the next.

P. Should the provisions of P.A. 94-0004 which impose board paid penalties to TRS in cases of increases of creditable compensation in excess of six percent (6%) per annum when such increases are included in calculation of TRS annuities be repealed or substantially modified during the life of this agreement, the Board will renegotiate the provisions found on the salary schedule providing that no Teacher who is paid at step 22 or higher shall have a total gross compensation increase of more than 6% over the previous year. During such negotiations, the "status quo" regarding total gross compensation shall be as stated in this agreement.

ARTICLE 21

Teaching Conditions and Staff Facilities

- A. Each Teacher and Speech Pathologist shall be given the opportunity to submit requisitions for instructional materials and supplies for the following school year. Teachers new to the district shall be instructed concerning the requisition procedure during the orientation prior to the beginning of the school year. The Teacher making the requisition shall be notified by the building principal upon request prior to the start of school if it is known that these supplies cannot be made available to him.
- B. The Board shall provide the following physical facilities for each Teacher: a desk, a file cabinet and suitable closet space to store coats and overshoes. One of the areas provided must be a lockable space for a purse, such as a filing cabinet.
- C. A Teacher lounge shall be provided in each building.

ARTICLE 22

Supplemental Pay Schedule and Regulations

- A. If during the term of the Agreement, the Board adds any positions to the supplementary pay schedule, the rate of pay shall be determined by negotiations between the Board and the Association.

The supplemental pay schedule shall be set forth in Appendix C which is attached to and incorporated into this Agreement.

- B. Supplemental pay for each position on the schedule shall be determined as a percentage of the beginning base salary as set forth in Appendix A.
- C. Supplemental pay shall be paid in two equal payments. One payment shall be made in December and the other in May.
- D. Vacant positions on the Supplementary Pay Schedule shall be listed in a vacancy notice distributed to all Certified and Non-Certified Employees by e-mail and posted in each school building office. During summer vacation, vacancy notices shall be emailed to Employees and posted at the administration building. Employees interested in applying for a particular vacant position shall submit an online application via the Employee Management System. Such request shall be subject to approval by the Superintendent.

When there are vacant positions on the Supplementary Pay Schedule, current Employees shall be considered first before these vacancies are filled. Their past seniority, interest, skills, experience, and aspirations will be considered.

School Improvement Team

- E. Starting in 2020-2021, all grade levels in both the elementary and junior high will have two representatives on the School Improvement Team at their respective building. In addition, each SIT will have a special education representative, an arts department representative, and a support staff representative. School Improvement Team Members shall be picked by their grade level team and shall rotate the position every two years. Each grade level team shall have two (2) representatives voted on by their grade level. The Arts Department, which is made up on PE, Art, Music, Family/Consumer Science, and the Technology Department, will have one (1) representative for each building. The Special Education Department will have one (1) representative for each building. This representative will be voted on by all the special education teachers. Once the representative served his/her two (2) year term, he/she may not run again unless no one else on the team volunteers to do so.
 - a. The members of the SIT will rotate every two years. Half of the team will be replaced each year.
 - b. Each grade level will select a representative each year. If there are no interested candidates, the team could choose to allow the previous representative to remain

on the team.

- c. If a special education teacher is selected by a grade level team, that individual may represent both his/her grade level team and the special education department.
- d. If an arts department teacher is selected by a grade level team, that individual may represent both his/her grade level team and the arts department.
- e. The entire support staff from each respective building will select their SIT representative.
- f. The SIT representative is a two-year commitment.
- g. District level administration will attend School Improvement Team Meetings as needed or meet individually with staff members when issues are unable to be resolved at the Building Level. School Improvement Team Members can request participation of District administration via email.

SUPPORT STAFF PROVISIONS

ARTICLE 23

Support Staff

A. Support Staff

The term “Support Staff” when used hereinafter in this section shall refer to all Bargaining Unit Support Staff covered by this agreement.

1. **Full-time.** Support Staff shall be considered full-time if his/her work year and regular hours are at least any of the following:
 - 12-month secretary (fiscal year): exclusive of weekends and school-observed holidays, and 37.5 hours per regularly scheduled full workweek.
 - District library secretary: 200 days, being the 180-day school year, plus 15 days before and 5 days after, including institute/in-service/PT conference day and excluding weekends and school-observed holidays and 37.5 hours per regularly scheduled full workweek.
 - 10-month secretary: 200 days, being the 180-day school year, plus 15 days before and 5 days after, including institute/in-service/PT conference day and excluding weekends and school-observed holidays and 37.5 hours per regularly scheduled full workweek.
 - Northlawn library secretary: 200 days, being the 180-day school year, plus 15 days before and 5 days after, including institute/in-service/PT conference day and excluding weekends and school-observed holidays and 37.5 hours per regularly scheduled full workweek.
 - Full-day teacher aide: days students are in the classroom (do not work report card day). Teacher aides work orientation day and 37.5 hours per regularly scheduled full workweek.
 - Nurse: 186 days, excluding weekends and school-observed holidays and 37.5 hours per regularly scheduled full workweek.
 - Custodians regularly scheduled to work 40 hours per week.
 - Other support personnel regularly scheduled to work 40 hours per week.
2. **Part-Time.** Support Staff not listed in Article 23. A.1 are part-time Support Staff and part-time Secretaries. Their workdays and work hours shall be established by the Board of Education.
3. **Probationary.** For Support Staff, the probationary period shall be defined as twelve (12) months of regular, continuous employment from date of hire. If, at the end of this period, his or her work is considered satisfactory, he or she shall be considered as a regular employee of the Board of Education.

4. IMRF Employees. Support Staff shall be considered an IMRF Employee if employed in a position normally requiring performance of duty for 600 hours or more in the next fiscal year.
5. Seasonal Employees. Those employees who are scheduled to work 14 consecutive work weeks or fewer during the traditional summertime weeks. Seasonal employees are excluded from the bargaining unit. Current Streator Elementary School employees will be hired for summertime employment subject to being qualified for the position. Said positions shall include, but are not limited to technology helpers, administration office helpers, and facilities helpers. Seniority will be considered, and the selection will be made by administration.
6. Temporary Employees. Those who are employed 6 consecutive months or fewer for a particular task, to replace an employee who is on an approved leave of absence, or to replace an employee who has left service. Temporary employees are excluded from the bargaining unit.

B. Seniority

1. Definition. Seniority shall be defined as the length of service within the district. Separate seniority lists shall be maintained for full-time and part-time categories of positions. Support Staff Members shall be placed in one of the following categories based upon their current assignments. (Example: A person hired for a support staff position who works at least one full year at that position, then transfers (voluntary or involuntary) to another position has the opportunity to move back to their original position while retaining all seniority.)
 - Twelve-month secretary
 - Ten-month secretary
 - Part-Time Secretary
 - Library Clerk
 - District Library Secretary
 - Northlawn Library Secretary
 - Regular education teacher aide (includes reading facilitator)
 - Special education teacher aide
 - RtI Behavioral Interventionist
 - Hearing impaired aide
 - Nurse
 - Healthcare Providers
 - Custodian
 - Head Custodian
 - Head of Maintenance
 - Maintenance Worker
 - English Language Learner Tutor/Translator

- Learning Adjustment Center Supervisor/Focus Room Aide
2. Accumulation. Seniority shall accrue from the date employment is offered, which shall be considered the date and time listed on the Support Staff nomination form.
 3. Bumping Rights. Seniority will be recognized separately for full-time and part-time Support Staff. In case of reduction-in-force, part-time Support Staff may “bump” only other part-time Support Staff with less seniority, and may not “bump” full-time Support Staff, even if the full-time Employee has less seniority. Full-time Support Staff reduced-in-force will be deemed “qualified” to bump into a different category of position only if the support staff member has previously served in that category. The employee shall retain all years accrued in the current classification and previous classification. The employee shall bump back into the previous position held, returning to the original position held on the seniority list. All part time support staff members will be RIF’d before any full-time support staff members are impacted.
 4. Tie Breakers.
In the event that two or more full-time or two or more part-time Support Staff in the same category of position have the same date of hire, the tie shall be broken by the date and time listed on the Support Staff nomination form of an employee hired after the ratification of this contract. In the event, that the nominated form is not available the tie shall be broken by a flip of a coin.

C. Custodial Duties

The duties of the custodians shall be as follows: Duties of all custodians include items 1 and 7 below. Items 1 through 8 are the duties of the head custodian. Effective with the payroll period following approval of this Agreement, employees in the position of Head Custodian shall work 37.5 hours per week during regular work weeks.

1. He or she shall be in charge of the cleaning of the building, repairs, and the general supervision of the maintenance of the building, reporting any need for skilled service to the Superintendent of Schools, or his/her designee, through the Building Principal.
2. He or she shall be in charge of the heating, ventilating, plumbing, and general supervision of the maintenance of all mechanical equipment in the building, reporting any need for skilled service to the Superintendent of Schools, or his/her designee, through the Building Principal.
3. He or she shall be expected to take care of the load of duties as may be worked out and assigned by the Building Principal and the Superintendent of Schools or his/her designee.

4. He or she shall be responsible for the proper requisition of needed supplies and checking upon repair or supplies for use in the building in which he or she is assigned.
5. He or she shall be responsible for organizing and supervising, under the direction of the Superintendent of Schools, the work of other temporary operating or maintenance Employees assigned to his or her building.
6. He or she is expected to arrange for a custodian or other person authorized by the Building Principal and/or the Superintendent to be present whenever the building is open to the general public, as determined by the Building Principal and/or the Superintendent.
7. On school days, and on other days as assigned by the Superintendent, he or she shall be in charge of the upkeep of the grounds and shall keep all sidewalks free of snow and ice, along with all driveways and parking lots. All additional work, including overtime related to these responsibilities must be approved in advance by the Superintendent or his/her designee. Day custodians shall work his/her regular scheduled day on days cancelled due to inclement weather unless directed otherwise by the Superintendent or his/her designee. On days cancelled due to inclement weather, night custodians shall work his/her regularly scheduled hours during the day.
8. Head Custodians will be in charge of all building checks.

D. Nurses and Health Care Providers

1. Nurses and Health Care Providers will be given a regular schedule to follow at the beginning of the school year. Nurses and Health Care Providers will be notified forty-eight hours in advance of a long-term schedule change.

ARTICLE 24

Support Staff Rights

A. Termination of Employment

1. Any Support Staff member recommended for termination shall be notified in writing. Such notification will be provided prior to the next scheduled Board meeting and will include the reason(s) for the termination.
2. Any Support Staff member recommended for termination has the right to meet with the Board of Education. If requested by the Support Staff member, an Association representative may be present. This paragraph shall not apply to any Support Staff member who shall be dismissed because of a reduction in staff.
3. Final Paycheck. A terminated Support Staff member's final paycheck will be adjusted for any unused, earned vacation credit or vacation time taken that was not earned. Support Staff are paid for all earned vacation. Terminated Support Staff will receive their final paycheck on the next regularly scheduled paycheck date following their last day of work.

B. Application of the Agreement to Grant-Funded Support Staff

Notwithstanding anything in this Agreement, all terms of this Agreement and any and all terms and conditions of employment for Support Staff Bargaining Unit Employees whose compensation is funded fifty percent (50%) or more by grant funds shall be subject to and controlled by the terms of the grant and any and all written conditions, instructions or directives issued by the granting agency and its representatives and agents which affect or relate to the compensation or terms and conditions of employment for such grant-funding Employees.

C. Job Openings

New job openings will be posted a minimum of seven working days and shall be filled by the Superintendent of Schools or the Board of Education. Seniority will be considered in determining the person to fill the position. The Board of Education and the Superintendent of Schools reserve the right to assign Support Staff to buildings and fill vacancies.

D. Tentative Assignments

By June 30 of the current school year support staff will be notified by the administration as to their tentative assignment for the coming school year. The support staff assignment is subject to change.

E. Professional Qualifications and Assignments

1. All Teacher Aides are required to hold a Paraprofessional License.
2. All Nurses are required to hold a Registered Nurse License in the State of Illinois.
3. All Health Care Providers are required to hold a minimum of a Licensed Professional Nursing License in the State of Illinois.

ARTICLE 25

Working Conditions

A. Time Schedules- Work Year

1. Support Staff workday starting and ending times shall be determined by the Administration.
2. Support Staff may be required by the Superintendent to work additional days beyond those set forth in Article 24. A1. Their rate of pay for these additional days shall be on a pro rata basis.
3. Secretaries, Teacher Aides, Library Personnel, ELL Tutor, RtI Behavioral Interventionists, LAC Supervisor, Nurse, and Health Care Providers shall observe the same school year holiday schedule as the Certified Staff.
4. In the event an individual teacher aide's student is absent for any given day, the individual aide will report to the Principal or designee for reassignment of duties for that day.
5. During the year part-time custodians shall work up to a twenty-nine-hour work week. Any custodian called out for an emergency situation shall be entitled to a minimum of \$30.00 plus one hour's pay. If the call out is approved by the Superintendent, time and one-half will be paid for snow removal on Saturdays and double time will be paid for snow removal on Sundays.
6. The work week shall be from Saturday at 3:00 AM to the following Saturday at 2:59 AM.
7. Support Staff may also be required to work for special school events such as dances and field trips, Science Fair, Art Fair, or athletic events with pay. The employer will first consider volunteers among those qualified. If there are insufficient volunteers, the duties will be assigned by lowest seniority among those qualified.
8. Nothing in this Article shall require any 10-Month secretaries, regular education or special education teacher aides, Northlawn library secretary, District library secretary, library clerks, RtI behavioral interventionists, Learning Center Supervisor, nurse, health care providers, or ELL tutor to report to work when the schools or school offices are officially closed by the Superintendent for emergency days. 12-Month secretaries will report to work or use paid time off when schools or school offices are officially closed by the Superintendent for emergency days.

9. Support Staff who attend in-service or other training shall be paid their hourly rate for all hours worked.
10. Day-time Support Staff lunch periods will fall between the times of 10:30 AM-1:30 PM daily. On early dismissal days' lunch periods for day-time support staff will fall between the times of 10:00 AM-1:00 PM. All eligible employees are required to take a lunch period daily.
11. On non-student attendance days, custodial staff will be allowed to exercise flex time in coordination with, and subject to approval by the building administrator.
12. All non-certified employees are required to use time clocks to clock in and out of every shift, including lunch breaks, beginning with the 2021-2022 school year.
Any falsification, tampering or unauthorized viewing of time clock records is not permitted. If an employee is unable to punch in or out because of a time clock malfunction or accidental oversight, it is the employee's responsibility to immediately inform his/her supervisor.
13. All support staff members will be designated a locked area/space for personal belongings to be stored during contractual hours. This area will be accessible at all times.

B. Authorization to Leave Building

Except during standard meal breaks, no Support Staff shall leave the building during his/her work period without authorization by the Building Principal in the building in which he/she is employed or the Superintendent, or his/her designee. Such absent Support Staff shall advise the Building Principal or Superintendent, or his/her designee, as to where he/she is going and how long he/she expects to be absent.

C. Overtime

All overtime is subject to pre-approval by the Principal, Assistant Superintendent, or Superintendent, except as is provided for snow removal, when only the Superintendent or Assistant Superintendent may approve overtime.

D. Compensation for Overtime

1. Overtime. The standard of overtime pay eligibility will be more than 40 hours per week for custodians/maintenance and 37.5 hours per week for all other employee categories. The overtime rate shall be 1 ½ times the regular rate of pay. Overtime on Sunday or Holiday shall be at the rate of 2 times their regular rate of pay.

2. Compensatory Time. Support Staff may substitute, for overtime pay, a period of time off work measured by one and one-half times the period of overtime worked by the Support Staff Member. The Compensatory time taken must be scheduled with and approved by the building administrator.
3. Any hours requested by administration to be worked outside of regularly scheduled hours will be paid at the support staff member's hourly rate.

E. Paid Holidays

1. One (1) day of pay for every year (12 months) completed from date of hire will be paid for all full-time school secretaries (10 and 12 month), and the School Nurse. The maximum number of holidays for which these Support Staff will receive pay is fourteen (14).
2. Holiday pay will be calculated by multiplying the Support Staff Employee's hourly wage by the number of hours worked per day and multiplying this figure by the number of full years of completed service. Holiday pay will be calculated at the start of each fiscal year (July 1) and added to the Support Staff member's base pay for the fiscal year.
3. Unless otherwise noted, full-time custodians and full-time maintenance personnel shall not be expected to report for work on the following days excepting that the building shall be serviced to provide protection from freeze-out or unusual circumstances: (1) July 4; (2) Labor Day; (3) Thanksgiving Day; (4) The Friday after Thanksgiving; (5) the day before Christmas; (6) Christmas Day; (7) New Year's Day; (8) Memorial Day; (9) Veteran's Day; (10) Good Friday; (11) President's Day; (12) Columbus Day; (13) December 31; (14) Martin Luther King's Birthday; provided that none of the holidays conflict with days that school is in session. In the event that one of the fifteen designated holidays falls on a Saturday or Sunday, it shall be left to the discretion of the Board of Education and Superintendent of Schools whether another day off shall be allowed in compensation, or payment in lieu of time off shall be made to the Support Staff employee.
4. No building checks will be required by custodians on the following holidays: Thanksgiving, Christmas, New Year's Day, Memorial Day, Easter, 4th of July, and Labor Day, which days shall be unpaid if no work is performed on those days.

F. Early Dismissal

On early dismissal days before holidays or breaks, or early dismissal due to inclement weather, non-custodial Support Staff Employees shall be allowed to leave when the office

in their respective buildings close for the day. Aides, library clerks and healthcare providers shall be allowed to leave, without loss of pay for his/her regularly scheduled hours when teachers are allowed to leave.

G. Pay Periods

Employees shall be paid in twenty-four (24) payments. Payments shall be made on the 15th and the last business day of each month. In the event such paydays shall fall on a holiday, the Employee shall be paid the day proceeding such holiday.

School year secretaries who work less than 12 months in a fiscal year shall be paid regularly expected earnings in equal installments over 12 months' duration. Any overtime during a pay period will be paid in the next paycheck.

H. Conferences and Workshops

1. Each support staff member may apply to attend a professional development event for up to three days' non-cumulative leave once every year with full pay to attend conferences, meetings, workshops, or school visitations within or outside School District #44 excluding all district and county institutes, in-services, or trainings. The Board shall reimburse the support staff member for the cost of tuition, fees, and mileage.
2. Nurses and Healthcare Providers will attend CPR training and continuing education as required by law. The Board shall reimburse Nurses and Healthcare Providers for the cost of training and mileage subject to Superintendent approval. Health Care Providers desiring to become Registered Nurses may apply for tuition reimbursement under the same terms and conditions listed in Article 19 Other Fringe Benefits – Tuition Reimbursement.
3. Paraprofessionals desiring to become a licensed teacher in Illinois may apply for tuition reimbursement under the same terms and conditions listed in Article 19 Other Fringe Benefits – Tuition Reimbursement.

I. Support Staff Evaluation

1. All Support Staff personnel will be evaluated not less than once every three (3) years. If performance issues have been noted, administration may elect to evaluate every year until said issues are resolved.
2. Each Support Staff member's job performance shall be evaluated by the administration. The administrator will complete the final evaluation form.

3. The evaluation for Support Staff will be universal throughout the district.
4. Each Support Staff member will be notified by school email five (5) days prior to the evaluation.
5. Each evaluation should include direct observation by the Building Administration. For paraprofessionals, the direct observation time shall be at least 25 consecutive minutes.
6. Administration shall provide a copy of the completed evaluation to the Support Staff member within seven (7) days of the observation and shall provide an opportunity to discuss it five (5) days after receiving the evaluation. All evaluations and meetings shall be completed by June 30.
7. The Support Staff member's written comments concerning said evaluation shall be submitted to the evaluator within five (5) days following the discussion of the evaluation and then attached to the evaluation placed in the personnel file.
8. Scores will be determined by a numeric rubric. Ratings shall be "Excellent," "Proficient", "Needs Improvement" or "Unsatisfactory" All evaluators will use the same evaluation ratings.
9. For any Support Staff member receiving an overall rating of "Needs Improvement" or "Unsatisfactory" expectations on his/her evaluation, a second evaluation will be required by an administrator no earlier than 30 employment days from the previous evaluation and no later than 40 employment days.
10. Support Staff Employees shall be given a copy of their evaluation packet, including the scoring sheet, within the first ten (10) days of the school year or within the first ten (10) days of employment.
11. The evaluation forms and evaluation guidelines utilized by the District for all support staff will be included in the District/Association approved Evaluation Handbook. This handbook will be provided to all staff upon employment via email before the first day of school and before the first day of employment.

ARTICLE 26

Leaves of Absence

A. Sick Leave

1. Support Staff employees shall be entitled to sick leave days at full pay each year according to the following schedule:

Years 1-10: 10 sick days

Years 11-20: 15 sick days

Years 21+: 20 sick days

The unused sick leave accumulates to two hundred forty (240) days, including the current year's leave. Support Staff accumulates sick leave according to the percentage of time worked (if the Support Staff employee works a half-time position, then that Support Staff employee will only accumulate half of the possible sick time that year). For instance, one sick day for a person who works only four hours per day shall be four hours in length. Likewise, a person working a full day, but only working three days per week (3/5ths time) shall only be entitled to 3/5ths of the number of sick days a full-time daily Support Staff employee would receive.

2. Sick leave shall be interpreted to mean personal illness, quarantine at home, medical/dental appointments, serious illness or death in the immediate family or household, and birth, adoption or placement for adoption. The term "immediate family" shall mean: Parents, domestic partner, spouse, brothers, sisters, children, stepchildren, foster children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, daughters-in-law, sons-in-law, legal guardians, and fiancée/fiancé.
3. Sick leave days may not be used in increments of less than one-half (1/2) day at a time.
4. Sick leave shall not be applicable during a period of unpaid leave. Any accumulated sick leave available at the commencement of the unpaid leave shall be available to the Support Staff Employee upon return to employment in the District.
5. The Board reserves the right to request after an absence of three (3) days, or as the Board may deem necessary in other cases, that Support Staff submit to an examination by a physician licensed in Illinois to practice medicine and surgery in all its branches and shall pay the expenses thereof from school funds. The physician may certify the Support Staff as incapacitated and, therefore, unable to perform his or her usual or ordinary duties. Receipt of such a certificate is a

pre-condition to use of accumulated sick days by the Support Staff if so requested. Furthermore, if the Board has reason to suspect that any Employee who has been ill remains unable to perform the usual or ordinary work duties, the Support Staff may be requested to obtain a doctor's statement that the Support Staff is able to return to work and perform his or her usual and customary duties. If so requested, the Support Staff must submit such a statement as pre-condition to the Support Staff employee's return to work.

The board or administration may approve the Support Staff employee's physician (which approval will not be unreasonably withheld) or may specify another physician. The specification of a specialist is reasonable.

Prior to the time the Board meets, the Superintendent or designee may place Support Staff on paid administrative leave until the examination. The Superintendent or designee may require an Employee to submit to an immediate examination when objective evidence exists that the Support Staff is or recently has been under the influence of or consuming alcohol or drugs while working.

6. In cases of prolonged illness, the Board may have to fill a position with another Support Staff employee. That replacement may, at the discretion of the Administration, become permanently employed, thereby replacing the ill Support Staff employee, if the ill Support Staff employee fails to return to work after the expiration of all sick leave, earned personal leave days of that ill Support Staff employee, and after compliance with the Family Medical Leave Act, if applicable. These days may be used in any sequence. Any terminated Support Staff employee will be allowed to continue the insurance coverage as called for under COBRA.

If a vacancy occurs within one (1) year following termination of the ill Support Staff employee, the Board will attempt to assign the terminated ill Support Staff employee to the position previously held by the Support Staff employee, if the Support Staff employee is certified by a licensed physician as able to return to work and the administration determines that the individual still qualifies for that position. If the employer requires a report from a physician other than the Support Staff employee's physician, the board will pay the cost.

B. Sick Leave Bank

The intent of the sick leave bank is to provide sick leave benefits for employees who are faced with a catastrophic situation (life threatening, long term, incapacitating injury or illness, or physical or mental impairment of the Support Staff Employee).

There will be a separate sick leave bank for Teachers and Support Staff.

1. Participation is voluntary. Once enrolled, you will remain a member of the bank until you request, in writing, that your membership be revoked or until your voluntary or involuntary separation from District 44. Membership will then be revoked during the next year.
2. To be eligible, you must be employed by District #44 as a Support Staff Employee for at least 1 full year. For those employees hired after September 30 of any given year, enrollment eligibility begins on the first school attendance day after said employee's one-year employment anniversary. The enrollment eligibility period ends twenty-eight (28) calendar days after it begins.
3. You must be a member of the bank to participate.
4. Sick days are non-refundable. The district shall not be held liable for any or all sick days lost by members of the Sick Leave Bank.
5. Enrollment period is limited. August 15 – September 30.
6. A complete list of sick bank participants will be provided to association representatives no later than October 15th and when there are new enrollees.

Accumulation

1. The Sick Leave Bank will have a maximum of 340 days available.
2. Upon the first year of enrollment in the bank, new Support Staff Employee members will donate 1 day of sick leave.
3. Should the number of days available in the bank fall below 75 at the end of any given year, an additional day will be deducted from each Support Staff Employee's available sick leave.
4. If the bank is decreased to fifty (50) days or less during any given year, the Sick Leave Committee may make a request for additional contributions.

Any person retiring with unused sick days may donate the days upon their retirement to the sick leave bank by informing the association and the district office in writing of the number of days they wish to donate. The sick leave bank shall have a cap of 340 days.

Distribution

1. A member must have exhausted all individual accumulated sick leave and personal leave before utilizing the Support Staff Sick Leave Bank.

2. A Support Staff Employee requesting use of the Sick Leave Bank must submit a written request to a committee for approval as well as a note from a physician stating the Support Staff Employee's inability to perform the job. The committee will consist of Association members designated by the Association. The committee shall determine the number of days to be granted in each individual application. The committee's decision shall be final.
3. A maximum of fifteen (15) days may be withdrawn from the bank by a Support Staff Employee during one school year.
4. Support Staff Employees withdrawing sick leave days from the bank shall not be required to repay those days.
5. Usage of the Support Staff Employee sick leave bank is not applicable for Support Staff Employees receiving benefits from Workman's Compensation or IMRF. Support Staff Employees who are on any Board approved leaves of absence shall be ineligible to withdraw days from the Sick Leave Bank.
6. Neither the Support Staff Employee nor the Association shall hold the Board or its agents and employees, and any member(s) of the sick leave bank committee, liable for any decisions made by the committee. The Association and the Support Staff Employee agree to hold harmless and indemnify the Board, its agents or employees, and the members of the sick leave bank committee from and against any claims, damages or legal actions regarding decisions by the committee and/or arising out of or related to the sick leave bank.

B. Personal Leave

1. Support Staff employees shall be given two (2) personal leave days per year by the Board which can be used for personal business to be used in full or half day increments. Unused personal business days may be added to the total accumulation of sick leave (at the end of the school year). However, if Support Staff employee notifies the Superintendent in writing prior to May 30 each school year that the employee wishes to accumulate personal business leave, then those unused days shall not convert to sick leave but shall accumulate as personal leave. Personal leave shall not accumulate to more than four (4) days. When unused personal business days are added to accumulated sick leave days, total accumulation may not exceed 240 days.
2. Personal business leave shall be used only for matters which cannot be handled during non-scheduled days or hours.
3. Personal leave shall be subject to prior approval of the Superintendent.
4. Support Staff may have the opportunity to use personal days immediately

preceding or following a legal holiday or school recess under the following conditions:

- i. Days will be approved by the superintendent on a first come first serve basis.
 - ii. Support Staff are limited to using this benefit for one legal holiday per year.
 - iii. The district has the right to limit the number to four (4) Support Staff utilizing this benefit per legal holiday or school recess.
5. Personal leave may not be used in increments of less than one-half (1/2) day.
6. Pay during personal leave shall be equivalent to the Support Staff Employee's normal workday.
7. Except in the case of emergencies, advance application for the necessity to use a personal business day(s) shall be submitted as soon as possible to the Superintendent and to the Building Principal through the District's automated Employee Management System (Minimum of 72 hours). In the event of an emergency, the Support Staff Member shall notify the Superintendent through email, with a copy to the Building Principal, the need to use a personal business day(s) as soon as possible.

C. Bereavement Leave

The Board shall grant three (3) days leave at full pay for the purpose of bereavement. Such leave shall be non-cumulative. In the event that an employee exhausts their bereavement days, additional requested bereavement days may be deducted from sick leave or personal leave.

D. Paid Vacation Leave

1. Paid vacation leave shall be provided to 12-Month secretaries, 10-Month secretaries, full-time maintenance personnel, full time custodians and 12-month part-time custodians in the manner set forth below:

2. Paid vacation leave shall be provided as follows:

For 12-month secretaries employed after July 1, 2001:

- a. Paid vacation leave shall be provided only to twelve-month full-time secretaries.
- b. After 12 months of continuous employment: 1-week vacation
- c. After 5 years of continuous employment: 3 weeks' vacation

For 10-month secretaries employed prior to February 5, 2020:

- a. After 10 months of continuous employment: 2 weeks
 - b. After 4 years plus 10 months of continuous employment: 3 weeks
 - c. After 15 years of continuous employment: 3 weeks plus 1 day/year worked over 15 years.
 - d. After 20 years of continuous employment: 4 weeks.
 - e. After 25 years of continuous employment: 4 weeks plus 1 day/year worked over 25 years (5 weeks' vacation maximum).
3. Full-Time maintenance personnel and full-time custodians employed after July 1, 2002:
- a. Support Staff employees who on June 30 of each year have been employed full time as regular Employees for ten months shall receive one-week vacation with full pay.
 - b. Support Staff employees with two years and ten months or more of service shall be allowed two weeks' vacation with full pay.
 - c. Support Staff employees with five years and ten months of service shall be allowed three weeks' vacation with full pay.
 - d. Support Staff employees with fourteen years and ten months of service shall be allowed four weeks' vacation with full pay.
4. Part-time Custodians:
- a. Part-Time 12-Month employees will receive five (5) vacation days that can be used anytime during the year on non-teaching days.
 - b. Part-time head custodians and part-time custodians may work on non-student attendance days or holidays for their regularly scheduled hours and rate of pay subject to prior approval by the building principal.

Retiring support staff will not receive compensation for unused vacation time. Vacation time will not be allowed to carry over from one year to the next.

E. Jury Duty Leave

The Board shall pay the regular salary to Support Staff Employees subpoenaed witness or called to serve as jurors. The Employee so summoned shall reimburse the Board in the amount of any per diem compensation received for such service. Per Diem shall not be interpreted to include travel or other expenses reimbursement. Employees so summoned shall make every effort to work their regular schedule when their services are not required by the court.

- a. Employees serving on jury duty shall calculate their travel (mileage) expense for travel to and from the courthouse and apply the current IRS mileage reimbursement rate for such mileage.
- b. Employees shall retain the amount calculated for travel pursuant to paragraph a.
- c. Employees shall remit to the District the jury fee paid by the County less the amount calculated for travel pursuant to paragraph a.

F. Maternity Leave

Illness or disability due to pregnancy is classified and treated the same as any other illness or disability.

G. Unpaid Leave

An unpaid leave of absence may be granted for conditions of ill health, military service, or for other reasons approved by the Employer. The beginning and ending dates of such leave shall be mutually decided between the Superintendent and the involved Employee. No Support Staff Employee will be granted absence to seek employment elsewhere. Unpaid days may only be taken with Superintendent approval and are highly discouraged except in case of emergency. Vacations are not considered emergencies.

ARTICLE 27

Reduction in Force

A. Board Reserved Rights

The School Board reserves the right to remove or dismiss Support Staff Employees, when in its judgment the best interest of the District shall be served by decreasing the number of Support Staff Employees employed by the Board, or to discontinue some particular type of educational support service.

B. Elimination of Positions

The Board of Education may eliminate any position during the school year when it concludes that certain services are no longer needed, in which event for secretaries and aides the least senior Support Staff Employee in those categories of position shall be dismissed thirty (30) *calendar* days after receipt of notification from the District.

C. Recall Rights and Procedures

Laid-off Support Staff Employees shall be recalled for positions for which they are qualified in order of seniority, with the most senior being recalled first. The Employer is only required to recall laid off Support Staff Employees to the classification of any assignment they have previously held in the district provided they are still qualified for that assignment. Said recall is further subject to the Support Staff continuing to be:

1. Legally qualified to serve in that position, as determined by the appropriate governmental agency responsible for evaluating or recognizing the program in which the Support Staff employee serves and

2. Satisfactorily meet all of the job requirements of the job as set forth in the job description.

It is the responsibility of the RIF'd employee to provide current contact information to the District Office prior to their last day of employment. Once contacted and offered a recall, the employee will have up to five (5) calendar days to accept or decline the position. Support Staff who refuse an offered recall waives their right to any additional recalls. When notifying the Support Staff about the recall, the District shall identify the position, the job site, rate of pay, number of days and hours that the work is to be performed. The Union President shall be notified of the recall by e-mail.

Each Support Staff Employee's length of recall rights shall be for a period of 18 months from the date of the start of school in the fall following the date of layoff.

D. Employee's Obligation to Respond to Recall

Following acceptance of the position, the Support Staff Employee shall report to work within seven (7) calendar days unless an alternative working date is mutually agreed to between the Support Staff Employee and the Supervisor. An alternative date, allowing two (2) weeks to report to work shall be allowed in the event the recalled Support Staff Employee is employed on a full-time basis elsewhere at the time of recall.

Support Staff who declines recall to work, for which the combination of days, hours per day, and rate of pay resulting in an annual payroll which is equal to or greater than that at the time of layoff shall forfeit his/her recall rights. Once forfeited, the Support Staff Employee will lose any and all recall rights previously stated in this Agreement.

ARTICLE 28

Retirement Benefits

- A. The Board will meet and negotiate with the Association regarding IMRF retirement packages and utilize IMRF representative(s) to assist the parties in understanding IMRF options.
- B. Support Staff planning to retire without using the Employer's early retirement plan is requested to notify the Superintendent in writing no less than sixty (60) days before the requested retirement date.
- C. The Board shall pay the Employer portion of IMRF and the Support Staff Employee shall pay the Support Staff Employee portion of IMRF.
- D. Streator Elementary District #44 will provide the following early retirement package with the following provisions:
 - 1. The individual support staff member employed must have a minimum of fifteen (15) years of service to Streator Elementary School District #44 immediately preceding retirement to qualify for the early retirement plan.
 - 2. The individual support staff member must be fifty-five (55) years old or older, prior to the first legal school day of the retirement school year.
 - 3. The individual support staff member must meet all IMRF requirements.
 - 4. The individual support staff member shall submit to the Board of Education a letter of their intent to retire stating the date of intended retirement.
 - 5. Upon written notification of retirement, the Board shall increase the annual salary of each early retirement participant six percent (6%) over the previous year's earnings for the remaining years of service, not to exceed four (4) years.
 - 6. Notification shall be submitted to the Superintendent no later than February 1st of the school year preceding the beginning year of the retirement incentive.
 - 7. No payment shall be owed or made under this provision if it would result in an accelerated payment or penalty assessed by IMRF against the District.
 - 8. When multiple employees are eligible and apply in the same year, the Board may limit the number of participants in a given year, provided that at least one (1) eligible employee shall be approved. If more than one employee is eligible and applies, and

the Board decides to limit the number of participants, seniority in the District shall govern who is approved.

ARTICLE 29

MILEAGE, TOOLS & CLOTHING ALLOWANCE

A. Mileage

If a Support Staff Employee is required to use his or her personal vehicle for District 44 work, the Support Staff Employee will be reimbursed at the maximum rate then allowed by IRS. A Support Staff Employee will not receive reimbursement to travel to or from work unless the work assignment is outside District 44. If the work assignment is outside District 44, and the employer offers transportation, the Support Staff Employee will not be entitled to mileage reimbursement. For out-of-district assignment the mileage reimbursement shall be either (a) the distance from the Support Staff Employee's home to the work assignment, or (b) from the in-district locale the Support Staff Employee is otherwise assigned to, whichever is shorter.

B. Tools

1. Custodians

- a. Each building will maintain a basic set of tools including but not limited to the following tools:
 - a. Tape measure
 - b. Hammer
 - c. Set of screwdrivers (standard and Phillips)
 - d. Cordless drill
 - e. Crescent wrenches
 - f. 8' ladder
 - g. Extension cord
 - h. Wire cutter
 - i. Level

Larger tools may be requested from the Head of Maintenance as needed. Each Head Custodian is responsible for maintaining a current inventory of building tools. The building tool inventory will be updated and submitted to the Head of Maintenance when a tool is added or removed.

- a. The District will supply each building Head Custodian up to a \$100 tool allowance yearly for tools beyond the basic set and/or replacement tools. The Head Custodian must provide a receipt for reimbursement. In the event that cost

exceeds \$100, the Head Custodian will submit a written request to the Head of Maintenance.

- b. The district maintenance department will be responsible for completing all jobs that custodians do not have the proper equipment or expertise to complete.

2. Nurse/Healthcare Providers

- a. First aid supplies for the school year will be provided to ensure the safety and sanitary needs of the students. It is the responsibility of the nurse to order and maintain adequate supplies for each building.
- b. The Board shall provide the following physical facilities for the Nurse and Healthcare Providers: a desk, a file cabinet, a phone, a school district Computer in a confidential area, and suitable place to store coats and overshoes.
- c. The District will contact a qualified substitute nurse in the event of an absence of the Nurse. The Nurse will contact qualified substitutes Healthcare Providers in the event of an absence of a Healthcare Provider. It is the District's responsibility to establish the person in charge of dispensing medication in absence of the Nurse or Healthcare Providers.
- d. The District will provide additional help to each nurse/healthcare provider in each building for the first two weeks of the school year.

C. Clothing Allowance

The employer shall provide custodians five (5) shirts and also reimburse up to one hundred dollars (\$100) towards the cost of work shoes/apparel annually. The Superintendent of Schools and the custodians, by mutual consent, shall select the style, color, and type of uniform. The Support Staff Employee must provide a receipt for reimbursement for the shoes. The employer may establish reasonable standards for such work shoes.

The employer shall grant the Nurse and Healthcare Provider(s) an annual clothing allowance of three hundred fifty (\$350) for the purchase of uniform and/or shoes to be worn by the Employee at all times while on duty. The Support Staff employee must provide a receipt for reimbursement. The employer may establish reasonable standards for such uniforms and/or shoes.

ARTICLE 30

Duration of Agreement and Signature

This Agreement shall be effective July 1, 2020, and shall continue in effect until 11:59 p.m. on June 30, 2023.

This Agreement is signed this 26th day of February, 2020.

In witness thereof:

For the Streater Education
Association

Co-President

Co-President

For the Board of Education

President

Secretary

APPENDIX A

Teacher Salary

Year 1	Step (\$1526.36) +3% on base (Step 1)
Year 2	Step (\$1526.36) +3% on base (Step 1)
Year 3	Step (\$1526.36) +3% on base (Step 1)

2.5% Longevity payment will be made to teachers who have reached the maximum step and who have also been in the District for thirteen (13) or more years. The 2.5% increase will be calculated annually on the previous year's salary without TRS.

2020-2021						
Step	BS	BS +15	MS	MS +15	MS +30	MS +2nd
1	\$35,536.85	\$37,109.01	\$38,681.16	\$40,253.31	\$41,825.46	
2	\$37,063.21	\$38,635.37	\$40,207.52	\$41,779.67	\$43,351.82	
3	\$38,589.57	\$40,161.73	\$41,733.88	\$43,306.03	\$44,878.18	
4	\$40,115.93	\$41,688.09	\$43,260.24	\$44,832.39	\$46,404.54	
5	\$41,642.29	\$43,214.45	\$44,786.60	\$46,358.75	\$47,930.90	
6	\$43,168.65	\$44,740.81	\$46,312.96	\$47,885.11	\$49,457.26	
7	\$44,695.01	\$46,267.17	\$47,839.32	\$49,411.47	\$50,983.62	
8	\$46,221.37	\$47,793.53	\$49,365.68	\$50,937.83	\$52,509.98	\$54,402.66
9	\$47,747.73	\$49,319.89	\$50,892.04	\$52,464.19	\$54,036.34	\$55,929.02
10	\$49,274.09	\$50,846.25	\$52,418.40	\$53,990.55	\$55,562.70	\$57,455.38
11	\$50,800.45	\$52,372.61	\$53,944.76	\$55,516.91	\$57,089.06	\$58,981.74
12	\$52,326.81	\$53,898.97	\$55,471.12	\$57,043.27	\$58,615.42	\$60,508.10
13	\$53,853.17	\$55,425.33	\$56,997.48	\$58,569.63	\$60,141.78	\$62,034.46
14	\$55,379.53	\$56,951.69	\$58,523.84	\$60,095.99	\$61,668.14	\$63,560.82
15	\$56,905.89	\$58,478.05	\$60,050.20	\$61,622.35	\$63,194.50	\$65,087.18
16	\$56,905.89	\$58,478.05	\$60,050.20	\$61,622.35	\$63,194.50	\$65,087.18
17	\$56,905.89	\$58,478.05	\$60,050.20	\$61,622.35	\$63,194.50	\$65,087.18
18	\$58,432.25	\$60,004.41	\$62,263.42	\$63,835.57	\$65,407.72	\$66,979.87
19	\$59,958.61	\$61,530.77	\$63,835.57	\$65,407.72	\$66,979.87	\$68,552.02
20	\$61,484.97	\$63,057.13	\$65,407.72	\$66,979.87	\$68,552.02	\$70,124.17
21	\$63,011.33	\$64,583.49	\$66,979.87	\$68,552.02	\$70,124.17	\$71,696.32
22	\$64,537.69	\$66,109.85	\$68,552.02	\$70,124.17	\$71,696.32	\$73,268.47
23		\$67,636.21	\$70,124.17	\$71,696.32	\$73,268.47	\$74,840.62

2021-2022						
Step	BS	BS +15	MS	MS +15	MS +30	MS +2nd
1	\$36,602.96	\$38,222.28	\$39,841.59	\$41,460.91	\$43,080.22	
2	\$38,129.32	\$39,748.64	\$41,367.95	\$42,987.27	\$44,606.58	
3	\$39,655.68	\$41,275.00	\$42,894.31	\$44,513.63	\$46,132.94	
4	\$41,182.04	\$42,801.36	\$44,420.67	\$46,039.99	\$47,659.30	
5	\$42,708.40	\$44,327.72	\$45,947.03	\$47,566.35	\$49,185.66	
6	\$44,234.76	\$45,854.08	\$47,473.39	\$49,092.71	\$50,712.02	
7	\$45,761.12	\$47,380.44	\$48,999.75	\$50,619.07	\$52,238.38	
8	\$47,287.48	\$48,906.80	\$50,526.11	\$52,145.43	\$53,764.74	\$56,034.74
9	\$48,813.84	\$50,433.16	\$52,052.47	\$53,671.79	\$55,291.10	\$57,561.10
10	\$50,340.20	\$51,959.52	\$53,578.83	\$55,198.15	\$56,817.46	\$59,087.46
11	\$51,866.56	\$53,485.88	\$55,105.19	\$56,724.51	\$58,343.82	\$60,613.82
12	\$53,392.92	\$55,012.24	\$56,631.55	\$58,250.87	\$59,870.18	\$62,140.18
13	\$54,919.28	\$56,538.60	\$58,157.91	\$59,777.23	\$61,396.54	\$63,666.54
14	\$56,445.64	\$58,064.96	\$59,684.27	\$61,303.59	\$62,922.90	\$65,192.90
15	\$57,972.00	\$59,591.32	\$61,210.63	\$62,829.95	\$64,449.26	\$66,719.26
16	\$59,498.36	\$61,117.68	\$62,736.99	\$64,356.31	\$65,975.62	\$68,245.62
17	\$59,498.36	\$61,117.68	\$62,736.99	\$64,356.31	\$65,975.62	\$68,245.62
18	\$59,498.36	\$61,117.68	\$62,736.99	\$64,356.31	\$65,975.62	\$68,245.62
19	\$61,024.72	\$62,644.04	\$64,263.35	\$65,882.67	\$67,501.98	\$69,771.98
20	\$62,551.08	\$64,170.40	\$65,789.71	\$67,409.03	\$69,028.34	\$71,298.34
21	\$64,077.44	\$65,696.76	\$67,316.07	\$68,935.39	\$70,554.70	\$72,824.70
22	\$65,603.80	\$67,223.12	\$68,842.43	\$70,461.75	\$72,081.06	\$74,351.06
23		\$68,749.48	\$70,368.79	\$71,988.11	\$73,607.42	\$75,877.42

2022-2023						
Step	BS	BS +15	MS	MS +15	MS +30	MS +2nd
1	\$37,701.05	\$39,368.94	\$41,036.84	\$42,704.73	\$44,372.63	
2	\$39,227.41	\$40,895.30	\$42,563.20	\$44,231.09	\$45,898.99	
3	\$40,753.77	\$42,421.66	\$44,089.56	\$45,757.45	\$47,425.35	
4	\$42,280.13	\$43,948.02	\$45,615.92	\$47,283.81	\$48,951.71	
5	\$43,806.49	\$45,474.38	\$47,142.28	\$48,810.17	\$50,478.07	
6	\$45,332.85	\$47,000.74	\$48,668.64	\$50,336.53	\$52,004.43	
7	\$46,859.21	\$48,527.10	\$50,195.00	\$51,862.89	\$53,530.79	
8	\$48,385.57	\$50,053.46	\$51,721.36	\$53,389.25	\$55,057.15	\$57,715.79
9	\$49,911.93	\$51,579.82	\$53,247.72	\$54,915.61	\$56,583.51	\$59,242.15
10	\$51,438.29	\$53,106.18	\$54,774.08	\$56,441.97	\$58,109.87	\$60,768.51
11	\$52,964.65	\$54,632.54	\$56,300.44	\$57,968.33	\$59,636.23	\$62,294.87
12	\$54,491.01	\$56,158.90	\$57,826.80	\$59,494.69	\$61,162.59	\$63,821.23
13	\$56,017.37	\$57,685.26	\$59,353.16	\$61,021.05	\$62,688.95	\$65,347.59
14	\$57,543.73	\$59,211.62	\$60,879.52	\$62,547.41	\$64,215.31	\$66,873.95
15	\$59,070.09	\$60,737.98	\$62,405.88	\$64,073.77	\$65,741.67	\$68,400.31
16	\$60,596.45	\$62,264.34	\$63,932.24	\$65,600.13	\$67,268.03	\$69,926.67
17	\$62,122.81	\$63,790.70	\$65,458.60	\$67,126.49	\$68,794.39	\$71,453.03
18	\$62,122.81	\$63,790.70	\$65,458.60	\$67,126.49	\$68,794.39	\$71,453.03
19	\$62,122.81	\$63,790.70	\$65,458.60	\$67,126.49	\$68,794.39	\$71,453.03
20	\$63,649.17	\$65,317.06	\$66,984.96	\$68,652.85	\$70,320.75	\$72,979.39
21	\$65,175.53	\$66,843.42	\$68,511.32	\$70,179.21	\$71,847.11	\$74,505.75
22	\$66,701.89	\$68,369.78	\$70,037.68	\$71,705.57	\$73,373.47	\$76,032.11
23		\$69,896.14	\$71,564.04	\$73,231.93	\$74,899.83	\$77,558.47

APPENDIX B

Support Staff Starting Salaries

Year 1	3%
Year 2	3%
Year 3	3%

Support Staff Wages

	Step 1	Step 2	Step 3	Step 4
12 Month Secretary	\$ 15.04	\$ 15.49	\$ 15.95	\$ 16.43
10 Month/Part Time Secretaries	\$ 15.04	\$ 15.49	\$ 15.95	\$ 16.43
Part-Time Library Secretary	\$ 15.04	\$ 15.49	\$ 15.95	\$ 16.43
Part-Time Library Clerk	\$ 11.44	\$ 11.78	\$ 12.14	\$ 13.00
Part-Time Aides/RTI Interventionist	\$ 16.03	\$ 16.51	\$ 17.01	\$ 17.52
Part-Time LAC/Focus Room Supervisor	\$ 16.03	\$ 16.51	\$ 17.01	\$ 17.52
Part-Time ELL Tutor/Translator	\$ 16.03	\$ 16.51	\$ 17.01	\$ 17.52
Head Custodial	\$ 18.04	\$ 18.58	\$ 19.14	\$ 19.71
Part-Time Custodial	\$ 15.05	\$ 15.50	\$ 15.97	\$ 16.44
Head of Maintenance	\$ 27.32	\$ 28.14	\$ 28.98	\$ 29.85
Maintenance Worker	\$ 19.01	\$ 19.58	\$ 20.17	\$ 20.77
Nurse	\$ 35.64	\$ 36.71	\$ 37.81	\$ 38.94
Health Care Provider	\$ 19.01	\$ 19.58	\$ 20.17	\$ 20.77

The parties agree that any currently employed employee who is adversely affected by the creation and use of this salary schedule will be made whole by placement on a cell that is equal to or more than their current pay.

APPENDIX C

Starting with 2020-2021, the extra duty stipend amounts for each position found in Appendix C of this agreement shall be increased by 1.5% over the stipend amounts provided for each position. Stipend amounts will be calculated using the FY20 stipend amounts. Any supplies needed for Robotics, Art Club, Snowflake, or Yearbook will be provided by the District not to exceed \$250.00 per year.

Extra Duty Pay

Academic Stipends	2019-2020	2020-2021	2021-2022	2022-2023
		1.5%	1.5%	1.5%
Band Director	\$ 4,121.00	\$ 4,182.82	\$ 4,245.56	\$ 4,309.24
Jr. High 6-8 Chorus	\$ 2,442.00	\$ 2,478.63	\$ 2,515.81	\$ 2,553.55
K-5 Grade Level Coordinator	\$ 679.00	\$ 689.19	\$ 699.52	\$ 710.02
In-House Substitute	\$ 23.00	\$ 23.35	\$ 23.70	\$ 24.05
Detention Hall	\$ 23.00	\$ 23.35	\$ 23.70	\$ 24.05
Before or After School Tutoring (Helping Hands)	\$ 39.00	\$ 39.59	\$ 40.18	\$ 40.78
RtI Student Intervention	\$ 1,132.00	\$ 1,148.98	\$ 1,166.21	\$ 1,183.71
RtI Student Intervention Facilitator	\$ 207.00	\$ 210.11	\$ 213.26	\$ 216.46
School Improvement	\$ 679.00	\$ 689.19	\$ 699.52	\$ 710.02
Building Publicity	\$ 340.00	\$ 345.10	\$ 350.28	\$ 355.53
District Publicity	\$ 679.00	\$ 689.19	\$ 699.52	\$ 710.02
Mentor	\$ 340.00	\$ 345.10	\$ 350.28	\$ 355.53
Mentor – Non-Certified		\$ 203.00	\$ 206.05	\$ 209.14

Extra Duty	2019-2020	2020-2021	2021-2022	2022-2023
		1.5%	1.5%	1.5%
6th Math Team	\$471.74	\$ 478.82	\$ 486.00	\$ 493.29
7/8 Math Team	\$785.89	\$ 797.68	\$ 809.64	\$ 821.79
Academic Team	\$1,886.45	\$ 1,914.75	\$ 1,943.47	\$ 1,972.62
Robotics	\$628.82	\$ 638.25	\$ 647.83	\$ 657.54
Art Club	\$349.69	\$ 354.94	\$ 360.26	\$ 365.66
Snowflake	\$349.69	\$ 354.94	\$ 360.26	\$ 365.66
Student Council - Leader	\$2,201.11	\$ 2,234.13	\$ 2,267.64	\$ 2,301.65
Student Council - Assistant	\$1,100.56	\$ 1,117.06	\$ 1,133.82	\$ 1,150.83
Yearbook	\$1,100.56	\$ 1,117.07	\$ 1,133.82	\$ 1,150.83
Athletic Director (1)	\$3,144.08	\$ 3,191.24	\$ 3,239.11	\$ 3,287.70
Baseball - Boys	\$943.48	\$ 957.63	\$ 972.00	\$ 986.58
Asst. Baseball - Boys	\$628.82	\$ 638.25	\$ 647.83	\$ 657.54
8th Basketball - Boys	\$1,886.45	\$ 1,914.75	\$ 1,943.47	\$ 1,972.62
7th Basketball - Boys	\$1,886.45	\$ 1,914.75	\$ 1,943.47	\$ 1,972.62
6th Basketball - Boys	\$1,257.63	\$ 1,276.49	\$ 1,295.64	\$ 1,315.08
8th Basketball - Girls	\$1,886.45	\$ 1,914.75	\$ 1,943.47	\$ 1,972.62
7th Basketball - Girls	\$1,886.45	\$ 1,914.75	\$ 1,943.47	\$ 1,972.62
6th Basketball - Girls	\$1,257.63	\$ 1,276.49	\$ 1,295.64	\$ 1,315.08
8th Volleyball - Girls	\$1,886.45	\$ 1,914.75	\$ 1,943.47	\$ 1,972.62
7th grade Volleyball	\$1,886.45	\$ 1,914.75	\$ 1,943.47	\$ 1,972.62
6th grade Volleyball	\$1,257.63	\$ 1,276.49	\$ 1,295.64	\$ 1,315.08
Track (2) Boys/Girls	\$1,571.78	\$ 1,595.36	\$ 1,619.29	\$ 1,643.58
Cheerleading Boys/Girls	\$864.69	\$ 877.66	\$ 890.83	\$ 904.19
Building Tech Helpers	\$2,010.05	\$ 2,040.20	\$ 2,070.80	\$ 2,101.87

APPENDIX D

Teacher Evaluation Forms

Streator Elementary School District #44 Teacher Evaluation

Teacher _____ Grade Level _____
 Date & Time _____ Subject _____
 Evaluator _____

Evaluated teacher was given a completed evaluation on _____

(Shall be done within five – 5 – teacher employment days following the day of the formal classroom observation)

The teacher and evaluator met to discuss and commit to the teacher's official personnel file a copy of the evaluation on _____

(Shall be done within five – 5 – teacher employment days following the day of the receipt/delivery of the evaluation)

		U	NI	P	E			U	NI	P	E
1a	Demonstrating Knowledge of Content and Pedagogy					2a	Creating an Environment of Respect and Rapport				
1b	Demonstrating Knowledge of Students					2b	Establishing a Culture for Learning				
1c	Setting Instructional Outcomes					2c	Managing Classroom Procedures				
1d	Demonstrating Knowledge of Resources					2d	Managing Student Behavior				
1e	Designing Coherent Instruction					2e	Organizing Physical Space				
1f	Designing Student Assessments										
4a	Reflecting on Teaching					3a	Communicating with Students				
4b	Maintaining Accurate Records					3b	Using Questioning and Discussion Techniques				
4c	Communicating with Families					3c	Engaging Students in Learning				

4 d	Participating in the Professional Community					3 d	Using Assessment in Instruction				
4e	Growing and Developing Professionally					3e	Demonstrating Flexibility and Responsiveness				
4f	Showing Professionalism										

Domain 1: Planning and Preparation Evidence

1a: 1b: 1c: 1d: 1e: 1f:
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Domain 2: The Classroom Environment Evidence

2a: 2b: 2c: 2d: 2e:

Domain 3: Instruction Evidence

3a: 3b: 3c: 3d: 3e:

Domain 4: Professional Responsibilities Evidence

4a: 4b: 4c: 4d: 4e: 4f:
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Evaluation Summary: (Note: Any single rating of “Unsatisfactory” or “Needs Improvement” performance shall be accompanied by a specific statement of the observed weakness(es) with supporting reasons for the rating made.)

Attendance: Strengths: Weaknesses:
--

Descriptor	Unsatisfactory	Needs Improvement	Proficient	Excellent
1 st Evaluation Rating				
2 nd Evaluation Rating				
Summative Rating				

Signatures – The signing of the evaluation indicates that the teacher agrees that the dates noted above are correct and that he/she has reviewed the contents of the evaluation. It does not necessarily indicate agreement.

Evaluator Date

Teacher Date

Evaluation Cycle

Non-Tenured	Tenured
Annual Evaluation Process	Bi-Annual Evaluation Process
• Minimum of two formal evaluations	• Minimum of one formal evaluation

<ul style="list-style-type: none"> ○ Preconference ○ Formal observation – minimum of forty-five minutes or complete lesson ○ Post conference ● Minimum of one informal observation <ul style="list-style-type: none"> ○ Minimum of one ten minute ○ Written feedback within five days <p>Except in unusual circumstances, the first formal observation will not take place within the first ten school days.</p> <p>At least one informal observation shall occur no less than two weeks prior to the final formal observation.</p> <p>At the conclusion of the second formal observation, both formal observation scores will result in one summative evaluation score for the year.</p> <p>For teachers hired on or after September 1, 2016, the following applies in order to achieve tenured status per state law:</p> <ul style="list-style-type: none"> ● Non-tenured teachers in two out of the last three years of non-tenured status must have a summative rating of proficient or excellent. ● Non-tenured teachers that have summative ratings of excellent during first three years are eligible for early tenure. ● Non-tenured teachers in fourth year of non-tenured status must have a summative rating of proficient or excellent. 	<ul style="list-style-type: none"> ○ Preconference ○ Formal observation – minimum of forty-five minutes or complete lesson ○ Post conference ● Minimum of one informal observation <ul style="list-style-type: none"> ○ Minimum of one ten minute ○ Written feedback within five days <p>Except in unusual circumstances, the formal observation will not take place within the first ten school days.</p> <p>At least one informal observation shall occur no less than two weeks prior to the formal observation.</p> <p>Teachers receiving a rating of needs improvement will be placed on a Professional Development Plan.</p> <p>Teachers receiving a rating of unsatisfactory will be placed on a Remediation Plan.</p>
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SES Evaluation Timeline Summary

The importance of the timeline is critical to the evaluation process.

- Within five school days after the beginning of each school year, a teacher will be notified individually in writing as to which administrator(s) will be expected to observe and evaluate his/her performance. If other evaluators are added or changed in the course of the school year, the Association and Teacher(s) affected will be

- notified a minimum of five days prior to the pre-conference of the formal evaluation process.
- Teachers shall receive a minimum of five school days' notice prior to each pre-conference of the formal evaluation process.
 - Except in unusual circumstances, formal observations shall not be held within the first ten school days, within the last ten days of student attendance, the five employment days prior to winter vacation, or the two employment days prior to spring vacation.
 - The teacher shall receive a written report within five school days following the formal observation.
 - The post-conference shall take place within five school days of receipt of the written report.
 - Each formal evaluation shall have its own scoring and documentation of evidence, and evaluators should avoid "copying" and "pasting" from previous evaluations.

Teacher Evaluation Notification Form

Date _____

Evaluator _____

Notification of Formal Evaluation for:

Evaluation Will Be Held During the Week of:

Please bring the following artifacts to the pre-conference:

1. Lesson Plans
2. Gradebook or Skyward Printout
3. Classroom Management / Discipline Plan
4. Substitute Folder or Directives
5. Professional Development Activities
6. Other Evidence as Pertains to Your Particular Assignment

SEA Suggested Pre-Conference Questions for Discussion

1. To which part of your curriculum does this lesson relate? (1e)
2. How does this learning “fit” in the sequence of learning for this class? (1b,1e,1a)
3. Briefly describe the students in this class, including those with special needs. (1b)
4. What are your learning outcomes for this lesson? What do you want the students to understand? (1c, 1f)
5. How will you engage the students in the learning? What will you do? What will the students do? Will the students work in groups, or individually, or as a large group? What materials will be used? (1d, 1e, 1a)
6. How will you differentiate instruction for different individuals or groups of students in the class? (1f)

SEA Suggested Forms of Evidence for Teachers	
Domain	Sample Evidence
1. Planning and Preparation	<ul style="list-style-type: none"> • Lesson plans/units • Assessment plan and assessments • Projects/reports • Student work samples • Student assessment data • Grading plan and gradebook • Classroom expectations • Substitute plans • Evidence of differentiated instruction • Surveys of students' interests, learning styles, attitudes, etc.
2. Classroom Environment	<ul style="list-style-type: none"> • Physical layout of room/area • Seating arrangements • Rules and routines • Rubrics • Bulletin boards • Student projects and/or work displayed • Bulletin boards (interactive, instructional) • Artifacts of positive reinforcement • Examples of student participation in managing classroom environment
3. Instruction	<ul style="list-style-type: none"> • Units • Extension/enrichment activities • Review/reinforcement activities • Modification for special needs • Differentiation plan • Flexible grouping plans • Student work samples • Homework assignments and guides • Curriculum integration plans • Assessments • Projects/reports • Student assessment data
4. Professional Responsibilities	<ul style="list-style-type: none"> • Professional involvement (building committees, district committees, professional organizations) • Participation in courses, conferences, workshops • Presentations at meetings • Group planning notes • Parent communication • Journals/logs • Copies of grants • Mentoring discussion notes

Disclaimer: All examples are provided as suggestions only. Teachers are not required to provide all examples given. They may select forms of evidence that pertain to their particular assignment.

Scoring Guidelines

It is important for evaluations within the district to be consistent. Scoring guidelines should be followed by all evaluators in order to achieve inter-rater reliability across the district.

- Teachers are encouraged to focus on the description, the elements, and the summary of each component. Each component has multiple critical attributes listed in the rubric; however, attributes and evidence specifically not listed on the rubric may also be considered. Evaluators must see a preponderance of evidence (consistent) within each component for a teacher to be placed in the specific category.
- Prior to the day of the post-conference, a teacher may present evidence in writing and/or have the opportunity to raise questions and have discussion that may alter their placement in a specific component with the evaluator before the calculation of the final score. The intention is to reexamine evidence or to submit forgotten evidence rather than to submit multiple pieces of new evidence.
- The substance of the evaluation (placement in categories) cannot be grieved. Failure to follow the procedures and/or improper calculation of the final score can be grieved.
- Scores will be determined by a numeric rubric, scoring each component as excellent, proficient, needs improvement, or unsatisfactory. All evaluators will use the same scoring rubric.

Post-Conference

SEA Suggested Post-Conference Questions for Discussion

1. In general, how successful was the lesson? Did the students learn what you intended for them to learn? How do you know? (4a)
 2. How were you able to determine your students' levels of engagement and understanding? (4a)
 3. Comment on different aspects of your instructional delivery (activities, grouping of students, materials, and resources). To what extent were they effective? (4a)
 4. If you had a chance to teach this lesson again to the same group of students, what would you do differently? (4a)
- All components of the evaluation may be discussed.

Final Score

A written or oral lesson reflection may be submitted in advance and/or discussed during the post conference.

Teacher and evaluator will sign-off on the evaluation after the final score has been calculated. Evaluators will share suggestions for improvement in teaching practices that could result in improved scoring of future evaluations as well as improved student achievement.

The teacher may provide written comments in response to the evaluation. Written comments must be submitted to the evaluator within five school days of the post conference and will be attached to the evaluation and committed to the teacher's personnel file.

Streator Elementary School District Informal Observation

Teacher _____ Date _____

Evaluator _____

Domain 2: The Classroom Environment	
Component	
2a	Creating an Environment of Respect and Rapport
2b	Establishing a Culture for Learning
2c	Managing Classroom Procedures
2d	Managing Student Behavior
2e	Organizing Physical Space

Domain 3: Instruction	
Component	
3a	Communicating with Students
3b	Using Questioning and Discussion Techniques
3c	Engaging Students in Learning
3d	Using Assessment in Instruction
3e	Demonstrating Flexibility and Responsiveness

Domain 1: Planning and Preparation

Domain 4: Professional Responsibilities

One informal observation shall be a minimum of ten minutes.

If the teacher wishes to discuss the informal observation feedback, he or she may set up a time to meet with the evaluator.

If observed evidence may be deemed unsatisfactory in a single component, the evaluator and teacher may discuss suggestions for improvement prior to their next formal observation.

Professional Development Plan (PDP) – Tenured Teacher

- All tenured teachers receiving a rating of **needs improvement** shall be placed on a professional development plan within 30 school days of receiving the rating.
- The plan is to be developed by the evaluator in consultation with the teacher and will take into account the tenured teacher's on-going professional responsibilities including his/her regular teaching assignments.
- The plan is to be directed to the areas that need improvement and includes supports that the district will provide.
- Tenured teachers must be evaluated at least once in the school year following the professional development plan. Teachers who are rated proficient or excellent at that time will be reinstated to the normal evaluation cycle.

Teacher _____ Evaluator _____

Date of Evaluation _____ Date of PDP meeting _____

Areas of Improvement List the domain and component rated needs improvement.	
Rationale for Areas of Improvement Evidence from observations that show an area needing improvement	
Indictors for Effective Teaching Give examples that would demonstrate effective teaching in areas of improvement.	
Tasks to Complete Specific tasks the teacher will complete that will improve the domain/component	
Support and Resources List of supports and resources the teacher can use to improve (workshops, observe colleagues, mentor, books/journals)	

The teacher has received the professional development plan. The plan has been developed by the evaluator in consultation with the teacher.

Teacher _____ Date _____

Evaluator _____ Date _____

Professional Development Plan Timeline		
Target Date	Date of Observation	Rating Result in Areas of Improvement
Formal Observation #1 will be completed by:		
Informal Observation will be completed by:		
Optional: Formal Observation #2 will be completed by:		

Teacher
Date

Evaluator
Date

Signatures – The signing of the professional development plan indicates that the teacher agrees that the dates noted above are correct and that he/she has reviewed the contents of the plan. It does not necessarily indicate agreement.

Remediation Plan – Tenured Teacher

- All tenured teachers receiving a rating of **unsatisfactory** shall be placed on a remediation plan within 30 school days of receiving the rating.
- A remediation period of at least 90 school days is provided.
- A consulting teacher who has a minimum of 5 years of experience, familiarity with assignment, and an excellent rating on his/her last evaluation will be selected by the evaluator. The association will have the option of submitting a list of qualified teachers from which the district shall choose the consulting teacher.
- The consulting teacher shall participate in developing the remediation plan, but the final decision as to the evaluation shall be done solely by the evaluator. The consulting teacher will provide advice on how to improve teaching skills and to successfully complete the remediation plan.
- There will be a mid-point and final evaluation during the remediation period. The mid-point and final evaluation will assess the teacher's performance during the remediation period only.
- The teacher is to be evaluated by a second evaluator doing an independent assessment for the mid-point and final evaluations.
- The second evaluator is to be selected following Section 24-16.5 of PERA.
- The plan is to be directed to the areas that are unsatisfactory and includes supports that the district will provide.
- Teachers who are rated proficient or excellent at the end of the plan will be reinstated to the normal evaluation cycle.
- If the teacher has not corrected the performance deficiencies at the end of the plan, he/she is subject to dismissal.

Teacher _____ Date of Evaluation _____

Original Evaluator _____ Consulting Teacher _____

Beginning Date of Plan _____ Mid-Point evaluation: _____

End Date of Plan _____

Areas of Improvement List the domain and component rated unsatisfactory.	
Rationale for Areas of Improvement Evidence from observations that shows an area as unsatisfactory	
Indicators for Effective Teaching Give examples that would demonstrate effective teaching in unsatisfactory areas.	
Tasks to Complete Specific tasks the teacher will complete that will improve the domain/component	
Support and Resources List of supports and resources the teacher can use to improve (workshops, observe colleagues, mentor, books/journals)	

The teacher has received the remediation plan. The plan must extend at least 90 school days from the date of the signatures.

_____	_____
Evaluator	Date
_____	_____
Teacher	Date
_____	_____
Consulting Teacher	Date

Remediation Plan Timeline		
Evaluation	Date	Evaluation Rating
Mid-Point Evaluation		
Second Evaluator:		
Final Evaluation		
Second Evaluator:		

 Evaluator Date

 Teacher Date

Signatures – The signing of the remediation plan indicates that the teacher agrees that the dates noted above are correct and that he/she has reviewed the contents of the plan. It does not necessarily indicate agreement.



Streator Elementary School District Student Growth Handbook

Student Growth Handbook

Table of Contents

Introduction	3
Illinois Administrative Code	4-5
Evaluation Process	6
Student Growth Timeline	7
PERA Assessment Types	8
Approved Type II Assessments	9-10
Type III Assessment and Approval Process	11
Additional Information for Specific Groups of Teachers	11-12
Student Growth Scoring	12
Appendices	
A. Student Growth Plan Template	13-14
B. DOK Levels Reference Chart	15-16
C. Student Growth Plan Example	17-18
D. Growth Goal Table	19
E. Mid-Point Check in Table	20
F. Combining Performance and Student Growth Scores	21

INTRODUCTION

The intention of this living document is to provide guidelines and will be reevaluated prior to the end of the school year. Any PERA Joint Committee member may request an earlier meeting if needed. PERA Joint Committee will continue to be made up of equal representation of administrators and teachers and decisions will be made by consensus or it will default back to the district's original student growth plan. Teachers in the process of collecting data will be grandfathered in to the plan in which they began to collect data.

Using student growth measures helps achieve the mission of Streator Elementary School District to provide a nurturing, challenging learning environment in order to assist each student in becoming lifelong learners and socially responsible citizens.

By using Student Growth Goals (SGG's) in an accurate and meaningful way, teachers can implement strategies to allow students to achieve their highest potential and maximize growth. Using SGG's allows the teacher to monitor student progress throughout the year and adapt teaching methods accordingly. This in turn, consistently lets the teacher know where students are and where they should be. SGG's provide teachers a map, leading the teacher down the appropriate path for individualized student success.

Student Growth Goals also connect to the *Danielson* rubric, representing another layer of the work around teacher effectiveness and fulfilling the district's strategic plan. Multiple measures of a teacher's practice, which includes frequent observations using the *Danielson* rubric, conferences, regular feedback, and student growth measures, provide a more complete picture of a teacher's performance and create more meaningful dialogue and evaluations.

Student Growth Goals

Student Growth Goals are the process of *setting targets* and *measuring* to the extent to which they have been achieved. Targets must be measurable and evaluators must be able to do something with those measurements. SGG's are a long-term goal for advancing student learning. It is a data-informed process that involves diagnosing and improving specific student learning needs.

Performance Evaluation Rating

Student growth will represent 25% of a teacher's summative performance evaluation rating in the first and second years of the school district's implementation of the performance evaluation system. Thereafter, student growth will represent 30% of the teacher's performance evaluation rating. The other portion of the evaluation comes from the professional practice piece.

ILLINOIS ADMINISTRATIVE CODE (Section 50.110)

Each school district, when applicable (see Section 50.20 of this Part), shall provide for the use in the performance evaluation plan *of data and indicators on student growth as a significant factor in rating teacher performance*. (Section 24A-4(b) of the School Code) For the purpose of this Subpart B, “significant factor” shall represent at least 30 percent of the performance evaluation rating assigned, except as otherwise provided in subsection (a) of this Section. In situations in which a joint committee cannot reach agreement on one or more aspects of student growth within the timeline established under Section 24A-4(b) of the School Code, the school district shall adopt the State model plan contained in Subpart C of this Part with respect to those aspects of student growth upon which no agreement was reached.

- a) Student growth shall represent at least 25 percent of a teacher’s performance evaluation rating in the first and second years of a school district’s implementation of a performance evaluation system under Section 50.20 of this Part (for example, 2016-17 and 2017-2018 school years). Thereafter, student growth shall represent at least 30 percent of the rating assigned.
- b) The performance evaluation plan shall identify at least two types of assessments for evaluating each category of teacher and one or more measurement models to be used to determine student growth that are specific to each assessment chosen. The assessments and measurement models identified shall align to the school’s and district’s school improvement goals.
 - 1) The joint committee shall identify a measurement model for each type of assessment that employs multiple data points. The evaluation plan shall include the use of at least one Type II assessment and at least one Type III assessment. Assessments used for each data point in a measurement model may be different provided that they address the same instructional content.
 - 2) The joint committee shall identify the specific Type II assessment to be used for each category of teacher.
 - 3) The evaluation plan shall require that at least one Type III assessment be used for each category of teacher. If the joint committee determines that a Type II assessment cannot be identified, then the evaluation plan shall require that at least two Type III assessments be used.
 - A) The plan shall state the general nature of any Type III assessment chosen (e.g., teacher-created assessments, assessments designed by textbook publishers, student work samples or portfolios, assessments of student performance, and assessments designed by staff who are subject or

grade-level experts that are administered commonly across a given grade or subject area in a school) and describe the process and criteria the qualified evaluator and teacher will use to identify or develop the specific Type III assessment to be used.

B) A school district required to use two Type III assessments for any category of teachers may delay the use of the second Type III assessment until the second year of implementation.

4) The plan shall identify student growth expectations consistent with the assessments and measurement model to be used, as appropriate.

5) Each plan shall identify the uniform process (to occur at the midpoint of the evaluation cycle) by which the teacher will collect data specific to student learning. The data to be considered under this subsection (b)(5) shall not be the same data identified for use in the performance evaluation plan to rate the teacher's performance.

A) The data the teacher collects shall not be used to determine the performance evaluation rating.

B) The teacher should use the data to assess his or her progress and adjust instruction, if necessary.

c) The joint committee shall consider how certain student characteristics (e.g., special education placement, English language learners, low-income populations) shall be used for each measurement model chosen to ensure that they *best measure the impact that a teacher, school and school district have on students' academic achievement*. [105 ILCS 5/24A-7]

d) If the rating scale to be used for student growth does not correspond to the performance evaluation ratings required under Section 24A-5(e) or 34-85c of the School Code, then the plan shall include a description of the four rating levels to be used and how these are aligned to the required performance evaluation ratings.

Evaluation Process

First Year through Fourth Year Non-Tenured Teacher Evaluations

- Two Formal observations with post conferences and feedback
- Informal observation(s)
- Student growth from August/September-February. Must use current year data.
- A Final Summative Rating with student growth will be given by March 1

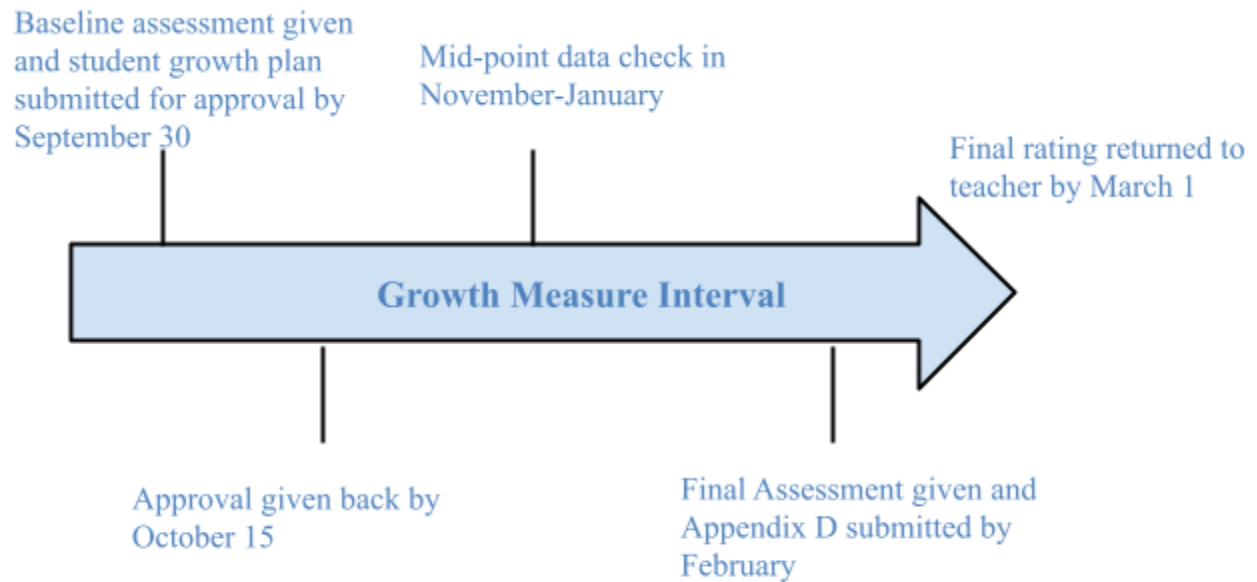
Tenured teacher evaluation

- Formal observation(s) with post conference and feedback
- Informal observation(s)
- Data Collection (2 choices)
 1. Year of evaluation- Teacher collects student growth data from August/September-February.
 2. Year prior to Evaluation-Teacher collects data throughout the school year. Growth plan must be submitted by October 1st of the year prior to the evaluation.
- A Final Summative Rating with student growth will be given by March 1

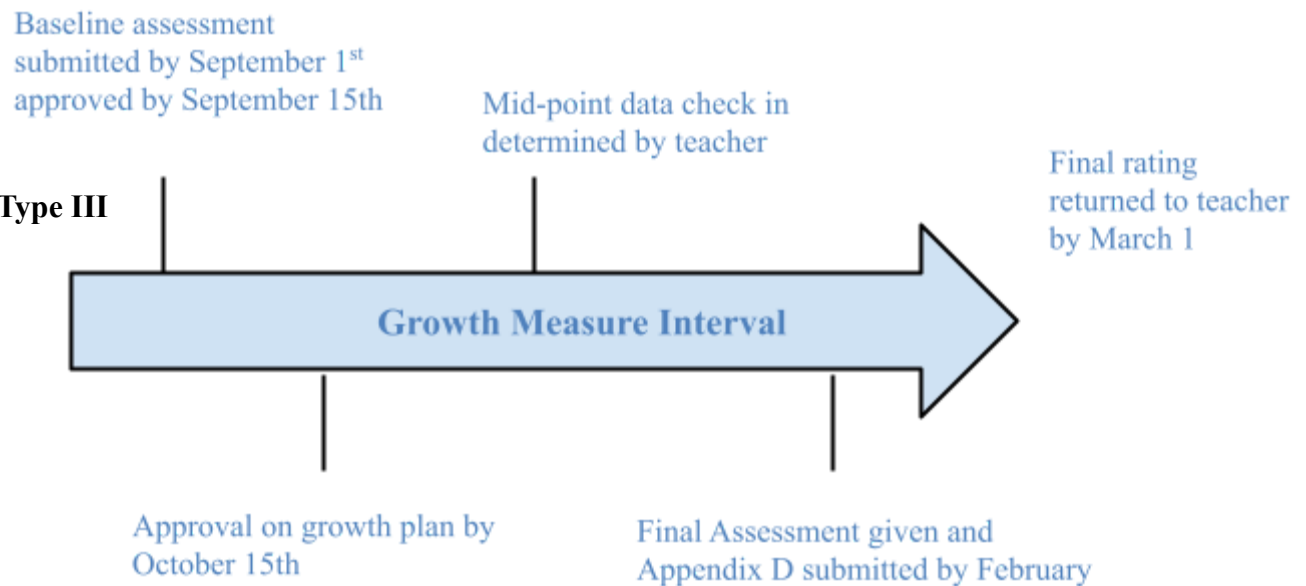
*Tenured teachers have to use choice #1 under data collection for the 2016-2017 school year.

STUDENT GROWTH TIMELINES (doesn't apply to those collecting data in off year)

Type II



Type III



ASSESSMENT PROCEDURES

Baseline Assessments for Type II/Type III

- Administer initial Type II assessments (benchmarks, pretests, etc...) in September
- Type III assessments can be administered at various times
- Individually review and analyze data

Mid-Point Data Check in

- Needs to occur according to time line (see arrows)
- Submit district template and include evidence (Appendix E) to administrator within 2 weeks of assessment date
- Focus is to monitor the progress of students, reflect on instructional practices, and make changes if needed

Final Assessments

- Administer final assessments (benchmarks, post-tests, etc...) before February
- Individually review and analyze data
- Type III assessments can be administered at various times

Final Rating

- Ratings will be given to teacher after the completion of the final assessment by March 1st
- The post-conference interviews on formal observations may have been completed prior to receiving your overall evaluation score
- If the teacher wishes to discuss the overall evaluation, he/she may request a meeting

PERA ASSESSMENT TYPES

Type II	Type III
Any assessment developed or adopted and approved for use by the school district and used on a district-wide basis by all teachers in a given grade or subject area.	Any assessment that is rigorous, aligned to the course's curriculum, and that the qualified evaluator and teacher determine measures student learning in that course

Ex: AIMS web, Common Assessments by course, grade level unit tests, etc...	Ex: Approved teacher-created test, or a rigorous Type II assessment may qualify as a Type III assessment if it aligns to the curriculum being taught and measures student learning in that subject
The evaluation plan should include the use of at least one Type II assessment and at least one Type III assessment. However, if a Type II assessment is unable to be identified, then two (2) Type III assessments may be used.	

APPROVED TYPE II ASSESSMENTS

For the Student Growth, all ELA and/or Math teachers must select one (1) Type II assessment from the following menu of options. All other teachers must complete two Type III assessments (for 2016-2017 only one Type III assessment is required).

Preschool

- Creative Curriculum Gold Assessment
- TPBA

Kindergarten

- AIMSweb Plus
- Number Recognition 0-20 Fall and Winter Benchmark

First Grade

- Early STAR
- STAR
- Go Math-benchmarks

Second

- AIMSweb CBM
- STAR Reading
- Go Math-benchmarks
- AIMS MComp

Third Grade

- Go Math-benchmarks
- AIMSweb Reading-CBM
- AIMSweb Math
- MobyMax Math Assessment
- STAR Reading

Fourth

- STAR Reading
- AIMSweb Math
- MobyMax Math Assessment
- MobyMax Reading Assessment
- AIMSweb Reading – CBM
- AIMSweb Math
- Go Math Benchmarks

Fifth

- AIMSweb Math, Reading
- STAR Reading, Math
- Moby Max Reading placement
- Go Math-benchmarks

Sixth

- Math-Common Assessment, Moby Max, AIMS
- ELA-AIMSweb, Common Assessment, Moby Max, STAR

Seventh

- Math-Common Assessment, Moby Max, AIMS
- ELA-AIMSweb, Common Assessment, Moby Max, STAR

Eighth

- Math-Common Assessment, Moby Max, AIMS
- ELA-AIMSweb, Common Assessment, Moby Max, STAR

TYPE III ASSESSMENT AND APPROVAL PROCESS

Type III assessment means any assessment that is rigorous, aligned to the course's curriculum, and that the qualified evaluator and teacher determine measures student learning in that course. A Type II assessment may qualify as a Type III assessment if it aligns to the curriculum being taught and measures student learning in that subject. The evaluation plan should include the use of at least one Type II assessment and at least one Type III assessment. However, if a Type II assessment is unable to be identified, then two (2) Type III assessments may be used.

Type III assessments could be teacher-created assessments, assessments designed by textbook publishers, student work samples or portfolios, assessments of student performance, and assessments designed by staff who are subject or grade-level experts.

The Student Growth Template blank form is included in Appendix A. This form is to be used in developing a growth model. A sample is included in Appendix C.

When completing the student population form (Appendix D) or using your own similar format section of the Student Growth Plan please follow the guidelines below.

- The final roster will include ONLY students that have been given the baseline assessment. This has been included due to the issue of mobility in the district.
- Students who are simply absent for the day of the baseline assessment will still need to complete the assessment.
- Some exceptions will be considered for the final roster. Students under 90% daily attendance may be excluded at the discretion of the teacher. Behavioral considerations,

along with other questions or exemptions will be discussed between the teacher and evaluator. Final rosters must be set prior to the final assessment.

ADDITIONAL INFORMATION FOR SPECIFIC GROUPS OF TEACHERS

TEACHERS OF SPECIAL AREAS (i.e. art, music, band, PE, etc.)

How will I identify the students that are a part of my growth plan?

- The students that are a part of your plan will be based on a class **and/or** grade level of your choosing (exceptions can be stated on your growth plan).

TEACHERS OF SPECIAL EDUCATION

How will I identify the students that are a part of my growth plan?

- Preschool, elementary and junior high teachers are to use students either by grade, age, subject, or caseload in the growth plan.
 - If you chose grade level you must include **all** students in that grade on your caseload (exceptions can be stated on your growth plan).
 - You can use IEP goals.

TEACHERS OF ENGLISH LANGUAGE LEARNERS

How will I identify the students that are a part of my growth plan?

- Elementary and junior high teachers are to include their students either by grade, age, or subject in the growth plan (exceptions can be stated on your growth plan).

TEACHERS IN JUNIOR HIGH WITH MULTIPLE COURSES

How will I identify the students that are a part of my growth plan?

- Junior High teachers are to include their students either by grade, class, or subject in the growth plan (exceptions can be stated on your growth plan).

TITLE ONE TEACHERS

How will I identify the students that are a part of my growth plan?

- Title teachers are to include their students either by grade, class, or subject in the growth plan (exceptions can be stated on your growth plan).

MATERNITY/MEDICAL LEAVE

- Use data from prior year if you have advance knowledge
- Modify collection deadlines
- Modify Types of assessments to use
- Ultimately let teacher and administrator decide how to proceed, if disagreement occurs, allow PERA team to decide

STUDENT GROWTH SCORING

This is the final step in Student Growth cycle. The teacher will receive one overall rating based on the two (2) Student Growth Goals. Each SGG will count for 50% of the overall score. See Table 1 below for the ratings and thresholds. Again, the overall determination of a rating is based on what percentage of students met their goal. An average will be calculated to figure the particular percentage (Example: Type II- 90% of students met goal + Type III- 60% of students met goal = $150/2=75\%$ which then puts you at proficient according to the table below).

The Student Growth measures will receive a score in one of four categories, “Unsatisfactory,” “Needs Improvement,” “Proficient,” or “Excellent,” based upon the following thresholds:

Table 1

Rating*	Threshold
Excellent	80% or more of students met their growth targets
Proficient	65%-79% students met their growth targets
Needs Improvement	50%-64% students met their growth targets
Unsatisfactory	Less than 50% students met their growth targets

*Rounding to the nearest whole number will apply.

Appendix A Type III Assessment

STUDENT GROWTH PLAN

Name:	Content/Grade Level:
<u>Student Population (Measureable and Relevant):</u> <ul style="list-style-type: none">Who is being assessed? (attach roster/attach Appendix D)Who is being excluded? (include rationale) <u>Pre, Mid, and Post-Assessment (Measureable, Relevant, and Timely):</u> <ul style="list-style-type: none">What pre-/post-assessment will you use to measure growth? (attach a copy)	

Student Data Baseline Analysis (*Measureable and Relevant*):

- What does the pre-assessment data tell you about your students' starting points?
- What are students' strengths and weaknesses?
- What do other data sources tell you about your students? (attach data forms)

Provide DOK questions that go across three levels of rigor that align with standards/content

Illinois/National Standards (*Specific, Aligned and Attainable, and Relevant*):

- What standards, content, and/or skills will students learn?

Growth Goal(s) (*Specific, Measureable, and Attainable*):

- Based on the class or group of students, how much growth is expected during the instructional window?
- Students may be grouped and given different goals depending on their ability.

Approved by mid/late October

Rationale for Growth Goal(s): Describe how this goal will enhance student achievement: **(Relevant and Specific)**

Resources or Support for Growth Goal(s) **(Specific, Aligned, and Attainable, Timely)**

- What support or resources would help you achieve those goals?

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

Teacher and Evaluator retain copies.

Mid-Point Check (appendix E) to review growth plan progress and turn in to administrator (teacher determines)
Week of _____

Appendix B

DOK Levels for Reference

Level	Learner Action	Key Actions	Sample Question Stems
Level 1: Recall	Requires simple recall of such information as a fact, definition, term, or simple procedure	List, Tell, Define, Label, Identify, Name, State, Write, Locate, Find, Match, Measure, Repeat, Indicate, Show	How many...? Label parts of the.... Find the meaning of...? Which is true or false...? Point to ... Show me (the time signature/the piece of Renaissance art). Identify (which instrument is playing/the art form/home plate/the end zone)
Level 2: Skills/ Concept	Involves some mental skills, concepts, or processing beyond a habitual response; students must make some decisions about how to approach a problem or activity	Estimate, Compare, Organize, Interpret, Modify, Predict, Cause/Effect, Summarize, Graph, Classify, Describe, Perform a Technical Skill, Perform a Skill with Accuracy	Identify patterns in... Use context clues to... Predict what will happen when... What differences exist between...? If x occurs, y will.... Shoot 10 lay-ups in a minute, 5 free throws (out of 10 shots), and remain in control of dribbling the ball for 1 minute. Memorize and perform a theatrical scene with at least 85% accuracy in terms of line memorization, cues, and staging. Perform a piece of music with technical accuracy.

			Demonstrate knowledge and skills to create works of visual art using sketching and constructing.
Level 3: Strategic Thinking	Requires reasoning, planning, using evidence, problem-solving, and thinking at a higher level	Critique, Formulate, Hypothesize, Construct, Revise, Investigate, Differentiate, Compare, Argue, Perform a task using Problem-solving, Writing with Textual Analysis and Support	Construct a defense of.... Can you illustrate the concept of...? Apply the method used to determine...? What might happen if....? Use evidence to support.... Sing or play with expression and accuracy a variety of music representing diverse cultures and styles. Use problem-solving to perform an appropriate basketball/football/baseball play in a given scenario (e.g. complete a double play, set up a basketball screen, run the spread offense for a first down). Demonstrate knowledge and skills to create 2- and 3-dimensional works and time arts.
Level 4: Extended Thinking	Requires complex reasoning, planning, developing, thinking, designing, creating, and evaluating, most likely over an extended time. Cognitive demands are high, and students are required to make connections both within and among subject domains. Student may use or perform a variety of methods or mediums to convey complex ideas or solve problems.	Design, Connect, Synthesize, Apply, Critique, Analyze, Create, Prove, Evaluate, Design, Create and Perform Complex Performance- or Project-Based Assessment Tasks	Design x in order to.... Develop a proposal to.... Create a model that.... Critique the notion that.... Evaluate which tools or creative processes are best for x theatre or musical production. Create and perform a complex work of art using a variety of techniques, technologies and resources and independent decision making. Perform a complex musical piece with a high level of expression and accuracy. Design and perform a complex basketball or football play appropriate for a given situation. Evaluate and perform various offensive plays or movements in a basketball/football/baseball game, based upon the defensive scenario. Evaluate the use of various mediums to communicate ideas and construct 2 and 3 dimensional works of art using these mediums.

Appendix C Type III Assessment

Student Growth Plan EXAMPLE

Name:	Content/Grade Level:
<p><u>Student Population (Measureable and Relevant):</u></p> <ul style="list-style-type: none"> Who is being assessed? (attach roster/attach Appendix D) <i>28 students (see roster/Appendix D)</i> Who is being excluded? (include rationale) <i>Ted-not here at beginning of year</i> <p><u>Pre, Mid, and Post-Assessment (Measureable, Relevant, and Timely):</u></p> <ul style="list-style-type: none"> What pre-/post-assessment will you use to measure growth? (attach a copy) <i>Independent Reading Assessment from Scholastic</i> <p><u>Student Data Baseline Analysis (Measureable and Relevant):</u></p> <ul style="list-style-type: none"> What does the pre-assessment data tell you about your students' starting points? What are students' strengths and weaknesses? What do other data sources tell you about your students? (attach data forms) <i>AIMS scores from previous year indicate 20 students were at grade level 2 students were above grade level. 6 students were below grade level.</i> <i>Scores indicated all but two, met end of year grade level expectations.</i> <i>On the pretest, 6 students scored below grade level, 20 students scored at grade level and 2 students</i> 	

scored above grade level.

Provide DOK examples and corresponding DOK number that go **across three levels** of rigor that align with standards/content

Analyze how the two texts are different-DOK3

Identify the main idea of the text-DOK1

Summarize the main idea with support from the text-DOK2

Illinois/National Standards (*Specific, Aligned and Attainable, and Relevant*):

- What standards, content or skills will students learn?
Students will name and list the important main idea(s) and supporting details of informational text. Students will use information gained from the illustrations and the words in a text to demonstrate understanding of the text. Students will compare and contrast the most important points and key details presented in two texts on the same topic.

Growth Goal(s) (*Specific, Measureable, and Attainable*):

- Based on the class or group of students, how much growth is expected during the instructional window?
80% of students scoring at Deficient will move to Emerging. 80% of students scoring at the Emerging will move to Established or increase their score by 5 points. Students scoring at Established will at least maintain that level.
- Students may be grouped and given different goals depending on their ability.
Three students who are ELLs will demonstrate 10% growth, 5 students who have IEPs will demonstrate 5% growth, while the rest of the class will demonstrate 20% growth.

Approved by mid/late October

Rationale for Growth Goal(s): Describe how this goal will enhance student achievement: **(Relevant and Specific)** *Students were given the AIMS assessment in August. Scores on the assessment varied but indicated that all of the students are in range of achieving the differentiated targets as stated above. This growth goal is aligned with the district and our school SIP. Targeted interventions and extensive support will be given in an effort to accelerate learning and close the achievement gap for those students not at grade level.*

Resources or Support for Growth Goal(s) **(Specific, Aligned, and Attainable, Timely)**

- What support or resources would help you achieve those goals
Progress monitoring, My Sidewalks, Moby Max, core curriculum, ELL support, teacher assistants....

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

Teacher and Evaluator retain copies.

Mid-Point Check Date to review growth plan _____

Appendix D
Type II and III
Individual Student Growth Scoring Template
(partial example-electronic copy will be used that is stored on shared drives)

1. Enter the information in the shaded boxes in the top section (give a tentative date for the post-test date).
2. Add the name for each student into the worksheet.
3. Enter the baseline score for each student. This is the score the student receives on their pre assessment.
4. Enter the growth target for each student. Example could be growing halfway from the baseline to 100%.
5. Determine if any student scores need to be exempt from the total calculation and write the reason.
6. Copy/email this form for your evaluator to approve.
7. At the mid-point check, the evaluator and teacher may agree to adjust the growth goal if needed.
8. Enter the final score for the assessment once the post assessment is complete.
9. Determine if the student exceeded/met the growth target by answering yes or no. (Number of "yes" responses are listed at the top of spreadsheet). Make sure the cell is blank if that score is exempt from the final calculation.

Teacher Name:		School:	
Assessment Name:		Grade Level:	
Group of Students:		Date Turned In	
Date Pre Assessment Given:	Mid-Point Data Date:	Post Date:	

Goal(s):

Total Number of Students Exceeding or Meeting Target: 0

Total Number of Students 0

Percentage of Students Exceeding or Meeting Target

% of students that exceeded / met growth target	Descriptive Rating	Numerical Rating
80- 100 %	Excellent	4
65-79%	Proficient	3
50-64%	Needs Improvement	2
0-49%	Unsatisfactory	1

Student Name	Baseline Score (Pre-Test)	Growth Goal Target	Mid-Point Score	Final Score (Post-Test)	Exceeds/Meets Target? (Yes/No)	Exemption/Reason
		50				
		50				

Appendix E

Mid-point Data Check in Template

Name:

Date:

Mid-point assessments require the collection of data specific to student learning. They can look like the pre and the post-tests; however, these formative assessments can be done through observation, student interviews, progress monitoring through class work, or even student reflections. The important piece is that teachers are evaluating student progress toward a goal and adjusting their instruction as needed to help the student reach the goal.

1. Explain your data collection: (overview, thoughts)

2. Explain any changes (growth, roster, etc.) if needed:

3. Attach mid-point data collection that students are moving towards goal:

4. What are your next steps?

Appendix F

Combining Performance and Student Growth Scores

These calculations follow Administrative Code part 50, Section 50.230, part b.

Percentages of the two scores are added together. The added score is rounded to the nearest whole number. That becomes the overall rating.

Performance

4=excellent 3=proficient 2=needs improvement 1=unsatisfactory

Student Growth

4=excellent 3=proficient 2=needs improvement 1=unsatisfactory

Performance = 75% 2016-17 & 2017-18	Student Growth = 25%
---	-----------------------------

	Performance 1 x 75% = .75	Performance 2 x 75% = 1.5	Performance 3 x 75%= 2.25	Performance 4 x 75%= 3
Student Growth 1 x 25% = .25	1	1.75	2.5	3.25
Student Growth 2 x 25% = .5	1.25	2	2.75	3.5
Student Growth 3 x 25% = .75	1.5	2.25	3	3.75
Student Growth 4 x 25% = 1	1.75	2.5	3.25	4

Overall Rating
Excellent
Proficient
Needs Improvement
Unsatisfactory

Performance = 70% Student Growth = 30% 2018-19 and on				
	Performance 1 x 70% = .70	Performance 2 x 70% = 1.4	Performance 3 x 70% = 2.1	Performance 4 x 70% = 2.8
Student Growth 1 x 30% = .3	1	1.7	2.4	3.1
Student Growth 2 x 30% = .6	1.3	2	2.7	3.4
Student Growth 3 x 30% = .9	1.6	2.3	3	3.7
Student Growth 4 x 30% = 1.2	1.9	2.6	3.3	4

Streator Elementary School District #44
Final Teacher Evaluation Score

Teacher _____

Evaluator _____

	Unsatisfactory	Needs Improvement	Proficient	Excellent
1 st Performance Rating				
2 nd Performance Rating				
Summative Performance Rating				
1 st Student Growth Goal %				
2 nd Student Growth Goal %				
Summative Student Growth (Average)				
Final Score				

If the teacher wishes to discuss the final evaluation, he or she may set up a time to meet with the evaluator.

Signatures – The signing of the final evaluation score indicates that the teacher received the document and has reviewed the contents. It does not necessarily indicate agreement.

Teacher Date

Evaluator Date