

COLLECTIVE BARGAINING  
**COLLECTIVE BARGAINING  
AGREEMENT**

**Between**

**THE BOARD OF EDUCATION  
Oak Park District No. 97**

**And**

**THE OAK PARK TEACHERS' ASSOCIATION  
IEA – NEA**

**2014-2015 Through 2017-2018**

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## **INTRODUCTION**

A vital democracy depends on an educated citizenry. The community of Oak Park believes that maintaining a quality school district is critical to continuing the accomplishment of village aspirations and worth the wise investment of community resources. Together, the Board of Education and the professional staff share the responsibility for achieving the mission of District 97.

## **COMMITMENT**

We believe that education is the shared responsibility of the student, home, school and community. Although we recognize that families play an essential role in a child's education, effective and innovative teachers are critical to the full development of a student's learning potential. The Board of Education and the Oak Park Teachers' Association (O.P.T.A):

- Are committed to supporting teachers in their efforts to provide the high quality learning experiences expected by the Oak Park community.
- Recognize the importance of broad-based involvement in decision making in matters that have an impact on the education of children.
- Value teacher involvement in the setting and implementing of standards of professional practice as well as in the development of opportunities for individual growth and advancement of the profession.
- Encourage innovation and risk-taking in the pursuit of improved practice.
- Appreciate the cultural diversity of our community and strive to enrich that experience in our schools.
- Are committed to identifying, attracting and retaining a diverse staff.
- Intend to involve professional staff in assessing fulfillment of mutually determined goals and objectives.

An effective partnership recognizes that the Oak Park Teachers' Association represents the teaching profession and the Board of Education represents the community.

## **RECOGNITION**

The Board recognizes the Association as the sole negotiating agent for all teachers, as herein defined, in this District.

The Association recognizes the Board as the duly elected representative of the people of the District and agrees to negotiate with the Board through the negotiating agent or agents officially designated by the Board to act on its behalf.

The Board agrees not to negotiate with any teacher organization other than the present Association until or unless it is replaced by another duly elected teacher organization.

The Board agrees to negotiate only with officially designated negotiators of the Association, who represent all District employees eligible to participate in the bargaining unit as defined by this Agreement.

The Board agrees to bargain with respect to teachers' wages, hours, and other terms and conditions of employment.

The Board shall not be required to bargain over matters of inherent managerial policy, which shall include its functions, standards of service, overall budget, organizational structure, selection of new employees and the direction of employees.

This Agreement shall constitute the full and complete commitment between the parties and may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written and signed amendment to this Agreement.

## **ROLES**

The Oak Park Board of Education, as the elected representatives of the community, has the responsibility for the governance of the District. In exercising this role, the Board shares with the professional staff through collaborative decision-making the responsibility for determining how the goals and mission of the District might be achieved. In taking this action, the Board retains the following rights:

- To establish goals and expectations for the District.
- To evaluate whether the District is performing at a level consistent with the expectations of the community and in keeping with the goals and policies of the Board.
- To employ all personnel in the District.
- To take action on all expenditures of funds.
- To exercise whatever other rights and responsibilities are granted to it by the statutes of the State of Illinois except in those areas specified in this Agreement where the Board shares decision-making with the Association.

Teachers take primary responsibility for providing students with opportunities for and assistance with learning through interactions in the classroom. It is also recognized by the Board that teachers require time to plan for instruction, for shared decision-making activities, for district committee work, for parent/teacher communication and for conferences and Open House/Curriculum nights.

Other activities that continue self-development and also require extensive time on the part of teachers include participating in staff development workshops, graduate courses, action research, and peer coaching.

Given these high expectations, a teacher deserves a life beyond his/her profession. Achieving a balance between work and other interests enables a teacher to be a more productive, as well as active, member of the larger society, thus enhancing full personal development.

**COLLECTIVE BARGAINING AGREEMENT**  
**between the**  
**BOARD OF EDUCATION**  
**OAK PARK ELEMENTARY SCHOOL DISTRICT 97**  
**and**  
**OAK PARK TEACHERS' ASSOCIATION**

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**PREAMBLE**

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The Board of Education of the Oak Park Elementary School District No. 97 of Cook County, State of Illinois, hereinafter referred to as the Board, and the Oak Park Teachers' Association, affiliated with IEA, NEA, hereinafter referred to as the Association, agree as follows:

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**ARTICLE I – Definitions**

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- A. Board – The District No. 97 Board of Education, Cook County, as duly constituted under the laws of the State of Illinois and not as its individual members.
- B. Association – The Oak Park Teachers' Association.
- C. Teacher – Any certificated, licensed or registered employee under contract to the Board of Education, excluding substitutes and the administration as defined in Article I, Section D.
- D. Administration – The Superintendent, Assistant Superintendents, Directors, Principals, Assistant Principals, and all other supervisory personnel who hold positions which require an Illinois Type 75 or equivalent certificate. Administrators who are assigned part-time teaching responsibilities will be covered by the Collective Bargaining Agreement only on matters related to their teaching.
- E. Superintendent – The Superintendent of the Oak Park Elementary School District No. 97 or his/her designated representative.

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**ARTICLE II – Representation Election**

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- A. Any representation election relating to the employees covered by this Agreement shall be conducted pursuant to the provisions of P.A. 83-1014, the Illinois Educational Labor Relations Act.

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**ARTICLE III – Negotiations Procedures**

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- A. Pursuant to the Illinois Educational Labor Relations Act, the Board of Education and the Association shall appoint negotiators, and each party shall indicate a chairperson or chairpersons for its respective negotiating team.
- B. Pursuant to the Illinois Educational Labor Relations Act, negotiations for a given fiscal year shall start within 60 days after the receipt of a demand to bargain by either party, provided that negotiations shall begin no later than April 1 of any year. Meetings shall be held as often as necessary, as determined by mutual agreement of the chairpersons.
- C. Tentatively agreed upon items shall be put in writing and signed by both chairpersons.
- D. The parties may call upon consultants to advise them on matters under discussion. Both parties have the right to utilize the services of such consultants in the negotiations, except that such consultants shall not be members of the respective negotiation teams.
- E. When total tentative agreement is reached on a new contract, such agreement shall be submitted to the Association and the Board for ratification. Upon ratification by both parties, the tentative agreement shall become the new contract between the parties, and where necessary its provisions shall be reflected in individual teacher contracts.

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**ARTICLE IV – Resolution of Impasse**

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- A. The parties shall follow the mediation and impasse procedures established under the Illinois Educational Labor Relations Act.

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**ARTICLE V – Fair Share Agreement**

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- A. Each bargaining unit member, as a condition for his/her employment, on or before thirty (30) days from the date of this Agreement, whichever is later, shall join the Association or pay a fair share fee to the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state, and national dues.
- B. 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 Board shall deduct the fair share fee from the wages of the non-member.
- C. Such fee shall be paid to the Association by the Board no later than ten (10) days following deduction.
- D. The Association will advise all teachers of the rebate procedures established by the IEA-NEA.
- E. In the event of any legal action against the Board brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
- The Board gives immediate notice of such action in writing to the Association, and permits the Association intervention as a party if it so desires, and the Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.
- The Association agrees that in any action so defended, it will indemnify and hold harmless the Board from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Board's compliance with this Article. 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 Board or the Board's imperfect execution of the obligations imposed upon it by this Article.
- F. The Board shall deduct from each teacher's pay the current dues and fees of the Association, provided that the Board has a teacher executed authorization for dues deduction, the amount of which shall annually be certified by the Association. The authorization form shall be furnished by the Association. The authorization shall state that it remains in effect from year to year, except that the teacher may revoke it between September 1 and September 30 of any year. Upon receipt of any revocation, the Board shall notify the association in writing of same. If a teacher resigns his/her membership after September 30 of any year and continues in the employment of the District, the Board shall continue to deduct the unpaid portion of the current year's dues and fees during the remainder of the current school year. All such monies deducted by the Board shall be remitted to the Association no later than ten (10) days after such deductions are made. The association shall indemnify and save harmless the Board from any and all claims, demands, suits, and costs incurred in connection with action taken by the Board for the purpose of complying with the provisions of this section.

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## ARTICLE VI – Rights and Responsibilities

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- A. The Association shall be granted the use of school facilities for meetings without charge when sufficient notice is given to the administration, except when additional expenses are required, the Board may charge for these expenses.
- B. The Association shall have the right to post notices of its activities within the area provided for faculty use. The Association may use the inter-school delivery service and teacher mail boxes.
- C. The Association shall be provided with the names and addresses of all newly hired teachers as soon as such information can practicably be made available. The Board or the Superintendent may ask for and shall receive membership lists for the Association and current lists of officers and committees, plus copies of its constitutions and by-laws.
- D. The Association shall be furnished the Annual Financial Report and the Annual Budget. In addition, the Board and the administration shall grant reasonable requests for any other material readily available and pertinent information which may be relevant to negotiations. Nothing herein shall require the central administrative staff to research and assemble information. Nothing herein shall permit the Association access to information which is confidential by law.
- E. During the term of this Agreement, the Association and the teachers represented by the Association hereby agree not to engage in, or support, or encourage any concerted refusal to render full and complete contractual services in the District.
- F. The Board and the Association agree not to discriminate against any teacher of the District on the basis of race, creed, sex, color, disability, national origin, sexual orientation, or membership or non-membership in the Association.
- G. The Board of Education reserves unto itself all rights and responsibilities to manage the District and direct the delivery of services as provided by law. The actions of the Board shall be carried out in a manner consistent with the law and the terms and conditions set forth in this agreement.

There shall be no change in working conditions covered by this agreement without prior negotiation with the Association, provided that after such negotiation, the Board may take action as it deems advisable and the Association, if such action constitutes a breach of this Agreement, may file a grievance charging violation of this Agreement and/or take legal action.
- H. District 97 will not request any de-mandates of the school code from the Illinois State Board of Education without agreement between the Association and the Board of Education.
- I. The President of the OPTA shall be notified each time a grant funded program is established in District 97. All certified personnel employed in positions, which require teacher licensing and are paid through grant funds, shall be considered bargaining unit members covered by the master contract. They will be evaluated according to the contract, and if placement on the salary schedule is inappropriate, the rate of pay shall be negotiated by the Association and Board. Employment opportunities under grant programs will be advertised through the usual posting process where applicable.
- J. The Association President shall be released upon application to the Superintendent, for not more than one (1) day per week from his/her teaching duties for the purpose of performing his/her duties as Association President. The Association shall reimburse the District for that portion of time for which the President is released.
- K. In the event the Association desires to send representatives to local, state or national conferences, these representatives shall be excused without loss of salary, providing the Association reimburses the District for the cost of substitute(s), and further providing, the frequency of excused leaves does not impair the quality of classroom instruction and a written request for leave has been submitted for prior approval to the President of the Association and the Superintendent. In no event shall the number of such absences for all teachers exceed twenty-five (25) days per year.

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**ARTICLE VII – Teachers’ Authority and Protection**

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**A. TEACHER PERSONNEL FILE**

The teacher will receive a copy of all non-exempt written material to be placed in his/her personnel file. A teacher may prepare and have placed in the teacher's personnel file a reply to any written letter or reprimand issued to the teacher and any written material to be placed therein. A teacher may request an informal review of the non-exempt written materials with the Director of Human Resources and an Association representative prior to final action.

**B. ASSOCIATION REPRESENTATION DURING TEACHER DISCIPLINES**

A teacher is entitled to have present a representative of the Association at any meeting between the teacher and an administrator concerning a subject which reasonably may lead to disciplinary action including warnings, letters of reprimand and/or suspension against the teacher. A teacher who begins participating in a meeting without a representative shall have the right to adjourn a meeting until representation is provided should the teacher believe that the meeting reasonably may lead to disciplinary action. The suspension of a teacher shall be for just cause.

Dismissal, Removal and/or Notice of Remedy shall be subject to the provisions of the Illinois School Code including but not limited to incompetency, cruelty, negligence, immorality, or failure to successfully complete a required remediation plan, failure to be qualified to teach, or other sufficient cause or whenever the board determines the interest of the schools require dismissal. If the teacher requests the presence of such a representative, the administrator shall immediately arrange for the presence of an Association representative.

**C. ASSAULTS UPON TEACHERS**

Any case of assault and/or battery upon a bargaining unit member arising out of and in the course of his/her employment which is reported in writing to the building Principal shall in turn be reported to the Superintendent or his/her designee, who shall report the matter to the Association President in writing. Upon receipt of a written complaint, the Superintendent shall report to the local law enforcement authorities no later than 24 hours after the occurrence of the attack and to the Department of State Police's Illinois Uniform Crime Reporting Program no later than three (3) days after the occurrence of the attack.

**D. COMPLAINTS AGAINST TEACHERS**

It is the intent of this section that teachers receive timely awareness of complaints about performance. A complaint about a teacher from a parent, student, or other individual shall be made known to such teacher including the name of the complainant\* and the nature of the complaint. No teacher will retaliate against any complainant.

When the supervisor deems it appropriate, based on the nature of the concern or complaint, the complainant will be referred to the Parent Handbook section regarding communication and/or will be encouraged to meet directly with the teacher to address the issue.

If the complaint is not resolved by a meeting between the complainant and the teacher, the supervisor and the teacher will then determine if a joint meeting of the complainant(s), teacher, and supervisor is the best format to review, correct, or terminate the issue(s), or if other approaches will best resolve the issue.

If the complainant will not meet with the teacher, the supervisor will review the complaint for credibility and/or its factual bases, and will confer with the teacher regarding the facts or issue.

The teacher may request the presence of a member of the administrative staff and/or an Association representative at any of the above-referenced conferences.

If the matter is determined to be an issue for performance verified by the supervisor for credibility and/or factual bases, then the issue may be addressed through supervisory procedures and the District evaluation process. If the complaint is determined to be unfounded, it shall not be utilized in the teacher's evaluation and nor shall it form the basis for an assignment change or disciplinary action against the teacher.

If a teacher believes the complaint was not properly resolved at the building level, he/she may request to meet with the supervisor, the complainant (if willing) and the Superintendent to resolve the status of the issue.

Nothing herein shall preclude the District from bypassing some or all of these procedures if the complaint involves a matter that is reported to DCFS and/or law enforcement.

- E. Any reduction or deduction in the salary of a teacher in connection with any event mentioned in this Article shall be fully restored in the event of a favorable resolution in the case for the teacher.
- F. A teacher shall not be suspended without pay except for just cause and unless preceded by:
  - 1. A conference with the teacher by the appropriate administrator prior to taking action.
  - 2. A written explanation for the action to the teacher.
  - 3. A complete review of the teacher's non-exempt records in his/her personnel file with the teacher as requested by the teacher. The Association representative, at the request of the teacher, may examine the file only in the presence of the teacher.
  - 4. Evidence not previously recorded in the teacher's personnel file prior to the notification of the suspension shall not be used by the Board as a basis for its action.

\* It is acknowledged that some complainants may specifically request not to be identified. In such case, the supervisor will ask the complainant to explain why and the supervisor will encourage the complainant to reconsider. If the complainant still requests not to be identified, then the supervisor, in his/her discretion, shall determine whether to take any further action on the complaint.

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**ARTICLE VIII – Conditions of Employment**

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**A. THE SCHOOL DAY**

Teachers shall be in their buildings ten minutes before and ten minutes after the school scheduled starting and ending time. The school day for students shall be six (6) hours, exclusive of any lunch period. On Wednesday students will be dismissed one hour early from the elementary schools; this hour will be used for personal planning time or collaboration for elementary teachers. This time is included in the time guaranteed in Section H of this Article. Middle school students will not be dismissed early and this time will be used for additional student contact time.

Teachers at the elementary schools shall be entitled to a fifty-five (55) minute duty-free lunch period, and teachers at the middle schools shall be entitled to a thirty (30) minute duty-free lunch period.

**B. PROFESSIONAL DEVELOPMENT WEDNESDAYS**

The competent teacher understands that reflection, continuous learning to support one's own development, collaboration with other professionals, and participation on building and district committees are integral parts of professional growth and improvement of instruction. These ends are achieved by meeting the state of Illinois teacher licensure guidelines, continuing course work toward an advanced degree, and through participation in vertical articulation and professional development opportunities offered in the school or by the District.

Accordingly, up to twenty-seven (27) meetings per year may be scheduled on Wednesdays. Up to eighteen (18) of these meetings shall be devoted to professional development. At least nine (9) meetings shall be devoted to grade level or department meetings. The District Professional Learning Committee shall be responsible for planning the scope and sequence of professional development meetings and also for setting the master calendar. A school team shall be responsible for implementing the plans made by the District Professional Learning Committee.

No professional development activities shall be scheduled during the first/last week of school or during conference weeks. Additionally, at least once per trimester, a Wednesday which might otherwise be designated for professional development, will be set aside to allow teachers time to prepare report cards. The Professional Learning Committee shall also take care not to schedule professional development on a date that would conflict with the observance of any major religious holiday.

A meeting agenda, which will reflect input from teachers, as appropriate, will be developed and provided to teachers in advance of all meetings and will include a notation of which staff members must be present at the meeting. Meetings shall not exceed seventy-five (75) minutes. A teacher may request, and an administrator may grant, at his/her discretion, excusal from a meeting if the topic(s) is not pertinent to the teacher's responsibilities. In such an event, the administrator may give the teacher meaningful activities or work to complete in place of attending the meeting.

**C. FACULTY MEETINGS**

Emergency faculty meetings may be called by the Principal if a situation warrants. Such meetings shall be no longer than necessary.

**D. INSTITUTE DAYS**

Six institute days shall be scheduled every school year including two (2) before the start of the school year and one (1) during each trimester of the school year (the remaining Institute Day will be scheduled at the District's discretion). The purpose of Institute Days is to provide an extended period of time for professional development, department and grade level meetings, vertical and horizontal collaboration. Note: for the 2014-2015 school year only, there will be four institute days.

**E. DISTRICT PROFESSIONAL DEVELOPMENT FOR NEW CURRICULUM AND PROGRAMS**

Except for any training for implementation of new curriculum and programs that is scheduled on an Institute Day, such training will be scheduled outside the school day whenever possible, and when such training occurs outside of the workday (except for Institute Days) teachers who attend will be compensated at the

hourly rate for curriculum work. In order to accommodate teachers' schedules, several professional development opportunities will be offered during the school year and summer prior to implementation. Teachers who are not able to attend these sessions will be required to participate in training scheduled during the school day.

- F. The student day for half-time teachers shall be three (3) hours and their teacher day shall not exceed three (3) hours and thirty (30) minutes. Part-time teachers may be required to attend building staff development and district-sponsored Institute days. For attendance at such meetings, part-time teachers will be paid on a pro-rata basis.

Tenured teachers who have served in the District part-time, shall receive seniority for their part-time service on a pro-rata basis.

- G. Twice a year, all certified staff will be available to conference with parents on scheduled conference days. Such days shall be scheduled by the district on a Thursday afternoon and evening in the fall and winter, except for pre-kindergarten and kindergarten teachers whose conferences may be scheduled at a different time. On the designated conference day, students will be in attendance one half day.

The Friday following the conference day will require students and certified staff to be in attendance for one half day. Staff use of a sick or personal day on that Friday will be counted as a full day.

Parents must be offered a fall and winter conference. In the event parents are unable to meet during the scheduled conference times, teachers and parents will agree on an alternative conference.

- H. Clerical aides and student teachers shall not be employed or used as substitute teachers. In an emergency the Principal may ask regular teachers to assist with teaching duties of absent teachers, consistent with reasonable judgment and the particular needs of this situation.

- I. Teachers whose planning time is established for them by the master building schedule will be assured a minimum of three hundred (300) minutes of planning time per week, which shall be provided on a daily basis in no less than thirty (30) consecutive minutes. Generally, all other teachers will also receive an average of three hundred (300) minutes of planning time per week. However, due to the nature of their duties and responsibilities, which involve, but are not limited to, responding to crises, emergencies, and other unusual and/or unpredictable circumstances, all other teachers' planning time may fluctuate from day to day and week to week. The weekly minimum and daily planning minutes set forth in this Section shall be inclusive of the elementary Wednesday early release time set forth in VIII.A.

A special area teacher's load shall be considered full when it reaches 22 class sections (60 minutes in duration) or 44 class sections (30 minutes in duration), or a combination thereof per week. Non-instructional time during the student day, which is in excess of 300 minutes per week, may be used for other purposes in preparation for classes.

Traveling teachers will be provided with a minimum of 30 minutes for travel between buildings, which shall not be considered part of the teacher's planning time.

It is agreed between the Parties that, in the event significant fiscal or operational circumstances arise in the District, the Board may re-open this Agreement for the limited purpose of negotiating with the Association regarding the issue of guaranteed planning time.

- J. Teachers who are working their first year in the district will not be asked, but will be permitted if they desire, to serve on committees, do extra curricular activities, or take any University 97 courses other than the Mentoring Course.

- K. The Board agrees to adopt the following guidelines for the employment of Instructional Teacher Assistants:

Kindergarten

One full-time teacher assistant for each Kindergarten section of 21 or more students.  
Class size may reach 24 before additional students are assigned to another class.

Grade 1

One full-time teacher assistant for each class that has 25 or more students. Class size may reach 27 before additional students are assigned to another class.

Grade 2-5

One full-time teacher assistant for each class which has 25 or more students. Class size may reach 27 before additional students are assigned to another classroom.

Grade 6-8

One teacher assistant will be assigned to cover each core class period which has 30 or more students, upon the request of the teacher..

Mainstreamed students or included students who, as a result of their Individualized Educational Plan, bring with them a teacher assistant will not count as an additional student in the above resource allocations. One-on-one teacher assistants will not count as classroom teacher assistants for purposes of this section.

Split Level Classes

Efforts will be made to avoid split level classes. In the event a class is split, appropriate supports for the teacher will be provided.

- L. Teachers will be invited to participate in the interview process for new teacher assistants.

Furthermore, there must exist a time and opportunity to explain to a teacher assistant the particular needs in the teacher's situation. Time should be provided to train a teacher assistant in dealing with the instruction of the student and the methods used for record keeping. Funds are available for this training when necessary.

- M. **DIVERSITY**

Each year, a minimum of two professional development opportunities addressing diversity will be available through Institute Days or Wednesday meetings. These opportunities will be planned by the District Professional Learning Committee using information and input from the District Diversity/Equity Council.

- N. **SPECIAL EDUCATION**

1. Reorganization. Special education teachers, through their program chairs, will be given an opportunity to provide input into special education reorganization and significant special education program changes. Additionally, the chairs and the director will review the issue of compensation for work required of special education staff beyond the regular workday.

2. Workload Plan. Pursuant to administrative regulations promulgated by the Illinois State Board of Education in 2007 (23 Illinois Administrative Code 226.735), the District is required to adopt a plan to address the work load of its special educators effective for the 2009-2010 school year. In accordance with the ISBE regulations, the District shall collaborate with special educators in the District and OPTA representatives to develop the work load plan, which will be presented to the Board for its approval, subject to the Board's duty to negotiate the impact of this plan with the OPTA.

3. IEP Meetings. Special Education teachers shall be compensated at the contractual hourly rate for attending administratively authorized IEP meetings that occur outside the regular school day.

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**ARTICLE IX– Teacher Assignments and Transfers**

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**A. TEACHER ASSIGNMENTS**

1. Teacher assignments for the following school year will be made in writing by May 30. Any teacher who objects to an assignment can resign, request a one-year leave or make a transfer request.
2. Probationary teachers who are retained for another year will be given unassigned positions and may be assigned by the administration to any building or to any position for which they are certified.
3. Changes in enrollment, fiscal considerations, pupil distribution, instructional requirements, resignations of other teachers, or similar reasons occurring after the end of the school year may require reassignment of tenured staff to other positions and/or buildings. Reasons for such reassignment will be given in writing as soon as reasonably possible.
4. Teachers who intend to return from leave must provide written notice to the Senior Director of Human Resources by January 31st. Teachers returning from leave or recalled from the reduction in force (RIF) list shall be: a) assigned to vacant positions in accordance with Article XVII, D.3; and b) assigned positions along with voluntary transfer requests before candidates are employed from outside the District.
5. The Curriculum Leader with released time is guaranteed a return to the same building and assignment if that person chooses.

**B. POSTING OF VACANCIES**

Prior to hiring an external applicant to fill any new teaching position, or any existing teaching position that becomes available due to a retirement, resignation or long-term leave, the administration shall notify all staff of the vacancy by email and shall also post notice of the vacancy on the District website. Unless the position is considered hard-to-fill (as defined by ISBE) or first becomes available on or between the dates of July 15<sup>th</sup> and September 15<sup>th</sup>, it shall not be filled until it has been posted at least ten (10) calendar days.

Teachers wishing to be considered for any of the vacancies listed on or between the dates of September 16<sup>th</sup> through July 14<sup>th</sup>, must notify the Senior Director of Human Resources in writing within the ten (10) calendar day posting period to express their interest and request other information regarding the position. The teacher will be informed whether he/she will be considered for the position as soon as reasonably possible.

The administration shall announce (via email and website) vacancies for hard-to-fill positions and vacancies that arise on or between the dates of July 15<sup>th</sup>, and September 15<sup>th</sup>, but may fill such positions without waiting for a posting period to end. Teachers wishing to be considered for such a position are encouraged to notify the Senior Director of Human Resources in writing as soon as possible, but are not guaranteed consideration or a response.

**C. TRANSFERS BASED ON DISTRICT NEED**

1. The administration may initiate transfers when adequate reasons for the transfer exist. Any teacher so transferred shall be given written notice, including reasons.
2. Careful consideration will be given to the seniority of tenured teachers in transfer cases.
3. For one (1) full year after a transfer based on district need, an employee so transferred shall receive priority consideration for a voluntary transfer, including priority over more senior teachers who have not been involuntarily transferred.

**D. SUMMER SCHOOL**

Selection of teachers for summer school positions will be made from among volunteers based on a number of factors including licensing, qualifications, merit, ability (including performance evaluations, if available), diversity, compatibility with the programs being offered, and relevant experience with students in the summer school program. If, amongst or between candidates, these factors are

considered by the District to be equal, the District shall fill the position based on seniority in the District. When a qualified teacher does not receive a requested summer school position, upon written request to Senior Director of Human Resources, reasons will be given in writing as soon as possible.

E. **SELECTION OF CANDIDATES**

Notwithstanding any language to the contrary herein, the District's selection of a candidate for any new or vacant position not otherwise required to be filled pursuant to the statutory recall procedures shall be based upon the consideration of licensing, qualifications, merit, ability (including performance evaluations, if available), relevant experience and the long-term objectives of the building where the vacancy exists. If, amongst or between candidates, these factors are considered by the District to be equal, the District shall fill the position based on seniority in the District. If requested in writing, the District must give a good faith reason to any in-District candidate who is more senior than the candidate who is selected.

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**ARTICLE X – Grievance Procedure**

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**A. DEFINITIONS**

1. Grievance – A claim by a teacher, group of teachers, or the Association that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement.
2. Grievant – The person, persons, or the Association making such claim.
3. Day – Days when the District Office is open.
4. Immediate Supervisor – The member of the administration as defined herein, directly in charge of the grievant.
5. Superintendent – As defined herein.

B. The parties hereto acknowledge that it is incumbent upon the teacher and his/her immediate supervisor to resolve problems through free and informal communications. When requested by the teacher, the Association representative may accompany the teacher in order to assist the informal resolution of the grievance. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with his/her supervisor and having the grievance adjusted, provided the adjustment is not inconsistent with the terms of this Agreement.

C. LEVEL ONE – The formal Grievance Procedure begins when the teacher or the Association presents the grievance in writing to the immediate supervisor. The grievance statement must specify the nature of the grievance, Section of the Agreement, which has been violated, and the remedy sought. Such grievance shall be submitted within twenty (20) days of the occurrence or knowledge thereof of the event giving rise to the grievance. The supervisor shall arrange for a meeting with the grievant and the association representative to take place within ten (10) days after receipt of the grievance statement. The supervisor shall provide a written answer to the grievance together with the supporting reasons therefor. Copies shall be given to the grievant, the Association and to the Superintendent within ten (10) days after the meeting.

D. LEVEL TWO – If the grievance is not resolved at Level One, or if no written answer has been rendered within ten (10) days after meeting, the teacher or Association may file the written grievance with the Superintendent within five (5) days of receipt of the Level One written answer, or the due date of the Level One answer, whichever is sooner. The Superintendent shall schedule a meeting with the grievant, the Association and the supervisor within thirty (30) days of the receipt of the grievance. Within ten (10) days after such meeting, the Superintendent shall issue a written answer, including the reasons upon which the answer was based, with copies furnished to the grievant, the Association, and the immediate supervisor.

E. LEVEL THREE – If the grievance is not resolved at Level Two, or if no written answer has been rendered within ten (10) days after the meeting with the Superintendent, the Association may refer the grievance in writing to the Board within five (5) days of receipt of the Level Two written answer, or the due date of the Level Two answer, whichever is sooner. The Board, or a committee appointed by the Board, shall hold a formal hearing at a meeting called for this purpose on a date no later than thirty (30) days following receipt of the written grievance by the Board President or the next regularly scheduled Board meeting (whichever date is later). Each Party shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop pertinent facts to the grievance. Upon conclusion of the hearing, the Board shall have fifteen (15) days in which to provide a written answer to the grievant and to the Association.

F. LEVEL FOUR – If the grievance is not resolved at Level Three, or if no written answer has been rendered within fifteen (15) days of the meeting with the Board, the Association may submit the grievance to final and binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association (A.A.A.), which shall act as the administrator of the proceedings. If a demand for arbitration is not filed within thirty (30) days of the due date for the Level Three written answer, then the grievance shall be deemed withdrawn.

1. The Arbitrator shall have no power to alter the terms of this Agreement.
2. The Arbitrator is empowered to include in any award such financial reimbursements or other remedies as he judges to be proper.

3. Each party shall bear the full costs for its representation in the arbitration. The cost of the Arbitrator and of the AAA shall be divided equally between the Board and the Association.
  4. If either Party requests a transcript of the proceedings that party shall bear full responsibility for the costs of the transcript. If both parties order a transcript, the cost of the two (2) transcripts shall be divided equally between the Board and the Association.
- G. When a teacher is not represented by the Association, the Association may ask for the teacher's consent to the presence of an Association representative.
- H. No reprisals of any kind shall be taken against the grievant.
- I. A grievance may be withdrawn at any level without establishing precedent. The grievant must notify the Superintendent in writing if a grievance has been withdrawn.
- J. By mutual agreement between the Association and the Superintendent, any step of the grievance procedure may be bypassed.
- K. All documents, communication, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

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## ARTICLE XI – Evaluation

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- A. **EVALUATION PLAN.** The evaluation processes contained within the District 97 Teacher Evaluation and Professional Growth Plan (“Plan”) and attached as Appendix D to this Agreement (Evaluation Process - Non-Tenured and, Traditional Evaluation Process - Tenured) are the only portions of the Plan that are incorporated into this Agreement.
- B. **NOTICE OF EVALUATION PROCEDURES.** Teachers who will be evaluated in a given school year shall be notified as outlined in Appendix D. Effective with the District’s formal implementation of PERA, on or before the first day of student attendance, the District shall provide a written notice (either electronic or paper) that a performance evaluation will be conducted in that school term to each teacher affected or, if the affected teacher is hired after the start of the school term, then no later than 30 days after the contract is executed. The written notice shall include a copy of the rubric and other tools to be used to rate the teacher against identified standards and goals; a summary of the manner in which measures of student growth and professional practice to be used in the evaluation relate to the performance evaluation ratings of "excellent", "proficient", "needs improvement", and "unsatisfactory"; and a summary of the district's procedures for providing professional development in the event a teacher receives a "needs improvement" or remediation and in the event a teacher receives an "unsatisfactory" rating, to include evaluation tools to be used during the remediation period.
- C. **EVALUATION SCHEDULE** : The following is an overview of the evaluation processes set forth in Appendix D.

1. **(NON –TENURED TEACHERS).**

Non-tenured teachers are evaluated yearly. The evaluation is based on formal observations, informal observations and the total experience the teacher has had during the year, often things that are not observed while the administrator is sitting in a classroom observing a lesson (discipline issues, teamwork, parent issues, etc.) First year teachers have at least two formal observations a year. Second, third, and fourth year teachers have at least one formal observation a year. Effective with the District’s formal implementation of the Performance Evaluation Reform Act (“PERA”), all non-tenured teachers will be observed by a qualified evaluator at least three times per year; at least two of the observations must be formal. A meeting with the teacher is held before and after each formal observation. This entire view of the teacher comprises the summative evaluation in the spring. This summative evaluation is the yearly evaluation that is placed in the personnel file.

The continued employment of a probationary teacher is based on the summative evaluation and the recommendation of the administrator. Due to state guidelines on notification, this process must be completed at least forty-five (45) calendar days prior to the end of the school term to assure timely notice of reemployment/release.

2. **EVALUATION SCHEDULE (TENURED TEACHERS)**

Tenured teachers are evaluated at least once every two years. The evaluation is based on at least one formal observation, informal observations and the total experience the teacher has had during the two years, often things that are not observed while the administrator is sitting in a classroom observing a lesson (discipline issues, teamwork, parent issues, etc.). This entire view of the teacher comprises the summative evaluation in the spring of the second year. This summative evaluation is the evaluation that is placed in the personnel file. A tenured teacher may be evaluated yearly at the discretion of the administrator. Additionally, a tenured teacher must be evaluated in the year following the receipt of a “needs improvement” or an “unsatisfactory” summative evaluation rating.

- D. **GUIDELINES FOR CONDUCTING OBSERVATIONS.** It is agreed between the parties that the procedures set forth below establish the expectations for conducting observations. However, the parties also recognize that school emergencies, student matters, staff and administrative absences and other exigent circumstances may sometimes impact the ability of the evaluator and/or the teacher to adhere precisely to the following schedule.

1. Each formal observation shall include a pre-conference, a formal observation and a post-conference relating to the teacher's performance.
  - a. The pre-conference shall be held between one (1) and five (5) school days prior to the formal observation.
  - b. The formal observation shall be a minimum of thirty minutes in length, or greater, if required by regulation.
  - c. The evaluator will schedule a post-observation conference with the teacher, to be held within ten (10) school days of the observation, for the purpose of discussing suggestions for improving areas of weakness, ways to enhance areas of strength and to review any reports or forms related to the observation.
  - d. Within ten (10) school days of the post-observation conference, the teacher shall receive a final copy of his/her formative evaluation report.
2. If an evaluator determines that the evidence collected to date may result in a teacher receiving a "Needs Improvement" on his/her summative evaluation, then the evaluator shall notify the teacher prior to presenting a final summative evaluation and the teacher may request, in writing, an additional formal observation to be conducted before the summative evaluation is finalized. The evaluator may grant the request for such an additional formal observation at his/her discretion.
3. Additional informal observations are encouraged and may occur at any time. Evidence gathered during informal observations may be considered in determining the summative evaluation rating, so long as the evaluator provides feedback concerning said evidence to the teacher either orally or in writing (electronic or paper) and if the feedback is in a written format, the evaluator also provides the teacher with an opportunity to have an in-person discussion about the feedback.
4. The teacher shall receive his/her summative evaluation as outlined in Appendix D. The summative evaluation shall include specification as to the teacher's strengths and weaknesses, with supporting reasons for the comments made, as well as an overall summative rating.

**E. TENURED TEACHER RECEIVING A SUMMATIVE RATING OF NEEDS IMPROVEMENT**

1. Within 30 school days after the completion of a summative evaluation rating a tenured teacher "Needs Improvement," the Evaluator shall develop, in consultation with the Teacher a Professional Development Plan that will,
  - a. Take into account the Teacher's on-going professional responsibilities (including his/ her teaching assignment);
  - b. Identify the area(s) that need to be improved;
  - c. Include the expectations for improvement that are aligned to the rubric-based framework;
  - d. Include any District supports provided to address the area(s) that need improvement;
  - e. Identify the timeframe of the Plan; and
  - f. Include no less than three (3) observations, of which two (2) must be formal.
2. The time duration of the Plan will be a minimum of 30 school days and a maximum of 90 school days, with the actual duration of the Plan determined by the evaluator.
3. The evaluator will determine whether the teacher's completion of the Plan was "successful" or "unsuccessful" and shall so indicate on the Plan.
4. The teacher will be placed on the evaluation cycle for the year following the receipt of a Needs Improvement rating.

- F. In the event that the teacher feels his/her formal written evaluation of classroom teaching performance was incomplete or inaccurate, he/she may put his/her objections in writing and have them attached to the evaluation report to be placed in his/her personnel file.
- G. A teacher's personnel file shall be subject to review by the teacher upon request, save for pre-employment letters of reference.
- H. Any evaluation of a teacher shall be conducted openly and with the teacher's full knowledge.
- I. The Board is committed to the participation of teachers in the continuing development of administrative evaluation procedures. The context in which this evaluation is to be structured is to be the improvement of school climate and interpersonal relations of staff and Principal. The staff is encouraged to work with their respective administrators to develop procedures through which teachers can share their concerns regarding school administration.

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**ARTICLE XII – Pupil Discipline**

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- A. The Board and the Association agree that effective pupil control and discipline is a prerequisite to effective teaching and learning. It is agreed further that appropriate motivation of the pupil toward worthy learning activities prevents disciplinary problems and promotes self-discipline on the part of the pupil. It follows that the first responsibility of the teacher is to exercise his/her full professional competence toward the motivation of pupils into worthy learning.
- B. The Board agrees to make known to all teachers through the Superintendent the policies on student discipline. The management of these policies is delegated to the building Principal who in turn will involve teachers and other personnel in the development of specific procedures to be applied in that school.
- C. The Board recognizes that in support of teaching services there should be assistance from counselors, special area teachers, social workers, psychologists, and others. Whenever it appears that a particular pupil requires the assistance of such specialists, the Board will take reasonable steps to assist the pupil in obtaining these services. Nothing in this Section shall curtail the operation of the professional judgment of the teacher in cooperation with the specialist, nor shall the right of the child be abridged. All referrals shall be through channels designated by the administration.
- D. A teacher may use such force as is necessary to protect himself or herself from attack and to prevent injury to another student.

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**ARTICLE XIII – Academic Freedom**

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- A. The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights of the United States and the Constitution of the State of Illinois, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning and in which academic freedom for teachers and students is encouraged.
- B. Freedom of individual expression shall be encouraged. Teachers also should present alternative views of controversial issues.
- C. Academic freedom shall be guaranteed to teachers, and no arbitrary limitations shall be placed upon study, investigation, presentation, and interpretation of facts and ideas concerning, mankind, human society, the physical and biological world, and other branches of learning, except that no discussion of the District's employer/employee relationship shall occur with or in the presence of students. Concomitant with the right of the teachers to present their personal viewpoints is their obligation to identify their views as personal and to avoid the presentation of opinion as fact.

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**ARTICLE XIV – Clinical Experience**

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Any arrangement between teacher education institutions and the Board which provides for clinical experiences in the District shall include consideration of the following:

1. Conferences between the student and the supervising teacher will occur prior to beginning the clinical experience.
2. Supervising teachers shall have tenure in the District.
3. Acceptance of a student for clinical experience shall be voluntary on behalf of the supervising teacher.
4. Students participating in clinical experiences shall not be used as substitute teachers.
5. The total amount of clinical experience honoraria will be placed in a common fund to be distributed pro rata among supervising teachers by June 30<sup>th</sup> of each school year.
6. Should the scope of student teaching herein defined as clinical experiences change beyond the present practice, those changes will be isolated and studied by a joint Association/Administration committee. The charge of that committee will be to reach agreement on any new procedures required by the changes.

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**ARTICLE XV – Citizenship**

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- A. No teacher shall be denied the right to be active politically. Political rights shall include registering and voting, participating in party organizations, 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.
- B. No retribution shall be taken against a teacher because of political activity, as defined above, or political beliefs.
- C. No partisan political activity will be carried on property other than the faculty lounge unless it is covered by present Board policy or with administration approval. Any application for the use of school property for partisan political activity, or any other purpose, by the Association shall set forth the purpose of said use so that the Superintendent can determine which Board policy covers the situation.

**ARTICLE XVI – Salary and Fringe Benefits**

**A. OVERALL SALARY FOR TEACHERS**

Overall salary for the 2014-2015, 2015-2016, 2016-2017, and 2017-2018 school years will be based on a combination of the following components (also see Appendix A):

1. Base Salary (which reflects teaching experience) (Section 1);
2. Educational Recognition, if any (Section 2);
3. ISBE Endorsement Recognition, if any (Section 3);
4. National Board Certification Recognition, if any (Section 4); and/or
5. Retention Recognition, if any (Section 5).

Further, the rules to qualify for educational recognition, ISBE endorsement recognitions, and National Board Certification recognition can be found in Section 6. Additional general provisions with regards to teachers' salaries are in Section 7.

**1. Base Salary**

The first component of a teacher's overall salary is the teacher's base salary. Note that a part-time teacher's overall salary will be prorated on the basis of the teacher's full-time equivalency ("FTE") percentage.

**a. 2014-2015**

<b>Initial Placement Table based on 2013-2014 Step and September 2014 Lane</b>								
<b>Transition Level</b>	<b>BA</b>	<b>BA + 15</b>	<b>BA + 30</b>	<b>MA</b>	<b>MA + 15</b>	<b>MA + 30</b>	<b>MA + 45</b>	<b>MA + 60</b>
<b>Level 1.0a (\$50,000)</b>	Steps 1 to 3	1 to 2	1	N/A				
<b>Level 1.0b (\$53,750)</b>	4 and 5	3 and 4	2 and 3	1 and 2	N/A			
<b>Level 1.0c (\$55,000)</b>	6	5	4	3	1 and 2	1	N/A	
<b>Level 1.5 (\$57,500)</b>	7	6	5	4	3	2	1	N/A
<b>Level 2.0 (\$60,000)</b>	8 and 9	7 and 8	6 and 7	5 and 6	4 and 5	3 and 4	2 and 3	1 and 2
<b>Level 2.5 (\$62,500)</b>	10	9	8	7	6	5	4	3
<b>Level 3.0 (\$65,000)</b>	11 and 12	10 and 11	9 and 10	8 and 9	7 and 8	6 and 7	5 and 6	4 and 5
<b>Level 3.5 (\$67,500)</b>	13	12	11	10	9	8	7	6
<b>Level 4.0 (\$70,000)</b>	N/A					9 to 11	N/A	
<b>Band D (\$70,000)</b>	N/A	13	12	11 to 13	10 to 12	N/A	8 to 10	7 to 9
<b>CPI + 1% Group</b>	N/A		13	>= 14	>= 13	>= 12	>= 11	>= 10
<b>Retirement Track</b>	Any teacher who for 2014-2015 will be receiving a 6% retirement enhancement pursuant to Article XIX of the 2008-2013 Agreement							
<b>New Hires post July 2014</b>	Article XVI (G) - Initial Placement in a Band at the discretion of the Board							
<b>Band Base Salaries</b>	<b>Band A</b>	\$50,000	<b>Band B</b>	\$60,000	<b>Band C</b>	\$65,000	<b>Band D</b>	\$70,000

- Level 1.0 through Level 4.0 and Band A through Band D: A teacher's Base Salary for the 2014-2015 school year shall be based on his/her step and lane placement at the end of the 2013-2014 school year, plus educational attainment established by September 30, 2014. For example, a teacher who, at the end of the 2013-2014 school year had earned an MA degree, was at Step 6 of the 2013-2014 salary schedule, and had not completed additional hours of education before September 30, 2014, shall receive a Transition Level 2.0 Base Salary of \$60,000 for 2014-2015. However, if by September 30, 2014, the same teacher established that he/she has

successfully completed 15 additional hours of approved educational credit, he/she shall receive a Transition Level 2.5 Base Salary of \$62,500 for 2014-2015.

- CPI+1% Group: A teacher's Base Salary for 2014-2015 shall be determined by increasing his/her 2013-2014 Base Salary by 2.7% (CPI-U = 1.7%, plus an additional 1%), plus any credit for educational recognition attainment established by September 30, 2014. For example, a teacher who at the end of 2013-2014 school year had earned a MA+15 degree, was at Step 14 of the salary schedule and had not completed additional hours of education before September 30, 2014, shall receive a Base Salary of \$77,099 for 2014-2015. However, if by September 30, 2014, the same teacher establishes that he/she successfully completed 15 hours of additional educational credit, he/she shall receive a Base Salary of \$80,352 for 2014-2015.
- Retirement Track: A teacher who is participating in the 6% Retirement Enhancement set forth in Article XIX, shall receive a 6% increase over his/her 2013-2014 base salary.
- New Hires: Teachers hired on or after July 1, 2014, shall be placed in Salary Band A, B, C, or D with one or more years of credit toward vertical movement within the Salary Band, at the discretion of the Board, in accordance with Section XVI(A)(7)(g).

**b. 2015-2016**

<b>Base Salary Schedule for 2015-2016 - 1.5% Increase</b>							
<b>Transition Levels</b>	Level 1.0	Level 1.5	Level 2.0	Level 2.5	Level 3.0	Level 3.5	Level 4.0
<b>Base Salary</b>	\$55,825	\$58,363	\$60,900	\$63,438	\$65,975	\$68,513	\$71,050
<b>Salary Bands</b>	Band A		Band B		Band C		Band D
<b>Base Salary</b>	\$55,825		\$60,900		\$65,975		\$71,050
<b>CPI + 1% Group</b>	2.5% increase of 2014-2015 amount						
<b>Retirement Track</b>	Any teacher who for 2015-2016 will be receiving a 6% retirement enhancement pursuant to Article XIX of the 2008-2013 or 2014-2018 Agreements						

- Levels 1.0a, 1.0b, and 1.0c are all combined into Level 1.0 for 2015-2016. The Base Salary for 2015-2016 for Level 1.0 shall be increased 1.5% over the Level 1.0c 2014-2015 Base Salary of \$55,000.
- Level 1.5 through Level 4.0 and Band A through Band D: the Base Salary values for 2015-2016 shall be increased by 1.5% over the 2014-2015 Base Salary values.
- CPI+1% Group: A teacher's Base Salary for 2015-2016 shall be determined by increasing his/her 2014-2015 Base Salary by 2.5% (CPI-U = 1.5%, plus an additional 1%).
- Retirement Track: A teacher who is participating in the 6% Retirement Enhancement set forth in Article XIX, shall receive a 6% increase over his/her 2014-2015 base salary.
- New Hires: Teachers hired on or after July 1, 2014, shall be placed in Salary Band A, B, C, or D with one or more years of credit toward vertical movement within the Salary Band, at the discretion of the Board, in accordance with Section XVI(7)(g).

**c. 2016-2017**

The following chart is a model of two possible 2016-2017 Base Salary values reflecting a minimum of a 1.5% CPI-U increase and a maximum of a 3% CPI-U increase.

<b>Base Salary Schedule for 2016-2017 – Between 1.5% and 3.0% CPI-U Increase</b>				
<b>Transition Levels</b>	<b>Level 1.5</b>	<b>Level 2.5</b>	<b>Level 3.5</b>	<b>Level 4.0</b>
<b>Floor CPI - 1.5%</b>	\$59,238	\$64,390	\$69,541	\$72,116
<b>Ceiling CPI - 3.0%</b>	\$60,114	\$65,341	\$70,568	\$73,182
<b>Salary Bands</b>				
	<b>Band A</b>	<b>Band B</b>	<b>Band C</b>	<b>Band D</b>
<b>Floor CPI - 1.5%</b>	\$56,662	\$61,814	\$66,965	\$72,116
<b>Ceiling CPI - 3.0%</b>	\$57,500	\$62,727	\$67,954	\$73,182
<b>CPI + 1% Group</b>	CPI +1% (an increase between 2.5% and 4.0%) over the 2015-2016 base salary			
<b>Retirement Track</b>	Any teacher who for 2016-2017 will be receiving a 6% retirement enhancement pursuant to Article XIX of the 2008-2013 or 2014-2018 Agreements			

- Level 1.5 through Level 4.0 and Band A through Band D: the Base Salary values for 2016-2017 shall be determined by increasing the 2015-2016 Base Salary values by the percentage increase in the annual CPI-U (see subsection (e) for an explanation of CPI-U). Notwithstanding the annual CPI-U percentage change, the Base Salary will increase by at least 1.5% but no more than 3.0%.
- CPI+1% Group: A teacher's Base Salary for 2016-2017 shall be determined by increasing his/her 2015-2016 Base Salary by the percentage increase in the annual CPI-U, plus an additional one percent (1%). Notwithstanding the percentage increase in the annual CPI-U, the Base Salary will increase by at least 2.5%, but no more than 4.0%, which includes the added 1%.
- Retirement Track: A teacher who is participating in the 6% Retirement Enhancement set forth in Article XIX, shall receive a 6% increase over his/her 2015-2016 Base Salary.
- New Hires: Teachers hired on or after July 1, 2014, shall be placed in Salary Band A, B, C, or D with one or more years of credit toward vertical movement within the Salary Band, at the discretion of the Board, in accordance with Section XVI(7)(g).

The District shall issue the Base Salary schedule for 2016-2017 by March 31, 2015, after the relevant CPI-U information is published by the U.S. Department of Labor.

**d. 2017-2018**

- Level 1.5 through Level 4.0 and Band A through Band D: the Base Salary values for the 2017-2018 school year shall be determined by increasing the 2016-2017 Base Salary values by the percentage increase in the annual CPI-U. Notwithstanding the annual CPI-U percentage change, the Base Salary values will increase by at least 1.5% but no more than 3.0%.
- CPI+1% Group: A teacher's Base Salary for 2017-2018 shall be determined by increasing his/her 2015-2016 Base Salary by the percentage increase in the annual CPI-U, plus an additional one percent (1%). Notwithstanding the percentage increase in the annual CPI-U, the Base Salary will increase by at least 2.5%, but no more than 4.0%, which includes the added 1%.

- Retirement Track: A teacher who is participating in the 6% Retirement Enhancement set forth in Article XIX, shall receive a 6% increase over his/her 2016-2017 Base Salary.
- New Hires: Teachers hired on or after July 1, 2014, shall be placed in Salary Band A, B, C, or D with one or more years of credit toward vertical movement within the Salary Band, at the discretion of the Board, in accordance with Section XVI(7)(g).

The District shall issue the Base Salary schedule for 2017-2018 by March 31, 2016, after the relevant CPI-U information is published by the U.S. Department of Labor.

**e. Definition of CPI-U**

For the 2016-2017 and 2017-2018 school years, the increase over the prior year's Base Salary values shall be equal to the percentage attributable to the corresponding fiscal year in accordance with the Property Tax Extension Limitation Law (PTELL), commonly referred to as the "tax cap." 35 ILCS 200/18-185, *et seq.*

More specifically, the percentage increase shall be equal to the annual percentage increase in the Consumer Price Index for All Urban Consumers in the U.S. (CPI-U), as published by the U.S. Department of Labor's Bureau of Labor Statistics, two calendar years prior to the year in which taxes are actually extended (collected). This CPI-based calculation shall apply irrespective of any increase in the District's extension limitation that may occur due to the passage of a referendum. For example, the increase for the 2016-2017 school year will reflect the CPI-U for 2014 (which represents the percentage increase between December 2013 and December 2014).

**f. Vertical Movement**

For purposes of the vertical movement described in this subsection, 2014-2015 Transition Levels 1.0a, 1.0b, and 1.0c are all considered Transition Level 1.0.

Teachers who are initially placed on a whole number transition level (e.g. Transition Level 1.0) shall remain at this Transition Level for two years and will then advance to the half level (e.g. Transition Level 1.5) where they shall remain for the next two years until advancing to a Salary Band. Teachers who are initially placed at a half Transition Level (e.g. Transition Level 1.5) shall remain at such Transition Level for two years and will then advance to a Salary Band. Teachers in Salary Bands A-C shall remain within the Salary Bands for four years before advancing to the subsequent Salary Band. For example, a teacher in Salary Band B shall remain in Salary Band B for four years before advancing to Salary Band C. Such teacher shall then remain in Salary Band C for four years before advancing to Salary Band D.

As an illustration of the number of years each teacher shall remain within each Transition Level or Salary Band, see the following chart:

<b>Transition Level and Band Movement</b>			
<b>Transition Level</b>	<b>Year in Level</b>	<b>Year in Band</b>	<b>Band</b>
Level 1.0	1	1	A
	2	2	
Level 1.5	1	3	
	2	4	
Level 2.0	1	1	B
	2	2	
Level 2.5	1	3	
	2	4	
Level 3.0	1	1	C
	2	2	
Level 3.5	1	3	
	2	4	
Level 4.0	N/A*		D

One year of service, for purposes of vertical movement in a Transition Level or Salary Band is defined as at least one hundred twenty (120) days of paid service within a school year and a minimum 0.5 FTE employment status. A teacher who works less than one hundred twenty (120) days of paid service within a school year and/or less than a 0.5 FTE, shall remain on the same year in a Transition Level or Salary Band until such time as he/she qualifies for vertical movement. A teacher, who, for example, is employed at Band A, Step 1 as a 0.4 FTE, and continues to work four (4) full years as a 0.4 FTE before becoming a 1.0 FTE shall move to Band A Step 2 upon qualifying for vertical movement as a 1.0 FTE.

**g. Transition Levels Sunset**

2014-2015 Transition Levels 1.0a, 1.0b, and 1.0c will end on June 30, 2015, and all teachers within those Transition Levels will be moved to Transition Level 1.0 for 2015-2016. Transition Levels will sunset on June 30, 2018, and cease to exist. By July 1, 2018, all teachers still compensated on a Transition Level shall be moved to the appropriate Salary Band.

\*In the special circumstance of teachers at Transition Level 4.0 who have a Master's + 30, such teachers will be moved to Salary Band D and will be regarded as holding a Master's + 45 (i.e., two Masters category) on July 1, 2018.

**Note: If a teacher is participating in the Retirement Enhancement Option, he/she will be ineligible for the following forms of recognition pay (i.e., other than Base Salary) to the extent the following forms of recognition pay would cause the teacher to receive a greater than 6% increase over the prior year's creditable earnings in violation of Article XIX.B.2.b.**

**2. EDUCATIONAL RECOGNITION**

The second component of a teacher's overall salary is financial recognition for the teacher's educational preparation.

**a. Transition Level Educational Recognitions**

Only teachers placed in, and remaining, in Transition Level 1.0 through Transition Level 4.0 are eligible for the following educational recognition categories, if earned (until they move into a Salary Band, at which point Subsection (b), below will apply). Such teachers are eligible for **only one** of the following educational recognition categories:

- Category 1. Master's Degree or a Master's Degree + 15 hours; or
- Category 2. Master's Degree + 30 hours or a Master's Degree + 45 hours; or
- Category 3. Master's Degree + 60 hours.

The total educational recognition that shall be annually added to the Base Salary of a teacher in one of the above recognition categories is listed below. Note that the recognition amounts below remain the same for each year this Agreement is in effect.

	Transition Level 1.0	Transition Level 1.5	Transition Level 2.0	Transition Level 2.5	Transition Level 3.0	Transition Level 3.5	Transition Level 4.0
<b>Category 1:</b> MA OR MA+15	\$0	\$0	\$1,250	\$1,250	\$2,500	\$2,500	\$3,750
<b>Category 2:</b> MA+30 OR MA+45	N/A	\$1,250	\$2,500	\$2,500	\$3,750	\$3,750	\$5,000
<b>Category 3:</b> MA+60	N/A	N/A	\$3,750	\$3,750	\$5,000	\$5,000	\$6,250

This chart is for the purpose of illustrating the amount of educational recognition that will be added to a teacher's base salary; this chart does not illustrate horizontal movement.

**b. Salary Band Educational Recognitions**

Teachers who are paid a Base Salary through Salary Bands B-D are eligible **for all** of the following educational recognition categories, if earned:

- Category 1. Master's Degree; and
- Category 2. Second Master's Degree; and
- Category 3. Doctoral Degree.

The salary amounts added to a teacher's Base Salary for the above recognition categories are listed below. Note that the recognition amounts below remain the same for each year this Agreement is in effect.

<b>Salary Band Educational Recognitions 2014-2015 through 2017-2018</b>			
Band	Category 1: MA	Category 2: 2nd MA/MA+45*	Category 3: Doctorate
<b>A</b>	\$0	\$0	\$0
<b>B</b>	\$1,250	\$1,250	\$2,500
<b>C</b>	\$2,500	\$2,500	\$5,000
<b>D</b>	\$3,750	\$3,750	\$7,500

Teachers in a Salary Band shall be paid for each of the educational recognition categories earned. For example, if a teacher in Salary Band B has two Masters' Degrees, such teacher's educational recognitions will equal \$2,500 because \$1,250 (MA) + \$1,250 (2<sup>nd</sup> MA)=\$2,500. However, the teacher will only be paid for a maximum of one of each of the various educational recognition categories. For example, a teacher in Salary Band B with two doctoral degrees shall only be paid \$2,500 total for the doctoral degree educational recognition category.

\*Only those teachers hired prior to the ratification of this Agreement who attain a Master's degree + 45 additional approved credit hours shall be regarded as holding two Master's degrees. Teachers hired after ratification must hold two Masters' degrees to receive the Category 2 2<sup>nd</sup> Master's degree educational recognition.

**c. Initial Educational Recognition Placement**

A teacher's placement on a Transition Level or Salary Band on the Initial Placement Table shall be based upon educational coursework already recognized by the District as of the end of the 2013-2014 school year, as well as upon completed, pre-approved coursework submitted to the Senior Director of Human Resources by September 30, 2014.

The Base Salary paid to teachers who are initially placed in the CPI +1% Group (or who move into the CPI +1% Group by January 15, 2016) includes educational recognition. Consequently, the future CPI-U based salary increases paid to teachers in the Group will include increases on the "embedded" educational recognition and there shall be no other educational recognition paid to such teachers. The Base Salary paid to teachers in the Retirement Track includes educational recognition "embedded" and there shall be no other educational recognition paid to such teachers.

**d. Up to 9 Additional Hours by January 15, 2016**

Additionally, a teacher may request to modify his/her placement, based upon the Initial Placement Table, under the following conditions:

- i. the teacher earns, and submits proof of completion, of up to nine (9) pre-approved semester (or equivalent) hours by January 15, 2016; and
- ii. as of September 30, 2014, the teacher was within nine (9) credit hours of being placed in a subsequent Transition Level\*, the CPI + 1% Group\*\*, or the within the CPI+1% Group at a new lane\*\*\* (i.e. the teacher was one cell removed from the subsequent Transition Level, one salary lane cell removed from the CPI + 1% Group, or would started the CPI+1% at a different salary, based upon the Guide to Initial Placement in Appendix B).

\*A teacher who moves to the subsequent Transition Level under this subsection shall be considered equivalent to a comparable teacher who was initially placed in that Transition Level for the 2014-2015 school term. Accordingly, after moving, the teacher shall receive the same Base Salary as, and shall be regarded as having the same number of years in the subsequent Transition Level as, the comparable teacher. However, the increase in overall salary resulting from recognition of up to nine (9) additional hours shall be paid to the teacher on a prospective basis only.

\*\*Teachers who are eligible to move from Transition Level 4 or Salary Band D to the CPI + 1% Group, and who do so mid-year, shall receive a salary adjustment (i.e., the difference between the percentage of salary increase they received and the percentage of salary increase received by the CPI +1% Group) on a prospective basis only.

\*\*\*Teachers who are already in the CPI+1% Group, but with up to 9 additional hours would have been placed in that group with a higher base salary, shall receive a salary adjustment (i.e. the difference between the salary they received and the difference of the salary they would have received at the higher initial placement) on a prospective basis only.

Any increase in overall salary based on a new educational recognition shall be paid in accordance with the timelines for changes to salary outlined in Section 6(g).

***e. Future Education Recognition for Movement to Salary Bands***

Except for those teachers who qualify for movement by January 15, 2016 (see 2(b) above), there shall be no additional educational recognition granted to a teacher so long as the teacher is within a Transition Level or CPI+1% Group. However, if at any time, after earning qualifying additional education or National Board Certification, a teacher wishes to request consideration to move to the Salary Band equivalent for his/her level (e.g., movement from Transition Level 2.0 or Transition Level 2.5 to Band B), he/she must submit a written request for review to the Senior Director of Human Resources to determine whether it would be to his/her financial advantage to be placed in the equivalent Salary Band.

If the teacher does move to the Salary Band under such circumstances, the teacher will be given credit for the number of years spent in the Transition Level to reflect the number of years to the next Salary Band.

Example:

- Year 1- 2014-2015: the teacher starts at Transition Level 2.0.
- Year 2- 2015-2016: the teacher remains at Transition Level 2.0.
- Year 3- 2016-2017: the teacher shall move to Transition Level 2.5.
- Year 4- 2017-2018: the teacher would remain in Transition Level 2.5, except that at the beginning of this year, the teacher requests and is approved to move to Salary Band B based on certain recognitions. The teacher shall be considered to be in Year 4 of Salary Band B during this year.
- Year 5- 2018-2019; the teacher shall move to Salary Band C.

If an individual in the CPI + 1% Group elects to move into Salary Band D (e.g. due to attainment of National Board Certification), he/she shall not have the right return to the CPI + 1% Group.

**3. ISBE ENDORSEMENT RECOGNITION**

The third component of a teacher's overall salary includes financial recognition for additional ISBE endorsements earned after July 1, 2014.

For purposes of this Section, teachers who earn an Illinois State Board of Education pre-approved endorsement ("ISBE endorsement recognition") after July 1, 2014, shall receive \$500 annually for each additional pre-approved endorsement earned, up to a maximum of two such ISBE endorsements (totaling \$1000 annually) earned during the term of this Agreement. However, only one of the two eligible ISBE endorsements may be based, in any part, upon coursework completed prior to July 1, 2014. This means that a teacher may only receive up to one ISBE endorsement recognition (\$500) for an ISBE endorsement earned on the basis of any coursework completed prior to July 1, 2014. The second ISBE endorsement recognition (\$500) must be based upon coursework completed after July 1, 2014.

All teachers are eligible for the ISBE endorsement recognition.

#### **4. NATIONAL BOARD CERTIFICATION RECOGNITION**

The fourth component of a teacher's overall salary includes financial recognition for National Board Certification, issued by the National Board for Professional Teaching Standards.

The financial recognition in addition to a teacher's Base Salary for the National Board Certification recognition category is \$10,000 per year.

National Board Certification recognition pay is available to all teachers.

#### **5. RETENTION RECOGNITION**

The fifth component of a teacher's overall salary includes financial recognition for retained service in Oak Park District 97.

All teachers are eligible to receive retention recognition after they have completed 12 years of continuous service as a permanent District 97 employee. The teacher's first school year of employment must have commenced by January 1 to count as a year of service.

For each year of service over twelve (12) years, the teacher will receive an additional \$100 in overall salary. For example, in a teacher's 22<sup>nd</sup> year of service for the District, the teacher will be paid a \$1000 retention recognition because  $(22-12)*\$100=\$1000$ . The following year, in the teacher's 23<sup>rd</sup> year of service, the teacher would be paid an \$1100 retention recognition because  $(23-12)*\$100=\$1100$ .

The retention recognition for any teacher who works less than 1.0 FTE shall be prorated based on the teacher's FTE percentage in the year the retention recognition is granted.

#### **6. PARAMETERS FOR EDUCATIONAL, ISBE ENDORSEMENT, AND NATIONAL BOARD CERTIFICATION RECOGNITIONS AND TUITION REIMBURSEMENT**

- a. The District will reimburse teachers for the cost of tuition for pre-approved coursework toward educational recognitions, ISBE endorsement recognitions, and required fees or costs associated with attaining National Board Certification recognition, up to a maximum of \$2000 annually. Social workers, speech/language pathologists, psychologists, occupational therapists, physical therapists, and school nurses shall be eligible to use the annual maximum \$2000 in tuition reimbursement for preapproved workshops in addition to preapproved coursework. To qualify for reimbursement, coursework must be completed before the first day of the next school year and a transcript or grade report must be submitted within six (6) months of completion of the course(s).
- b. All courses taken for educational recognition, ISBE endorsement recognition, and National Board Certification recognition and/or tuition reimbursement shall be submitted to the Senior Director of Human Resources in advance of enrollment for administrative approval. If the Senior Director of Human Resources denies approval for the course to be used for educational recognition, ISBE endorsement recognition, National Board Certification recognition, and/or tuition reimbursement, then upon written request of the teacher, the matter shall be reviewed by the Coursework Appeal Committee. The Coursework Appeal Committee shall consist of two members of the OPTA, the Senior Director of Human Resources, and two District 97 Directors of Academic Studies. The two members of the OPTA who serve on the committee will not be compensated for their service on the committee.
- c. The teacher must receive a grade of "B" or better to apply for educational recognition, ISBE endorsement recognition, and/or tuition reimbursement. If "pass/fail" is the only grading option available for a particular course, then "pass" will be acceptable.
- d. Teachers will be limited to nine (9) hours of coursework per semester during the school year for educational recognition, ISBE endorsement recognition, and/or tuition reimbursement. An exception to the nine (9) hour course limit may be made by the Senior Director of Human Resources for special circumstances, such as cohort program requirements.
- e. Credit for preparation shall be granted on the basis of official transcripts certified by a recognized official of the college or university. It is the responsibility of the teacher to submit transcripts and to keep such records up to date. As a general rule, work in colleges and universities which are fully

credited by the North Central Association of Secondary Schools and Colleges (or comparable regional accrediting agency), and/or fully credited by the state universities of Illinois will be accepted, provided the preparation is related to work in the pre-K through 8<sup>th</sup> grade public schools. For psychologists, occupational therapists, physical therapists, speech language pathologists, social workers, and school nurses, each fifteen (15) hours of preapproved CEU certified experience earned while such teacher was employed by District 97, are equivalent to one semester hour for the purposes of educational recognition. This formula for defining credit was effective with the start of the 2005-2008 contract and will not be retroactive for CEU's previously earned.

- f. For purposes of educational recognition, a master's degree will be considered to equal 30 semester hours. For teachers hired prior to ratification of this contract, any master's degree which requires more than thirty (30) hours, the additional hours beyond thirty (30) will be credited toward the Masters' + 45 educational recognition category in the Salary Bands. For teachers hired prior to ratification of this contract, credit for coursework taken after receiving a Bachelor's degree, but not accepted in fulfillment of requirements for a Master's degree will be accepted for credit as coursework earned beyond a Master's degree toward the MA + 45 educational recognition category if it is graduate credit, is earned while the teacher is employed by District 97, and is otherwise in compliance with the above educational recognition, ISBE endorsement recognitions, and National Board Certification recognition preapproval requirements.
- g. To validate eligibility for such transfer, official transcripts certifying the completion of this education and an "Educational Recognition, ISBE Endorsement Recognition, or National Board Certification Recognition Request" form must be submitted by the teacher to the Senior Director of Human Resources no later than September 15<sup>th</sup> for retroactive pay to the first work day of the current school year or January 15<sup>th</sup> for retroactive pay to the first work day after winter break of the current school year. The Senior Director of Human Resources, via E-mail and/or interoffice mail, within two weeks of the September and January deadlines will give notice of any discrepancies or missing information. Unless all discrepancies and/or missing information can be corrected by October 15 or February 15, the recognition change will not be considered until the next submission date.

## **7. GENERAL PROVISIONS**

- a. Included in the Gross Creditable Earnings will be the required employee contribution that will be deducted by the Board for pension purposes in the Illinois Teacher Retirement System ("TRS") or the Illinois Municipal Retirement Fund as required by law.
- c. Teachers who, as of the 2013-2014 school year, received a longevity stipend pursuant to Article XVI.A.1.f of the 2008-2013 Agreement shall continue to have the same percentage (i.e., the percentage of the Board's contribution of the teacher's TRS contribution in effect on September 1, 2014) of their TRS contribution paid by the Board to TRS until such time as the teacher retires or otherwise leaves employment with the District. Said teachers shall not be eligible for any increase in the percentage of the Board's contribution of the employee's TRS contribution. Any teacher who did not receive this benefit as of the 2013-2014 school year shall not be eligible to receive such a benefit in the future. Additionally, if a teacher is receiving such a "grandfathered" longevity benefit, he/she shall not be eligible for retention recognition.
- d. Initial placement on the salary schedule for experience outside District 97 shall be at the discretion of the Board, providing that it does not exceed the teacher's actual experience.
- e. In the event of exceptional performance, the OPTA may annually recommend to the Superintendent that a teacher be granted an additional year of credit in a Transition Level or Salary Band, subject to the approval of the Board. This is intended to relate to individual cases and in no way should be related to yearly staff merit rating.
- f. Any teacher who receives an Unsatisfactory Summative Evaluation Rating for a given school year shall not receive an increase in salary for the next school year until the teacher completes his/her remediation plan with a summative rating of proficient or excellent. Upon such completion, the teacher's pay shall increase in accordance with the Base Salary charts in Section 1, above, and the teacher shall retroactively receive any missed increased compensation for the school year resulting from the Unsatisfactory rating.
- g. Any teacher who receives a Needs Improvement Summative Evaluation Rating for a given school year shall receive half of the increased salary for the next school year until the teacher successfully completes his/her professional development plan by the deadline established in said plan. Upon

such completion, the teacher's pay shall increase in accordance with the base salary charts above and the teacher shall retroactively receive any missed increased compensation for the school year resulting from the Needs Improvement rating.

In the event the teacher has not been notified whether he/she has successfully completed the professional development plan within 150 school days of his/her last summative evaluation rating, the teacher shall make a written request to the Senior Director of Human Resources that his/her increased compensation be paid.

h. Life Long Learning

1. Teachers who have utilized University 97 coursework and/or courses completed under the "Lifelong Learning" section of the 2008-2013 Agreement for purposes of movement on the salary schedule may continue to use those hours earned prior to December 31, 2014. However, no additional courses started after January 1, 2015 shall count towards movement for educational recognitions or for movement in the Transition Levels or Salary Bands.
2. Teachers who receive pay for participation in a workshop, training program, course, or service activity are not eligible to also receive credit equivalency credit toward educational recognition advancement.

i. Occupational therapists and physical therapists employed by the District shall be placed on the Transition Level or Salary Band commensurate with their education and experience.

**B. FRINGE BENEFITS**

1. The Board shall provide term life insurance for each full-time teacher in an amount equal to the teacher's annual salary, to a maximum of \$50,000, provided, however, that for teachers aged 65 and older, the amount of the life insurance benefit may be reduced as set forth in the carrier's policy.
2. The Board shall offer single and dependent health insurance options.

For the 2014-15 plan year, the Board shall contribute an amount equal to the single HMO annual premium for teachers who elect single coverage and an amount equal to sixty percent (60%) of the family HMO annual premium for teachers who elect dependent coverage in any Board-offered plan.

Beginning with the 2015-16 plan year, the Board shall contribute at least the following annual amounts toward the health insurance premiums for any teacher who elects coverage in any Board-offered health insurance plan:

\$ 7,100 for teachers who select single coverage; and  
 \$12,700 for teachers who elect dependent coverage.

For each plan year after 2015-16, the Board shall pay one hundred percent (100%) of the first seven percent (7%) of any annual premium increase in any Board-offered health insurance plan, provided the annual premium exceeds \$7,100 for single coverage and \$12,700 for dependent coverage. Any annual premium increase in excess of seven percent (7%) shall be split equally between the Board and the teacher. There shall be no carryover in the event any annual premium increase is less than seven percent (7%). If the Board's contribution would exceed the actual premium expense for a given plan, the Board will credit the excess to its insurance reserve.

Examples:

<u>Plan</u>	<u>Annual Premium</u> <u>2015-16</u>	<u>Annual Premium</u> <u>2016-17</u>	<u>Difference \$/%</u>
A	\$8,100	\$8,991	\$891/11%

The Board pays 100% of the first 7% increase, or \$567  
 The Board and the teacher split the remaining \$324, with each paying \$162  
 The Board's 2016-17 premium contribution for Plan A: \$7,100+\$567+\$162 = \$7,829  
 \$7,829 becomes the new base from which the 2017-18 Board contribution level will be established.

<u>Plan</u>	<u>Annual Premium</u> <u>2016-17</u>	<u>Annual Premium</u> <u>2017-18</u>	<u>Difference \$/%</u>
A	\$8,991	\$9,491	\$500/5.56%

The Board pays 100% of the first 7% increase, or \$500  
 The Board's 2017-18 premium contribution for Plan A:  $\$7,829 + \$500 = \$8,329$

<u>Plan</u>	<u>Annual Premium</u> <u>2015-2016</u>	<u>Annual Premium</u> <u>2016-2017</u>	<u>Difference \$/%</u>
B	\$9,125	\$9,490	\$365/4%

The Board pays 100% of the first 7% increase, or \$365  
 The Board's 2016-17 premium contribution for Plan B:  $\$7,100 + \$365 = \$7,465$   
 \$7,465 becomes the new base from which the 2017-18 Board contribution level will be established.

<u>Plan</u>	<u>Annual Premium</u> <u>2016-2017</u>	<u>Annual Premium</u> <u>2017-2018</u>	<u>Difference \$/%</u>
B	\$9,490	\$9,200	(\$290)/(3.15%)

The Board's 2017-18 premium contribution for Plan B remains at: \$7,465

<u>Plan</u>	<u>Annual Premium</u> <u>2015-2016</u>	<u>Annual Premium</u> <u>2016-2017</u>	<u>Difference \$/%</u>
C	\$6,500	\$7,000	\$500/7.695%

The Board's 2016-17 premium contribution for Plan C remains at: \$7,100\*  
 \*The Board's annual contribution is already higher than the actual premium.

<u>Plan</u>	<u>Annual Premium</u> <u>2016-2017</u>	<u>Annual Premium</u> <u>2017-2018</u>	<u>Difference \$/%</u>
C	\$7,000	\$7,800	\$800/11.43%

The Board pays 100% of the first 7% increase, or \$490  
 The Board and the teacher split the remaining \$310, with each paying \$155\*  
 The Board's 2016-17 premium contribution for Plan C:  $\$7,100 + \$490 + \$155 = \$7,745$   
 \*The teacher shall only pay \$55 of the split because the Board's minimum contribution had not yet been met.  
 \$7,745 becomes the new base from which the 2017-18 Board contribution level will be established.

3. The Board shall offer dependent dental insurance options.

The Board shall contribute an amount equal to the single HMO annual premium for teachers who elect single coverage and an amount equal to sixty percent (60%) of the family HMO annual premium for teachers who elect family coverage or Employee + 1 coverage.

4. A joint employee/Board benefits committee will submit recommendations to the Board for approval.
5. Domestic partners are eligible for health and dental insurance coverage.
6. The Board's contributions shall be pro-rated for any partial year and part-time employment.
7. The Board will contribute a minimum of \$500 annually to the Health Savings Account of each teacher who enrolls in the High Deductible Health Plan offered by the District, in accordance with the District's procedure for such contribution, the Health Savings Account plan documents, and applicable law.
8. The Board will offer a pre-tax, Section 125 Flexible Benefits Plan to shelter eligible medical expenses; eligible dependent/child care expenses; and health, dental and life insurance premiums for participation in eligible District-sponsored group plans, consistent with the Internal Revenue Code Section 125 and its governing regulations. Teachers will be responsible for the cost of participation in this plan.

**C. SICK LEAVE BANK**

The Board and Association agree that for the duration of this Agreement the sick leave bank for teachers shall be continued. The Board shall annually contribute sufficient days to the bank so that its balance at the

beginning of each school year is equal to the number of teachers (FTE) in the bargaining unit. Any teacher who has been employed by the district for one full year shall be entitled to draw from the bank, provided that:

1. The teacher has used all of his/her accumulated sick leave.
2. The teacher is personally ill, or a doctor certifies that the teacher's attendance is necessary during the illness of a member of the immediate family as defined in the School Code of Illinois.
3. The teacher submits a doctor's certificate substantiating the need.

If a teacher returns to work after five (5) or more consecutive days of illness covered at least in part by the sick leave bank, and then has further absences during the same school year related to the same condition, these absences will also be covered by the sick leave bank. A teacher shall be eligible for one (1) day of sick leave bank coverage for each day of accumulated sick leave at the time the teacher first becomes ill or a doctor's certificate substantiating the need to attend a family member is first submitted. In any event, a minimum of twenty (20) days and a maximum of sixty (60) days may be used by any full-time teacher for any illness. Such days of absence need not be contiguous. Sick leave benefits for part-time teachers will be pro-rated accordingly. A committee will be established to act as the governing body for the administration of the sick leave bank. The committee shall consist of three (3) teachers named by the Association and two (2) administrators named by the Superintendent. Any teacher may appeal questions relating to application or interpretation of these guidelines to the Sick Leave Bank committee. Such appeal should be in writing to the committee within thirty (30) days of the occurrence giving rise to the question. The committee shall, within five (5) days, meet with such teacher to discuss the question and, within five (5) days thereafter, issue to the teacher a written determination on the question. All records regarding the use of the sick leave bank shall be accessible to the committee.

The Sick Bank Committee will establish guidelines that allow a certified staff member to donate his/her own sick days in hardship cases.

**D. TRAVEL REIMBURSEMENT**

All teachers assigned to more than one school building shall be reimbursed for travel to each additional building, and for any additional work-related travel approved by the Superintendent, at the federal rate in effect at the time such travel occurs. Reimbursement shall occur on a monthly basis following the teacher's submission of District travel reimbursement forms.

**E. PAYROLL SCHEDULE OPTIONS**

The Board agrees to establish a twenty-six (26) payment payroll schedule with salary checks issued every other Friday. Payout of the balance of summer checks for teachers will be made the last salary payment in June. When a payday falls during a holiday, every effort will be made to deliver checks to each building on the last school day before the holiday begins.

**F. LICENSE RENEWAL**

The Director of Human Resources will annually notify those teachers who are up for license renewal in the current year and establish a deadline for the affected teachers to submit the completed forms online with ISBE. The teacher will be reimbursed by the District after submitting proof of completion of the renewal process.

If there is a change in the State of Illinois process for license renewal the District will notify all licensed staff via District email of the changes.

**H. MATCHING (NON-ELECTIVE) 403(B) CONTRIBUTIONS**

Effective with the first pay date in April 2015, the Board shall make a matching contribution to each eligible teacher's 403(b) account. To be considered eligible to receive an annual matching contribution, a teacher must establish a 403(b) account and make personal contributions during the Plan Year. The Board will match, at a rate of 50%, the teacher's first 4% of elective personal contributions (i.e., the Board will contribute a maximum of 2%). Any matching contribution made to an eligible teacher's 403(b) account shall be made by the Board in accordance with the 403(b) Plan Document and applicable law. All matching contributions will be made to the extent allowed by the Board's 403(b) Plan and applicable law. The Board may reduce or withhold entirely its matching contribution from the 403(b) account of any teacher who is also receiving a retirement enhancement from the Board, if the matching contribution, when combined with the

retirement enhancement, and any other creditable earnings received by the teacher, would result in the teacher receiving a greater than 6% increase over his/her prior year's creditable earnings.

Example - if a teacher who earns \$60,000 contributes:	The Board will contribute:
1%/\$600	0.5%/\$300
2%/\$1,200	1%/\$600
3%/\$1,800	1.5%/\$900
4%/\$2,400	2%/\$1,200
5%/\$3,000	2%/\$1,200

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**ARTICLE XVII – Leaves**

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**A. PAID LEAVES**

1. Effective at the start of the 2015-2016 school year, each full-time teacher shall be entitled to a total of thirteen (13) sick leave days with full pay per school year. However, a teacher shall be eligible to receive more than thirteen (13) sick leave days at the start of a school year provided he/she meets the following service and accumulated sick leave day requirements:

<u>Years of Completed Service to the District/ Number of Sick Leave Days Accumulated in the District at the end of the previous school year</u>	<u>Normal Annual Sick Leave Allotment at the start of the following school year</u>
At least 4 years completed and between 50-109 days	15
At least 11 years completed and between 110-189 days	17
At least 18 years completed and between 190-279 days	19
At least 25 years completed and at least 280 days	21

Examples

A teacher with 15 years of completed service who has:  
 95 sick leave days at the end of the previous school year will receive 15 sick leave days at the start of the following school year;  
 175 sick leave days at the end of the previous school year will receive 17 sick leave days at the start of the following school year;  
 195 sick leave days at the end of the previous school year will receive 17 leave days at the start of the following school year;

- a. Sick Leave – The teacher may use all or any portion of sick leave for his/her own illness or disability which shall include all disabilities caused or contributed to by pregnancy, miscarriage, abortion, child birth and recovery therefrom, as well as adoption and placement for adoption.

For purposes of this section, “birth” shall be interpreted to include not merely child birth, but also disabilities related to child birth. “Adoption” and “placement for adoption” shall include only those activities reasonably related and essential to the process for adoption or placement for adoption, including travel time where necessary. Child-rearing leaves shall be available in accordance with the terms of Section C.4 of this Article and/or provisions of the District’s Family and Medical Leave Policy.

- b. Illness or Death in the Immediate Family – The teacher may use sick leave for illness or death in the immediate family. Immediate family shall be interpreted as husband, wife, son, daughter, father, mother, brother, sister, grandparents, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchildren, domestic partner and legal guardians.

- c. Bereavement Leave – Three days of bereavement leave shall be granted to any teacher without deduction from available sick or personal leave when there has been a death in the immediate family as defined in A.1.b. Any additional days of absence, which may be needed, will be counted as sick leave.
- d. Personal Reasons – A teacher may use up to four (4) days of sick leave per year for personal business that cannot be scheduled on non-school days. Whenever possible, teachers should not schedule personal leave days on Fridays or in the months of December or May. Substitutes are often less available at those times. Teachers should notify their principals five (5) working days before taking a personal leave day; allowance will be made for emergency situations.  
  
Personal leave days may not be used immediately before or immediately after a vacation or holiday, or the first of last week of the school term unless approved by the Superintendent; reasons for requesting such leave must be in writing.
- e. Religious Leave – Teachers who have a religious observance on a regular workday may take the day as leave without charge to allotted sick days.
- f. Professional Leave – Teachers may request professional leave days to attend workshops/conferences or participate in other experiences that will enhance their teaching effectiveness. Such requests must be approved in advance by the principal, appropriate director or superintendent. Professional days will not be charged to the allotted leave days.

Institute Days – Attendance is required at all district institute days. Leave for all personal reasons will not be approved for such days. Allowance may be made for emergency use of these days by the appropriate director or superintendent.

- 2. Leave for exchange teaching, foreign or within the country, may be granted to a teacher on tenure upon written application to the Board. In such cases, each teacher shall be paid his/her regular salary from his/her home board of education.
- 3. Bargaining unit members who have been employed for six (6) consecutive years by the Board may be granted a sabbatical leave for professional improvement of up to one (1) year. It is agreed that professional improvement includes, but is not limited to, attending a college, university, or other educational institution, or travel which will improve the teacher's ability to provide educational service. During said sabbatical leave the teacher will be paid in accordance with the provisions of Section 24-6.1 of the School Code.

**B. FAMILY AND MEDICAL LEAVE ACT**

A teacher who has been in the district at least one year and who has worked at least 1,250 hours in the preceding (12) twelve month period is eligible for up to twelve (12) work weeks of leave within any rolling twelve (12) month period measured backward from the date an employee uses any FMLA leave. A written request for leave must be submitted to the Senior Director of Human Resources at least thirty (30) days prior to the beginning of the planned absence or, in the case of emergencies, as soon as practicable.

A second year teacher shall use FMLA in conjunction with accumulated sick leave, and the total number of days used shall not exceed twelve (12) work weeks of leave.

A third or fourth year teacher who gives the Senior Director of Human Resources prior, irrevocable notice in writing of the teacher's return-to-work date, unless such leave is not foreseeable, may use paid sick leave prior to beginning unpaid FMLA leave. If prior notice is not given, accumulated sick leave will run concurrent with any FMLA leave time. A third or fourth year teacher may also combine an unpaid family leave (Section C.4. below) with sick leave and/or FMLA leave for the balance of the same school year in which the leave commences if prior written notice as specified above is given at the time the teacher applies for the leave.

Tenured teachers may exercise one of two options:

- 1. The teacher may use available paid leave first; OR
- 2. If the teacher wishes to use the FMLA leave first, a written request for unpaid leave must be submitted to the Senior Director of Human Resources at least thirty (30) days prior to the beginning

of the planned absence, or in the case of emergencies, as soon as practicable. If unpaid leave is requested, employees will be eligible under the FMLA for up to twelve (12) weeks of leave within any rolling twelve (12) month period measured backward from the date an employee uses any FMLA leave. A qualifying teacher is not required to use paid leave first, and unpaid FMLA leave will not run concurrently with paid leave.

C. **UNPAID LEAVES**

1. Leaves of absence may be granted by the Board upon written application.
2. A leave of absence of up to two (2) years may be granted to any tenured teacher upon application to the Board for, including but not limited to, participating in foreign, government-sponsored, or military teaching programs or the Peace Corps as a full-time participant, or cultural travel or work programs related to the teacher's professional responsibilities, or serving as a consultant or director of a teacher center.
3. A leave of absence of up to two (2) years may be granted to any tenured teacher upon application to the Board for the purpose of engaging in study at an accredited college or university in a program reasonably related to the teacher's professional responsibilities in the District.

D. **UNPAID FAMILY LEAVE**

A leave of absence shall be granted upon application to the Board to eligible teachers for the purpose of child rearing contiguous with the birth or adoption of a child, provided that the teacher gives the Senior Director of Human Resources prior, irrevocable notice in writing of the teacher's return-to-work date at the time the teacher applies for the leave. Such leave shall commence upon the request of the teacher and shall terminate in accordance with the following timelines:

1. For third and fourth year teachers: No later than the end of the same school year in which the leave commences, even if combined with other available leaves (e.g. sick leave; FMLA)

An unpaid family leave shall not constitute a break in the teacher's service for the purpose of calculating seniority; however, the teacher shall not accrue any additional teaching service while on a leave of more than thirty (30) days.

2. For tenured teachers: No later than the end of the second school year after the date on which the leave commences.

For the duration of the leave, the Board will continue to pay its contribution of the teacher's health insurance on behalf of the teacher, unless the employee refuses such payment.

E. **SPECIAL CIRCUMSTANCES LEAVE COMMITTEE**

Teachers who are not otherwise entitled to take certain unpaid leaves may submit a written request that they be allowed to take such a leave to the Special Circumstances Leave Committee, which shall be composed of three (3) administrators to be designated by the Superintendent and two (2) OPTA representatives. The Committee shall make recommendations regarding such leave requests to the Board of Education, which shall make a final decision regarding approval or denial of the request.

F. **GENERAL PROVISIONS**

1. Seniority shall be retained during any authorized leave of absence but shall not be accumulated during any such period of absence of more than thirty (30) days beginning with the 1978-79 school year.
2. Upon return from leave, a teacher shall be placed at the same step on the salary schedule as he/she had when the teacher commenced the leave, without advancement for the time spent on the leave. A teacher who has had one hundred twenty or more days of paid service, in the school year immediately preceding a leave, will advance one (1) step on the salary schedule upon return. (See Salary and Fringe Benefits, Article XVI, A.1.c.).
3. Written notice of a teacher's intent to return from a leave must be submitted to the Superintendent by January 31<sup>st</sup> in order to retain a position for the next school year. Upon returning from a leave, a

teacher also will be restored to a position substantially equivalent to that in which the teacher was employed prior to the leave, if such a position is available.

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### ARTICLE XVIII – Staff Reduction

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If the Board in its discretion shall determine that it is necessary to reduce the number of certified staff members employed or to discontinue any program, the Board shall remove teachers from within the category of position to be reduced or discontinued, 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 (*i.e.*, 1-4); 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 shall have the discretion to honorably dismiss in any sequence. Within Group 2, the sequence of dismissal shall be based upon the average performance evaluation ratings, with the teacher with the lowest average performance rating dismissed first. In the event two or more teachers in Group 2 have an identical average evaluation rating, the teacher with the shorter length of service (*i.e.*, less seniority) shall be honorably dismissed first. Within Groups 3 and 4, the teachers with the shorter length of service (*i.e.*, less seniority) shall be honorably dismissed first.

1. As used herein, "length of service" shall mean the period of continuous service as a teacher (or administrator) in the District, as defined in Article XVII, Section D (1), of this Agreement. Additionally, tenured teachers who have served in the District part-time, shall receive seniority for their part-time service on a pro-rata basis.
2. Teachers honorably dismissed from Groups 3 and 4 shall retain the right to be recalled to work\* in the District for a period of fifteen (15) calendar months from the effective date of their dismissal. Such teachers will be recalled in reverse order of their dismissal and shall be offered reemployment prior to the Board's hiring new teachers. Teachers will remain on the recall list for fifteen (15) calendar months unless they request to be removed. Teachers who fail to respond to a notice of recall within five (5) business days will lose their right to recall at that time, but shall continue to be eligible for recall during the aforementioned fifteen (15) months. Teachers who decline a notice of recall will remain eligible for recall during the aforementioned fifteen (15) months. Teachers honorably dismissed from Group 2 shall retain the right to be recalled to work in the District until February 1st of the following school year, provided the teacher has been placed in Group 2 due to one "needs improvement" rating on either of the teacher's last two summative evaluation ratings, and if two ratings are available the other summative evaluation rating is "proficient" or "excellent." (\*The teacher must be qualified to hold the position, based upon legal qualifications and any other qualifications established in a district job description, on or before the May 10 prior to the date of the position becoming available.)
3. If more than one teacher is dismissed or recalled on the same date and both have the same length of service, the teachers shall be dismissed or recalled in order of: (1) the date the teachers signed their contracts; (2) then their total teaching experience; (3) followed by their total hours or educational preparation as credited on the salary schedule; and (4) finally by a coin flip.
4. The Board may honorably dismiss a teacher with greater length of service before dismissing a teacher with lesser service, or may recall a teacher with lesser service before recalling a teacher with greater service, provided the administration can demonstrate that such teacher has unique qualifications that are necessary to meet academic and related program needs of the District. All teachers retained or recalled to work must be legally qualified to perform the available work.

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## ARTICLE XIX – Retirement

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The Board hereby offers Supplemental Early Retirement Plans for all certified staff members of the District in combination with the Illinois Teachers' Retirement System.

**Pursuant to the eligibility requirements below, certified staff members may choose the Early Retirement Option, the Retirement Enhancement Option, or the Post-Retirement Severance Option, but may not combine any of those options.**

### RETIREMENT OPTIONS

- A. **EARLY RETIREMENT OPTION**: For Staff members for whom the provisions of state law allow an early retirement option without a discounted annuity, the following shall be applicable:

#### Eligibility

To be eligible for the District's approval to participate in the Early Retirement without Discount Option, a certified staff member must have completed at least ten (10) years of employment in the District immediately preceding retirement, must qualify in all respects with the provisions of state law allowing a certified teacher to retire prior to age 60 without a discounted annuity by June 30<sup>th</sup> of the retirement year, and must notify the Superintendent in writing of his/her intention to participate between the February 1<sup>st</sup> and February 28<sup>th</sup> of his/her last full year of employment. Leaves of absence will not count as a part of the 10-year requirement nor will they create an interruption in the 10-year requirement. To be eligible, the affected staff member must retire by said June 30. The Board and the Association agree that the Board shall annually limit approval to participate to two percent (2%) of the pool of those teachers who are both age and service eligible to retire under the Early Retirement without Discount Option by said June 30, on a first come, first served basis. The Association also agrees that the Board may exceed this limit in its sole discretion and that the grant or approval of any request to exceed the limit shall be considered non-precedential and non-grievable. In the event multiple notifications are received on the same date\* and exceed the 2% limit, participation shall be determined by lottery. Any teacher whose participation is approved shall be responsible for paying one hundred percent (100%) of the employee contribution required by the Illinois Teachers' Retirement System to participate. \*Regardless of the time of submission, if multiple notifications are received on the same date, they shall be regarded as having been submitted simultaneously.

- B. **RETIREMENT ENHANCEMENT OPTION**: Note: This Retirement Enhancement Option shall sunset. The final date on which a teacher may elect to participate is February 28, 2016, and the final date on which a participating teacher may elect to retire is the last employment day of the 2019-2020 school year.

1. Eligibility Requirements: Teachers who meet all of the eligibility requirements in Paragraph 1 are eligible to receive the retirement enhancements in accordance with Paragraph 2 of this Section.
  - a. The teacher must have been employed in the District for at least ten (10) years immediately preceding his/her retirement. Leaves of absence will not count as a part of the 10-year requirement nor will they create an interruption in the 10-year requirement; and
  - b. The teacher must be eligible to retire with the Teachers' Retirement System (TRS) with either 35 years of TRS creditable service, 60 years of age or with a reduced annuity for which the District is not subject to a penalty; and
  - c. The teacher must submit an irrevocable letter of intent to retire to the Superintendent, no later than February 28th of the school year prior to the beginning of year in which the teacher will begin to receive a retirement enhancement under this program, or no later than February 28, 2016, with retirement occurring no later than the end of the 2019-2020 school year; and
  - d. Any teacher who elects to participate in the Retirement Enhancement Option for a period of less than four (4) years must not have received an increase of greater than 6% in non-exempt TRS creditable earnings in the school year(s) immediately preceding the proposed start of the Retirement Enhancement Option by the following schedule:

Three (3) year Retirement Enhancement – One (1) year prior  
Two (2) Retirement Enhancement – Two (2) years prior  
One (1) Retirement Enhancement – Three (3) years prior; and

- e. Any teacher who elects to participate in the Retirement Enhancement Option shall be required to sign a promissory note at the time the teacher submits his/her irrevocable letter of intent to retire. (See Appendix B).

2. Retirement Enhancement

- a. The teacher will be taken off the regular salary schedule and will receive an increase of six percent (6%) over the prior year's base salary up to a maximum of four (4) years.
- b. A teacher who retires under this program will not be able to earn more than six percent (6%) of the previous year's non-exempt TRS creditable earnings, regardless of assignment, possible increases resulting from the salary schedule, any changes in extra duties, matching 403(b) contributions or any other form of creditable earnings.
- c. Any teacher who initially submits a letter of intent to retire and elects to participate in the Retirement Enhancement Option for a period of one (1), two (2), three (3) or four (4) years, but later elects to retire prior to the completion of the elected period, will be obligated to reimburse the District any additional retirement enhancements the District paid to the teacher if the early retirement will cause the District to pay an "excess salary contribution" or Early Retirement Option ("ERO") contribution to TRS. If the early retirement causes the District to pay an "excess salary contribution" or ERO contribution to TRS, the repayment shall be equal to the difference between the retirement enhancement and the teacher's ordinary creditable earnings had the teacher not participated in the Retirement Enhancement Option. (See Appendix B).

C. **POST-RETIREMENT SEVERANCE OPTION:** Note: This Retirement Benefit sunsets following the payout of post-retirement severance payments made to employees who retire at the end of the 2023-2024 school year.

- 1. Eligibility Requirements: Teachers who meet all of the eligibility requirements in this Paragraph 1 are eligible to receive a non-creditable (for TRS) Post-Retirement Severance Option in accordance with Paragraph 2 of this Section.
  - a. The teacher must retire at the end of the 2016-2017 through 2023-2024 school years; and
  - b. The teacher must be eligible to retire with the (TRS) with either 35 years of TRS creditable service, 60 years of age, or with a reduced annuity for which the District is not subject to a penalty; and
  - c. The teacher must have earned retention recognition as defined in Article XVI.A.5; and
  - d. The teacher must not have participated in the Early Retirement Option or the Retirement Enhancement Option of this Section; and
  - e. The teacher must not have received an increase of greater than 6% over the prior year's creditable earnings during any of the last four (4) years of his/her employment with the District; and
  - f. The teacher must submit an irrevocable letter of intent to retire to the Superintendent during January of the school year in which the retirement will occur; and
  - g. The teacher must be in good standing upon retirement. For the purposes of this Section, only those teachers who complete a term of service retire in good standing. Any teacher whose is dismissed by the Board for conduct or performance is not in good standing.

2. Post-Retirement Severance Payment Amount

The Post-Retirement Severance Payment is calculated as the sum of up to the last four years of Retention Recognition earned by the teacher, multiplied by the severance factor applicable to his/her retirement year, as indicated in the chart below.

Retirement Year	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Severance Factor	N/A	N/A	4x	3.5x	3x	2.5x	2x	1.5x	1x	0.5x

**Example 1**

For example, a teacher eligible for the Post-Retirement Severance Payment who retires at the end of the 2019-2020 school year, at the completion of his/her 29<sup>th</sup> year of employment with District 97 will receive a \$15,500 Post-Retirement Severance Payment as illustrated in the calculation below:

Year	Retention Calculation	Retention Recognition
2020	(29-12) X 100 =	\$1,700
2019	(28-12) X 100 =	\$1,600
2018	(27-12) X 100 =	\$1,500
2017	(26-12) X 100 =	\$1,400
<b>Total</b>	Sum of last four years of Retention Recognition	\$6,200

The severance factor applicable for retirement year 2020 is 2.5x; therefore, the Post-Retirement Severance Payment is calculated as \$6,200 x 2.5 = \$15,500.

**Example 2**

For example, a teacher eligible for the Post-Retirement Severance Payment who retires at the end of the 2016-2017 school year, at the completion of his/her 29<sup>th</sup> year of employment with District 97 will receive a \$19,200 Post-Retirement Severance Payment as illustrated in the calculation below:

Year	Retention Calculation	Retention Recognition
2017	(29-12) X 100 =	\$1,700
2016	(28-12) X 100 =	\$1,600
2015	(27-12) X 100 =	\$1,500
2014	N/A	\$0
<b>Total</b>	Sum of last four years of Retention Recognition	\$4,800

The severance factor applicable for retirement year 2017 is 4x; therefore, the Post-Retirement Severance Payment is calculated as \$4,800 x 4.0 = \$19,200.

3. Post-Retirement Severance Payment Parameters

The Post-Retirement Severance Payment will be issued to the retired teacher after the teacher's receipt of his/her final paycheck for regular earnings in the District, but prior to September 30<sup>th</sup> of the year of retirement.

D. For participants in any of the above retirement options:

1. Teachers who have participated in any of the Board's retirement options may remain members of a group insurance plan for hospital-surgical-major medical and dental insurance in effect in the District, or a plan sponsored by the Illinois Teacher's Retirement System for a maximum of four (4) years, provided the retirees pay any premium cost over the above-stated Board contributions toward single or family coverage.
2. Upon retirement from teaching, each teacher who will receive annuities from ITRS as a result of that retirement shall receive as a retirement stipend \$15.00 times the number of accumulated unused earned sick leave days, to a maximum of 236 days. Such stipend shall be paid after July 1 following the effective date of the teacher's retirement, or after the teacher's receipt of the final paycheck for regular earnings, whichever is later.
3. Sick Leave Gifts. In certain cases, the Board may, at its discretion, grant additional sick leave days to a teacher if it is in the best economic interest of the District to do so.

E. In the event of changes in the Teacher Retirement System rules and regulations or the State teacher pension law which would require the Board to pay more than the benefits contained herein, the Board and the OPTA will meet and agree on changes necessary to maintain the retirement benefits without additional cost to the Board.

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**ARTICLE XX – Partnership Agreement**

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**A. INTRODUCTION**

The mission of Oak Park Elementary School District 97 is to guarantee that each student achieves optimal intellectual growth while developing socially, emotionally, and physically through a system distinguished by:

- Exemplary instruction focused on each student
- Commitment to the needs of a diverse population
- Meaningful partnerships with families and the community
- Celebrations of the power of art, music, and language
- Confident students challenged to be educational risk-takers

While a school district can rightly expect all students to meet its expectations, schools and teachers need flexibility to create educational environments that meet the needs of each student. Participatory management provides this flexibility.

The Principles of Participatory Management are as follows:

1. The person doing the job knows more about it than anyone else.
2. That which is strategic must be validated by the operational; that which is operational must have strategic context in order to be significant.
3. Authority, accountability, and information are commensurate.
4. Decisions are made at the point of action/impact.
5. Decisions that affect the group are made by agreement.

To be successful, participatory management requires commitment and hard work. Trust must be established. Open communication must be maintained. The Board of Education and the OPTA are committed to developing a collaborative working relationship for continuous improvement at all levels of the school system. Such collaboration involves the creation of mutually beneficial and respectful relations among all partners.

**B. EDUCATION COUNCIL**

1. At the District level, there will be an Education Council responsible for:

- providing parameters and goals to guide District 97 schools in their pursuit of continuous school improvement, including but not limited to student achievement, multicultural education, challenge, stakeholder involvement and communication, and technology.
- reviewing current and proposed curricula, instructional strategies, and student assessment (including benchmarks and data collection) requirements to evoke recommendations to the administration with regard to modifications that may lead to more effective implementation.

2. Education Council shall be composed of:

- President(s) and Vice President(s) of the OPTA
- Superintendent
- One OPTA member elected from each building
- Two minority members elected at-large
- Administrators appointed by the Superintendent
- A representative from special education

Election shall take place by June 1<sup>st</sup>. Half of the Education Council members shall be elected each year to a two-year term.

Even-numbered years

1. Hatch
2. Irving

Odd-numbered years

1. Beye
2. Brooks

3. Julian
4. Longfellow
5. Mann
6. Minority at-large

3. Holmes
4. Lincoln
5. Whittier
6. Minority at-large

### 3. Meetings

Meeting times for the Education Council will be selected to assure genuine participation by all team members. Advance notice, including agendas, of Council meetings must be given to team members and prominently displayed throughout the district. The Council must decide what constitutes a quorum.

Agendas will be developed mutually by the Superintendent and the OPTA President(s). Each will send suggestions for items to be included on the agenda to the other. Clear delineation will be made between those topics listed in Section B.1. above and topics of a more traditional labor relations nature.

Council meetings must be open to anyone interested in attending. Interested parties may request time to speak at the meeting by making their request known to any Council member prior to the meeting.

Written summaries of Council meetings must be kept. These summaries will be kept on file at a location that is easily accessible to all stakeholders.

### 4. Limitations

Council decisions may not supersede provisions of existing collective bargaining agreements, violate state or federal law, or violate district policies or regulations. Consideration can be given to seeking waivers.

Sharing of authority does not diminish the responsibility of the Board of Education, Superintendent or school Principals from fulfilling their legal responsibilities.

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**ARTICLE XXI – Miscellaneous Provisions**

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- A. Copies of all communication between the Association and the Board shall be provided to the Superintendent immediately by the parties initiating the communication. Nothing contained herein shall be construed to prohibit discussion between the Superintendent of his/her designated representative and the representatives of the teachers on all matters of general interest.
- B. Any individual contract between the Board and an individual teacher shall be subject to and consistent with the terms of this Agreement.
- C. If any section, paragraph, sentence or clause of this Agreement is held to be invalid or unconstitutional, such decision shall not affect the remaining portion of the Agreement or any Section or part thereof.
- D. The establishment of this Agreement does not negate the rights of any individual or groups to seek relief through the courts when there are no further steps, which can be taken within this Agreement.

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**ARTICLE XXII - Duration**

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This Agreement takes effect on the first day of the 2014-2015 school year and expires at the end of the day immediately before the beginning of the tenured teachers' school year in 2018.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

BOARD OF EDUCATION,  
OAK PARK ELEMENTARY  
SCHOOL DISTRICT NO. 97

OAK PARK TEACHERS ASSOCIATION

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
President

**APPENDIX A (Page 1)**

**Guide to Initial Placement for Transition Levels**

The table below contains the total dollar estimates for base salary and educational recognitions for the 2014-2015 school year. This table is not the new salary schedule, but a good faith estimate of the dollars in the first year of the transition from current salary schedule to the new compacted schedule. The details of the placement and recognitions are in Article XVI.

<b>Dollar Estimates Based on 2013-2014 Step and September 2014 Lane</b>								
Sept 2014 Lane	BA	BA+15	B+30	MA	MA+15	MA+30	MA+45	MA+60
2013-2014 Step	SALARY	SALARY	SALARY	SALARY	SALARY	SALARY	SALARY	SALARY
1	\$50,000		\$50,000	\$53,750	\$55,000	\$56,250	\$58,750	
2	\$50,000	\$50,000		\$53,750		\$58,750		
3	\$50,000	\$53,750	\$53,750	\$55,000	\$57,500	\$62,500	\$62,500	\$66,250
4	\$53,750		\$55,000	\$57,500	\$61,250	\$62,500	\$65,000	\$70,000
5	\$53,750		\$57,500	\$61,250	\$61,250	\$65,000	\$68,750	\$70,000
6	\$55,000	\$57,500		\$61,250	\$63,750	\$68,750	\$68,750	\$72,500
7	\$57,500	\$60,000		\$63,750	\$67,500	\$68,750	\$71,250	\$77,500
8	\$60,000			\$67,500	\$67,500	\$71,250	\$77,500	\$77,500
9	\$60,000			\$67,500	\$70,000	\$75,000	\$77,500	\$77,500
10	\$62,500			\$70,000	\$73,750	\$75,000	\$77,500	\$78,382
11	\$65,000	\$65,000		\$73,750	\$73,750	\$75,000	\$77,557	\$80,215
12	\$65,000		\$70,000	\$73,750	\$73,750	\$76,732	\$79,344	\$82,003
13	\$67,500	\$70,000	\$71,552	\$73,750	\$75,357	\$78,519	\$81,132	\$83,790
14				\$73,844	\$77,099	\$80,352		\$85,624
15				\$75,586	\$78,886	\$82,140	\$84,753	\$87,457
16				\$77,282	\$80,628		\$86,586	\$89,336
17				\$79,024	\$82,370	\$85,761	\$88,420	\$91,124
18					\$84,156	\$87,549	\$90,207	\$92,957
19					\$85,898	\$89,382	\$92,041	\$94,745
20				\$84,156	\$87,686	\$91,170	\$93,828	\$96,578
21				\$85,898				\$98,365
22				\$87,595		\$94,790	\$97,449	
23								
24						\$98,411		\$103,774
25				\$92,774	\$96,487	\$100,199	\$102,857	\$105,607

## Components of Compensation

Components of Salary	Available in Transition Level?	Available in Salary Bands?	Available in CPI + 1%?
Base Salary (\$_____)	X	X	X
Educational Recognition + (\$_____)	X	X	
ISBE Endorsements + (\$_____)	X	X	X
National Board Certification + (\$_____)	X	X	X
Retention Recognition + (\$_____)	X	X	X
Salary Subtotal = \$ _____			

x FTE% (\_\_\_\_%) = \$ \_\_\_\_\_

Roles + (\$_____)	X	X	X
403(b) match on creditable earnings + (\$_____)	X	X	X
Grandfathered longevity (if applicable) + (\$_____)			
Other Fringe Benefits + (\$_____)	X	X	X

TOTAL COMPENSATION = \$ \_\_\_\_\_

APPENDIX B

**Oak Park Elementary School District 97**  
**Retirement Enhancement Option Promissory Note**

Employee Name:

Social Security Number:

Date:

I have requested to participate in the Retirement Enhancement Option ("Option") as outlined in Article XIX, Section C of the 2014-2018 Collective Bargaining Agreement.

As a condition of participation in the Program, I understand that I must meet all of the following requirements:

1. I must have been employed in the District for at least ten (10) years immediately preceding retirement; and
2. I must be age-eligible to receive a pension from the Teacher's Retirement System of Illinois ("TRS") at the time I complete the last year in which the retirement incentive is paid; and
3. None of the four (4) years used in calculating my TRS annuity will result in the District's payment of an "excess salary contribution" to TRS.

In the event that I decide to retire earlier than indicated in my initial notice of retirement, I understand that I must reimburse the District for any retirement enhancements the District paid if my decision to retire early will cause the District to pay an "excess salary contribution" or an Early Retirement Option ("ERO") contribution to TRS. If my early retirement causes the District to pay an "excess salary contribution" or ERO contribution to TRS, I will repay to the District an amount equal to the difference between the retirement enhancement and my ordinary, creditable earnings had I not participated in the Program. Such repayment shall be made by equal payroll deductions for the remainder of the school year in which I notify the Board of Education of my inability to fulfill the terms of the agreement. In the event that there are no remaining payroll checks due to me, any amount due to the Board of Education will be repaid over a time period established by the Board of Education.

By signing this agreement and returning this form to the Personnel Department, I agree to the terms stated above. Failure to return this agreement will negate my request for participation in the Program.

I freely consent to the terms of this Agreement.

\_\_\_\_\_

Name

\_\_\_\_\_

Date

**APPENDIX C – 2014-2018**

<b>Extracurricular Stipends</b>	
Stipend Activities	Annual Stipend
Basketball – Girls Junior Varsity	\$3300
Basketball – Girls Varsity	\$3300
Basketball – Boys Junior Varsity	\$3300
Basketball – Boys Varsity	\$3300
Cross Country – Girls	\$2100
Cross Country – Boys	\$2100
Volleyball – Girls Junior Varsity	\$2800
Volleyball – Girls Varsity	\$2800
Volleyball – Boys Junior Varsity	\$2800
Volleyball – Boys Varsity	\$2800
Track – Girls	\$2800
Track – Boys	\$2800
Asst. Track Coach	\$1400
Math Team	\$1500
Yearbook	\$1500
Yearbook Photography	\$1000
Concerts (Music, Band, Chorus)	\$1000
Art Festivals	\$500
Worm Club (Elementary)	\$2100

Each building shall post extracurricular positions. The annual stipend amount reflected above shall be paid to any teacher who serves in an extracurricular position effective as of the start of the 2014-2015 school year.

**Clubs, Activities, Music**

Activities in this category can be added or dropped from year to year depending on teacher expertise and student interest. Proposals for activities will be submitted to the Principal for final approval by the Superintendent. In order to qualify for a stipend, activities must have a minimum of ten (10) active members.

Teachers who serve in a club, activity, or music program position will receive a lump sum payment following completion of the activity/event.

**Annual Stipend for Clubs, Activities and Music**

Meets at least 30 sessions during the year	\$1100
Meets 18- to 29 sessions during the year	\$550
Meets 10 to 17 sessions during the year	\$325

A session is equal to one hour of time. For example, two (2) sessions of thirty (30) minutes each are equal to 1 session. The above annual stipend shall be paid to any teacher who supervises a Club, Activity, or Music program effective as of the start of the 2014-2015 school year.

**Lunch Duty**

Teachers who perform lunchroom supervision are expected to be present and shall not exceed the number of absences reflected below.

**Annual Stipend for Lunch Duty**

Days worked	Absences Allowed	30 minutes	60 Minutes	.75 (Middle School Only)
1 day / week	2	\$550	\$1100	
2 days / week	4	\$1100	\$2200	
3 days / week	5	\$1650	\$3300	
4 days / week	7	\$2200	\$4400	
5 days / week	9	\$2750	\$5500	\$4,125

**Morning/Afternoon Supervision**

Teachers who perform morning/afternoon supervision must be present 5 days a week and shall not exceed 9 excused absences.

**Annual Stipend for Morning/Afternoon Supervision**

Time Worked		Absences Allowed
15 Minutes	\$1375	9
20 Minutes	\$1835	9

**Pay for Lunch Duty and Morning/Afternoon Supervision**

Effective at the start of the 2015-2016 school term:

The above stipends for Lunch Duty and Morning/Afternoon Supervision shall be paid to any teacher who performs the supervision, and such stipends shall be paid three times per year: (1) the first installment shall be paid in the first paycheck following the end of the first trimester; (2) the second installment shall be paid in the first paycheck following the end of the second trimester; and (3) the third, and final, installment shall be paid in the last paycheck in June, so long as there are at least ten (10) business days between the end of the third trimester and the following paycheck, but if not, then the third and final installment will be paid in the first paycheck in July.. The annual stipend amount for lunch duty and morning/afternoon supervision assumes the teacher does not exceed the number of allowed absences. If a teacher exceeds the maximum number of allowed absences, his/her June stipend payment will be reduced based on the number of days missed, calculated at \$31.25 per hour. Substitutes who cover lunch duty or morning/afternoon supervision will be paid at \$31.25 per hour on a timesheet.

However, for the 2014-2015 school term only:

Teachers who perform Lunch Duty and/or Morning/Afternoon Supervision shall receive \$30.00 per hour, which rate shall increase to \$31.25 per hour for work performed beginning with the first work day of 2015. Such pay shall be distributed on regular pay dates.

**Scorekeeping and Supervision Hourly Rate**

A teacher will be paid for extra duty services performed on an hourly basis for after school supervision of the following activities:

Basketball Game Scorekeeper	13.50/game
Volleyball Basketball Supervision	13.50/game
Dance/Event Supervision	13.50/hour

**Overnight Pay**

Overnight outdoor education supervision shall be paid at the rate of \$110.00 per night.

**Non-Role Hourly**

Teachers performing non-role hourly extra-duty (outside the teacher’s workday) service such as lunchroom supervision, supervision and/or direction of extra-curricular activities, and curriculum development work shall be compensated at the rate of \$31.25 per hour which rate shall take effect for work performed beginning with the first work day of 2015, with the number of hours to be provided for by individual contract:

<b>Non-Role Hourly (outside workday)</b> <b>\$31.25</b>
Summer Curriculum Development
Regular Ed Subs - IEP Meetings
Kdgn Screening
PKP Summer Screening
Interventions
Speech/Drama
Festival Stipend
Summer Empower Stipends
Mentoring
Extra Curricular Mtgs/Events
Home Tutoring
Due Process Hearing
Internal Substitution*

\*A teacher who is required to internally substitute for another and who does not receive the planning time guaranteed under Article VIII shall be paid at the hourly rate for the actual amount of lost planning time.

**Leadership Roles**

During negotiations for the 2014-2018 Agreement, the Board and the OPTA agreed to establish or restructure leadership roles for teachers in the District. These leadership roles are based on recognition of teachers’ expertise and belief in the importance of having practitioners in positions of leadership. Specific roles are designed to achieve several purposes:

- greater student achievement
- program development and implementation
- maximum support for the classroom teacher
- innovation
- increase leadership opportunities

The roles for teachers include, but are not limited to:

1. district-wide initiatives such as instructional technology, middle level education, management and analysis of student achievement data, and University 97/mentors.
2. curriculum implementation.
3. the special areas of: art; general music; instrumental music; world languages; LAS; GTD; library information science; and physical education.
4. special curriculum projects in math, language arts, social studies, science, or media/technology.
5. summer programming.

At the time the 2014-2018 Agreement was ratified, it was understood between the parties that more discussion was necessary to fully implement the leadership role program in the future. Therefore, the parties agreed to establish a committee consisting of two (2) OPTA members appointed by the OPTA Executive Board and three (3) members

selected by the Superintendent. The Leadership Role Committee shall continue to meet during the 2014-2015 school year, and as necessary afterwards, for the purpose of developing:

1. Leadership Roles Descriptions and Duties, including expectations for the time commitment needed to adequately fulfill the role and whether the role will be performed outside the teacher's work day, with release time, or partially outside the teacher's work day and with partial release time.
2. An annual application process.
3. A process for selecting individual teachers to serve in leadership role positions. Such process must recognize the Board's inherent managerial right to select and direct its employees, the OPTA's interest in ensuring a fair selection process and both parties interest in recognizing the legal requirements related to the selection of any employee to a role providing additional compensation.
4. A process for reviewing the annual performance of teachers in their leadership roles.
5. Rules regarding the length of time a teacher may serve in the same leadership role and the maximum number of Tier 1, Tier 2 and/or Tier 3 roles a teacher may hold simultaneously.
6. A Memorandum of Understanding outlining the agreements reached under items numbered 1-5. Additionally, the Memorandum of Understanding shall provide that the Committee shall meet annually to discuss how well the leadership role program is meeting the needs of the District 97 community. Additionally, the Committee shall annually meet, by no later than April 30 of each year, to discuss whether to recommend that the Board add, delete, reduce the number or types of roles and whether to make any adjustments in the Tier Level pay of a specific role based on new initiatives and/or whether the actual time commitments made by teachers in a specific leadership role exceeds or falls short of the initial estimated time commitments.

Roles will be paid by a defined Tier.

Tier 1 - \$1500

Tier 2 - \$3,000

Tier 3 - \$4500

Tier Role Pay for all roles except "Rtl – School Level Leaders," "PreK to Grade 5 Team Leaders," and "Related Service Provider Team Leaders" shall take effect beginning with the first work day of 2015. Therefore, compensation for 2014-2015 school year roles shall be based on a 50/50 blended rate of the 2013-2014 hourly rate or annual stipend, and the 2014-2015 Tier Role Pay. Although the Leadership Roles Descriptions and Duties may not be finalized for the second half of the 2014-2015 school year, the new Tier Role Pay will be provided. Therefore it is understood that additional responsibilities may be expected of the teachers who perform a role during the second half of the school year. Tier Role Pay for "Rtl – School Level Leaders," "PreK to Grade 5 Team Leaders," and "Related Service Provider Team Leaders" shall be implemented at the start of the 2015-2016 school year.

# of OPTA positions	Description	Tier	Tier Value	Members
14	Professional Learning Committee	2	\$3,000	14 OPTA members from the areas such as Diversity, SP. Ed, Elementary, Middle School, Language Arts, Math, Science, SS, Art, Music
60	School Improvement Team Committee	1	\$1,500	60 OPTA members (6 from each building) shall serve on the committee and will receive a stipend for their service. In addition, one Data Coach from each building (totaling 10) and each of the Rtl School Level Leaders (totaling 12) shall also serve on their respective committees, but shall not be paid the School Improvement Team stipend. Data Coaches' regular pay, and the stipend paid to Rtl School Level Leaders, already includes



1	U97		\$2,100	
2	IB Coordinators		\$1,500	
1	Mentoring		\$2,100	
8	PBIS Internal Coaches		\$3,000	1 from each elementary school
1	Science Alliance		\$1,500	

\*Special Education Team Facilitators: There shall be a minimum of one team facilitator at each elementary school building and two team facilitators at each middle school building. If, in any school year, the number of students who are eligible for an initial review or a three-year re-evaluation exceeds twenty-five (25) per team facilitator, an additional team facilitator will be added. At such time, the leader of the Special Education Department shall determine how to distribute the workload amongst or between the multiple team facilitators. In special circumstances, based on the severity of the needs of the students for which a team facilitator is responsible, a team facilitator may ask the OPTA to request to meet with the leader of the Special Education Department and the Superintendent to address whether an additional team facilitator should be added even though the number of students who are eligible for an initial review or a three-year re-evaluation does not exceed twenty-five (25).

**APPENDIX D**  
**EVALUATION PROCESS – NON- TENURE**

<b>Evaluator Assigned</b>	<b>Teacher Meeting All Years</b>	<b>First Formal Observation Year 1</b>	<b>Formal Observation Year 2, 3, 4</b>	<b>Second Formal Observation Year 1 2-4 if needed</b>	<b>Summative Evaluation Conference Year 1, 2 &amp; 3</b>	<b>Summative Evaluation Conference Year 4</b>	<b>Submittal</b>	<b>End of Year Notice</b>
<ul style="list-style-type: none"> <li>Assign Evaluator</li> <li>Coordinate with other schools to determine evaluator for traveling teacher</li> </ul>	<ul style="list-style-type: none"> <li>Identify Supervisor</li> <li>Outline Procedures, Standards &amp; Instrument</li> <li>Provide Job Description</li> </ul>	<ul style="list-style-type: none"> <li>Pre-conference (1-5 days prior to observation)</li> <li>Observation (minimum 30 minutes)</li> <li>Post-conference (within 10 days of observation)</li> <li>Copy to Employee</li> <li>Notify HR of Individual Concerns</li> </ul>	<ul style="list-style-type: none"> <li>Pre-conference (1-5 days prior to observation)</li> <li>Observation (minimum 30 minutes)</li> <li>Post-conference (within 10 days of observation)</li> <li>Copy to Employee</li> <li>Notify HR of Individual Concerns</li> </ul>	<ul style="list-style-type: none"> <li>Pre-conference (1-5 days prior to observation)</li> <li>Observation (minimum 30 minutes)</li> <li>Post-conference (within 10 days of observation)</li> <li>Copy to Employee</li> <li>Notify HR of Individual Concerns</li> </ul>	<ul style="list-style-type: none"> <li>Meet with teacher (within 10 days of post observation)</li> <li>Provide completed Summative Evaluation</li> <li>Indicate rehire, release</li> </ul>	<ul style="list-style-type: none"> <li>Meet with teacher (within 10 days of post observation)</li> <li>Provide completed Summative Evaluation</li> <li>Indicate Tenure/release</li> </ul>	<ul style="list-style-type: none"> <li>Submit to HR Office</li> <li>Rehire or Release list</li> </ul>	<ul style="list-style-type: none"> <li>Report to Supt.</li> <li>Association Notification</li> <li>Board Action</li> </ul>
<b>Prior to first day of teacher attendance</b>	<b>By the end of the third week of the school year</b>	<b>End of First Trimester</b>	<b>Prior to Winter Break</b>	<b>By the end of January</b>	<b>By the end of February</b>	<b>By the end of February</b>	<b>By the end of the first week in March</b>	<b>Completed 45 calendar days prior to the last day of the school year</b>
<b>Administrator HR</b>	<b>Administrator</b>	<b>Administrator HR</b>	<b>Administrator HR</b>	<b>Administrator HR</b>	<b>Administrator</b>	<b>Administrator</b>	<b>Administrator HR</b>	<b>HR</b>

**FORMS:**

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|---|--|--|--|--|---|---|--|--|
| <ul style="list-style-type: none"> <li>List of Non Tenure Teachers by School</li> </ul> | <ul style="list-style-type: none"> <li>Standards</li> <li>Timelines</li> <li>Evaluation Instruments</li> </ul> | <ul style="list-style-type: none"> <li>Summative Evaluation Form</li> </ul> | <ul style="list-style-type: none"> <li>Summative Evaluation Form</li> </ul> | <ul style="list-style-type: none"> <li>Summative Evaluation Form</li> <li>Rehire list</li> <li>Release list</li> </ul> | <ul style="list-style-type: none"> <li>List of Non-Renewal Recommendations</li> <li>Tenure Recom.</li> <li>Probationary Lists</li> <li>Personnel Action</li> </ul> |
|---|--|--|--|--|---|---|--|--|

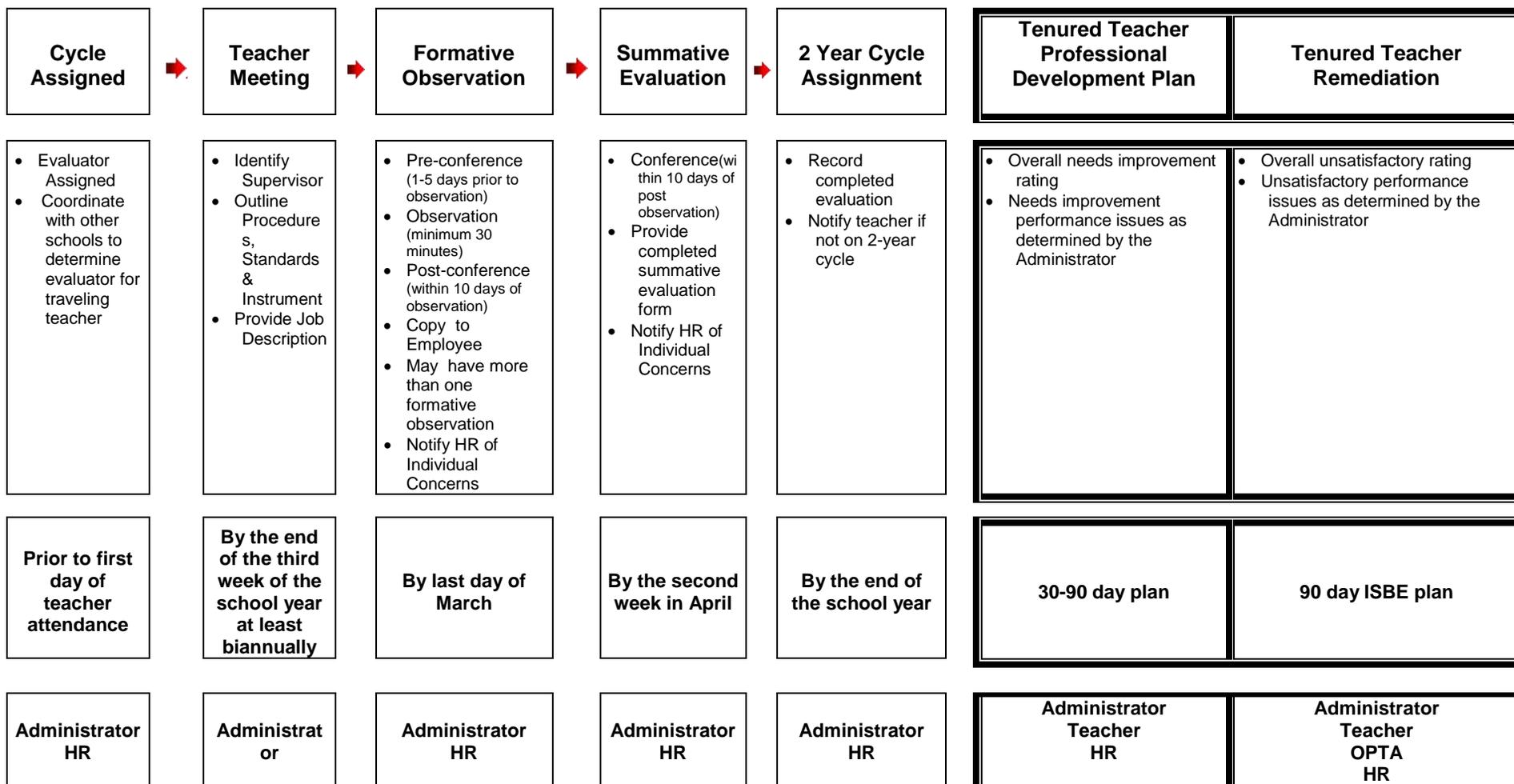
EVALUATION PROCESS – NON- TENURE, effective upon PERA implementation or, if applicable by the parties agreement, with the PERA Pilot Program

Evaluator Assigned	Teacher Meeting All Years	First Formal Observation Year 1 , 2, 3, 4	Second Formal Observation Year 1, 2, 3, 4	Third Observation (formal or informal) Year 1, 2, 3, 4	Summative Evaluation Conference Year 1, 2 & 3	Summative Evaluation Conference Year 4	Submittal	End of Year Notice
<ul style="list-style-type: none"> <li>Assign Evaluator</li> <li>Coordinate with other schools to determine evaluator for traveling teacher</li> </ul>	<ul style="list-style-type: none"> <li>Identify Supervisor</li> <li>Outline Procedures, Standards &amp; Instrument</li> <li>Provide Job Description</li> </ul>	<ul style="list-style-type: none"> <li>Pre-conference (1-5 days prior to observation)</li> <li>Observation (minimum 30 minutes)</li> <li>Post-conference (within 10 days of observation)</li> <li>Copy to Employee</li> <li>Notify HR of Individual Concerns</li> </ul>	<ul style="list-style-type: none"> <li>Pre-conference (1-5 days prior to observation)</li> <li>Observation (minimum 30 minutes)</li> <li>Post-conference (within 10 days of observation)</li> <li>Copy to Employee</li> <li>Notify HR of Individual Concerns</li> </ul>	<p>If formal:</p> <ul style="list-style-type: none"> <li>Pre-conference (1-5 days prior to observation)</li> <li>Observation (minimum 30 minutes)</li> <li>Post-conference (within 10 days of observation)</li> <li>Copy to Employee</li> <li>Notify HR of Individual Concerns</li> </ul> <p>If informal:</p> <ul style="list-style-type: none"> <li>post-observation feedback (oral or written)</li> <li>opportunity for in-person discussion if written feedback</li> </ul>	<ul style="list-style-type: none"> <li>Meet with teacher (within 10 days of post observation)</li> <li>Provide completed Summative Evaluation</li> <li>Indicate rehire release</li> </ul>	<ul style="list-style-type: none"> <li>Meet with teacher (within 10 days of post observation)</li> <li>Provide completed Summative Evaluation</li> <li>Indicate Tenure/release</li> </ul>	<ul style="list-style-type: none"> <li>Submit to HR Office</li> <li>Rehire or Release list</li> </ul>	<ul style="list-style-type: none"> <li>Report to Supt.</li> <li>Association Notification</li> <li>Board Action</li> </ul>
Prior to first day of teacher attendance	By the end of the third week of the school year	End of First Trimester	By the end of January	Anytime prior to summative evaluation conference	By the end of February	By the end of February	By the end of the first week in March	Completed 45 calendar days prior to the last day of the school year
Administrator HR	Administrator	Administrator HR	Administrator HR	Administrator HR	Administrator	Administrator	Administrator HR	HR

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| <ul style="list-style-type: none"> <li>List of Non Tenure Teachers by School</li> </ul> | <ul style="list-style-type: none"> <li>Standards</li> <li>Timelines</li> <li>Evaluation Instruments</li> </ul> | <ul style="list-style-type: none"> <li>Summative Evaluation Form</li> </ul> | <ul style="list-style-type: none"> <li>Summative Evaluation Form</li> </ul> | <ul style="list-style-type: none"> <li>Summative Evaluation Form</li> <li>Rehire list</li> <li>Release list</li> </ul> | <ul style="list-style-type: none"> <li>List of Non-Renewal Recommendations</li> <li>Tenure Recom.</li> <li>Probationary Lists</li> <li>Personnel Action</li> </ul> |
|---|--|--|--|--|---|---|--|--|

TRADITIONAL EVALUATION PROCESS - TENURE



**FORMS:**

- |             |  |                        |                           |   |   |  |
|-------------|--|------------------------|---------------------------|---|---|--|
| Tenure List | <ul style="list-style-type: none"> <li>• Standards</li> <li>• Timelines</li> <li>• Evaluation Instruments</li> </ul> | Evaluation Instruments | Summative Evaluation Form | <ul style="list-style-type: none"> <li>• Summative Evaluation Form</li> <li>• Teacher Response</li> </ul> | <ul style="list-style-type: none"> <li>• Professional Development Plan</li> <li>• Summative Evaluation Form</li> <li>• Professional Standards for Teaching</li> </ul> | <ul style="list-style-type: none"> <li>• Formal ISBE Improvement Plan</li> <li>• Summative Evaluation Form</li> <li>• Professional Standards for Teaching</li> </ul> |
|-------------|--|------------------------|---------------------------|---|---|--|

