

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE BOARD OF EDUCATION
OAK PARK DISTRICT NO. 97 AND

THE OAK PARK TEACHERS' ASSOCIATION IEA - NEA

2024-2025 through 2027-2028

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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 family/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 their 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

PREAMBLE

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:

ARTICLE I- Definitions

- 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 a Professional Educators License with an endorsement in General Administration or Principal 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 their designated representative.

ARTICLE II- Management Rights

- A. 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.

ARTICLE III- Negotiations Procedures

- 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 final tentative agreement is reached on a new contract, such agreement shall be submitted to the Association and the Board for ratification and approval. Upon ratification and approval 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.
- F. 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.

ARTICLE IV - Resolution of Impasse

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

ARTICLE V - Union Dues

- A. 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 their 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 District shall rely on information provided by the Association regarding whether dues deductions were properly authorized, revoked, canceled, or changed, and the Association shall indemnify the District for any damages and reasonable costs incurred for any claims made by teachers for deductions made in good faith reliance on that information.

ARTICLE VI - Rights and Responsibilities

- 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 and in compliance with the IELRA. 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 following approval by the Board of Education. 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. 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, gender identity or membership or non-membership in the Association.

- F. District 97 will not request any waivers of the school code from the Illinois State Board of Education without notification to the Association.
- G. The Association President(s) shall be notified each time a grant funded program is established in District 97.
- H. The Association President shall be released upon application to the Superintendent, for not more than one (1) day per week from their teaching duties for the purpose of performing their duties as Association President. The Association shall reimburse the District for that portion of time for which the President is released.
- I. 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.

ARTICLE VII - Teachers' Authority and Protection

A. TEACHER PERSONNEL FILE

Upon written request, the teacher will receive a copy of all written material, except those not disclosable by law, to be placed in their 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 written materials, except those not disclosable by law, with a human resources administrator and an Association representative prior to final action.

B. ASSOCIATION REPRESENTATION DURING TEACHER DISCIPLINE

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 to 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 bargaining unit member with a complaint of assault (i.e. physical, verbal, or electronic threat) will report in writing the complaint to the building principal, appropriate administrator, or human resources department with a copy to the Association President(s) if the bargaining unit member desires.

Upon receipt of the complaint, administration will notify the Association President(s) that a complaint has been received and complete an investigation with appropriate due process for all parties. At the completion of the investigation, administration will provide the findings to the bargaining unit member and take appropriate corrective or disciplinary action.

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 Student-Family 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 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, they 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 records, except those not disclosable by law, in their 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 their discretion, shall determine whether to take any further action on the complaint.

ARTICLE VIII - Conditions of Employment

A. THE SCHOOL DAY

Teachers shall be in their buildings ten (10) minutes before and ten (10) minutes after the school scheduled starting and ending time. Teachers will support a safe and positive student transition to the school day. Elementary teachers will report to pick up their classes three (3) minutes prior to the school scheduled starting time. Elementary students will be in the building by the school scheduled starting time. Middle school teachers will be present in the hallways supporting students three (3) minutes prior to the school scheduled starting time and three (3) minutes after the school scheduled end time. The school day for elementary students shall be six (6) hours and five (5) minutes, while the middle school student day shall be six (6) hours, exclusive of any lunch period.

On Wednesday students will be dismissed one half hour early from the elementary schools; this half hour will be used for personal planning time or collaboration for elementary teachers. This time is included in the time guaranteed in Section J 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. TEACHER WORK YEAR

- 1. The teacher work year shall consist of one hundred eighty-two (182) work days, including one hundred seventy-eight (178) student attendance days and four (4) Institute Days.

2. Coordinators may work up to an additional ten (10) days per school year on a schedule mutually agreed to by the coordinator and their supervisor. Such work shall be compensated at the coordinators' daily rate (Base salary/182=daily rate). Any days beyond ten (10) shall be compensated at the curricular rate.

C. PROFESSIONAL DEVELOPMENT

Up to eighteen (18) meetings per year may be scheduled on Wednesdays. At the elementary level, up to nine (9) of eighteen (18) meetings shall be devoted to professional development at the building level. Up to three (3) of the eighteen (18) meetings shall be devoted to district wide grade level or department meetings. Up to three (3) of the eighteen (18) will be determined by the school's Building Leadership Team (BLT) in conjunction with the prioritized needs of the school. Up to three (3) of the eighteen (18) meetings shall be devoted to collaboration as an individual school grade level or department meeting.

At the middle school level, up to twelve (12) of the eighteen (18) meetings shall be devoted to professional development at the building level. Up to six (6) of the eighteen (18) meetings shall be devoted to department meetings.

Refer to Section D below regarding the role of the District Professional Learning Committee in planning professional development meetings.

No professional development activities (with the exception of Institute Days) shall be scheduled during the following weeks:

- First week of school
- Last week of school
- During family-teacher conference weeks
- The week prior to report card distribution (e.g. if report cards are distributed on Friday, March 11th, professional development would not be scheduled on Wednesday, March 2nd).

The District 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 sixty (60) minutes. A teacher may request, and an administrator may grant, at their discretion, excusal from a meeting if the topic(s) is/are 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.

D. DISTRICT PROFESSIONAL LEARNING COMMITTEE

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. The District Professional Learning Committee shall be chaired by an OPTA member of the District PLC and an administrator designated by the Superintendent. Agendas will be developed mutually by the administrator and OPTA co-chairs. Membership on the committee shall include representation from special area teachers. A school team shall be responsible for implementing the plans made by the District Professional Learning Committee. The fourteen (14) OPTA members of this committee shall be compensated \$1,500 per year.

E. FACULTY MEETINGS

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

F. INSTITUTE DAYS

Four (4) institute days shall be scheduled every school year. Institute Days will begin at 8:00 a.m. and end by 2:00 p.m. with a thirty (30) minute lunch break. In the event that the Illinois State Board of Education (ISBE) changes the requirements for the required length of Institute Days, the OPTA and Board will revisit the length of Institute Days to comply with ISBE requirements.

G. 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.

H. PART-TIME TEACHERS

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.

I. FAMILY-TEACHER CONFERENCES

Twice a year, all certified staff will be available to conference with families on scheduled conference days.

In the Fall, family-teacher conferences will be scheduled by the District to occur in person (unless a family requests virtual) from 3-7pm on Thursday and 8-12pm on Friday at the elementary schools and 4-8pm on Thursday and 8-12pm on Friday at the middle schools.

In the Winter, family-teacher conferences will be scheduled by the District to occur virtually (unless a family requests in-person) from 4:30-8:30pm on Thursday and 8-12pm on Friday at the elementary and middle schools. Any virtual conferences should ensure confidential private and focused conversations with families.

Pre-kindergarten conferences may be scheduled at different times in the Fall and Winter.

On Thursday, students will be in attendance for a full day. On Friday, students will not be in attendance. On the Friday of Fall conference week, staff will be in attendance at the school to provide conferences at the times listed and shall be dismissed when conferences end. For Winter conference week, staff are not required to be in the school building for conferences and such conferences should occur in a space that allows for confidential, private and focused conversations with families.

Staff use of a sick or personal day on Friday will be counted as a full day.

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

J. INTERNAL SUBSTITUTE TEACHING

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

K. PLANNING TIME*

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. Sixty (60) minutes will be used in collaboration with other grade level or team teachers while two hundred forty (240) minutes will be individualized planning time. Generally, all other teachers whose planning time is not established for them by the master building schedule 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 Article VIII.A. In the case that a teacher receives less than the three hundred (300) minutes of planning time due to meetings or assignments scheduled during plan time (e.g. IEP meeting, 504 meeting, MTSS meeting, and substitute teaching), the teacher shall be compensated at the Non-Role Hourly rate. Meetings related to the teacher evaluation process may be scheduled during plan time without compensation.

If a teacher covered by the Special Education Workload Plan does not receive three hundred (300) minutes of planning time on a recurrent, consistent basis, they should refer to the process for addressing workload concerns outlined in the Special Education Workload Plan.

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

* Library time will count towards planning time for elementary classroom teachers.

L. SPECIAL AREA TEACHERS

An elementary special area teacher's load shall be considered full when it reaches twenty-two (22) class sections (sixty (60) minutes in duration) or forty-four (44) class sections (thirty (30) minutes in duration), or a combination thereof per week. Non-instructional time during the student day, which is in excess of three hundred (300) minutes per week, may be used for other purposes in preparation for classes. Special area teachers presently include WLES, Art, Music and Physical Education.

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.

M. FIRST YEAR TEACHERS

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 extracurricular activities, or take any courses other than the Mentoring Course.

N. GUIDELINES FOR EMPLOYMENT OF CLASSROOM TEACHER ASSISTANTS

The Board agrees to adopt the following guidelines for the employment of Classroom Teacher Assistants:

Kindergarten

One (1) full-time teacher assistant for each Kindergarten section of twenty-one (21) or more students. Class size may reach twenty-four (24) before additional students are assigned to another class.

Grade 1

One (1) full-time teacher assistant for each class that has twenty-five (25) or more students. Class size may reach twenty-seven (27) before additional students are assigned to another class.

Grades 2-5

One (1) full-time teacher assistant for each class which has twenty-five (25) or more students. Class size may reach twenty-seven (27) before additional students are assigned to another classroom.

Grades 6-8

Within five (5) school days of a class reaching thirty (30) or more students, the principal or designee will notify the teacher in writing of their right to a joint meeting and discussion about options to support successful teaching and learning in the classroom, which may include the assignment of a teaching assistant. The outcome of the meeting and any agreed upon implementation plan will be documented in writing within five (5) school days.

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.

O. INTERVIEW PROCESS FOR NEW TEACHER ASSISTANTS

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.

P. EQUITY AND INCLUSION

Each year, a minimum of two (2) professional development opportunities addressing the District's equity policy 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 relevant committees.

Q. SPECIAL EDUCATION

1. Reorganization. Special education teachers, through their department chairs, will be given an opportunity to provide input into special education reorganization and significant special education program changes. Additionally, the department 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 workload of its special educators. In accordance with the ISBE regulations, the District shall collaborate with the Special Education Advisory Committee and OPTA representatives to develop the workload plan. The committee shall annually review the workload plan.
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.
4. Special Educators may request up to 1.5 days during the school year (prorated based on FTE if less than 1.0) of release time with the approval of their building principal, to be taken within the school in half-day or full-day increments, not on Mondays or Fridays.

R. MULTILINGUAL LEARNERS

1. The District shall collaborate with Multilingual Language educators in the District and OPTA representatives to develop an understanding of the hiring and workload practices according to state code and the District's model for providing services to Multilingual Learners.
2. Teachers who are administratively authorized to provide translation or interpretation services that occur outside of the contractual day shall be compensated at the contractual hourly rate.

ARTICLE IX- Teacher Assignments and Transfers

A. TEACHER ASSIGNMENTS

1. Teacher assignments for the following school year will be made in writing by May 30th. 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 Human Resources Department 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.

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-staff (as defined by ISBE) or first becomes available on or between the dates of July 15th and September 15th, 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 16th through July 14th must complete an internal application 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 they will be considered for the position as soon as reasonably possible.

The administration shall announce (via email and website) vacancies for hard-to-staff positions and vacancies that arise on or between the dates of July 15th, and September 15th, but may fill such positions without waiting for a posting period to end. Teachers wishing to be considered for such a position should express their interest by completing the required process and are encouraged to notify the Human Resources Administrator 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 the Human Resources Administrator, 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.

ARTICLE X - Grievance Procedure

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 their 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 their 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 they judge 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 written 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.

ARTICLE XI - Evaluation

PERFORMANCE EVALUATION AND REVIEW ACT (PERA) JOINT COMMITTEE. The OPTA and Administration have established a joint committee of teachers and administrators to review and update teacher observation and evaluation procedures and documents consistent with PERA and School Code requirements. The PERA Joint Committee will support the shared belief statement as outlined in the PERA Joint Agreement and help the staff to foster a growth mindset to collectively develop high-expertise teaching and reflective practices that address the varying needs of students as identified by analyzing student growth data. This agreement recognizes that achievement of student equity requires strategic collaboration and opportunities for all employees to learn and grow. The PERA Joint Committee will be a key collaborative body to ensure that evaluation processes reflect the law and our shared values around employee coaching and evaluation.

The PERA Joint Committee shall meet annually to review and/or update the PERA Joint Agreement. The agenda for this annual meeting will include timelines for paperwork and SLOs (if applicable).

The PERA Joint Committee Agreement will be made publicly available and distributed to all teachers and evaluators each year before the start of the school year.

Administration will work with the OPTA to identify annual PERA meeting date(s), and they will be outlined in the District Professional Learning Calendar.

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. To facilitate the evaluation process, evaluators will provide teachers access to the following resources outlined in Appendix D (Teacher Meeting All Years). 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 thirty (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, and often things that are not observed while the administrator is sitting in a classroom observing a lesson (discipline issues, teamwork, parent issues, etc.). Non-tenured teachers will be observed by a qualified evaluator at least three (3) times per year; at least two (2) 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. TENURED TEACHERS

Tenured teachers are evaluated at least once every three (3) years. The evaluation is based on at least one (1) formal observation, informal observations and the total experience the teacher has had during the three (3) years, and often things that are not observed while the administrator is sitting in a classroom observing a lesson (discipline issues, teamwork, parent issues, etc.). During this three-year cycle, administrators will continue to observe teaching practice and engage in coaching conversations, including school improvement goals. This entire view of the teacher comprises the summative evaluation in the spring of the third 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. Tenured teachers rated "needs improvement" or "unsatisfactory" must be evaluated in the first year following the receipt of a "needs improvement" or an "unsatisfactory" summative evaluation rating. Such teachers must receive at least three (3) observations, including a minimum of two (2) formal observations.

D. GUIDELINES FOR CONDUCTING OBSERVATIONS. It is agreed between the parties that the procedures set forth below establish the expectations for conducting observations. Subject to the timelines of the contract and calendar constraints, evaluators and teachers will schedule the formal pre- and post- observation meeting dates at a mutually agreed upon time. 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.

The formal observation shall be a minimum of forty-five (45) minutes at a time; or an observation during a complete lesson; or an observation during an entire class period.
 - b. 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.
 - c. Within ten (10) school days of the post-observation conference, the teacher shall receive a final copy of their formative evaluation report.
2. If an evaluator determines that the evidence collected to date may result in a teacher receiving a "Needs Improvement" on their 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 their 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, provided that the evaluator provides feedback concerning said evidence to the teacher either orally or in writing (electronic or paper) and the evaluator also provides the teacher with an opportunity to have an in-person discussion about the feedback.
4. The teacher shall receive their 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 thirty (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 their 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 determined by the evaluator in cooperation with the teacher.

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. TENURED TEACHER RECEIVING A SUMMATIVE RATING OF UNSATISFACTORY

1. "Unsatisfactory" summative evaluation ratings may be appealed to a panel of qualified evaluators ("Panel") agreed upon by the PERA Joint Committee. The PERA Joint Committee will establish criteria for the Panel to use in determining whether an "Unsatisfactory" evaluation rating is erroneous and should be overturned.
 - a. Within five (5) school days after an "Unsatisfactory" rating on a summative evaluation, the affected teacher can appeal to the Panel (with a copy to the evaluator) to review their evaluation. The appeal requires the teacher to provide a specific explanation of the alleged error (e.g., identify specific components/areas or data/evidence they believe were omitted or completed inaccurately).
 - b. Within five (5) days after receipt of the teacher's appeal, the evaluator can submit a written response to any alleged errors raised by the teacher. The Panel shall review the Summative Evaluation Document, Observation Reports, the written appeal, the evaluator's response (if applicable), procedural deadlines, and other relevant information in making a determination. The Panel shall issue a written response to the teacher's appeal within twenty (20) school days from receipt of the teacher's appeal. The appeals process will run concurrently with the remediation plan process. A teacher's appeal will not suspend or postpone the development and issuance of the remediation plan within the 30-school day period required by the School Code.
 - c. If an "Unsatisfactory" rating is overturned by the panel, the affected teacher shall receive a "Needs Improvement" rating.
- G. In the event that the teacher feels their formal written evaluation of classroom teaching performance was incomplete or inaccurate, they may put their objections in writing and have them attached to the evaluation report to be placed in their personnel file.
- H. Any evaluation of a teacher shall be conducted openly and with the teacher's full knowledge. If a teacher's evaluation is being conducted by an evaluator not assigned to the teacher's home school, the evaluator shall consult with the home school administrator prior to completing the summative evaluation.
- 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.

ARTICLE XII - Pupil Discipline

- 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 their 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 reasonable force as needed to maintain safety for the other students, school personnel or persons, for the purpose of self-defense, or for the defense of property.

ARTICLE XIII - Academic Freedom

- 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.

ARTICLE XIV - Clinical Experience

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. 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.

ARTICLE XV - Citizenship

- 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 their 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 engaged in on district 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 2024-2025, 2025-2026, 2026-2027, and 2027-2028 school years will be based on a combination of the following five components (also see Appendix A):

- Base Salary (Section 1);
- Educational Recognition, if any (Section 2);
- ISBE Endorsement Recognition, if any (Section 3);
- National Board Certification Recognition, if any (Section 4); and/or
- 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. Teachers will be placed within one of the three categories for base salary: Step on Salary Grid, Off-Salary Grid Salary (If teacher in CPI + 1 group based upon 2014-18 CBA), or Retirement Track. A part-time teacher's overall salary will be prorated on the basis of the teacher's full-time equivalency ("FTE") percentage within their respective salary step.

- a. Salary Grid Placement: Teachers in salary bands during the 2023-2024 school year will be placed on a salary step for the 2024-2025 school year according to the Salary Grid attached as Appendix A. Teachers will move horizontally across the Salary Grid from year-to-year based upon their initial step placement and the annual percentage salary increase. Teachers will receive annual percentage salary increases of 5.0%, 3.0%, 3.0%, and 3.0% for the 2024-2025, 2025-2026, 2026-2027, and 2027-2028 school years, except for Off-Salary Grid (formerly CPI + 1) teachers who will receive the same percentage increases plus 1.0% and retiring teachers approved for 6.0% per year salary increases in accordance with Article XIX.A. A teacher who works less than one hundred twenty (120) days of paid services within a school year and/or less than a 0.5 FTE, shall remain on the same Step on the Salary Grid until such time as they qualify for horizontal movement.
- b. Off-Salary Grid Teacher: A teacher who was placed into the CPI+1 group during the 2014-2018 Collective Bargaining Agreement will remain in the Off-Salary Grid group for the duration of this agreement.
- c. Retirement Track: The Retirement Track applies to a teacher who is participating in the Retirement Enhancement Option set forth in Article XIX of the 2024-2028 Collective Bargaining Agreement.
- d. If a teacher is participating in the Retirement Enhancement Option, they will be eligible for Retention Recognition and National Board Teacher/Equivalent Recognition to the extent that those forms of recognition pay would not cause the teacher to receive a greater than 6% increase over the prior year's creditable earnings in violation of Article XIX.A.2.b or B.2.b of the 2024-2028 Collective Bargaining Agreement.
- e. New Hires

New Teachers shall be placed on the salary grid at the discretion of the Board, in accordance with Section XVI(A)(7)(g). The administration will use its best efforts to not place new hires on a higher salary step than a current teacher with equivalent years of teaching experience. Initial placement on a salary step for experience outside of District 97 shall be at the discretion of the Board, providing that it does not exceed the teacher's actual experience. Occupational therapists and physical therapists employed by the District shall be placed on the salary step commensurate with their education and experience.

2. EDUCATIONAL RECOGNITION

The second component of a teacher's overall salary is financial recognition for the teacher's educational preparation. Teachers receiving educational recognition shall be paid for each of the recognition categories

earned. For example, if a teacher who has two years of awarded service credit/credited experience and two Masters' Degrees, such teacher's educational recognitions will equal \$2,000 because \$1,000 (1st MA) + \$1,000 (2nd MA) = \$2,000. However, the teacher will only be paid for a maximum of one of each of the various educational recognition categories. For example, a teacher who has two years of awarded service credit/credited experience with two doctoral degrees shall only be paid \$2,000 total for the doctoral degree educational recognition category.

a. *Salary Grid Educational Recognition*

Teachers who are paid a Base Salary through the Salary Grid are eligible for all of the following educational recognition categories, if earned:

- Category 1: Master's Degree
- 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.

b. *Off-Salary Grid Educational Recognition*

Teachers who are paid a Base Salary through the Off-Salary Grid Group are eligible for all of the following educational recognition categories, if earned after the effective date of the 2014-2018 Agreement:

- 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.

Educational Recognition Amounts 2024-2028*

Years of service credit	category 1: MA	category 2: MA2**	category 3: DR
0-3 years	\$1,000	\$1,000	\$2,000
4-12 years	\$2,500	\$2,500	\$5,000
13+ years	\$3,750	\$3,750	\$7,500

**Education Recognition amounts are paid based upon awarded service credit/credited experience and approved qualifying category(ies).*

***Any teacher who received a Category 2 Educational Recognition Amount during the 2014-2018 Agreement remains eligible for the Category 2 Education Recognition. Teachers hired after ratification of the 2014-2018 Agreement must hold two Master's Degrees to receive the Category 2: 2nd Master's Degree educational recognition.*

3. **ISBE ENDORSEMENT RECOGNITION**

The third component of a teacher's overall salary includes financial recognition for additional ISBE endorsements earned after July 1, 2018. Teachers who earned ISBE endorsement recognition under the 2014-2018 Agreement will continue to receive previously granted ISBE endorsement recognition under this agreement.

For purposes of this Section, teachers who earn an Illinois State Board of Education pre-approved endorsement ("ISBE endorsement recognition") after July 1, 2018, 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.

All teachers are eligible for the ISBE endorsement recognition.

4. NATIONAL BOARD CERTIFICATION RECOGNITION

The fourth component of a teacher's overall salary is 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/equivalent certification recognition category is \$10,000 (or the amount for NBCT equivalencies) per year, provided the teacher makes an approved annual contribution to the District.

Absent an approved annual contribution per the contractual requirement, the teacher will receive a reduced recognition payment of \$5,000 (or one-half for NBCT equivalencies).

Please see section Article XVI, Section 6(h) for details on mid-year compensation process and payment amount.

National Board recognition payments will be made as set forth below.

Effective 2025-2026 school year, National Board/equivalent teachers with an approved annual contribution plan will receive their full stipend amount (see table below) distributed in equal amounts in their regular payroll throughout the year.

A teacher not on-track to complete their approved annual contribution plan will have their stipend discontinued after 50% of the stipend has been paid. If a staff member subsequently completes their approved annual contribution plan, the National Board/equivalent teacher will be paid the balance of the stipend amount in a lump sum no later than the final June payroll after completion of the school year.

To continue receiving this component of compensation, teachers must maintain active National Board/equivalent certification.

National Board Certification recognition pay is available to all teachers.

- The following programs are identified as “NBC Equivalent” for members of the OPTA who practice in different (non-teaching licensed) disciplines or fields. The NBC Equivalents and annual amount of financial recognition to be provided for an NBC Equivalent recognition will be as follows:
 - Any member of the OPTA with teacher licensure will be eligible for National Board Certification recognition as stated in Article XVI, Section A(4) of the 2024-2028 Collective Bargaining Agreement. Other NBC equivalencies for teachers shall not be identified.
 - The rules for preapproval of coursework and/or programs required for NBC Equivalent recognition coursework, reimbursement for such coursework and/or fees, deadlines for completing such coursework or programming, deadlines for submitting proof of completed coursework or programming shall follow Article XVI, Section A(6) of the 2024-2028 Collective Bargaining Agreement.

Area	Equivalency	Annual Amount
Speech and Language Pathologists	American Speech and Language Hearing Association – Certificate of Clinical Competence in Speech – Language Pathology	\$9,750
School Psychologists	National Association of School Psychologists – Nationally Certified School Psychologists	\$8,750
Social Workers	Association of Social Work Boards – Licensed Clinical Social Worker	\$8,000
Physical Therapists	The American Board of Physical Therapy Specialties – Pediatrics Specialist Certification	\$2,000
School Nurses	National Board for Certification of School Nurses – National Certified School Nurse	\$2,000
Occupational Therapists	National Board for Certification in Occupational Therapy	\$9,750
Board Certified Behavior Analysts	Behavior Analyst Certification Board	\$8,000

National Board and Equivalent Certified teachers will be expected to share their expertise by contributing to the District on an annual basis. Examples of such contributions are as follows:

- Facilitate professional development (such as Institute Day session),
- Serve as a building mentor to new staff,
- Engage in action research around a District initiative,
- Pilot new innovative practices.
- Serve on curricular committees,
- Pilot new resources for the District and provide feedback as requested,
- Serve as a cooperating teacher for student teachers,
- Design and lead parent workshops around student success in the classroom, or
- Support new National Board candidates.

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 five (5) years of continuous service as a permanent District 97 teacher. The teacher's first school year of employment must have commenced by January 1st to count as a year of service.

For each year of service over five (5) years, the teacher will receive an additional \$100 in overall salary. For example, in a teacher's 22nd year of service for the District, the teacher will be paid a \$1,700 retention recognition because $(22-5)*\$100=\$1,700$. The following year, in the teacher's 23rd year of service, the teacher would be paid a \$1,800 retention recognition because $(23-5)*\$100=\$1,800$.

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. All courses taken for educational recognition, ISBE endorsement recognition, and National Board Certification recognition and/or tuition reimbursement shall be submitted to the Human Resources Department in advance of enrollment for administrative approval. If the Human Resources Administrator 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 lead Human Resources Administrator, and two District 97 administrators appointed by the Superintendent. The two members of the OPTA who serve on the committee will not be compensated for their service on the committee.
- b. 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 \$2,000 annually. Social workers, speech/language pathologists, psychologists, occupational therapists, physical therapists, and school nurses shall be eligible to use the annual maximum \$2,000 in tuition reimbursement for preapproved workshops in addition to preapproved coursework as well as National Board equivalent. 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). Teachers will be responsible for the annual National Board Registration Fee. If the district sponsors a cohort for National Board Certification, teachers may participate at no cost to the teacher. If no District cohort is available, the teacher may apply for approval prior to joining a cohort in the area. If, for any reason, the teacher withdraws from a District or pre-approved cohort, the District will not pay a future cohort fee for that teacher.
- 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 Human Resources Administrator for special circumstances, such as cohort program requirements.

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 8th 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.

- e. 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. For teachers hired prior to ratification of the 2014-2018 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.
- f. To validate full year eligibility for additional compensation, 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 Human Resources Administrator no later than September 15th for retroactive pay to the first work day of the current school year. The Human Resources Administrator, via e-mail and/or interoffice mail, within two weeks of the September deadline will give notice of any discrepancies or missing information. Unless all discrepancies and/or missing information can be corrected by October 15th, the recognition change will not be considered until the next submission date.
- g. Payment for mid-year Educational Recognition, ISBE Endorsement Recognition or National Board Certification Recognition will be 50% of the annual recognition amount and will commence with the 14th paycheck of the school year (assuming 26 pays per year). 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 Human Resources Administrator no later than January 15th. The Human Resources Administrator, via e-mail and/or interoffice mail, within two weeks of the January deadlines will give notice of any discrepancies or missing information. Unless all discrepancies and/or missing information can be corrected by February 15th, 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.
- b. 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, they shall not be eligible for retention recognition.

B. FRINGE BENEFITS

1. The Board shall provide term life insurance for each full-time teacher 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.

2024-2025 Insurance Rates

HSA	Annual Cost	Board Share	Employee Share
Single	\$11,617.69	\$9,758.86	\$1,858.83
E+SP	\$22,561.58	\$17,598.03	\$4,963.55
E+CH	\$21,655.66	\$17,541.08	\$4,114.57
Family	\$33,505.85	\$18,093.16	\$15,412.69

HMO	Annual Cost	Board Share	Employee Share
Single	\$9,417.58	\$8,852.53	\$565.05
E+SP	\$18,844.39	\$17,525.28	\$1,319.11
E+CH	\$18,081.45	\$17,358.20	\$723.26
Family	\$27,978.99	\$21,823.62	\$6,155.38

PPO	Annual Cost	Board Share	Employee Share
Single	\$13,675.18	\$9,846.13	\$3,829.05
E+SP	\$27,459.80	\$18,123.47	\$9,336.33
E+CH	\$26,352.13	\$17,919.45	\$8,432.68
Family	\$40,766.01	\$24,051.95	\$16,714.06

2024-2028 Premium Contributions

HSA	Percentage BOE Share	Percentage Employee Share
Single	84%	16%
E+SP	78%	22%
E+CH	81%	19%
Family	54%	46%

HMO	Percentage BOE Share	Percentage Employee Share
Single	94%	6%
E+SP	93%	7%
E+CH	96%	4%
Family	78%	22%

PPO	Percentage BOE Share	Percentage Employee Share
Single	72%	28%
E+SP	66%	34%
E+CH	68%	32%
Family	59%	41%

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 prorated for any partial year and part-time employment. For example, if the Board share of the premium is \$100, then the 0.69 FTE teacher will receive \$69 from the Board toward the insurance plan under which they have coverage.

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. TRAVEL REIMBURSEMENT

1. 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 IRS Mileage reimbursement 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.

D. PAYROLL SCHEDULE OPTIONS

1. 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.

E. LICENSE RENEWAL

1. The Human Resources Administrator 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.
2. 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.

F. 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. 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 their prior year's creditable earnings.

<p>Example - if a teacher who earns \$60,000 contributes:</p> <ul style="list-style-type: none"> 1%/\$600 2%/\$1,200 3%/\$1,800 4%\$2,400 5%/\$3,000 	<p>The Board will contribute:</p> <ul style="list-style-type: none"> 0.5%/\$300 1%/\$600 1.5%/\$900 2%/\$1,200 2%/\$1,200
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G. LEADERSHIP ROLES

1. Purpose: The Board and the OPTA agree to establish 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 leadership positions, but are not limited to:

1. District-wide initiatives such as instructional technology, middle level education, management and analysis of student achievement data, and mentors.
 2. Curriculum implementation
 3. Special curriculum projects
2. Leadership Roles Committee: The parties agree to continue a Leadership Roles Committee consisting of two (2) OPTA members appointed by the OPTA Executive Board and three (3) members selected by the Superintendent. The primary responsibility of the committee will be to make recommendations to the Board of Education regarding leadership roles for each school year. The Leadership Roles Committee will meet at least twice per year. The first meeting shall occur in August to conduct a final review of recommended roles for the upcoming school year. The second meeting shall occur in the winter, no later than March 20th of each year, to establish role descriptions and stipends for the upcoming school year.

The work of the Leadership Roles Committee shall include the following:

- a. Developing 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 workday, with release time, or partially outside the teacher's workday and with partial release time.
 - b. Creating an annual application process.
 - c. Establishing 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.
 - d. Determining rules regarding the length of time a teacher may serve in the same leadership role and the maximum number of roles a teacher may hold simultaneously.
 - e. Developing recommendations for multi-year roles and staggering the transition of aforementioned roles.
 - f. Posting the roles internally for the upcoming school year will occur no later than the day after board approval.
 - g. Annually, a list of roles and the compensation for each shall be available on the District Intranet.
3. Payment Tiers: Roles will be paid by a defined tier and the assigned stipend will be divided and paid on a trimester basis:
- o Tier A - \$750
 - o Tier B - \$1,500
 - o Tier C - \$3,000
 - o Tier D - \$4,500
 - o Tier E - \$6,000

Non-Role Stipend				
	Middle School Library Supervision/Homework Help		\$1,000	The \$1,000 stipend is subject to the Principal's approval and is based on the expectation that supervision will be performed by the teacher one hour per day each week throughout the school year. There shall be no more than a \$12,000 annual allocation to each middle school. There

	Non-Role Stipend			
				shall be a limit on the number of stipends that may be paid to one individual.
	Project Lead the Way		\$1,500	The stipend for each PLTW teacher who attends trainings shall not exceed the \$1,500 annual allocation.

Attendance at Summer Retreat – If a teacher in a leadership role is not in attendance at the Summer Retreat, the teacher’s stipend will be docked 5% per day.

Instructional Coaches: At the elementary school level, as part of the instructional coach role, attendance at building level team meetings is required. The instructional coach shall receive flex time for additional hours beyond the teacher workday. At the middle school level, as part of the instructional coach role, attendance at the department meeting and team leader meeting is required. The instructional coach shall receive flex time for additional hours worked beyond the teacher workday. Summer work will be paid at the appropriate hourly rate.

H. SUPPLEMENTAL PAY

1. Sports

Extracurricular Stipends	
Stipend Activities	Annual Stipend
Basketball – Girls Junior Varsity	\$3,630
Basketball – Girls Varsity	\$3,630
Basketball – Boys Junior Varsity	\$3,630
Basketball – Boys Varsity	\$3,630
Cross Country – Girls	\$3,080
Cross Country – Boys	\$3,080
Volleyball – Girls Junior Varsity	\$3,630
Volleyball – Girls Varsity	\$3,630
Volleyball – Boys Junior Varsity	\$3,630
Volleyball – Boys Varsity	\$3,630
Track – Girls	\$ 3,080
Track – Boys	\$ 3,080
Wrestling	\$3,630
Ultimate Frisbee	\$3,080
Robotics	\$3,630 per season (full year is 2 seasons)
Special Olympics*	\$400 for 5 or less days. \$700 for 6 or more days.

*The number of coaches required for Special Olympics may fluctuate based on the individual needs of students participating.

No-cut sports (currently track, cross country, wrestling, and ultimate frisbee) shall be staffed with coaches based on the student enrollment during the second week of practice. For every twenty-five students, an additional coach will be added as provided below.

- 25 students: 1 additional coach
- 50 students: 2 additional coaches
- 75 students: 3 additional coaches
- 100 students: 4 additional coaches

Each building shall post extracurricular positions.

2. Scorekeeping Hourly Rate

Game Scorekeeper and Supervisor - Supervision rate

3. 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 by October 1st in the first year of the Agreement and March 1st thereafter 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 - \$1,320
- Meets 25 to 29 sessions during the year - \$1,100
- Meets 20 to 24 sessions during the year - \$880
- Meets 15 to 19 sessions during the year - \$660
- Meets 10 to 14 sessions during the year - \$440

A session is equal to one (1) hour of time. For example, two (2) sessions of thirty (30) minutes each are equal to one (1) session. The above annual stipend shall be paid to any teacher who supervises a Club, Activity, or Music Program. The administration shall develop a District process for the approval of new and continuing clubs. Teachers applying to sponsor or continue sponsorship of clubs shall submit an annual request that includes, at minimum, a club meeting schedule, the number of student participants, and the goal of the club. Compensation will be determined based on the rate per session listed above.

Established Clubs, Activities, & Music Stipends	
Math Team	\$1,650
Yearbook and Photography (Expectation role will be split by two people)	\$4,400
Middle School Concerts (Music, Band, Chorus)*	\$1,100
Middle School Art Festivals*	\$550
WORM Club	\$2,310
Speech Team	\$475 per event coached
Elementary Art	\$550
Elementary Music	\$825

**District 97 recognizes and values the work of our elementary art, music, choir teachers outside of the school day. A committee has completed work to further align the elementary art, music, choir programs and extra duty program calendar. The Board approved the recommendation during the 2019-2020 school year.*

4. Summer School

All stipends for summer school work will be paid within two pay periods following the completion of the summer programming. Subsequent summer roles and staffing will be determined on an annual basis by the administration based on student enrollment and program needs.

5. Non-Role Hourly Rates

Teachers performing non-role hourly extra-duty (outside the teacher's workday) shall be compensated at two different hourly rates of pay. Teachers performing non-role hourly extra-duty (outside the teacher's workday) service for supervision shall be compensated at a rate of \$33.00 per hour for the 2024-2025 school year, \$35.00 per hour for the 2025-2026 school year, \$36.00 per hour for the 2026-2027 school year, and \$37.00 per hour for the 2027-2028 school year. Teachers performing non-role hourly extra duty (outside the teacher's workday) service for curriculum work shall be compensated at a rate of \$35.00 for the 2024-2025 school year, \$37.00 per hour for the 2025-2026 school year, \$38.00 per hour for the 2026-2027 school year, and \$39.00 per hour for the 2027-2028 school year. The new hourly rates shall take effect for work performed beginning with the first work day of 2025-2026 school year.

Some examples of non-role hourly work include:

Supervision	Curricular
Lunch Supervision	Summer Curriculum Development
Morning/After School Supervision	Kindergarten Screening
Volleyball/Basketball Supervision	PKP Summer Screening
School Dance Supervision	Intervention
	Student Mentoring
	Home Tutoring
	Due Process Hearing
	Internal Substitution*
	Translation and Interpretation Services

*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.

6. Supervision Pay (Lunch Duty, Morning, and Afterschool)

Teachers who perform lunchroom, morning, and afterschool supervision are paid the supervision rate as set forth in Section 5. The hourly rate will be reported and paid in fifteen (15) minute increments. Timesheets will be submitted and paid at the end of each trimester of work. Such pay shall be distributed on regular pay dates.

7. Overnight Supervision

Overnight supervision shall be paid at the rate of \$150.00 per night.

ARTICLE XVII - Leaves

A. PAID LEAVES

1. 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 they meet the following service requirements:

<u>Years of Completed Service to the District</u>	<u>Normal Annual Allotment at the start of the following school year</u>
At least 4 years completed	15 days
At least 11 years completed	17 days
At least 18 years completed	19 days
At least 25 years completed	21 days

a. Sick Leave may be used for the following reasons:

- i. Personal illness or quarantine at home; or
- ii. Mental or behavioral health complications; or
- iii. Illness or death in the immediate family or household; or
- iv. For purposes of this section, "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; or
- v. Birth, adoption, placement for adoption, or the acceptance of a child in need of foster care.

- a. 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. Parental leaves shall be available in accordance with the terms of Section D of this Article and/or provisions of the Family Medical Leave Act.
- b. **Bereavement Leave**
 - i. Three (3) 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 Section a. iii. Any additional days of absence, which may be needed, will be counted as sick leave.
 - ii. In addition, teachers who qualify for Family Bereavement Leave Act (FBLA) leave are eligible to use up to ten (10) days of unpaid leave for bereavement leave as specified in the FBLA. To the extent a bereavement leave qualifies under the FBLA and this Agreement, the teacher will be deemed to have chosen to use the paid days under this Section concurrently with their FBLA leave.
 - iii. One (1) day 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 non-immediate family. Any additional days of absence, which may be needed, will be counted as sick leave.
- c. **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 no later than three (3) working days before taking a personal leave day; allowances 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 or last week of the school term unless approved by the Superintendent; reasons for requesting such leave must be in writing.
- d. **Religious Leave** - Teachers who have a religious observance on a regular workday may take up to five (5) days per school year as leave without charge to allotted sick days. Unused religious leave days shall not accumulate from year to year.
- e. **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 administrator, or the Superintendent. Professional days will not be charged to the allotted leave days.
- f. **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.
- g. **Exchange Teachers** - 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 their regular salary from their home board of education.
- h. **Sabbatical** - 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.
- i. The Friday following a conference day will require certified staff to be in attendance for one half day. Staff with a sick or personal day on that Friday will be counted as a full day.

B. FAMILY AND MEDICAL LEAVE ACT

A teacher who has been in the district at least one (1) year and who has worked at least 1,000 hours in the preceding twelve (12) 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 Human Resources Department at least thirty (30) days prior to the beginning of the planned absence or, in the case of emergencies, as soon as practicable.

A teacher may use accumulated sick leave during the FMLA period, provided that the sick leave runs concurrent with FMLA, and the total number of days used shall not exceed twelve (12) work weeks of leave.

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 during an FMLA leave, however any paid leave must run concurrent with the FMLA 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. PARENTAL/FMLA LEAVE

Teachers may elect one of two (2) options:

1. Short-term parental/FMLA leave [up to sixty (60) work days in accordance with FMLA]
 - a. An eligible teacher shall be granted fifteen (15) paid parental leave days from the Board. During a twelve (12) week short-term parental leave an eligible teacher can use a maximum of sixty (60) paid leave days, inclusive of any days said teacher has available. If a teacher plans to use more than (30) days of paid sick leave, the teacher must have a minimum sick leave balance of five (5) days upon return from leave.
 - i. Examples:
 1. Teacher has sixty (60) sick leave days available. They choose to take a sixty (60) day parental/FMLA leave. The teacher is granted fifteen (15) paid parental leave days from the Board and may use a maximum of forty-five (45) sick leave days for parental leave. The teacher returns to work with fifteen (15) sick leave days.
 2. Teacher has thirteen (13) sick leave days available. They choose to take a sixty (60) day FMLA leave. The teacher is granted fifteen (15) paid parental leave days from the Board and may use up to eight (8) sick leave days for parental leave. The teacher returns to work with five (5) sick leave days.
 3. Teacher has thirty-five (35) sick leave days available. They choose to take a sixty (60) day FMLA leave. The teacher is granted fifteen (15) paid parental leave days from the Board and may use a maximum of thirty (30) sick leave days for parental leave. The teacher returns to work with five (5) sick leave days.
 - b. A teacher may request a total of four (4) days of transition time with the assigned substitute to aide in continuation of instruction surrounding a leave of absence.
2. Long-term parental leave [greater than sixty (60) work days]

- a. A leave of absence shall be granted upon application to the Board to eligible teachers for the purpose of parental leave contiguous with the birth or adoption of a child, provided that the teacher gives the Human Resources Department prior, irrevocable notice in writing of the teacher's return-to-work date at the time the teacher applies for the leave.
- b. As provided in paragraph D1 above, during a twelve (12) week short-term parental/FMLA leave an eligible teacher can use a maximum of sixty (60) paid leave days, inclusive of any days the teacher has available. An eligible teacher may choose from one (1) of the options below:
 - ii. During the time a teacher is on unpaid long-term parental leave following FMLA, an eligible teacher shall receive \$5,000 per six (6) months up to a total of \$10,000 for one year to fund the Board share of health insurance coverage. Payment may not exceed the cost of the Board share for health insurance during the unpaid leave of absence.
 - iii. An eligible teacher shall be granted fifteen (15) paid parental leave days from the Board. These days shall run concurrently with FMLA leave. The teacher shall be responsible for the cost of the entire insurance premium during the time they are on unpaid leave following FMLA leave.
- c. If a teacher chooses to receive the fifteen (15) paid parental leave days from the Board provided in paragraph 2(a), the teacher may use up to a maximum of forty-five (45) sick leave days (if using more than thirty (30) days of paid sick leave), provided that they return to work with a minimum balance of five (5) days. These paid parental and sick leave days shall run concurrently with FMLA leave.
- d. If a teacher chooses to receive the allocation to be applied to the cost of health insurance premiums provided in paragraph 2.b(ii), the teacher may use up to sixty (60) sick leave days provided that they return to work with a minimum balance of five (5) days. These days shall run concurrently with FMLA leave.
- e. A long-term parental leave must terminate no later than the end of the second school year after the date on which the leave commences. If the teacher chooses to return prior to the end of the second school year after which the leave commences, they must return at the beginning of a trimester or the Monday following Winter Break. Teachers who receive a new group of students every trimester will not be eligible to return from an unpaid leave until the first day of the next trimester.
 - i. For example, if a teacher commences long-term parental leave in January 2019, the teacher may return at either the start of the 2019-20 school year **or** at the start of the 2nd trimester **or** at the start of the 3rd trimester.
- f. 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 sixty (60) days.
- g. A teacher may request a total of four (4) days of transition time with the assigned substitute to aid in continuity of instruction surrounding a leave of absence.

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 sixty (60) days.
- 2. Upon return from leave, a teacher shall be placed at the same salary level as they had when the teacher commenced the leave, without advancement for the time spent on the leave. A teacher who has had one hundred twenty (120) or more days of paid service, in the school year immediately preceding a leave, will advance one salary level upon return. (See Salary and Fringe Benefits, Article XVI, A.1.c.)

3. Except for a parental leave, written notice of a teacher's intent to return from a leave must be submitted to the Superintendent by January 31st 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.

G. SICK LEAVE BANK

PROVISIONS FOR USE:

1. Eligibility

Any teacher shall be entitled to draw from the bank, provided that all of the following conditions are met:

- a. The teacher has used all of their accumulated sick leave.
- b. A teacher or their immediate family member as defined in Section 24-6 of the School Code must incur or experience an acute, catastrophic, or prolonged illness or injury that is considered life-threatening or could result in a serious residual disability. Examples of acute or prolonged illness or injury which would qualify for drawing from the bank include:
 - i. A serious chronic or debilitating illness, impairment, injury, or physical/mental condition that involves high intensity or high frequency of treatment; or
 - ii. A long-term condition that is so serious that if not treated would likely result in an extended period of incapacity or death; or
 - iii. Emergency surgery.

Elective surgery does not qualify as personal illness for purposes of drawing from the sick leave bank.

- c. The teacher submits certification from a physician of theirs or of their immediate family member's acute, catastrophic, or prolonged illness or injury to substantiate their request to draw from the sick leave bank. Certification must be submitted on a OPTA-provided form, per Appendix [insert Letter].

2. Maximum Number of Days

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 maximum of sixty (60) days per school year may be used by any full-time teacher for any qualifying illness or injury. Such days of absence need not be continuous. Sick leave benefits for part-time teachers will be prorated accordingly.

3. Sick Leave Bank Funding

The Sick Leave Bank shall be funded through the following mechanisms:

- a. Each newly hired teacher shall donate one (1) day to the Bank.
- b. Donation by Retiring Teachers: Retiring teachers may donate any unused sick days to the Sick Leave Bank which have not been used for TRS service credit and for which they have not otherwise been compensated.
- c. Days donated may not be withdrawn and are recorded as consumed on the individual member's official District record of accumulated sick leave.
- d. The teacher shall not have to pay back in any manner the number of sick days withdrawn from the Bank.
- e. Should the number of days in the Bank fall below one-hundred eighty (180) days, each teacher shall contribute one (1) additional day.
- f. The Sick Leave Bank balance (i.e. number of unused Sick Leave Bank days) shall accumulate and carry over from year-to-year.

- g. Hardship Donations: Teachers may voluntarily donate sick days to the Sick Leave Bank for hardship cases, subject to the following limitations:
 - i. An individual teacher may not donate more than one (1) sick day per round of requests for hardship donations;
 - ii. Each hardship case is limited to two (2) rounds of requests for sick leave donations; and
 - iii. A teacher must have a minimum of five (5) accumulated sick leave days in order to donate to the Sick Leave Bank.
 - iv. Any teacher who wishes to donate in excess of the above limits may make that request to the Sick Leave Bank Committee.

4. Sick Leave Bank Committee

The Sick Leave Bank Committee shall be responsible for administering the Sick Leave Bank, which includes, but is not limited to:

- a. Making eligibility determinations;
- b. Determining the number of days granted to each applicant;
- c. Ensuring that days are granted in accordance with contractual guidelines.
- d. Collecting and allocating donated days for hardship cases.

All medical certifications and other documentation and information reviewed and discussed by the Sick Leave Bank Committee shall be considered confidential. Any decision rendered by the Sick Leave Bank Committee is final. A teacher may not appeal any decision by the Sick Leave Bank Committee. The Sick Leave Bank Committee shall inform the Human Resources Department regarding the number of sick leave days allocated to the Bank and granted to teachers by the Committee.

5. Sick Leave Bank Hold Harmless

The Association agrees to hold harmless, defend, and indemnify the Board, its members, employees and/or agents from and against any claims, grievances, causes of action, or liability resulting from the operation and administration of the Sick Leave Bank, including but not limited to, any claims based upon the Sick Leave Bank Committee's denial of a request for donated sick leave days. In the event that any claims, grievances, actions, or causes of action resulting from the operation and administration of the Sick Leave Bank are filed against the Board, its members, employees and/or agents, the Board, at the Association's expense, shall retain the exclusive right to select counsel to defend such claims, grievances, actions, or causes of action and/or to determine whether such claims, grievances, actions, or causes of action should be compromised or settled.

ARTICLE XVIII - Staff Reduction

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 a vacant teaching position 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 May 10th 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; 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.

ARTICLE XIX - Retirement

The Board hereby offers a Supplemental Early Retirement Plan for all certified staff members of the District in combination with the Illinois Teachers' Retirement System. A tiered system of retirement enhancement has been established based on years of service as a teacher in District 97.

A. RETIREMENT ENHANCEMENT FOR TEACHERS WITH AT LEAST 25 YEARS OF SERVICE AS A TEACHER IN DISTRICT 97:

1. Eligibility Requirements: Teachers who meet all of the eligibility requirements 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 twenty-five (25) years as a teacher immediately preceding their retirement. Leaves of absence will not count as a part of the 25-year requirement nor will they create an interruption in the 25-year requirement; and
 - b. The teacher must be eligible to retire under normal retirement with the Teachers' Retirement System (TRS) or with a reduced annuity for which the District is not subject to an "excess salary contribution" based upon a pre-retirement creditable earnings increase which exceeds the TRS 6.0% limit; 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 the year in which the teacher will begin to receive a retirement enhancement under this program (those teachers submitting notice during the 2024-25 school year must submit such notice no later than thirty (30) calendar days following ratification and approval of this Agreement by the Board of Education); 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 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-- No increase in TRS creditable earnings greater than 6% one (1) year prior.
 - Two (2) year Retirement Enhancement-- No increase in TRS creditable earnings greater than 6% two (2) years prior.
 - One (1) year Retirement Enhancement-- No increase in TRS creditable earnings greater than 6% three (3) years prior.

- 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 their irrevocable letter of intent to retire. (See Appendix C).

2. Retirement Enhancement

- a. In exchange for submitting an irrevocable letter of intent to retire and meeting the eligibility requirements of Article XIX, Section A1, the teacher will receive an increase of six percent (6%) over the prior year's base salary up to a maximum of four (4) years in lieu of the negotiated base salary increases. For this section only, base salary is inclusive of educational recognition.
- b. A teacher who retires under this program will not be able to earn more than six percent (6%) of the previous year's TRS creditable earnings, regardless of assignment, possible annual compensation increases, any changes in extra duties, 403(b) contributions or any other form of creditable earnings.
- c. Any teacher who initially submits an irrevocable 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" to TRS. If the early retirement causes the District to pay an "excess salary 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 C).

B. RETIREMENT ENHANCEMENT OPTION FOR TEACHERS WITH LESS THAN 25 YEARS OF SERVICE AS A TEACHER IN DISTRICT 97:

1. Eligibility Requirements: Teachers who meet all of the eligibility requirements 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 as a teacher immediately preceding their 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 under normal retirement with the Teachers' Retirement System (TRS) or with a reduced annuity for which the District is not subject to an "excess salary contribution" based upon a pre-retirement credible earnings increase which exceeds the TRS 6.0% limit; 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 the year in which the teacher will begin to receive a retirement enhancement under this program (those teachers submitting notice during the 2024-25 school year must submit such notice no later than thirty (30) calendar days following ratification and approval of this Agreement by the Board of Education); 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 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 – No increase in TRS creditable earnings greater than 6% one (1) year prior.
 - Two (2) year Retirement Enhancement – No increase in TRS creditable earnings greater than 6% two (2) years prior.
 - One (1) year Retirement Enhancement – No increase in TRS creditable earnings greater than 6% 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 their irrevocable letter of intent to retire. (See Appendix C).

2. Retirement Enhancement

- a. The Board will contribute up to \$3,000 per year into a 403(b) for up to the four years prior to the teacher's retirement as long as the contribution does not cause the District to make an "excess salary contribution" to TRS based upon a pre-retirement creditable earnings increase which exceeds the TRS 6.0% limit.
- b. A teacher who retires under this program will not be able to earn more than six percent (6%) of the previous year's TRS creditable earnings, regardless of assignment, possible increases resulting from the salary schedule, any changes in extra duties, 403(b) contributions or any 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" to TRS. If the early retirement causes the District to pay an "excess salary 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 C).

C. POST-RETIREMENT INSURANCE AND USE OF SICK LEAVE

- 1. Post-Retirement Insurance – Teachers will qualify for options a or b for post-retirement insurance.
 - a. For teachers with single medical coverage at the time of retirement and who have provided an irrevocable letter of retirement, the Board will make an annual contribution of \$7,500 for single medical insurance directly to the Illinois Teacher's Retirement Insurance Program (TRIP) for a maximum of four years or until the retiree reaches Medicare eligibility. The Board of Education maximum amount cannot exceed the cost of post-retirement medical coverage.
 - b. For teachers with dependent medical coverage at the time of retirement and who have provided an irrevocable letter of retirement, the Board will make an annual contribution of \$10,000 for dependent medical insurance directly to the Illinois Teacher's Retirement Insurance Program (TRIP) for a maximum of four years or until the retiree reaches Medicare eligibility. The Board of Education maximum amount cannot exceed the cost of post-retirement medical coverage.
- 2. Unused Accumulated Sick Leave – Teachers may choose option a or b or c for unused, accumulated sick leave.
 - a. Upon retirement from teaching, each teacher who will receive a retirement annuity from TRS shall receive as a retirement stipend \$25.00 times the number of accumulated unused earned sick leave days which exceed three hundred forty (340) days. Such stipend shall be paid after July 1st 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; or
 - b. Teachers who have accumulated more than three hundred forty (340) sick leave days may choose to forego payment for the days listed and may donate the unused days to the Sick Leave Bank (Article XVII.G); or
 - c. Any combination of a and b for the unencumbered sick leave days which exceed three hundred forty (340) days.
- 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.

D. CHANGES TO PENSION CODE

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.

ARTICLE XX - Partnership Agreement

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 and respectful relations among all partners. To address this need, and for the purpose of connecting history to the future, this long standing committee of the Education Council has been established.

B. EDUCATION COUNCIL

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

- providing parameters and goals to guide District 97 vision in our pursuit of continuous school improvement, including but not limited to student achievement, multicultural education, challenge, stakeholder involvement and communication, and technology.
- Addressing school improvement in a manner that seeks to provide input and feedback for current and proposed curricula, instructional strategies, and student assessment requirements (including benchmarks and data collection) to evoke recommendations to the administration that may lead to more effective implementation.
- Reflecting on the two previous points and aligning with forward-thinking perspective based on research and best practices for the betterment of student learning in a global world.

2. -6

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
- Two representatives from special education

Election shall take place by June 11th. Half of the Education Council members shall be elected each year to a two-year term. Members shall be compensated \$1,000 per year.

Even-numbered years

1. Hatch
2. Irving
3. Julian
4. Longfellow
5. Mann
6. Minority-at-large
7. Special Education

Odd-numbered years

1. Beye
2. Brooks
3. Holmes
4. Lincoln
5. Whittier
6. Minority-at-large
7. Special Education

Education Council Member Responsibilities

- Attend monthly meetings established by Superintendent/designee and OPTA leadership.
- If an OPTA member is not in attendance, a designee shall be appointed by the absentee.
- Taking minutes of all topics addressed within the meetings and forwarding approved minutes to all appropriate/necessary/identified interest holders within the District.
- Inviting, as needed, active committee OPTA members to report to the Education Council for informational purposes.
- Surveying pertinent parties for the implementation of those items mentioned in the purpose of the Education Council and report back to the Education Council with such data and information.
- Actively working with the principal prior to bringing an issue to Education Council.

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/designee 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 interest holders.

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 Principals from fulfilling their legal responsibilities.

ARTICLE XXI – Miscellaneous Provisions

- 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 their 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.

ARTICLE XXII- No Strike Provision

- A. 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.

ARTICLE XIII - Duration

This Agreement takes effect on the first day of the 2024-2025 school year and expires at the end of the day immediately before the beginning of the tenured teachers' school year in 2028-2029.

Dated this 7th day of August, 2025.

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

By: Chere Moore
President

OAK PARK TEACHERS ASSOCIATION

By: Stephanie Smith
President

OAK PARK TEACHERS ASSOCIATION

By: Debbie Tomales
President

APPENDIX A

OPTA Base Salary - SY25 Through SY28									
SY 23-24		SY 24-25		SY 25-26		SY 26-27		SY 27-28	
		5%		3%		3%		3%	
Band 23-24		24-25 Base*		25-26 Base		26-27 Base		27-28 Base	
		<i>**D Band reflects a negotiated adjustment before the percentage</i>						1- New \$58,000	
		1- New \$56,500		1- New \$57,000		1- New \$57,500		2 \$59,225	
A1	\$55,000	2	\$57,750	2	\$58,195	2	\$58,710	3	\$60,471
A2	\$56,925	3	\$59,771	3	\$59,483	3	\$59,941	4	\$61,739
A3	\$58,064	4	\$60,967	4	\$61,564	4	\$61,267	5	\$63,105
A4	\$59,399	5	\$62,369	5	\$62,796	5	\$63,411	6	\$65,314
B1	\$61,999	6	\$65,099	6	\$64,240	6	\$66,167	7	\$68,152
B2	\$64,530	7	\$67,757	7	\$67,052	7	\$69,063	8	\$71,135
-	\$67,476	8	\$70,850	8	\$69,789	8	\$71,883	9	\$74,039
-	\$70,422	9	\$73,943	9	\$72,975	9	\$75,165	10	\$77,419
B3	\$73,369	10	\$77,037	10	\$76,161	10	\$78,446	11	\$80,800
B4	\$74,885	11	\$78,629	11	\$79,349	11	\$81,729	12	\$84,181
C1	\$76,400	12	\$80,220	12	\$80,988	12	\$83,418	13	\$85,920
C2	\$77,915	13	\$81,811	13	\$82,627	13	\$85,105	14	\$87,659
C3	\$79,431	14	\$83,403	14	\$84,265	14	\$86,793	15	\$89,397
C4	\$80,946	15	\$84,993	15	\$85,905	15	\$88,482	16	\$91,136
D1	\$82,462	16	\$86,585	16	\$87,543	16	\$90,169	17	\$92,874
D2	\$83,977	17	\$88,176	17	\$89,183	17	\$91,858	18	\$94,614
D3	\$85,492	18	\$89,767	18	\$90,821	18	\$93,546	19	\$96,352
*D4-1	87,008			19	\$92,460	19	\$95,233	20	\$98,090
*D4-2	\$87,070	19**	\$92,165	20	\$94,930	21	\$97,778	21	\$100,711
*D4-3	\$87,102								
D4-4	\$87,102	20**	\$92,932	21	\$95,720	22	\$98,592	22	\$101,550
D4-5	\$87,161	21**	\$93,732	22	\$96,544	23	\$99,441	23	\$102,424
D5	\$88,847	22**	\$96,240	23	\$99,127	24	\$102,101	24	\$105,164
								25	\$108,000

*D4-1 through D4-3 become a single new step.

Previous CPI+1 teachers are Off-Salary Grid during this agreement and will receive the bargained rate plus 1%.

APPENDIX B

OPTA Components of Compensation - SY25 Through SY28

Total Salary = Component 1 + Component 2 + Component 3 + Component 4 + Component 5

Component 1 = Base Salary											
SY 23-24		SY 24-25			SY 25-26		SY 26-27		SY 27-28		
Band 23-24 Base		24-25 Base*			25-26 Base		26-27 Base		27-28 Base		
		****D Band reflects a negotiated adjustment before the percentage increase was applied.							1- New \$58,000		
		1- New \$56,500			1- New \$57,000		1- New \$57,500		2 \$59,225		
A1	\$55,000	2	\$57,750	2	\$58,195	2	\$58,710	2	\$59,941	3	\$60,471
A2	\$56,925	3	\$59,771	3	\$59,483	3	\$59,941	3	\$61,267	4	\$61,739
A3	\$58,064	4	\$60,967	4	\$61,564	4	\$61,267	4	\$63,411	5	\$63,105
A4	\$59,399	5	\$62,369	5	\$62,796	5	\$62,796	5	\$64,680	6	\$65,314
B1	\$61,999	6	\$65,099	6	\$64,240	6	\$66,167	6	\$66,167	7	\$66,621
B2	\$64,530	7	\$67,757	7	\$67,052	7	\$69,063	7	\$69,063	8	\$68,152
-	\$67,476	8	\$70,850	8	\$69,789	8	\$71,883	8	\$71,883	9	\$71,135
-	\$70,422	9	\$73,943	9	\$72,975	9	\$75,165	9	\$75,165	10	\$74,039
B3	\$73,369	10	\$77,037	10	\$76,161	10	\$78,446	10	\$78,446	11	\$77,419
B4	\$74,885	11	\$78,629	11	\$79,349	11	\$81,729	11	\$81,729	12	\$80,800
C1	\$76,400	12	\$80,220	12	\$80,988	12	\$83,418	12	\$83,418	13	\$84,181
C2	\$77,915	13	\$81,811	13	\$82,627	13	\$85,105	13	\$85,105	14	\$85,920
C3	\$79,431	14	\$83,403	14	\$84,265	14	\$86,793	14	\$86,793	15	\$87,659
C4	\$80,946	15	\$84,993	15	\$85,905	15	\$88,482	15	\$88,482	16	\$89,397
D1	\$82,462	16	\$86,585	16	\$87,543	16	\$90,169	16	\$90,169	17	\$91,136
D2	\$83,977	17	\$88,176	17	\$89,183	17	\$91,858	17	\$91,858	18	\$92,874
D3	\$85,492	18	\$89,767	18	\$90,821	18	\$93,546	18	\$93,546	19	\$94,614
*D4-1	\$87,008			19	\$92,460	19	\$95,233	19	\$95,233	20	\$96,352
*D4-2	\$87,070	19**	\$92,165	20	\$94,930	20	\$97,778	20	\$97,778	21	\$98,090
*D4-3	\$87,102			21	\$95,720	21	\$98,592	21	\$98,592	22	\$99,233
D4-4	\$87,102	20**	\$92,932	22	\$96,544	22	\$99,441	22	\$99,441	23	\$100,711
D4-5 & D4-6	\$87,161	21**	\$93,732	23	\$99,127	23	\$102,101	23	\$102,101	24	\$101,550
D5	\$88,847	22**	\$96,240	24	\$99,127	24	\$102,101	24	\$102,101	25	\$102,424
				25	\$99,127	25	\$102,101	25	\$102,101	26	\$105,164

Component 5 = Retention Recognition	
Years of D97 Service	Amount
6	\$100
7	\$200
8	\$300
9	\$400
10	\$500
11	\$600
12	\$700
13	\$800
14	\$900
15	\$1,000
16	\$1,100
17	\$1,200
18	\$1,300
19	\$1,400
20	\$1,500
21	\$1,600
22	\$1,700
23	\$1,800
24	\$1,900
25	\$2,000
26	\$2,100
27	\$2,200
28	\$2,300
29	\$2,400
30	\$2,500
31	\$2,600
32	\$2,700
33	\$2,800
34	\$2,900
35	\$3,000

*D4-1 through D4-3 become a single new step.
 Previous CPI+1 teachers are Off-Salary Grid during this agreement and will receive the bargained rate plus 1%.

Component 2 = Education Rec			
Education Recognition Amounts*			
Years of awarded service credit	category 1: MA	category 2: MA2	category 3: DR
0-3 years	\$1,000	\$1,000	\$2,000
4-12 years	\$2,500	\$2,500	\$5,000
13+ years	\$3,750	\$3,750	\$7,500

*See ARTICLE XVI Section 2 for calculation.

Component 3 = ISBE Endorsement Rec	
ISBE Endorsement Recognition	
Number of Endorsements	Amount
One ISBE Endorsement	\$500.00
Two ISBE Endorsements	\$1,000

Component 4 = National Board/Equivalents	
National Board Certification or Equivalents	Amount*
National Board Certification (Teacher)	\$10,000
National Board Certification (Speech & Lang Path)	\$9,750
National Board Certification (School Psychologist)	\$8,750
National Board Certification (Social Worker)	\$8,000
National Board Certification (Physical Therapists)	\$2,000
National Board Certification (School Nurses)	\$2,000
National Board Certification (Occupational Therapists)	\$9,750
National Board Certification (Board Certified Behavior Analyst)	\$8,000

*See ARTICLE XVI Section 4 for payment.

APPENDIX C

Oak Park Elementary School District 97
Retirement Enhancement Option Promissory Note

Employee Name:

Employee ID:

Date

Date of intended retirement:

I have requested to participate in the Retirement Enhancement Option ("Option") as outlined in Article XIX of the 2024-2028 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. 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" to TRS. If my early retirement causes the District to pay an "excess salary 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 Human Resources 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 D
EVALUATION PROCESS – NON-TENURE

Evaluator Assigned	Teacher Meeting All Years	First Formal Observation Year 1, 2, 3	Second Formal Observation Year 1, 2, 3	Third Observation (formal or informal) Year 1, 2, 3	Summative Evaluation Conference Year 1 & 2	Summative Evaluation Conference Year 3	Submittal	End of Year Notice
<ul style="list-style-type: none"> Assign Evaluator Coordinate with other schools to determine evaluator for traveling teacher 	<ul style="list-style-type: none"> Identify Supervisor Outline Procedures, Standards & Instrument Provide Job Description 	<ul style="list-style-type: none"> Pre-Conference (1-5 days prior to observation) Observation (minimum 30 minutes) Post-conference (within 10 days of observation) Copy to Employee Notify HR of Individual Concerns 	<ul style="list-style-type: none"> Pre-conference (1-5 days prior) Observation (minimum 30 minutes) Post-conference (within 10 days of observation) Copy to Employee Notify HR of Individual Concerns 	<p>If formal:</p> <ul style="list-style-type: none"> Pre-conference (1-5 days prior) Observation (minimum 30 minutes) Post-conference (within 10 days of observation) Copy to Employee Notify HR of Individual Concerns <p>If informal:</p> <ul style="list-style-type: none"> Post-observation feedback (oral or written) Opportunity for in-person discussion if written feedback 	<ul style="list-style-type: none"> Meet with teacher Provide completed Summative Evaluation Indicate rehire or release 	<ul style="list-style-type: none"> Meet with teacher Provide completed Summative Evaluation Indicate tenure release 	<ul style="list-style-type: none"> Submit to HR Office Rehire or Release list 	<ul style="list-style-type: none"> Report to Superintendent Association Notification Board Action
On or before the first day of student attendance	By the end of the third week of the school year	End of First Trimester	By the End of January	Any time 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
<p>Forms:</p> <ul style="list-style-type: none"> List of Non Tenure Teachers —by School 	<p>Forms:</p> <ul style="list-style-type: none"> Provide resources on research-based framework for professional practice Provide self-reflection/evidence forms Provide resources on the use of applicable teacher evaluation software Provide examples of Student Learning Objectives Provide templates for lesson planning Standards Timelines Evaluation Instruments 	<p>Forms:</p> <ul style="list-style-type: none"> Evaluation Instruments 	<p>Forms:</p> <ul style="list-style-type: none"> Evaluation Instruments 	<p>Forms:</p> <ul style="list-style-type: none"> Evaluation Instruments 	<p>Forms:</p> <ul style="list-style-type: none"> Summative Evaluation Form 	<p>Forms:</p> <ul style="list-style-type: none"> Summative Evaluation Form 	<ul style="list-style-type: none"> Summative Evaluation Form Rehire list Release list 	<ul style="list-style-type: none"> List of Non-Renewal Recommendations Tenure Recommendation Probationary Lists Personnel Action

APPENDIX D – Page 2
TRADITIONAL EVALUATION PROCESS – TENURE

Cycle Assigned	Teacher Meeting	Formative Observation	Summative Evaluation	3 Year Cycle Assignment	Tenured Teacher Professional Development Plan	Tenured Teacher Remediation
<ul style="list-style-type: none"> • Evaluator Assigned • Coordinate with other schools to determine evaluator for travelling teacher 	<ul style="list-style-type: none"> • Identify Supervisor • Outline Procedures, Standards & Instrument • Provide Job Description 	<ul style="list-style-type: none"> • Pre-Conference (1-5 days prior to observation) • Observation (minimum 30 minutes) • Post-conference (within 10 days of observation) • Copy to Employee • May have more than one formative observation • Notify HR of Individual Concerns 	<ul style="list-style-type: none"> • Conference • Provide completed summative evaluation form • Notify HR of Individual Concerns 	<ul style="list-style-type: none"> • Record completed evaluation • Notify teacher if not on 3-year cycle 	<ul style="list-style-type: none"> • Overall needs improvement rating • Needs improvement performance issues as determined by the Administrator 	<ul style="list-style-type: none"> • Overall unsatisfactory rating • Unsatisfactory performance issues as determined by the Administrator
On or before the first day of student attendance	By the end of the third week of the school year	By the last day of March	By the second week in April	By the end of the school year	Duration to be determined by the evaluator in cooperation with the teacher.	90 day ISBE plan
Administrator HR	Administrator	Administrator HR	Administrator HR	Administrator HR	Administrator Teacher HR	Administrator Teacher OPTA HR
<p>Forms:</p> <ul style="list-style-type: none"> • Tenure List 	<p>Forms:</p> <ul style="list-style-type: none"> • Provide resources on research-based framework for professional practice • Provide self-reflection/evidence forms • Provide resources on the use of applicable teacher evaluation software • Provide examples of Student Learning Objectives • Provide templates for lesson planning • Standards • Timelines • Evaluation Instruments 	<p>Forms:</p> <ul style="list-style-type: none"> • Evaluation Instruments 	<p>Forms:</p> <ul style="list-style-type: none"> • Summative Evaluation Form 	<p>Forms:</p> <ul style="list-style-type: none"> • Summative Evaluation Form • Teacher Response 	<p>Forms:</p> <ul style="list-style-type: none"> • Professional Development Plan • Summative Evaluation Form • Professional Standards for Teaching 	<p>Forms:</p> <ul style="list-style-type: none"> • Formal ISBE Improvement Plan • Summative Evaluation Form • Professional Standards for Teaching