

2020-2024

CONTRACT AGREEMENT

BETWEEN

ODELL DISTRICT #435

AND

ODELL COUNCIL, AFT LOCAL 604

ARTICLE I - RECOGNITION AND REPRESENTATION

1.1 PARTIES TO THE AGREEMENT

This agreement is between the Board of Education of Odell School District 435, Livingston County, Illinois, hereinafter referred to as the "Board" and the Odell Council, American Federation of Teachers-Local 604, IFT/AFT, AFL-CIO, hereinafter referred to as the "Union".

1.2 RECOGNITION

For the purpose of collective bargaining with respect to wages, hours, and terms and conditions of employment, the Board recognizes the Union as the sole and exclusive representative for all certified employees hereinafter referred to as "Certified employees."

1.3 VALIDITY

Should any article, section, or clause of this Agreement be declared illegal by court of competent jurisdiction, then that part shall be deleted to the extent that it violates the law, and the remaining articles, sections, and clauses shall remain in effect.

1.4 SCHOOL CODE RIGHTS

Nothing contained herein shall be construed to deny the Board of Education their rights under the Illinois School Code.

1.5 EQUAL RESPONSIBILITY

The Union and the Board acknowledge that the terms contained in this Agreement are the results of full, frank and arms-length negotiations between the parties. Accordingly, the Union and the Board assume equal responsibility for the inclusion of each and every provision in this Agreement.

The Union and the Board agree to co-indemnify the other and their officers, agents and employees against any and all claims, demands, suits and judgments (including the costs of the defense associated with same) arising from any claim that any of the provisions of this Agreement violates any federal, state or local laws, rules or regulations.

ARTICLE II - BOARD UNION RELATIONS

2.1 USE OF FACILITIES AND EQUIPMENT

The Union may hold meetings 15 minutes prior to the start of classes or 20 minutes after dismissal on the District property upon approval of the building administrator. The Union shall have the right to use District Audio-visual equipment upon approval of the building administrator. The Union shall have the right to use employees' mail boxes and bulletin boards in the teacher lounge.

2.2 INFORMATION TO THE UNION

The Board shall make available a copy, upon request, to the Union, the following documents and kinds of information as listed:

- a) Board agenda
- b) Official minutes of the Board minutes
- c) Monthly budget summaries
- d) Individual school policy manuals and revisions
- e) Board policy manual
- f) Annual auditor's report and management letter
- g) Current fiscal year budget

In addition, the Union President shall be provided with a complete list of the following information for all employees in the bargaining unit within ten (10) days of the start of the school year and within ten (10) days from the date of a new hire: name, address, job title, date of hire, worksite location, employee identification number, work telephone number, work email address, personal home or cellular phone number and personal email address. The list should be in Excel format (or equivalent).

The Union shall be notified as soon as practicable of the Board's receipt of a Freedom of Information Act (FOIA) request that asks for information about any bargaining unit member. In response to any such outside request, the Board shall not divulge any of the following employee information: home address (including zip code and county), date of birth, home/personal phone number, personal email address, any information related to membership status in a labor organization or name(s) of such organization(s), whether or not an employee has authorized the payment of dues or moneys to such an organization, the amounts of any such dues or moneys, and emails or other communications between a labor organization and its members. The Board shall provide the Union with a copy of any response to any such FOIA request within five (5) business days of sending the response.

2.3 DUES CHECK OFF

The board shall deduct from the regular paycheck of each Certified employee, from whom it receives written authorization to do so, the required amount of Union dues. The dues and a list of employees from whom the dues have been deducted and the amount deducted from each shall be forwarded to the proper Union officer no later than ten (10) days after such deductions are made. Deductions shall continue unless and until the authorization is withdrawn by the Certified employee by written notice, in accordance with the terms under which an employee voluntarily authorized said deductions. Dues revocations are processed by the Union. In the event that an employee revokes his or her dues in accordance with the terms in which he or she authorized the dues deductions, the Union will notify the employer after the close of the revocation window.

The Union shall indemnify and hold harmless the Board, its members, officers, agents, and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability that shall arise out of complying with the above provisions of this article, or in reliance on any list, notice, certification, affidavit, or reassignment furnished under any such provision.

2.4 RIGHT TO REPRESENTATION

The Union agrees to represent equally and without prejudice all members of the bargaining unit for purposes of negotiations with the Board concerning terms and conditions of their employment.

ARTICLE III - BOARD RIGHTS

3.1 MANAGEMENT RIGHTS

The Board retains and reserves unto itself all powers not specifically limited by this agreement.

ARTICLE IV - UNION NO-STRIKE PROMISE

4.1 The union agrees that there shall be no strike, withholding of services, or other refusal to render full and complete service to the Board during the term of this Agreement.

ARTICLE V - CONDITIONS OF EMPLOYMENT

5.1 SCHOOL YEAR AND CALENDAR

The school year for all teachers shall consist of 176 pupil attendance days and four institute days. Although the school calendar must provide for 185 days, sufficient holidays will be given, unless required for emergency closing, to insure that the total of 180 days will not be exceeded. A Union Calendar Committee may submit suggestions to the administration to determine the tentative calendar to be submitted by the administration to the Board for consideration.

5.2 WORK-DAY

The work-day for Certified employees shall begin at 7:40 a.m. and shall end at 3:15 p.m. (3:10 p.m. on Fridays). The Certified employee work-day shall include a duty free lunch period of no less than thirty (30) minutes. Teachers will be granted at least thirty minutes per day as planning time. The District may schedule non-compensated teacher meetings beyond the work day, limited to two times monthly. Such meetings will begin no later than 3:10 p.m. and end no later than 3:55 p.m., except in cases of an emergency. The Administration will provide at least one week notice of said meetings except in cases of an emergency. Additional meetings outside of the work day may be scheduled, but teachers will be compensated at the rate of \$30 per hour for such meetings. The same rate shall apply to meetings outside of the workday required of individual teachers or groups of teachers, such as, but not limited to IEP meetings.

5.3 GRADES

The responsibility and prerogative for assigning grades rests with the classroom teacher. The administration shall not change any grade recorded by a teacher without written notice to said teacher and written notice to the parent indicating that the grade was assigned by the administration.

5.4 FACULTY ROOM

The school shall provide clean, attractive, and comfortable faculty rooms for staff use to the extent possible.

5.5 SUBSTITUTING

Every effort will be made to secure qualified substitute teachers to assume the regular duties of Certified employees in their absence. Should it be necessary for a certified employee to teach, supervise, or perform administrative duties during his/her planning period due to the unavailability of a substitute teacher, such Certified employee shall be compensated at the following rates: \$24.00 for the 2020-21 school year with additional fifty cent (50¢) increases in each subsequent year of the Agreement.

5.6 ACADEMIC FREEDOM

The Board of Education recognizes the right of academic freedom in the teaching process; however, along with this freedom are responsibilities of the teacher to present material in a reasonable manner to the extent allowable by law.

5.7 CURRICULUM

As a faculty, we must ever be aware of the need to revise our curriculum and keep it in line with the development of educational research. One of the primary principles of curricular revision is that a faculty must be composed of child-centered persons rather than mere subject specialist. To become student-centered, a faculty should be ever concerned with the objectives of the school, interested in diagnostic procedures to find out where pupils are, interested in improving teaching methods to be in line with the objectives of the school, and continually interested in evaluation procedures of the school.

- A. The committee shall consist of two Certified employees, appointed by the Union, and the administration. The Union President shall be an ex-officio member of the committee.
- B. The committee shall meet on a regular basis and will report to the administration recommendations for consideration. The administration may submit these recommendations to the Board of Education for their consideration and/or action.
- C. The committee must follow the same chain of command as any other committee or employee of the district.
- D. The committee shall consider curriculum, articulation, textbook selection, and matters pertaining to instruction. Recommendations of this committee will be reported to the administration of the district.
- E. The committee shall establish its own rules of procedure, and time of meetings must be approved by the administration.
- F. All In-service training programs of the district must involve teacher input, school service personnel input, and administrator input. Section 3-11 of the Illinois School Code provides that district providing In-service training programs shall constitute and In-service

committee, 1/2 of which shall be teachers, 1/4 school service personnel, and 1/4 administrators to establish program content and establish schedules. This committee will recommend these In-service training programs to the Board of Education for their action.

5.8 CERTIFIED EMPLOYEE EVALUATION PLAN

The Plan and instrument are set forth in Appendix D. Changes to the Plan and/or Instrument in compliance with Illinois School Code, Section 5/24A shall be agreed to by the Board and the Union.

5.9 PERSONNEL FILES

The Board of Education shall comply with the rules and regulation contained in the Illinois Personnel Record Review Act, 820 ILCS 40/0.01 et seq., does the following:

1. Describes information that may not be maintained in the employee's personnel record.
2. Provides that information that is not in the employee's record may not be used against the employee in a judicial or administrative hearing (such as for dismissal).
3. Requires the employer to allow an employee to inspect and copy the contents of his or her personnel records within seven (7) working days of a written request.
4. Establishes a procedure enabling the employee to correct, remove, or explain information contained in the record.
5. Exempts certain types of documents from employee inspection.
6. Prohibits divulging certain types of information to third parties.
Provides procedures for divulging certain other types.
7. Unless a prior meeting takes place between the teacher and superintendent, no information regarding any criticism arising from the Reconsideration of Practice procedure, which shall be part of the handbook, shall be entered in the teacher's file, and said criticism shall have no weight in the teachers final written evaluation.

In addition to the rules, regulations and rights contained in the *IL Pers. Rec. Review Act*, no material, originating after July 1, 2005, derogatory to an employee's conduct, service, character, or personality shall be placed in his/her file unless the employee receives a copy of said material and notification that said material is being placed in his/her file.

5.10 ASSIGNMENTS, REASSIGNMENTS, AND SENIORITY

These items are covered by the Illinois School Code in the following Sections:

1. Section 24-11 Contractual Continued Service
2. Section 24-12 Removal and/or Dismissal of Teachers in Contractual Continued Service
3. Section 24-12.1 Rights of Recalled Teachers

5.11 SUSPENSION OR DISCHARGE

A faculty member shall be suspended or discharged from service for legal cause or other sufficient cause as set forth in the Illinois School Code of Illinois and in a manner prescribed by law.

5.12 SUMMER SCHOOL

This employment agreement continues for the legal school term plus the term for any summer school position which may be assigned to a teacher by the Board of Education and accepted by the teacher. The employee must be a legally certified teacher and will be paid in such installments as the employer may deem appropriate, at least as often as monthly. The rates of pay for summer school shall be:

2020-21	\$30 per hour
2021-22	\$32 per hour
2022-23	\$34 per hour
2023-24	\$36 per hour

ARTICLE VI - GRIEVANCE PROCEDURE

6.1 SCOPE OF GRIEVANCE

A Grievance shall be defined as a claim by a member of the bargaining unit of a violation of any provision of this Agreement.

6.2 PROCEDURE

A. Stage One

The Certified employee shall attempt to resolve any potential grievance in an informal discussion with his or her administrator within ten (10) school days from the time the employee became aware of the occurrence of the first event giving rise to alleged violation of this Agreement. The administrator shall respond orally within (10) school days of the informal discussion.

B. Stage Two

If the grievance cannot be resolved at Stage One, the employee shall file a written statement of the grievance with his or her administrator. Such written statement of grievance shall be filed within ten (10) school days of the receipt of the oral response of the attendance center principal and shall contain a statement of the factual basis of the grievance and the section or sections of the Agreement which are alleged to have been violated. The administrator shall respond in writing within ten (10) school days of receipt of the written grievance.

C. Stage Three

If the grievance is not satisfactorily resolved at Stage Two, the Union shall submit to the Administration, within twenty (20) school days of receipt of the answer in Stage Two, a written request on behalf of the grievant to enter into binding arbitration.

Arbitration proceedings shall be conducted by an arbitrator to be selected from a roster of arbitrators provided by the American Arbitration Association. Within seven (7) days after the Union requests binding arbitration, the two parties will request that the American Arbitration Association provide a panel of seven arbitrators. Each of the two parties will alternately strike one name at a time from the panel until one name shall remain. Expenses for the arbitrator's services will be borne equally by the District and the Union.

The arbitrator's decision shall be binding on all parties. The arbitrator shall not amend or modify any of the provisions of this Agreement. The arbitrator's authority shall be strictly limited to deciding only the issue or issues presented to the arbitrator in writing by the school district and the Union and shall be based solely on the wording of this Agreement. The arbitrator shall be limited to directing the parties to comply with the terms of this Agreement.

The Board acknowledges the right of the Certified employee to request the Union's grievance representative to be present at State II and III of the grievance procedure.

The Board acknowledges the right of the following persons or organization to file a grievance:

1. A Certified employee in his or her own behalf;
2. A certified employee accompanied by a Union Representative at Stage II and above of the grievance procedure;
3. Through an organization representative at Stage II of the grievance procedure, if the Certified employee so requests.

ARTICLE VII - LEAVES OF ABSENCE

7.1 SICK LEAVE

During the first four (4) years of employment with the district, each Certified employee shall be entitled to twelve (12) days of sick leave each year without loss of pay. Thereafter, the number of sick days shall be increased based on years of service as shown in Chart A below. The sick days earned in a year shall be proportioned to the percentage of time employed to work that particular year. For example, if teacher A is employed to work 50% of the year (2 1/2 days out of 5 days per week or half of each school day) this teacher will get for that year 50% of the 12 sick days during the first four years of employment. Any fraction of a day will be increased to the next higher half (0.5) number. Sick leave not used in the year of service for which it was granted shall accumulate to three hundred forty (340) days. Teachers who have accumulated the maximum of three hundred and forty (340) days shall continue to receive the annual normal allotment based on years of service, per Chart A, below.

Chart A

Years	Sick Days
1-4	12
5-10	13
11-15	14
16+	15

Certified Employees who work half days and are absent shall be charged half a sick day. In addition, a half day absence is limited to 7:45 a.m. – 11:30 a.m. or 11:30 a.m. – 3:20 p.m. Any absences which exceed these half day increments shall be considered a full-day absence.

Certified Employees who use no sick days, with the exception of the use of sick leave for bereavement as provided in Section 7.3, Bereavement Leave, and no more than one personal day in a school year shall receive a bonus of \$850 per year.

7.2 PERSONAL LEAVE

Each Certified Employee shall be entitled to two (2) days of personal business or emergency leave per year without loss of pay or deduction in sick leave. Notice of personal leave shall be given as far in advance as possible to the administration. Unused personal leave days may accumulate up to a total number of five (5) days, after which additional unused personal days roll over into accumulated sick days.

7.3 BEREAVEMENT LEAVE

Each Certified Employee shall be entitled to up to five (5) days of bereavement leave without loss of pay or deduction in sick or personal leave per occurrence of the death of a family member as defined in the Illinois School Code and up to three (3) additional days per year for the loss of a member of the extended family beyond the School Code definition. Sick leave may be used when additional time is needed and bereavement leave is exhausted. Use of bereavement leave and use of sick leave for bereavement as provided for in this Section shall not count against the Employee's eligibility to receive the attendance bonus provided for in Section 7.1, Sick Leave.

7.4 CONFERENCES, CONVENTIONS, AND PROFESSIONAL MEETINGS

The Board recognizes the value of professional meetings and, providing advance approval by the Superintendent, shall authorize, with pay, Certified employees to attend such meetings.

- A. Certified employees may attend two (2) per year, not to exceed three (3) total days professional meetings in their major teaching area with approval of the administration.
- B. Coaches allowed one (1) day per year for clinics or workshops in their coaching area.

- C. A maximum of \$200.00 will be reimbursed for expenses incurred for such items as registration, lodging, and food. In addition, mileage will be reimbursed at the current IRS rate. This excludes those expenses covered by the Professional Development Grant, which will be monitored by administration.
- D. Requests for approval must be submitted in writing at least two (2) weeks prior to the meetings or workshop. Receipts must be submitted upon return.
- E. Conferences and/or professional meeting paid by some group or agency other than the local school district will be allowed subject to the approval by the administration.
- F. A written summary of the conference will be given to administration within 2 weeks of attending the conference.

7.5 PARENTAL LEAVE

An employee shall be granted an unpaid parental leave not to exceed one (1) school year. The employee shall notify the Superintendent of the anticipated date that the leave will begin at least three (3) months prior to such date. Every effort will be made to have such leave terminated immediately prior to the beginning of a new school term or semester or after the winter recess. If an employee requests a parental leave for one full year and is granted this leave, as a condition thereof, the Certified Employee shall advise the administration in writing no later than ten days prior to the March Board meeting, prior to the termination of such leave, of his/her intent to return to employment. If the parental leave is for one semester, the Certified Employee must advise the administration in writing no less than 60 days prior to the date the next semester starts. Failure to advise the administration by the above dates of the intent to return shall be conclusively treated as an election not to return to employment and as an absolute resignation from the District, and no action shall lie against the Board therefore. A copy of this section shall be given to each Certified Employee, when the Certified Employee is notified that he/she has been granted parental leave.

7.6 OTHER LEAVES OF ABSENCE

Upon the recommendation of the administrator and/or his/her designee, leave of absence for an extended period of time may be granted by the Board. Any Certified employee desiring a leave of absence without pay must submit to the administration an application in writing.

7.7 INTENT TO RETURN

In all instances where a teacher is granted a one full year unpaid leave, as a condition thereof, the Certified employee shall advise the administration in writing no later than ten (10) days prior to the March Board meeting, prior to the termination of such leave, of his/her intent to return to employment. If the unpaid leave is for one semester, the teacher must advise the administration in writing no less than 60 days prior to the date the next semester starts. Failure to advise the administration by the above dates of the intent to return shall be conclusively treated as an election not to return to employment and as an absolute resignation from the District, and no action shall lie against the Board therefore.

A copy of this section shall be given to each Certified Employee, when the Certified employee is notified that he/she has been granted an unpaid leave.

7.8 SICK LEAVE POOL

The sick leave pool is a voluntary bank of union members' sick leave days administered by the Union's elected officers, which may be used for serious illness only by participating union members. The Board and Union agree that the Board shall, pursuant to the direction of the Union's elected officers, accept donations of members' sick leave days to the sick leave pool, shall hold these days, and further, pursuant to the direction of the union's elected officers, and to the availability of days in the sick leave pool, distribute days from the sick leave pool. The Union's elected officers shall maintain the standards used for awarding sick leave pool days for the duration of the contract.

The Odell Council, AFT Local 604, shall indemnify and hold harmless the board, its members, officers, agents and employees from any and all claims, demands, actions, complaints, suits, costs, losses and expenses or other forms of liability including, but not limited to, the cost of defense thereof and attorneys' fees therewith in any manner resulting from or arising out of or connected with this provision or the consequences thereof or that shall arise out of or by reason of action taken by the board for the purposes of complying with this provision.

ARTICLE VIII - FRINGE BENEFITS

8.1 HOSPITALIZATION, MAJOR MEDICAL INSURANCE

The Board will pay 85% of the Individual Annual Premium for those Certified employees who participate in the Board group hospitalization, major medical policy. The Board will provide a high deductible group health insurance plan in the form set forth in Appendix A, subject to insurance carrier approval. Under this high deductible plan, the Board will contribute for single coverage up to seventy percent (70%) of the annual deductible (based on actual out-of-pocket costs incurred) by the employee. The Board will contribute up to an additional \$500 of the deductible (based on actual out-of-pocket costs incurred) for an employee who elects coverage beyond single coverage (spouse, children or family coverage).

8.2 HEALTH INSURANCE COMMITTEE

A Health Insurance Committee will be established and will be composed of member(s) of the Administration/Board and at least two members of and chosen by the Union.

The purpose of the committee will be to review annually the health insurance plan coverage, cost and cost containment measures and make recommendations to the Board in an attempt to secure the best plan at the lowest cost. However, no reduction in benefits may occur without the full knowledge and consent of the Union during the life of the contract.

8.3 PENSION

The Board of education will pay up to 9.4% of the total Teacher Retirement Contribution.

In the event that the State enacts a “cost shift” requiring the District to pay the State’s contribution to the Teachers’ Retirement System, that additional cost shall be shared equally by the Board and the Teacher, provided however that the Teacher’s burden shall be no more than 2% of salary per school year during this Agreement.

Example 1: If the “cost shift” were phased in at the rate of 2% per year, then each year the Board and Teacher would each pay an additional 1% per year during the life of the Agreement.

Example 2: If the “cost shift” were implemented at 8% in a single year, the Board would pay 6% and the Teacher would pay 2% in the first year of the implementation. In the second year, the Board would pay 4% and the Teacher would pay 4%, provided both years are during the life of the Agreement.

8.4 TUITION REIMBURSEMENT

Certified employees shall be reimbursed for the actual cost of tuition for any graduate level course which has been successfully completed. Such reimbursement shall not exceed \$200.00 per credit hour and the administration can approve only those courses in the Certified employee’s field of major study. All other courses outside the field of major study must be approved in advance by the Board of Education in order for the employee to be reimbursed the maximum amount per credit hour. The maximum allowable number of hours reimbursed will be eighteen (18) per year per teacher.

8.5 LUNCH DUTY PAY

Certified staff members may be assigned to supervisory responsibilities as part of the regular certified staff member’s assignment. Teacher assigned to supervisory duties shall be given the daily required preparation time and required lunch time. However, reasonable effort will be made to hire non-certified people to do the supervisory responsibilities.

The Board of Education will pay \$25.00 per supervisory period to any teacher who performs supervisory duties and gives up his/her duty-free lunch period during the term of this Agreement.

8.6 ADMINISTRATOR’S ASSISTANT

The Administrator’s Assistant will fill in for the principal/superintendent when he is out of the building in the following manner:

1. Supervise the students before and after school;
2. Supervise the halls between lunch and recess to make sure all of the students are where they are supposed to be;
3. Handle discipline and other concerns that merit immediate attention;
4. Supervise students and fans, take care of the money box, show the visiting team to the

proper locker room, pay the officials, close up the facilities, etc. at athletic events. There will be no more than one of these responsibilities per sport without compensation per night. \$45.00 will be reimbursed to the Administrator's Assistant for additional games;

5. Call substitutes if one is needed;
6. Inform the principal/superintendent of concerns encountered while exercising the above responsibilities; and
7. The stipend listed in Appendix C for the Administrator's Assistant is based upon up to 36 days of service. Additional days shall be compensated at the rate of \$50 per day. Days when the Superintendent is not present will count as full days of service. When the Superintendent is absent half a day or less, the Administrator's Assistant will keep a log of hours to submit to the Superintendent each month.

8.7 PRESENTER

When certified staff are asked by the administration to present at teachers' institutes, they shall be compensated at the rate of \$50.00 per hour.

ARTICLE IX - SALARY

9.1 SALARY SCHEDULE - APPENDIX B

The salary schedules for the 2020-21, 2021-22, 2022-23 & 2023-24 school years are set forth in Appendix B. They will be increased by 3% each year for the life of the contract.

9.2 CO-CURRICULAR SALARIES - APPENDIX C

The co-curricular salaries for 2020-2024 appear in Appendix C. They will be increased by 5% for 2020-21 and by 3% each year thereafter for the remainder of the contract.

9.3 MILEAGE ALLOWANCE

Certified employees who are required to use their personal vehicles in an authorized (administration approved) service to the District shall be reimbursed at a rate equal to the current internal revenue service allowance per mile.

9.4 PAY SCHEDULES

Certified employees shall have the option of being paid on either a nine (9) month schedule or a twelve (12) month schedule. Certified employees must notify the administration ten (10) days before the first day of school if they wish to be paid on a nine (9) month schedule.

9.5 SALARY SCHEDULE

College credit, approved by the administration, from an accredited institution shall apply towards horizontal advancement on the salary schedule. The increase in compensation will become effective with the following school semester provided that notice is given seven (7) days prior to the first pay day of the semester. Verbal notice with the transcript requested to be mailed at the end of the grading period will qualify for this advancement. If said transcript does not arrive within two (2) months and/or said course work is not

granted credit by the accredited institution, the amount paid of the horizontal advancement increment will be deducted from the remaining pay checks of the current contractual period in equal amounts.

9.6 COMBINED CLASSES

Teachers who have combined classes will be paid an additional \$1,000.00 per year. A teacher who has a combined class shall be defined as one who keeps attendance records, lunch records, and performs all other homeroom teacher duties for children in different grades simultaneously.

9.7 RETIREMENT PLAN

1. Retirement Incentive

A. Six Percent Increase

For teachers who qualify under this retirement benefits plan as set forth below and provide up to a three (3) years advance irrevocable notice of retirement, the Board shall grant the teacher increases in the teacher's total TRS creditable earnings (including any extracurricular pay or monetary stipends) of six percent (6.0%) per year over the previous year's total creditable earnings for each year of employment before retirement that the teacher provides notice – up to three (3) school years prior to retirement.

The 6% annual retirement benefits increases shall be calculated based upon the teacher's total annual creditable earnings in the teacher's school year of retirement notification, inclusive of any extracurricular pay or monetary stipends paid to the teacher. These annual retirement benefits increases shall be prorated over the teacher's regular pay periods. In no event shall this provision result in a teacher being provided with more than a six percent (6%) increase over the previous year's total creditable earnings in any single year of employment.

B. Unused Sick Leave

Teachers who retire under the conditions of this Article will receive payment for up to fifteen (15) unused sick days (not used for TRS service credit) at the rate of \$50 per day. Payment will be made within one month of the teacher's last day as an employee of the district.

2. Qualifications and Limitations for Six Percent Increases

To be eligible for the retirement benefit described in Section 9.7, a teacher must comply with all of the following requirements and limitations:

- A. The teacher must be eligible for retirement under the Illinois Teachers Retirement System and apply for and receive retirement benefits commencing at the end of the final school year of employment pending completion of all Illinois Teachers Retirement System requirements.

- B. The teacher must be eligible to retire under the Illinois Teachers Retirement System (“TRS”) without triggering a mandatory Board contribution required by TRS as a result of the retirement; without triggering any penalty under the TRS six percent (6%) cap on creditable earnings and/or the TRS cap on sick day allotment.

ARTICLE X – TRS CREDITABLE EARNINGS LIMITATION

The District shall not increase a teacher’s creditable earnings for any year of the teacher’s annual earnings for purposes of TRS retirement annuity calculation above six percent (6%). The purpose of this provision is to ensure that the District shall not incur any financial penalty pursuant to TRS rules and regulations. Notwithstanding any contrary or other provision of this contract, including but not limited to any salary schedules, in the event a teacher’s TRS creditable earnings would increase by more than 6% in any given year of this contract, that teacher shall only receive the maximum increase allowed under this provision. This provision shall only apply to teachers who are within four (4) years of TRS retirement eligibility, regardless of whether the teacher is actually retiring or submitting a notice of retirement.

ARTICLE XI - DURATION

This agreement shall be effective July 1, 2020 and continue until the 30th day of June, 2024. Contract language and the salaries for 2020-2024 contract years shall continue enforced and remain in effect from year to year thereafter, unless notification is given by either party prior to March 15th of 2024. After ground rules are set at the first meeting, all contract items and language to be negotiated upon will be exchanged. The provisions of the Agreement shall remain in effect during the period of negotiations.

This agreement was ratified by the Odell School Board of Education and the Odell Council of AFT Local 604 as signed below and in witness thereof:

Odell Grade School Board

Odell Council of AFT Local 604

President

Negotiation Team Member
Local 604 Odell Council

Date

Date

Secretary

Negotiation Team Member
Local 604 Odell Council

Date

Date

APPENDIX A – GROUP HEALTH INSURANCE PLAN*

		In-Network	Out-of-Network
Rates			
Counts			
Single	13	\$411.56	
Employee + Spouse	1	\$1,081.57	
Employee + Child(ren)	1	\$784.39	
Family		\$1,454.40	
Estimated Annual Premium		\$86,594.88	
Percentage Change		-17.44%	
Dollar Change		-\$18,295.44	
<i>Deductible</i>			
Individual		\$2,500	\$5,000
Family		\$5,000	\$10,000
Coinsurance		100%	80%
<i>Out-of-Pocket Maximum</i>			
Individual		\$2,500	\$10,000
Family		\$5,000	\$20,000
Hospitalization		Deductible then 100%	\$300, then deductible & 80%
Emergency Room		Deductible, then 100%	
Office Visit		Deductible, then 100%	Deductible, then 80%
Preventative Care		100%	Deductible, then 80%
<i>Prescription Drugs</i>			
Generic		Deductible, then 100%	
Preferred Brand			
Non-Preferred Brand			

* Option 4 BCBS Plan 1807 Embedded

APPENDIX B

Odell Salary Schedules

2020-21	694.60				875.60		833.96		% 1.030	
	BA	BA+8	BA+16	BA+24	BA+32	MA	MA+8	MA+16		MA+24
1	38,036.53	38,731.13	39,425.73	40,120.32	40,814.92	41,690.53	42,524.49	43,358.45	44,192.41	Step 1,042.92
2	39,079.45	39,774.04	40,468.64	41,163.24	41,857.84	42,733.44	43,567.40	44,401.36	45,235.32	
3	40,122.36	40,816.96	41,511.56	42,206.15	42,900.75	43,776.36	44,610.32	45,444.28	46,278.24	
4	41,165.28	41,859.87	42,554.47	43,249.07	43,943.67	44,819.27	45,653.23	46,487.19	47,321.15	
5	42,208.19	42,902.79	43,597.39	44,291.99	44,986.58	45,862.19	46,696.15	47,530.11	48,364.07	
6	43,251.11	43,945.70	44,640.30	45,334.90	46,029.50	46,905.10	47,739.06	48,573.02	49,406.98	
7	44,294.02	44,988.62	45,683.22	46,377.82	47,072.41	47,948.02	48,781.98	49,615.94	50,449.90	
8	45,336.94	46,031.54	46,726.13	47,420.73	48,115.33	48,990.93	49,824.89	50,658.85	51,492.81	
9	46,379.85	47,074.45	47,769.05	48,463.65	49,158.24	50,033.85	50,867.81	51,701.77	52,535.73	
10	47,422.77	48,117.37	48,811.96	49,506.56	50,201.16	51,076.76	51,910.72	52,744.68	53,578.64	
11	48,465.68	49,160.28	49,854.88	50,549.48	51,244.08	52,119.68	52,953.64	53,787.60	54,621.56	
12	49,508.60	50,203.20	50,897.79	51,592.39	52,286.99	53,162.60	53,996.55	54,830.51	55,664.47	
13		51,246.11	51,940.71	52,635.31	53,329.91	54,205.51	55,039.47	55,873.43	56,707.39	
14			52,983.63	53,678.22	54,372.82	55,248.43	56,082.39	56,916.35	57,750.30	
15			54,026.54	54,721.14	55,415.74	56,291.34	57,125.30	57,959.26	58,793.22	
16				55,764.05	56,458.65	57,334.26	58,168.22	59,002.18	59,836.14	
17					57,501.57	58,377.17	59,211.13	60,045.09	60,879.05	
18						59,420.09	60,254.05	61,088.01	61,921.97	
19						60,463.00	61,296.96	62,130.92	62,964.88	
20						61,505.92	62,339.88	63,173.84	64,007.80	
21						62,548.83	63,382.79	64,216.75	65,050.71	

Off-schedule teachers get a 3% raise over the previous year, plus a longevity bonus of \$800 per year.

APPENDIX B

Odell Salary Schedules

2021-22	715.44		901.87			858.98			%	
	BA	BA+8	BA+16	BA+24	BA+32	MA	MA+8	MA+16	MA+24	
1	39,177.63	39,893.06	40,608.50	41,323.93	42,039.37	42,941.24	43,800.22	44,659.20	45,518.18	1.030
2	40,251.83	40,967.26	41,682.70	42,398.14	43,113.57	44,015.45	44,874.42	45,733.40	46,592.38	
3	41,326.03	42,041.47	42,756.90	43,472.34	44,187.78	45,089.65	45,948.63	46,807.60	47,666.58	Step
4	42,400.23	43,115.67	43,831.11	44,546.54	45,261.98	46,163.85	47,022.83	47,881.81	48,740.79	1,074.20
5	43,474.44	44,189.87	44,905.31	45,620.75	46,336.18	47,238.05	48,097.03	48,956.01	49,814.99	
6	44,548.64	45,264.08	45,979.51	46,694.95	47,410.38	48,312.26	49,171.23	50,030.21	50,889.19	
7	45,622.84	46,338.28	47,053.71	47,769.15	48,484.59	49,386.46	50,245.44	51,104.42	51,963.39	
8	46,697.05	47,412.48	48,127.92	48,843.35	49,558.79	50,460.66	51,319.64	52,178.62	53,037.60	
9	47,771.25	48,486.68	49,202.12	49,917.56	50,632.99	51,534.86	52,393.84	53,252.82	54,111.80	
10	48,845.45	49,560.89	50,276.32	50,991.76	51,707.20	52,609.07	53,468.05	54,327.02	55,186.00	
11	49,919.65	50,635.09	51,350.53	52,065.96	52,781.40	53,683.27	54,542.25	55,401.23	56,260.21	
12	50,993.86	51,709.29	52,424.73	53,140.16	53,855.60	54,757.47	55,616.45	56,475.43	57,334.41	
13		52,783.50	53,498.93	54,214.37	54,929.80	55,831.68	56,690.65	57,549.63	58,408.61	
14			54,573.13	55,288.57	56,004.01	56,905.88	57,764.86	58,623.84	59,482.81	
15			55,647.34	56,362.77	57,078.21	57,980.08	58,839.06	59,698.04	60,557.02	
16				57,436.98	58,152.41	59,054.28	59,913.26	60,772.24	61,631.22	
17					59,226.61	60,128.49	60,987.47	61,846.44	62,705.42	
18						61,202.69	62,061.67	62,920.65	63,779.63	
19						62,276.89	63,135.87	63,994.85	64,853.83	
20						63,351.10	64,210.07	65,069.05	65,928.03	
21						64,425.30	65,284.28	66,143.25	67,002.23	

Off-schedule teachers get a 3% raise over the previous year, plus a longevity bonus of \$850 per year.

APPENDIX B

Odell Salary Schedules

	736.90					928.93	884.75			%
	BA	BA+8	BA+16	BA+24	BA+32	MA	MA+8	MA+16	MA+24	
1	40,352.95	41,089.85	41,826.75	42,563.65	43,300.55	44,229.48	45,114.23	45,998.98	46,883.72	1.030
2	41,459.38	42,196.28	42,933.18	43,670.08	44,406.98	45,335.91	46,220.66	47,105.40	47,990.15	
3	42,565.81	43,302.71	44,039.61	44,776.51	45,513.41	46,442.34	47,327.09	48,211.83	49,096.58	Step
4	43,672.24	44,409.14	45,146.04	45,882.94	46,619.84	47,548.77	48,433.51	49,318.26	50,203.01	1,106.43
5	44,778.67	45,515.57	46,252.47	46,989.37	47,726.27	48,655.20	49,539.94	50,424.69	51,309.44	
6	45,885.10	46,622.00	47,358.90	48,095.80	48,832.70	49,761.62	50,646.37	51,531.12	52,415.87	
7	46,991.53	47,728.43	48,465.33	49,202.23	49,939.12	50,868.05	51,752.80	52,637.55	53,522.30	
8	48,097.96	48,834.86	49,571.75	50,308.65	51,045.55	51,974.48	52,859.23	53,743.98	54,628.73	
9	49,204.39	49,941.28	50,678.18	51,415.08	52,151.98	53,080.91	53,965.66	54,850.41	55,735.15	
10	50,310.81	51,047.71	51,784.61	52,521.51	53,258.41	54,187.34	55,072.09	55,956.84	56,841.58	
11	51,417.24	52,154.14	52,891.04	53,627.94	54,364.84	55,293.77	56,178.52	57,063.26	57,948.01	
12	52,523.67	53,260.57	53,997.47	54,734.37	55,471.27	56,400.20	57,284.95	58,169.69	59,054.44	
13		54,367.00	55,103.90	55,840.80	56,577.70	57,506.63	58,391.37	59,276.12	60,160.87	
14			56,210.33	56,947.23	57,684.13	58,613.06	59,497.80	60,382.55	61,267.30	
15			57,316.76	58,053.66	58,790.56	59,719.48	60,604.23	61,488.98	62,373.73	
16				59,160.09	59,896.98	60,825.91	61,710.66	62,595.41	63,480.16	
17					61,003.41	61,932.34	62,817.09	63,701.84	64,586.58	
18						63,038.77	63,923.52	64,808.27	65,693.01	
19						64,145.20	65,029.95	65,914.69	66,799.44	
20						65,251.63	66,136.38	67,021.12	67,905.87	
21						66,358.06	67,242.80	68,127.55	69,012.30	

Off-schedule teachers get a 3% raise over the previous year, plus a longevity bonus of \$900 per year.

APPENDIX B

Odell Salary Schedules

	759.01					956.80	911.29			%
	BA	BA+8	BA+16	BA+24	BA+32	MA	MA+8	MA+16	MA+24	
1	41,563.54	42,322.55	43,081.56	43,840.56	44,599.57	45,556.36	46,467.65	47,378.94	48,290.23	1.030
2	42,703.17	43,462.17	44,221.18	44,980.18	45,739.19	46,695.99	47,607.28	48,518.57	49,429.86	
3	43,842.79	44,601.79	45,360.80	46,119.81	46,878.81	47,835.61	48,746.90	49,658.19	50,569.48	Step
4	44,982.41	45,741.41	46,500.42	47,259.43	48,018.43	48,975.23	49,886.52	50,797.81	51,709.10	1,139.62
5	46,122.03	46,881.04	47,640.04	48,399.05	49,158.05	50,114.85	51,026.14	51,937.43	52,848.72	
6	47,261.65	48,020.66	48,779.66	49,538.67	50,297.68	51,254.47	52,165.76	53,077.05	53,988.34	
7	48,401.27	49,160.28	49,919.29	50,678.29	51,437.30	52,394.09	53,305.38	54,216.67	55,127.97	
8	49,540.90	50,299.90	51,058.91	51,817.91	52,576.92	53,533.72	54,445.01	55,356.30	56,267.59	
9	50,680.52	51,439.52	52,198.53	52,957.54	53,716.54	54,673.34	55,584.63	56,495.92	57,407.21	
10	51,820.14	52,579.14	53,338.15	54,097.16	54,856.16	55,812.96	56,724.25	57,635.54	58,546.83	
11	52,959.76	53,718.77	54,477.77	55,236.78	55,995.79	56,952.58	57,863.87	58,775.16	59,686.45	
12	54,099.38	54,858.39	55,617.39	56,376.40	57,135.41	58,092.20	59,003.49	59,914.78	60,826.07	
13		55,998.01	56,757.02	57,516.02	58,275.03	59,231.83	60,143.12	61,054.41	61,965.70	
14			57,896.64	58,655.64	59,414.65	60,371.45	61,282.74	62,194.03	63,105.32	
15			59,036.26	59,795.27	60,554.27	61,511.07	62,422.36	63,333.65	64,244.94	
16				60,934.89	61,693.89	62,650.69	63,561.98	64,473.27	65,384.56	
17					62,833.52	63,790.31	64,701.60	65,612.89	66,524.18	
18						64,929.93	65,841.22	66,752.51	67,663.80	
19						66,069.56	66,980.85	67,892.14	68,803.43	
20						67,209.18	68,120.47	69,031.76	69,943.05	
21						68,348.80	69,260.09	70,171.38	71,082.67	

Off-schedule teachers get a 3% raise over the previous year, plus a longevity bonus of \$950 per year.

APPENDIX C

EXTRA-DUTY STIPENDS

	1.05	1.03		
	20-21	21-22	22-23	23-24
Student Council Sponsor	\$860.71	\$886.53	\$913.13	\$940.52
Speech Coach	\$804.20	\$828.32	\$853.17	\$878.77
Scholastic Bowl Coach	\$922.19	\$949.86	\$978.35	\$1,007.70
8th Grade Class Sponsor	\$676.27	\$696.56	\$717.46	\$738.98
Administrative Aide	\$1,844.38	\$1,899.71	\$1,956.70	\$2,015.40
Website Coordinator	\$737.75	\$759.88	\$782.68	\$806.16
Pre-K Coordinator	\$1,536.98	\$1,583.09	\$1,630.59	\$1,679.50
RtI Team Coordinator	\$922.19	\$949.86	\$978.35	\$1,007.70
Athletic Director	\$3,688.76	\$3,799.42	\$3,913.41	\$4,030.81
Curriculum Director	\$2,153.00	\$2,217.59	\$2,284.12	\$2,352.64
Audio-Visual Director	\$1,229.59	\$1,266.47	\$1,304.47	\$1,343.60
Computer Technology Director	\$1,229.59	\$1,266.47	\$1,304.47	\$1,343.60
Fine Arts Coordinator	\$860.71	\$886.53	\$913.13	\$940.52
8th Grade Volleyball Coach	\$2,213.26	\$2,279.65	\$2,348.04	\$2,418.48
7th Grade Volleyball Coach	\$2,213.26	\$2,279.65	\$2,348.04	\$2,418.48
Boys' Basketball Head Coach	\$3,073.97	\$3,166.19	\$3,261.17	\$3,359.01
Boys' Basketball Assistant Coach	\$1,844.38	\$1,899.71	\$1,956.70	\$2,015.40
Girls' Basketball Head Coach	\$3,073.97	\$3,166.19	\$3,261.17	\$3,359.01
Girls' Basketball Assistant Coach	\$1,844.38	\$1,899.71	\$1,956.70	\$2,015.40
Baseball	\$1,629.20	\$1,678.08	\$1,728.42	\$1,780.27
Softball	\$1,629.20	\$1,678.08	\$1,728.42	\$1,780.27
Cross Country Coach	\$1,700.00	\$1,751.00	\$1,803.53	\$1,857.64
Cheerleading Sponsor	\$1,260.33	\$1,298.14	\$1,337.08	\$1,377.19
Mentor	\$676.27	\$696.56	\$717.46	\$738.98
Yearbook	\$860.71	\$886.53	\$913.13	\$940.52
Summer School (per hour)	\$30	\$32	\$34	\$36
Event Pay (per hour)	\$60	\$60	\$60	\$60

APPENDIX D—CERTIFIED STAFF EVALUATION PLAN

This letter serves as notice that a performance evaluation will be conducted for you during the 2017/2018 school year. Please refer to the district’s Teacher Evaluation Plan for specific details, including specification regarding the formal and informal processes of evaluation for tenured staff. The Performance Evaluation Reform Act of 2010 (PERA) requires that this letter includes summaries of specific information (see textbox); however, note that the information is a summary; Detailed information of the evaluation process is found in the District 435 Teacher Evaluation Plan:

- The Framework for Teaching Rubrics (Danielson, 2013) will be used to determine teachers’ professional practice performance evaluation rating. Copies of the Rubrics are in the Teacher Evaluation Plan.
- District 435 will use the 70%/30% measurement model. 70% of a teacher’s evaluation rating will be based on his/her professional practice to determine the professional practice performance rating of “excellent”, “proficient”, “needs improvement”, and “unsatisfactory” using the Framework for Teaching Rubrics.

30% of the total evaluation rating will be based on student growth measures using Type II and III assessments to determine the student growth rating. Simple, progression statistics are used to determine student growth from the baseline pre-assessment to the outcomes post assessment. A Profile Approach is used to combine the two assessments.*

A Profile Approach is used to combine the 70% professional practice and 30% student growth components to determine the final evaluation rating of “excellent”, “proficient”, “needs improvement”, and “unsatisfactory”.

The Performance Evaluation Reform Act of 2010 (PERA) requires that at the start of the school term (i.e., the first day students are required to be in attendance), the school district shall provide a written notice (either electronic or paper) that a performance evaluation will be conducted in that school term to each teacher affected or, if the affected teacher is hired after the start of the school term, then no later than 30 days after the contract is executed. The written notice shall include:

- Rubric to be used to rate the teacher against identified standards and goals to be used to determine a performance evaluation rating.
- A summary of the manner in which measures of professional practice and student growth to be used in the evaluation relate to the performance ratings of “excellent”, “proficient”, “needs improvement”, and “unsatisfactory.”
- A summary of the district’s procedures related to the provisions of professional development or remediation in the event a teacher receives a “needs improvement” or “unsatisfactory” rating.

Signature

Date

Glossary of Terms

Addendum: An addendum allows teachers to:

1. Provide/record additional information that pertains directly to the summative, or
2. share record dissatisfaction with the summative.

If a certificated staff member wishes to utilize an addendum they may exercise the addendum option by indicating “yes” in the appropriate box of the Summative Evaluation form. The addendum form must be completed within five (5) school days following the final evaluation conference. It then becomes a permanent part of the Summative Evaluation Form.

Assessments: Assessment means any instrument that measures a student’s acquisition of specific knowledge and skills. PERA defines assessments according to the following three types:

- Type I Assessment means a reliable assessment that measures a certain group or subset of students in the same manner with the same potential assessment, is scored by a non-district entity, and is administered either state wide or beyond Illinois.
- Type II Assessment means any assessment developed or adopted and approved for use by the school district and used on a district wide basis by all teachers in a given grade or subject area.
- Type III Assessment means any assessment that is rigorous, that is aligned to the courses curriculum, and that the qualified evaluator and teacher determine measures student learning in that course. A Type I or a Type II assessment may qualify as a Type III Assessment if it aligns to the curriculum being taught and measures student learning in that subject area.

Certificated Staff Member: Any and all school district employees regularly required to be certified under laws relating to the certification of teachers, excluding staff members holding administrative positions.

Conferences: Both parties are encouraged to make an effort to ensure that conferences:

- are private,
- are set at mutually acceptable times,
- reflect a spirit of collegiality, mutual responsibility, and collaboration, and
- allow time for both parties to listen as well as discuss progress of the plan, artifacts presented, and the next steps to further the plan.

End-of-Year Conference (EYC) Form for Tenured Teachers (Evaluator): This form is designed to help evaluators identify the teacher’s strengths and areas of weakness. It should be completed by the evaluator prior to the EYC. The EYC should focus on the final teacher self-assessment, progress made towards student learning goals, identifying growth areas, and the final summative rating.

Formal Observation: Formal Observation is defined as a specific window of time that is scheduled with the teacher by the qualified evaluator, at any point during that window of time, to directly observe professional practices in the classroom or the school.

Formal Pre-Observation Form (Teacher): The Pre-Observation form is designed for teachers to provide information to evaluators in advance of a formal observation. The teacher indicates any important information about the lesson as well as the class and anything else he/she wants the evaluator to know in advance. The Pre-Observation form is filled out in advance of and used for discussion during the Pre- Observation Conference.

Formal Conference Form: (Evaluator) Teachers must receive feedback about the formal lesson observation

and other professional dispositions throughout the year. This feedback is captured by the evaluator using the completed Formal Conference Form. It guides the conversation between the evaluator and teacher.

Framework for Teaching (Danielson)

District 435 uses the Charlotte Danielson Framework for Teaching for evaluating Professional Practice. The Framework for Teaching is a research-based set of components of instruction clustered into four **Domains** of teaching responsibility:

- Domain 1. Planning and Preparation
- Domain 2. Classroom Environment
- Domain 3. Instruction
- Domain 4. Professional Responsibilities

Components define a distinct aspect of a Domain; two to five **Elements** break each component down even further to describe specific features of a Component. Levels of teaching performance (**Rubrics**) describe each Component and provide a roadmap for improvement of teaching.

Goals: A statement identifying a measurable and/or observable teaching or professional disposition related to furthering student learning and overall organizational health.

Goal Setting Form: A form is provided to help the teacher and evaluator with the goal setting process. It helps the teacher in monitoring goals and informing mid-and end-of-year conferences.

High Impact Guide (HIG): This guide provides an action plan for improvement in student outcomes that rests on the premise that if we are to make a difference for all students, we need to move from “intention” to “evidence.” The HIG embodies the essence of the teaching and learning plan in District 438; it establishes the common language.

Illinois Professional Teaching Standards (IPTS), 2013: In order to assess the quality of the teacher’s professional practice, the evaluation plan shall include **an instructional framework** developed or adopted by the school district that is **based upon research** regarding effective instruction; **addresses at least planning, instructional delivery, and classroom management; and aligns to the Illinois Professional Teaching Standards. [50.120]**

Informal Observation: Informal Observation is defined as an observation by a qualified evaluator that is not announced in advance of the observation and not subject to a minimum time requirement. Informal observations must be documented in writing (either electronic or paper) to be used in Formal Conference meetings and summative rating. If desired, it is the responsibility of the staff member to schedule a meeting after an informal observation with the evaluator.

Job Description: The job description provides an overview of key areas of responsibilities, but is not inclusive of all responsibilities and duties.

Joint Committee: means a committee composed of equal representation selected by the district and its teachers or, when applicable, the exclusive bargaining representative of its teachers, which shall have the duties set forth in this Part regarding the establishment of a performance evaluation plan that incorporates data and indicators of student growth as a significant factor in rating teacher performance. (Section 24A-4 of the School Code)

Measurement Model: Measurement Model means the manner in which two or more assessment scores are

analyzed for the purpose of identifying a change in a student's knowledge or skills over time.

Mid-Year Data Review and Mid-Year Conference (MYC): Teachers analyze and reflect upon the professional practice and student growth data as well as their goals mid-year (Generally, November or December). The analysis is conducted initially on their own and then collaboratively with colleagues prior to meeting with the evaluator. Then, during the MYC, qualified evaluator(s) and teacher(s) discuss their mid-year analysis and self-reflection as well as progress made towards their goals. Together, they modify these goals as necessary. In addition, the evaluator may choose to use the MYC to provide an initial, formative assessment of performance on *The Danielson Framework for Teaching*. If the teacher is in danger of receiving a *Needs Improvement* or *Unsatisfactory* rating, this is the time to establish a support plan for teachers to be followed during the second half of the year.

Non-Tenured Process:

- **First-Third Year Teachers:** All teachers will develop appropriate goals for every school year. A minimum of three (3) observations shall be required each school year, of which two (2) must be formal observations (formal observations include both a pre and post observation conference). Included in the process is a rating of Excellent, Proficient, Needs Improvement, or Unsatisfactory and a summative evaluation written by the evaluator. Under the law, non-tenured teachers who receive three successive excellent ratings on the annual summative evaluation would be eligible for tenure.
- **Fourth Year Teachers:** All teachers will develop appropriate goals for every school year. A minimum of three (3) observations shall be required each school year, of which two (2) must be formal observations (formal observations include both a pre and post observation conference). Included in the process is a rating of Excellent, Proficient, Needs Improvement, or Unsatisfactory and a summative evaluation written by the evaluator.

Observation Log: This optional log confirms evaluator, peer observer (when applicable), and peer participation in a formal or informal observation. The evaluator or peer observer should fill in all fields and ensure that the teacher confirms participation by signing.

Performance Evaluation Plan: This is a plan to evaluate a teacher that includes data and indicators on student growth as a significant factor in judging performance, measures the individual's professional practice, and meets the requirements of Article 24 of the School Code.

Professional Development: Opportunities for building professional practice capacity are available at District 435 through District provided professional development, District paid attendance at workshops and conferences, and through tuition reimbursement for graduate courses related to teaching and learning.

Performance Evaluation Rating: This refers to the final rating of a teacher's performance, using the rating levels of unsatisfactory, needs improvement, proficient, and excellent that includes consideration of both data and indicators of student growth, when applicable under Section 24A-2.5 of the School Code.

Qualified Evaluator: Qualified evaluator shall have the meaning set forth in Section 24A-2.5 or 24A-15 of the School Code and shall be an individual who has completed the prequalification process required under Section 24A-3 of the School Code, as applicable, and successfully passed the State-developed assessments specific to evaluation of teachers. Each qualified evaluator shall maintain his or her qualification by completing the retraining as applicable.

Rating: (Professional Practice) The rating of Excellent, Proficient, Needs Improvement, or Unsatisfactory will be assigned on the summative evaluation by the supervisor in accordance with Article 24A-5 of the Illinois School Code.

Observation data determines a teacher's level of proficiency.

The ratings on the summative are defined below:

- **Excellent:** The professional teacher who involves students in the learning process and creates a true community of learners. Teachers at this level are master teachers and leaders in the field in and out of their schools.
 - Excellent: (Component Domain Rating) Excellent ratings in at least half of the components of the domain, with the remaining components rated no lower than Proficient.
 - Excellent: (Component Overall Final Rating) Excellent rating in at least two or more of the domains, with the remaining domains rated as Proficient.
- **Proficient:** The successful, professional teacher who consistently performs at a high level. Most experienced teachers should perform at this level.
 - Proficient: (Component Domain Rating) No more than two components within that domain are rated needs improvement, with the remaining components rated at proficient or higher.
 - Proficient: (Component Overall Final Rating) No more than one domain rated needs improvement, with the remaining domains rated at Proficient or higher.
- **Needs Improvement:** The teacher who has the necessary knowledge and skills to be effective but is inconsistent in applying the skills, due to inexperience, lack of initiative, or not participating in professional development opportunities. Teachers who are new to the profession or tenured teachers who have recently transitioned to a new curriculum, grade level or subject may perform at this level. It is unlikely that a non-tenured teacher at this level would be renewed for the next school year. For a tenured teacher, the risk is that this teacher's performance could fall further and end up on a remediation plan which could lead to loss of employment. If a needs improvement box is checked on the observation form that indicates an area of growth for the teacher.

NOTE: If the box is overlooked and not checked, the evaluation data serves as primary evidence as to when a teacher is in a needs" improvement" status.

- Needs Improvement: (Component Domain Rating) At least half of all components within that domain rated needs improvement, with no more than one unsatisfactory rating.
- Needs Improvement: (Component Overall Final Rating) Two or more domains rated needs improvement, with the remaining domains rated as proficient or higher.
- **Unsatisfactory:** The teacher who does not understand the concepts underlying the component. A teacher performing at this level is doing harm in the classroom and would not be renewed for the next school year.
 - Unsatisfactory: (Component Domain Rating) Two components within that domain rated as unsatisfactory.
 - Unsatisfactory: (Component Overall Final Rating) any domain rated unsatisfactory.

Student Growth: Student Growth means a demonstrable change in a student's or group of students' knowledge or skills as evidenced by gain and/or attainment on two (2) or more assessments, between two (2) or more points in time.

- **Exceeds Goal** – Exceeds the target for a majority of the student growth measures; meets all targets.
- **Meets Goal** – Meets or exceeds the target for a majority of the student growth measures does not have negative growth on any measures.
- **Minimal Growth** – Meets only 1 or 2 student growth targets; has no more than one measure with negative growth results.

- **No Growth or Negative Growth** – Does not meet any student growth targets; demonstrates negative growth on one or more measurers.

Student Learning Objectives (SLO): SLO's are goals identified by a teacher or group of teachers that identify expected learning outcomes or growth targets for a group of students over a period of time. SLO's are determined by teachers after analyzing data on student academic performance and identifying areas that need a targeted effort for all students and sub groups of students. The SLO process will be implemented in 2016-2017 and will continue to be studied within the district to determine best practice for District students and teachers.

Summative Evaluation: The final written document that summarizes certificated staff member's performance, including formal written goals, informal and formal observations, and provides a rating of Excellent, Proficient, Needs Improvement, or Unsatisfactory. This is the official file record that is housed in the Educational Administration Center. A summative evaluation will be completed every year for non-tenure and at least every other year for tenured staff demonstrating proficient progress in working toward goals in the four domains.

Summative Rating Form: This form is to be jointly reviewed by the teacher and evaluator during the End-of-Year Conference. The Rating is to be based on data collected over the course of the evaluation cycle using Danielson's Operating Principles as defined within the Guidebook.

Teacher: means full-time or part-time professional employees of the school district who are required to hold a teaching certificate issued in accordance with Article 21 of the School Code or a professional educator's license endorsed for a teaching field issued in accordance with Article 21B of the School Code. For the purposes of the requirements specific to student growth outlined in Article 24A of the School Code and this Part, "teacher" shall not include any individual who holds a school service personnel certificate issued under Article 21 of the School Code or a professional educator license endorsed for school support personnel issued under Article 21B of the School Code and is assigned to an area designated as requiring this certificate or endorsement, including but not limited to school counselor, school psychologist, nonteaching school speech and language pathologist, school nurse, or school social worker.

Teacher Formal Post-observation Pre-work Form: This form helps the teacher reflect on the lesson observed; it must be completed in advance of the Post-observation Conference and then discussed during the conference. Feedback from the evaluator regarding the observed lesson and other professional dispositions must be provided in writing to the teacher during this conference.

Tenured Evaluation Process: All teachers will develop appropriate goals for every school year. Included in the process is a rating of Excellent, Proficient, Needs Improvement, or Unsatisfactory and a summative evaluation written by the evaluator. The observation requirements are different for tenured teachers receiving an Excellent/Proficient rating compared to tenured teachers receiving a Needs Improvement/Unsatisfactory rating. One major shift in the new teacher evaluation process is that the notion of a tenured teacher being on cycle or off cycle no longer exists. This is because all teachers every year are required to set goals, administer and monitor all formative and summative assessment information for positively impacting student growth and engage in a mid-year data and goals review.

The New Evaluation Plan

With these goals, guiding principles, and new paradigm in mind, a new evaluation instrument for certificated staff and a new implementation process has been created in cooperation with the Odell Education Association and is modeled after the Charlotte Danielson Framework, 2013 edition. This new plan features four domains that describe professional practices that through research and empirical studies have been identified as promoting improved student learning. The four domains are:

- Domain 1. Planning and Preparation
- Domain 2. Classroom Environment
- Domain 3. Instruction
- Domain 4. Professional Responsibilities

In 2010, Gov. Pat Quinn signed the Performance Evaluation Reform Act (PERA), which requires all schools in Illinois to change how teachers' performance is measured. Beginning September 1, 2012, all Illinois school districts must adopt the following four performance categories:*

- Excellent (Danielson- Distinguished)
- Proficient
- Needs Improvement (Danielson- Basic)
- Unsatisfactory

You will notice that the State of Illinois did not adopt the same performance category names as Danielson. We will be using the Illinois categories.

This process is also developmental in nature and is differentiated for teachers depending on their tenure status and performance rating. It is the intent of the Joint Committee that this process will accomplish the following:

- Facilitate improved instruction and as a result, improved student learning.
- Establish common expectations and vocabulary for all stakeholders of what constitutes effective teacher performance.
- Expedite the process of evaluation.
- Provide opportunities to staff for instructional improvement and link student growth to staff.
- Encourage reflection upon and analysis of instructional practice by the teaching staff.
- Provide for a continuum of assessment of professional practice that would allow for the rating of certificated staff as required by State law.
- Setting the foundation that effective teacher evaluation is grounded in mutual responsibility and collaboration between the teacher and evaluator.

This document should assist staff in making the link between their professional development, the improvement of instructional practices, increased student performance and the fulfillment of school improvement goals.

Notice of Evaluation

At the start of the school term (i.e., the first day students are required to be in attendance), the school district shall provide a written notice (either electronic or paper) that a performance evaluation will be conducted in that school term to each teacher affected or, if the affected teacher is

hired after the start of the school term, then no later than 30 days after the contract is executed.

The written notice shall include:

- a copy of the rubric (i.e., The Framework for Teaching, Danielson, 2013) to be used to rate the teacher against identified standards and goals and other tools to be used to determine a performance evaluation rating;
- 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” as set forth in Sections 24-5 e) and 34-85 c) of the School Code; and
- a summary of the district’s procedures related to the provision of professional development or remediation in the event a teacher receives a “needs improvement” or “unsatisfactory” rating, respectively, to include evaluation tools to be used during the remediation period.

Timelines of the Evaluation Plan

The timelines set forth in this evaluation plan are guidelines to help with the effective administration of this evaluation plan. It is the mutual responsibility of both the teacher and the evaluator to use every effort to achieve these timelines. Communication and collaboration is essential to accomplish this.

One major shift in the teacher evaluation process is that ownership of the evaluation process, such as timelines, is a shared responsibility: It is not up to administrator to solely meet the timelines. Instead, a collaborative effort of both the teacher and evaluator is required.

If a particular important timeline has not been met or cannot be met, the teacher and evaluator should inform the Association President and the Superintendent as soon as possible so that a revised timeline can be set if necessary. In most cases, the rescheduling of the meeting is all that is necessary to remedy this. The adherence to timelines in the evaluation plan and related association contract are not subject to the grievance process nor can they be used to change the decision on the non-renewal of a non-tenured teacher. Remember, both the teacher and the evaluator should use every effort to achieve these timelines with effective communication and collaboration.

Evaluation Measurement Model

By statute (the state model), a minimum of 50% of the Teacher Evaluation rating is based on professional practices defined through an instructional framework that aligns to the 2010 Illinois Professional Teaching Standards. The instructional framework assesses the teacher’s planning, instructional delivery, and classroom management. The new performance evaluation system also considers teacher attendance and competency in the subject matter taught. In addition, by statute, a maximum of 50% of the Teacher Evaluation rating is comprised of academic data and other indicators of student growth.

The Joint Committee decision for FY 16/17 is to use 70% as the Teacher Evaluation rating based upon professional practices defined through an instructional framework that aligns to the 2013 Illinois Professional Teaching Standards and the Charlotte Danielson Framework for Teaching. Therefore, 30% of the Teacher Evaluation rating will be comprised of academic data and other indicators of student growth.

The Joint Committee has identified the Type III assessment for all categories of teachers from which student growth will be calculated; it has also determined the metric for measuring student growth from the pre-assessment to the post-assessment. The assessment measurement model and metrics could change year-to-year based on data gathered as well as further interpretation of the legislation by the Joint Committee and ISBE.

Procedures for Tenure Certified Staff who receive a “Needs Improvement” or “Unsatisfactory” Final Summative rating

Any certified staff in contractual continued service whose performance is rated as either “needs improvement” or “unsatisfactory” must be evaluated at least once in the school year following the receipt of such rating.

1. Needs Improvement

Tenure Certified Staff who receives a summative evaluation rating of “Needs Improvement” will be placed on a professional development plan directed to the areas that need improvement and any supports that the District will provide to address the areas identified as needing improvement. The professional development plan will be implemented and monitored in accordance with The Illinois School Code as amended by PERA.

- Within thirty school days after the completion of a “Needs Improvement” summative evaluation rating of a tenure certified staff, the evaluator, in conjunction with the Certified staff, and taking into account the certified staff’s on-going professional responsibilities including his/her regular teaching assignment shall develop a professional development plan. The plan will be directed to the areas that need improvement and any supports that the District will provide to address the areas identified as needing improvement.
- Tenure certified staff member who receives a “Needs Improvement” summative rating will be evaluated at least once during the school year following the receipt of the “Needs Improvement” summative rating.
- A rating equal to or better than “Proficient” in the school year following a rating of “Needs Improvement” shall reinstate the certified staff to the evaluation schedule set forth in the District’s evaluation plan.
- If a teacher receives a “Needs Improvement” summative rating, the certified staff will be assigned a peer evaluator.
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2. Unsatisfactory

Tenure Certified Staff who receives a summative evaluation rating of “Unsatisfactory” will be placed on a remediation plan directed to the areas identified as deficient. The remediation plan will be implemented and monitored in accordance with The Illinois School Code as amended by PERA.

- Within thirty days after the completion of an “Unsatisfactory” summative evaluation rating of a tenure certified staff, a remediation plan will be developed and implemented designed to correct deficiencies cited in the evaluation, provided the deficiencies are deemed remediable.

- Participation in the remediation plan shall include the evaluator, the certified staff who was rated “Unsatisfactory”, and a consulting certified staff selected by the evaluator.
- The consulting certified staff shall hold the following qualifications:
 - 5 years teaching experience
 - A reasonable familiarity with the assignment of the certified staff being evaluated
 - Received at least an excellent rating on his/her most recent evaluation. (If no staff member has excellent rating, the administrator will assign a staff member with a proficient rating who he/she believes will best benefit the deficient teacher.
- In cases where a consulting certified staff with these qualifications is not available within the District, the District shall request the ISBE to supply a consulting certified staff who meets the qualifications.
- The consulting certified staff shall provide advice to the certified staff rated “Unsatisfactory” on how to improve teaching skills and to successfully complete the remediation plan. The consulting certified staff shall participate in developing the remediation plan. The final decision as to the evaluation shall be done solely by the certified staff evaluator.
- The remediation plan shall provide for ninety school days of remediation within the classroom.
- A mid-point and final evaluation conducted by a certified staff evaluator during and at the end of remediation period shall be completed. Each evaluation shall assess the certified staff’s performance during the time period since the prior evaluation, provided that the final evaluation shall also include an overall evaluation of the certified staff’s performance during the remediation period.
- A final written evaluation and rating related to the remediation shall be issued to and discussed with the certified staff within ten days after the conclusion of the remediation period designated in the remediation plan. The evaluation shall identify any deficiencies in performance and recommendations for correction. However, the Board of Education shall not lose jurisdiction to discharge a certified staff in the event the evaluation is not issued within ten days after the conclusion of the respective remediation plan.
- The final written evaluation process shall be separate and distinct from the required annual evaluation of the certified staff and shall not be subject to the guidelines and procedures related to those annual evaluations. The evaluator may, but is not required, to use the forms provided for the annual evaluations.
- A rating equal to or better than “Proficient” in the school year following a rating of “Unsatisfactory” shall reinstate the certified staff to the evaluation schedule set forth in the District’s evaluation plan.
- The Board of Education may pursue dismissal in accordance to Illinois School Code for tenure certified staff who fail to complete any applicable remediation plan with a rating equal to or better than “Proficient”.
- If a teacher receives an “Unsatisfactory” summative rating, the certified staff will be assigned a peer evaluator.