

COLLECTIVE BARGAINING AGREEMENT

by and between the

BOARD OF EDUCATION  
DEER PARK COMMUNITY CONSOLIDATED  
SCHOOL DISTRICT #82

and the

DEER PARK TEACHERS COUNCIL  
AMERICAN FEDERATION OF TEACHERS  
LOCAL 604

EFFECTIVE JULY 1, 2021

THROUGH

JUNE 30, 2024



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ARTICLE I  
INTRODUCTION

1.1 Agreement

This Agreement is entered into by and between the Board of Education of Deer Park Community Consolidated School District 82, Ottawa, Illinois, hereinafter referred to as the "Board" and the Deer Park Federation of Teachers Council AFT Local 604, hereinafter referred to as the "Union" which is hereby recognized as the sole and exclusive bargaining agent of the full-time and part-time certified persons employed by District 82, with regard to salaries, hours and terms and conditions of employment except exempt employees under the IELRA.

1.2 Management Rights

Except as limited by the express provisions of this Agreement, the Board retains all rights to manage and direct the affairs of Deer Park Consolidated School District No. 82 conferred upon or vested in them by law. The Board shall continue to exclusively exercise such rights during the period of this Agreement except as limited by the express terms of this Agreement. The authority and powers of the Board as prescribed by the Statutes and Constitution of the State of Illinois and the United States shall continue unaffected by this Agreement except as expressly limited by the express provisions of this Agreement, and then only to the extent that such authority and powers are delegable. These Board rights include, but are not limited to, the following:

- A. To determine Deer Park Consolidated School District's objectives, policies and budget;
- B. To supervise and direct employees subject to this Agreement;
- C. To recruit, employ and train employees;
- D. To lay off or relieve employees in accordance with the School Code of the State of Illinois;
- E. To discipline, suspend and discharge employees, consistent with the School Code and this Agreement;
- F. To establish, modify or eliminate courses of instruction, including special programs, and athletic, recreational and social events for students;
- G. To change, relocate, modify or eliminate existing programs, services, methods, equipment or facilities, except that, to the extent that these impact working conditions covered by the Illinois Educational Labor Relations Act, the parties agree to bargain the impact of such a change in working conditions;
- H. To evaluate and transfer all employees;
- I. To determine assignments, academic calendar, class schedules, class size and combinations, non-classroom assignments, the hours and places of instruction;
- J. To determine policies on student examinations, and

K. To determine the responsibilities and assignment of those in the bargaining unit.

### 1.3 No Strike or Lockout

Neither the Union nor any officers, or employees will engage in any strike, sympathy strike, secondary boycott, slow down, concerted stoppage of work, or any other intentional interruption or disruption of the operations of the District or Board during the term of this Agreement. Any or all employees who violate any of the provisions of this Article may be disciplined by the Board. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

There shall be no lockout during the term of this Agreement.

### 1.4 Savings Clause

Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction or in the event the Congress or the Legislature enacts a law in conflict with any article, section or clause of this Agreement, said article, section or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violates the law, but the remaining articles, sections or clauses shall remain in full force and effect for the duration of the Agreement, if not affected by the deleted article, section or clause.

## ARTICLE II WORKING CONDITIONS

### 2.1. Work Day

The working day for Employees covered by this Agreement shall consist of 7.5 continuous hours, and shall commence no earlier than 8:00 a.m. nor end after 3:30 p.m.

Each teacher is expected to attend three (3) unpaid events each year if scheduled. Those events include, but are not limited to, the Christmas Program, Open House, and the Graduation Ceremony. Exceptions to attendance may be granted by the Administration for a non-reoccurring event.

Each teacher shall have ½ hour of duty-free lunch.

The work day includes fifteen (15) minutes before the start of the student attendance day and thirty (30) minutes after the conclusion of the student attendance day, (except on Fridays, in which the day shall last fifteen (15) minutes after the conclusion of the students' attendance day), with the exception of the days before Thanksgiving, Christmas and spring vacations, and for weather caused dismissals, in which case after the statutory five (5) hours of instruction time requirement for the payment of State Aid are met, teachers shall be allowed to leave fifteen (15) minutes after the students depart.

There will be no more than one mandatory faculty meeting per week. These faculty meetings will conclude by 3:30 p.m. These meetings shall take place on days when students are dismissed at 2:15 p.m. or if an emergency occurs that requires a faculty meeting.

## 2.2 Initial Employment

At the time of initial employment in the District, each teacher not employed for primarily supervisory or administrative duties shall be placed on the salary schedule by the Board at or below the appropriate step representing teaching experience and educational attainment, as verified by TRS. Credit for prior activity outside the District will be allowed to the extent it is recent and equivalent. Partial credit may be given at the discretion of the Board in consultation with the Union for activity that is not recent and equivalent.

## 2.3 Movement on Salary Schedule

- A. **Education Movement.** College credit classes obtained by a teacher from an accredited institution shall apply towards horizontal advancement on the salary schedule, provided said teacher has received prior approval in writing from the Superintendent that said course or courses are of value both to the teacher and to the District. Course approval decisions by the Superintendent shall be nonprecedential. Horizontal advancement on the salary schedule shall only take place at the beginning of the school year. Said teacher shall be responsible for providing the Superintendent with a properly certified transcript evidencing that such course work has been successfully completed, and such transcript must be presented prior to the 10<sup>th</sup> day of September for the new school year.
- B. **Experience Movement.** Completion of a minimum of one-hundred-thirty-five (135) school days or a full year of continuous, full time employment in the District shall entitle a teacher to move down one step on the salary schedule. Each teacher who is at an experience step below the cutoff point of the index column on the schedule shall be frozen at that step.

## 2.4 Tuition Reimbursement

Full-time teachers shall be reimbursed by the Board, the lesser of the actual cost for course work or \$250 for each graduate credit hour of at least 400 level or higher, per semester for approved college courses which have been successfully completed ("B" or better). Approval for such reimbursement must be given by the Superintendent prior to the employee undertaking such course or courses. Such approval must be in writing and will be based upon whether the course or courses will be of value both to the employee and to the District. The total number of approved credits that an employee may receive reimbursement for shall not exceed a total of nine (9) credits for each school year (July 1 through June 30). Approval for reimbursement decisions shall be nonprecedential. Reimbursement shall be paid within 30 days following notification satisfactory to the Superintendent of successful completion of such courses completed during the months of September through May, both inclusive. As to approved courses successfully completed during the months of June, July or August, reimbursement will be paid only to those teachers returning to the employ of the District for the following school year. Reimbursement for such summer courses shall be made by the District either by October 1 or within thirty (30) days following notification satisfactory to the Superintendent of Successful completion of the summer course, whichever is later (but no earlier than September 1).

## 2.5 Staff Development Leave

Each teacher shall be entitled to attend, without loss of pay, professional development activities with the Superintendent's approval. Employees shall be reimbursed for necessary expenses incurred,

including but not limited to registration, meals, hotel and travel up to a total expenditure of \$150 per day, excluding registration costs.

## 2.6 Meetings

Should the employee be required to meet with the Superintendent or the Board regarding a matter which may result in disciplinary action, he/she shall be notified of the reasons for the meeting, and shall be entitled to have a representative of the Union present.

## 2.7 Plan Periods

Each full-time teacher shall receive a minimum of 40 minutes of prep time during a full school day wherein at least 25 minutes will be uninterrupted. Teachers shall be reimbursed at a rate of \$25 per hour for duties they are required to cover during their plan period.

Teachers who accept an assignment to teach an overload (over six sections) will receive an additional amount to his/her salary equivalent of one-seventh of Step 0-BA of the salary schedule.

## 2.8 Work Year

The teacher work year, as evidenced by the school calendar adopted by the Board, shall consist of no more than 185 days, combining pupil attendance days, institutes, in-service days and emergency days. During the course of said year, teachers shall be required to have no more than 176 pupil contact days and no more than 180 teacher attendance days.

## 2.9 Mileage Reimbursement

Any employee required by the Board to use his/her personal automobile for District purposes shall be allowed to claim mileage reimbursement in the performance of their duties when personal vehicles are used. All mileage claims must be filed with the Superintendent and must be in accordance with district regulations. The rate of reimbursement will be the IRS rate.

## 2.10 Statistical Data

The Union president may regularly examine the following current information:

- A copy of the annual audit report.
- For time periods prior to the expiration of this Agreement which are not covered within the then-current annual audit, a monthly statement of financial position within one (1) week after each such statement is approved by the Board.

Upon request the Superintendent will give the Union President information containing the salary, years of experience, and degree of educational attainment of each Teacher. The Union President will be permitted to access a complete copy of the agenda for every Board meeting as soon as it is prepared, as well as a copy of the official, approved Board open session minutes and legally required notices of all Board meetings and Board Committee meetings.



The names and mailing addresses of all bargaining unit members who do not otherwise request that such information remain privileged and confidential, shall be provided to the Union upon request. Such list shall include job classification and worksite. As new unit members are employed, separated, transferred or have name or address changes, the names, mailing addresses, classifications, and site locations shall be provided to the Union within ten (10) workdays.

## 2.11 Communication

The Union shall be allowed use of the district internal communication systems as well as bulletin board space in lounges and break rooms.

At the beginning of each school year, the Union shall be allowed up to thirty (30) minutes with newly-hired employees. This will normally occur during new employee orientation.

The Union shall be notified within one (1) workday of the District's receipt of a Freedom of Information Act (FOIA) request that asks for information about any bargaining unit member, including, but not limited to, names, email addresses, any part of a home address, or list of members of the union, dues payers, or non-members.

The Union shall be allowed access to all worksites and grounds, including work location parking lots. A Union representative shall notify the building administrator when reporting to a worksite.

## 2.12 Personnel Records

Section 1. A personnel file for each teacher shall be kept in the Superintendent's office. The following information shall be included in the file; however, additional information may be included in the file as appropriate. When information is placed in a teacher's file, the teacher will be notified by email.

- A. Up-to-date transcripts of all college credits earned.
- B. Up-to-date list of teaching qualifications.
- C. Completed withholding form.
- D. Teacher service record information.
- E. Copy of all teaching certificates.
- F. Evaluation and communications

Each individual teacher shall have the right to see that the materials listed in subparagraphs (A) through (E) above are current.

Section 2. All material to be placed in the official Board file shall be inserted in a timely fashion, and shall be date stamped to indicate the date said material was placed in the file.

- A. Upon written request, a Teacher shall have the right to review and have reproduced all materials, with the exception of confidential references used by the Teacher to secure a position, in the employee's District personnel file. Such review shall take place under the supervision of the designated Administrator concerned. Reproduction of the non-confidential materials will be made only by the District.

- B. Rebuttal letter. Employees shall have the right to respond to any materials in their personnel folder and have the response placed in the file.

### 2.13 Use of School Facility

The Union shall have the right to use the school facilities for Union meetings, provided that the Union or representative designee, regardless if such person is an employee, shall not conduct Union business during employees' working hours while such employees are on duty, and must restrict such on campus Union related activity to such employees' non-working hours including lunch and break periods, and after school. Such conduct shall not disturb the work of employees. No planned Union activity shall occur during the school day.

In addition, the union shall be allowed access to school equipment, including but not limited to computers, copy machines, mailboxes, Teacher's Lounge bulletin boards and fax machines; however, the District may charge reasonable fees for the use of copy machines and fax machines.

### 2.14 Union/Management Meetings

The Superintendent or his/her designee shall meet at least once a month or as needed during the months of September through May with the Union President(s) at mutually agreed upon times to discuss matters relating to the implementation of this Agreement. If more than one representative of the Union shall be present, the Superintendent may opt to have another person present at the meeting. Proposed changes in existing policies and procedures and new policies and procedures may be subjects for discussion at such meetings.

### 2.15 Evaluation (See Appendix C)

The parties agree that in the event of any change in the law and/or regulations that would call into question any aspect of the attached Teacher Evaluation tool, the parties will meet and engage in good faith negotiations regarding any appropriate adjustment necessary in order to ensure that the Teacher Evaluation tool remains in compliance with all applicable laws and/or regulations.

### 2.16 Assignments, Seniority and Transfers

1. Assignment: A teacher shall be given written notice of his/her assignment on or before the July 1.
2. Posting of Vacancies: When openings occur each certified and qualified teacher will be notified of such openings by the Administration through placement of vacancy fliers in teachers' mailboxes. Over summer break the District will mail notices of openings to teachers who are legally qualified and certified to hold the position. Any teacher desiring to fill the vacancy shall, within seven business days of notice being sent, express his/her desire to the Superintendent's office.
3. Voluntary Transfers or Reassignment: Any teacher may request a transfer or reassignment in the coming school year and may apply in writing to the Superintendent for a reassignment where a vacancy exists.

4. Reduction in Force: The Board shall abide by the School Code of Illinois, as amended, provided however, that the Grievance procedure set forth in Article V shall not be available with regard to any allegation that the Board has not abided by the School Code of Illinois.

#### 2.17 Instructional Time and Lesson Plans

On a regular school day, instructional time at grade levels 6, 7 and 8 will consist of no less than 43-minute periods. On a regular school day, grade levels K-5, instructional time will consist of no less than 150 minutes ELA, 75 minutes of math, 30 minutes of science and 60 minutes of science and/or social studies, with a balance between the two content areas.

Teachers are required to submit a daily schedule by the first Teacher Institute Day and a yearly curriculum overview by the County Institute Day in October.

All teachers are expected to prepare weekly lesson plans and are required to ensure that lesson plans are completed and available no later than Monday morning at 8:00 a.m. Lesson plans will periodically be viewed by the administrator.

#### 2.18 Substitute Lesson Plans

All teachers should have a substitute folder on the desk no later than the first week of school. The substitute folder should include pertinent information such as: seating chart, behavior management plans, attendance sheets, special concerns, and emergency procedures. In order to provide a safe environment that is conducive to learning all teachers should report any concerns regarding the quality of teaching conducted by an assigned substitute teacher. Plans should be posted online or on the teacher's desk

#### 2.19 Dress Code

In general, District personnel are expected to use good judgment in regards to dress in the interest of establishing a professional image for our employees, promoting good grooming among students, ensuring an environment conducive to learning and promoting a working environment that is free from unnecessary disruption. The following guidelines shall apply:

1. Employees shall dress in a manner consistent with their job duties.
2. When teachers are attending outside functions representing the School, they are expected to dress appropriately and in good taste.
3. Clothing and jewelry shall not be a distraction to the learning environment, or advocate prejudice against any group/individual.
4. Clothes shall fit appropriately and be in good condition.
5. Teachers shall follow the school rule prohibiting hats and caps indoors.

## 2.20 Teacher Checkout

Teachers are required to check out in the office when leaving the building for any reason. No one is to leave school for personal business or any other reason without contacting the building administrator. All staff is encouraged to schedule medical appointments at times other than scheduled school days. Only the building administrator is authorized to check staff members out of the building. Any property belonging to Deer Park School should be checked in and/or out at the office. Teacher visitors should check in and out at the office.

## 2.21 Absences

If a Teacher is anticipating an absence, due to illness, the office staff should be notified no later than 7 a.m. on the day of the aforementioned illness. However, if possible, in order to schedule an appropriate substitute teacher, Teachers should make an effort to contact the office staff the night prior to an anticipated illness.

## 2.22 Teacher Injuries

The Illinois State Workman's Compensation Act legally covers all Teachers of Deer Park School for accidents sustained while on the job. All injuries must be reported to the administrator office as soon as possible following the school protocol on the forms provided.

## 2.23 Purchasing

All purchases to be paid for with school funds require approval in advance from the district superintendent/building administrator. Unless this approval is obtained, payment and/or reimbursement cannot be assured.

To order an item, teachers must complete a purchase order and submit it to the building administrator and/or office administrator/business director. If the item is not part of the department's approved budget the teacher must contact the building administrator before completing a purchase order. If an item or service is purchased and reimbursement is requested, or if it is received prior to a purchase order being submitted, a voucher to request reimbursement or payment is to be completed and be submitted to administrator for approval.

## 2.24 Teacher Publications and Instructional Material

Instruction related publications and/or instructional materials are the property of Deer Park School. Consequently, all instruction related publications (e.g., class newsletters, curriculum outlines and curriculum guides) and instructional materials (e.g., books, manuals, and student related documentation) are to be pre-approved by the administrator prior to display or publication. The administrator may provide summary approval regarding instruction related publications and/or instructional materials of similar kind or character. All said aforementioned materials (excepting teacher purchased publications and materials) are to be left with the school upon faculty departure.

2.25 Media Communication

In order to provide consistency, all media communication to and from Deer Park School must be processed through the administrator’s office, provided however, that this provision shall not be construed to inhibit Teachers from engaging in any Union communication.

2.26 Computer Network

Each Teacher shall regularly update the District’s TeacherEase network regarding student performance.

2.27 Combined Classes

A Teacher who is assigned to teach a combine grade level class will receive an overload stipend for the first year that the grade levels are combined.

ARTICLE III  
LEAVES OF ABSENCE

3.1 Sick Leave

Each full-time teacher shall be entitled to sick leave each school term according to the following schedule:

<u>Employee Status</u>	<u># of Days</u>
Teachers w/<15 yrs.	16
Teachers w/15+ yrs.	17
Teachers w/25+ yrs.	18

Teachers may receive a maximum of 340 days of service credit at retirement for unused, uncompensated sick leave. To be creditable for retirement purposes, sick leave days must actually be available for use by a member in the event of illness. Service credit is not available and cannot be computed for sick leave days added to the record of a teacher for the purpose of increasing a teacher’s retirement service credit.

The above accumulates to three hundred forty (340) days for teachers, provided however, that Teachers shall be provided their annual allotment of sick leave for use in their last year of employment, and to the extent that such additional days would, if accumulated, result in an accumulation in excess of 340 days, such unused days shall not accumulate.

Sick leave shall be interpreted to mean leave for serious illness or death in the immediate family. Immediate family shall mean parents, spouse, brothers, sisters, children, stepchildren, grandparents, grandchildren, parents-in-law, stepparents, brothers-in-law, sisters-in-law, legal guardians and legal dependents. In addition, up to three (3) sick leave days may be used each school year for serious illness or death of aunts, uncles, sons-in-law and daughters-in-law; any additional use of sick leave

for said relations requires approval by the Board. Serious illness shall mean illness requiring consultation with a physician or hospital care.

The Board reserves its rights, powers and duties pursuant to 105 ILCS 5/24-6.

### 3.2 Sick Bank:

The Deer Park School Board of Education authorizes the Deer Park Council to construct a sick bank. The Deer Park Board of Education takes neither responsibility for nor ownership of the sick bank. The Deer Park Board of Education authorizes no funds or personnel to administer or maintain the sick bank.

1. **Membership:** Any Union member employed at Deer Park C. C. S. D. #82 may join the Sick Leave Bank. As a member, a Teacher must contribute one (1) day to the bank for the first year of membership and two (2) days each for the second and third years of membership. After the third year, a member of the Sick Leave Bank shall not be asked to contribute any more days unless the bank drops below 25 accumulated days. Even then, no assessment will ever exceed one (1) day per year. All days required for membership must be contributed by October 1<sup>st</sup> of each school year.
2. **Administration:** The Sick Leave Bank Committee shall oversee the bank's operation and consist of three (3) members. The committee shall be selected from the Union members and the first committee members shall serve a one, two, and three year term. Thereafter each incoming committee member shall serve a three year term. The committee shall meet when necessary, but at least once each school year. The Board is not responsible for any decision on a claim. No grievance may be filed against the Administration or Board because of a decision of the committee. All actions of the committee may be appealed to the total Union membership with a simple majority vote overruling the committee.
3. **Use:** Sick leave days may be withdrawn from the bank only for the teacher's illness or injury, after his/her own sick days have been exhausted. Withdrawals from the bank will be limited to ten (10) days. A request for withdrawal of sick leave days must be accompanied by a physician's written endorsement.

### 3.3 Personal Leave

Each employee shall be granted three (3) personal days per year that can be rolled over into accumulated sick leave. Personal leave shall be without loss of pay or deduction of sick leave. No explanation is needed. If an employee wishes to take a personal day the first or last day of the school year, or on a scheduled Teacher Institute Day, they need the approval of an administrator.

Personal leave shall be reported and charged in full or half day increments. If an employee's absence on a particular day is less than 3.5 hours, he or she shall be charged for one half day of leave. An absence of 3.5 hours or more of work shall be charged as a full day of leave. Employees may be absent for up to one hour for emergencies only with administrative approval without loss of personal time. Employees must also sign out before leaving the building.

### 3.4 Bereavement Leave

In the event of the death of a member of an employee's immediate family, including parents, spouse, brothers, sisters, children, stepchildren, aunts, uncles, grandparents, grandchildren, parents-in-law, stepparents, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, legal guardians and legal dependents, such employee shall be entitled to two (2) days of absence per year without loss of pay and without loss of personal or sick leave.

### 3.5 Jury Duty

Payment in full by the Board shall be made to an employee on jury duty provided such employee refunds to the Board the amount received as payment for such service, assuming that pay for duty is less than the employee's regular pay. Daily rates received for such duties shall be reimbursed to the Board only for those working days when the employee was absent and do not include any compensation received for food or travel.

### 3.6 Child-Rearing Leave

The School Board shall grant a professional staff member's request for a non-paid, child-rearing leave, not to exceed ninety (90) school days provided the request complies with this policy. Nothing in this policy shall prohibit a professional staff member from utilizing sick days during a disability due to pregnancy.

A teacher must request, if possible, a child-rearing leave by notifying the Superintendent in writing no later than sixty (60) days before the requested leave's beginning date. The Superintendent shall present the plan to the Board at their next available Board meeting. The request should include the proposed leave dates.

Subject to the insurance carrier's approval, the teacher may maintain insurance benefits at his or her own expense during a child-rearing leave.

A professional staff member desiring to return before the leave's expiration will be assigned to an available vacancy for which the teacher is qualified, subject to scheduling efficiency and instruction continuity. Upon completion of the leave, the Board will consider, but does not guarantee, that the employee will resume the assignment performed prior to the commencement of the leave.

During the time a professional staff member is on leave, continued participation in Extra-Curricular / Extra-Duty assignments will be at the discretion of the Board.

All provisions contained in this section shall apply for legal adoption.

### 3.7 General Leave of Absence Procedures

Leaves of absence for purposes other than those otherwise provided in this Agreement may be obtained by application to the Board. The certified staff member requesting the leave of absence shall submit an application to the Superintendent stating his/her intent, the reasons for the request, and the anticipated dates for the commencement and duration of the leave. If possible, such applications shall be submitted sixty (60) days prior to the desired commencement date of the leave.

Upon receipt of the written application for leave, the Superintendent shall submit the application to the Board for its review. Thereafter, the Board may schedule a hearing, at its discretion, on the certified staff member's request for leave. The Board, in its discretion, shall determine whether the requested leave shall be granted; furthermore, should such leave be granted, the Board shall determine the terms and conditions governing the certified staff member's return from such leave.

Certified staff returning from approved leave of absence shall be placed on the salary schedule at their prior position unless the certified staff member worked at least ninety (90) school days in the school year in which the leave began, in which event the certified staff member shall be credited with an additional year's experience.

Certified staff whose sick leave is exhausted may at the discretion of the Board be granted consecutive or intermittent unpaid family or medical leave for the birth or adoption of a child (per Section 3.5 of this Article), serious personal illness or to care for a son, daughter, spouse, or parents of the certified staff who has a serious health condition.

#### ARTICLE IV COMPENSATION/FRINGE BENEFITS

##### 4.1 Payroll Distribution/Deductions

- A. Teachers shall be paid twice per month on the 15<sup>th</sup> and 30<sup>th</sup> or on the Friday before those dates when they fall on a non-business day.
- B. Union Dues Deduction - Union dues of AFT members shall be withheld twice per month from salary checks and paid monthly by check to AFT Local 604 in accordance with Article VI, Payroll Deduction.

##### 4.2 Extracurricular and Extra Duty Pay

- A. The Board will contribute the full TRS amount on all creditable extracurricular earnings.
- B. Extracurricular and extra duty pay shall be compensated as set forth in the schedule attached hereto as Appendix B.
- C. All extracurricular and extra duty activities set forth on Appendix B shall be offered to employees covered by this Agreement based on qualifications prior to seeking persons from outside the bargaining unit; provided, however, that the person filling each such activity in the previous year shall first be considered for retention.

##### 4.3 Salary Provisions

Teachers will receive a step on the salary schedule each year of the agreement. Salary schedule cells will increase by two percent (2%) in 2021-22, three percent (3%) in 2022-23 and three percent (3.0%) in 2023-24. In addition, starting in the 25<sup>th</sup> year of service with the District, a teacher shall receive a longevity bonus each year equal to the step in the teacher's respective column on the salary schedule.



Cell/step increases and longevity bonuses shall not apply to teachers participating in the Retirement Incentive set forth herein.

The salary schedule as negotiated between the Board and Union can be found in Appendix A of this Agreement.

#### 4.4 Sheltering Teacher Retirement Contributions

In addition to the annual salary set forth in the Salary Schedule attached hereto, the Board shall pay the Teachers' mandatory TRS contribution in the amount of up to 10.3753% of the Salary Schedule amount to TRS for TRS retirement benefits purposes. The TRS contribution shall be excluded from the gross income of the Teacher for income tax purposes and in compliance with IRS Rules and Regulations.

#### 4.5 Retirement Incentive

A. Eligibility. In order to be eligible, the following conditions must be met:

- i. The employee must be at least fifty-four (54) and turning fifty-five (55) within six (6) months of his/her last day of service.
- ii. The employee must have at least fifteen (15) years of teaching service in the District at the time of their retirement.
- iii. The employee has twenty (20) or more years of service in the TRS System at the time of retirement.
- iv. The employee must retire at the end of the applicable school year.
- v. Employees must submit an irrevocable letter of resignation from the District by August 1 of the year when their retirement plan is to begin.

B. Term of Incentive. Employees may select to participate in the plan for between one (1) and four (4) years. The employee's total creditable earnings shall be 3% more than the previous year. In addition, the employee shall receive a non-creditable, post-retirement payment in the amount of \$2,000 for each year of the incentive (up to a maximum of \$8,000), payable after July 1, but no later than September 1, in the year of retirement.

C. Number of Participants. No more than one (1) employee may elect to enroll in the Retirement Incentive in any school year. If more than one eligible employee indicates interest in enrolling in the Retirement Incentive in a particular year, then they shall be selected based on District seniority.

D. Extracurricular Assignments. In the event an employee resigns from or is relieved of an extracurricular assignment during the term of this agreement or the year(s) covered by the retirement incentive, the extracurricular agreement compensation shall be deducted from that year's total salary.

E. Limitation. It is the intent of the parties that the Board of Education not be assessed any actuarial costs or other penalties by TRS as a result of employee compensation increases in any of the last four years of employment exceeding 3%. Therefore, employees (whether or not such employees enroll in the early retirement incentive) are not permitted to engage in any extra duties or other assignments that would cause their compensation during any such year to increase by more than 3%. If employees engage in such activities, their compensation for those activities may be reduced to such a level that the 3% total compensation limit is not exceeded.

In the event the General Assembly enacts legislation which increases the financial liability of the District above and beyond which it currently would be under the terms of this Agreement and existing law, and such legislation is applied to so affect the District's obligations in connection with any teacher retiring under this Agreement, then the parties agree that the Board shall only be obligated to make payments under this Agreement to the extent that the District is not assessed any actuarial costs or other penalties by TRS as a result of employee compensation increases in any of the last four years of employment exceeding 3%.

#### 4.6 Health Insurance

The Board of Education shall pay towards the amount of the single health care premium with the following caps:

2021-2022: \$725

2022-2023: \$700

2023-2024: \$700

The Board and Union shall negotiate any change in the deductible, co-pay, carrier or coverage for the duration of the agreement.

In the event that that multiple full-time District employees qualify to be covered by one family insurance plan, the Board shall pay the amount it would otherwise pay toward the cost of single health insurance for each employee towards such family insurance coverage.

Teachers who receive health insurance from another source may opt-out of the District's insurance option. In addition, they may receive up to \$1,000 annually. This insurance benefit is not intended by the parties to be a TRS-reportable flexible benefits plan. It serves as an alternative form of non-creditable compensation in lieu of board-provided health insurance. This option shall allow eligible Teachers who have access to other health insurance coverage to waive coverage under the District plan in exchange for payment of a portion of the Teacher's out-of-pocket costs under such other health insurance coverage, totaling up to \$1,000 for verified costs (i.e., deductibles, out-of-pocket expenses, etc.) but not the cost of premium expenses of another insurance policy. The Teacher will provide proof of costs by May 1 of each school year and shall receive reimbursement for said costs no later than June 1.

#### 4.7 Life Insurance

Each employee shall receive life insurance, including accidental death and disability benefits, in the amount of fifty thousand dollars (\$50,000).

ARTICLE V  
GRIEVANCE PROCEDURE

A. Definition

Any claim by a teacher, group of teachers, or the Union that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement, shall be a grievance.

B. Time Bar

A grievance may be filed within ten (10) days of the alleged action as defined in Paragraph A above.

C. Time Limits

All time limits consist of school days, except when a grievable action occurs less than twenty-five (25) days before the end of the current school term, time limits shall consist of all weekdays in order that the matters may be resolved before the close of the school term or as soon thereafter as possible. School days for the purpose of the grievance procedure shall mean teacher employment days.

D. Grievance Representation

Upon selection and certification of a grievance representative by the Union, the Board shall recognize such representative. At least one (1) Union representative shall be present at any meeting, hearing, appeal or other proceeding relating to a grievance which has been formally presented at Step 2 or beyond. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with his/her supervisor and having the grievance adjusted without intervention of the Union, provided the Union has been notified and the adjustment is not inconsistent with the terms of this Agreement.

E. Step 1 – Informal Resolution

The parties hereto acknowledge it is usually most desirable for a teacher and his/her immediate involved supervisor to resolve problems through free and informal communications. When requested by either party, representatives may accompany the participants to assist in the formal resolution of the grievances at Step 1 or beyond. An in-person contact by the grieving party shall be made to resolve any alleged grievance by means of an informal, verbal discussion between the aggrieved and the Direct Supervisor or Superintendent within ten (10) school days of the occurrence of the event that purportedly caused the grievance. Failure to respond within ten (10) days will automatically continue the grievance to Step 2.

F. Step 2 – Superintendent Level

If the grievance is not resolved informally by Step 1, or Step 1 is bypassed, then the teacher or the Union shall refer a formal grievance to the Superintendent or his/her official designee within ten (10) days after receipt of the Step 1 answer or within ten (10) days after the Step 1 meeting, whichever is later. The Superintendent shall arrange for a meeting with the representative of the Union's grievance committee to take place within ten (10) days of his/her receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to

develop facts pertinent to the grievance. Upon conclusion of the meeting, the Superintendent shall have ten (10) days in which to provide a written decision with reasons to the Union.

G. Step 3 – Board Level

If the grievance is not resolved by Step 2 within the time limits provided, the grievance may be heard by the Board at its option. The Union must refer the matter to the Board within ten (10) days of the expiration of the time limits set in Step 2 above. The President of the Board shall arrange for a meeting to take place with the teacher and/or representative of the Union grievance committee within ten (10) days of its receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the meeting, the President of the Board shall have ten (10) days in which to provide a written decision with reasons to the grievant and the Union.

H. Step 4 – Arbitration

If the Union is not satisfied with the disposition of the grievance at Steps 2 and 3, or the time limits expire without the issuance of the Superintendent's and the Board President's written reply, or if the Board elects not to hear the grievance, the Union may submit the grievance to final and binding arbitration through the Federal Mediation and Conciliation Service (FMCS), which will be asked to submit a list of nine (9) arbitrators from which a final selection will be made by alternate striking by the Board and the Union. If a demand for arbitration is not filed within thirty (30) days of the date of the Board's Step 3, then the grievance shall be deemed withdrawn.

I. Evidence

Neither the Board nor the Union shall be permitted to assert any grounds or evidence before the arbitrator which was not previously disclosed to the other party.

J. Limitation of Arbitration

The arbitrator, in opinion, shall not amend, modify, nullify, ignore, or add to 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 the decision must be based solely and only upon the arbitrator's interpretation of or application of the express relevant language of this Agreement.

K. Arbitration Award

The arbitrator is empowered to include in any award such financial reimbursements or other remedies as he/she judges to be proper.

L. Costs

Each party shall bear the full costs for its representation in the arbitration. The cost of the arbitrator shall be divided equally between the parties.

M. Transcripts

If either party requests a transcript of the proceedings, that party shall bear the full costs for that transcript. If both parties order a transcript, the cost of the two transcripts shall be divided equally between the parties.

N. Duplication of Remedies

If the Union or any employee files any claim or complaint in any form other than under the grievance procedure of this Agreement, then the School District shall not be required to process the same claim or set of facts through the grievance procedure.

O. Bypass

If the Union and the Superintendent agree, Step 1 and/or Step 2 of the grievance procedure may be bypassed and the grievance brought directly to the next step.

P. Union Participation

The Board acknowledges the right of the Union's grievance representative to participate in the processing of a grievance at any level beyond Step 2, and no teacher shall be required to discuss any grievance if the Union's representative is not present.

Q. Grievance Investigation

The Board and the Administration shall cooperate with the Union in its investigation of any grievance, and further, they shall furnish the Union with such information requested as required by law for the processing of any grievance.

R. No Reprisals

No reprisals of any kind shall be taken by the Board or the Administration against a teacher because of his/her participation in a grievance.

S. Release Time

No teacher required by the employer to participate in any formal or informal aspect of the procedures contained and described within this article during the normal workday shall suffer any loss of pay or benefits for such periods of time as he or she is involved in such procedures.

T. Records

All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participant.

U. Grievance Withdrawal

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

ARTICLE VI  
PAYROLL DEDUCTION

- A. The District shall honor employees' individually authorized deduction forms, and shall make such deductions in the amounts certified by the Union for union dues, assessments, or fees. Authorized deductions shall be irrevocable except 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.
- B. The District agrees to remit these dues and/or fees to the Union once each month that dues/fees are deducted. A list of teachers for whom deductions have been made and the amount of each deduction shall accompany the first remission. Any changes in personnel from the list previously furnished shall be submitted to the Union within ten (10) workdays.
- C. The Union shall indemnify and hold harmless the Board, it's 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, or by reason of action taken by the Board for the purposes of complying with the above provisions of this Article, or in reliance on any list, notice, certification, affidavit, or assignment furnished by the Union under any such provisions. The Union shall not be responsible for the attorney's fees of any attorney for the employer other than an attorney employed and supervised or directed by the Union.

ARTICLE VII  
FITNESS EXAMINATIONS

If there is any question concerning an employee's fitness for duty, or fitness to return to duty following a layoff or leave of absence, the Board may require at its expense that the employee have an examination by a qualified and licensed physician or other appropriate medical professional selected by the Board.

ARTICLE VIII  
NEGOTIATION PROCEDURES

The Board and the Union have the authority and duty to meet at reasonable times and negotiate in good faith in order to execute a written contract incorporating any agreement reached by the parties.

All requests for communication with the Board shall be channeled through the Superintendent or designated representative, and requests to the Union shall be made to the President of the Union or designated representative.

Unless both parties agree otherwise, negotiations are not to begin before March 1<sup>st</sup> of the expiration year of the contract. Facts, options, and proposals may be exchanged freely during the meeting or meetings in an effort to reach mutual understanding and agreement on negotiable items. All tentatively agreed upon material shall be prepared for the Board and Union and initialed.

ARTICLE IX  
COMPLETE UNDERSTANDING

This Agreement, upon ratification, supersedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term, except for mandatory subjects of bargaining as defined in the Illinois Education Labor Relations Act.

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE X  
DURATION

This Agreement will not be considered binding until the Union has formally notified the Board, in writing, of official acceptance of this document by the membership and approval by formal Board of Education action at a public meeting. Upon acceptance, this Agreement shall remain in full force and effect until June 30<sup>th</sup>, 2024.

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new agreement is reached unless either party gives at least ten (10) days' written notice to the other party of its desire to terminate this Agreement, provided such termination date shall not be before the anniversary date set forth in the preceding paragraph.

The parties witness thereto:

\_\_\_\_\_  
Council President  
Deer Park Federation of Teachers  
AFT Local 604  
IFT/AFT/AFL-CIO

\_\_\_\_\_  
Board President  
Deer Park CCSD #82  
Ottawa, Illinois

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**APPENDIX A**

Salary Schedule for 2021-2022

<b>Step</b>	<b>BA</b>	<b>BA+8</b>	<b>BA+16</b>	<b>BA+24</b>	<b>MA</b>	<b>MA+8</b>	<b>MA+16</b>	<b>MA+24</b>
<b>0</b>	34,335.24	34,600.59	34,865.95	35,131.32	35,396.67	35,662.04	35,927.39	36,192.75
<b>1</b>	35,021.94	35,379.11	35,737.60	36,097.42	36,458.57	36,821.05	37,184.84	37,549.97
<b>2</b>	35,708.64	36,157.62	36,609.25	37,063.53	37,520.48	37,980.07	38,442.30	38,907.21
<b>3</b>	36,395.35	36,936.13	37,480.90	38,029.65	38,582.37	39,139.08	39,699.77	40,264.43
<b>4</b>	37,082.06	37,714.65	38,352.55	38,995.75	39,644.27	40,298.10	40,957.22	41,621.66
<b>5</b>	37,768.75	38,493.17	39,224.19	39,961.88	40,706.18	41,457.10	42,214.69	42,978.89
<b>6</b>	38,455.47	39,271.68	40,095.84	40,927.98	41,768.08	42,616.12	43,472.15	44,336.12
<b>7</b>	39,142.17	40,050.19	40,967.49	41,894.09	42,829.97	43,775.14	44,729.61	45,693.35
<b>8</b>	39,828.87	40,828.70	41,839.15	42,860.20	43,891.88	44,934.16	45,987.07	47,050.57
<b>9</b>	40,515.58	41,607.22	42,710.80	43,826.32	44,953.78	46,093.18	47,244.52	48,407.80
<b>10</b>	41,202.29	42,385.72	43,582.44	44,792.42	46,015.67	47,252.19	48,501.98	49,765.02
<b>11</b>	41,888.98	43,164.24	44,454.09	45,758.54	47,077.58	48,411.21	49,759.44	51,122.26
<b>12</b>	42,575.70	43,942.76	45,325.74	46,724.65	48,139.48	49,570.23	51,016.90	52,479.49
<b>13</b>	43,262.40	44,721.28	46,197.39	47,690.76	49,201.37	50,729.24	52,274.36	53,836.71
<b>14</b>		45,499.78	47,069.03	48,656.87	50,263.27	51,888.26	53,531.81	55,193.94
<b>15</b>		46,278.30	47,940.68	49,622.99	51,325.18	53,047.27	54,789.27	56,551.17
<b>16</b>		47,056.81	48,812.33	50,589.09	52,387.07	54,206.29	56,046.73	57,908.40
<b>17</b>		47,835.32	49,683.99	51,555.21	53,448.98	55,365.30	57,304.19	59,265.63
<b>18</b>		48,613.83	50,555.64	52,521.32	54,510.88	56,524.32	58,561.65	60,622.85
<b>19</b>		49,392.36	51,427.28	53,487.42	55,572.78	57,683.34	59,819.10	61,980.09
<b>20</b>			52,298.93	54,453.54	56,634.67	58,842.36	61,076.56	63,337.31
<b>21</b>				55,419.64	57,696.58	60,001.38	62,334.03	64,694.54
<b>22</b>					58,758.48	61,160.39	63,591.48	66,051.76
<b>23</b>						62,319.40	64,848.94	67,409.00
<b>24</b>							66,106.39	68,766.23
<b>25</b>								70,123.45

100% Board-paid TRS not included.



Salary Schedule for 2022-2023

<b>Step</b>	<b>BA</b>	<b>BA8</b>	<b>BA16</b>	<b>BA 24</b>	<b>MA</b>	<b>MA8</b>	<b>MA16</b>	<b>MA24</b>
<b>0</b>	35,365.30	35,638.61	35,911.92	36,185.26	36,458.57	36,731.90	37,005.21	37,278.53
<b>1</b>	36,072.60	36,440.48	36,809.73	37,180.35	37,552.33	37,925.68	38,300.39	38,676.47
<b>2</b>	36,779.90	37,242.35	37,707.53	38,175.43	38,646.09	39,119.47	39,595.57	40,074.42
<b>3</b>	37,487.22	38,044.21	38,605.33	39,170.54	39,739.84	40,313.26	40,890.76	41,472.36
<b>4</b>	38,194.52	38,846.09	39,503.13	40,165.63	40,833.60	41,507.04	42,185.94	42,870.31
<b>5</b>	38,901.82	39,647.96	40,400.92	41,160.73	41,927.37	42,700.82	43,481.13	44,268.26
<b>6</b>	39,609.13	40,449.83	41,298.72	42,155.82	43,021.12	43,894.60	44,776.31	45,666.20
<b>7</b>	40,316.44	41,251.69	42,196.52	43,150.92	44,114.87	45,088.39	46,071.50	47,064.15
<b>8</b>	41,023.73	42,053.56	43,094.32	44,146.00	45,208.63	46,282.19	47,366.68	48,462.09
<b>9</b>	41,731.05	42,855.43	43,992.12	45,141.11	46,302.39	47,475.97	48,661.86	49,860.04
<b>10</b>	42,438.36	43,657.29	44,889.91	46,136.20	47,396.14	48,669.76	49,957.04	51,257.98
<b>11</b>	43,145.65	44,459.16	45,787.71	47,131.29	48,489.91	49,863.55	51,252.22	52,655.92
<b>12</b>	43,852.97	45,261.05	46,685.51	48,126.39	49,583.67	51,057.33	52,547.41	54,053.87
<b>13</b>	44,560.27	46,062.92	47,583.31	49,121.49	50,677.41	52,251.12	53,842.59	55,451.81
<b>14</b>		46,864.78	48,481.10	50,116.57	51,771.17	53,444.90	55,137.77	56,849.76
<b>15</b>		47,666.65	49,378.90	51,111.68	52,864.93	54,638.69	56,432.95	58,247.70
<b>16</b>		48,468.52	50,276.70	52,106.77	53,958.68	55,832.48	57,728.13	59,645.65
<b>17</b>		49,270.38	51,174.51	53,101.86	55,052.45	57,026.26	59,023.32	61,043.60
<b>18</b>		50,072.25	52,072.31	54,096.96	56,146.21	58,220.05	60,318.50	62,441.54
<b>19</b>		50,874.13	52,970.10	55,092.05	57,239.97	59,413.84	61,613.68	63,839.49
<b>20</b>			53,867.90	56,087.14	58,333.71	60,607.63	62,908.86	65,237.43
<b>21</b>				57,082.23	59,427.47	61,801.42	64,204.05	66,635.38
<b>22</b>					60,521.23	62,995.21	65,499.23	68,033.32
<b>23</b>						64,188.98	66,794.41	69,431.26
<b>24</b>							68,089.59	70,829.21
<b>25</b>								72,227.15

100% Board-paid TRS not included.

Salary Schedule for 2023-2024

<b>Step</b>	<b>BA</b>	<b>BA8</b>	<b>BA16</b>	<b>BA 24</b>	<b>MA</b>	<b>MA8</b>	<b>MA16</b>	<b>MA24</b>
<b>0</b>	36,426.26	36,707.77	36,989.28	37,270.82	37,552.33	37,833.85	38,115.37	38,396.89
<b>1</b>	37,154.78	37,533.70	37,914.02	38,295.76	38,678.90	39,063.45	39,449.40	39,836.77
<b>2</b>	37,883.30	38,359.62	38,838.75	39,320.69	39,805.47	40,293.05	40,783.44	41,276.66
<b>3</b>	38,611.83	39,185.54	39,763.49	40,345.66	40,932.03	41,522.65	42,117.48	42,716.53
<b>4</b>	39,340.36	40,011.48	40,688.22	41,370.59	42,058.60	42,752.25	43,451.52	44,156.42
<b>5</b>	40,068.87	40,837.40	41,612.95	42,395.55	43,185.19	43,981.84	44,785.56	45,596.31
<b>6</b>	40,797.41	41,663.33	42,537.68	43,420.49	44,311.76	45,211.44	46,119.60	47,036.19
<b>7</b>	41,525.93	42,489.24	43,462.41	44,445.44	45,438.32	46,441.04	47,453.64	48,476.07
<b>8</b>	42,254.45	43,315.17	44,387.15	45,470.38	46,564.89	47,670.65	48,787.68	49,915.95
<b>9</b>	42,982.98	44,141.10	45,311.88	46,495.34	47,691.46	48,900.25	50,121.71	51,355.84
<b>10</b>	43,711.51	44,967.01	46,236.61	47,520.28	48,818.02	50,129.85	51,455.75	52,795.71
<b>11</b>	44,440.02	45,792.94	47,161.34	48,545.23	49,944.60	51,359.45	52,789.78	54,235.60
<b>12</b>	45,168.56	46,618.88	48,086.08	49,570.18	51,071.18	52,589.05	54,123.83	55,675.49
<b>13</b>	45,897.08	47,444.80	49,010.81	50,595.13	52,197.74	53,818.65	55,457.87	57,115.37
<b>14</b>		48,270.72	49,935.54	51,620.07	53,324.31	55,048.25	56,791.90	58,555.26
<b>15</b>		49,096.65	50,860.27	52,645.03	54,450.88	56,277.85	58,125.94	59,995.13
<b>16</b>		49,922.57	51,785.01	53,669.97	55,577.44	57,507.45	59,459.97	61,435.02
<b>17</b>		50,748.49	52,709.74	54,694.92	56,704.02	58,737.05	60,794.02	62,874.91
<b>18</b>		51,574.41	53,634.48	55,719.87	57,830.59	59,966.65	62,128.05	64,314.79
<b>19</b>		52,400.35	54,559.20	56,744.81	58,957.16	61,196.25	63,462.09	65,754.67
<b>20</b>			55,483.93	57,769.76	60,083.73	62,425.86	64,796.12	67,194.55
<b>21</b>				58,794.70	61,210.30	63,655.46	66,130.17	68,634.44
<b>22</b>					62,336.87	64,885.06	67,464.20	70,074.31
<b>23</b>						66,114.65	68,798.24	71,514.20
<b>24</b>							70,132.27	72,954.09
<b>25</b>								74,393.97

100% Board-paid TRS not included.

**APPENDIX B**

**EXTRA-CURRICULAR/EXTRA DUTY SALARY SCHEDULE**

<u>POSITION</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>
Volleyball Coach	\$1,850	\$1,900	\$1,950
Boys' Basketball Coach	\$1,850	\$1,900	\$1,950
Girls' Basketball Coach	\$1,850	\$1,900	\$1,950
Track Coach	\$1040	\$1090	\$1140
Cheerleading Coach	\$1040	\$1090	\$1140
Scholastic Bowl Coach	\$1040	\$1090	\$1140
Student Council Advisor	\$1040	\$1090	\$1140
Yearbook Club Sponsor	\$1040	\$1090	\$1140
Agriculture Club Sponsor	\$1040	\$1090	\$1140
Art Club Sponsor	\$500	\$550	\$600
Supervision at Events (per event)	\$50.00	\$75.00	\$100.00

The Board shall pay 100% of the TRS contribution on the above stipends.

## APPENDIX C

### Deer Park C.C.S.D. #82

### Teacher Evaluation Plan

Deer Park C.C.S.D.#82 will based the bulk of the teacher evaluation plan on the Danielson Model as it is closely aligned with the Illinois Professional Teaching Standards. The evaluation plan was developed by a committee that included three teachers and the superintendent. Once the plan was developed the entire staff had the opportunity for input that the committee took into consideration. The plan was then approved by the board of education. The committee will meet on annual basis to discuss potential revisions.

#### **Domains**

70% of the evaluation will be based on professional practice in 4 domains: Planning and Preparation, The Classroom Environment, Instruction and Professional Responsibilities. 30% of the evaluation will be based on student growth as it relates to academic achievement (beginning Fall of 2016).

Components of each of the domains and student growth are as follows.

#### **Planning and Preparation 10%**

- Demonstrating Knowledge of Content and Pedagogy
- Demonstrating Knowledge of Students
- Setting Instructional Outcomes
- Demonstrating Knowledge of Resources
- Designing Coherent Instruction
- Designing Student Assessments

#### **Classroom Environment 24%**

- Creating an Environment of Respect and Rapport 6%
- Establishing a Culture for Learning 6%
- Managing Classroom Procedures 6%
- Managing Student Behavior 6%

#### **Instruction 24%**

- Communicating with Students 6%
- Using Questioning/Prompts and Discussion Techniques 6%
- Engaging Students in Learning 6%
- Using Assessment in Instruction 6%

#### **Professional Responsibilities 10%**

- Reflecting on Teaching
- Maintaining Accurate Records
- Communicating with Families
- Participating in a Professional Community
- Growing and Developing Professionally

## Showing Professionalism

### **Student Growth 30% (beginning Fall of 2016)**

Each teacher will develop an annual student growth goal in collaboration with the administration. Student growth will be measured through one standardized assessment and at least one classroom assessment. Student growth will be rated as exceeds one or both goals; if one goal is exceeded the other must be met (4), meets both goals (3), meets one goal (2) or negative growth (1). These ratings will be incorporated in determining the Performance Evaluation Rating.

### **Plan Implementation**

The plan will be implemented according to following definitions, timelines and rules.

#### **Written Notice**

At the start of the school year the administration shall provide a written notice that a performance evaluation will be conducted to each teacher affected.

#### **FORMAL EVALUATION**

##### **Evaluation Cycle**

Tenured – every two years.

Non-Tenured – every year.

##### **Number of Observations**

Tenured – a minimum of two every evaluation cycle.

Non-Tenured – a minimum of two every evaluation cycle.

##### **Length of Observation**

A minimum of 43 minutes.

##### **Pre-Conference**

Teacher submits in advance of conference a written lesson plan. Evaluator will then meet and discuss plan and may make recommendations for areas of focus.

##### **Post-Conference**

Evaluator must provide feedback in writing and discuss evidence collected. The teacher may provide additional information.

#### **Performance Evaluation Rating**

All teachers will receive a final performance evaluation rating of excellent (4), proficient (3), needs improvement (2) or unsatisfactory (1).

#### **INFORMAL EVALUATION**

##### **Evaluation Cycle**

Tenured – anytime.

Non-Tenured – anytime.

##### **Number of Observations**

Tenured – no limit.

Non-Tenured – no limit.

##### **Length of Observation**

No minimum.

##### **Pre-Conference**

Not required.

##### **Post-Conference**

Not required but the evaluator must provide written feedback if anything observed would be rated needs improvement or unsatisfactory.

### **Performance Evaluation Rating (cont.)**

***Tenured teachers with a performance evaluation rating of needs improvement*** will be observed a minimum of 3 times and a professional development plan must be developed within 30 days after the rating is assigned. If at the end of the next evaluation cycle the teacher receives a final performance evaluation rating of proficient or excellent they will return to the regular evaluation cycle.

***Tenured teachers with a performance evaluation rating of unsatisfactory*** will be observed a minimum of 3 times and remediation plan must be developed by the evaluator within 30 days after the rating is assigned. The remediation period is 90 days. The teacher will receive a mid-point and final evaluation rating. If at the end of the remediation the teacher receives a final performance evaluation rating of proficient or excellent they will return to the regular evaluation cycle.

***Non-tenured teachers must have a final performance evaluation rating of proficient or excellent their fourth year to be retained.***

### **Performance Evaluation Rubric**

#### **Planning and Preparation**

4 – Teacher prepares plans that contain learning outcomes that reflect a deep understanding of the discipline and an understanding of how to guide students toward the desired learning outcomes. The plans make clear how the teacher plans to engage students in the content based on an understanding of students' backgrounds, interests and skills. The plans present an instructional design that is coherent in its approach to topics, aligned with learning outcomes, and, where appropriate, aligned with the state's or district's curriculum standards. The plans describe assessment methods that are aligned with learning outcomes and inform instruction.

3 - Teacher prepares plans that contain learning outcomes that demonstrate an understanding of the discipline and an understanding of how to assist students with the desired learning outcomes. The plans make clear how the teacher plans to engage students in the content based on an understanding of students' developmental stage. The plans demonstrate a link between topics, learning outcomes, and, where appropriate, state's or district's curriculum standards. The plans describe assessment methods that are linked with learning outcomes and inform instruction.

2- Teacher prepares plans that contain learning outcomes of the discipline that sporadically show how to assist students with the desired learning outcomes. The plans sporadically show how the teacher plans to engage students. The plans demonstrate a sporadic link between topics, learning outcomes, and, where appropriate, state's or district's curriculum standards. Some assessment methods are linked with learning outcomes that are loosely linked to informing instruction.

1 - Teacher prepares plans that contain some learning outcomes of the discipline with little demonstration of how to assist students with the desired learning outcomes. The plans do not show how the teacher plans to engage students. The plans demonstrate a few links between topics, learning outcomes, and, where appropriate, state's or district's curriculum standards. No assessment methods are planned that link the learning outcomes to informing instruction.

## **Classroom Environment**

### ***Creating an Environment of Respect and Rapport***

4- Classroom interactions among the teacher and individual students are highly respectful, reflecting genuine warmth and caring and sensitivity to students as individuals. Students exhibit respect for the teacher and contribute to high levels of civility among all members of the class. The net result of interactions is that of connections with students.

3 – Teacher-student interactions are friendly and demonstrate general caring and respect. Such interactions are appropriate to the ages of the students. Students exhibit respect for the teacher. Interactions among students are generally polite and respectful. The teacher responds successfully to disrespectful behavior among students. The net result of the interactions is polite and respectful, but business-like.

2 – Patterns of classroom interactions, both between the teacher and students and among students are generally appropriate but may reflect occasional inconsistencies, favoritism, and disregard for students' ages, cultures, and developmental levels. Students rarely demonstrate disrespect for one another. The teacher attempts to respond to disrespectful behavior, with uneven results. The net result of the interactions is neutral; conveying neither warmth or conflict.

1 – Patterns of classroom interactions, both between the teacher and students and among students, are mostly negative, inappropriate, or insensitive to student's ages, cultural backgrounds, and developmental levels. Interactions are characterized by sarcasm, put-downs, or conflict. The teacher does not deal with disrespectful behavior.

### ***Establishing a Culture for Learning***

4 – The classroom culture is a cognitively vibrant place, characterized by a shared belief in the importance of learning. The teacher conveys high expectations for learning by all students and insists on hard work; students assume responsibility for high quality by initiating improvements, making revisions, adding detail, and/or helping peers.

3 - The classroom culture is a cognitively busy place where learning is valued by all, with high expectations for learning the norm for most students. The teacher conveys that with hard work students can be successful; students understand their role as learners and consistently expend effort to learn. Classroom interactions support learning and hard work.

2- The classroom culture is characterized by little commitment to learning by the teacher or students. The teacher appears to be only "going through the motions," and students indicate that they are interested in completion of a task rather than quality. The teacher conveys that student success is the result of natural ability rather than hard work; high expectations for learning are reserved for those students thought to have a natural aptitude for the subject.

1 – The classroom culture is characterized by a lack of teacher or student commitment to learning and/or little investment of student energy in the task at hand. Hard work is not expected or valued. Medium to low expectations for student achievement are the norm, with high expectations for learning reserved for only one or two students.

### ***Managing Classroom Procedures***

4 – Instructional time is maximized due to efficient classroom routines and procedures. Students contribute to the management of instructional groups, transitions, and/or the handling of materials and supplies. Routines are well understood and may be initiated by students.

3- There is little loss of instructional time due to effective classroom routines and procedures. The teacher's management of instructional groups and/or the handling of materials and supplies is consistently successful. With minimal guidance and prompting, students follow established classroom routines.

2 – Some instructional time is lost due to only partially effective classroom routines and procedures. The teacher's management of instructional groups, transitions, and/or the handling of material and supplies is inconsistent, leading to some disruption of learning. With regular guidance and prompting, students follow established routine.

1 – Much instructional time is lost due to inefficient classroom routines and procedures. There is little or no evidence of the teacher managing instructional groups, transitions, and/or the handling of materials and supplies effectively. There is little evidence that students know or follow established routines.

### ***Managing Student Behavior***

4- Student behavior is entirely appropriate. Students take an active role in monitoring their own behavior and that of other students against standards of conduct. The teacher's monitoring of student behavior is subtle and preventive. The teacher's response to student misbehavior is sensitive to individual student needs and respects student dignity.

3 – Student behavior is generally appropriate. The teacher monitors student behavior against established standards of conduct. The teacher's response to student misbehavior is consistent, appropriate and respectful to students, and effective.

2 – Standards of conduct appear to have been established, but their implementation is inconsistent. The teacher tries, with uneven results, to monitor student behavior and respond to student misbehavior. There is inconsistent implementation of the standards of conduct.

1 – There appear to be no established standards of conduct and little or no teacher monitoring of student behavior. Students challenge the standards of conduct. Response to student misbehavior is repressive, or disrespectful of student dignity.

### **Instruction**

#### ***Communicating with Students***

4 – The teacher links the instructional purpose of the lesson to student interests, the directions and procedures are clear and anticipate possible student misunderstanding. The teacher's explanations of content is thorough and clear, developing conceptual understanding through artful scaffolding and connecting with student interests. Students contribute to extending the content and explaining concepts to their classmates. The teacher's spoken and written language is expressive, and the teacher finds opportunities to extend student's vocabularies.



3 – The instructional purpose of the lesson is clearly communicated to students, including where it is situated within broader learning; directions and procedures are explained clearly. The teacher’s explanation of content is well scaffolded, clear, and accurate and connects with student knowledge and experience. During the explanation of content, the teacher invites student intellectual engagement. The teacher’s spoken and written language is clear and correct. Vocabulary is appropriate to students’ ages and interests.

2 – The teacher’s attempt to explain the instructional purpose has only limited success, and/or directions and procedures must be clarified after initial student confusion. The teacher’s explanation of the content may contain minor errors; some portions are clear while other portions are difficult to follow. The teacher’s explanation consists of a monologue, with no invitation to the students for intellectual engagement. The teacher’s spoken language is correct; however, vocabulary is limited or not fully appropriate to students’ ages or backgrounds.

1 – The instructional purpose of the lesson is unclear to students and the directions and procedures are confusing. The teacher’s explanation of the content contains major errors. The teacher’s spoken or written language contains errors of grammar or syntax. Vocabulary is inappropriate, vague, or used incorrectly, leaving students confused.

### ***Using Questioning/Prompts and Discussion Techniques***

4 – The teacher uses a variety or series of questions or prompts to challenge students cognitively, advance high-level thinking and discourse, and promote meta-cognition. Students formulate many questions, initiate topics and make unsolicited contributions. Students themselves ensure that all voices are heard in the discussion.

3 – While the teacher may use some low-level questions, he or she poses questions to students designed to promote student thinking and understanding. The teacher creates a genuine discussion among students, providing adequate time for students to respond and stepping aside when appropriate. The teacher successfully engages most students in the discussion, employing a range of strategies to ensure that most students are heard.

2 – The teacher’s questions lead students along a single path of inquiry, with answers seemingly determined in advance. Or, the teacher attempts to frame some questions designed to promote student thinking and understanding, but only a few students are involved. The teacher attempts to engage all students in the discussion and to encourage them to respond to one another, with uneven results.

1 – The teacher’s questions are of low cognitive challenge, with single correct responses, and asked in rapid succession. Interaction between teacher and students is predominantly recitation style, with the teacher mediating all questions and answers. A few students dominate the discussion.

### ***Engaging Students in Learning***

4 – Virtually all students are intellectually engaged in challenging content, through well-designed learning tasks and suitable scaffolding by the teacher. Learning tasks and activities are fully aligned with the instructional outcomes. In addition, there is evidence of some student initiation of inquiry and student contributions to the exploration of important content. The lesson has a clearly defined structure, and the pacing of the lesson provides students the time needed to intellectually engage with and reflect upon their learning, and to consolidate their understanding. Students may have some choice in how they complete tasks and may serve as resources for one another.

3 – The learning tasks and activities are aligned with the instructional outcomes and are designed to challenge student thinking, resulting in active intellectual engagement by most students with important and challenging content, and

with teacher scaffolding to support that engagement. The lesson has a clearly defined structure and the pacing of the lesson is appropriate, providing most students the time needed to be intellectually engaged.

2 – The learning tasks and activities are partially aligned with the instructional outcomes but require only minimal thinking by students, allowing most students to be passive or merely compliant. The lesson has a recognizable structure; however the pacing of the lesson may not provide students the time needed to be intellectually engaged.

1 – The learning tasks and activities, materials, resources, instructional groups, and technology are poorly aligned with the instructional outcomes, or require only rote responses. The lesson has no clearly defined structure, or the pace of the lesson is too slow or rushed. Few students are intellectually engaged or interested.

### ***Using Assessment in Instruction***

4 – Assessment is fully integrated into instruction through extensive use of formative assessment. Students appear to be aware of, and there is some evidence that they have contributed to, the assessment criteria. Students self-assess and monitor their progress. A variety of feedback, from both the teacher and peers, is accurate and specific and advances learning. Questions/prompts/assessments are used regularly to diagnose evidence of learning, and instruction is adjusted and differentiated to address individual student misunderstandings.

3 – Assessment is regularly used during instruction through teacher and/or student monitoring of progress of learning, resulting in accurate, specific feedback that advances learning. Students appear to be aware of the assessment criteria some of them engage in self-assessment. Questions/prompts/assessments are used to diagnose learning, and adjustment to instruction is made to address student misunderstandings.

2 – Assessment is sporadically used to support instruction through some teacher and/or student monitoring of progress of learning. Feedback to students is general, and students are only partially aware of the assessment criteria; few assess their own work. Questions/prompts/assessments are rarely used to diagnose evidence of learning. Adjustment of the lesson in response to the assessment is minimal or ineffective.

1 – There is little or no assessment or monitoring of student learning; feedback is absent or of poor quality. Students do not appear to be aware of the assessment criteria and do not engage in self-assessment. There is no attempt to adjust the lesson as a result of assessment.

### **Professional Responsibilities**

4 – The teacher is infrequently absent without justification and completes all responsibilities and planning necessary for the substitute to conduct class. The teacher serves student interest and those of the larger community. The teacher maintains frequent contact, as appropriate, with families of the students they teach. The teacher is active in professional organizations and in the school. The teacher goes beyond the technical requirements of their job and contributes to the general well-being of the school.

3 - The teacher is infrequently absent without justification and completes all responsibilities and planning necessary for the substitute to conduct class. The teacher serves student interest and those of the larger community. The teacher maintains contact, as appropriate, with families of the students they teach. The teacher is active in professional organizations and in the school. The teacher goes beyond the technical requirements of their job and is sensitive to the general well-being of the school.

2 - The teacher is absent at a higher rate than average without medical documentation and has neglected some of the responsibilities and planning necessary for the substitute to conduct class. The teacher occasionally serves student interest and those of the larger community. The teacher maintains minimal contact with families of the students they teach. The teacher has little involvement in professional organizations and in the school. The teacher meets the basic obligations of their job and is not sensitive to the general well-being of the school.

1 - The teacher is frequently and randomly absent using nearly all of the annual contractual allotment for sick leave without medical documentation, and does not complete the responsibilities and planning necessary for the substitute to conduct class. The teacher does not serve student interest and those of the larger community. The teacher maintains infrequent and sometime inappropriate contact with families of the students they teach. The teacher has no involvement in professional organizations and in the school. The teacher does not meet some of the basic obligations of their job and is not sensitive to the general well-being of the school.

**Student Growth (beginning Fall of 2016)**

4 – Exceeds one or more goals. If only one goal is exceeded the other must be met.

3 – Meets both goals.

2 – Meets one goal.

1 – Does not meet either goal.

**Deer Park C.C.S.D. #82**  
**Teacher Evaluation Instrument**

Domain	Components	Rating	Evaluator Observations and Comments	Scale Score
<b>Planning and Preparation</b>				0.00
<b>Classroom Environment</b>	Creating an Environment of Respect and Rapport			0.00
	Establishing a Culture for Learning			0.00
	Managing Classroom Procedures			0.00
	Managing Student Behaviors			0.00
<b>Instruction</b>	Communicating with Students			0.00
	Using Questioning / Prompts & Discussion Techniques			0.00
	Engaging Students in Learning			0.00
	Using Assessment in Instruction			0.00
<b>Professional Responsibilities</b>				0.00
<b>Student Growth</b>		NA		NA
<b>Performance Evaluation Score</b>				0.00
<b>*Performance Evaluation Rating</b>				

\* 3.5-4.0 Excellent  
2.5-3.49 Proficient  
1.5-2.49 Needs Improvement  
0.0-1.49 Unsatisfactory

Written Notice Date \_\_\_\_\_  
Pre-Conference Date \_\_\_\_\_  
Observation Date \_\_\_\_\_  
Observation Time \_\_\_\_\_  
Post-Conference Date \_\_\_\_\_

Evaluator Signature \_\_\_\_\_

Teacher Signature \_\_\_\_\_