

**AGREEMENT BETWEEN
DEER CREEK-MACKINAW
COMMUNITY UNIT SCHOOL DISTRICT No. 701
AND THE
DEER CREEK-MACKINAW
EDUCATION ASSOCIATION/IEA-NEA**



AUGUST 1, 2020 – JULY 31, 2021

TABLE OF CONTENTS

ARTICLE I	RECOGNITION.....	3
ARTICLE II	NEGOTIATION PROCEDURES.....	3
ARTICLE III	EMPLOYEE and ASSOCIATION RIGHTS.....	4
	3.1 Right to Organize and Participate	
	3.2 Employee Discipline	
	3.3 Nondiscrimination	
	3.4 Right to Have Representation Present	
	3.5 Academic Freedom	
	3.6 Dues Deduction	
	3.7 Personnel File	
	3.8 Use of District Facilities	
ARTICLE IV	EMPLOYMENT	6
	CONDITIONS.....	
	4.1 Conditions of Employment	
	4.2 Notification of Assignment	
	4.3 Posting of Vacancy	
	4.4 Voluntary Transfers	
	4.5 Involuntary Transfers	
	4.6 Procedures for Communication of Concerns	
	4.7 Unsafe and/or Hazardous Conditions	
	4.8 Work Day for Non-Certified Employees	
	4.9 Breaks for Non-Certified Employees	
	4.10 Lunch for Non-Certified Employees	
	4.11 Return to Work Provision for Non-Certified Employees	
	4.12 Shift/Assignment Change for Non-Certified Employees	
	4.13 Additional Time and Overtime for Non-Certified Employees	
	4.14 Termination of Employment for Employees	
	4.15 Security Cameras	
ARTICLE V	REDUCTION IN FORCE.....	9
	5.1 Acquisition of Seniority for Certified Employees	
	5.2 Acquisition of Seniority for Non-Certified Employees	
	5.3 Posting of Seniority List	
	5.4 Order of Lay Off for Certified Employees	
	5.5 Order of Lay Off or Reduction in Hours for Non-Certified Employees	
	5.6 Recall Procedures	
ARTICLE VI	LEAVES.....	12
	6.1 General Guidelines	
	6.2 Sick Leave	
	6.3 Personal Leave	
	6.4 Professional Leave	
	6.5 Association Leave	
	6.6 No Leave Deduction on Non-School Days	
	6.7 Family and Medical Leave	
	6.8 Sabbatical Leave	
	6.9 Military Leave	
	6.10 Unexcused Absences	
ARTICLE VII	EMPLOYMENT COMPENSATION and BENEFITS.....	15
	7.1 Full Experience Credit	

	7.2	Compensation – Salary Schedule	
	7.3	Supplemental Assignments	
	7.4	Payroll Deduction	
	7.5	Compensation to the Illinois Teacher Retirement System	
	7.6	IMRF Contributions for Non-Certified Employees	
	7.7	Pay Days	
	7.8	Hospitalization and Major Medical Insurance	
	7.9	Flexible Benefit Plan	
	7.10	Mileage	
	7.11	Tuition Reimbursement for Employees – Required Courses	
	7.12	Tuition Reimbursement for Certified Employees – Other Courses	
	7.13	Stipend for Staff Development by Certified Employees	
	7.14	Part-Time Certified Employees	
	7.15	Additional Certified Employee Professional Compensation	
	7.16	Holidays for Non-Certified Employees	
	7.17	Vacation for Non-Certified Employees	
	7.18	Time Sheet for Non-Certified Employees	
	7.19	Extra-Curricular Driving	
	7.20	Retirement Bonus	
ARTICLE VIII		EMPLOYEE EVALUATION.....	21
	8.1	Purpose	
	8.2	General Guidelines	
	8.3	Formal Evaluation Process for Certified Employees	
	8.4	Informal Evaluations for Certified Employees	
	8.5	Unsatisfactory Evaluations for Certified Employees	
	8.6	Non-Certified Employee Evaluation Procedures	
ARTICLE IX		GRIEVANCE PROCEDURE.....	23
	9.1	Definition of Grievance	
	9.2	Procedure	
	9.3	Grievance Time Limit	
	9.4	No Written Response	
	9.5	Class Grievance/Bypass	
	9.6	Filing of Grievance Materials	
	9.7	Claim in Other Form	
	9.8	Cooperation	
	9.9	Grievance Withdrawn or Settlement	
ARTICLE X		SCHOOL OPERATIONS.....	25
	10.1	No Strike Clause	
	10.2	District’s Exclusive Right to Manage	
	10.3	Subcontracting	
ARTICLE XI		EFFECT OF AGREEMENT.....	26
	11.1	Complete Understanding	
	11.2	Incorporation of Board Policies	
	11.3	Inclusion and Saving Clause	
	11.4	Conformity to Law	
	11.5	Duration of Agreement	
APPENDICES		A) SUPPLEMENTAL PAY SCHEDULE	27
		B) CERTIFIED EVALUATION DOCUMENTS	
		C) SALARY SCHEDULES	

D) SUPPORT STAFF EVALUATION DOCUMENTS
E) MEMORANDUMS OF UNDERSTANDING

ARTICLE I – RECOGNITION

The Board of Education of Deer Creek-Mackinaw Community Unit School District No. 701, Tazewell County, Illinois, hereinafter referred to as the “Board” recognizes the Deer Creek-Mackinaw Educational Association/IEA-NEA, hereinafter referred to as the “Association”, as the sole and exclusive negotiating agent for all full and part-time certified and all full- and part-time educational support personnel and all other certified and non-certified employees that are not administrative, supervisory, or temporary pursuant to the Illinois Educational Labor Relations Act.

ARTICLE II – NEGOTIATION PROCEDURES

1. The Board’s negotiating team shall consist of four (4) members [three (3) Board members and the Superintendent]. There may be two nonparticipating observers in attendance from the Board or administration.
2. DCMEA/IEA-NEA’s negotiating team shall consist of a Chief Negotiator and five members designated by the DCMEA. There may be two nonparticipating observers in attendance from the membership.
3. A quorum of the joint negotiating committee shall consist of three members of the Board team and three members of the DCMEA team.
4. Definite dates for meetings shall be agreed upon in advance.
5. Meetings shall last no longer than three (3) hours unless agreed to by both parties.
6. The Chief Negotiator of each negotiating team or designee shall be the official spokesperson for the team.
7. All proposals shall be submitted in writing, with copies furnished for each committee member.
8. Either Chief Negotiator may call for a caucus at any time during the negotiating session. A caucus shall last no more than thirty minutes unless agreed to by both parties.
9. The parties shall make every attempt to negotiate non-financial contract language before proceeding to negotiating financial issues.
10. The last item of business at each meeting shall be the establishment of a date, time, and place for the next meeting. If possible, a tentative agenda will be established.
11. All negotiation sessions will be kept confidential until such time that both sides mutually agree to publicly share information or until impasse. Only the Chief Negotiator of each party or designated agent shall give information to the press during negotiations.

12. All negotiated items upon which tentative agreement is reached shall be reduced to writing and initialed by the Chief Negotiators pending precise wording and acceptance of the final contract.
13. A tentative agreement reached during the negotiation process will be presented to the Board of Education and DCMEA membership for ratification.
14. Prudence and restraint shall govern the participants of both negotiating teams in discussing proposals and information relating to negotiations.
15. Both teams, by mutual agreement, may effect a suspension of the above rules.

ARTICLE III – EMPLOYEE AND ASSOCIATION RIGHTS

3.1 RIGHT TO ORGANIZE AND PARTICIPATE

Employees shall have the right to organize, join, and assist the Association, participate in professional negotiations with the Board, or to refrain from such activities. Employees shall have the right to exercise any of the privileges set forth in this Agreement without reprisal.

3.2 EMPLOYEE DISCIPLINE

Rules and regulations governing employee conduct shall be reasonable and the enforcement of employee discipline shall be fair and exercised for a just cause.

3.3 NONDISCRIMINATION

Provisions of the Agreement shall be applied in such a manner as not to unlawfully discriminate against any employee on the basis of race, creed, marital status, age, sex, or national origin, or disability.

3.4 RIGHT TO HAVE REPRESENTATION PRESENT

- A. An employee shall be entitled, upon request, to have an Association representative present at any meeting when a formal discussion of performance or potential/pending disciplinary action is concerned or at any step of the grievance procedure. It shall be the responsibility of the employee to obtain representation within a mutually agreed time limit. This clause does not apply to evaluations conducted pursuant to Article VIII.
- B. When an employee is required to appear before the Board, the employee shall be advised in writing of the reason(s) for the appearance at least five (5) calendar days before the scheduled appearance.

3.5 ACADEMIC FREEDOM

Academic freedom shall be guaranteed to all certified employees. Academic freedom shall mean that certified employees are free to present instructional materials which are pertinent to the subject and grade level taught, within the outline of appropriate course content and with the planned instructional program as determined by normal administrative procedures. Academic freedom is not an absolute and shall not be construed as reason to disregard the use of a board approved textbook adoption and/or curriculum.

3.6 DUES DEDUCTION

Dues of the Association shall be deducted by the District Office in accordance with the following stipulations:

- A. The Association shall inform the District Office of the amount to be deducted at least ten (10) days before the pay date the deduction will be implemented.
- B. The dues shall be deducted in equal payments from each authorized employee's paycheck. The authorization is to continue in force unless revoked by the employee for a succeeding membership year by giving written notice to that effect to the local Association on or before September 1st.
- C. All dues deducted shall be remitted to the Association within fifteen (15) calendar days after such deductions are made.
- D. The Association shall indemnify and save harmless the Board and all its agents and employees from any and all claims demand, suits and costs incurred in connection with any such claim, demand, or suit resulting from any reasonable action taken or omitted by the Board or any of its agents/employees with the above provisions.

3.7 PERSONNEL FILE

- A. The employee must submit a written request to inspect his/her personnel records to the Superintendent. The Superintendent will provide the employee the opportunity for inspection within two (2) working days after the request. The employee may place therein written reaction to any of the record contents provided it is done in the presence of the Superintendent or designee.
- B. The employee may not remove anything from his/her personnel file. Each employee is entitled to one free copy of his/her personnel file and any additional information after the original copy. The employee will be charged the standard cost for any copies made after the original copy.
- C. The Board retains the right to exclude from viewing personnel files confidential material; such as, but not limited to, placement material, personal reference letters, and reference checks from previous employers. In the event that a Freedom of Information Act request of an employee personnel file is submitted to the District, the District will inform the employee within two (2) working days.

3.8 USE OF DISTRICT FACILITIES

- A. The Association may use District facilities for lawful meetings provided such meetings do not interfere with the regular school operation and proper building use procedures are followed.
- B. The Association shall have designated bulletin board space in each building.
- C. Employee mail boxes, e-mail, computer mail, and interschool mail may be used to circulate materials to members. Communications will be limited to official business of

the Association.

ARTICLE IV – EMPLOYMENT CONDITIONS

4.1 CONDITIONS OF EMPLOYMENT

As a condition of employment, newly hired employees must provide the District Office with a Physical Exam Form signed by a physician stating the newly hired employee is in good physical condition (at employees expense), submit to a criminal background check, provide the district with a valid license registered in Tazewell County, provide the district with updated official transcripts, sign a Mandated Reporter Status Form and a Drug Free Workplace Form, complete sexual harassment training, and any required training provided by the District at no cost to the employee provided the employee receives the training offered by the District.

4.2 NOTIFICATION OF ASSIGNMENTS

- A. Prior to the end of the current school term the district shall give written notification to all certified employees whose tentative assignment for the forthcoming year may change. If any change in assignment must be made, the Superintendent or designee shall notify the affected employee within five (5) calendar days after the decision has been made. Except in case of an emergency, no changes shall be made less than thirty (30) days prior to the beginning of the school year.
- B. The District shall give written notification to all non-certified employees of an assignment change for the forthcoming school term no later than thirty (30) days preceding the first day of school. In case of emergency, employees will be notified immediately of any changes in assignment.

4.3 POSTING OF VACANCY

- A. If the Board elects to fill a vacant position or create a new position, the District Office will have the vacancy notice immediately posted in a designated place in each building (District Office during the summer) and on the web site.
- B. All job vacancies (including supplemental listed in Appendix C) shall be posted for a minimum of ten (10) calendar days prior to filling except in emergency situations or with the consent of the DCMEA President.
- C. Any employee interested in a position must formally apply by submitting a letter of application to the building Principal with a copy to the Superintendent. Current employees will be given consideration for positions.
- D. The Board's decision in filling vacancies shall be final.

4.4 VOLUNTARY TRANSFERS

- A. Any employee may apply for a transfer to another posted vacancy for which she/he is qualified. Such application shall be in writing to the building Principal with a copy to the Superintendent.
- B. A voluntary transfer will result if the Board agrees to transfer the individual to the

requested assignment. After considering current employees and all other qualified applicants, the Board shall determine who is to be transferred or hired.

4.5 INVOLUNTARY TRANSFERS

- A. An involuntary transfer occurs when there is relocation of personnel to another assignment or shift for which the individual does not request. When a reassignment of an employee is necessary, the administration shall consider all volunteers before any involuntary transfers.
- B. If the employee, after notification of his/her reassignment, finds that the reassignment is unacceptable, a conference will be held with the Superintendent and building Principal(s) if requested by the employee.
- C. The affected employee may request to be released from his/her contract if the involuntary transfer is not acceptable. The employee must present a written resignation to the Superintendent within five (5) work days of the notification of assignment change.

4.6 PROCEDURE FOR COMMUNICATION OF CONCERNS

The employee and employer shall first communicate any and all concern at the level closest to resolution of the problem. If the concern cannot be resolved at that level and upon the request of either party, an Association Management Committee (no more than four (4) association members including the President) and the Superintendent and building Principal, if appropriate, will hear the concern. Concerns handled in this manner may be grieved. Furthermore, the DCMEA and Superintendent will regularly meet to discuss general concerns and issues.

4.7 UNSAFE AND/OR HAZARDOUS CONDITIONS

Employees will notify in writing the building Principal or Superintendent of any and all unsafe, hazardous, or unhealthy working conditions. The Principal or Superintendent will take necessary corrective action in a timely manner and notify employees of such.

4.8 WORK DAY FOR NON-CERTIFIED EMPLOYEES

The actual starting time, lunch time, break times, and ending times will be established by the administration at the beginning of the work year, unless extenuating circumstances occur that prevent meeting the deadline. The length of full-time non-certified employee's work day shall be at least 7.25 hours per day. All other employees shall be classified as part-time and the length of the work day shall be based upon need as established by the administration. Employees working a minimum of 30 hours per week shall be entitled to benefits.

4.9 BREAKS FOR NON-CERTIFIED EMPLOYEES

- A. All full time employees covered by this agreement shall be allowed a fifteen (15) minute paid break before lunch and a fifteen minute paid break after lunch. Break times will be established by the building Principal.
- B. All part-time employees covered by this agreement that work at least four (4) hours shall be allowed a twenty (20) minute paid break.

4.10 LUNCH FOR NON-CERTIFIED EMPLOYEES

All employees who work seven and one quarter (7.25) continuous hours or more shall be

provided an unpaid meal period of thirty (30) minutes. The meal period shall be given to the employee no later than 5 hours after beginning work. It shall be uninterrupted except for emergencies. Employees who are directly related to the cafeteria/lunch program and do not normally have a thirty (30) minute duty free lunch, shall be provided a free lunch equal in value to an adult lunch on days lunch is served to students. Lunch time will be established by the building Principal.

4.11 RETURN TO WORK PROVISION FOR NON-CERTIFIED EMPLOYEES

Any employee covered by this agreement that is called by the Principal or Superintendent to return to work outside his/her regularly scheduled shift shall be paid a minimum of two (2) hours at the appropriate rate. This provision does not involve an extension of regular hours.

4.12 SHIFT/ ASSIGNMENT CHANGE FOR NON-CERTIFIED EMPLOYEES

Every effort will be made by the administration to notify employees immediately of any shift/assignment change. Except in emergency situations, a ten (10) work day notice will be given before any change in shift or assignment.

4.13 ADDITIONAL TIME AND OVERTIME FOR NON-CERTIFIED EMPLOYEES

- A. All additional time to the scheduled work assignment and overtime (over 40 hours per week) must be pre-approved by the building Principal or the Superintendent.
- B. Working overtime shall be voluntary on the part of the employee except in emergency situations. All overtime work will be paid at one and one-half (1½) times the employee's regular pay rate as calculated for time worked beyond forty (40) hours per week. The administration will notify employees of overtime as soon as possible. Overtime shall first be offered to employees within the specific building where the overtime is needed. The Board reserves the right to employ individuals on an as-needed basis rather than pay overtime (i.e. snow removal, mowing).

4.14 TERMINATION OF EMPLOYMENT FOR EMPLOYEES

Termination of employment may be through resignation, involuntary termination, or retirement. An exit interview will be conducted when deemed appropriate by the supervisor to determine how the District may improve policies, procedures, working conditions, and reduce turnover.

4.16 SECURITY CAMERAS

The primary purpose of security cameras is to secure the buildings for the safety of staff and students. Security cameras will be used for routine surveillance. Security camera video footage will not be accessed without a reasonable basis as documentation in the employee evaluation process. Data from surveillance measures may be reviewed by the District's personnel in connection with investigations of: (1) suspected criminal conduct, (2) student or employee misconduct, or (3) security violations or incidents.

ARTICLE V – REDUCTION IN FORCE

5.1 ACQUISITION OF SENIORITY FOR CERTIFIED EMPLOYEES

- A. Seniority for certified employees shall be defined as the length of continuous full-time service within the District.
- B. A non-tenure certified employee shall not acquire seniority in the District until he/she achieves tenure.
- C. A tenured certified employee shall acquire one year of seniority for each year of full-time employment in the district.
- D. Upon acquisition of tenure, the certified employee shall be credited with seniority dated from the certified employee's first day of continuous, uninterrupted full time service to the district which shall be measured from the first day the certified employee actually reported for work for which he/she is compensated.
- E. Seniority shall not accrue nor shall it be lost during any approved leave of absence.
- F. If a certified employee leaves the District's employ and returns, he/she must serve a probationary period and upon receiving tenure will accumulate seniority from the most recent date of employment.
- G. A tenured certified employee who voluntarily requests placement on a part-time teaching status shall relinquish tenure and seniority rights.
- H. A tenured certified employee who is involuntarily reduced to part-time certified employee status shall retain tenure and accumulate seniority in proportion to the fraction of the school day or year the certified employee is required to be on duty (i.e. a 3/8 time employee shall accrue 3/8 time seniority per year). This paragraph will not affect seniority already credited in the preceding years of service.

5.2 ACQUISITION OF SENIORITY FOR NON-CERTIFIED EMPLOYEES

- A. Seniority for non-certified employees shall be defined as the length of continuous service within the District commencing with the first day of employment with the district within the job classification as custodian, maintenance, head cook, cook, supervisor (i.e. but not limited to library, cafeteria, in school suspension), monitor, paraprofessional, bus driver, bus monitor, car only driver, secretary, and clerk. Bus drivers will be considered part-time employees. Job descriptions shall be established for each position.
- B. A non-certified employee may accumulate seniority in more than one category within the District starting with the 2003-04 school term. (i.e. An employee works as a paraprofessional for 3 years and then becomes a custodian for 3 years. When the District is looking at reduction in force, the employee has 3 years of seniority as a paraprofessional and custodian and would be able to "bump" within those categories.)
- C. Service shall not be interrupted due to normal breaks in the contractual year for that job

classification such as approved vacations. Seniority shall not accrue nor shall it be lost during any leave of absence or time laid off.

- D. If an employee leaves the District’s employ and returns, he/she must serve a probationary period and shall accumulate seniority from the most recent date of employment.

5.3 POSTING OF SENIORITY LIST FOR NON-CERTIFIED EMPLOYEES

- A. The seniority lists shall be posted in each school and a copy sent to the Association President by November 1.
- B. Any employee who disagrees with his/her placement on the seniority list must apply and show proof of length of employment, certification, and qualification by November 15. The Superintendent shall respond in writing before December 1.
- C. A final seniority list will be posted on or before January 15. The seniority list will be current through the then current school term.

5.4 ORDER OF LAY OFFFOR CERTIFIED EMPLOYEES

- A. Certified employees honorably dismissed or have a reduction in hours/days of employment (RIF) because of a decision to decrease the number of certified employees or discontinue some type of teaching service shall receive written notice (sent certified mail or personal delivery with receipt) at least 45 calendar days before the end of the school term.
- B. The order of layoff shall be as follow:
 - 1. Non-tenured certified employees without any evaluations are to be dismissed first.
 - 2. All other certified employees, both tenured and non-tenured, are placed, in consultation with the union, into performance groups based upon their most recent evaluation(s). Reductions shall begin with Grouping One; the sequence of dismissal shall be at the discretion of the district, Grouping Two; the sequence of dismissal shall begin with the teacher with the lowest average performance evaluation rating being dismissed first. Certified employees with the same average performance evaluation rating shall be dismissed according to the shorter length of continuing service with the school district. In Groupings Three and Four, certified employees with the shorter length of continued service shall be dismissed first. Certified employees in Grouping Four will be dismissed last. See Appendix B p.33 for Grouping definitions.
- C. RIF lists shall be given to the exclusive bargaining representative at least 75 days before the end of each school year. Certified employees shall notify the district within 10 days of notification of placement of any inaccuracies.
- D. RIF’d certified employees have the right to bump certified employees in lower performance groups and certified employees in the same performance group who have

less seniority if the RIF'd certified employee is qualified to teach all the courses taught by the certified employee who will be bumped.

- E. Certified employees in Grouping Three and Grouping Four shall have the right to be recalled to any position for which the certified employee is qualified if the vacancy occurs within one calendar year from the beginning of the following school term.

5.5 ORDER OF LAY OFFOR REDUCTION IN HOURS FOR NON-CERTIFIED EMPLOYEES

- A. Layoffs or reduction in hours shall be in reverse seniority with least senior first in each job classification. There shall be no “bumping” into other job classifications, where no seniority has been accrued.
- B. Hours worked per day may be reduced provided a thirty (30) calendar day written notice has been given.
- C. If the reduction of hours is due to an unforeseen reduction in student population then the written notice must be given (5) calendar days.

5.6 RECALL PROCEDURES FOR NON-CERTIFIED EMPLOYEES

If within one (1) calendar year after any reduction in force, the Board increases the number of employees, reinstated positions, or vacancies occur, the Board shall first offer re-employment to the most senior first, so removed or dismissed from that category of position provided they are qualified or certified to hold such position under the following guidelines.

- A. The District Office shall send a letter of recall by certified mail to the employee’s address on file. It shall be the responsibility of each employee subject to recall to apprise the District Office in writing of said employee’s mailing address at the time of layoff and of each mailing address change during the recall period.
- B. An employee’s failure to respond affirmatively within ten (10) calendar days after receipt of the District’s letter to recall, shall result in termination of the employee’s right to recall hereunder.
- C. If a temporary position for which an employee is certified orqualified becomes available during an employee's recall period, such position shall be offered the employee. Acceptance or refusal of a temporary position will not affect the recall rights of the employee.
- D. The Board’s decision shall be final in the event it becomes necessary to choose under this Section between two or more employees who have the same seniority.

In order to qualify for sick leave, a non-certified employee must have been at work on the work day immediately preceding the first day of the sick leave.

- D. The Superintendent shall furnish each employee with a written statement, prior to the first pay date of each school year, setting forth the total accumulated sick leave days.
- E. Sick days may be used in one-half day increments. If a certified employee arrives before 9:00 a.m. or leaves after 2:00 p.m. and can find an internal substitute to cover without pay, then the certified employee shall not be charged for the leave.
- F. An employee who must be absent because of illness or physical disability shall notify the building Principal or designee in advance of the absence. If it is not possible to give advance notice, the employee shall notify his/her supervisor as soon as possible.
- G. In the event an absence continues for three or more consecutive workdays, the employee may be asked to present a physician's note or other reasonably satisfactory evidence of the reason for his/her absence.
- H. An employee who wishes to attend the funeral of someone other than the immediate family may request approval of the Superintendent to use one sick day. Additional days may be granted by the Superintendent for extraordinary circumstances.

6.3 PERSONAL LEAVE

- A. Employees are entitled to two (2) personal leave days with pay per work year.
- B. Personal days may be used in one-half day increments.
- C. If any personal days remain at the end of the school term, they will be converted to the employee's sickdays.
- D. Requests for personal days shall be made to the building Principal and will be honored in the order of receipt. Approval of personal days is subject to availability of substitutes.
- E. Personal days shall not be used to excuse an absence occurring during the last week of the school year or to extend a holiday break without express written consent of the building Principal. Each year, the Superintendent will notify all employees as to the deadline for use of personal days after the final revised calendar has been approved by the board. Every effort shall be made to meet the desires of the employees and the needs of the school district in establishing personal days.
- F. An employee may not use a personal day on a School Improvement Day, Final Exams, or Teacher Institute Day, unless extenuating circumstances exist that require the use of personal leave on said days.
- G. Personal leave days for the subsequent school term will be approved only after the last day of the preceding school term.

6.4 PROFESSIONAL LEAVE

- A. Certified employees shall be allowed one professional leave day. The number of professional leave days may be increased if the employee is requested/required by the administration to attend. Non-certified employees may be allowed a professional leave day subject to approval of the building principal and superintendent.
- B. Professional days may be used in one-half day increments.
- C. A Professional Leave Request Form shall be submitted to the Building Principal at least five (5) working days prior to the requested leave. The Building Principal shall forward the request to the Superintendent for final approval. Only professional development activities which are related to the district's mission and improving student achievement shall be granted. No more than two certified personnel per building may use professional leave on the same school day without Superintendent approval.
- D. The amount of reimbursement for professional leave will be determined by the Superintendent and indicated on the Professional Leave Request Form which will be returned to the teacher after approval/denial by the Superintendent. All expenses not approved by the Superintendent will be the responsibility of the teacher. The District retains the prerogative to determine the number of vehicles or mode of transportation to be used for professional leave.
- E. Completion of form ISBE 73-58 **must** be filled out when returning from all conferences explaining how the information gained will be disseminated to the appropriate staff members. Reimbursement, if any, will be granted after receipt of form 73-58.
- F. A Professional Leave Reimbursement Form with receipts must be submitted to the Superintendent who will present it to the Board for approval through the regular bills approval process.

6.5 ASSOCIATION LEAVE

- A. The Association President or appointed representatives may attend local, state, or national conferences without loss of salary. The Association shall reimburse the District for the cost of the substitute(s).
- B. No more than six (6) Association days, district-wide, will be allowed per year.
- C. Written notification to the Superintendent by the President of the Association shall be submitted at least five (5) days prior to the date of leave, except in case of emergency.

6.6 NO LEAVE DEDUCTION ON NON-SCHOOL DAYS

When the schools are officially closed by the Superintendent, no leave days previously arranged by an employee shall be deducted for such emergency days.

6.7 FAMILY AND MEDICAL LEAVE

The District will comply with all rules and regulations of the Family Leave Act and Board Policy (FMLA).

6.8 SABBATICAL LEAVE

- A. The District may grant a sabbatical leave to full-time certified tenured employees upon request pursuant to the provisions of Section 24-6.1 of the School Code of the State of Illinois.
- B. During the period of Sabbatical Leave, the certified employee shall not engage in any activity for which salary or compensation is paid, unless the activity is directly related to the purpose for which the leave is granted, and has been approved by the Board.
- C. The certified employee shall apply for reinstatement not later than February 1 of the year for which the leave was granted. His/her application must provide evidence of attendance at the college or university and the subjects of study. A teacher who is reinstated following a sabbatical leave shall be placed in the salary schedule as if he/she had actually worked during the leave period and shall suffer no reduction in seniority.

6.9 MILITARY LEAVE

Military Leave shall be granted to comply with Chapter 105, 5/10-20.7b, Illinois Revised Statutes (Illinois School Code) and Federal Code 29 CFR Part 825.

6.10 UNEXCUSED ABSENCES

Unexcused absences will result in a reduction in pay in proportion to the length of the absence as determined by the Superintendent.

ARTICLE VII – EMPLOYEE COMPENSATION
and FRINGE BENEFITS

7.1 FULL EXPERIENCE CREDIT

The employee shall be awarded full credit for teaching experience outside the District in determining salary position for new certified employees. Full credit shall mean all previous school experience. The Superintendent may grant credit for previous experience for non-certified new employees.

7.2 COMPENSATION -- SALARY SCHEDULE Collective Bargaining Agreement

- A. Certified employees shall be paid according to the salary schedule. CBA set forth in the Appendices, based on a 180 day work year unless changed by state law or Board action, which shall reflect both the salary and contributions to TRS and THIS. In the event of a change in the work year, either by Board action or state law, negotiations will be reopened to discuss salary compensation. In the event that an agreement is not reached, Article X, paragraph 11.1, “No Strike Clause” will be waived.
- B. Wage rates for non-certified employees shall be in accordance with the attached Wage Rate Schedule located in Appendices. Wages will be based upon an hourly wage.

16

7.3 SUPPLEMENTAL ASSIGNMENTS

- A. A listing of supplemental assignments and supplemental pay shall be set forth in Appendices. The listing does not require the Board to fill the position. If the position is filled, the Board shall pay the designated amount.
- B. Upon recommendation of the Administration and discussion with the Association, the Board of Education may establish a new extracurricular activity at a 1% stipend. The Board and Association will meet within the semester to determine an appropriate and fair stipend. Any activity/sport not already in the bargained agreement must go before the BOE for approval.
- C. Employees of the District shall choose to be paid in twenty-four (24) equal pays or a lump sum at the end of the activity. Individuals employed from the community shall be paid in a lump sum at the end of the activity.
- D. The years of experience awarded towards the salary factor for a head coach shall be negotiated between the DCMEA President, head coach, and the Superintendent.

7.4 PAYROLL DEDUCTIONS

Authorization for payroll deductions approved by the Board, other than those required legally and by the Agreement, shall be authorized by written consent of the employee on a form supplied by the District. Credit unions of the employee's choice shall be approved for payroll deductions. The Superintendent may establish reasonable regulations as deemed necessary to administer changes in deductions.

7.5 COMPENSATION TO ILLINOIS TEACHERS' RETIREMENT SYSTEM FOR CERTIFIED EMPLOYEES

- A. The Board shall pay directly to the Illinois Teachers' Retirement System (ITRS) the amount of contribution required to be paid on behalf of each employee and will shelter said amount for income tax purposes.
- B. The Board shall contribute the entire employee contribution to the Teacher Health Insurance Security (THIS) Fund.

7.6 IMRF CONTRIBUTION FOR NON-CERTIFIED EMPLOYEES

The Board of Education agrees to contribute four and one-half percent of each employee's wages to the Illinois Municipal Retirement Fund (IMRF) on behalf of each employee as a tax-sheltered direct contribution.

7.7 PAY DAYS

- A. Certified and 12-month Employees (Every employee) shall be paid twice monthly in twenty-four equal payments. Pay days shall be the 15th and the last day of each month. If a regular pay date falls on a weekend, employees shall receive their checks on the last working weekday. (For example: 15th falls on a Sunday, employee paid on the preceding Friday).

- B. All district employees will have their paychecks deposited directly into their account via electronic submission. Employees must inform the District Office by completing the Direct Deposit Authorization forms and provide account information.
- C. Pay days shall be the 15th and the last day of each month. If a regular pay date falls on a weekend, employees shall receive their checks on the last working weekday. (For example: 15th falls on a Sunday, employee paid on the preceding Friday).

7.8 HOSPITALIZATION AND MAJOR MEDICAL INSURANCE

- A. The Board of Education will offer major medical and dental insurance to all district employees who work a minimum of 30 hours per week. The plan shall offer options of coverage for Employee Only, Employee and Spouse, Employee and Children, and Family; if available.
- B. A committee consisting of at least three members of the Association, two members of the Board, and the Superintendent will make an annual insurance plan recommendation to the Board. The Board of Education and the Association will develop a Memorandum of Understanding regarding the medical insurance costs, deductibles, and out-of-pocket expenses. The final decision concerning the insurance provider shall be determined by the Board.

7.9 FLEXIBLE BENEFIT PLAN

A flexible benefit plan to shelter child care, dental and medical expenses, and dental and health insurance premiums from taxes shall be provided by the Board. The employee must enroll in this program by September 1 of each school term and may not change the plan until the following September 1. This section of the Agreement is dependent upon the required enrollment participation. Interested employees must complete the appropriate forms. The insurance committee will research optional plans and present the information for recommendation.

7.10 MILEAGE

Mileage will be reimbursed for work related travel. Requests for mileage reimbursement should be submitted on the Travel Voucher Form or with the Request for Reimbursement for Professional Development. Miles are to be tabulated from the building assignment to the location and back. The district will not reimburse miles to travel to work. Mileage shall be reimbursed at the rate established by the Internal Revenue Service. Mileage must be submitted on a monthly basis.

7.11 TUITION REIMBURSEMENT FOR EMPLOYEES – REQUIRED COURSES

- A. The Board shall reimburse any certified employee the tuition where the employee has been required by the Superintendent to continue his/her education in order to qualify him/her to teach a particular subject in the District. Reimbursement shall be at a rate sufficient to cover the cost of tuition and required books. The employee must provide the district with actual receipts of expense to be reimbursed.
- B. The Board shall reimburse any non-certified employee the cost associated with training where the employee has been required by the Superintendent to continue his/her training in order to qualify him/her to maintain their current job classification. Reimbursement

shall be at a rate sufficient to cover the cost of training and required books. The employee must provide the district with actual receipts of expense to be reimbursed.

7.12 TUITION REIMBURSEMENT FOR CERTIFIED EMPLOYEES -- OTHER COURSES

- A. The Board will pay current Illinois State University (ISU) per hour tuition cost or actual tuition cost if less than the ISU per hour tuition cost, up to a maximum of nine (9) hours at that rate per teacher per year. The reimbursement year is defined as June 1 through May 31 or Summer, Fall, Spring Sessions.
- B. This is subject to a \$22,500 district maximum per year.
- C. Employees shall be reimbursed for tuition for college credit courses successfully completed as evidenced through a grade report with no less than a "B" grade or its equivalent under the following conditions:
 - 1. The course must be directly related to the employee's assigned field, student achievement, school improvement plan, or an additional endorsement or certification. In order to gain hours related to salary advancement, the course must also be part of an Illinois approved master's degree program **or** directly approved by the superintendent. If the course is not part of an Illinois approved master's degree program and is not specifically approved for salary advancement by the superintendent, the course can still be approved for reimbursement, but will only count for professional development hours, not salary advancement.
 - 2. For employees that hold a masters degree, the course must be directly related to the employee's assigned field, student achievement, school improvement plan, or an additional endorsement or certification. The course does not have to be part of an Illinois approved masters degree program.
 - 3. Approval must be obtained from the Superintendent prior to enrollment. Failure to obtain prior approval may result in the denial of hours counted towards salary scale advancement and/or tuition reimbursement. All approved courses should still be submitted for salary scale advancement even if tuition reimbursement is not available.
 - 4. Any movement on the salary scale shall be made at the beginning of the next school term.
 - 5. An updated copy of an employee's official transcript must be submitted to the Superintendent prior to any movement on the salary schedule.
 - 6. The tuition reimbursement form must be submitted no later than the beginning of the next session. Ex: Courses taken in the fall must be submitted prior to the start of the spring semester.
- D. The employee must agree to work a minimum of two years in the district after completion of a degree program. Failure to do so will result in repayment to the district for reimbursed courses. Involuntary dismissal of employee excludes the employee from repayment of reimbursed courses.

7.13 STIPEND FOR STAFF DEVELOPMENT BY CERTIFIED EMPLOYEES

- A. Certified employees will be paid \$25 per hour for up to three hours of preparation when presenting for professional development.
- B. Form ISBE 73-58 must be submitted and approved by the Superintendent prior to the project.
- C. Requests for reimbursement shall be submitted to the Superintendent with a completed ISBE form 73-58 and the reimbursement form at the conclusion of the project.

7.14 PART-TIME CERTIFIED EMPLOYEES

- A. Part-time certified employees are expected to attend all institute days and parent-teacher conference days as part of their teaching assignment.
- B. Special assignment part-time certified employees will be compensated based upon the number of days or partial days worked in relationship to the school term. Example: An employee who works 86 days out of 180 days will be compensated at 47.77% of his/her placement on the salary schedule. An employee who works ½ days for 86 out of 180 days will be compensated at 23.88% of his/her placement on the salary schedule.
- C. All compensations for part-time regular certified employees for grades P – 12 shall be paid in proportion to the number of periods taught. Example: An employee who teaches three (3) classes during a seven period day will be paid 3/7 of his/her placement on the salary schedule.

7.15 ADDITIONAL CERTIFIED EMPLOYEE PROFESSIONAL COMPENSATION

- A. Any employee who substitutes during the school day shall be paid a percentage of the current substitute rate, based on the number of periods in the school day for the building in which the employee substitutes.
- B. A full-time certified employee who teaches an extra class at the P-12 level during his/her prep time will be paid per semester in accordance to his/her placement on the salary schedule and number of periods taught. Prep time is included in this percentage.
- C. A full-time high school certified employee who serves as an Independent-Study teacher at the high school level will be paid 1.0% per student per semester of his/her placement on the salary schedule up to a maximum of five (5) students when the student is assigned to the teacher during the teacher's prep period.
- D. The District will provide an annual stipend for Nationally Board Certified staff in the amount of \$1,500.

7.16 HOLIDAYS FOR NON-CERTIFIED EMPLOYEES

- A. All twelve (12) month non-certified employees shall receive paid holidays provided the holiday falls within his/her work year and the holiday has been established by the Board.
- B. A non-certified employee who works a paid holiday shall receive one and one-half (1½)

times the employee's regular pay rate.

- C. It shall be to the discretion of the Superintendent if a holiday is to be observed, when said holiday falls on the weekend.

7.17 VACATION FOR NON-CERTIFIED EMPLOYEES

- A. Vacation time is awarded to twelve (12) month non-certified employees each July 1 for time worked from the previous July 1.

1- 9 years service	10 Vacation days per year
10 years of service	11 Vacation days per year
11 years of service	12 Vacation days per year
12 years of service	13 Vacation days per year
13 years of service	14 Vacation days per year
14 years of service	15 Vacation days per year

- B. Vacation time earned in one fiscal year shall be used during that fiscal year or by the 1st of January of the following fiscal year, or the non-certified employee shall lose it.
- C. Non-certified employee terminating their employment shall be entitled to remuneration for the amount of vacation earned to the date of termination. If an employee terminates employment and has taken more vacation than the prorated amount, the employee shall have deducted from the last pay the amount entitled the Board.
- D. Request for vacations shall be submitted to the administrator to whom the employee is responsible at least five work days prior to the requested vacation days and must be approved by the Superintendent. Every effort shall be made to meet the desires of the employees and the needs of the school district in establishing vacation dates. Vacations shall be taken when school is not in session and not the week before school starts, except by special arrangements with the building Principal and/or Superintendent. The Superintendent shall keep a record of vacations earned and the dates taken.
- E. Years earned toward vacation credit may be carried to another classification with vacation. If transferring from a classification without vacation to one with vacation, years toward vacation will begin with the first day of employment in the new classification and full vacation privileges will commence on the anniversary date

7.18 TIME SHEETS FOR NON-CERTIFIED EMPLOYEES

- A. All full time and part time non-certified employees shall be required to keep a time sheet of hours worked. The following information must be included on the time sheet:
 - o Date
 - o Hours Worked
 - o Indicate Leave - Sick, Personal, Vacation, etc.
 - o Overtime (all overtime must be approved in advance by building Principal or Superintendent)
- B. Time sheets shall be signed by the employee and building Principal and/or Superintendent.

7.19 EXTRA-CURRICULAR DRIVING

All extracurricular driving is voluntary. Extra driving needs will be determined by the transportation director or administration based on need. Coaches and sponsors who drive a bus will be paid for the entirety of the trip. Coaches and sponsors who request to drive the bus to their activity will be given first priority. No hourly employee may drive extracurricular trips if it puts them into Over-Time status without expressed consent of the Superintendent.

7.20 RETIREMENT BONUS

Teachers having 20 or more years of consecutive service in the District who have sufficient service credit in the Teachers Retirement System to qualify for a retirement annuity are eligible to receive a retirement bonus by submitting a non-revocable notice of retirement effective for the end of the 2020-2021 school year by **September 30, 2020**. The 2020-2021 creditable earnings of a teacher electing this option shall be equal to 106% of the creditable earnings of the teacher earned in the prior school year. The bonus shall be divided evenly among the electing teacher's paychecks throughout the school year. Should any teacher electing this option discontinue any extra-duty assignment in the last school year for any reason, the annual salary shall be reduced accordingly. **This One-Time Retirement Bonus shall expire on June 30, 2021.**

Upon occurrence of a life-changing event; e.g. death of spouse, divorce, illness, etc. the prospective retiree may petition the Board of Education to be released from his/her retirement resignation.

ARTICLE VIII – EMPLOYEE EVALUATION

8.1 PURPOSE

The purpose of evaluation is to improve job performance for all employees and the quality of instruction for certified staff and support staff. (See Appendix B and Appendix D)

8.2 GENERAL GUIDELINES

- A. Within two (2) weeks of the beginning of the school term or two (2) weeks after employment, if employed after the start of the school term, a copy of the job description and evaluation instrument will be given to each employee. The Principal or qualified administrator, for building employees, and the Superintendent, for district employees, will conduct a conference with each employee regarding job expectations prior to any evaluation of performance.
- B. The evaluation form will be used to report to the Superintendent and Board of Education. The evaluation instrument may be revised at any time by the mutual agreement of the Association and the Superintendent.
- C. Any grievance filed relative to this Article shall be limited to violations of the specific procedures as outlined below. All other aspects of evaluation, including but not limited to criteria, instruments, or personalities shall not be grievable.

8.3 FORMAL EVALUATION PROCESS FOR CERTIFIED EMPLOYEES

- A. Each tenured certified employee shall receive at least one formal evaluation at least every two years by a qualified administrator. Each non-tenured teacher shall receive at least two observations and a formal evaluation every year by a qualified administrator.
- B. All formal evaluations of classroom performance will be done openly with the full knowledge of the certified employee.
- C. The formal evaluation cycle shall be defined as follows:
 - 1. At least three (3) work days prior to the observation, unless mutually agreed otherwise, a pre-conference between evaluator and employee will be held to include a review of the expectations of the parties and an agreement on days and times of formal observation. The employee will provide, prior to the observation, all requested information (lesson plans, assignments, tests, etc.) needed to effectively evaluate the instructional process.
 - 2. Prior to reducing the evaluation to writing and within five (5) work days following the observation, the evaluator and the employee will have a post-observation(s) conference.
 - 3. The results of the evaluation will be reduced to writing within five (5) work days of the post-conference; and, the evaluator will meet with the employee and review the evaluation. At this meeting, which will be at least 30 calendar days prior to the end of the school year, the employee will sign the formal written evaluation and be given a copy. A copy of the formal written evaluation will be placed in the employee's District personnel file in the Unit Office.
 - 4. If the employee disagrees with the evaluation, he/she may submit written reasons for his/her disagreement with the evaluator within five (5) work days after receiving a copy of the written evaluation. A copy of the written reasons for the employee's disagreement will be attached to the evaluation and placed in the personnel file in the Unit office.

8.4 INFORMAL EVALUATIONS FOR CERTIFIED EMPLOYEES

The establishment of formal evaluation procedures does not limit the right of the administration to use informal observations of certified employees to determine competencies. Informal, drop-in visits are appropriate at any time without written data collection. If a written record is kept, the employee will receive a copy within one (1) working day.

- A. The results of informal observations, when unsatisfactory, must be made known to the teacher at a conference within one (1) working day after the informal observation.
- B. The employee shall receive a signed copy of any written documentation concerning the informal observation within five (5) work days of the conference. The written evaluation may be placed in the employee's personnel file in the District Office.

- C. If the employee disagrees with the informal evaluation, he/she may submit written reasons for the disagreement with the evaluator within five (5) work days after receipt of the written informal evaluation. A copy of the written reasons for the employee's disagreement will be attached to the written evaluation and placed in the employee's personnel file in the Unit office.

8.5 UNSATISFACTORY EVALUATIONS OF CERTIFIED EMPLOYEES

Any teacher receiving an unsatisfactory rating will be placed on a remediation plan as established by the provisions of Chapter 105, Article 5/24A, Illinois Revised Statutes (Illinois School Code) with regard to teacher evaluation.

8.6 NON-CERTIFIED EMPLOYEE EVALUATION PROCEDURES

- A. The supervisor of every employee shall have continuing informal evaluation and constructive suggestions toward improvement of performance. In addition to continuing informal evaluation there shall be an established formal evaluation procedure. After 5 years of continued employment support staff employee shall receive a formal evaluation every two years by a qualified administrator. Each support staff member with four years or less experience shall receive a formal evaluation every year by a qualified administrator.
- B. A job description and the evaluation instrument will be established by the administration for each job classification with specifics for each building. The evaluator will hold a conference with each employee and a copy of the evaluation will be given to the employee, formally evaluated with a copy of the written evaluation given to and discussed with the employee; and, a copy placed in the employee's personnel file. (See Appendix D)
- C. Any concerns will be documented in writing, a copy given to the employee, and a copy placed in the employee's personnel file. Any disciplinary action shall be progressive except in situations where proof of conduct is conclusively determined to warrant more serious consequences.

ARTICLE IX – GRIEVANCE PROCEDURES

9.1 DEFINITION OF GRIEVANCE

A grievance is defined as a claim by the Association that there has been an alleged violation, misinterpretation, or misapplication by the District of any provision of this Agreement.

9.2 PROCEDURE

Any employee, group of employees, or Association may institute a grievance. Both parties will make a good faith effort to resolve grievances in an informal, verbal discussion within ten (10) work days after the occurrence giving rise to the concern. When requested by the employee, an Association representative may accompany the employee to assist in the informal resolution of the concern. When this cannot be accomplished, a grievance shall be processed as follows:

Step 1

Within ten (10) working days of the alleged violation the grievant shall present the grievance in

writing to the building Principal, who will arrange for a meeting to discuss the alleged violation within ten (10) working days. The formal written grievance shall specifically state the contract article, section, and clause/paragraph alleged to have been violated and the remedy requested. A diligent effort shall be made to adjust the grievance at this step. The Principal shall have ten (10) working days to give a written response including the reasons for the decision.

Step 2

If the grievance is not resolved at Step 1, the Association's Representative shall submit the grievance to the Superintendent within ten (10) working days after receipt of the Principal's Step 1 response. The written grievance shall state the facts involved in the grievance and the contract provisions allegedly violated by the District and resolution requested. The Superintendent shall give a written response and a brief explanation of reasons within ten (10) working days after receipt of such written grievance.

Step 3

If the written grievance as submitted in Step 2 has not been satisfactorily settled, it shall be referred in writing by the Association's Representative to the President of the Board. This writing shall state in what respects the Step 2 answer is inconsistent with this Agreement. Such submission shall be made within ten (10) working days after the receipt of the response from the Superintendent. The Board or its designated representative shall submit a written response with a brief explanation of its reasons within ten (10) working days following its next regular Board meeting.

Step 4

If the grievance cannot be settled at the third step, the grievance will be submitted to an Interest Based Problem Solving process. The District and the Association with the use of facilitator shall explore settling the grievance using the principals the Interest Based Problem Solving process. There will be up to a four members allowed in each team with one member of the Board team being a Board member.

Step 5

If the written grievance has not been satisfactorily settled by the operation of the grievance procedure as outlined hereinabove, the Association shall have the right, upon notification to the District in writing within fifteen (15) working days after the answer is given in Step 3, to submit the grievance to arbitration. The parties will make a sincere effort to mutually agree upon an arbitrator within five working days after the notice is received. If the parties cannot agree upon an arbitrator, the Director of the Federal Mediation and Conciliation Service will be requested to supply a list of seven arbitrators, from which list each party alternatively shall strike one name provided; however, either party may reject the first list submitted in its entirety and request a second list. The Association shall choose first until one arbitrator remains on the list. On alternate arbitration cases when it is necessary to select an arbitrator in this manner, the District shall choose first until one arbitrator remains on the list. The arbitrator shall be designated to hear the grievance, and his decision shall be final and binding. The arbitrator shall not have the right to add to or subtract from the terms and conditions set forth in this Agreement. The fee and expenses of the arbitrator and the cost of the transcript of the proceedings for the arbitrator's use, if he desires it, shall be borne equally by the District and the Association provided; however, the fees and expenses of witnesses, the cost of documentary evidence and matters of that nature shall in all cases be borne by the parties procuring the same.

9.3 GRIEVANCE TIME LIMIT

Grievances not instituted or appealed within the time limits stipulated shall expire and be forfeited unless the time limits are extended by mutual agreement of the District and the Association in writing.

9.4 NO WRITTEN RESPONSE

If the District or any of its representatives fails to give a timely response to a grievance, the grievance may immediately be appealed to the next step of the grievance procedure.

9.5 CLASS GRIEVANCE / BYPASS

Class grievance involving more than one employee or supervisor and grievances involving an administrator at the building level, may be initially filed as Step 2. By mutual agreement in writing, any step of the grievance procedure may be bypassed.

9.6 FILING OF GRIEVANCE MATERIALS

All records related to a grievance shall be filed separately from the personnel files of the employees.

9.7 CLAIM IN OTHER FORM

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

9.8 COOPERATION

The administration, Association, and all employees shall cooperate in the investigation of a grievance.

9.9 GRIEVANCE WITHDRAWN OR SETTLEMENT

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

ARTICLE X – SCHOOL OPERATIONS

10.1 NO STRIKE CLAUSE

The Association agrees there shall be no strike, sympathy strike, withholding of services, slow down, mass resignations, mass absenteeism, other refusal to render full and complete service to District #701, or any unlawful interference with school operations during the term of this Agreement or any extension of it.

10.2 DISTRICT’S EXCLUSIVE RIGHT TO MANAGE

Except as specifically restricted by the express language of this Agreement, the Board retains the exclusive right to manage District #701 and direct the work force in the manner it determines to be in the best interest of the School District pursuant to its statutory authority and responsibility.

10.3 SUBCONTRACTING

District #701 retains the right to subcontract job classifications provided the Deer Creek-Mackinaw Educational Association/IEA-NEA receives 90 days prior written notification of acceptance of bids; and, is given an opportunity to work with the Board of Education to remedy

26

the situation during that 90 day period by some other means than subcontracting.

ARTICLE XI – EFFECT OF AGREEMENT

11.1 COMPLETE UNDERSTANDING

The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. The terms and conditions may be modified only through the written mutual consent of the parties.

11.2 INCORPORATION OF BOARD POLICIES

The policies and procedures of District #701 are hereby incorporated into this Agreement, provided that these policies and procedures may neither countermand nor be contrary to the express terms of this Agreement.

11.3 INCLUSION AND SAVING CLAUSE

Should any article, section, or clause of this Agreement be declared unlawful or unenforceable by a court of competent jurisdiction, the Board of Education and the Association shall agree to bargain revisions that would bring the provision into compliance with the law. The remaining articles, sections and clauses shall remain in full force and effect.

11.4 CONFORMITY TO LAW

The parties agree that applicable Illinois statutory and case law and the Constitution of the United States and the Constitution of the State of Illinois are hereby incorporated into this Agreement. No provision of this agreement shall supplant or supersede the laws of the State of Illinois or the United States.

11.5 DURATION OF THE AGREEMENT

This Agreement shall be effective 2017 and shall continue in effect until 2020. This Agreement may be reopened by either party if legislation regarding school funding/financing is passed that impacts the Association or the Board of Education.

This Agreement was ratified by the DCMEA membership on April 25, 2017 and the Board of Education CUSD #701 on April 25, 2017.

Deer Creek-Mackinaw
Education Association/IEA-NEA

Deer Creek-Mackinaw CUSD No. 701
Board of Education

President

President

Secretary or Representative

Secretary

Date

Date

APPENDIX A - SUPPLEMENTAL PAY SCHEDULE

Following is the list of extra duty assignments which provide supplemental pay. The Board of Education may at its discretion establish extracurricular activities and stipends.

The amount of pay for each job is the stated percentage of the District's base salary (BA-Step 1). For each year of experience in a specific duty position within the District, an employee's extra duty pay will be increased according to the following experience factor schedule.

First Year	1.00
Second Year	1.15
Third Year	1.20
Fourth Year	1.50
Fifth Year	1.60
Sixth to Tenth Year	1.70
Eleventh to Fifteenth Year	1.80
Sixteenth to Twentieth Year	1.90
Twenty-one Plus Years	2.00

Example: A first assistant football coach who is entering his third year in that position would receive salary as figured; base salary times 6.5% times 1.20.

If more than one employee shares one extra duty assignment, the listed percentage shall be divided equally between the employees. This percentage will then be multiplied by each individual employee's experience factor.

High School

1. Head Varsity Football	11.0%
2. First Assistant Football	6.5%
3. Second Assistant Football	6.5%
4. Third Assistant Football	6.5%
5. Head Varsity Basketball	11.0%
6. Assistant Basketball	6.5%
7. Assistant Basketball	6.5%
8. Head Wrestling	11.0%
9. Assistant Wrestling	6.5%
10. Head Varsity Baseball	10.0%
11. Assistant Baseball	6.0%
12. Head Girls' Varsity Basketball	11.0%
13. Assistant Girls' Basketball	6.5%
14. Head Girls' Volleyball	11.0%
15. Assistant Girls' Volleyball	6.5%
16. Head Girls' Varsity Softball	10.0%
17. Assistant Girls' Softball	6.0%
18. Head Track (Boys and Girls)	10.0%
19. Head Track (Boys and Girls)	10.0%
20. Head Cross Country	10.0%
21. Bass Fishing	1.0%
22. Yearbook Sponsor	5.0%
23. Cheerleader Sponsor	

	a. Fall	3.5%
	b. Winter	4.5%
24.	Dance Sponsor	4.0%
25.	Family and Consumer Science	4.0%
26.	Sophomore Class Sponsor	1.0%
27.	Freshman Class Sponsor	1.0%
28.	Junior Class Sponsor	5.0%
29.	Senior Class Sponsor	1.0%
30.	Student Council	5.0%
31.	National Honor Society	4.0%
32.	Scholastic Bowl	3.0%
33.	High School Flags	1.0%
34.	High School Drama	3.0%
35.	High School Assistant Drama	1.5%
36.	Chorus	2.5%
37.	Band/Pep Band/Marching Band	6.0%
38.	Art Club	2.0%
39.	Future Business Leaders	4.0%
40.	Drama Club	2.0%
41.	Technology Club	3.0%
42.	WYSE	1.0%
43.	Assistant Student Council	3.0%
44.	Assist. (2nd) Girls' Basketball	6.5%

Junior High

1.	Head Baseball	5.0%
2.	Assistant Baseball	2.5%
3.	Head Girls' Softball	5.0%
4.	Assistant Girls' Softball	2.5%
5.	Boys' Basketball (8 th)	7.0%
6.	Boys' Basketball (7 th)	7.0%
7.	Head Wrestling	8.0%
8.	Assistant Wrestling	5.0%
9.	Girls' Basketball (8 th)	6.0%
10.	Girls' Basketball (7 th)	6.0%
11.	Girls' Volleyball (8 th)	7.0%
12.	Girls' Volleyball (7 th)	7.0%
13.	Head Track (Boys)	6.0%
14.	Head Track (Girls)	6.0%
15.	Assistant Track (boys and girls)	3.0%
16.	Cheerleader Sponsor	2.0%
17.	Dance Sponsor	2.0%
18.	Band	2.5%
19.	Chorus	2.5%
20.	Student Council	2.0%
21.	Literary	2.0%
22.	Yearbook Sponsor	1.5%
23.	Scholastic Bowl	2.0%
24.	Drama	2.0%
25.	Assistant Drama	1.0%
26.	Head Cross Country	6.0%

Intermediate School

- | | | |
|----|-----------------|------|
| 1. | Band and Chorus | 2.5% |
| 2. | Yearbook | 1.5% |

Other

- | | | |
|----|----------------------------|---------------------------------|
| 1. | Score Keepers | Minimum of \$25.00 per event |
| 2. | Time Keepers | Minimum of \$25.00 per event |
| 3. | Bus Chaperone | Minimum of \$25.00 per event |
| 4. | Detention | |
| | Monday-Friday (1 hour) | Minimum of \$15.00 A.M./P.M. |
| 5. | Saturday Morning Detention | 4 hours = current sub rate |
| | | 2 hours = half current sub rate |

TEACHER EVALUATION PROCESS
DEER CREEK-MACKINAW CUSD#701
Statement of Beliefs

It is the belief of the Deer Creek- Mackinaw Board of Education, administrative staff, and the Deer Creek- Mackinaw Education Association (DCMEA) that an effective evaluation process must:

- support and sustain continuous professional growth and school improvement;
- develop a “shared vision of teaching and learning”;
- establish a professional learning community.

The two primary purposes of teacher evaluation according to Charlotte Danielson are to ensure the quality of teaching and to promote professional learning. The evaluation process has changed from a “snapshot” process to a “discussion-based” format where the teacher and evaluator have a conversation highlighting the four domain areas outlined in the Charlotte Danielson model of effective teaching.

The four domains within the Danielson model are:

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

Other areas taken into consideration include:

- teacher attendance
- competency in subject matter taught

The evaluation process shall be conducted yearly for a Non-Tenured teacher and once every two years for a Tenured teacher; however, a tenured teacher who has obtained a “needs improvement” or “unsatisfactory” rating on the previous year’s evaluation shall be evaluated again in the next school year after receiving that rating. Based upon your evaluation cycle requirements 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) for the Dec-Mack teacher evaluation process.

During the evaluation process a pre-conference, observation, documentation of professional practice & evidence (e.g., written notes, videos, logs, reflection forms, lesson plans, student work), and a post-conference will take place for each formal observation. Multiple informal observations may also take place during the school year as well as the formal observations.

All evidence collected during the evaluation cycle will be used to determine your final summative rating for teacher performance.

The four categories used for the final summative rating are:

- Excellent
- Proficient
- Needs Improvement
- Unsatisfactory

Evaluation Groups

Group 1	Non-tenured, not-evaluated teachers. These will mostly be first year teachers.
Group 2	Teachers, with a “needs improvement” or “unsatisfactory” rating on either of the teacher’s last two evaluations.
Group 3	Teachers with at least a “satisfactory” or “proficient” on both of the last two evaluations, or on the last evaluation if only one is available.
Group 4	Teachers whose last two evaluations were “excellent” or had “excellent” on 2 of the last three evaluations, providing that there were no “needs improvement” or “unsatisfactory” ratings in the last two evaluations.

Defining Terms: A Formal Observation includes a pre-observation conference; observation of professional practice; documentation of the professional practice; and a post-observation conference.

Pre-Observation Conference- Each formal observation is preceded by a conference between the qualified evaluator and the teacher.

Formal Evaluation- Teacher submits in advance of the conference a written lesson plan or unit plan and/or other evidence of planning for instruction to be observed. Evaluator will discuss and make any recommendations for areas of focus during the observation.

Informal Evaluation- No pre-conference requirements are defined.

Observation of Professional Practice- Evidence of professional practice is collected through the use of multiple observations that include the formal and informal observations and focus upon evidence of the teacher's planning, instructional delivery, and classroom management skills.

Formal Observation- Minimum of 45 minutes at a time, or a complete lesson, or during an entire class period.

Informal Observation- No observation requirements defined.

Documentation of Professional Practice- Following a formal observation the evaluator provides feedback to the teacher.

Formal Observation- The evaluator provides feedback following a formal evaluation to the teacher in writing (electronic or paper).

Informal Observation- The evaluator provides feedback to the teacher either orally or in writing (electronic or paper). *Only feedback provided in writing after an informal observation may be used in the summative evaluation.*

Post-Observation Conference- Following a formal observation, the evaluator shall meet with the teacher to discuss the evidence collected about the teacher's professional practice.

Formal Observation- Evaluator shall meet with the teacher to discuss evidence collected and provide feedback. Teacher may provide additional information or explanation about the lesson presented.

Informal Observation- Evaluator must provide the teacher an opportunity to have an in person discussion following the observation.

Formative Evaluation- A set timeframe where the evaluator observes a teacher's performance providing information and evidence needed to adjust teaching and learning. In this sense, formative assessment informs both teacher and evaluator about the teacher’s performance at a point when timely adjustments can be made.

Summative Evaluation- An evaluation of a teacher's performance taken over the course of the year through several formative evaluations. A summative evaluation is holistic in that the teacher's performance is evaluated in every area instead of focusing only on one area. The summative evaluation is indicative of the entire body of work as opposed to one lesson.

PDP- Professional Development Plan- A plan will be developed within 30 days after the summative rating of “Needs Improvement”. The plan will include identification of weaknesses based upon formative feedback, planning, and reflective conversations, as well as attendance and subject matter competency. The plan is developed in consultation with the teacher and takes into account the teacher's ongoing professional responsibilities including his/her regular assignments. The PDP template found at the back of this document will be used to guide the development of the plan. The PDP will include evidence of progress and achievement of goals as well as supports that will be put into place to address the performance areas rated as needs improvement. There is no minimum timeframe specified for completion of a PDP.

RP- Remediation Plan- A Plan will be developed within 30 days after the summative rating of “Unsatisfactory” to correct deficiencies cited, provided the deficiencies are deemed remediable. The plan will include identification of weaknesses based upon formative feedback, planning, and reflective conversations, as well as attendance and subject matter competency. A consulting teacher will be selected by the evaluator who has 5 years of experience, familiarity with assignment, and an “excellent” rating on last evaluation. The remediation period of 90 days is provided with a mid-point and final evaluation period. The RP template found at the back of this document will be used to guide the development of the plan.

EVALUATION CYCLE

TEACHER EVALUATION CYCLE REQUIREMENTS: TENURED

	Tenured		
Who	Tenured – Proficient/Excellent Rating All tenured teachers who receive a rating of Proficient or Excellent	Tenured – Needs Improvement Rating All tenured teachers who receive a rating of Needs Improvement	Tenured – Unsatisfactory Rating All tenured teachers who receive a rating of Unsatisfactory
What	<ul style="list-style-type: none"> Clearly defined expectations as outlined in the teacher evaluation plan and district determined IPTS-Aligned Teaching Evaluation Framework Ongoing conversations based upon evidence gathered by both teacher and evaluator (e.g., Data 	<ul style="list-style-type: none"> Clearly defined expectations as outlined in the teacher evaluation plan and district determined IPTS-Aligned Teaching Evaluation Framework Ongoing conversations based upon evidence gathered by both teacher and 	<ul style="list-style-type: none"> Clearly defined expectations as outlined in the teacher evaluation plan and district determined IPTS-Aligned Teaching Evaluation Framework Ongoing conversations based upon evidence gathered by both teacher and evaluator (e.g., Data Logs, reflection forms,

	<p>Logs, reflection forms, lesson planning, student work, formal and informal observations)</p> <ul style="list-style-type: none"> • A minimum of two (2) observations shall be required each evaluation cycle, of which one (1) must be a formal observation (formal observations include both a pre-and post-observation conference) • Identification of strengths and weaknesses based upon formative feedback, planning and reflecting conversations, as well as attendance and subject competency when determining a Summative Evaluation Rating 	<p>evaluator (e.g., Data Logs, reflection forms, lesson planning, student work, formal and informal observations)</p> <ul style="list-style-type: none"> • A minimum of three (3) observations shall be required each evaluation cycle, of which two (2) must be a formal observation (formal observations include both a pre-and post-observation conference) • Identification of strengths and weaknesses based upon formative feedback, planning and reflecting conversations, as well as attendance and subject competency when determining a Summative Evaluation Rating • A Professional Development Plan (PDP) developed within thirty (30) school days after a Summative Rating of “needs improvement” • The Needs Improvement cycle does not have a minimum or maximum timeframe • A PDP is developed by the evaluator in consultation with the teacher and takes into account the teacher's ongoing professional responsibilities including his/her regular assignments • The PDP includes evidence of progress/ achievement of goal as well as supports that the district will provide to 	<p>lesson planning, student work, formal and informal observations)</p> <ul style="list-style-type: none"> • A minimum of three (3) observations shall be required each evaluation cycle, of which two (2) must be a formal observation (formal observations include both a pre-and post-observation conference) • Identification of strengths and weaknesses based upon formative feedback, planning and reflecting conversations, as well as attendance and subject competency when determining a Summative Evaluation Rating • A Remediation Plan developed within thirty (30) days after a summative rating of “unsatisfactory” to correct deficiencies cited, provided the deficiencies are deemed remediable • A consulting teacher is selected by the evaluator who has 5 years of experience, familiarity with assignment, and an “excellent” rating on last evaluation • A remediation period of ninety (90) school days is provided with a mid- point and final evaluation during and at the end of the evaluation period • If the teacher has corrected the performance deficiencies and receives a rating of “proficient” or “excellent”, he or she is
--	---	--	--

		<p>address the performance areas needing improvement</p> <ul style="list-style-type: none"> • If the teacher has corrected the performance areas and receives a rating of “proficient” or “excellent”, he or she is returned to the regular evaluation cycle [PERA 2010]. 	<p>returned to the regular appraisal cycle</p> <ul style="list-style-type: none"> • If, at the conclusion of the remediation period, the teacher has not corrected the performance deficiencies, the teacher is subject to dismissal
Summative Evaluation	Every two years	No minimum or maximum timeframe specified	90 school days unless shortened by agreement

TEACHER EVALUATION CYCLE REQUIREMENTS: NON-TENURED

	Non-Tenured	
Who	<p>Years 1-3 Non-Tenured</p> <p>All first through third year non-tenured teachers</p>	<p>Year 4 Non-Tenured</p> <p>All fourth year non-tenured teachers</p>
What	<ul style="list-style-type: none"> • Clearly defined expectations as outlined in the teacher evaluation plan and district determined IPTS-Aligned Teaching Evaluation Framework • Ongoing conversations based upon evidence gathered by both teacher and evaluator (e.g., Data Logs, reflection forms, lesson planning, student work, formal and informal observations) • 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) • Identification of strengths and weaknesses based upon formative feedback, planning and reflecting conversations, as well as attendance and subject competency when determining a Summative Evaluation Rating 	<ul style="list-style-type: none"> • Clearly defined expectations as outlined in the teacher evaluation plan and district determined IPTS-Aligned Teaching Evaluation Framework • Ongoing conversations based upon evidence gathered by both teacher and evaluator (e.g., Data Logs, reflection forms, lesson planning, student work, formal and informal observations) • 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) • Identification of strengths and weaknesses based upon formative feedback, planning and reflecting conversations, as well as attendance and subject competency when determining a Summative Evaluation Rating

	<ul style="list-style-type: none"> • Non-tenured teachers in two(2) out of the last three (3) years of non-tenured status must have a summative rating of “proficient” or “excellent” • Non-tenured teachers that have summative ratings of “excellent” during first three year are eligible for early tenure 	<ul style="list-style-type: none"> • Non-tenured teachers in fourth(4) year of non-tenured status must have a summative rating of “proficient” or “excellent”
Summative Evaluation	Annual	Annual

Professional Development Plan (PDP)

Teacher: _____ **Evaluator:** _____

Date of “Needs Improvement” rating: _____

Date of PDP implementation: _____

Identified Weakness(es) based upon the Framework Components:

Domain	Framework components	Evidence
2 The Classroom Environment	2a Creating an environment of respect and rapport	Students attend passively to the teacher but tend to talk, pass notes, etc when other students are talking.

Goals:

Objectives:

Activities:

District Supports to Address Area for Improvement:

Evidence of Progress and Achievement of Goals:

Dee-Mack Domain Percentage for Summative Evaluation					
4%	1A	Demonstrates knowledge of content and pedagogy	5%	3A	Communicates with Students
4%	1B	Demonstrates knowledge of students	10%	3B	Uses Questioning and Discussion Techniques
3%	1C	Setting instructional outcomes	12%	3C	Engages Students in Learning and Ensuring Higher Cognitive Level Thinking
3%	1D	Demonstrates knowledge of resources	10%	3D	Uses Assessment in Instruction
3%	1E	Designs coherent instruction	2%	3E	Demonstrating Flexibility and Responsiveness
3%	1F	Designs student assessments	1%	4A	Reflects on Teaching
5%	2A	Creating an Environment of Respect or Rapport	2%	4B	Maintains Accurate Records

5%	2B	Establishes a Culture for Learning	5%	4C	Communicates with Families
5%	2C	Manages Classroom Procedures	6%	4D	Participates in a Professional Community
5%	2D	Manages Student Behavior	4%	4E	Growing and Developing Professionally
1%	2E	Organizes Physical Space	2%	4F	Showing Professionalism

Domain 1= 20%

Domain 3= 39%

Domain 2= 21%

Domain 4= 20%

Rationale - The administration at Dee-Mack CUSD #701 believes strongly in the instructional aspect of the evaluation procedures, including engagement, questioning, and assessment. We believe all aspects are important but should not be weighted equally. Therefore, in order to create a system where the areas of most importance are weighted higher than others, we have come up with the representation above.

DEER CREEK-MACKINAW CUSD 701

UNSATISFACTORY APPEALS PROCESS

An appeal process is hereby established for teachers for the purpose of appealing an “unsatisfactory” rating received under Section 24A-5 of the Illinois School Code

(105 ILCS 5/24A-5) by a qualified evaluator. This process is established pursuant to and in accordance with Section 24A-5.5 of the Illinois School Code (105 ILCS 5/24A-5.5). An appeal filed in accordance with the procedures established herein shall be reviewed by a panel of two qualified evaluators chosen by the Superintendent who did not conduct the original evaluation of the teacher filing the appeal.

A teacher desiring to appeal an “unsatisfactory” rating shall file a notice of appeal with the Superintendent within five (5) working days after receipt of the “unsatisfactory” rating. The notice of appeal shall state the factual basis for the appeal and include any relevant documents in support of the appeal. An appeal may be based on student growth ratings only if the appealing teacher identifies a valid data error.

Upon receipt of a notice of appeal, the panel shall determine whether the “unsatisfactory” rating was erroneous based upon a review of the written record of said rating, including, but not limited to, (1) the information and documents provided by the teacher in his or her notice of appeal, and (2) the original evaluator’s written observations, comments, and feedback. In the event, the panel determines the written record is insufficient to make a determination, it may schedule a meeting with the appealing teacher, original evaluator, or review other evidence or interview other witnesses as it sees fit. Additionally, the panel may schedule an observation of the appealing teacher to aid in its determination. After a review of the written record of the “unsatisfactory” rating, any interview the teacher or evaluator, and any observation of the teacher, the panel shall overturn the “unsatisfactory” rating if the following criteria are met:

- The notice of appeal was filed with the Superintendent within five (5) working days after receipt of the “unsatisfactory rating”;
- The notice of appeal contains a sufficient factual basis for the appeal; and
- The panel unanimously determines the “unsatisfactory” rating was erroneous.

In such an event, the panel shall determine the proposed evaluation rating which shall then be shared with the exclusive bargaining representative of the teachers. Upon review of the proposed evaluation rating, the exclusive bargaining representative may demand to bargain for the evaluation rating. In such an event, a District representative shall meet with the exclusive bargaining representative to bargain the rating. In the absence of an agreement, the proposed evaluation rating determined by the appeal panel shall stand.

**Deer Creek - Mackinaw Community Unit
School District #701**

Student Learning Objective Process



Updated Fall of 2020

Table of Contents

Page Number	Content
2	Introduction to Student Growth
2	Rationale
2	SLO Process
3	SLO Guidelines
3	SLO Key Deadlines
4	SLO Approval Process
4	SLO Revision Process
4	Growth Target Calculation
5	SLO Scoring and Rating
6	Summative Evaluation Score
6-7	Key Terms
8	SLO Rubric
9-10	SLO Assessment Checklist and Evaluator Approval

Student Learning Objective Process

Introduction to Student Growth

Student Growth is defined as a demonstrable change in a student's or group of students' knowledge or skills, as evidenced by two or more assessments between two or more points in time. Student growth is not the same thing as attainment. Attainment is a measure only at a single point in time, such as proficiency on the ISAT, or ability to run a 7:00 mile. PERA requires growth to be measured not just by attainment.

Student Learning Objectives (SLO) is a process that incorporates learning targets and corresponding assessments. The SLO process includes setting and measuring targets that are useful for analyzing student growth. SLOs are a long-term goal for advancing student learning. It is a data-informed process that involves diagnosing and improving specific student learning needs.

The SLOs themselves do not measure student growth but rather outline a process in which growth can be measured through various tools. By setting SLOs, using approved assessments, and regularly progress monitoring students' development, an accurate picture of the student's growth (and a teacher's contribution to student growth) may be developed.

SLOs also connect to the *Danielson Framework for Teaching*, representing another layer of the work around teacher effectiveness. Multiple measures of teacher's practice, which includes frequent observations using the *Danielson Framework*, conferences, regular feedback, and student growth measures, provide a more complete picture of a teacher's performance and create more meaningful dialogue and evaluations.

Rationale

The Illinois Performance Evaluation Review Act (PERA) requires that teachers demonstrate student growth as part of the teacher evaluation process. To fulfill this requirement, Deer Creek - Mackinaw Community Unit #701 has selected the Student Learning Objective (SLO) process to measure student growth.

The use of the SLO model has several benefits:

- Teachers are assessed using growth measures aligned with content specific to local school contexts.
- Teacher impact on student learning is assessed through multiple measures.
- SLOs support reflective teaching practice.
- The SLO process promotes collaboration.

SLO Process

- Teacher determines the Learning Goal for each SLO.
- Teacher selects one Type II assessment and one Type III assessment.
- If no Type II assessment is available, then the teacher may use two Type III assessments.
- Teachers with similar teaching assignments are encouraged to work collaboratively to select and/or design assessments.
- Teachers should use mirrored assessments - when appropriate - for pre- and post-test sets for each SLO.
- Assessment selection is subject to evaluator based approval on the [SLO Assessment Checklist and Evaluator Approval](#) form. (see attachment)
- Assessment intervals to be determined and agreed upon by teacher and evaluator.
- Teacher completes [SLO Rubric](#) (see attachment) and meets with evaluator for approval.

SLO Guidelines

Each teacher will use two SLO's per year. One SLO will use a Type II Assessment that is used district or building wide. The other SLO will be Type III. The Type III will be created by the teacher.

For any teacher without appropriate Type II (district-wide benchmark assessments), such as Physical Education or Music teachers, these teachers will choose to develop two Type III (classroom-based) assessments.

Any teacher that is teaching both ELA and math must cover both ELA and math using the two assessments. Thus, teachers must choose a Type II assessment in either math or ELA and cover the other subject area using a Type III assessment.

Type II	Type III
An assessment developed or adopted and approved by the school district and used on a district-wide basis that is given by all teachers in a given grade or subject area	An assessment that is rigorous, aligned with the course’s curriculum, and that the evaluator and teacher determine measures student learning
Collaboratively developed common assessments, curriculum tests, Benchmark assessments	Teacher-created assessments, assessments of student performance
Example: Exam used across multiple sections	Example: Exam used in a single class

SLO Key Deadlines

1. Assessment Approval, Development, and Submission of SLO using required rubric
 - a. Prior to start of school year or by October 1st
2. Baseline Test
 - . Deadline agreed upon by teacher and evaluator prior to teaching unit
3. Administer End of Cycle Assessment
 - a. End of approved SLO interval (Example: post-test)
4. Scoring SLOs (see table below)
 - a. Non-Tenured and Tenured (Unsatisfactory, Needs Improvement)
 - i. Due to administrator by January 31
 - b. Tenured Teachers (Proficient, Excellent)
 - i. Due to administrator by end of school year in Non-Summative Year OR January 31 in Summative Year

Non Tenured	Tenured (Needs Improvement/Unsatisfactory)	Tenured (Proficient/Excellent)
Scoring due to evaluator by January 31	Scoring due to the evaluator by January 31	Scoring due to the evaluator by <ul style="list-style-type: none"> • end of non summative School Year Or <ul style="list-style-type: none"> • January 31 of summative

SLO Approval Process

1. The teacher and evaluator meet to review the SLO using the required [SLO Rubric](#).
 - a. Meeting to be set up by teacher either prior to school year or October 1st
2. The SLO must satisfy the SLO Rubric criteria.
3. If the SLO does not meet SLO Rubric criteria, the SLO will be modified.
4. If the teacher and evaluator cannot agree on SLO criteria, the PERA Joint Committee will aid in determining final SLO.
5. The SLO Rubric requires teacher and evaluator signatures.

SLO Revision Process

1. After the SLO has been accepted and partially or completely implemented, it may be revised under certain circumstances:
 - a. Original growth target was too easy or too rigorous
 - b. Student population has changed significantly during growth period
 - c. Other significant, unique events occur that could affect SLO outcomes
2. The teacher and evaluator meet to review the SLO and student data.
3. The SLO revision must meet SLO Rubric criteria, with sufficient data to support revision.

Growth Target Calculation

District-provided spreadsheet to enter student names and pre-test, and post-test scores.

1. The [Student Growth Worksheet](#) will contain formulas to determine growth targets.
2. The formula is based upon a model of “halfway to 100%.” For instance, if a student scores a 50% on the pretest, halfway to 100% would be 75%. (SBG- improvement from baseline score)
3. Upon completion of the post-test, teachers enter post-test scores to determine whether or not the selected student population met its growth target.

SLO Scoring and Rating

Each SLO will be scored 1) unsatisfactory, 2) needs improvement, 3) proficient, or 4) excellent using the following thresholds:

	SLO Scores	Thresholds
1	Unsatisfactory	Less than 40% of student population met growth target
2	Needs Improvement	40%-59% of student population met growth target
3	Proficient	60%-79% of student population met growth target
4	Excellent	At least 80% of student population met growth target

1. The teacher scores the SLO using approved data and performance levels.
2. The teacher and evaluator meet to review the final SLO and to verify data and scoring.
3. Each SLO rating will be worth 15% of the total teacher evaluation rating.
4. The teacher averages the scores for the two SLO’s. The average score becomes the summative student growth rating totaling 30%.

Student Growth Evaluation Rating	Threshold
Excellent	3.5 or higher
Proficient	2.5 to 3.49
Needs Improvement	1.5 to 2.49
Unsatisfactory	Less than 1.5

Summative Evaluation Score

	Danielson Framework Rating 70%				
		Excellent	Proficient	Needs Improvement	Unsatisfactory
Student Growth Rating 30%	Excellent	E	P	P	NI
	Proficient	E	P	NI	NI
	Needs Improvement	P	P	NI	U
	Unsatisfactory	P	NI	NI	U

Key Terms

Type II Assessment- developed or adopted and approved for use by the district and used on a district-wide basis by all teachers in a given grade or subject area. (Examples: District-wide pre- and post-tests administered to same grade level students in the same subject.

Type III Assessment- Any assessment that is rigorous, that is aligned to course curriculum, and that the qualified evaluator and teacher determine measures student learning (Examples: textbook, teacher - developed pre- and post-tests used in a particular classroom, rubrics used to measure changes in student performance.)

Assessment – any instrument that measures a student's acquisition of specific knowledge and skills.

Attainment –a “point in time” measure of student proficiency which compares the measured proficiency rate with a pre-defined goal.

Danielson Rating – 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-25 of the School Code.

Depth of Knowledge (DOK) – the level of rigor of assessment questions, categorized into four levels of increasing rigor: Recall, Skill/Content, Strategic Thinking, and Extended Thinking.

“Halfway to 100%”- formula used to determine adequate student growth. For instance, Sheldon scores a 50% on the pretest, halfway to 100% would be 75%. Therefore, if Sheldon scores 75% or above he would have demonstrated growth. *calculated by the Student Growth Worksheet

For SBG- Classrooms- *The criteria that will be used will be an improvement from the baseline score - example if a student scored a 2 on the baseline then credit towards improvement would be a 3 or 4.*

Joint Committee – 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 regarding the establishment of a performance evaluation plan that incorporates data and indicators of student growth as a significant factor in rating teacher performance.

Learning Objective – a targeted long-term goal for advancing student learning.

Mirrored Assessments – assessments designed with the same form, content, and level of complexity.

Student Growth –“demonstrable change in a student's or group of students' knowledge or skills, as evidenced by gain and/or attainment on two or more assessments, between two or more points in time.”

Student Growth Rating – the final student growth rating, after combining the scores of multiple SLOs

Student Learning Objective (SLO) – targets of student growth that teachers set at the start of the school year and strive to achieve by the end of the school year. These targets are based on a thorough review of available data reflecting students' baseline skills and are set and approved after collaboration and consultation with colleagues and administrators.

SLO Rubric

Student Learning Objective Rubric

<p>Teacher Name:</p>
<p>Population: Who is being assessed (roster attached) All students in the class are included based on selection criteria listed below. Identify total number of students in the class and number included in the growth target. Selection Criteria:</p> <ul style="list-style-type: none"> • 90% attendance is assumed • All students in the population completed the pre-test • Exceptions on a student-by-student basis are allowed upon agreement between evaluator and teacher • Sub-groups (Special education) cannot be excluded <p>How many students are in the class? How many students will be included in the growth target?</p>
<p>Assessment Tool (Explain why tool was selected)</p> <ul style="list-style-type: none"> • Approved by Administrator if Type III • Administered at least twice during interval • What assessment(s) will be used to measure student growth for this SLO?
<p>Alignment (Explain assessment objective and rationale alignment to standards)</p> <ul style="list-style-type: none"> • Targets specific academic concepts, skills, and behaviors based on standards or district curriculum. • Uses baseline data to guide selection and instruction • What academic skills, concepts, and behaviors are targeted? • How does the content connect to the standards?
<p>Student Baseline and Analysis (Where are students starting? What does the pre-test tell you?)</p> <ul style="list-style-type: none"> • Provide baseline data • Analyze baseline or trend data • What baseline data was collected? • What are the starting points for students? • What student needs are indicated by the student data?
<p>Growth Interval (Amount of time between data points)</p> <ul style="list-style-type: none"> • 100% of population accounted for • Length of instruction between pre- and post-assessments

Teacher Signature

Date

Evaluator Signature

Date

SLO Assessment Checklist and Evaluator Approval

Teacher	
Grade Level/Subject Level	
Evaluator	
Date of SLO Assessment Approval	
Assessment Type	<ul style="list-style-type: none"> • Type II _____ Superintendent initials • Type III

Alignment

- Items/Tasks cover key/grade-level content standards
- Where applicable, items/tasks were collaboratively determined by grade level or subject matter teaching team.
- A sufficient number of items are present to measure each standard
- The assessment will accurately measure a student’s knowledge and skills in relation to the intended learning.

Rigor

- Overall, the items/tasks/rubrics are appropriately challenging for target group
- Assessment includes a variety of Depth of Knowledge levels of questions (recall, skill/concept, strategic thinking, extended thinking)

Format

- Directions are clearly written.
- Assessment design and formatting are visually clear and uncluttered
- The length of time required to complete assessment is appropriate for the student population
- Items/tasks are free from bias.
- Assessment length and item types are appropriate for target group
- If a rubric is used, the differences in performance levels are clearly defined

Evaluator Feedback on Assessment:

Based on the evaluator’s review, the SLO approval status is one of the following:

<ul style="list-style-type: none"> • Approved <ul style="list-style-type: none"> • The teacher has collected baseline data that identifies student strengths and weaknesses as well as indicates individual starting points. • The SLO clearly identifies the students who are included in the growth targets. • The teacher has focused on appropriate learning standards, content, and skill-development. • The SLO logically relates to improved student learning. • The SLO uses an approved assessment that is tied to the learning objectives for the course. • The SLO establishes growth targets that are developmentally appropriate and based on pre-test data. • The SLO meets all procedural expectations.
<ul style="list-style-type: none"> • Not Approved <ul style="list-style-type: none"> • The SLO does not meet the criteria and expectations outlined in the SLO Framework. The SLO requires revision in the areas identified below:

- Population
 - Assessment Tool
 - Alignment
 - Student Baseline and Analysis
 - Growth Target and Interval
- Evaluator Feedback and Suggestions:

- Revisions and resubmissions criteria and expectations outlined in the SLO Framework

- Revisions made and rationale:

- Revisions reviewed and accepted
_____ Evaluator Initials _____ Date

Signature of teacher _____ Date _____

Signature of evaluator _____ Date _____

Deer Creek – Mackinaw District # 701 Teacher Evaluation Record

School Term _____

Faculty Member _____

FORMAL OBSERVATION PRE-CONFERENCE DATE(S)	OBSERVATION DATE(S)	FORMAL OBSERVATION POST-CONFERENCE DATE(S)	INITIALS
---	---------------------	--	----------

Rating

Unsatisfactory	1.00 – 1.49	Danielson Framework Rating (70%) _____ *	
Needs Improvement	1.50 – 2.49		
Proficient	2.50 – 3.49	Student Growth Rating (30%) _____	
Excellent	3.50 – 4.00		

Danielson Framework Rating 70%					
	Excellent	Proficient	Needs Improvement	Unsatisfactory	
Student Growth Rating 30%	Excellent	E	P	P	NI
	Proficient	E	P	NI	NI
	Needs Improvement	P	P	NI	U
	Unsatisfactory	P	NI	NI	U

Overall Summative Rating:

Unsatisfactory
 Needs Improvement
 Proficient
 Excellent
A B A B

* **A** If any single domain component has a rating of Unsatisfactory, then the Overall Summative Rating will be Needs Improvement or Unsatisfactory, and the numerical Teacher's Score will not be utilized to determine the rating.
 * **B** If 50% or more of the components within one domain have a rating of Needs Improvement then the Overall Summative Rating will be Needs Improvement. If 50% or more of the components of a domain have a rating of Unsatisfactory then the Overall Summative Rating will be Unsatisfactory. The numerical Teacher's Score will not be utilized to determine the rating. (* See Unsatisfactory Appeal Process)

Building Principal	Date	Faculty Member	Date
--------------------	------	----------------	------

Faculty member's signature acknowledges receipt of the evaluation information.

Faculty member has attached additional comments to the evaluation.

Copies: Principal Teacher Personnel File