

AGREEMENT
BETWEEN THE
BOARD OF EDUCATION SANDRIDGE
SCHOOL DISTRICT #172
AND THE
SANDRIDGE EDUCATION ASSOCIATION
IEA- NEA

SEPTEMBER 1, 2019

THROUGH

AUGUST 31, 2023

4-YEAR CONTRACT

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ARTICLE 1 RECOGNITION

The Board of Education of District #172, Cook County, Illinois, hereinafter "Employer," or "District" hereby recognizes the Sandridge Education Association, IEA-NEA, hereinafter the "Association," or "Union" as the sole and exclusive bargaining representative for all full-time certified professional non-supervisory personnel except special education department's speech pathologist, social worker, school psychologist, paraprofessionals, and dean of students.

The term "Teacher" or "Employee(s)," when used hereinafter in the Agreement, shall refer to all employees represented by the Sandridge Education Association, IEA-NEA, in the bargaining unit as above defined. The term "Employer," or "District," when used hereinafter in the Agreement, shall refer to the Board of Education and/or its Administrative-Agents.

ARTICLE 2 MANAGEMENT RIGHTS

The District retains and reserves the ultimate responsibility for proper management of the School District conferred upon and vested in it by the statutes and Constitutions of the State of Illinois and the United States, including, but not limited to, the responsibility for and the right:

1. To maintain executive management and administrative control of the School District and its properties and facilities and the professional activities of its employees as related to the conduct of school affairs.
2. To hire all employees and, subject to the provisions of the law, to determine their qualifications and the conditions for their continued employment, dismissal and to assign all such employees.
3. To delegate authority through recognized administrative channels for the development and organization of the means and methods of governance of the District according to current written District policy or as the same may from time to time be amended.
4. To determine work schedules, the hours of work and the duties, responsibilities and assignments of employees with respect thereto.

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the District, the adoption of policies, rules, regulations, procedures and practices in furtherance thereof, shall be limited by the specific and express terms of this Agreement.

ARTICLE 3 ASSOCIATION RIGHTS

A. The Board may place on the agenda for each regular Board meeting, under Closed Session, any matters brought to, but not limited to, personnel matters, grievances and issues relating to collective bargaining, brought to its attention by the Association, provided the subject matter is permitted under the Open Meetings Act to be discussed in closed session. An Association member may request to be present in closed session. The Association may request that other matters be placed on the agenda for each board meeting under New Business.

B. The President of the Association or the President's designee shall have access to an electronic copy of the agenda forty-eight (48) hours prior to regular board meetings and twenty-four (24) hours prior to special meetings.

C. An electronic copy of all Board minutes shall be available to the President of the Association within two days after they have been approved.

D. The Board may consult with the Association on any fiscal, budgetary or tax programs, construction programs, considered or proposed annexation, consolidation or revision of education policy. The Association may be given the opportunity to consult with the Board and to make recommendations with respect to these matters prior to adoption.

E. Upon request, the Board agrees to furnish within twenty-one (21) calendar days to the Association, all applicable information concerning the financial resources of the District and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of bargaining unit members and their clients, together with information which may be necessary for the Association to process any grievance or complaint.

F. Announcements of Association business which have no impact on the student body may be read over the intercom system before and/or after the student school day. Such announcements shall be made at the times regularly scheduled for announcements in each building and may also be placed in the daily school bulletin and on appropriate bulletin boards.

G. Upon Board approval of newly hired teachers, their names, addresses, primary telephone numbers, position (grade/subject) and placement on the salary schedule, shall be provided to the Association within fourteen (14) calendar days of their employment. In the case of a change in position, step, degree, or additional stipend for extra responsibilities during the school year, the Association will be notified of the changes within seven (7) work days of said change.

H. Within fourteen (14) calendar days of ratification of the Agreement, the Board shall provide the Association with one (1) print-ready copy and one (1) unrestricted digital copy of the ratified Agreement prepared in a manner acceptable to both parties.

I. The rights granted herein to the Association shall not be granted or extended to any competing teacher organization.

J. The Association and the Board recognize the importance of communication in maintaining good relationships and agree to meet as the need arises for the purpose of discussing problems. Said meetings shall be held with reasonable written notice stating the item or items to be discussed at such meetings. At said meetings, the Board will discuss with the Association any anticipated changes in the Board's policy or procedures, including educational policies and will consider the Association's views in formulating its decisions.

1. The Board shall notify the Association of the three-(3) members chosen to attend such meetings.
2. The Association will designate not more than three (3) representatives to attend said meetings and will notify the Board's representatives in writing of their selection.

K. The Association and its representatives shall have the right to use school buildings for Association meetings upon scheduling with the Building Principal or Superintendent.

L. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property before school, after school, or during teacher's duty-free time.

M. The Association shall have the right to use school facilities and equipment not to interfere with school business with the limitations agreed to by the Sandridge Education Association President and Superintendent.

N. The Association shall have the right to post notices of activities and matters of Association concern on designated bulletin boards, at least one of which shall be provided in the school building. The Association may use the employee mailboxes for communication to bargaining unit members.

O. In the event that the Association desires to send representatives to local, state, or national conferences, or to have members released from duties to conduct Association business with the approval of the Association President, such representatives may be excused when the conference or Association business occurs on a school workday. Such absences shall require prior Superintendent approval. Upon receipt of an invoice from the district office. The District Office will be reimbursed by the Sandridge Educational Association for the cost of substitute teacher.

Total leave in a school year for such Association purposes shall not exceed a total of four (4) days. No more than two (2) individuals may utilize Association Leave on the same day. Written request for such leave shall be submitted to the Superintendent at least ten (10) working days in advance and shall identify the employee(s) who will be utilizing such leave. There will be no loss of any sick, personal, or bereavement day for Association leave days.

P. The Association will be given the opportunity to consult with the Administration and/or Board to review and make recommendations for the school calendar.

ARTICLE 4 EMPLOYEE RIGHTS

A. A bargaining unit member shall, upon request, have present a representative of the Association during any meeting with the administration or school board which may lead to disciplinary action. When a request for such representation is made, no action shall be taken with respect to the bargaining unit member until such representative of the Association is present. Should disciplinary action likely occur as a result of a given meeting, the bargaining unit member shall be advised immediately of said possibility and be advised of the right to representation under this provision of the Agreement.

B. No bargaining unit member shall be disciplined, including but not limited to warnings, reprimands, or suspensions, without just cause. The specific grounds forming the basis for disciplinary action will be made available to the bargaining unit member and the Association in writing within two (2) work days of the disciplinary action.

C. All employees shall be given tentative written notice of their class and/or subject

assignments and room assignments for the forthcoming school year not later than two weeks before the last workday of the school year. Any changes in the tentative schedule will be communicated via email as soon as possible to the teacher(s) affected. A copy shall be sent to the Association President.

D. If a teacher is assigned students in a split-grade class, the Board, Administration, teacher and Association representative will review the situation and make recommendations.

The Board and Administration will strive to maintain a class size not to exceed thirty (30) students in any class except music and physical education where it will not exceed 38 students unless a teacher assistant is assigned. If this is not feasible, Administration, teacher and Association representative will review the situation and make recommendations to the Board.

E. Teachers may be reimbursed for the purchase of instructional/classroom supplies and materials up to \$250.00. Original receipts, including date of and items purchased must be provided prior to reimbursement. Those teachers, who provide their appropriate receipts by the end of the first semester, will be reimbursed within 20 days after the end of the first semester. All other receipts must be submitted by April 1 to be reimbursed by the end of the second semester. Any special requests for materials must be submitted to administration for consideration in writing.

F. On the first teacher attendance day of the school year each teacher will be provided a "Statement of Account."

The account statement shall include the Teacher's name, address, phone number, years of service in the district, current step, salary, number of checks per year, amount of each check, current personal days, current sick days, carryover sick days and the total sick days available.

G. Teachers have a right to privacy. Teacher's first initial and last name only shall be used on such documents as student handbook, staff handbook, all district websites, any district or administrative mobile or computer-based applications, programs, data bases, search results from queries and forms (including those contracted to third parties to design, host or administer), any mobile or computer-based applications, programs, data bases, search results from queries and forms, that teachers must use as part of their assigned contractual duties (including those contracted to third parties to design, host or administer), e-mail directory, website directory, voice mail directory, report cards, and all print and digital documents for public or third party consumption. Staff telephone numbers on telephones provided by the District, shall be available to parents and shall include only the teacher's first initial and last name. Staff addresses and any identifying information shall not be made public or be made available to third parties without a teacher's consent. Social security numbers shall not be used as identification under any circumstances.

ARTICLE 5 GRIEVANCE PROCEDURE

Section 5.1 Definitions

A grievance shall be:

1. Any claim by the Association or any Employee that there has been a

violation, misinterpretation or misapplication of terms of this Agreement.

2. All time limits consist of school days; except that, in the case of the summer months, time limits shall consist of all weekdays excluding legal holidays.

Section 5.2 Procedures

The parties hereto acknowledge that the proper chain of command will be followed when trying to resolve problems through free and informal communications. Free and informal communication may be verbal or written communication. When requested by the employee, an Association representative may accompany the employee to assist in the informal resolution of the problem. If, however, the informal process fails to satisfy the employee or the Association, a grievance may be processed as follows:

Step I. The employee or the Association will present the grievance in writing and file it with the Principal within ten (10) days from the time that the employee or the Association could reasonably be expected to have become aware of the occurrence of the event. The grievance shall contain a statement of facts, circumstance, and a suggested remedy. The Principal will meet with the grievant within ten (10) days after receipt of the grievance. The Principal will provide a written response following the meeting within ten (10) days.

Step II. The employee or the Association may appeal to the Superintendent in writing within ten (10) days after receiving the decision of the Principal. A copy of the appeal shall be furnished to the Principal by the employee or the Association. A meeting will take place within ten (10) days after receipt of the appeal. The Association's representative, the grievant and the Superintendent shall be present at the meeting. Within ten (10) days of the meeting, the grievant and the Association will be provided with the Superintendent's written response including the reason for the decision.

Step III. If the grievance is not resolved at Step II, then the grievant or the Association may refer the grievance to the Board of Education within ten (10) days after receipt of the Step II answer. The Board will arrange with the Association representative and the grievant for a meeting to take place within ten (10) days of receipt of the unresolved grievance. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary. Within ten (10) days of the meeting, the Association and the grievant will be provided with the Board's written response, including the reason for the decision.

Step IV. If the Association is not satisfied with the disposition of the grievance at Step III, the Association may submit the grievance to final and binding arbitration. An arbitrator shall be selected by mutual agreement of the parties.

If no arbitrator is selected within thirty (30) days of the notice of demand to arbitrate, the parties shall select an arbitrator through the American Arbitration Association (AAA), which shall act as the Administrator of proceedings. If a demand for arbitration is not filed within thirty (30) days of the date for the Step III answer, then the grievance shall be deemed withdrawn.

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

- b. The arbitrator shall have no power to alter the terms of the Agreement.
- c. Both parties agree to make a good faith effort attempt to arrive at a joint statement of facts and issues to be submitted to the arbitrator. The District and the Association shall have the right to require the presence of witnesses and documents with each party bearing their own expense. The expenses and fees of arbitration and the cost of the hearing room shall be shared equally between the District and the Association. Cost of arbitration shall include the arbitrator's fees and transcription costs, and room costs.

Section 5.3 Bypass

If the Association and the Superintendent agree, any Step of the grievance procedure may be bypassed and the grievance brought directly to the next step.

Section 5.4 Bypass to Arbitration

If the Board of Education and the Association agree, a grievance may be submitted directly to arbitration.

Section 5.5 Association Participation-Employee Represented

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

Section 5.6 Association Participation-Employee Not Represented

When an employee is not represented by the Association, the Association shall reserve the right to have its representative present to state its views at any stage of the grievance procedure.

Section 5.7 Board-Administration Cooperation

The Board and the Administration shall cooperate with the Association in the investigation of any grievance.

Section 5.8 No-Reprisals-Clause

No reprisals shall be taken by the Board or Administration against any employee because of the employee's participation in a grievance.

Section 5.9 Release Time

Should the investigation or processing of any grievance require that any employee, if not dismissed, or an Association representative be released from their regular assignment, the employee or Association representative shall be released without loss of pay or benefits.

Section 5.10 Filing of Materials

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

Section 5.11 Grievance Withdrawal

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

Section 5.12 No Written Response

If no written decision has been rendered within the time limits indicated by a Step, then the grievance may be processed to the next step.

ARTICLE 6 VACANCIES

The Superintendent will have posted in the building and will send to the Association, a notice of all teaching vacancies as they occur or as they are anticipated. Such notice will be accompanied by a job description and a statement of minimum qualifications and salary range. No teaching vacancy will be filled permanently until such vacancy will have been posted for at least five (5) days. Internal applications for such teaching vacancy must be received by the Administration within five (5) days after the posting. Temporary appointments will not extend beyond the school year in which they are made. During the summer, notice of vacancies will be emailed to the Association President and emailed to teachers. The Superintendent will post all teaching vacancies on the District website and the ISBE (Illinois State Board of Education) website, which is linked to IASA (Illinois Association of School Administrators) online: Illinois Education Job Bank.

ARTICLE 7 WORK DAY / WORK YEAR

A. For the 2019-2020, 2020-2021 and 2021-2022 school years, the school calendar shall consist of one hundred eighty-six (186) days of which one hundred seventy-six (176) will be student attendance days and five (5) will be institute days, one of which may become a teaching day. The teacher work year will consist of one hundred eighty-one (181) teacher attendance days. For the 2022-2023 school year, the school calendar shall consist of one hundred eighty-seven (187) days of which one hundred seventy-six (176) will be student attendance days and six (6) will be institute days, one of which may become a teaching day. The teacher work year will consist of one hundred eighty-two (182) teacher attendance days.

Unused emergency days shall not become workdays for teachers.

B. The workday for teachers shall not be less than six and three-quarter (6 3/4) hours and not more than seven (7) hours. The student day shall be not less than six and one quarter (6 1/4) hours and not more than six and one-half (6 1/2) hours. The teachers will report fifteen (15) minutes prior to the start of the student day and will remain fifteen (15) minutes after the dismissal of the students at the end of the day.

C. All bargaining unit members shall be entitled to a 30-minute duty-free, uninterrupted lunch period as required in Illinois School Code 105 ILCS 5/24-9 during the work day.

D. At the discretion of the Superintendent and with a two (2) week notice, teachers may

be required to attend no more than three (3) evening functions (not including teacher parent conferences and open house) during each school year. No function shall exceed two (2) hours and fifteen minutes in length.

E. Each teacher shall have a minimum of two hundred forty (240) minutes per week of scheduled planning time exclusive of the duty-free lunch period. Each planning period will be a minimum of 30 minutes and each Teacher will have a minimum of one plan period each day. Planning time shall be used for any work related activities that do not involve direct instructional time.

F. The Administration may have nine (9) teacher meetings each year to be scheduled, with two (2) weeks' notice, at the school, without added compensation. All teachers will be required to attend these meetings. Meetings will be limited to the durations as specified below with the time of the meeting to begin fifteen (15) minutes after the student dismissal.

School Year	Number of 45 Minute Meetings	Number of 60 Minute Meetings
2019-2020	4	5
2020-2021	3	6
2021-2022	2	7
2022-2023	2	7

The teacher meetings will only be held on days of student attendance. The agenda will include topics from both administration and teachers; however, the administration's topics will be discussed first.

G. In the event a special program occurs the teacher responsible for the students during this time will be in attendance to monitor the class during the event.

H. A joint committee of Association appointed members along with District administration shall meet to make recommendations to the Superintendent on the training needs of the staff and events for each school year.

- I. It is desirable that all staff dress appropriately. This includes:
- * No plastic flip flops, crocs, pajamas, ripped or torn clothes.
 - * Blue jeans may be worn on the last day of the work week, student dress down days, or special events.
 - * Sleeveless tops must have straps two inches or more in width.
 - * Skirts, shorts, and dresses will be fingertip length.
 - * Sweats are for PE teachers only.

Discipline is addressed in Article IV Section B

ARTICLE 8 REDUCTION IN FORCE, NON-RENEWALS AND/OR DISMISSALS

Section 8.1 Notice to Association

When the Board decides it is necessary to reduce the number of employees in the District because of decreased enrollment, lack of funds, or other reasons, the Association will be informed on such reduction-in-staff, non-renewals, and/or dismissals by notice provided to the Association President by position, five (5) calendar days in advance of any public announcement. The reduction in force shall be pursuant to the applicable provisions of the School Code.

The Senate Bill 7 Joint Committee, as defined within Section 24-12 of the Illinois School Code, shall meet annually. The Senate Bill 7 Joint Committee shall be composed of equal representation with half of the membership representing the Board, and half representing SEA. The appointments shall be made by October 1 of each school year, with the appointees serving from October 1 through the conclusion of the school year. The joint committee shall be in charge with addressing the matters set forth in 105 ILCS 5/24-12c, paragraphs (1) through (5), as hereafter amended.

Prior to seventy-five (75) calendar days before the end of the school year, the superintendent shall consult with the SEA president and review a draft of the sequence of honorable dismissal list required by section 24-12(b) of the Illinois School Code. The superintendent shall complete the list and provide the SEA president with a copy no later than seventy-five (75) calendar days before the end of the school term. Thereafter, the superintendent shall promptly inform the SEA president of any changes in the list made between the time of consultation with the SEA president and any layoff action taken by the Board, but in any event by no later than forty-five (45) calendar days before the end of the school term. In addition to the sequence of honorable dismissal list, the Board will provide the SEA with a seniority list at least (45) calendar days before the end of the school term.

Section 8.2 Reduction

In the event a reduction-in-force is to include the reduction of tenured teachers, the reduction in force shall be pursuant to the applicable provisions of the School Code.

1. Reduction

The employees who are subject to removal shall receive notice by certified return receipt requested mail at least forty-five (45) days before the end of the school term together with a statement of honorable dismissal.

2. Seniority

- A. "Seniority" shall be defined as the length of a teacher's continuous service within the District. Said service shall be computed from the first day of current, uninterrupted employment within the District. The "first days" shall be defined as the day upon which duties are first performed.

- B. Seniority will not be interrupted due to approved leave of absence; however, seniority shall not continue to accrue for leaves of absence of more than one-hundred twenty (120) consecutive days.
- C. Reduction in force will comply with SB7.

Section 8.3 Recall

If the Board, within twelve (12) calendar months from the opening date of the following school term increases the number of employees, reinstates the positions discontinued, or if vacancies occur, the positions thereby becoming available shall be tendered to the employees pursuant to the applicable provisions of the School Code.

Section 8.4 Recall Notice

- A. The Board shall notify a teacher being recalled of that fact by email marked receipt confirmation sent to the email address on file with the Board.
- B. An employee's failure to respond affirmatively by email marked receipt confirmation within fifteen (15) calendar days after receipt of the Board's email shall result in the termination of the employee's rights of recall thereafter.

Section 8.5 Tenure

If a tenured teacher is rified, he or she will receive full tenure upon being rehired.

ARTICLE 9 LEAVES

Section 9.1 Sick Leave

Both the District and the Association agree that sick leave is not to be abused by the employees. The District may require an employee to submit a note from a certified physician for any absence directly preceding or directly following scheduled vacation time or designated school holidays. When an employee uses three (3) consecutive sick days, the employee may be asked to furnish a physician's note as outlined in Illinois School Code 5/24-6, upon the first day returning to work. Such note shall indicate in lay person's terms the nature of the illness.

A. At the beginning of each school year, each employee shall be credited with fourteen (14) days of leave, the unused portion of which shall accumulate from year to year to a maximum of three-hundred and forty (340) days. The leave may be used by a teacher for the reasons listed in the School Code. Each teacher is permitted two (2) days-personal leave each school year. Unused personal business days shall accumulate as sick days from one year to the next. Personal leave must be submitted in writing at least one week in advance. Extenuating circumstances will be considered in the event of less than one-week notification. The administration reserves the right to deny any personal leave requests. All attempts will be made to honor personal leave requests.

B. The employer shall furnish each employee with a written statement at the beginning of each employee work year setting forth the total sick leave credit. Before the last day of each employee work year, the employer shall furnish each employee with a written statement listing the number of sick days as of the start of the year, the dates of days used, the reason for absence, and the number of remaining days to be carried over to the next school year.

C. Absence due to injury incurred in the course of employment shall not be charged against the teacher's sick leave days, provided that the employee complies with all rules and regulations of the Illinois Workers Compensation Commission for the duration of such absence.

- Sick leave of less than three and a half (3 1/2) hours shall constitute a half day of sick leave, while leaves of three and half (3 1/2) hours or more shall constitute a full sick day.

Section 9.2 Jury Duty Leave

When an employee is called for jury duty and serves, he/she shall receive his/her regular salary. The amount of compensation paid by the governmental unit is retained by the employee and does not affect the salary paid by the School District. The time the teacher is absent is not counted as part of personal or sick leave.

Section 9.3 Bereavement Leave

A teacher shall be allowed up to five (5) days leave with no deduction from salary or sick leave upon the death of an "immediate family" member as defined by the Illinois School Code 105 ILCS 24-6.

Section 9.4 Maternity/Paternity Leave

A. Maternity/paternity leave from the District, without pay, may be granted by the Board of Education to any teacher who has attained contractual continued status as defined by the School Code of Illinois. All such requests shall be accompanied by a certificate of pregnancy signed by a licensed physician; said certificate shall include the expected date of delivery. Application for such leave shall be made in writing by the end of the fourth (4) month of pregnancy and shall include when leave will commence and end as agreed upon by the teacher's physician, the teacher and the Superintendent.

B. Unpaid leave may be granted for the balance of the school year, in which the request is made and one (1) additional school year. The teacher shall advise the Superintendent in writing before March 1 of the calendar year, in which the leave ends, that she/he intends to return to employment. Failure to so inform will be interpreted as a resignation from employment.

C. A teacher returning from maternity/paternity leave will be returned to a position for which he/she is qualified. Upon expiration of such leave, the female employee shall provide the Board before resumption of duties, a certificate of physical fitness based upon a complete physical examination given by a licensed physician. Upon resuming duties following maternity/paternity leave, the teacher shall be placed on the salary schedule at a step not lower than to which he/she was entitled at the time the leave was granted. If the teacher taught one-hundred twenty (120) or more days in the school year before the onset of his/her leave, he/she shall advance one (1) step on the schedule upon return from leave.

D. The teacher may, if desired, use any or all days he/she has attained in personal and sick days for this leave. The teacher will return to work when released in writing by her/his physician.

Section 9.5 Sabbatical Leave

Sabbatical leave will be considered by the Board for any teacher in the system after six (6) continuous years of service in District #172 (according to 24-6.1 of the School Code).

Section 9.6 Leave of Absence

A leave of absence may be granted upon recommendation of the Superintendent and approval of the Board.

Upon resuming duties following a sabbatical or leave of absence, the teacher shall be placed on the salary schedule at a step not lower than that to which he/she was entitled at the time the leave was granted. If the teacher taught one-hundred twenty (120) or more days in the school year before the onset of said leave, he/she shall advance one (1) step on the salary schedule upon return from the leave.

Section 9.7 Teacher Attendance at Professional Conferences

Teachers will be given opportunities to earn twenty-five (25) CPDUs each year by attending conferences, seminars, workshops and conventions based on funding and available classroom coverage, subject to prior approval by the Superintendent. The District will reimburse registration fees only upon proof of completion.

Section 9.8 Teacher Resignation

If a tenured teacher resigns, he or she will not receive full tenure upon being rehired.

Section 9.9 Family and Medical Leave

Employees of Sandridge District #172 are entitled to leave according to the terms of the Family and Medical Leave Act (P.L. 103-3). It is not the intent of the parties to in any way limit, diminish, or reduce guarantees or privileges provided by the Family and Medical Leave Act.

For the purposes of this section, fiscal year of July 1 to June 30 shall be used to determine eligibility. Requests for unpaid leave under FMLA shall be designated as such by the employee in his/her request for leave. The Board addresses such requests within the boundaries provided in the Family and Medical Leave Act and rules and regulations as declared by the United States Department of Labor.

Employees may but shall not be required to substitute paid sick and/or personal leave days for any period of a leave taken under the FMLA.

Eligible employees shall be granted leave during any year for one or more of the following reasons:

1. The birth of a child;

2. the adoption of a child or the placement of a foster child;
3. to care for a spouse, son, daughter, or parent who has serious health conditions; and
4. a serious health condition that makes the employee unable to perform his/her job.

For the purpose of FMLA, "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves inpatient care, or a condition that requires absence from work with continuing treatment by a health care provider.

The Board shall maintain medical care coverage for the duration of the Family and Medical Leave at the same level and under the same conditions that existed at the time of the commencement of the leave. The maximum amount of FMLA leave, paid and unpaid combined, in any fiscal year shall be (12) twelve weeks.

Repealer

In the event the Family and Medical Leave Act is repealed, then this Article shall, as of the date of repeal, no longer be in force and effect.

ARTICLE 10 COMPENSATION AND PAYROLL PROCEDURES

Section 10.1 Placement on the Salary Schedule

- A. Each teacher may be placed on the salary schedule at the step, which represents his/her years of experience in the District and all years of previous teaching experience to a maximum of five (5) years at the discretion of the School Board. Credit for previous experience awarded to a newly hired teacher shall be limited to those years in which the teacher taught in an area in which he/she had a valid teaching certificate.
- B. Teachers shall be placed in the lane, which corresponds to their education at the beginning of the school year. Salary adjustments due to lane changes will be made at the beginning of each school year provided the District has received transcripts evidencing attainment of a Master's Degree.
- C. A teacher hired for the number of hours equivalent to one-hundred twenty (120) or more full days in any given school year shall receive a full year's credit for service that year and be placed on the next year's salary step.
- D. Part-time teachers shall advance annually to the appropriate salary/seniority position as do full time teachers. Their salaries are to be computed at a rate in proportion to the time spent teaching.

Section 10.2 Payroll Dates

Teachers shall be paid twice each month on a ten (10) or *twelve* (12) month basis. Pay dates shall be the fifteenth (15th) and the thirtieth 30th day of each month except for February when it will be the last day of the month. Not less than one (1) month before the beginning of each school year, each teacher shall notify the Superintendent of his/her choice of either

the ten (10) or twelve (12) month pay schedule.

Section 10.3 Payroll Deductions

Upon written request of the teacher, payroll deductions shall be made for annuities, insurance and/or savings bonds.

Section 10.4 Wages

The 2019-2020, 2020-2021, 2021-2022, and 2022-2023 salary schedules are set forth in Appendix A

Section 10.5 EXTRA DUTY COMPENSATION

The extra-duty compensation schedule is set forth in Appendix B and incorporated herein.

Section 10.6 Summer/Special Programs

- A. Participation in these programs shall be voluntary.
- B. All positions in these programs shall be published annually by June 1. Preference shall be given to present, properly certified, qualified Sandridge employees before employees outside of the bargaining unit or non-employees are hired. If an employee outside of the bargaining unit or a non-employee is hired instead of a bargaining unit member, the bargaining unit member and the Association shall be given an explanation for the hiring decision.

Section 10.7 Association Dues

The Board shall deduct from the pay of each teacher the membership dues of the Association, provided that at the time of such deduction there is in the possession of the Board a written authorization form for dues deduction, executed by each teacher, which shall indicate the amount of dues to be deducted. Authorization forms shall be furnished by the Association.

- A. The amount to be deducted shall be *divided* into twenty (20) pay checks starting fifteen (15) days after the dues information is submitted by the Association to the Board and will continue for the duration of the twenty (20) paychecks.
- B. Deductions for teachers employed after the commencement of the school term will be so pro-rated as to complete payments by June 30 of the current year.
- C. With respect to all sums deducted, the Board agrees to remit promptly to the treasurer of the Association that portion allocated to the Association.
- D. Anything in this Article to the contrary, notwithstanding, the amount of dues to be deducted from any one teacher shall not vary from one paycheck to another paycheck.
- E. The Association will provide a list of all members to the business office no later than September 5 of each school year.
- F. Within 10 school days of written notification of all new hires, the Association will provide the District with the proper membership information for dues deduction.

ARTICLE 11 BENEFITS

Section 11.1 Tuition Reimbursement

A. Tenured Teachers

The Board will reimburse tuition for tenured teachers who attend graduate study or seminars that are pre-approved in writing by the Superintendent, at a rate not to exceed three hundred dollars (\$300.00) per credit hour for a staff member who earns a grade of A, and two hundred (\$200.00) for a staff member who earns a grade of B, and not to exceed thirty (30) credit hours per teacher every two (2) years.

Tuition reimbursement for tenured teachers will be paid thirty (30) days following the receipt of an official transcript with a grade of B or better and a receipt for the paid tuition.

B. Non-Tenured Teachers

The Board will reimburse tuition for non-tenured teachers who attend graduate study or seminars that are pre-approved in writing by the Superintendent, at a rate not to exceed three hundred dollars (\$300.00) per credit hour for a staff member who earns a grade of A, and two hundred (\$200.00) for a staff member who earns a grade of B, and not to exceed twelve (12) credit hours per teacher every two (2) years.

Tuition reimbursement for non-tenured teachers will be paid thirty (30) days following the receipt of an official transcript with a grade of B or better and a receipt for the paid tuition.

Section 11.2 Health Insurance

The employer shall pay 91% of an individual coverage, 61% employee and children, 46% of employee and spouse, and 36% family HMO or PPO coverage.

These insurance contributions are for each coverage selected. Contributions to coverage selections other than individual represent the entire contribution from the Board and are not in addition to the single coverage contribution.

The Board and association will establish a joint insurance committee to review options to contain or reduce the cost of health insurance coverage. The committee will be composed of an equal number of representatives from each employee group (teachers, educational support personnel, and administrators). The association president will name the teacher representatives. The association president and superintendent will collaborate to name the education support personnel representatives.

The superintendent and association president or designee will co-chair the committee and be responsible for scheduling meetings and preparing necessary documentation. The committee will meet at least once per school year. Committee minutes will be maintained and distributed as deemed necessary.

The committee will have access to all relevant insurance information as allowed by law. The committee may also utilize individuals, outside of committee members, as resources in completing committee work.

Committee recommendations will be made to the Board and association leadership for review and consideration as necessary. These recommendations may be used by the relevant negotiating teams in future collective bargaining.

Section 11.3 Retirement Bonus

To recognize the contributions of those employees who have provided long and effective service to the youth of the District, during the two (2) years preceding retirement, the Board agrees to the following retirement bonus.

A. Eligibility

1. At the time of retirement, complete at least twenty (20) years of teaching service in the employment of District 172.
2. Attain TRS eligibility upon the effective date of retirement or within six (6) months after the last day of service with District 172.
3. Maintain performance evaluation ratings of Proficient/Satisfactory or Excellent during the previous two years prior to notice to retire.

B. The teacher's notification of intent to retire shall be stated in writing and if approved, they shall have one (1) week to submit a letter of resignation. In the event a teacher who has elected to participate in this program experiences unforeseen circumstances which cause the teacher to wish not to retire as planned, the teacher may request that approval of his/her pending retirement be rescinded by the Board. The Board may, but is not required to, approve such a request. In the event the Board does so approve, and in the event the teacher has already begun to receive payments, all retirement monies paid to the teacher shall be repaid by the teacher no later than the end of the school year.

C. The employer agrees to pay a salary increase in the last two years of teaching to three (3) teachers who apply for said bonus by February 1st of each year as a retirement bonus. Said amount shall equal 6% of reported TRS earnings each year. If more than three (3) teachers apply, District seniority will govern with additional applicants considered. No more than three (3) shall be approved in any given year.

ARTICLE 12 NEGOTIATION PROCEDURES

- A. The parties will commence bargaining for a successor Agreement as per the Illinois Educational Labor Relations Act and its Rules and Regulations, but in no case, later than April 1 of the final year of the Agreement unless a recognition petition is pending.
- B. It is agreed that after forty-five (45) days prior to the opening of school; the parties will jointly request the Federal Mediation and Conciliation Services (FMCS) if either party to this Agreement declares an impasse exists. Should FMCS be unavailable, the parties will immediately commence discussions as to a replacement.
- C. Any alleged violation of this Article may be challenged by either an unfair labor practice charge or a grievance, but not both.

ARTICLE 13 DURATION AND RELATED TECHNICAL CLAUSES

Section 13.1 Effect of Agreement

The provisions of this Agreement shall constitute a binding obligation of the parties for the duration hereof or until changed by written, mutual consent. The parties agree that their undertakings in this Agreement are mutual. Any previously adopted policy, rule or regulation of the parties, which is in conflict with a provision of the Agreement, shall be superseded and replaced by this Agreement.

Section 13.2 Separability

If any provision of this Agreement or any application of this Agreement to any bargaining unit member or to any group of bargaining unit members is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.

Section 13.3 Non-Discrimination

The Board and the Association agree that in the application of this Agreement and all practices, procedures and policies of the Board, there shall be no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.

Section 13.4 Individual Contracts

Any individual contract between the Board and an individual bargaining unit member heretofore and hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

Section 13.5 Strikes/Lock-out

The Association or any employees covered by this agreement, agrees that they will not, during the period of this Agreement, directly or indirectly, engage in or assist in a strike or walkout.

The Board agrees to not lock-out its teachers during the effective duration of this Agreement.

Section 13.6 Duration of Agreement

This Agreement shall be effective as of September 1, 2019 and shall continue in effect until the August 31, 2023. This Agreement shall expire at such expiration date unless it is extended for a specific period or periods by mutual written agreement of the parties or is replaced by a successor Agreement.

This contract will be consistent with State and Federal mandates.

ARTICLE 14 ENTIRE AGREEMENT

This Agreement constitutes the complete and entire agreement between parties and concludes collective bargaining between the parties.

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

For the Sandridge Education Association,
IEA-NEA

Salma K Coxson
President

Secretary

For the Board of Education,
School District #172

Regis A. Sims
President

Heidi Rogaw protem
Secretary

APPENDIX A
SALARY COMPENSATION

2019-2020 1.5% +1 Step

2020-2021 1.5%+1 Step

YEAR	BA	MA	YEAR	BA	MA
1	42,734.55	45,436.48	1	43,375.56	46,118.02
2	43,766.80	46,467.72	2	44,423.30	47,164.73
3	44,798.04	47,497.94	3	45,470.01	48,210.41
4	45,829.28	48,528.17	4	46,516.72	49,256.09
5	46,860.52	49,558.39	5	47,563.43	50,301.77
6	48,431.74	51,128.60	6	49,158.22	51,895.52
7	49,462.98	52,159.84	7	50,204.92	52,942.23
8	50,494.22	53,189.05	8	51,251.63	53,986.88
9	51,526.48	54,221.30	9	52,299.37	55,034.62
10	52,557.72	55,250.51	10	53,346.08	56,079.27
11	54,128.94	56,821.73	11	54,940.87	57,674.06
12	55,161.19	57,851.96	12	55,988.61	58,719.73
13	56,193.45	58,882.18	13	57,036.35	59,765.41
14	57,223.67	59,912.41	14	58,082.03	60,811.09
15	58,255.93	60,943.65	15	59,129.76	61,857.80
16	59,875.86	62,562.57	16	60,774.00	63,501.01
17	60,955.83	63,641.52	17	61,870.16	64,596.14
18	62,035.79	64,720.46	18	62,966.32	65,691.27
19	63,116.76	65,799.41	19	64,063.51	66,786.40
20	64,216.01	66,879.37	20	65,179.25	67,882.56
21	65,600.47	68,281.08	21	66,584.47	69,305.30
22	66,680.43	69,361.04	22	67,680.63	70,401.46
23	67,760.39	70,439.99	23	68,776.79	71,496.58
24	68,841.36	71,518.93	24	69,873.98	72,591.71
25	69,921.32	72,597.88	25	70,970.14	73,686.84
26	71,001.28	73,676.82	26	72,066.30	74,781.97
27	72,081.24	74,755.77	27	73,162.46	75,877.10
28	73,161.20	75,835.73	28	74,258.62	76,973.26
29	74,241.16	76,913.66	29	75,354.78	78,067.36
30	75,321.12	77,993.62	30	76,450.94	79,163.52
31	76,401.08	79,072.56	31	77,547.10	80,258.65
32	77,482.06	80,151.51	32	78,644.29	81,353.78
33	78,562.02	81,230.45	33	79,740.45	82,448.91
34	79,641.98	82,310.41	34	80,836.60	83,545.07
35	80,721.94	83,389.36	35	81,932.76	84,640.20
36	81,801.90	84,468.30	36	83,028.92	85,735.32
37	82,896.07	85,561.46	37	84,139.51	86,844.88
38	84,004.45	86,668.82	38	85,264.51	87,968.85

APPENDIX A
SALARY COMPENSATION

2021-2022 1.5%+1 Step

2022-2023 1.5%+1 Step

YEAR	BA	MA	YEAR	BA	MA
1	44,026.20	46,809.79	1	44,686.59	47,511.94
2	45,089.65	47,872.20	2	45,766.00	48,590.28
3	46,152.06	48,933.57	3	46,844.34	49,667.57
4	47,214.47	49,994.93	4	47,922.69	50,744.85
5	48,276.88	51,056.29	5	49,001.03	51,822.14
6	49,895.59	52,673.96	6	50,644.02	53,464.07
7	50,958.00	53,736.37	7	51,722.37	54,542.41
8	52,020.41	54,796.68	8	52,800.71	55,618.63
9	53,083.86	55,860.14	9	53,880.12	56,698.04
10	54,146.27	56,920.46	10	54,958.47	57,774.26
11	55,764.98	58,539.17	11	56,601.46	59,417.25
12	56,828.44	59,600.53	12	57,680.86	60,494.54
13	57,891.89	60,661.89	13	58,760.27	61,571.82
14	58,953.26	61,723.26	14	59,837.55	62,649.11
15	60,016.71	62,785.67	15	60,916.96	63,727.45
16	61,685.61	64,453.52	16	62,610.90	65,420.33
17	62,798.21	65,565.08	17	63,740.19	66,548.56
18	63,910.82	66,676.64	18	64,869.48	67,676.79
19	65,024.46	67,788.19	19	65,999.83	68,805.01
20	66,156.93	68,900.79	20	67,149.29	69,934.31
21	67,583.24	70,344.88	21	68,596.99	71,400.05
22	68,695.84	71,457.48	22	69,726.28	72,529.34
23	69,808.44	72,569.03	23	70,855.57	73,657.57
24	70,922.09	73,680.59	24	71,985.92	74,785.80
25	72,034.69	74,792.15	25	73,115.21	75,914.03
26	73,147.29	75,903.70	26	74,244.50	77,042.26
27	74,259.90	77,015.26	27	75,373.79	78,170.49
28	75,372.50	78,127.86	28	76,503.08	79,299.78
29	76,485.10	79,238.37	29	77,632.38	80,426.95
30	77,597.70	80,350.97	30	78,761.67	81,556.24
31	78,710.30	81,462.53	31	79,890.96	82,684.47
32	79,823.95	82,574.08	32	81,021.31	83,812.70
33	80,936.55	83,685.64	33	82,150.60	84,940.92
34	82,049.15	84,798.24	34	83,279.89	86,070.22
35	83,161.76	85,909.80	35	84,409.18	87,198.45
36	84,274.36	87,021.35	36	85,538.47	88,326.67
37	85,401.60	88,147.55	37	86,682.62	89,469.76
38	86,543.48	89,288.39	38	87,841.63	90,627.71

APPENDIX B
EXTRA-DUTY COMPENSATION

Art Club Stipend	\$600
One Person, Minimum of one art fair/year	
*Chorus Stipend (1 person, min. 2 performances/year)	\$1000
*Band Stipend (1 person, min. 2 performances/year)	\$1000
*Drama Stipend (1 person, min. 1 performance/year)	\$500
*Yearbook Stipend (limit 2 persons)	\$525/person
National Jr. Honor Society Sponsor	\$650
8th Grade Sponsor, (2 people} (Must be a 7th and/or 8th grade teacher)	\$650/person
*Athletic Coach	\$1200/sport
Student Council (2 people)	\$650/person
- Must be a 6 th , 7 th , and/or 8 th grade teacher (Needs to be two adults because of evening functions)	
*Extra Evenings,	\$35/hr
*Homebound Teaching	\$40/hr
Pre-approved Extra Duty Compensation	\$35/hr
Internal Substitute Teacher (During Plan Time)	\$35/hr
Mentoring	\$40/hr
- Maximum of 20 hours/year per person who has completed a state-approved mentoring program	
*Cheerleading Coach(1 person)	\$500
Athletic Director	\$1200

STARRED() ACTIVITIES may not be performed during the teacher's regular school day. All extra-duty ASSIGNMENTS shall be approved by the administration. The Administration will determine which activities will be offered each year and may set minimum participation requirements.*

All extra duties outlined in Appendix B will be offered to certified staff covered by this agreement first. If position(s) cannot be filled with bargaining unit staff, then the administration may fill the positions with other staff members.

APPENDIX C

TEACHER EVALUATION PLAN

INTRODUCTION

The Staff and Administration of Sandridge District #172 have developed this Evaluation Plan pursuant to provisions of the School Code in order to enhance the quality of education of children enrolled in the District, to encourage teachers to maintain excellence of performance, and to provide a basis for personnel decisions. Although decisions must be regularly made regarding tenure or retention of service, the primary emphasis of this Evaluation Plan is the improvement of instruction in the classroom.

The Evaluation Plan and instrument were developed through the cooperative efforts of the Administration and the members of the Sandridge Evaluation Committee.

It is also understood that the Teacher Evaluation Plan, Appendix C, Pages 27-32, may be revised during the school year if deemed necessary by the Teachers or the Superintendent / Principal. Proposed changes to the evaluation plan will be processed by the District's evaluation committee in accordance with law/regulations.

The following Components of the Teacher Evaluation Plan reflect the opinions of the Evaluation Committee of Sandridge School.

I. Coverage

This plan is adopted pursuant to Article 24A of the Illinois School Code. It shall apply to all teachers employed by School District #172 (hereinafter referred to as teachers).

II. Job Description

A. The specific duties and responsibilities of the Sandridge District #172 teacher will include the following he/she shall;

1. Develop and maintain a classroom environment conducive to learning within the limits of the resources provided by the school.
2. Prepare for classes assigned and show written evidence of preparation upon request in accordance with the philosophy of education and the instructional goals and objectives of the school.
3. Involve students in establishing and maintaining acceptable standards

of classroom behavior.

4. Make provisions for being available to students and parents for education-related purposes outside the instructional day, when required or requested to do so, under reasonable terms.
5. Work to establish and maintain open lines of communication with students and their parents, concerning both the broad academic and the behavioral progress of the assigned students.
6. Employ a variety of instructional techniques and instructional media, consistent with the physical limitations of the location provided and the needs and capabilities of the individuals or student groups involved.
7. Strive to implement, by instruction and action, the School Board's philosophy of education and instructional goals and objectives.
8. Evaluate student progress on a regular basis.
9. Meet and instruct assigned classes in the locations and at the times designated.
10. Take all necessary and reasonable precautions to protect students, equipment, materials and facilities.
11. Assist in upholding and enforcing school rules, Administrative

regulations and Board policy.

12. Cooperate with other members of the staff in planning instructional goals, objectives and methods.
13. Assist in the selection of books, equipment and other instructional materials.
14. Accept a share of responsibility for co-curricular activities as assigned.
15. Establish and maintain cooperative relations with others.
16. Provide for professional growth through an on-going program of reading, workshops, seminars, conferences and/or advanced course work at institutions of higher learning.

III. Definitions

A. Rating Scale Definitions

1. **Excellent** Demonstrates exceptional abilities in observed area.
2. **Proficient** Demonstrates competence in observed area.
3. **Needs Improvement** Demonstrates a need for improvement in observed area.
4. **Unsatisfactory** Demonstrates inability to perform at minimum acceptable level.

Comments will be made by the Administrator to explain ratings given per category on the evaluation instrument.

B. Certified School District Employees Refers to those professional employees of a School District who are required to hold a teaching, school service personnel, or Administrative Certificate issued in accordance with Article 21 of the School Code.

C. Consulting Teacher See Section 24A-5 of the School Code.

D. Evaluation Plan Refers to a formal, written evaluation process which includes procedures by which a School Board evaluates all certified personnel employed in a School District and which meets the requirements of Article 24A of the School Code.

E. Qualified Evaluator Refers to those professional employees who are qualified pursuant to Section 24A-3 of the School Code to conduct teacher evaluations. No bargaining unit member will be required to evaluate another bargaining unit member under the Evaluation Plan.

F. Substantive Change Refers to a modification either in the list of qualified evaluators who shall conduct required evaluations or in the procedures described in the Evaluation Plan.

IV. Regular Evaluation of Teachers

A. Frequency Tenured teachers shall be regularly evaluated at least once every two (2) years. An evaluation shall consist of at least two (2) visits as outlined in Section D of IV. Non-tenured teachers shall be evaluated at least twice each year. There shall be at least a thirty-(30) workday period between each evaluation unless otherwise requested by the teacher. Additional evaluations for teachers shall be scheduled as needed.

B. Evaluators Teacher evaluations shall be conducted by a qualified evaluator. The District Superintendent shall evaluate a staff member at the request of the Building Administrator or, in the event of an extended absence of the Building Administrator that would prevent teacher evaluations from being completed in compliance with the schedule set forth in this contract.

C. Pre-Conference Prior to any observations, a group preconference will be conducted by the evaluator. All staff members scheduled for observation must be in attendance. In addition, all first-year teachers will be scheduled for an individual pre-conference. Any other teacher who wishes an individual conference may schedule one.

D. Observation Where the teacher's position involves classroom duties, an evaluation shall include one (1) scheduled and one (1) or more unscheduled observations in the classroom of the teacher by the evaluator. At the time of the unscheduled observations, the teacher must be immediately notified of the purpose of the visit. Each observation must be recorded with typed or handwritten documentation. This information must be available to the teacher at the post observation conference and/or by request.

E. Form The formal evaluation shall be documented on the instrument developed pursuant to the provisions of the School Code. The completed evaluation instrument shall be presented to the teacher at the post observation conference. Following discussion of the evaluation, the evaluation form will be signed and dated by both the evaluator and the teacher. Signature by the teacher shall indicate that a conference was held, and the evaluation reviewed. It does not necessarily indicate concurrence. The teacher then has ten (10) school days to submit written rebuttal and/or comment. A copy of the evaluation shall be kept in the teacher's personnel file and another copy shall be provided to the teacher.

F. Time Periods Observations shall begin starting the first of October. The post observation conference shall be held within ten (10) days of the final unscheduled visit and prior to the last board meeting in March of that academic school year.

G. Confidentiality All teacher evaluations shall be kept confidential and their contents made known only to the teacher, Administrator, the Board and any individual authorized by law.

H. School Code Compliance The Board, in good faith cooperation with the SEA, shall develop a teacher evaluation program to comply with the provisions of the School Code of Illinois. Once approved, the evaluation program shall be incorporated into the Agreement and made a part hereof as Appendix C.

V. Needs Improvement/Professional Development Plan

- A. Within 30 school days after the completion of a summative evaluation rating a teacher as "Needs Improvement", the evaluator will develop, in consultation with the teacher, a Professional Development Plan ("PDP").
- B. The PDP will take into account the teacher's ongoing professional responsibilities and will identify supports that the District will provide to the teacher.
- C. The PDP will address the areas identified in the evaluation as needing improvement (including any areas identified as unsatisfactory.)
- D. The PDP will remain in effect for a minimum of 30 student attendance days but no more than 90 student attendance days.
- E. The teacher will receive an additional summative evaluation for only those areas identified in the PDP.

VI. Remediation

- A. If a teacher is rated "unsatisfactory" and the Board of Education deems the deficiencies to be remediable, the Superintendent and/or evaluator shall develop a remediation plan within thirty (30) school days which shall be designed to assist the teacher in correcting the deficiencies pursuant to the School Code. The plan shall identify the participating Administrator(s) and the plan shall be 90 student attendance days in duration.
- B. The consulting teacher shall be selected pursuant to the requirements of Section 24A of the School Code.
- C. The consulting teacher shall participate in the development or modification of the remediation plan and shall provide advice to the deficient teacher on how to complete the remediation plan. The consulting teacher shall not participate in evaluating the deficient teacher, and the final decision on any evaluation shall be solely that of the participating evaluator(s).
- D. The participating evaluator(s) shall, at a minimum, evaluate the deficient teacher at the midpoint and at the end of the remediation plan. If the teacher has attained a rating of "proficient" or better in the final remediation evaluation, he/she shall be reinstated to the regular evaluation schedule. If he/she fails to complete the remediation plan with a rating of "proficient" or better, he/she shall be dismissed in accordance with Section 24-12 of the School Code.

E. The provision herein for the remediation plan, which arises out of the regular evaluation process, shall not govern nor preclude other remediation plans that the Board may issue to teachers pursuant to Section 24-12 concerning causes for dismissal, which are considered remediable. Nothing herein shall prevent the dismissal of a teacher before the completion of the plan should the subject's deficiencies be determined to be incapable of remediation. Nothing herein shall preclude the Board from issuing a notice to remediate and imposing a remediation plan at any time regardless of prior evaluations, the existence of the remediation plan or the lack of either.

F. Nothing herein shall preclude the Board from dismissing a teacher at any time the cause is considered to be irremediable, regardless of prior evaluations the existence of any remediation plan, or lack of either.