AGREEMENT

BETWEEN THE

BOARD OF EDUCATION SANDRIDGE

SCHOOL DISTRICT #172

AND THE

SANDRIDGE EDUCATION ASSOCIATION
IEA- NEA

SEPTEMBER 1, 2016

THROUGH

AUGUST 31, 2019

3-YEAR CONTRACT

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ARTICLE I 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 II 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 III ASSOCIATION RIGHTS

A. The Board shall 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 be given 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 sent 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 fourteen (14) 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 seven (7) work 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 ten (10) 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 IV 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. Every attempt will be made to respect each teacher's right to privacy. Teacher's first initial and last name shall be used on such documents as student handbook, district website, voice mail directory, and SISK12 program (including report cards). Staff telephone numbers on telephones provided by the District, shall be available to parents. Staff addresses shall not be made public. Social security numbers shall not be used as identification under any circumstances.

ARTICLE V 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 of 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 VI 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. 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 VII WORK DAY / WORK YEAR

A. The school calendar shall consist of one hundred eighty five (185) days of which one hundred seventy six (176) will be student attendance days and four (4) will be institute days, one of which may become a teaching day. The teacher work year will consist of one hundred eighty (180) 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) during each school year, one of the three (3) of which will be open house. 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 forty-five (45) minutes with the time of the meeting to begin fifteen (15) minutes after the student dismissal. 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 VIII 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 5/24-12©, 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 riffed, he or she will receive full tenure upon being rehired.

ARTICLE IX 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.

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 shall pay to the employer the salary insurance received under the Illinois Workers Compensation Act for the duration of such absence.

D. 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 Personal Leave

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.

Section 9.3 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 9.4 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 9.5 Maternity/Paternity Leave

A. Maternity/paternity leave from the District, without pay, shall 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 9.6 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 9.7 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 9.8 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 pay for registration fees only.

Section 9.9 Teacher Resignation

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

Section 9.10 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:

a. The birth of a child;

b. the adoption of a child or the placement of a foster child;

c. to care for a spouse, son, daughter, or parent who has serious health conditions; and

d. 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 X 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 2016-2017 and 2017-2018 and 2018-2019 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.

Add: Section 10.6 Additional Compensation

A. Certified Staff

1. A certified staff member shall be paid one-time bonuses each year of the contract if the indicated percentage of students meet their individual target growth in reading and/or math as measured by NWEA MAP assessment (i.e. using fall and spring data for each school year). If the targets are attained school wide, such bonus(es) shall be paid by June 30 each year.

Year	Subject	Percentage of Students	Bonus
2016-2017	Reading	60%	$450
	Math	62%	$450
2017-2018	Reading	65%	$450
	Math	67%	$450
2018-2019	Reading	70%	$450
	Math	72%	$450

Section 10.7 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 10.8 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.

Section 10.9 Fair Share Agreement

Each bargaining unit member, as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this agreement, whichever is later, shall join the Association or pay a fair share fee to the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state, and national dues.

a. In the event that the bargaining unit member does not pay his/her fair share fee directly to the Association by a certain date as established by the Association, the Board shall deduct the fair share fee from the wages of the non-member.

b. Such fee shall be paid to the Association by the board no later than June 30th of the current school year.

c. The obligation to pay a fair share fee will not apply to any employee who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such employee is a member, objects to the payment of fair share fees to the entire fee, the Association will make payment on behalf of the employee to the mutually agreeable non-religious charitable organization as per Association policy and the rules and regulations of the Illinois Educational Labor Relations Board.

d. In the event of any legal action against the employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

    1. The employer gives immediate notice of such action in writing to the Association and permits the Association intervention as a party if it so desires, and

    2. The employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and all appellate levels.

e. The Association agrees that in any action so defended, it will indemnify and hold harmless the employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the employer's compliance with the article.

f. This Section 10.8 shall not apply to any bargaining unit member that was not a dues

paying member on or before August 1, 2013.

ARTICLE XI 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. 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 XII 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 XIII 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, 2016 and shall continue in effect until the August 31, 2019. 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 XIV 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

President

Secretary

For the Board of Education, School District #172

President

Secretary

APPENDIX A

SALARY COMPENSATION

2016-2017 - 2% + 1 Step			2017-18 - 1.5% + 1 Step			2018-19 - 1.25% + 1 Step		
Year	BA	MA	Year	BA	MA	Year	BA	MA
1	40,968	43,559	1	41,583	44,212	1	42,103	44,765
2	41,958	44,547	2	42,587	45,216	2	43,120	45,781
3	42,946	45,535	3	43,590	46,218	3	44,136	46,796
4	43,935	46,523	4	44,594	47,221	4	45,152	47,811
5	44,924	47,511	5	45,598	48,224	5	46,168	48,826
6	46,430	49,016	6	47,127	49,752	6	47,716	50,373
7	47,419	50,004	7	48,130	50,754	7	48,732	51,389
8	48,408	50,992	8	49,134	51,757	8	49,748	52,403
9	49,397	51,980	9	50,138	52,760	9	50,765	53,420
10	50,386	52,968	10	51,141	53,763	10	51,781	54,434
11	51,892	54,473	11	52,671	55,291	11	53,329	55,982
12	52,882	55,462	12	53,675	56,294	12	54,346	56,997
13	53,871	56,449	13	54,679	57,296	13	55,363	58,012
14	54,859	57,437	14	55,682	58,299	14	56,378	59,027
15	55,848	58,425	15	56,686	59,302	15	57,395	60,043
16	57,401	59,978	16	58,262	60,877	16	58,991	61,638
17	58,437	61,012	17	59,314	61,927	17	60,055	62,701
18	59,472	62,046	18	60,364	62,977	18	61,119	63,764
19	60,508	63,081	19	61,415	64,027	19	62,184	64,827
20	61,562	64,116	20	62,485	65,078	20	63,267	65,891
21	62,889	65,460	21	63,833	66,442	21	64,631	67,272
22	63,924	66,495	22	64,883	67,493	22	65,695	68,336
23	64,960	67,529	23	65,934	68,542	23	66,759	69,399
24	65,996	68,564	24	66,986	69,592	24	67,824	70,462
25	67,032	69,598	25	68,037	70,642	25	68,888	71,525
26	68,066	70,633	26	69,087	71,692	26	69,952	72,588
27	69,102	71,667	27	70,138	72,742	27	71,016	73,651
28	70,138	72,702	28	71,190	73,793	28	72,080	74,715
29	71,173	73,736	29	72,240	74,842	29	73,144	75,777
30	72,208	74,771	30	73,292	75,892	30	74,208	76,841

31	73,244	75,805	31	74,343	76,942	31	75,272	77,904
32	74,280	76,840	32	75,394	77,993	32	76,337	78,967
33	75,315	77,874	33	76,445	79,043	33	77,401	80,030
34	76,351	78,909	34	77,496	80,093	34	78,465	81,094
35	77,386	79,944	35	78,547	81,143	35	79,529	82,157
36	78,421	80,978	36	79,597	82,193	36	80,593	83,220
37	79,470	82,026	36	80,662	83,257	36	81,671	84,297
38	80,533	83,088	36	81,741	84,334	36	82,763	85,388

APPENDIX B

EXTRA-DUTY COMPENSATION

*Chorus Stipend (1 person, min. 2 performances/year)	$800
*Band Stipend (1 person, min. 2 performances/year)	$800
*Drama Stipend (1 person, min. 1 performance/year)	$500
*Yearbook Stipend (limit 2 persons)	$500/person
National Jr. Honor Society Sponsor	$600
8th Grade Sponsor, (2 people} *(Must be a 7th and/or 8th grade teacher)*	$650/person
*Athletic Coach	$1200
Student Council (2 people) *-Must be* a 6th, 7th, and/or 8th grade teacher *(Needs to be two adults because of evening functions)*	$600/person
*Extra Evenings,	$35/hr
*Homebound Teaching	$35/hr
Pre-approved Extra Duty Compensation	$35/hr
Mentoring *-Maximum of 20 hours/year per person who has completed a ~~state~~state-approved mentoring program*	$35/hr
*Cheerleading Coach (1person)	$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.

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.

Formal Observation Summary

Teacher _____ School Sandridge Elementary School Grade Level(s) _____

Subject(s) _____ Observer: _____ Date _____

Summary of the Lesson _____

Evidence of Teaching

Domain I: Planning and Preparation

Component	Unsatisfactory	Needs Improvement	Proficient	Excellent
1.a. Demonstrating Knowledge of Content and Pedagogy	The teacher's plans and practice display little knowledge of the content, prerequisite relationships between different aspects of the content, or the instructional practice specific to that discipline.	The teacher's plans and practice reflect some awareness of the important concepts in the discipline, prerequisite relationships between them, and instructional practices specific to that discipline.	The teacher's plans and practice reflect, solid knowledge of the content, prerequisite relationships between important concepts, and the instructional practices specific to that discipline	The teacher's plans and practice reflect extensive knowledge of the content and the structure of the discipline. The teacher actively builds on knowledge of prerequisites and misconceptions when describing instruction or seeking causes for student misunderstanding.
Evidence				

Component	Unsatisfactory	Needs Improvement	Proficient	Excellent
1.b. Demonstrating Knowledge of Students	The teacher demonstrates little or no knowledge of students' backgrounds, cultures, skills, language proficiency, interests, and special needs, and does not seek such understanding.	The teacher indicates the importance of understanding students' backgrounds, cultures, skills, language proficiency, interests, and special needs, and attains this knowledge for the class as a whole.	The teacher actively seeks knowledge of students' backgrounds, cultures, skills, language proficiency, interests, and special needs, and attains this knowledge for groups of students.	The teacher actively seeks knowledge of students' backgrounds, cultures, skills, language proficiency, interests, and special needs from a variety of sources, and attains this knowledge for individual students.
Evidence				

Component	Unsatisfactory	Needs Improvement	Proficient	Excellent
1.c. Setting Instructional Outcomes	Instructional outcomes are unsuitable for students, represent trivial or low-level learning, or are stated only as activities. They do not permit viable methods of assessment.	Instructional outcomes are of moderate rigor and are suitable for some students, but consist of a combination of activities and goals, some of which permit viable methods of assessment. They reflect more than one type of learning, but the teacher makes no attempt at coordination or integration.	Instructional outcomes are stated as goals reflecting high-level learning and curriculum standards. They are suitable for most students in the class, represent different types of learning, and can be assessed. The outcomes reflect opportunities for coordination.	Instructional outcomes are stated as goals that can be assessed, reflecting rigorous learning and curriculum standards. They represent different types of content, offer opportunities for both coordination and integration, and take account of the needs of individual students.
Evidence				

Component	Unsatisfactory	Needs Improvement	Proficient	Excellent
1.d. Demonstrating Knowledge of Resources	The teacher demonstrates little or no familiarity with resources to enhance own knowledge, to use in teaching, or for students who need them. The teacher does not seek such knowledge.	The teacher demonstrates some familiarity with resources available through the school or district to enhance own knowledge, to be used in teaching, or for students who need them. The teacher does not seek to extend such knowledge.	The teacher is fully aware of the resources available through the school or district to enhance own knowledge, to use in teaching, or for students who need them.	The teacher seeks out resources in and beyond the school or district in professional organizations, on the Internet, and in the community to enhance own knowledge, to use in teaching, and for students who need them.
Evidence				

Component	Unsatisfactory	Needs Improvement	Proficient	Excellent
1.e. Designing Coherent Instruction	The series of learning experiences is poorly aligned with the instructional outcomes and does not represent a coherent structure. The experiences are suitable for only some students.	The series of learning experiences demonstrates partial alignment with instructional outcomes, some of which are likely to engage students in significant learning. The lesson or unit has a recognizable structure and reflects partial knowledge of students and resources.	The teacher coordinates knowledge of content, students, and resources to design a series of learning experiences aligned to instructional outcomes and suitable to groups of students. The lesson or unit has a clear structure and is likely to engage students in significant learning.	The teacher coordinates knowledge of content, students, and resources to design a series of learning experiences aligned to instructional outcomes, differentiated where appropriate to make them suitable for all students and likely to engage them in significant learning. The lesson or unit's structure is clear and allows for different pathways according to student needs.
Evidence				

Component	Unsatisfactory	Needs Improvement	Proficient	Excellent
1.f. Designing Student Assessments	The teacher's plan for assessing student learning contains no clear criteria or standards, is poorly aligned with the instructional outcomes, or is inappropriate for many students. The results of assessment have minimal impact on the design of future instruction.	The teacher's plan for student assessment is partially aligned with the instruction outcomes, without clear criteria, and inappropriate for at least some students. The teacher intends to use assessment results to plan for future instruction for the class as a whole.	The teacher's plan for student assessment is aligned with the instructional outcomes, uses clear criteria, and is appropriate for the needs of students. The teacher intends to use assessment results to plan for future instruction for groups of students.	The teacher's plan for student assessment is fully aligned with the instructional outcomes, with clear criteria and standards that show evidence of student contribution to their development. Assessment methodologies may have been adapted for individuals, and the teacher intends to use assessment results to plan future instruction for individual students.
Evidence				

Domain 2: The Classroom Environment

Component	Unsatisfactory	Needs Improvement	Proficient	Excellent
2.a. Creating an Environment of Respect and Rapport	Classroom interactions, both between the teacher and students and among students, are negative, inappropriate, or insensitive to students' cultural backgrounds, and characterized by sarcasm, put-downs, or conflict.	Classroom interactions, both between the teacher and students and among students, are generally appropriate and free from conflict, but may be characterized by occasional displays of insensitivity or lack of responsiveness to cultural or developmental differences among students.	Classroom interaction, both between teacher and students and among students, are polite and respectful, reflecting general warmth and caring, and are appropriate to the cultural and developmental differences among groups of students.	Classroom interactions among the teacher and individual; students are highly respectful, reflecting genuine warmth and caring and sensitivity to students' cultures and levels of development. Students themselves ensure high levels of civility among members of the class.
Evidence				

Component	Unsatisfactory	Needs Improvement	Proficient	Excellent
2.b. Establishing a Culture for Learning	The classroom environment conveys a negative culture for learning, characterized by low teacher commitment to the subject, low expectations for student achievement, and little or no student pride in work.	The teacher's attempts to create a culture for learning are partially successful, with little teacher commitment to the subject, modest expectations for student achievement, and little student pride in work. Both teacher and students appear to be only "going through the motions."	The classroom culture is characterized by high expectations for most students and genuine commitment to the subject by both teacher and students, with students demonstrating pride in their work.	High levels of student energy and teacher passion for the subject create a culture for learning in which everyone shares a belief in the importance of the subject and all students hold themselves to high standards of performance – for example, by initiating improvements to their work.
Evidence				

Component	Unsatisfactory	Needs Improvement	Proficient	Excellent
2.c. Managing Classroom Procedures	Much instructional time is lost because of inefficient classroom routines and procedures for transitions, handling of supplies, and performance of noninstructional duties.	Some instructional time is lost because classroom routines and procedures for transitions, handling of supplies, and performance of noninstructional duties are only partially effective.	Little instructional time is lost because of classroom routines and procedures for transitions, handling of supplies, and performance of noninstructional duties, which occur smoothly.	Students contribute to the seamless operation of classroom routines and procedures for transitions, handling of supplies, and performance of noninstructional duties.
Evidence				

Component	Unsatisfactory	Needs Improvement	Proficient	Excellent
2.d. Managing Student Behavior	There is no evidence that standards of conduct have been established, and little or no teacher monitoring of student behavior. Response to student misbehavior is repressive or disrespectful of student dignity.	It appears that the teacher has made an effort to establish standards of conduct for students. The teacher tries, with uneven results, to monitor student behavior and respond to student misbehavior.	Standards of conduct appear to be clear to students, and teacher monitors student behavior against those standards. The teacher response to student misbehavior is appropriate and respects the students' dignity.	Standards of conduct are clear, with evidence of student participation in setting them. The teacher's monitoring of student behavior is subtle and preventative, and the teacher's response to student misbehavior is sensitive to individual student needs. Students take an active role in monitoring the standards of behavior.
Evidence				

Component	Unsatisfactory	Needs Improvement	Proficient	Excellent
2.e. Organizing Physical Space	The physical environment is unsafe, or some students don't have access to learning. There is poor alignment between the physical arrangement and the lesson activities.	The classroom is safe, and essential learning is accessible to most students; the teacher's use of physical resources, including computer technology, is moderately effective. The teacher may attempt to modify the physical arrangement to suit learning activities, with partial success.	The classroom is safe, and learning is accessible to all students; the teacher ensures that the physical arrangement is appropriate for the learning activities. The teacher makes effective use of physical resources, including computer technology.	The classroom is safe, and the physical environment ensures the learning of all students including those with special needs. Students contribute to the use or adaptation of the physical environment to advance learning. Technology is used skillfully, as appropriate to the lesson.
Evidence				

Domain 3: Instruction

Component	Unsatisfactory	Needs Improvement	Proficient	Excellent
3.a Communicating with Students	Expectations for learning, directions and procedures, and explanations of content are unclear or confusing to students. The teacher's use of language contains errors or is inappropriate for students' cultures or levels of development.	Expectations for learning, directions and procedures, and explanations of content are clarified after initial confusion; the teacher's use of language is correct but may not be completely appropriate for students' cultures or levels of development.	Expectations for learning, directions and procedures, and explanations of content are clear to students. Communications are appropriate for students' cultures and levels of development.	Expectations for learning, directions and procedures, and explanations of content are clear to students. The teacher's oral and written communication is clear and expressive, appropriate to students' cultures and levels of development, and anticipates possible student misconceptions.
Evidence				
Component	Unsatisfactory	Needs Improvement	Proficient	Excellent
3.b. Using Questioning and Discussion Techniques	The teacher's questions are low-level or inappropriate, eliciting limited student participation, and recitation rather than discussion.	Some of the teacher's questions elicit a thoughtful response, but most are low-level, posed in rapid succession. The teacher's attempts to engage all students in the discussion are only partially successful.	Most of the teacher's questions elicit a thoughtful response, and the teacher allows sufficient time for students to answer. All students participate in the discussion, with the teacher stepping aside when appropriate.	Questions reflect high expectations and are culturally and developmentally appropriate. Students formulate many of the high-level questions and ensure that all voices are heard.
Evidence				

Component	Unsatisfactory	Needs Improvement	Proficient	Excellent
3.c. Engaging Students in Learning	Activities and assignments, materials, and grouping of students are inappropriate for the instructional outcomes or students' cultures or levels of understanding, resulting in little intellectual engagement. The lesson has no structure or is poorly paced.	Activities and assignments, materials, and groupings of students are partially appropriate for the instructional outcomes or students' cultures or levels of understanding, resulting in moderate intellectual engagement. The lesson has a recognizable structure but is not fully maintained.	Activities and assignments, materials, and grouping of students are fully appropriate for the instructional outcomes and students' cultures and levels of understanding. All students are engaged in work of a high level of rigor. The lesson's structure is coherent, with appropriate pace.	Students, throughout the lesson, are highly intellectually engaged in significant learning and make material contributions to the activities, student groupings, and materials. The lesson is adapted as needed to the needs of individuals, and the structure and pacing allow for student reflection and closure.
Evidence				

Component	Unsatisfactory	Needs Improvement	Proficient	Excellent
3.d. Using Assessment in Instruction	Assessment is not used in instruction, either through monitoring of progress by the teacher or students, or feedback to students. Students are not aware of the assessment criteria used to evaluate their work.	Assessment is occasionally used in instruction, through some monitoring of progress of learning by the teacher and/or students. Feedback to students is uneven, and students are aware of only some of the assessment criteria used to evaluate their work.	Assessment is regularly used in instruction, through self-assessment by students, monitoring of progress of learning by the teacher and/or students, and high-quality feedback to students. Students are fully aware of the assessment criteria used to evaluate their work.	Assessment is used in a sophisticated manner in instruction, through student involvement in establishing the assessment criteria, self-assessment by students, monitoring of progress by both students and the teacher, and high-quality feedback to students from a variety of sources.
Evidence				

Component	Unsatisfactory	Needs Improvement	Proficient	Excellent
3.e. Demonstrating Flexibility and Responsiveness	The teacher adheres to the instruction plan, even when a change would improve the lesson or address students' lack of interest. The teacher brushes aside student questions; when students experience difficulty, the teacher blames the students or their home environment.	The teacher attempts to modify the lesson when needed and to respond to student questions, with moderate success. The teacher accepts responsibility for student success but has only a limited repertoire of strategies to draw upon.	The teacher promotes the successful learning of all students, making adjustments as needed to instruction plans and accommodating student questions, needs, and interests.	The teacher seizes an opportunity to enhance learning, building on a spontaneous event or student interests. The teacher ensures the success of all students, using an extensive repertoire of instructional strategies.
Evidence				

Domain 4: Professional Responsibilities

4.a. Reflecting on Teaching

Strengths of the Lesson
Areas for Growth

We have participated in a conversation on the above items.

Teacher's Signature _____ Date _____

Administrator's Signature _____ Date _____

Component	Unsatisfactory	Needs Improvement	Proficient	Excellent
4.b. Maintaining Accurate Records	The teacher's systems for maintaining both instructional and noninstructional records are either nonexistent or in disarray, resulting in errors and confusion.	The teacher's systems for maintaining both instructional and noninstructional records are rudimentary and only partially effective.	The teacher's systems for maintaining both instructional and noninstructional records are accurate, efficient, and effective.	The teacher's systems for maintaining both instructional and noninstructional records are accurate, efficient, and effective, and students contribute to its maintenance.
Evidence				

Component	Unsatisfactory	Needs Improvement	Proficient	Excellent
4.c Communicating with Families	The teacher's communication with families about the instructional program or about individual students is sporadic or culturally inappropriate. The teacher makes no attempt to engage families in the instructional program.	The teacher adheres to school procedures for communicating with families and makes modest attempts to engage families in the instructional program, but communications are not always appropriate to the cultures of those families.	The teacher communicates frequently with families and successfully engages them in the instructional program. Information to families about individual students is conveyed in a culturally appropriate manner.	The teacher's communication with families is frequent and sensitive to cultural traditions; students participate in the communication. The teacher successfully engages families in the instructional program, as appropriate.
Evidence				

Component	Unsatisfactory	Needs Improvement	Proficient	Excellent
4.d. Participating in a Professional Community	The teacher avoids participating in a professional community or in school and district events and projects; relationships with colleagues are negative or self-serving.	The teacher becomes involved in the professional community and in school and district events and projects when specifically asked; relationships with colleagues are cordial.	The teacher participates actively in the professional community and in school and district events and projects, and maintains positive and productive relationships with colleagues.	The teacher makes a substantial contribution to the professional community and to school and district events and projects, and assumes a leadership role among the faculty.
Evidence				

Component	Unsatisfactory	Needs Improvement	Proficient	Excellent
4.e. Growing and Developing Professionally	The teacher does not participate in professional development activities and makes no effort to share knowledge with colleagues. The teacher is resistant to feedback from supervisors or colleagues.	The teacher participates in professional development activities that are convenient or are required, and makes limited contributions to the profession. The teacher accepts, with some reluctance, feedback from supervisors and colleagues.	The teacher seeks out opportunities for professional development based on an individual assessment of need and actively shares expertise with others. The teacher welcomes feedback from supervisors and colleagues.	The teacher actively pursues professional development opportunities and initiates activities to contribute to the profession. In addition, the teacher seeks feedback from supervisors and colleagues.
Evidence				

Component	Unsatisfactory	Needs Improvement	Proficient	Excellent
4.f Showing Professionalism	The teacher has little sense of ethics and professionalism and contributes to practices that are self-serving or harmful to students. The teacher fails to comply with school and district regulations and time lines.	The teacher is honest and well intentioned in serving students and contributing to decisions in the school, but the teacher's attempts to serve students are limited. The teacher complies minimally with school and district regulations, doing just enough to get by.	The teacher displays a high level of ethics and professionalism in dealings with both students and colleagues and complies fully and voluntarily with school and district regulations	The teacher is proactive and assumes a leadership role in making sure that school practices and procedures ensure that all students, particularly those traditionally under-served, are honored in the school. The teacher displays the highest standards of ethical conduct and takes a leadership role in seeing that colleagues comply with school and district regulations.
Evidence 3				

Component	Unsatisfactory	Needs Improvement	Proficient	Excellent
4.g Attendance	Has used 8 or more sick days	Has used 6-7 sick days	Has used 4-5 sick days	Has used 0-3 sick days.
Evidence				

PERA Evaluation Documentation

Teacher's Name: _____ School Year: _____

ype I: Growth Model – Simple Growth
Type III: Growth Model – Adjusted Growth

% of Students Meeting Target (Student Growth Projection) Simple Growth	Type I Rating	
% of Students Meeting Target Adjusted Growth Target	Type III Rating	
↑ 60%	4.0	Excellent
50-59%	3.0	Proficient
40-49%	2.0	Needs Improvement
↓40%	1.0	Unsatisfactory

1. On the MAP reading test, _____ percent of your students met or exceeded their student projected growth, which gives you the overall rating of _____ on this assessment. (15%)

2. On the MAP math test, _____ percent of your students met or exceeded their student projected growth, which gives you the overall rating of _____ on this assessment. (15%)

3. On your Type III, teacher-created common assessment, _____ percent of your students met their adjusted growth target, which gives you the overall rating of _____ on this assessment. (15%)

4. On your AIMSweb data, _____ percent of your students met or exceeded their goal of moving from the fall cut score to the winter cut score, which gives you the overall rating of _____ on this assessment. (15%)

		Type I (15%)							
		Excellent		Proficient		Needs Improvement		Unsatisfactory	
Type III (15%)	Excellent	4.0	Excellent	3.5	Excellent	3.0	Proficient	2.5	Proficient
	Proficient	3.5	Excellent	3.0	Proficient	2.5	Proficient	2.0	Needs Improvement
	Needs Improvement	3.0	Proficient	2.5	Proficient	2.0	Needs Improvement	1.5	Needs Improvement
	Unsatisfactory	2.5	Proficient	2.0	Needs Improvement	1.5	Needs Improvement	1.0	Unsatisfactory

5. The overall student growth score is (30%) ___ excellent ___ proficient ___ needs improvement ___unsatisfactory

6. The overall teacher practice score is (70%) ___ excellent ___ proficient ___ needs improvement ___unsatisfactory

		Overall Teacher Practice Rating (70%)							
		Excellent		Proficient		Needs Improvement		Unsatisfactory	
Overall Student Growth Rating (30%)	Excellent	4.0	Excellent	3.3	Proficient	2.6	Proficient	1.9	Needs Improvement
	Proficient	3.7	Excellent	3.0	Proficient	2.3	Needs Improvement	1.6	Needs Improvement
	Needs Improvement	3.4	Proficient	2.7	Proficient	2.0	Needs Improvement	1.3	Unsatisfactory
	Unsatisfactory	3.1	Proficient	2.4	Needs Improvement	1.7	Needs Improvement	1.0	Unsatisfactory

7. The overall score of your evaluation is ___ excellent ___ proficient ___ needs improvement ___unsatisfactory

This indicates that the teacher and evaluator have met and assigned a summative performance evaluation rating during the _____ school year.

Administrator Signature: _____ Date: _____

Teacher Signature: _____ Date: _____

	Unsatisfactory 1	Needs Improvement 2	Proficient 3	Excellent 4	DOMAIN TOTAL	PRECENTAGE OF POSSIBLE POINTS	
Domain 1							
1a Demonstrating Kowledge of Content and Pedagogy							
1b Demonstrating Knowledge of Students							
1c Setting Instructional Outcomes							
1d Demonstrating Kowledge of Resources							
1e Designing Coherent Instruction							
1f Designing Student Assessments							
TOTAL	**0**	**0**	**0**	**0**	**0**	**0.00**	**0**
Domain 2							
2a Creating an Environment of Respect and Rapport							
2b Establishing a Culture for Learning							
2c Managing Classroom Procedures							
2d Managing Student Behavior							
2e Organizing Physical Space							
TOTAL	**0**	**0**	**0**	**0**	**0**	**0.00**	**0**

Domain 3							
3a Communicating with Students							
3b Using Questioning and Discussion Techniques							
3c Engagingf Students in Learning							
3d Using Assessment in Instruction							
3e Demonstrating Flexibility and Responsiveness							
TOTAL	**0**	**0**	**0**	**0**	**0**	**0.00**	**0**
Domain 4							
4a Reflecting on Teaching							
4b Maintaining Accurate Records							
4c Communicating with Families							
4d Participating in a Professional Community							
4e Growing and Developing Professionally							
4f Showing Professionalism							
4g Attendance							
TOTAL	**0**	**0**	**0**	**0**	**0**	**0.00**	**0**
		TOTAL OVERALL SCORE					**0**
TOTAL OVERALL RATING							
	100 - 91 EXCELLENT						
	90-70 PROFICIENT						
	69-60 NEEDS IMPROVEMENT						
	59-0 UNSATISFACTORY						