

***OFFICIAL FINAL COPY***

**COLLECTIVE BARGAINING AGREEMENT BETWEEN  
THE BOARD OF EDUCATION OF ZION  
SCHOOL DISTRICT NO. 6**

**AND**

**ZION EDUCATION ASSOCIATION - IEA/NEA**

**July 1, 2023 – June 30, 2027**

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**ARTICLE I**

**PROFESSIONAL NEGOTIATIONS AGREEMENT**

**A. Recognition**

1. The Board of Education of School District No. 6, Lake County, Illinois (hereinafter “Board”) recognizes the Zion Education Association-IEA/NEA (hereinafter “Association”), as the sole agent for the purposes of negotiation as herein set forth for all licensed personnel, nurses, regularly employed full-time and part-time teacher assistants, secretaries and building clerical assistants and health assistants including At-Risk, bilingual assistants, Chapter 1 assistants, learning center assistants, playground assistants, reading assistants, special education assistants, ISS supervisors, hall monitors, Professional Behavioral Intervention Specialists (PBIS), crossing guards, district instructional coaches and the ALP Supervisor but excluding substitute teachers, administrative personnel, assistant Superintendents, central office staff, principals, assistant principals, deans, reading coordinators, special education coordinators, administrative assistant to the Superintendent, Board of Education secretary, administrative assistant to business services, administrative assistant to student services and all other educational support personnel employees and all supervisors, managerial confidential and short term employees as defined by the Illinois Educational Labor Relations Act.
2. The term “employee” when used in this Agreement shall mean a member of the bargaining unit defined in Paragraph 1 above.
3. The term “educational support personnel employee” when used in this Agreement shall mean an employee not required to have a professional educator license and who is a member of the bargaining unit defined in Paragraph 1 above.
4. The term “teacher” when used in this Agreement shall mean an employee required to have a professional educator license and who is a member of the bargaining unit defined in Paragraph 1 above.
5. For purposes of this Agreement, any teacher employed ninety (90) consecutive teacher workdays or less shall be considered a substitute for purposes of exclusion from the bargaining unit as specified in paragraph A.1 above.
6. For purposes of this Agreement, any teacher employed more than ninety (90) consecutive teacher workdays, but not more than the balance of any school year, shall be considered a member of the bargaining unit for all purposes except that such teacher shall not be eligible for use of the sick leave bank and shall be compensated in accordance with the same placement criteria which the District



has used historically for all other regularly employed teachers, effective the ninety-first (91) consecutive teacher workday.

7. The Association recognizes the Board as the elected representative of the voters of the District, the statutory authority for determining the educational policy and program of the District, and the employer of teachers and assistants in the District.
8. The Board agrees not to negotiate with any organization other than the Association for the duration of this Agreement on matters subject to negotiations.

**B. Principles**

1. The parties to this Agreement desire to place emphasis on a need for voluntary cooperation within the School District; informality where practicable; avoidance of intervention of outside agencies or persons where possible; and minimization of the cost of establishing and maintaining a formal relationship.
2. Present and contemplated means of communications which promote effective Employee-Board member relationships, shall be encouraged, continued and expanded.
3. Teachers are qualified by education and experience to make significant contributions to the formulation of educational policies relating to their work with children.
4. The Board shall strive for the consistent application of its policies and fair and reasonable rules and regulations governing employee conduct.
5. The Association shall, in presenting views or recommendations regarding matters of policy, consider their effects upon the accepted District's program and the resources available to sustain it.
6. Employees have the right to join any organization for their professional or economic improvement.
7. "Negotiate" and "Negotiations," as used here and elsewhere in this Agreement, mean a sincere, honest, and thorough discussion of problems with free and open exchange of views by all parties in order to conclude an Agreement.

**C. Procedure**

1. Mediation

It is agreed that the parties will jointly request the Federal Mediation and Conciliation Service (FMCS) if either party to this Agreement determines that the assistance of a mediator would be necessary. Should FMCS be unavailable, the parties shall immediately commence discussion as to a replacement. In the event that the parties cannot agree upon a replacement, the Illinois Educational Labor Relations Board shall be notified.

2. Waiver of Further Negotiations

Upon the signing of an Agreement by both parties, no further negotiations shall be sought by either party for the term of this Agreement unless by mutual consent.

**ARTICLE II**

**RIGHTS OF THE BOARD**

The Association recognizes that the Board has responsibilities and authority to manage and direct, on behalf of the public, all the operations and activities of the School District to the full extent authorized by law and shall be limited only by the provisions of this Agreement.

**ARTICLE III A**

**ASSOCIATION RIGHTS**

**A. Notice of Board Meetings**

The President of the Association or designee shall be given written notice of any regular or special meetings of the Board together with a copy of the agenda or statement of purpose of such meeting at least twenty-four (24) hours after they have been approved.

**B. Association Consultation**

The Board may consult with the Association on any fiscal, budgetary, or tax program, construction programs, considered or proposed annexation or consolidation, or revisions of educational policy which are proposed or under consideration. The Board shall inform the Association of its intention to consider reduction-in-force, changing job descriptions or other significant policy change prior to acting thereon (when known) and provide the Association an opportunity to make known its views and/or recommendations with respect to these matters prior to their adoption.

The Board acknowledges that it is generally desirable that the making of such recommendations by the Association is, if otherwise feasible, a desirable addition to the Board's decision-making process.

**C. Negotiation Information**

The Board shall provide the Association, upon request, with regularly prepared public information germane to matters within the scope of negotiations. This shall include the annual financial audit, the tentative budget, and the adopted budget. Nothing herein shall require the Board or its staff to research or assemble information.

**D. Calendar**

The Superintendent or his/her designee shall meet with the representatives of the Association annually prior to winter break to seek their suggestions for a calendar to be subsequently recommended to the Board for approval.

The Board acknowledges that its present policy provides that if it is not necessary to close school for an emergency, such unused days (not to exceed five (5) days) will not be employment days. The Board agrees it will not alter this policy unless some catastrophe shall otherwise require.

**E. Professional Development Days**

A Professional Development Committee shall be appointed for the purpose of determining, by consensus, the topics, programs and agendas for all District-wide staff development/in-service/institute days for recommendation to the Superintendent or designee. This committee shall be composed of one (1) teacher from each building, appointed by the Association, and four (4) administrators, appointed by the Superintendent. This committee will meet annually during February or March to discuss the upcoming year's professional development calendar of activities.

**F. Association Meetings**

The Association shall have the right to hold its general membership meetings on School District property provided such meetings in no way interfere with any aspect of the instructional program, that such meetings entail no additional maintenance or custodial expenses and that facilities are available. When such meetings entail additional maintenance or custodial expenses, the Board may make a reasonable charge therefor. The Association shall contact the Superintendent or designee regarding the availability of the desired School District facility and make advance reservations for such prior to scheduling any meeting which is to be held on School District property. Once a meeting has been scheduled and the time reserved, neither the Board nor the Administration will schedule any conflicting meetings.

**G. Association Access to Bulletin Board, Mailboxes, Email and Internet**

The Association shall be provided with bulletin board space in each school to post notices pertinent to the activities of the Association. All Association notices shall be identified as such. The Association shall also have the right to use employee mailboxes for a reasonable volume of appropriate announcements relating to the conduct of the Association's business. A copy of each such notice so posted or distributed shall be concurrently provided to the principal of the affected building or to the Superintendent. The Association shall also have the right to use the District's email and Internet services for Association business, provided such use is consistent with the District's technology resources policy and, further provided, the involved individual has executed the District's technology agreement.

**H. Association Use of Equipment**

The Association shall have the right to use District computers, copiers and printers where the administrator responsible for such equipment has granted approval for such use. The Association shall pay the cost of all materials and supplies incident to such use.

**I. Association Announcements**

Announcements of Association business which have no impact on the student body may be read over the intercom system in each school building near the end of the school day.

**J. Discussion of Board-Teacher Relationships**

The Association's views on matters relating to supervisor-teacher or Board-teacher relationships shall not be discussed in the presence of students on school premises or where the teacher is acting *in loco parentis*.

**K. New Hires**

The names and addresses of newly hired employees covered by the Collective Bargaining Agreement shall be available to the Association within fourteen (14) calendar days after approval of their employment by the Board.

**L. Association Leave**

In the event that the Association desires to send representatives to local, state, or national conferences or on other business pertinent to Association affairs, these representatives shall be excused without loss of salary provided (a) the Association reimburses the District for the cost of the substitute(s) for any aggregate number of days exceeding three (3) in any school term used for such purposes; (b) the frequency of excused leaves does not impair the quality of classroom instruction; (c) no more than two (2) employees from the same building will be excused to take such leave on the same day(s), exclusive of an IEA regional or state officer; and (d) a written request for leave has been submitted to the Superintendent for his/her approval.

**M. Copies and Distribution of Agreement**

The Collective Bargaining Agreement will be made available on-line with a login under Staff Tools.

**N. Rights of Competing Employee Organizations**

The rights granted herein to the Association shall not be granted or extended to any competing employee organization as long as the Association shall remain the recognized sole bargaining agent.

**O. Association Executive Board Meetings**

The Board shall make a good faith effort to not schedule any meetings or other activities on Association Executive Board meeting days which typically are the second Thursday of each month. The Association will notify the Superintendent if the day will be changed at least three (3) working days in advance of such meeting.

**ARTICLE III B**

**EMPLOYEE RIGHTS**

**A. Right to Organize**

Employees shall have the right to organize, join, and assist the Association, to participate in professional negotiations with the Board through representatives of their choosing, and to engage in other lawful activities, individually or in concert, for the purpose of establishing, maintaining, protecting, or improving conditions of professional service and the educational program. (Article XXI, Grievance Procedure)

This paragraph shall be subject to Article XXI, Grievance Procedure, through Step 2. At Step 3 of the Grievance Procedure, the Association shall either file for arbitration and follow the procedures set forth in Step 3 or seek other legal remedies through the appropriate court of competent jurisdiction or appropriate state or federal agency. In the event the Association chooses the latter, it waives its right to pursue the matter through Arbitration. The Board acknowledges the Association does not have the authority to prevent any individuals of the bargaining unit who may decide to take individual action. However, this provision shall not be construed to permit individual access to the grievance arbitration step except with the permission of the Association.

**B. Union Discrimination**

The Board shall not discriminate against any employee by reason of his/her membership in the Association, his/her participation in any activities of the Association or in negotiations with the Board. (Article XXI, Grievance Procedure)

This paragraph shall be subject to Article XXI, Grievance Procedure, through Step 2. At Step 3 of the Grievance Procedure, the Association shall either file for arbitration and follow the procedures set forth in Step 3 or seek other legal remedies through the appropriate court of competent jurisdiction or appropriate state or federal agency. In the event the Association chooses the latter, it waives its right to pursue the matter through Arbitration. The Board acknowledges the Association does not have the authority to prevent any individuals of the bargaining unit who may decide to take individual action. However, this provision shall not be construed to permit individual access to the grievance arbitration step except with the permission of the Association.

**C. Individual Contracts**

Individual employee contracts or employment agreements issued before agreement has been reached between the Board and Association shall be made to conform with this Agreement and shall not grant advantages which are unavailable to other employees.

**D. Disciplinary Meetings**

When any employee is required to appear before the Board, an Administrator or before any Board committee concerning any matter which could affect the continuation of that employee in his/her position of employment, the employee shall be given reasonable prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative present to represent him/her during such meeting or interview. In the event that the reason for the meeting or interview involves an imminent threat to the health and safety of staff or students, no prior written notification is required. In such emergency situations, an Association executive board member must be notified immediately, and coverage provided so that he/she can attend the meeting or interview as soon as possible. The meeting or interview will not begin until the executive board member arrives.

**E. Association and Professional Responsibilities**

The building principal may permit teachers to leave the building during a preparation period for duties attendant to Association or professional responsibilities. The building principal may also permit assistants to leave the building during times that they are not required to be engaged in work related activities for duties attendant to Association responsibilities. This shall not be construed to imply that teacher assistants are granted specified planning periods like teachers are.

**F. Marital Discrimination**

The Board shall not discriminate against an employee by reason of his/her marital status, in any manner which is contrary to law, or by reason of his/her family relationship. The Board and Association acknowledge that the appropriate forum to resolve disputes that arise under this section is the Human Rights Commission and not the arbitration provision of the grievance procedure. Therefore, such disputes shall be resolved under the provisions of the Human Rights Act and not the arbitration provision of the grievance procedure.

**G. Teacher Part-Time Status**

Part-time status for teachers shall be defined as the amount of time one is in contact with students in relation to the total time per day of teachers in contact with students. Part-time teachers will not typically be required to return to attend teacher meetings held after the close of the student day where such part-time teachers' workday terminates prior to 2:00 p.m.

**H. Personnel File**

1. Each employee shall have the right, upon request, to review the contents of his/her personnel file. He/she shall make an appointment with the Human Resource office for the conduct of such review. A representative, at the employee's written request, may accompany the employee in this review. Such review shall be conducted in the presence of the designated administrator. The



employee has the right to make copies of anything in his/her personnel file at the employee's expense, as allowed by law.

2. The employee's personnel file referred to in the preceding paragraph shall minimally contain all evaluation material and all complaints or materials relating to re-employment, copies of supplemental duty contracts, notice of assignments, transfers, and any other information which might reasonably be anticipated to be used as a basis for discipline, dismissal, or demotion, or for determining salary of the teacher. The employee shall be afforded an opportunity to respond to any material placed in his/her file, and to have such response included in his/her file, provided such response is submitted no later than ten (10) days after the close of the school term in which the material was placed in his/her file. Employees shall receive a copy of any material added to their personnel file.
3. Employees may request that disciplinary letters/documents that are at least two (2) years old be expunged from their personal file by the Administration. Such request must be submitted in writing to the Human Resources Department. If the request is approved, the Employee will be notified of such approval and the letter/record will be expunged from the file.

**I. Zion Education Association: Time/Teacher Institute (Employee Orientation)**

At the request of the Association, a half hour block will be made available during the first day of Staff Orientation and a second half hour block will be made available during the workday within the first two (2) weeks of school (Professional Development Day or Early Dismissal Day) for the Association to hold a voluntary building level meeting with staff.

**ARTICLE IV**

**DISTRICT CULTURE AND ACADEMIC FREEDOM**

**A. Democratic Values**

The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and Bill of Rights of the United States and the Constitution of the State of Illinois, and to instill appreciation of the value of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning and in which academic freedom for teacher and student is encouraged.

**B. Academic Freedom**

Teachers shall have academic freedom in the District. Academic freedom shall mean that teachers are free to present instructional materials which are pertinent to the subject and level taught, within the outlines of appropriate course content and within the planned instructional program and shall present all facts of controversial issues in a scholarly and objective manner within the limits of appropriate pedagogical discretion and propriety.

**C. District Culture**

The Parties agree that the District's culture should encourage courtesy, respect, professional attire and anti-drug culture. This provision is non-contractual; thus, is not subject to the grievance or arbitration procedures of this Agreement.

**ARTICLE V**

**CITIZENSHIP**

Nothing in this Agreement shall be construed to interfere with the right of an employee to exercise such rights as registering and voting, participating in party organization, discussing political issues publicly, campaigning for candidates, contributing to campaigns of candidates, lobbying, organizing political action groups, and running for and serving in public offices which are compatible with his/her current employment, provided that no employee shall use institutional or classroom privileges or facilities to promote political candidates or to further partisan political activities, or seek to inculcate personal political views in the mind of any student.

**ARTICLE VI**

**EMPLOYEE PROTECTION**

**A. Parent-Teacher Conferences and Complaints**

1. Parent-teacher conferences will be scheduled only when it is anticipated that the principal or his/her designee will be in the building or readily available. Teachers shall notify the principal of their scheduled parent-teacher conferences and the principal shall advise if he/she and/or his/her designee shall not be present in the building at that time.
  
2. Parents with specific concerns will be encouraged to deal with such concerns at the level closest to their child, which is the teacher. The Administration shall immediately inform the teacher of any and all consequential complaints regarding the teacher's conduct made by any person against the teacher as soon as possible, except in those instances where notification to the teacher would disrupt any ongoing efforts of law enforcement or quasi-law enforcement officials.

If requested by the teacher, a conference shall be held with the teacher and principal, at which time, if requested, the principal will detail the process and investigation of any complaint if such complaint is likely to result in disciplinary action. If the District delegates non-employees to investigate any complaint against a teacher, a District administrator shall be present during any interviews with students, parents, District employees or any other person, held during the course of the investigation.

3. Education support personnel employees shall not be required to meet with parents who have complaints about the teacher or about the educational support personnel employee him/herself.

**B. Assaults**

Any case of assault upon an employee while on duty for the school system shall be promptly reported by the building administration to the Superintendent and the Association President. The District shall provide reasonable assistance to the employee in connection with the handling of the incident by the appropriate authorities.

**C. Criminal Conduct**

If an employee is charged with the commission of a criminal offense as a consequence of performance of duty(ies) within the course of the employee's employment, and such performance was not contrary to Board policy or administrative regulation or directive, at the employee's written request the Board shall authorize the employee to consult with legal

counsel appointed by the Board for such purpose. An employee so charged shall suffer no loss of salary as a consequence of necessary court appearances to respond to such charge.

**D. Damage to Property**

The Board shall indemnify employee for damage to their property if such damage was occasioned while on duty for the Board, in an amount to be prescribed by the Board in its discretion.

**E. Indemnification**

In accordance with this Agreement and applicable provisions of *the School Code*, the Board shall provide indemnification and protection against claims and suits.

**F. Intercoms**

The Board shall make every reasonable effort to include a two-way communications system between the school office and teaching areas within the school building.

**ARTICLE VII**

**PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS**

**A. Teacher Qualifications**

A highly qualified teacher shall not be required, without his/her consent, to teach outside the limits of his/her educator license. This shall not apply to the instruction of any students pursuant to the statutory requirements where certification procedures have not been established for at least two (2) calendar years prior to the commencement of such instruction. This paragraph shall not apply to new and/or innovative programs which may be initiated by the Board on an experimental basis. A reasonable effort shall be made to notify the ZEA of new/innovative programs prior to implementation.

**B. Assignments**

All employee assignments shall be available in writing/electronically to the Association.

**C. Additional Teaching Assignments**

Except as unusual or exceptional circumstances shall otherwise require, any assignments in addition to the normal teaching schedule during the school year shall not be made without the consent of the teacher except for an internal substitute assignment pursuant to Section G below.

Any certified employee assigned a modified position mid-year due to staffing plan changes shall be compensated at the internal substitution rate for the time in the position in addition to their normal base salary.

Any clerical employee assigned a modified position mid-year due to staffing plan changes shall receive their hourly rate or the internal substitution rate per hour as set forth in Appendix B, whichever is higher, but not both.

**D. Summer Program Assignments**

If the Board conducts a summer program, preference for employment shall, to the extent feasible, be given to the selection of teachers for such employment as defined herein. Consideration shall be given to the teacher's ability, his/her experience with the particular course of study being offered, the prior applications for and assignments to summer positions, and other pertinent factors except such pertinent factors shall not include the teacher's salary. The Board will advise the Association President or designee of the acceptance by the State Board of Education of a requested grant for conducting summer school within thirty (30) days of an affirmative response from the state.

*See Appendix B.*

**E. Teacher Overload**

If a teacher agrees to teach an extra class, the teacher will be paid \$7,500. Acceptance of an overload shall not be mandatory. Overload shall not be given to teachers who have not yet acquired tenure status unless the needs of the District clearly require the same, provided that such needs are not based upon financial reasons.

**F. Split Grade Level Assignment**

Any teacher who has been assigned to teach a split grade level classroom shall receive an additional 30 minutes per week for Planning Time.

**G. Internal Substitution**

The District will secure an outside substitute from its approved substitute list or a building level substitute before using an inside staff member as an internal substitute. Should an external or building level substitute not be available, another member may be utilized as an internal substitute. If a staff member must leave during the school day, it is not the responsibility of the staff member to arrange for a substitute. When the District utilizes an internal substitute, the District shall have the option to do any of the following:

1. Temporarily reassign students from the class in which the teacher was absent to other classrooms. If this option is implemented, the teacher in the classroom taking on extra students shall be eligible for the full rate of the internal substitution pay, as set out in Appendix B. The teacher shall be paid for the length of time said class is assigned to them.
2. Seek volunteers from teachers or educational support personnel employees with a valid substitute or teaching license to serve as an internal substitute. If this option is implemented, teachers, and educational employees shall be eligible for the internal substitution pay set forth in Appendix B, in addition to their salaries or hourly rate of pay. The Staff members shall be paid for the length of time assigned to the position. The seeking of volunteers will be done by the principal/administrator. Volunteer lists may be established at the beginning of each semester to use on a continual rotation. Such lists will be shared with the Association.
3. If there are no volunteers, the principal/administrator may involuntarily assign other teachers or educational support personnel employees with a valid substitute or teaching license to serve as an internal substitute but shall endeavor to rotate such assignments. When this option is implemented, teachers, and educational support personnel employees shall be eligible for the internal substitution pay set forth in Appendix B, in addition to their salaries or hourly rate of pay. The staff members shall be paid for the length of time assigned as an internal substitute.

If a teacher assumes responsibility for students during their scheduled planning period or is

compelled to attend a meeting during their planning period, said teacher shall be compensated for the missing planning period at the internal substitution pay rate set forth in Appendix B.

Should a teacher not be provided with at least the contractual minimum of two hundred (200) minutes of planning for that week, that teacher shall be additionally compensated for the difference in time at the internal substitution pay rate set forth in Appendix B.

The Board of Education shall reimburse up to \$60 for an educational support personnel employee to obtain a substitute or teaching license and may utilize such license for the duration of the initial term. Educational support personnel in possession of a substitute or teaching license obtained independently of the district shall have the choice to opt in or opt out of internal subbing at the start of the school year. Once the staff member has opted in, it shall be for the duration of the school year.

#### **H. Summer Curriculum Work**

A teacher will be compensated at the hourly rate specified in Appendix B for curriculum work being done at the request of the Board of Education. Curriculum work would include staff development workshops, summer curriculum workshops, review and analysis projects, etc. Participation in this curriculum work will be at the discretion of the teacher. An assistant shall be paid at the Appendix B rate if an assistant participates in curriculum work.

#### **I. Substitutes for Assistants**

The Board shall attempt to secure a substitute for assistants who are absent.

#### **J. Job Sharing for Teachers**

##### **1. Definition**

Job sharing is defined as a full-time position which is filled on a volunteer basis by two teachers sharing the responsibilities of the position over a full year.

##### **2. Application Process/Timeline**

Any tenured teacher may request to share a teaching position with another tenured teacher.

- a. It is the responsibility of the person seeking to job share to find another teacher to share the position.
- b. Teachers initiating the job-sharing request must seek the building principal's support and approval prior to submitting the job-sharing request to the Superintendent.



- c. Such request is to be submitted to the Superintendent or designee by March prior to the beginning of the school year in which the job share is to take place.
- d. The request is to be a joint written request on the Job-Sharing Application provided by the District, signed by both employees proposing to share the position and the impacted building principal, must specify the position to be shared, and must describe the manner in which responsibilities will be divided so as to meet and fulfill the job requirements of the position shared.
- e. The time frame for submission and consideration for approval of a job-sharing request shall be as follow. (Note: the principal and the Superintendent or designee may approve job share requests at any time prior to the start of the school year if deemed best for the students and staff).
  - i. March 1<sup>st</sup> – Deadline for submission of Job-Sharing Application to the Superintendent or designee. The Job-Sharing Application will contain:
    - Names and signatures of parties and building principal.
    - Grade level and subject.
    - Proposed work responsibilities of each party.
  - ii. On or before May 1<sup>st</sup> – Superintendent will meet with parties and building principal to review feasibility of proposed job share.
  - iii. June 1<sup>st</sup> – All parties will be notified of decision by the Superintendent or designee.

3. Considerations for Participation

- a. Job sharing is to be applied for on a yearly basis. Teachers in a job share position must re-apply for such position by March 1<sup>st</sup> for the following school year, pursuant to standard request procedure.
- b. Salary, benefits and available leave will accrue on a pro-rata basis, based upon a 180-day school calendar. Seniority will accrue pursuant to the terms of the Collective Bargaining Agreement.
- c. The principal, in approving any job-sharing match, must ensure that the effort is undertaken in a manner which is conducive to the needs of the students. In doing so, the following shall be considered:
  - i. Match of personalities between the job share applicants to ensure

a positive share relationship;

- ii. Match of work ethics of the job share applicants to ensure cooperation in performing the duties of the shared position; and
- iii. The requirements of the position for which job sharing is requested.

4. Job Sharing Requirements/Termination

To ensure success of the program, it is necessary that the following be carried out:

- a. The participants are to establish a plan which ensures that both parties will receive all information disseminated by the building principal at all staff and other related meetings, and outlines their responsibilities for field trips, open houses, and other meetings/activities.
- b. The individuals who are involved in the job share teaching positions are encouraged to substitute for each other if possible. If they cannot substitute for each other, then the acquisition of the substitute is to follow normal District procedures.
- c. All tenured teachers performing in a job-sharing position must sign a commitment to teach in such job share position for the full assigned school year.
- d. In the event the employment of a participating teacher ceases, for whatever reason, the Superintendent or designee has the right to return the remaining participating teacher to full-time status, or if that is not possible, fill the vacant position in any other manner as he or she may deem appropriate.
- e. Participating individuals will be evaluated on their own merit, pursuant to the requirements of the Collective Bargaining Agreement as well as the degree of cooperation exhibited between the participating individuals.

## ARTICLE VIII

### WORK YEAR AND HOURS

#### **A. Teacher Work Year and Hours**

The teacher work year, including at the District's preschool(s) shall consist of 180 workdays.

1. The teachers shall participate in all in-service training programs and shall attend a reasonable number of staff meetings which may extend beyond the scheduled day. "Reasonable" as used herein shall mean no more than one (1) per week unless there is an emergency, and the reason is given. If a teacher cannot attend any such session, he/she shall advise and consult with his/her principal who may excuse his/her non-attendance. The teacher's scheduled work week shall not exceed thirty-five (35) hours including a duty-free lunch period of at least thirty (30) minutes per day. The teacher's scheduled work week shall be exclusive of his/her extra-curricular responsibilities, staffings, faculty meetings, student, parent or peer conferences, or other necessary activities. This section shall be inoperative in an emergency or if less than a five (5) day work week shall be established.

#### **B. Conference Day**

During Conference Week, one (1) day shall be a conference day when students are not in attendance. The hours of teacher attendance will include reasonable meal breaks. Teacher's hours shall be adjusted to align with Parent-Teacher Conference hours.

#### **C. Educational Support Staff Work Year**

1. Classroom Paraprofessionals: The work year for classroom paraprofessionals shall be the same as the 180-day work year for teachers. The scheduled workday shall not exceed seven (7) hours including an unpaid duty-free lunch period of at least thirty (30) minutes per day unless the employee agrees to work an eight (8) hour day including an unpaid duty-free lunch period. Additionally, two (2) paid fifteen (15) minute relief breaks shall be scheduled daily. All full-time classroom paraprofessionals are required to attend one weekly staff meeting or PD, which increases their work week by thirty (30) minutes. Full-time classroom paraprofessional hours shall be adjusted to align with Parent-Teacher Conference hours and the hours being worked by classroom educators.
2. Supervisory Aides: The work year for supervisory aides shall be the same as the 180-day work year for teachers. The scheduled workday shall not exceed eight (8) hours including an unpaid duty-free lunch period of at least thirty (30) minutes per day unless the employee agrees to work additional time. Additionally, two (2) paid fifteen (15) minute relief breaks shall be scheduled daily. Full-time supervisory

aides' hours shall be adjusted to align with Parent-Teacher Conference hours and the hours being worked by classroom educators.

3. Clerical: The first day of the work year for clerical staff shall be August 1<sup>st</sup> and the last day of the work year shall be June 30<sup>th</sup>. The scheduled workday shall not exceed eight (8) hours including an unpaid duty-free lunch period of at least thirty (30) minutes per day unless the employee agrees to work additional time. Additionally, two (2) paid fifteen (15) minute relief breaks shall be scheduled daily. Full-time clerical employees' hours shall be adjusted to align with Parent-Teacher Conference hours and the hours being worked by classroom educators.
4. Nurses: The work year for nurses shall be twelve (12) months. The scheduled workday shall not exceed eight (8) hours including an unpaid duty-free lunch period of at least thirty (30) minutes per day unless the employee agrees to work additional time. Additionally, two (2) paid fifteen (15) minute relief breaks shall be scheduled daily. Full-time nurses' hours shall be adjusted to align with Parent-Teacher Conference hours and the hours being worked by classroom educators.
5. Health Aides: The scheduled workday shall not exceed eight (8) hours including an unpaid duty-free lunch period of at least thirty (30) minutes per day unless the employee agrees to work additional time. Additionally, two (2) paid fifteen (15) minute relief breaks shall be scheduled daily. Full-time health aides' hours shall be adjusted to align with Parent-Teacher Conference hours and the hours being worked by classroom educators.

#### **D. Educational Support Staff Relief Breaks**

All educational support staff members shall receive two (2) paid fifteen (15) minute relief breaks daily. Normally breaks shall not be scheduled within the first hour or last hour of the work day on a regular basis. If a situation arises on a particular day when an exception to the break start time must be made, the principal shall promptly communicate such change to the educational support staff member along with the reason for the change that day. If such an exception must be made and the reason is known in advance of the day, the principal shall communicate the change as soon as possible before the day where the exception must be made.

#### **E. Evening Events**

Certified staff are required to attend two (2) evening events per school year with no additional compensation, one (1) of which must be in the Fall and the other in the Spring. The Fall event will be scheduled and included on the calendar by the first day of staff attendance for the school

year. Two (2) Spring events will be scheduled and included on the calendar by January 1<sup>st</sup> of the school year and certified staff may choose which one they would like to attend.

For educational support staff members, evening event assignments will be posted at the building holding the event and employees may volunteer for such events. If selected by the Administration to attend an evening event educational support staff members will be paid their normal hourly rate unless overtime applies in which case they will be paid the applicable overtime rate.

## ARTICLE IX

### WORKING CONDITIONS AND STAFF FACILITIES

#### **A. Class Size**

Every effort shall be made to limit class size to a reasonable number and to establish and maintain equitable class sizes. In the event a class size is unreasonably large, the Superintendent or designee shall promptly meet with the affected teachers and Association Representatives to seek their input regarding alternative staffing patterns. Nothing contained herein shall limit the right of the Association to bring its own recommendation(s) to the Board.

The principal shall consider class size when investigating a disciplinary matter involving classroom management and shall also consider class size when evaluating a teacher in the area of classroom management. Barring no severe occurrences, if a teacher has at least the number of students listed below in his/her class, he/she will receive no lower than a Proficient rating in the area of classroom management:

- K-2<sup>nd</sup>: 18 students (evidence-based funding K-3<sup>rd</sup>: 15 students)
- 3<sup>rd</sup> -5<sup>th</sup>: 20 students (evidence-based funding 4<sup>th</sup>-12<sup>th</sup>: 20 students)
- 6<sup>th</sup>-8<sup>th</sup>: 22 students

#### **B. Materials and Supplies**

Each teacher shall be given the opportunity to submit requisitions for instructional material and supplies for the following school term and periodically during the school term. If possible, the staff member making the requisition shall be informed prior to September 15<sup>th</sup> if these supplies cannot be made available to him/her provided the District shall provide each teacher and teaching assistant who has teaching responsibilities with a reasonably sufficient amount of basic classroom supplies. Assistants may provide input to the appropriate teachers regarding instructional materials and supplies.

#### **C. Unsafe Conditions**

An employee shall not be required to work under unsafe conditions, provided this shall not obviate the need for employees to safeguard students.

This paragraph shall be subject to the Grievance Procedure through Step 2. At Step 3 of the Grievance Procedure, the Association shall either file for arbitration and follow the procedures set forth in Step 3 or seek other legal remedies through the appropriate court of competent jurisdiction or appropriate state or federal agency. In the event the Association chooses the latter, it waives its right to pursue the matter through Arbitration. The Board acknowledges the Association does not have the authority to prevent any individuals of the bargaining unit who may decide to take individual action. However, this provision shall not be construed to

permit individual access to the grievance arbitration step except with the permission of the Association.

**D. Teacher Desk and Storage**

Each teacher shall have available for his/her use a locked and/or secure desk and filing cabinet. A place to store employees' coats and shoes shall be provided. Classroom assistants may reserve space in the teacher's desk or cabinet.

Additionally, each teacher shall have the option to store a reasonable amount of personal items in their currently assigned workspace over the summer. Said items must be clearly labeled with the teacher's name and be stored in cabinets or in a central location (for rooms without shelving or counters). In the event the District needs all items to be removed from the workspace for a reason such as construction, deep cleaning, or some other non-routine legitimate business reason, the District will notify the teacher at least ten (10) business days in advance. In addition, the District shall not be responsible or liable for any lost, stolen, or damaged personal items left over the summer unless such loss is covered by the District's insurance carrier.

**E. Telephone Facilities**

Employees shall be permitted to use District telephones for local calls. If requested, employees shall disclose the telephone numbers called.

**F. Parking**

Off-street parking facilities shall be provided for employees. The provision of such facilities is for the convenience of employees and the Board assumes no responsibilities or liability thereby.

**G. Lounge**

An employee lounge shall be established within each school building.

**H. Planning Period & Morning Prep**

Each full-time teacher shall be allotted one (1) planning period each day of forty (40) consecutive minutes, if such can be reasonably accomplished within the restraints of student scheduling and established staffing patterns. When this cannot be accomplished, a teacher will be allotted a minimum of thirty (30) consecutive minutes per day and a minimum of two hundred (200) minutes per week. On weeks of less than five (5) work days, the minimum total shall be determined based on forty (40) minutes per day multiplied by the number of work days in the week. Missed Planning Time that is not rescheduled within the same week it was missed, could be subject to internal sub pay, as determined by the Principal, Superintendent or appropriate designee.

On normal school/work days, teachers shall be provided duty free prep time from the time they report to work in the morning until the beginning of the student instructional day. Teachers may

be directed to perform duties during this prep time in emergency situations involving a health and/or safety concern.

**I. Orientation and Training**

The District may provide orientation and/or training to employees when deemed appropriate or necessary in the judgment of the District.

**J. New and Transferring Students**

When a new student is enrolled after the beginning of the school year, The District will provide a minimum of twenty-four (24) hours teacher notification for technology and classroom setup.



**ARTICLE X**

**REDUCTION IN PERSONNEL**

**A. Seniority**

1. Seniority is defined as the length of an employee's continuous full-time service within the District. Such service shall be computed from the first day of employment upon which duties are performed.
2. Seniority credit given to assistants who previously worked for SEDOL prior to the effective date of this Agreement shall not be affected by this definition.
3. Part-time assistants shall receive pro-rata seniority for continuous service on the basis of hours worked based on a seven (7) hour workday and number of days worked per year for the specific category of position computed from the first day of employment upon which duties are performed.
4. Part-time secretaries shall receive pro-rata seniority for continuous service on the basis of hours worked based on a seven and one-half (7.5) hour workday and number of days worked per year for the specific category of position computed from the first day of employment upon which duties are performed.
5. In the event seniority is equal between employees, the following procedure shall be utilized as a tiebreaker:
  - a. Length of continuous service within the category in which the employee is currently working;
  - b. Length of service with the District;
  - c. If still equal, by a drawing of lots.

**B. Seniority List**

By February 1<sup>st</sup> annually, the Board will publish a teacher seniority list that is prepared according to the provisions herein in consultation with the Association. By February 15<sup>th</sup> annually, the Board will publish an educational support staff seniority list that is prepared according to the provisions herein in consultation with the Association. These lists will be posted in the employee's lounge of each building. Each employee shall have fourteen (14) calendar days thereafter to file written objections to his/her ranking. An employee's failure to make a timely objection shall be deemed an acceptance of the ranking, and the employee cannot thereafter challenge his/her seniority until the following school year.

### **C. Discussion of Reduction in Force**

When the Board decides it is necessary to reduce the number of teachers in the District, it shall seek to discuss reduction in staff with the Association prior to taking final action thereon and, where feasible, to provide the Association with an opportunity to suggest alternatives to such reduction-in-staff.

### **D. Teacher RIFs**

#### **1. RIF Notice**

If the number of positions must be reduced, teachers on contractual continued service that are subject to removal shall receive notice by certified mail or personal service at least sixty (60) calendar days before the end of the school term, together with a statement of honorable dismissal and the reason therefore. Probationary teachers who are to receive said notices shall receive them no later than forty-five (45) days before the end of the school term.

A RIF Joint Committee composed of equal representation teacher or union- selected members and equal representation Board-selected members must meet each school year on or before December 1st.

Annually, the District shall establish a Sequence of Dismissal List based on a categorization of each teacher into one or more position for which the teacher is qualified to hold, based upon legal qualifications, endorsements and any other qualification established in a District job description, on or before May 10<sup>th</sup>, prior to the school year during which the sequence of dismissal is determined. Copies of the List shall be distributed to the Association at least seventy-five (75) days before the end of the school term using a key to protect the confidentiality of individuals. The Sequence of Dismissal list may be revised to reflect any summative evaluation for those in Group 1 completed prior to forty-five (45) days before the end of the school year.

Revisions to job descriptions used for determining job categories must be made by May 10<sup>th</sup> of each year. Changes to job descriptions will be reviewed with the ZEA prior to implementation. The foregoing shall not imply that the job descriptions are incorporated into this agreement.

Section 24-12 of the School Code requires that, within each position, the School District must establish four groupings of teachers qualified to hold the position as follows:

- a. Group 1 shall consist of each teacher who is not in contractual continued service and who (i) has not received a performance evaluation rating, (ii) is employed for one school term or less to replace a teacher on leave, or

(iii) is employed on a part-time basis. “Part-time basis” for the purposes of this subsection means a teacher who is employed to teach less than a full-day, teacher workload or less than 5 days of the normal student attendance week, unless otherwise provided for in a collective bargaining agreement between the District and the exclusive representative of the District’s teachers. For the purposes of this Section, a teacher (A) who is employed as a full-time teacher but who actually teaches or is otherwise present and participating in the District’s educational program for less than a school term or (B) who, in the immediately previous school term, was employed on a full-time basis and actually taught or was otherwise present and participated in the District’s educational program for one hundred twenty (120) days or more is not considered employed on a part-time basis;

- b. Group 2 shall consist of each teacher with a “Needs Improvement” or “Unsatisfactory” performance evaluation rating on either of the teacher’s last two performance evaluation ratings;
- c. Group 3 shall consist of each teacher with a performance evaluation rating of at least “Proficient” on both of the teacher’s last two performance evaluation ratings, if two ratings are available, or on the teacher’s last performance evaluation rating, if only one rating is available; and
- d. Group 4 shall consist of each teacher whose last two performance evaluation ratings are “Excellent” as well as each teacher with two “Excellent” performance evaluating ratings out of the teachers’ last three performance evaluation ratings with a third rating of “Satisfactory” or “Proficient”.

Among teachers qualified to hold a position, teachers must be dismissed in the order of their Groups, with teachers in Group 1 dismissed first and teachers in Group 4 dismissed last.

Within Group 1, the sequence is at the discretion of the School District.

Within Group 2, the sequence is based on the average of the performance evaluation ratings received, with the teachers with the lowest average performance evaluation rating dismissed first.

A teacher’s average performance evaluation rating must be calculated using the average of the teacher’s last two performance evaluation ratings, if two ratings are available, or the teacher’s last performance evaluation rating, if only one rating is available. The average is calculated using the following numeric values: 4 for “Excellent”; 3 for “Proficient”; 2 for “Needs Improvement”; and 1 for “Unsatisfactory”. Teachers with the same average performance evaluation rating will be dismissed based on seniority.

Within Groups 3 and 4, the sequence of dismissal is based on seniority.

**E. Reduction In Force-Right To Recall**

If the District has any vacancies for the following school term or within one calendar year from the beginning of the following school term, the positions becoming available must be tendered to the teachers so removed or dismissed who were in Groups 3 or 4 of the Sequence of Honorable Dismissal List and are qualified to hold the positions based on legal qualifications and any other qualifications established in a District job description on or before May 10<sup>th</sup> prior to the date of the positions becoming available. Teachers from Groups 3 or 4 are eligible for recall in reverse order of termination.

Teachers in Group 1 have no recall rights and Group 2 have recall rights as set forth in the Illinois *School Code*.

If a teacher who has been tendered such position fails to respond affirmatively with seven (7) calendar days of receipt of notice of such offer of employment, or within fifteen (15) calendar days after date of mailing, all such rights of recall herein shall be terminated, provided that the teacher shall be licensed to teach the position tendered.

**F. Educational Support Personnel RIFs**

In a reduction in force, educational support personnel employees shall be dismissed in order of seniority within the category of position in which they are currently assigned, provided that assistants in a lower numbered assistant sub-category may bump assistants with less seniority in a higher numbered assistant sub-category and provided further assistants who had been in a lower numbered category in good standing may bump assistants with less seniority in such lower numbered category.

Educational support staff employees shall be ranked by their seniority within the following categories:

Categories of Position

- Assistants
- Nurses
- Clerical

Assistant Sub-Categories

1. Paraprofessionals Assistants
2. Health Assistants
3. Supervisory Assistants (including hall monitors)

In order to be eligible for the above-mentioned bumping rights, the assistant must meet the qualifications for the position within sixty (60) calendar days following the issuance of the sixty (60) day RIF notice which notice caused the position to become available. If it is determined

that the required qualifications are not met, the assistant shall receive a thirty (30) day notice of RIF from the date of such determination.

**ARTICLE XI**

**VACANCIES, TRANSFERS, AND REASSIGNMENTS**

**A. Posting and Notices of Vacancies and New Positions**

The Superintendent or designee shall post notices of vacancies and new positions on the District website. A job description and a statement of minimum qualifications and minimum salary shall accompany such notice. No vacancy except in case of emergency shall be filled on a temporary basis until such vacancy shall have been posted for at least five (5) business days.

**B. Temporary Assignments**

Temporary appointments shall not extend beyond the school semester in which they are made.

**C. Voluntary Transfers**

Any teacher presently on tenure or eligible for continuing contractual status in the coming school term or any non-probationary full-time educational support personnel employee may apply for transfer to another building where a vacancy exists. Such application shall be in writing to the Superintendent or his/her designee. The interests and aspirations of the individual employee shall be considered in all transfers. If the Superintendent or his/her designee denies the request for such transfer, he/she shall set forth his/her reasons for the denial in writing.

**D. Involuntary Transfers and Reassignments**

Once it is known, the Superintendent or his/her designee shall give notification to a teacher or educational support personal employee of a change in his/her assignment for the forthcoming school year prior to the end of the school term.

In the event of an involuntary transfer to another building or reassignment during the summer recess, the staff member shall be notified promptly by communicating to his/her last known address and via email. The staff member shall be offered the opportunity of a conference with the administrator responsible for such change to discuss such change.

In the event of an involuntary transfer or reassignment during the course of the school year, the staff member shall be given notification of the change in writing. The employee shall be offered the opportunity of a conference with the administrator responsible for the change to discuss the change.

Affected staff members shall be given a minimum of two (2) teacher workdays before the change takes effect.

When volunteers are not obtainable, such changes shall be made on the basis of teacher licensure and will consider District seniority (least seniority to most seniority), with staff on the retirement

track considered last. Involuntary transfers and reassignments shall not be for punitive reasons. The reason(s) for such change shall be provided.

If an opening occurs before the start of the next school year in the previous assignment or building from which the staff member was involuntarily transferred, the affected staff member will be given first consideration in the following year to return to the previous assignment or building. If the request is denied, the reason(s) shall be provided in writing.

Before finalizing an involuntary transfer of a staff member, the Superintendent or designee shall send an email to staff requesting volunteers for the assignment and, if a qualified staff member volunteers within forty-eight (48) hours of the email being sent, then the Superintendent or his/her designee shall first consider such volunteer(s) before involuntarily transferring a staff member provided such volunteer(s) shall be fully qualified and able to fulfill the other aspects of the position, including level of experience, educational achievements and other qualities as described in the job description for the position and the District's evaluation plan. Such volunteers will also be given first consideration to return to the previous building for the following year.

Any staff member being involuntarily transferred or reassigned shall be given consideration of available vacancies needing to be filled before a decision is finalized.

## **E. Change of Assignment**

### **1. Teachers**

Once it is known, the Superintendent or his/her designee shall give notification to a teacher of a change in his/her grade level or departmental assignment for the forthcoming school year prior to the end of the school term.

In the event of a change in such assignment during the summer recess, the teacher shall be notified promptly by communicating to his/her last known address and via email. The teacher shall be offered the opportunity of a conference to discuss such change. Changes in assignment shall not be for punitive reasons. The reason(s) for such change or transfer shall be provided. If an opening occurs before the start of the next school year in the teacher's previous assignment, the affected teacher will be given consideration in the following year to allow that teacher to return to the previous assignment.

The Superintendent or his/her designee shall first consider a volunteer before changing a teaching assignment provided such volunteer shall be fully qualified and able to fulfill the other aspects of the position, including level of experience, educational achievements and other qualities as described in the job description for the position and the District's evaluation plan. Before finalizing a change of assignment for a teacher, the Superintendent or designee shall send an email to staff requesting volunteers for the assignment and, if a qualified teacher

volunteers within forty-eight (48) hours of the email being sent, such volunteer shall be first considered before a change of assignment occurs.

2. Assistants

In the event of a change in assignment or job category, the assistant will be notified promptly. The assistant shall be offered the opportunity of a conference to discuss such change. The reason(s) for such change or transfer shall be provided.

Changes in assignment shall not be for punitive reasons. The reason(s) for such change or transfer shall be provided.

Where possible the Superintendent or his/her designee shall first seek a volunteer before involuntarily transferring an assistant provided such volunteer shall be fully qualified.



**ARTICLE XIIA**

**TEACHER EVALUATION**

**A. Board-Association Evaluation Committee**

A committee made up of Board and Association members shall meet at least twice a year for the purposes of reviewing the teacher evaluation plan. The committee shall consider and provide recommendations regarding any amendments to the evaluation plan.

**B. Evaluation Objective and Student Growth Component**

The parties agree that the primary objective of teacher evaluation is to improve the quality of instruction. The parties recognize the importance and value of a procedure for assisting and evaluating the progress and success of all teachers. 70% of a teacher's summative evaluation rating will be based on the teacher's professional practice components of the Teacher Evaluation Process and 30% will be based on the student growth components.

**C. Evaluators**

The administration shall designate the person or persons who shall be responsible for the evaluation of teachers. This shall typically be the building principal and/or a member of the administrative staff. A list of qualified evaluators shall be given each year to the Association and such evaluators shall hold a Professional Educator License (PEL) with the appropriate endorsement required for evaluators and be a non-ZEA member.

**D. Notification of Teacher Evaluation Process**

For new teachers, the Teacher Evaluation Process will be explained during orientation in August. An individual conference will be held with the evaluator and each teacher to review the Teacher Evaluation Tool by the end of the 2<sup>nd</sup> week of the school term for the first and second year probationary teachers, by the end of the 4<sup>th</sup> week of the school term for 3<sup>rd</sup> and 4<sup>th</sup> year probationary teachers, and for tenured teachers in their assessment year by the end of the 8<sup>th</sup> week of the school term. No formal evaluation shall take place until such conference has been held.

**E. Assistance**

The building principal or his/her designated administrative staff member shall provide every effort to assist the teacher in the classroom to improve the quality of teaching and to eliminate difficulties noted in the evaluation.

**F. Amendments to the Evaluation Plan**

There shall be no amendments to the Evaluation Plan without referral to an ongoing Board-Association evaluation committee for consideration and recommendations. In addition, changes

to the teacher evaluation process are subject to requirements of the Performance Evaluation Reform Act of 2010 (PERA).

**G. Consulting Teacher For Teacher on Remediation Plan**

Consulting Teacher shall be paid: \$250; mileage for required travel (not including to and from residence of consulting teacher); up to seven (7) days of released time for necessary consulting duties.

**ARTICLE XII B**

**DISMISSAL AND DISCIPLINE**

**A. Dismissal of Probationary Teachers (Non-RIF)**

First/Second/Third year probationary teachers shall be given notice of non-renewal. Fourth year probationary teachers shall be given notice of termination stating the reason(s) for dismissal and shall, upon written request, be afforded an opportunity to appear before the Board, with or without counsel, to present such information or witnesses as he/she desires. The appearance shall be at a closed session at the option of either the teacher or the Board. The teacher shall have the right to cross-examine any witnesses appearing for the Board and the Board shall have the right to cross-examine any witnesses appearing for the teacher. Nothing in this section shall be construed as to impose any burden or standard of proof with respect to such termination or to imply any obligation or restriction upon the Board not otherwise imposed by the statutes of the State of Illinois or the United States. The Board and the administration may present evidence not previously recorded in the teacher's personnel file, provided that such notice is made known to the teacher prior to notification of the discharge, demotion, or other involuntary changes in employment status. The Board or its agents shall be able to rebut or refute information put forward by the teacher or his/her representative. This section shall not be applicable to any termination due to reduction-in-force or curtailment of program.

**B. Dismissal Procedures - Probationary Teacher**

In all cases where the Superintendent or designee is considering not recommending a probationary teacher for continued employment, the affected teacher shall be so advised seven (7) calendar days prior to the meeting of the Board at which such recommendation shall be made. At the teacher's request, he/she shall have a conference with the Superintendent or designee prior to such Board meeting to review the reasons for such recommendations. A representative of the Association may accompany the teacher at such conference.

**C. Documentation of Dismissal Justification**

Upon request, the Association shall receive a copy of all documented administrative interventions that were put in place to help support the teacher with growth and improvement (such as mentoring program, trainings, coaching, etc.).

**D. Association Notice of Termination**

The Association shall receive a copy of notification of termination of any teacher upon the request of that teacher.

**E. Conflict with *School Code***

Any hearing regarding discharge, demotion, or other involuntary changes in the employment status of any teacher shall not abrogate rights guaranteed by tenure rights in the *School Code*.

**F. Non-Applicability to RIF**

Nothing in this article shall be construed as to apply to the dismissal or non-retention of any employee because of a decrease in the number of employees employed or in the discontinuance of some particular type of teaching or other service or program.

**G. Dismissal of Assistants (Non-RIF)**

Each assistant shall serve a probationary period of seventy-five (75) workdays after which such assistant may be dismissed only for just cause or as a result of a reduction in force. The assistant and the Association shall be given the reasons for the dismissal in writing. Any assistant who has been employed as an assistant for the seventy-five (75) workdays on the date of execution of this Agreement shall be considered to have served such probationary period.

**H. Suspension Without Pay**

Except in the case of a suspension preceding a tenure teacher causal dismissal under Article 24 of the *School Code*, no employee shall be suspended without pay without just cause.

**ARTICLE XIII**

**STUDENT TEACHING PROGRAM ASSISTANCE**

**A. Qualifications of Supervising Teacher**

A supervising teacher shall meet the requirements of the university.

**B. Acceptance of Student Teacher Supervision**

Acceptance of student teacher supervision shall be voluntary - teachers shall have the right to accept or reject such supervision.

**C. Prohibition on Substitution**

No student teacher shall be used as a substitute teacher.

**D. Tuition Vouchers and Credits**

If the sending teacher institution shall provide complimentary tuition vouchers or credits to supervising teachers, such shall be given to the supervising teacher.

**ARTICLE XIV**

**PUPIL DISCIPLINE**

**A. Employee Responsibility**

An employee shall be responsible for maintaining discipline and order in his/her presence, in the school building and on the school grounds. The Board also recognizes its responsibility to give reasonable support and assistance to the employee with respect to maintenance of control and discipline.

**B. Disciplinary Referrals**

Before discipline referrals are made to administrators, the employee shall be responsible for giving the student fair warning and clear and explicit instructions of what behavior is expected.

**C. Exclusion from Class**

1. Teacher may exclude a pupil from a class period when the grossness of an offense, the persistence of the behavior, or the disruptive effect of any violation makes the continued presence of the pupil in the classroom intolerable.
2. When a pupil is so excluded by a teacher, the teacher shall provide for the student to get from the classroom to the building administrative office, and the problem shall be referred for solution to the building principal or his/her designee.
3. The building principal or his/her designee shall take appropriate action seeking to solve the discipline problem. Should his/her decision include the re-admittance of the pupil to class, the teacher shall be notified of the conditions under which re-admittance is granted.
4. If the disobedience or misconduct continues or the pupil does not meet the conditions for re-admittance, the pupil will be referred to the student support service team to determine the future education of the pupil. For this purpose, the following staff and administrators shall be invited to participate on the student support service team: the building principal or administrator designee, the classroom teacher(s), a social worker or psychologist, and any other teacher who has knowledge of the pupil's behavior resulting in the pupil's exclusion from the class.

**D. Disciplinary Committee**

The Association shall be included in the membership of any committee created by the Board of Education pursuant to law to establish or review the pupil discipline policy.

**ARTICLE XV**

**LEAVES**

**A. Sick Leave**

Each employee (who works the equivalent of 50% or more full-time equivalent) shall be entitled to a total of fourteen (14) sick leave days with full pay per school term. Such sick leave shall accumulate without limit. Educational support personnel employees who are scheduled to work less than 3.5 hours each school day, upon beginning their sixth year of service in the District, shall be entitled to two (2) sick leave days per year equivalent to the hours worked, which shall not accumulate. Such leave shall be interpreted to mean personal illness, quarantine at home, serious illness or death in the immediate family or household, or birth, adoption, or placement for adoption. The immediate family for purposes of this section shall include: parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians. Sick leave shall not be applicable to surgical or other procedures which may be postponed without significant medical effect to the summer or a school holiday or a vacation period. Serious illness shall be defined as that which jeopardizes the life of the family member or a medical emergency which confronts the family member.

Pursuant to the *Illinois School Code*, the employee may use up to thirty (30) accumulated sick leave days because of the birth of a child without submitting medical certification. These thirty (30) days must be used consecutively when used for birth except that the right to use such days will not be diminished by intervening breaks (winter/spring/summer recess) or holidays.

For use of accumulated sick leave for adoption or foster care, the employee shall provide evidence that the formal process is underway. Sick leave used for this purpose is limited to thirty (30) working days but need not be used consecutively.

After an employee is absent for three (3) or more consecutive workdays, the District may require completion of a medical certification form (comparable to that used for FMLA leaves) from the employee's physician as a basis for pay. The District may also require a physician's note or medical certification as specified above to demonstrate fitness for duty to return to work. The District reserves the right to discipline any employee who is determined to have misused sick leave.

**B. Personal Leave**

Superintendent or designee shall grant an eligible full-time employee three (3) days annually to attend to religious, personal, moral or business matters, which cannot ordinarily be attended to while school is in session. No more than two (2) consecutive days can be used. Unused personal leave shall accumulate as sick leave.

Educational support personnel employees who are scheduled to work less than three and a half (3.5) hours each school day, upon beginning their 6<sup>th</sup> year of service in the District, shall be

entitled to one (1) personal leave day per year equivalent to the hours worked. **Application for such leave shall be in writing in advance except in serious emergencies where approval shall be granted after the event.**

Such leave shall not be granted during the first five (5) or last five (5) days of the school term or immediately preceding or following a legal holiday or school recess, except in the case of:

- a. an emergency to be explained by the employee,
- b. observance of a recognized religious holiday of the employee's faith,
- c. to transport children of the employee to and from college,
- d. to attend weddings of the immediate family,
- e. to appear in court or if a party to litigation not adverse to the District, or
- f. to attend an employee's child's high school or college graduation.

Personal Leave shall not be applicable to work stoppage.

#### **C. Employee Assaults**

If the employee is assaulted while acting in the course of his/her employment pursuant to Board policy or is injured due to negligence of the Board, he/she shall suffer no loss of salary or deduction of sick leaves because of inability to perform his/her duties as a consequence of such assault provided that the employee shall reimburse the Board for the salary paid during this period from the proceeds of any Workers' Compensation award or other judgments, settlements, or of salary paid. This paragraph shall cease to apply at such date as the employee shall become eligible for disability benefits under the appropriate retirement system.

#### **D. Conferences**

Employees may be granted leave at full pay to attend conferences, meetings, or workshops, or participate in visitation programs, upon approval of the Superintendent or designee. Application for such leave shall, where feasible, be submitted at least fourteen (14) calendar days before the leave commences.

#### **E. Jury Leave**

The Board shall pay the regular salary to employees called to serve as jurists or subpoenaed to appear before a legal or legislative panel as witnesses reduced by the amount of compensation received by the employees for such service. Employees on such service shall make every effort to meet their classes when their services are not required.



## **F. Bereavement Leave**

Employees shall be entitled to up to two (2) days of leave per year with pay to attend the funeral of an immediate family member as defined in Paragraph A of this Article, a close friend, or a relative not listed in Paragraph A of this Article. This leave shall not accumulate. Requests for such leave shall be made in advance using the District's online absence system except in serious emergencies where approval shall be granted after the event.

Employees may also be eligible for ten (10) workdays of unpaid leave for the death of a family member pursuant to the Illinois *Family Bereavement Leave Act* ("FBLA"). Employees may use the two (2) aforementioned bereavement days and up to eight (8) accumulated sick leave days during the FBLA leave or, if the employee has already utilized his/her two (2) bereavement days, up to ten (10) sick leave days during the FBLA leave.

## **G. Sick Leave Donation**

Employees who have exhausted available sick leave and personal leave shall be permitted to request a donation of sick leave or personal leave from other employees on a form approved by the District. Such requests shall be limited to use for a catastrophic, prolonged personal illness. The District shall establish rules and regulations for such donation. The granting or denying of some or all of a donation request shall be within the sole discretion of the District. The approval or denial of a sick leave donation shall not be subject to the grievance procedure as it is within the sole discretion of the District.

## **H. Family and Medical Leave Act Leave**

Board policy. 5:185, regarding Family and Medical Leave shall be incorporated herein by reference. To the extent there is a conflict between the provisions in this Section H and Board policy 5:185, the provisions of this Section H shall take precedence. The *Family and Medical Leave Act* (FMLA) defines a "son or daughter" to include a biological child, adopted child, foster child, stepchild and a legal ward. Such policy shall include among its provisions:

1. If the reason for the employee's FMLA leave is due to a reason for which sick leave may be used as defined by the Illinois *School Code*, then the employee shall be required to utilize his/her accumulated sick leave and such use of sick leave shall run concurrently with the FMLA leave.
2. Leave for Pregnancy or Birth: Generally, eligible employees are entitled to FMLA leave for the birth of their child as follows:
  - e. Both the mother and father are entitled to FMLA leave for the birth of their child; both the mother and father are entitled to FMLA leave to be with the healthy newborn child (*i.e.*, bonding time) during the 12-month period beginning on the date of birth. An employee's entitlement to

FMLA leave for a birth expires at the end of the 12-month period beginning on the date of the birth.

- f. Under this section, both the mother and father are entitled to FMLA leave even if the newborn does not have a serious health condition.
  - g. A husband and wife who are eligible for FMLA leave and are employed by the same covered employer may be limited to a combined total of twelve (12) weeks of leave during any 12-month period if the leave is taken for birth of the employee's son or daughter or to care for the child after birth, for placement of a son or daughter with the employee for adoption or foster care or to care for the child after placement, or to care for the employee's parent with a serious health condition.
  - h. The mother is entitled to FMLA leave for incapacity due to pregnancy, for prenatal care, or for her own serious health condition following the birth of the child. Circumstances may require that FMLA leave begin before the actual date of birth of a child. An expectant mother may take FMLA leave before the birth of the child for prenatal care or if her condition makes her unable to work. The mother is entitled to leave for incapacity due to pregnancy even though she does not receive treatment from a health care provider during the absence, and even if the absence does not last for more than three consecutive calendar days. For example, a pregnant employee may be unable to report to work because of severe morning sickness.
  - i. The husband is entitled to FMLA leave if needed to care for his pregnant spouse who is incapacitated or if needed to care for her during her prenatal care, or if needed to care for the spouse following the birth of a child if the spouse has a serious health condition.
  - j. Both the mother and father are entitled to FMLA leave if needed to care for a child with a serious health condition if the applicable requirements of the regulation are met. Thus, spouses may each take twelve (12) weeks of FMLA leave if needed to care for their newborn child with a serious health condition, even if both are employed by the same employer, provided they have not exhausted their entitlements during the applicable 12-month FMLA leave period.
  - k. For purposes of this section, FMLA that is requested in connection with pregnancy or birth shall comply with the employee's entitlement as prescribed in the governing federal regulation.
3. The District shall compute FMLA leave based upon a rolling twelve (12) month year.

## **I. Unpaid Leaves of Absence**

Employees may be eligible for unpaid leaves of absence for any of the following reasons, subject to the general conditions for leave (Section XV.J below) and any other specific conditions which may apply as set forth in the following subparagraphs I.1, 2, 3, 4, 5, and 6 below:

### **1. Maternity/Child-Rearing/Adoption Leave**

Assistants and secretaries with five (5) or more years of service in the District and tenured teachers shall be eligible for a maternity/child-rearing/adoption leave. Maternity/child-rearing/adoption leave means a leave of absence without pay used for the birth or adoption of the employee's child, which may be combined with a period of time immediately following said birth or adoption for purposes of child rearing. An employee not eligible for or not desiring maternity/child rearing/adoption leave may utilize accumulated sick leave during any period of illness related to his/her pregnancy and or to the delivery of the child.

The employee shall advise the Superintendent or his/her designee of the fact of pregnancy no later than the fifth month of pregnancy and shall provide a written statement from the obstetrician indicating the expected date of delivery. Anything in this Article to the contrary notwithstanding, the leave shall commence on the date of delivery or the date on which the employee is unable to continue to work, whichever shall first occur. An employee shall not be entitled to a second leave without first returning to full-time employment for at least one (1) full school year.

A male employee shall be entitled to a leave of absence under this section subject to all of the applicable conditions and requirements of this section and the general conditions for leaves. Eligibility for such leave shall arise upon the anticipated birth of a child which the employee has fathered or upon his adoption of a child.

A leave of absence under this section by an employee who shall adopt a child shall likewise qualify for maternity/child rearing leave as herein before set forth, except that the initial notice to the Superintendent shall be given upon the making of application for adoption.

### **2. Sabbatical Leave**

Sabbatical Leave may be granted to qualified teachers who shall apply in writing to the Superintendent or his/her designee. Such sabbatical leave shall be consistent with and in accordance with the terms of the *School Code*.

3. Professional Growth

A leave of absence of up to two (2) years may be granted to any tenured teacher for the purposes of exchange or foreign teaching, Teacher Corps, Job Corps, Peace Corps, advanced study (one year), or other activities likely to enhance the abilities of the teacher to serve the District.

4. Military Leave

Military leave will be granted to any employee who is actively involved in, or whose spouse is actively involved in, military service in any branch of the armed forces of the United States, including annual training for inactive duty, whether voluntary or involuntary. Upon return from such leave, and where eligible for reemployment pursuant to the Uniformed Services Employment and Reemployment Rights Act, an employee will be offered reemployment and paid a salary at the level which he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence in accordance with state and federal laws. He/She shall maintain tenure, accumulated sick leave, and all other accrued benefits provided in this Agreement, as and when required by the state and federal law.

Each employee who is a member of any reserve component of the United States Armed Forces or of any reserve component of the Illinois State Militia on military leave and actively involved in military service, including annual training, basic training, or special and advanced training, will receive his/her regular salary minus that which he/she shall receive from the government for each school day spent in government service, for that period of time defined and required by federal and state law.

5. Association Leave for Officer or Staff Member of NEA or IEA

A leave of absence of up to three (3) years may be granted to any employee upon application, for the purpose of serving as an officer of the Association or as a staff member of the Illinois Education Association or the National Education Association.

6. General Unpaid Leave

An employee may request a general unpaid leave of absence for a purpose deemed appropriate by the Board subject to any conditions required by the Board and the approval of the Board. The granting or denying of such leave request shall be within the sole discretion of the Board except that such discretion shall be exercised reasonably.

**J. General Conditions for Leaves of Absence**

Unless otherwise set forth in this Agreement, any leave of absence granted by the Board for the reasons stated in Paragraph I above is subject to the following general terms and conditions:

1. Time-Lines for Requesting Leaves

Application for an unpaid leave shall be made in writing to the Superintendent or designee at least ninety (90) calendar days prior to the proposed start of the leave or, if the leave is to begin following the end of the school year, by March 1<sup>st</sup> of the preceding school year. An emergency request for an unpaid leave of absence may be submitted with as much advance notice as possible under the circumstances. The application shall indicate the requested starting and ending dates of the leave and the basis for the emergency.

2. Medical Substantiation

Any request for a leave based upon personal medical reasons shall be accompanied by a physician's statement indicating the nature, anticipated extent, and duration of medical disability. Evidence from a qualified physician indicating the employee's ability to perform all assigned duties shall be submitted within a reasonable time prior to the return of any employee on an unpaid leave for personal medical reasons.

3. Structuring of Leave

After consultation with the employee, the Superintendent or designee shall prepare a plan for the commencement and termination of any leave of absence recommended for approval, taking into consideration maintenance of continuity of the related District program, medical factors if relevant, duration of the leave requested, availability of substitutes and other pertinent time factors related to the request. The primary consideration shall be that continuity of instruction for the students be maintained to the maximum possible degree. All leaves, which commence during the summer recess, shall begin July 1<sup>st</sup>.

Unless expressly agreed otherwise, leaves shall be for one (1) school year. For leaves that begin during a school year, in no event shall the leave exceed the balance of the school year in which it is commenced and one (1) additional school year. Every effort shall be made to have leaves terminate immediately prior to the start of a new school year. Such leaves shall commence upon 1) the date agreed upon by the Superintendent or designee and the teacher; or 2) the actual date of disability, whichever shall first occur.

4. Sick Leave

Sick leave shall not be applicable during the period of any leave. Any accumulated sick leave available at the commencement of the leave shall be available to the teacher upon return to employment in the District.

5. Eligibility for Annual Salary Increase

For the purposes of being eligible for an annual salary increase, a teacher employed for one hundred twenty (120) days or more shall be eligible for an annual salary increase as though the entire year had been completed. This shall also apply to educational support personnel employees covered by this Agreement.

6. Insurance Benefits and FMLA

With the consent of the carrier, an employee on an unpaid leave of absence may maintain insurance benefits by making timely payment of all premiums which may be due to the Business Office or elsewhere pursuant to its direction.

Consistent with the *Family Medical Leave Act*, an employee taking an FMLA leave may maintain insurance benefits pursuant to the *Act* and District policy.

7. Notice of Intent to Return

In all cases where an employee shall be granted a leave of absence of more than one hundred eighty (180) calendar days, as a condition thereof, the employee shall advise the Superintendent or designee in writing no later than March 1<sup>st</sup> of the year prior to the year of return that the employee intends to return to full employment at the termination of such leave.

Failure to so advise the Superintendent or designee shall be treated as a notification of election not to return to employment and as a resignation from the District.

8. Non-Tenured Teachers

A leave may be granted to a non-tenured teacher by action of the Board, subject to all the conditions applicable to a tenured teacher, provided the period of time of such leave and any year of employment which shall be less than an entire school term shall not be considered in computing full-time employment under section 24-11 of the *School Code* for purposes of the continuous employment necessary to attain contractual continued service status. A non-tenured teacher granted such leave shall thereafter be employed as a full-time teacher for the full consecutive period of time required by Section 24-11 of the *School Code* before being eligible for tenure.

9. Board Discretion

Notwithstanding the general conditions set forth above, the Board retains the sole discretion to grant or extend any discretionary unpaid leave of absence

under any conditions deemed appropriate. The Board may require substantiation that conditions have been met during the leave as a condition for the leave. Such discretion shall not be exercised in an arbitrary or unreasonable manner.

10. Non-Precedential Nature of Leaves

The granting or denying of any leave shall not constitute a precedent for the granting or denying of any other leave request, but each request will be judged upon its own merits. The denial of any leave shall not be grievable hereunder unless there has otherwise been a violation or misapplication of this Agreement.

**ARTICLE XVI**

**LABOR MANAGEMENT RELATIONS COMMITTEE**

**A. District Labor Management Relations Committee (DLMRC)**

The parties shall organize a District Labor Management Relations Committee (DLMRC) designed to serve as a vehicle for informal resolution of labor management concerns as such concerns may arise before, during or after the ratification of any collectively bargained agreements. By participating in committee discussions, neither party waives its right to engage in formal collective bargaining or to declare any issue non-negotiable within the meaning of the Illinois Educational Labor Relations Act as interpreted by IELRB rules, regulations or decisions of judicial interpretations thereof, unless such party agrees to such waiver in writing.

**B. Impact Bargaining**

Items that the Association deems of sufficient import to be usually needing impact bargaining shall be so indicated in a meeting of the DLMRC called by the Association or agreed to by the two constituencies. Impact bargaining items decided upon need ratification by the Board and, at least, the full executive committee of the Association.

Either the Association Executive Board or the Board of Education or Administration may call a DLMRC meeting to be held at a mutually agreed upon date and time. No later than five (5) school days after the date and time of the meeting has been agreed upon, each party shall provide the other party with a descriptive agenda which reviews the items to be discussed at the meeting. **There shall be no less than one (1) DLMRC meeting each semester.**

Without any compromise to the grievance procedure, the DLMRC may attempt to mediate grievances brought before it by an employee or group of employees. When using the venue of the DLMRC, the usual time frames of the grievance procedure shall be held in abeyance, providing the initiation of the appeal to the DLMRC has been made in a timely manner and in writing, according to contract specifications relative to the event, or when the grievant(s) reasonably had knowledge of such event alleged as cause of any grievance. If mediation of a grievance (as defined by a collective bargaining agreement) fails, the Association reserves its right to process a timely filed grievance and to submit such grievance to a binding grievance arbitration. If the parties agree, grievances may be processed directly to arbitration if the committee resolution process fails. No settlement offers of mediated grievances shall be admissible at any arbitration, but both parties are free to stipulate to any other facts or positions taken at the arbitration.

**C. Process of the Committee**

The committee shall be free to choose the best appropriate process for dealing with business, the level(s) of formality, and so forth, mindful of various models available.



**D. Building Communications Vehicle**

In each building, the Principal and the Association Building Representative(s) shall periodically, but not less than once each month during the school term, meet to discuss matters which in the opinion of either party impact on the smooth operation of the building. Advisory resources may be at meetings, as each party deems necessary.

The purpose of the meeting(s) is to discuss mutual interest and/or to develop solutions or resolutions within a reasonable specified amount of time of any problem or concerns that are brought to the meeting by either party. If a solution or resolution of a problem or concern cannot be achieved, then either party may refer the problem or concern to the DLMRC. The solution or resolution of any problem or concern may be reported to the Association President and the District Superintendent.

**E. Composition of the Committee**

The committee shall consist of ten (10) members, five (5) selected by the Board and five (5) by the Association. Among those for the Board shall be the Superintendent and two (2) Board members, one of whom shall have been a participant in the negotiations for the current contract. For the Association, the President shall be a member and one other person who participated in negotiations for the current contract. Each relevant party from its constituency shall choose the remaining members. Alternates from the constituencies shall be provided in the event a member cannot attend a scheduled meeting. Advisory resources may be used at meetings, as each party deems necessary.

**F. Scope and Purpose of the Committee**

The items for committee business shall include, but not be limited to, the following subjects: time and support for teachers, secretaries and assistants, proposals for contract modifications, points of contract interpretations, deployment of District programs not covered by contractual provisions, and such items considered necessary to a smooth regulation of matters affecting salaries, stipends, and all conditions of employment.

The purpose is to mediate any perceived difficulties of employees in the District and, if possible, to expedite solutions enforceable with the mutual concurrence of the Board and the Association. Each side retains its right to determine ratification, if any, of decisions and recommendations developed by the DLMRC. By mutual agreement these decisions may become binding and reflected in memoranda of understanding attached to the contract, provided such have majority acceptance by both sides.

**ARTICLE XVII**

**COMPENSATION**

**A. Teacher Compensation**

1. Starting Salary

Newly hired teachers will be offered a starting salary in accordance with the applicable hiring matrix in Appendix A. Graduate hours towards a non-educational degree will not be utilized for placement on a lane of the hiring matrix.

The District shall grant a year of credit on the hiring matrix for each year of past full-time teaching experience. Past years of part-time service shall not be considered for credit on the hiring matrix.

Absent a clerical error, salary matrix placement decisions are unchangeable once agreed upon between the new hire and the Superintendent/designee prior to Board approval.

2. Annual Salary Increase

Annual salaries for teachers shall be based on a 180-workday calendar adopted by the Board. Teachers not participating in the retirement plan will receive the following annual increases over their prior year's base salary for the duration of this Agreement:

2023-2024:	4.5%
2024-2025:	4.5%
2025-2026:	4.5%
2026-2027:	4.5%

3. Salary Increase for Continuing Education

See Section H of this Article for requirements and approval procedures. In addition to the annual salary increase set forth in Section 1 above, teachers who earn credits towards or beyond a Master's Degree will be eligible for the following salary increases:

4% increase for a lane movement based on the following lanes:

BA	MA
BA+15	MA+16
BA+24	MA+24
	MA+30
	MA+48

## MA+60

Teachers will be permitted to make two (2) lane movements per year, but the move can be across multiple lanes if the teacher completed enough credits in the year. (Example: Teacher takes enough credits to move from MA+16 to MA+30, passing by MA+24. Such teacher will receive an 8% increase for moving two lanes in one year). Current employees, as of the 2022-2023 school year, who are eligible to move to the MA+48 or MA+60 lane, will be adjusted for the 2023-2024 school year. There will be no retroactive pay for these lane movements.

### 4. Pay Adjustments for Additional Work Days

Any teacher who shall be compelled to work more or less than the normal school year as prescribed shall have his/her pay adjusted at the rate of 1/180th of his/her annual salary for each such day. If the adjustment is for less than a full day, the foregoing amount (1/180th of his/her annual salary) shall be multiplied by 1/7th for each hour or fraction thereof.

### 5. Extra-Curricular Pay

Extra-curricular pay for employees shall be based on the Extra Curricular Schedule attached as Appendix B.

The District may use non-employee volunteers to assist employee coaches or sponsors. Such volunteers will not displace employees from paid extra-curricular opportunities set forth on Appendix B.

### 6. Salary Due To Teacher Not Returning

Any balance in the Board's contractual salary due to a teacher not returning to the District at the Board's request or by reason of retirement shall be paid on the last day of the school term unless otherwise provided by written consent of the teacher. Any teacher who is leaving the District of his/her own volition may request that monies due be paid in one lump sum not later than July 1<sup>st</sup>.

### 7. Teacher Retirement

#### a. TRS

The salaries listed on the hiring matrixes set forth in Appendix A include the amount required to be paid to TRS on behalf of the teacher. Accordingly, the Board shall remit for each teacher the current required contribution of the amount due to TRS by such teacher and any extra duty pay to the Illinois Teachers' Retirement System to be applied for the retirement account of such teacher. It is the intent of the parties by this Agreement to qualify these payments as employer payments under Section 414(h) of the Internal Revenue Code. The teachers have no right

or claim to the fund so remitted except as they may subsequently become available upon retirement or resignation from the Illinois Teachers' Retirement System.

The balance of the salary amount due each teacher after the TRS contribution is remitted shall be payable to the teacher as salary installments as otherwise provided herein, provided the Board shall deduct therefrom all monies as required by law or as authorized by the teacher pursuant to this Agreement, or as otherwise authorized by the Board. Such withholding shall include any and all additional amounts required to be paid to the Illinois Teachers' Retirement System for the account of such teacher.

b. Indemnification

If the Internal Revenue Service and/or a court of competent jurisdiction shall determine that the payment of the employee retirement by the Board as provided herein does not render such amount excludable from the gross income of teachers, the Board shall promptly institute full withholding of Federal and State taxes due from Board-paid retirement, provided that if the Internal Revenue Service or a Court of competent jurisdiction shall determine that the payments of Board-paid retirement would be excludable from gross income if they are in addition to the teacher's salary rather than included in the teacher's salary, then as soon as the same may be reasonably effectuated, the teacher's salary shall be reduced by the amount of compensation to be paid by the Board to the Illinois Teachers' Retirement System in addition to the salary, and provided further that in such latter event the total amount of compensation to be paid by the Board to each teacher (including Board-Paid retirement) shall not exceed the amount provided for herein pursuant to the hiring matrixes in Appendix A and any subsequent annual salary increases provided to the teacher.

**B. Education Support Staff Compensation**

1. Starting Salary

Newly hired clerical staff, paraprofessionals, supervisory aides, nurses, and health assistants will be offered a starting salary in accordance with the applicable hiring matrix in Appendix A.

The District shall grant a year of credit on the hiring matrix for each year of past full-time relevant experience. Past years of part-time service shall not be considered for credit on the hiring matrix.

Absent a clerical error, salary matrix placement decisions are unchangeable once

agreed upon between the new hire and the Superintendent/designee prior to Board approval.

2. Annual Salary Increase

Educational support staff employees will receive the following annual increases over their prior year's base salary for the duration of this Agreement:

<u>Clerical Staff:</u>	2023-2024	4.5%
	2024-2025	4.5%
	2025-2026	4.5%
	2026-2027	4.5%

The above salary increase will be in addition to any longevity payment for which the employee is eligible.

<u>Paraprofessionals:</u>	2023-2024	4.5%
	2024-2025	4.5%
	2025-2026	4.5%
	2026-2027	4.5%

The above salary increase will be in addition to any longevity payment for which the employee is eligible.

<u>Supervisory Aides:</u>	2023-2024	4.5%
	2024-2025	4.5%
	2025-2026	4.5%
	2026-2027	4.5%

The above salary increase will be in addition to any longevity payment for which the employee is eligible.

<u>Nurses:</u>	2023-2024	4.5%
	2024-2025	4.5%
	2025-2026	4.5%
	2026-2027	4.5%

The above salary increase will be in addition to any longevity payment for which the employee is eligible.

<u>Health Assistants:</u>	2023-2024	4.5%, or new starting salary, whichever is higher.
	2024-2025	4.5%
	2025-2026	4.5%
	2026-2027	4.5%

The above salary increase will be in addition to any longevity payment for which the employee is eligible.

3. Extra-Curricular Pay

Extra-curricular pay for employees shall be based on the Extra Curricular Schedule attached as Appendix B.

The District may use non-employee volunteers to assist employee coaches or sponsors. Such volunteers will not displace employees from paid extra-curricular opportunities set forth on Appendix B.

4. IMRF

The Board shall pick up and pay out of the employee's earned compensation his/her contribution to the Illinois Municipal Retirement Fund (IMRF). Contributions so picked up shall be treated as employer contributions in determining tax treatment under Section 414(h) of the Internal Revenue Code.

5. Paraprofessional Supervision

Any paraprofessional that supervises a class for more than fifteen (15) minutes without a licensed educator physically present in the room shall be compensated at an additional \$5/hour.

**C. Employee Pay Dates and Payroll Deductions**

1. Pay Date

Pay dates shall be every other Friday, beginning no later than the first Friday of September, on a twenty-six (26) payments per full school year schedule. There shall not be an option to pay Employees their summer period salary in a lump sum at the end of the school year. Employees who were employed with the District prior to the 2019-2020 school year and who had selected the option of receiving twenty-two (22) payments per full school year shall be permitted to remain on such payment schedule until they either separate from the District or they choose to move to the twenty-six (26) payments per full school year schedule. Regardless of which payment schedule Employees are on, Employees leaving the District's employment shall receive the balance of their remaining pay on the first pay date following the last day of employment.

2. Alternate Pay Dates

If a regular pay date during the school term falls on a day when school is not in session, teachers shall receive pay on the last day of school session. During the summer period, checks shall be mailed on the regular pay date to the designated address of the employee.

Notwithstanding the foregoing, if the schools are officially closed by the Superintendent because of an emergency and such closing falls upon a scheduled pay date, the salary payment shall be made on the next date that school is in session.

3. Payroll Deductions

Payroll deductions shall be made for the following:

- a. Association dues;
- b. Wisconsin withholding tax;
- c. Insurance beyond the normal allotment; and
- d. Other deductions legally required.

Other deductions shall be made with the agreement of the employee and the Board.

**D. Cafeteria Plan**

1. Cafeteria Plan

Each full-time employee who elects to participate in the School District's Cafeteria Plan will be entitled to choose from the following benefits with payments for such benefits made on a pre-tax basis as a salary reduction to the extent not paid for by the Board pursuant to Section D.1 of this Article:

- a. Premiums for health/major medical insurance for individual or dependency coverage if the employee qualifies, therefore.
- b. Premiums for dental insurance offered by the Board if the employee qualifies, therefore.
- c. Premiums for term life insurance offered by the Board if the employee qualifies, therefore.
- d. Unreimbursed medical expenses (flexible spending account).
- e. Dependent care expenses (flexible spending account).

Teachers employed less than full-time or less than a full year will receive such allotment on a pro rata basis based upon a full-time 180-day school calendar.

Educational support personnel employees employed less than full-time but at least three and one-half (3.5) or more hours per day will receive such allotment

on a pro-rata basis based upon a seven (7) hour day. Educational support personnel employees employed for less than a full year shall receive such allotment on a pro-rata basis based upon a full-time 180-day school calendar.

All premiums will be in the insurance program(s) approved by the Board.

Each employee will elect from the options stated above which option shall not be altered during any single school year (except in an emergency or otherwise required by law). The election shall be filed in writing with the Business Office prior to August 1<sup>st</sup> of the year in which it is to be effective.

2. Section 125 Plan

The Internal Revenue Code Section 125 makes it possible for employers to offer their employees between cash salary and a variety of nontaxable benefits (qualified benefits). A qualified benefit is a benefit that does not defer compensation and which is excludable from an employee’s gross income under a specific provision of the Code, without being subject to the principles of constructive receipt. Qualified benefits include health care, vision and dental care, group-term life insurance, disability, adoption assistance and certain other benefits. The Board will provide a Section 125 Plan to permit employees to take advantage of IRC eligible expenses.

**E. Insurance**

This section is subject to federal requirements under the *Affordable Care Act* (ACA) and therefore could require that the Joint Insurance Committee reconvene as needed to modify or update the Plan to remain in compliance with federal regulations.

1. Health/Vision

Health and vision insurance will be available under a group plan for full-time employees and part-time employees who are employed at least half time.

The Board will offer at least three (3) different options and premiums for health and vision insurance coverage that will be funded by the Board as elected by the employee according to the following:

- 1. If an employee elects the PPO Plan, the Board shall pay the following percentage on the premium:

Single:	100%
Employee + Spouse or Child:	75%
Family:	60%



2. If an employee elects the HDHP Plan with a Health Savings Account (HSA), the Board shall pay the following percentage on the premium:

Single:	100%
Employee + Spouse or Child:	85%
Family:	70%

In addition, the Board will contribute \$1,500 per year on an annual basis to the employee's HSA.

3. If an employee elects the HMO Plan, the Board shall pay the following percentage on the premium:

Single:	100%
Employee + Spouse or Child:	95%
Family:	85%

For qualified employees employed less than full-time, the Board will pay a prorated share of the amount paid for full-time employees in proportion to the time worked based on a full-time 180-day school calendar.

If the above premium rates increase or decrease, such increase or decrease will be proportionately shared by the employee and the employer at the same percentage as the total premium percentage period, otherwise the above premium amounts will remain the same as the prior year.

2. Dental

Dental insurance will be available under a group plan for full-time employees and part-time employees who are employed at least half time. The District shall provide dental insurance under a group plan to be recommended by the insurance committee to the Association and the Board for approval. For full-time employees, the Board shall pay 75% of the single premium and the employee shall pay 25%. For qualified employees employed less than full-time, the Board will pay a prorated share of the amount paid for full-time employees in proportion to the time worked based on a full-time 180-day school calendar.

3. Employee Assistance Plan

The Board will provide an Employee Assistance Plan (EAP) at no cost to the employee. Refer to District website.

**F. Effective Date of Insurance Plan Year**

Effective date of all insurance coverages shall be from September 1<sup>st</sup> to the following August 31<sup>st</sup> for all teachers returning to the District following employment of the preceding school year. Other teachers shall be added expeditiously as the insurance carrier shall authorize. For further plan information, see District website.

### **G. Severability Regarding Insurance**

If during the term of the Agreement, the Illinois Human Rights Commission or any Court shall determine that the payment of insurance benefits in the manner prescribed by this Article is in any respect contrary to law (whether such determination involved this School District or any other employer), the Board's obligations hereunder which are deemed contrary to law shall cease forthwith and the parties shall promptly meet to renegotiate such provisions.

### **H. Continuing Education/Horizontal Advancement Procedures**

#### **1. Teachers**

Additional compensation for earning graduate credits shall be conditioned on prior written approval of the Superintendent or designee. Such approval shall be granted for graduate courses leading to a Master's Degree. Only those courses listed in a fully accredited college or university graduate program will be allowed for credit. The graduate program must be on file in the Superintendent's Office or Human Resources Office prior to the teacher's request for course approvals. Graduate hours beyond the Master's Degree will be granted for courses to satisfy endorsement requirements, courses recommended by the Principal or Superintendent to provide specific curriculum focus, and courses towards **another educational** advanced degree. Other graduate courses **beyond the Master's Degree in subject areas** will not be credited for lane advancement.

Teachers will be limited to one (1) lane per semester or completion of a degree provided the teacher furnishes the Superintendent or Human Resources with evidence of successfully completing such course(s) no later than October 1<sup>st</sup> and/or the start date of the second semester. Evidence shall be in the form of a sealed official transcript or letter of completion from the appropriate institution by the October 1<sup>st</sup> and/or start date of the second semester deadline. No copied, or faxed evidence shall be accepted. Official electronic transcripts shall be accepted. Pay increases will only begin when sealed official transcripts are received and such pay increase will be retroactive. Sealed official transcripts received after the set dates will result in the salary increase being implemented the following semester and will **not** be retroactive.

The Board and Association agree that placement on the prior Compensation Schedule prior to the date of this Agreement shall not be affected by the provisions of this section.

After approval by the Superintendent, a copy of the completed and signed course approval form, stamped by Human Resources with date received, will be sent to the Teacher via inter-school mail or by technologically appropriate means within twenty (20) days of receipt by the Human Resources office.

**I. 403(b) Annuities**

Employees will have access to 403(b) annuities if applicable.

**J. Self-Funded Insurance/Insurance Committee**

1. Committee Appointments

A joint committee shall be convened to review the insurance program. Members of the committee shall consist of Board and/or Administrative representatives, all of whom shall be appointed by the Superintendent, and Association representatives who shall be appointed by the Association President. Representatives of other employee groups not represented by the Association shall also be invited by the Board to serve on the committee.

2. Committee Powers/Responsibilities

The primary purpose of the committee is to oversee the insurance program and ensure short term and long-term cost savings for the District and employees if possible.

The committee shall issue annual reports for distribution to staff including but not limited to the carrier, premiums, coverage, investments (interest), claims paid, the insurance reserve account, stop loss limits, and any other relevant items with respect to the District's insurance.

This committee shall also recommend program goals, exploration of benefits and promote those approved benefits.

Based on the assessment of all information, the committee will make recommendations to the Board of Education and to the Association related to the subsequent employee rates and other possible program changes.

3. Meetings

The committee shall meet at least four (4) times a year to review the program and all related information.

After the initial fifteen (15) months of claims experience of the District's health insurance program has been received, the committee will convene a special meeting to review the claims experience, examine the status of the District insurance bank account and discuss the relationship between the balance in the account to the dollars being invested by the employees and the Board of Education. Thereafter, the committee shall periodically review such matters.

4. General

It is understood that the committee will make recommendation to the respective constituency. The committee has no power to bargain changes in coverage or carrier. In the future, if the Board proposes any changes in insurance coverage or carrier which are not consistent with terms of the Collective Bargaining Agreement, this memorandum or otherwise constitute a departure from past practice regarding wages, hours, or terms and conditions of employment as respects insurance, the Board shall give written notice to the Association of such proposed changes and shall provide the Association an opportunity to negotiate such proposed changes within the meaning of the IELRA. Any agreement reached between the parties shall be reduced to writing, ratified, and signed by the Board of Education and the Zion Education Association.

**K. Hold Harmless/Cafeteria Plan**

In consideration of the Board of Education of School District No. 6, Lake County, Illinois, for making provision for certain "cafeteria" fringe benefits, the Zion Education Association ("Association") agrees to hold harmless, indemnify, and defend the Board of Education of School District No. 6, Lake County, Illinois, ("Board"), its members, its agents, and its employees from any and all claims, actions, complaints, suits, penalties, interest, or other liabilities by reason of the inclusion of Article XVII of such Agreement and/or for the failure of the Board to report amounts reimbursed thereunder to employees as part of the annual W-2 report filed with the Internal Revenue Service, and/or the failure of the Board to withhold federal and/or state income taxes on such benefits.

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

- a. The Board of Education gives immediate notice of such action in writing to the Association and permits the Association's intervention as a party if it so desires; and

- b. The Board of Education 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.

**Exception:** It is expressly understood that this save harmless provision will not apply to any claim, demand, suit, or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by these subparagraphs.

**L. Educational Support Staff Overtime**

Educational support staff employees who work in excess of forty (40) hours in a week shall be paid at a rate of one- and one-half times the employee's regular hourly rate for all such work specifically authorized by the assistants' immediate supervisor and approved by the Business Office.

**M. Assistant's Holidays**

Effective the 1998-1999 school year, paid holidays for assistants shall be discontinued with the pay for such holidays rolled into the hourly rate of pay so that annualized salary remains the same as respects holiday pay. (The intent of this section is to take the previously paid but unworked 15 days and roll the pay for those days into pay for the regular work year i.e., employees will be paid for days actually worked).

**N. Extra Work**

Any employee engaging in duties where additional compensation is granted, shall fill out a form indicating the duty performed, the date performed, and the length of time engaged in that activity.

**O. Registration**

Individuals where registration duties are not a normal part of their core duties will be compensated at the Appendix B hourly rate.

**P. Traveling Assistants**

Traveling assistants shall not be given additional duties. Travel time for traveling assistants shall not be included in lunch or break times.

**Q. Longevity Pay for Educational Support Personnel**

Longevity pay shall be consecutive years employed in the School District as follows:

10 years-14 years	\$0.35 per hour
15 years-19 years	\$0.40 per hour
20 years-24 years	\$0.45 per hour
25 years-29 years	\$0.50 per hour
30 years and above	\$0.55 per hour

**R. Timekeeping - Educational Support Personnel Employees**

Educational support personnel employees who are paid on an hourly basis may be required to utilize the District's time keeping system when reporting to and leaving from work.

**S. Mileage**

Mileage between buildings shall be reimbursed at the IRS rate as long as verification of automobile insurance and a valid driver's license is provided.

**T. Employee Perfect Attendance Incentive**

Employees shall receive a \$200 attendance incentive for each quarter of their work year that they are not absent on a work day. If an employee has perfect attendance for all four (4) quarters of the employee's work year, they shall receive an additional \$200 which would amount to a total of \$1,000 for the work year. Use of a professional leave day, religious observation day or a personal leave day shall not be considered an absence that impacts perfect attendance.

**U. Teacher Mentor Stipend**

If a teacher volunteers and is assigned by the Administration to mentor another teacher, the mentor teacher shall be paid an annual stipend of \$500 per mentee with a limit of no more than three mentees per mentor. In addition, the mentor shall also be afforded one release day per month for the purpose of observing and meeting with his/her mentee(s) regardless of the number of mentees assigned to the mentor.

**ARTICLE XVIII**

**ASSOCIATION DUES DEDUCTIONS**

**A. Dues Deductions**

1. The Board shall deduct from the pay of each employee current membership dues of the Association and its affiliates, provided at the time of such deduction there is in the possession of the Board a current written authorization for dues deduction, voluntarily executed by the teacher. Such authorization shall specify the amount of dues to be deducted from each teacher's salary for the current school year. The Association shall furnish such authorization forms.
2. An employee may authorize dues deduction by presenting an authorization form with the amount of deduction specified to the Assistant Superintendent for Business following an agreement between the Association and the Assistant Superintendent for Business with regard to the number of deductions and starting time. The amount specified will be deducted in equal amounts from successive paychecks starting in the next paycheck which occurs after fifteen (15) calendar days following such agreement, unless such authorization shall terminate no later than fifteen (15) days following receipt of a notice of revocation by the Superintendent or his/her designee. Termination of employment for any reason shall constitute such revocation effective (if not otherwise provided) the last day of employment.
3. All dues deducted by the Board shall be remitted to the treasurer of the Association within ten (10) teacher employment days after the issuance of the paychecks.
4. The Association shall indemnify and save harmless the Board and all of its agents and employees from any and all claims, demands, suits, and costs incurred in connection with such claims, demands, or suits resulting from any reasonable action taken or omitted by the Board or any of its agents or employees for the purpose of complying with the provisions of this Article.



**ARTICLE XIX**

**TEACHER RETIREMENT**

**A. Voluntary Early Retirement Incentive Program for Teachers**

The District shall offer a Voluntary Early Retirement Incentive Program for eligible teachers as set forth below. The Program offers (1) pre-retirement salary increases for up to four (4) years prior to retirement (alternative plans for 3-, 2- and 1-year elections) and (2) post-retirement health insurance supplements. Teachers who will be eligible to retire with TRS no later than the end of the 2030-2031 school year, may be eligible to participate in this Program.

1. Eligibility Requirements

To be eligible for the benefits set forth in Sections 3 and 4 of this Article, a teacher must meet all of the following eligibility requirements:

- a. Twenty (20) years of full-time employment as a teacher with the District at the time the teacher submits his/her irrevocable notice per Section 2 of this Article;
- b. Submit a notice of resignation in compliance with Section 2 of this Article;
- c. Must not cause the School District to incur a TRS Excess Salary Contribution;
  - i. The District will use a “look back” procedure to determine if a TRS Excess Salary Contribution will occur:
    - Notice submitted for 4-year option = no look back
    - Notice submitted for 3-year option = One (1) year prior look back
    - Notice submitted for 2-year option = Two (2) years prior look back
    - Notice submitted for 1-year option = Three (3) years prior look back
- d. Must not cause the School District to incur a TRS Excess Sick Leave Gift Penalty;
- e. Shall execute a promissory note wherein the teacher promises to pay back the difference between the total salary increases received under this Program and the actual salary the teacher would have received in accordance with the regular salary increases of the District if the teacher’s retirement results in any TRS Excess Salary Contribution or Excess Sick

Leave Gift penalty to the District (the District will be obligated to pay such penalty). The Board reserves the right to waive this provision on a non-precedential basis.

- f. Must not be participating in any other retirement program made available under a previous collective bargaining agreement; and
- g. Must resign from the School District no earlier than the end of the school year during which the teacher is first eligible to retire with TRS, but no later than the end of school year during which the teacher is first eligible to retire with a TRS non-discounted annuity (age sixty (60) or thirty-five (35) years of TRS service credit, whichever is first).
  - i. If using thirty-five (35) years of service to attain a TRS non-discounted annuity, the teacher has discretion in deciding whether to use accumulated sick leave when calculating when he/she is first eligible for a TRS non-discounted annuity.
  - ii. If using age sixty (60) to attain a TRS non-discounted annuity, the age requirement must be met (a) on or before June 30<sup>th</sup> of the school year at the end of which the teacher will resign or (b) on or before December 31<sup>st</sup> of the school year immediately following the school year at the end of which the teacher will resign; at the option of the teacher.

2. Notice Requirements

Pursuant to the eligibility requirements set forth in Section 1 of this Article, a teacher must submit a notice of resignation by February 1<sup>st</sup> of the school year prior to the school year during which the teacher will begin receiving the salary increases set forth in Section 3 of this Article. The notice may not be submitted any earlier than the fifth school year prior to the teacher's date of resignation (Example: For a June 2029 retirement, notice may not be submitted prior to June 30, 2024). The last notices accepted under this Agreement shall be submitted on or before February 1, 2027, with a resignation date no later than the end of the 2030-2031 school year. A notice of resignation shall be irrevocable.

3. Salary Increases

A teacher who meets the eligibility requirements set forth in Section 1 of this Article shall receive the following salary increases depending on how many years of notice is provided. The Board will increase creditable earnings by the applicable percentage over the teacher's previous year's total creditable earnings, including extra-duty earnings, less any earnings for which the teacher no longer provides services to the District (if a teacher elects to discontinue extra duties or reduce the amount of extra duties thereafter, the salary increase will continue on the reduced amount).

- 4 years notice: 6%, 6%, 6%, 6%
- 3 years notice: 6%, 6%, 6%
- 2 years notice: 6%, 6%
- 1 year notice: 6%

A teacher under this Program shall not be able to earn a total TRS creditable earnings increase that causes a TRS Excess Salary Contribution regardless of assignment, the performance of hourly duties, or possible lane movement. As the TRS Excess Salary Contribution will occur for increases in excess of 6% over the prior year's total creditable earnings, teachers opting into retirement are not eligible for additional compensation for extra duties that they were not performing immediately prior to entering the retirement program, and they will be considered the last option for internal subbing and other unanticipated extra duties.

4. Post-Retirement Health Insurance Supplement

The Board shall pay a retiree health insurance premium equivalent to the TRS HMO single rate that is in effect when the teacher retires, up to ten (10) years thereafter or until the teacher becomes Medicare eligible, whichever occurs first.

**ARTICLE XX**

**EMERGENCY SCHOOL CLOSING**

**A. Notification of School Closing**

When an emergency confronts the schools, notification of the closing of schools will be released for broadcast over appropriate media sources as soon as possible.

**B. Leave Days**

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

**C. Bomb Threats**

In the event of a bomb threat, no employee shall be required to search for a bomb.

**ARTICLE XXI**

**GRIEVANCE PROCEDURE**

**A. Definition**

1. Any claim by the Association or employee that there has been a violation, misinterpretation, misapplication of the terms of this Agreement.
2. All time limits consist of school days, except that when a grievance is submitted less than ten (10) days before the close of the current school term, the time limits shall consist of all weekdays in order that the matters may be resolved before the close of the school term or as soon thereafter as possible. As used herein, "days" shall mean days on which the District Business Office is open to the public.
3. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with his/her supervisor, and having the grievance adjusted without intervention of the Association, provided the adjustment is consistent with the terms of this Agreement and provided that the Association is informed of the adjustment that has been made.

**B. Procedure**

The parties hereto acknowledge that it is usually most desirable for an employee and his/her immediately involved supervisor to resolve problems through free and informal communications. When requested by the employee in writing and to the supervisor and Director of Human Resources, an Association representative may accompany the employee to assist in the informal resolution of the grievance. The written request must be submitted within fifteen (15) days from the date of the occurrence giving rise to the possible grievance or from the date when such occurrence would reasonably have been ascertained to occur. The parties shall then have ten (10) days after the receipt of the written request to attempt to resolve the possible grievance unless the parties mutually agree to extend the 10-day deadline. Should the possible grievance not be resolved, the "date of occurrence" shall be day ten (10) after the receipt of the written request or the mutually agreed upon later date. "Date of occurrence" shall also be considered the most recent date in a continuing violation. If, however, such information processes fail to satisfy the employee, a grievance may be processed as follows:

1. The employee or the Association shall present the grievance in writing to the supervisor immediately involved within fifteen (15) days from the date of the occurrence giving rise to the grievance or from the date when such occurrence would reasonably have been ascertained to occur. The supervisor will arrange for a meeting to take place within seven (7) days after receipt of the grievance. The supervisor shall provide a written answer of the grievance to the aggrieved

employee and the Association within seven (7) days after the meeting, including reasons for the decisions.

2. If the grievance is not resolved at Step #1 then the teacher or the Association may refer the grievance to the Superintendent or his/her official designee within seven (7) days after receipt of the Step #1 answer. The Superintendent shall arrange for a meeting with a representative of the Association to take place within seven (7) days of his/her receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as is necessary to develop facts to the grievance. Upon conclusion of the hearing, the Superintendent shall have seven (7) days in which to provide his/her written decision with reasons to the Association and the employee.
3. If the Association is not satisfied with the disposition of the grievance at Step #2, or the time limits expire without issuance of the Superintendent's written reply, the Association may submit the grievance to binding arbitration and the American Arbitration Association shall act as administrator of the proceedings. If a demand for arbitration is not filed within thirty (30) days of the date for Step #2, 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 this Agreement.
  - c. The arbitrator is empowered to include any award such as financial reimbursements or any lawful remedies.
  - d. Each party shall bear the full cost for its representation in the arbitration. The cost of the arbitrator and the AAA shall be divided equally between the parties.
  - e. The Board shall be responsible for arranging a court reporter to keep an official record of the arbitration hearing. The arbitrator shall be provided a copy of the transcript. The costs of the court reporter and any transcripts shall be borne by the Board unless the Association requests a copy of the transcript, in which case all court reporter and transcript costs shall be shared equally between the Board and the Association.
  - f. The arbitration hearing shall be held at the District upon mutual agreement of the parties. In the event the parties do not agree to the District location, the arbitrator shall determine the location as between the District or the principle office of the Association in the Association Region to which the local association is assigned.

**C. General**

1. If the Association and the Superintendent agree, Step #1 and/or Step #2 of the grievance procedure may be bypassed, and the grievance brought directly to the next step.
2. Class grievances involving one or more employees from different buildings or one or more supervisors and grievances involving administrators above the building level may be initially filed by the Association at Step #2.
3. The Board acknowledges the right of the Association's grievance representative to participate in the processing of a grievance which has been formally presented at any level, and no teacher shall be required to discuss any grievance if the Association's representative is not present.
4. When an employee is not represented by the Association, on its request, the Association shall have the right to have its representative present to state its views at all stages of the grievance procedure.
5. The Board and administration shall cooperate with the Association in its investigation of any grievance, and further, each party shall furnish the other pertinent information requested for the processing of any grievance, if it shall be reasonably available.
6. No reprisals of any kind shall be taken by the Board or the administration against an employee because of his/her participation in this grievance procedure.
7. Should the processing of any grievance require that an employee or an Association representative be released from his/her regular assignment he/she shall be released without loss of pay or benefits.
8. All records dealing with the processing of a grievance shall be filed separately from the personnel files of the participant.
9. A grievance may be withdrawn at any level without establishing precedent, but if withdrawn shall be treated as though never having been filed.
10. At any time, the answer to a grievance is not received within the prescribed time limit, the grievant or the Association shall have the right to appeal it to the next step.

**D. Complaint Procedure**

In addition to the matters defined above as grievable, an employee, a group of employees, or the Association may process any complaint through all of the steps of the grievance procedure, providing only that the decision of the Board as to any such complaint shall be final.

**ARTICLE XXII**

**EFFECT OF AGREEMENT**

- A.** The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto. The terms and conditions may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written amendment executed according to the provisions of this Agreement. The parties agree that notwithstanding any other obligation that may arise through the passage of legislation or otherwise, there shall be no obligation to bargain over any matter during the term of this Agreement.
- B.** The terms and conditions of this Agreement shall supersede any conflicting provision in individual employee contracts.
- C.** Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section, or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of the Agreement if not affected by the deleted article, section, or clause.
- D.** If, during this Agreement, legislation is passed regarding pension reform for the Illinois Teachers' Retirement System (TRS), the District may notify the Association of a desire to reopen this Article of the Agreement for negotiations within sixty (60) days of legislation passage and becoming law. If the parties are unable to reach an agreement regarding retirement, the Association or the Board may terminate this Agreement with thirty (30) days' written notice to the other party.
- E.** The parties may modify or amend this Agreement only by mutual consent, through mid-term bargaining rights, or as permitted by law. Contractual amendments shall be reduced to writing and, if ratified, signed by the parties and become an amendment to this Agreement and considered a part of this Agreement.



**ARTICLE XXIII**

**DURATION AND ACCEPTANCE OF AGREEMENT**

This Agreement and each of its provisions shall be binding as of **July 1, 2023** and shall continue in full force and effect until **June 30, 2027**.

**IN WITNESS WHEREOF:**

**FOR THE  
ZION EDUCATION ASSOCIATION,  
IEA-NEA**

DocuSigned by:  
*Janine Littlefield*  
0072004BED07400...  
\_\_\_\_\_  
**President**

**FOR THE  
BOARD OF EDUCATION  
ZION SCHOOL DISTRICT NO. 6**

DocuSigned by:  
*Margie L. Taylor*  
CFB035C375A04D2...  
\_\_\_\_\_  
**President**

DocuSigned by:  
*Crystal A. Schumacher*  
A5E436151B2A488...  
\_\_\_\_\_  
**Vice President**

DocuSigned by:  
*Latoya Barnes*  
00F00A037D44450...  
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**Vice President**

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**APPENDIX A****STARTING SALARY MATRICES**

The below matrices are only used to determine starting salary for teachers.

<b>TEACHERS 2023 - 2024</b>									
	BA	BA+15	BA+24	MA	MA+16	MA+24	MA+30	MA+48	MA+60
1	\$41,460.75	\$45,853.11	\$49,264.34	\$50,599.26	\$55,100.41	\$57,482.98	\$60,695.67	\$63,123.50	\$65,648.44
2	\$42,244.38	\$46,658.92	\$50,190.55	\$51,494.85	\$56,069.91	\$58,393.35	\$61,721.15	\$64,189.99	\$66,757.59
3	\$42,829.47	\$48,272.65	\$51,971.15	\$53,283.90	\$58,009.98	\$60,884.72	\$63,922.08	\$66,478.97	\$69,138.12
4	\$43,513.82	\$49,079.52	\$52,862.51	\$54,178.42	\$58,980.54	\$61,975.68	\$65,063.74	\$67,666.29	\$70,372.94
5	\$43,908.56	\$49,375.25	\$53,048.51	\$54,485.97	\$59,332.86	\$62,228.40	\$65,357.92	\$67,972.24	\$70,691.13
6	\$44,645.49	\$50,242.95	\$54,045.86	\$55,450.35	\$60,376.84	\$62,878.76	\$66,462.17	\$69,120.66	\$71,885.48
7	\$45,382.42	\$51,112.94	\$55,004.55	\$56,413.58	\$61,420.82	\$64,221.82	\$67,647.16	\$70,353.05	\$73,167.17
8	\$46,119.34	\$51,980.64	\$55,963.23	\$57,376.81	\$62,465.93	\$65,561.48	\$68,832.16	\$71,585.44	\$74,448.86
9	\$46,856.27	\$52,849.50	\$56,923.06	\$58,340.05	\$63,511.05	\$66,736.25	\$70,061.52	\$72,863.98	\$75,778.53
10	\$47,593.20	\$53,718.33	\$57,882.88	\$59,303.29	\$64,553.90	\$67,911.00	\$71,289.72	\$74,141.31	\$77,106.96
11	\$48,327.86	\$54,619.03	\$58,842.70	\$60,269.94	\$65,599.01	\$69,012.98	\$72,524.76	\$75,425.75	\$78,442.78
12	\$49,566.30	\$55,519.72	\$59,800.26	\$61,234.31	\$66,643.00	\$70,112.69	\$73,758.65	\$76,709.00	\$79,777.36
13	\$50,802.47	\$56,420.40	\$60,760.08	\$62,249.87	\$67,692.66	\$71,292.00	\$74,992.56	\$77,992.26	\$81,111.95
14	\$52,052.30	\$57,321.09	\$61,718.78	\$63,265.40	\$68,741.19	\$72,470.17	\$76,225.32	\$79,274.33	\$82,445.30
15	\$53,299.84	\$58,382.13	\$62,784.36	\$64,282.09	\$70,087.68	\$73,758.65	\$77,459.21	\$80,557.58	\$83,779.88
16	\$54,524.63	\$59,442.03	\$63,849.94	\$65,299.92	\$71,433.02	\$75,046.00	\$78,691.97	\$81,839.65	\$85,113.24
17	\$55,749.43	\$60,500.80	\$64,913.26	\$66,371.19	\$73,320.83	\$76,754.13	\$80,218.14	\$83,426.87	\$86,763.94
18	\$56,986.74	\$61,560.70	\$65,976.57	\$67,441.33	\$75,208.63	\$78,459.98	\$81,743.18	\$85,012.90	\$88,413.42
19		\$63,471.25	\$68,108.89	\$69,583.88	\$77,096.44	\$80,493.35	\$83,919.83	\$87,276.63	\$90,767.69
20		\$65,381.79	\$70,238.92	\$71,725.28	\$78,980.83	\$82,524.46	\$86,096.50	\$89,540.36	\$93,121.97
21			\$72,371.24	\$73,866.70	\$80,869.77	\$84,556.68	\$88,274.31	\$91,805.28	\$95,477.49
22				\$76,008.11	\$82,758.71	\$86,587.78	\$90,453.24	\$94,071.37	\$97,834.22
23					\$84,916.05	\$88,323.20	\$92,629.90	\$96,335.09	\$100,188.50

**APPENDIX A – continued**

<b>TEACHERS 2024 - 2025</b>									
	BA	BA+15	BA+24	MA	MA+16	MA+24	MA+30	MA+48	MA+60
1	\$42,289.97	\$46,770.17	\$50,249.62	\$51,611.25	\$56,202.41	\$58,632.64	\$61,909.59	\$64,385.97	\$66,961.41
2	\$43,089.27	\$47,592.10	\$51,194.36	\$52,524.75	\$57,191.31	\$59,561.22	\$62,955.57	\$65,473.79	\$68,092.75
3	\$43,686.06	\$49,238.11	\$53,010.57	\$54,349.58	\$59,170.18	\$62,102.41	\$65,200.52	\$67,808.55	\$70,520.89
4	\$44,384.10	\$50,061.12	\$53,919.76	\$55,261.99	\$60,160.15	\$63,215.19	\$66,365.01	\$69,019.61	\$71,780.40
5	\$44,786.74	\$50,362.75	\$54,109.48	\$55,575.68	\$60,519.51	\$63,472.97	\$66,665.08	\$69,331.68	\$72,104.95
6	\$45,538.40	\$51,247.81	\$55,126.78	\$56,559.35	\$61,584.38	\$64,136.33	\$67,791.41	\$70,503.07	\$73,323.19
7	\$46,290.07	\$52,135.20	\$56,104.64	\$57,541.85	\$62,649.23	\$65,506.26	\$69,000.11	\$71,760.11	\$74,630.52
8	\$47,041.73	\$53,020.26	\$57,082.50	\$58,524.35	\$63,715.25	\$66,872.71	\$70,208.80	\$73,017.15	\$75,937.84
9	\$47,793.40	\$53,906.49	\$58,061.52	\$59,506.85	\$64,781.27	\$68,070.97	\$71,462.75	\$74,321.26	\$77,294.11
10	\$48,545.06	\$54,792.70	\$59,040.54	\$60,489.35	\$65,844.97	\$69,269.22	\$72,715.52	\$75,624.14	\$78,649.10
11	\$49,294.41	\$55,711.41	\$60,019.56	\$61,475.34	\$66,910.99	\$70,393.24	\$73,975.26	\$76,934.27	\$80,011.64
12	\$50,557.63	\$56,630.12	\$60,996.27	\$62,459.00	\$67,975.86	\$71,514.94	\$75,233.83	\$78,243.18	\$81,372.91
13	\$51,818.52	\$57,548.81	\$61,975.28	\$63,494.86	\$69,046.51	\$72,717.84	\$76,492.41	\$79,552.10	\$82,734.19
14	\$53,093.34	\$58,467.51	\$62,953.15	\$64,530.71	\$70,116.01	\$73,919.58	\$77,749.83	\$80,859.82	\$84,094.21
15	\$54,365.84	\$59,549.77	\$64,040.05	\$65,567.73	\$71,489.43	\$75,233.83	\$79,008.39	\$82,168.73	\$85,455.48
16	\$55,615.13	\$60,630.87	\$65,126.94	\$66,605.92	\$72,861.68	\$76,546.92	\$80,265.81	\$83,476.44	\$86,815.50
17	\$56,864.42	\$61,710.82	\$66,211.52	\$67,698.61	\$74,787.24	\$78,289.21	\$81,822.50	\$85,095.40	\$88,499.22
18	\$58,126.48	\$62,791.91	\$67,296.10	\$68,790.15	\$76,712.81	\$80,029.18	\$83,378.04	\$86,713.16	\$90,181.69
19		\$64,740.68	\$69,471.07	\$70,975.56	\$78,638.37	\$82,103.22	\$85,598.23	\$89,022.16	\$92,583.05
20		\$66,689.43	\$71,643.70	\$73,159.79	\$80,560.45	\$84,174.95	\$87,818.43	\$91,331.17	\$94,984.41
21			\$73,818.66	\$75,344.03	\$82,487.16	\$86,247.81	\$90,039.79	\$93,641.38	\$97,387.04
22				\$77,528.28	\$84,413.89	\$88,319.54	\$92,262.30	\$95,952.80	\$99,790.91
23					\$86,614.37	\$90,089.67	\$94,482.49	\$98,261.79	\$102,192.27

<b>TEACHERS 2025 - 2026</b>									
	BA	BA+15	BA+24	MA	MA+16	MA+24	MA+30	MA+48	MA+60
1	\$43,135.77	\$47,705.57	\$51,254.62	\$52,643.47	\$57,326.46	\$59,805.30	\$63,147.78	\$65,673.69	\$68,300.64
2	\$43,951.05	\$48,543.94	\$52,218.24	\$53,575.24	\$58,335.14	\$60,752.44	\$64,214.68	\$66,783.27	\$69,454.60
3	\$44,559.78	\$50,222.87	\$54,070.78	\$55,436.57	\$60,353.58	\$63,344.46	\$66,504.53	\$69,164.72	\$71,931.30
4	\$45,271.78	\$51,062.34	\$54,998.16	\$56,367.23	\$61,363.36	\$64,479.49	\$67,692.31	\$70,400.01	\$73,216.01
5	\$45,682.47	\$51,370.01	\$55,191.67	\$56,687.20	\$61,729.90	\$64,742.43	\$67,998.38	\$70,718.31	\$73,547.05
6	\$46,449.17	\$52,272.77	\$56,229.31	\$57,690.54	\$62,816.07	\$65,419.06	\$69,147.24	\$71,913.13	\$74,789.66
7	\$47,215.87	\$53,177.90	\$57,226.73	\$58,692.69	\$63,902.22	\$66,816.38	\$70,380.11	\$73,195.31	\$76,123.13
8	\$47,982.56	\$54,080.66	\$58,224.15	\$59,694.84	\$64,989.56	\$68,210.16	\$71,612.98	\$74,477.50	\$77,456.60
9	\$48,749.26	\$54,984.62	\$59,222.75	\$60,696.98	\$66,076.89	\$69,432.39	\$72,892.00	\$75,807.68	\$78,839.99
10	\$49,515.96	\$55,888.55	\$60,221.35	\$61,699.14	\$67,161.87	\$70,654.60	\$74,169.83	\$77,136.62	\$80,222.09
11	\$50,280.30	\$56,825.64	\$61,219.95	\$62,704.84	\$68,249.21	\$71,801.11	\$75,454.76	\$78,472.95	\$81,611.87
12	\$51,568.78	\$57,762.72	\$62,216.19	\$63,708.18	\$69,335.37	\$72,945.24	\$76,738.50	\$79,808.04	\$83,000.37
13	\$52,854.89	\$58,699.79	\$63,214.79	\$64,764.76	\$70,427.44	\$74,172.20	\$78,022.26	\$81,143.15	\$84,388.87
14	\$54,155.21	\$59,636.86	\$64,212.22	\$65,821.32	\$71,518.33	\$75,397.97	\$79,304.82	\$82,477.01	\$85,776.10
15	\$55,453.16	\$60,740.77	\$65,320.85	\$66,879.08	\$72,919.22	\$76,738.50	\$80,588.56	\$83,812.10	\$87,164.59
16	\$56,727.43	\$61,843.49	\$66,429.48	\$67,938.04	\$74,318.91	\$78,077.86	\$81,871.13	\$85,145.97	\$88,551.81
17	\$58,001.71	\$62,945.03	\$67,535.75	\$69,052.58	\$76,282.99	\$79,855.00	\$83,458.95	\$86,797.31	\$90,269.20
18	\$59,289.01	\$64,047.75	\$68,642.03	\$70,165.96	\$78,247.06	\$81,629.77	\$85,045.60	\$88,447.43	\$91,985.32
19		\$66,035.49	\$70,860.49	\$72,395.07	\$80,211.14	\$83,745.28	\$87,310.20	\$90,802.60	\$94,434.71
20		\$68,023.22	\$73,076.58	\$74,622.99	\$82,171.66	\$85,858.44	\$89,574.80	\$93,157.79	\$96,884.10
21			\$75,295.04	\$76,850.91	\$84,136.91	\$87,972.77	\$91,840.59	\$95,514.21	\$99,334.78
22				\$79,078.84	\$86,102.17	\$90,085.93	\$94,107.55	\$97,871.85	\$101,786.73
23					\$88,346.66	\$91,891.46	\$96,372.14	\$100,227.03	\$104,236.11

**APPENDIX A – continued**

<b>TEACHERS 2026 - 2027</b>									
	BA	BA+15	BA+24	MA	MA+16	MA+24	MA+30	MA+48	MA+60
1	\$43,998.48	\$48,659.68	\$52,279.71	\$53,696.34	\$58,472.99	\$61,001.40	\$64,410.73	\$66,987.16	\$69,666.65
2	\$44,830.08	\$49,514.82	\$53,262.61	\$54,646.75	\$59,501.84	\$61,967.49	\$65,498.98	\$68,118.94	\$70,843.69
3	\$45,450.98	\$51,227.33	\$55,152.20	\$56,545.30	\$61,560.66	\$64,611.35	\$67,834.63	\$70,548.01	\$73,369.93
4	\$46,177.22	\$52,083.58	\$56,098.12	\$57,494.57	\$62,590.63	\$65,769.08	\$69,046.16	\$71,808.01	\$74,680.33
5	\$46,596.12	\$52,397.41	\$56,295.51	\$57,820.94	\$62,964.50	\$66,037.28	\$69,358.35	\$72,132.68	\$75,017.99
6	\$47,378.15	\$53,318.22	\$57,353.90	\$58,844.35	\$64,072.39	\$66,727.44	\$70,530.19	\$73,351.39	\$76,285.45
7	\$48,160.18	\$54,241.46	\$58,371.27	\$59,866.54	\$65,180.26	\$68,152.71	\$71,787.71	\$74,659.22	\$77,645.59
8	\$48,942.22	\$55,162.27	\$59,388.63	\$60,888.73	\$66,289.35	\$69,574.37	\$73,045.24	\$75,967.05	\$79,005.73
9	\$49,724.25	\$56,084.31	\$60,407.21	\$61,910.92	\$67,398.43	\$70,821.04	\$74,349.84	\$77,323.83	\$80,416.79
10	\$50,506.28	\$57,006.32	\$61,425.77	\$62,933.12	\$68,505.11	\$72,067.70	\$75,653.22	\$78,679.35	\$81,826.53
11	\$51,285.91	\$57,962.15	\$62,444.35	\$63,958.94	\$69,614.19	\$73,237.13	\$76,963.86	\$80,042.41	\$83,244.11
12	\$52,600.16	\$58,917.97	\$63,460.52	\$64,982.34	\$70,722.08	\$74,404.15	\$78,273.27	\$81,404.21	\$84,660.37
13	\$53,911.99	\$59,873.78	\$64,479.08	\$66,060.06	\$71,835.99	\$75,655.64	\$79,582.70	\$82,766.01	\$86,076.65
14	\$55,238.31	\$60,829.60	\$65,496.46	\$67,137.75	\$72,948.70	\$76,905.93	\$80,890.92	\$84,126.55	\$87,491.62
15	\$56,562.22	\$61,955.58	\$66,627.27	\$68,216.67	\$74,377.60	\$78,273.27	\$82,200.33	\$85,488.35	\$88,907.88
16	\$57,861.98	\$63,080.36	\$67,758.07	\$69,296.80	\$75,805.29	\$79,639.41	\$83,508.55	\$86,848.89	\$90,322.85
17	\$59,161.75	\$64,203.93	\$68,886.47	\$70,433.64	\$77,808.65	\$81,452.10	\$85,128.13	\$88,533.26	\$92,074.59
18	\$60,474.79	\$65,328.71	\$70,014.87	\$71,569.27	\$79,812.00	\$83,262.36	\$86,746.51	\$90,216.37	\$93,825.03
19		\$67,356.20	\$72,277.70	\$73,842.97	\$81,815.36	\$85,420.19	\$89,056.40	\$92,618.66	\$96,323.40
20		\$69,383.68	\$74,538.11	\$76,115.44	\$83,815.09	\$87,575.61	\$91,366.30	\$95,020.95	\$98,821.78
21			\$76,800.94	\$78,387.93	\$85,819.64	\$89,732.22	\$93,677.40	\$97,424.50	\$101,321.48
22				\$80,660.42	\$87,824.21	\$91,887.65	\$95,989.70	\$99,829.29	\$103,822.46
23					\$90,113.59	\$93,729.29	\$98,299.59	\$102,231.57	\$106,320.83

**APPENDIX A – continued**

The below matrices are only used to determine starting salary for educational support personnel

<b>2023-2024 Paraprofessionals</b>	
<b>Yrs. of Experience</b>	<b>Starting Hourly Rate</b>
0	\$ 19.64
1	\$ 19.83
2	\$ 20.03
3	\$ 20.22
4	\$ 20.42
5	\$ 20.62
6	\$ 20.81
7	\$ 21.01
8	\$ 21.21
9	\$ 21.40
10	\$ 21.60
11	\$ 21.79
12	\$ 21.99
13	\$ 22.19
14	\$ 22.38
15	\$ 22.58
16	\$ 22.78
17	\$ 22.97
18	\$ 23.17
19	\$ 23.37
20	\$ 23.56

**APPENDIX A – continued**

<b>2024-2025 Paraprofessionals</b>	
<b>Yrs. of Experience</b>	<b>Starting Hourly Rate</b>
0	\$ 20.03
2	\$ 20.43
3	\$ 20.63
4	\$ 20.83
5	\$ 21.03
6	\$ 21.23
7	\$ 21.43
8	\$ 21.63
9	\$ 21.83
10	\$ 22.03
11	\$ 22.23
12	\$ 22.43
13	\$ 22.63
14	\$ 22.83
15	\$ 23.03
16	\$ 23.23
17	\$ 23.43
18	\$ 23.63
19	\$ 23.83
20	\$ 24.03

**APPENDIX A – continued**

<b>2025-2026 Paraprofessionals</b>	
<b>Yrs. of Experience</b>	<b>Starting Hourly Rate</b>
0	\$ 20.43
1	\$ 20.63
2	\$ 20.84
3	\$ 21.04
4	\$ 21.25
5	\$ 21.45
6	\$ 21.65
7	\$ 21.86
8	\$ 22.06
9	\$ 22.27
10	\$ 22.47
11	\$ 22.68
12	\$ 22.88
13	\$ 23.08
14	\$ 23.29
15	\$ 23.49
16	\$ 23.70
17	\$ 23.90
18	\$ 24.11
19	\$ 24.31
20	\$ 24.51

**APPENDIX A – continued**

<b>2026-2027 Paraprofessionals</b>	
<b>Yrs. of Experience</b>	<b>Starting Hourly Rate</b>
0	\$ 20.84
1	\$ 21.05
2	\$ 21.25
3	\$ 21.46
4	\$ 21.67
5	\$ 21.88
6	\$ 22.09
7	\$ 22.30
8	\$ 22.50
9	\$ 22.71
10	\$ 22.92
11	\$ 23.13
12	\$ 23.34
13	\$ 23.55
14	\$ 23.75
15	\$ 23.96
16	\$ 24.17
17	\$ 24.38
18	\$ 24.59
19	\$ 24.80
20	\$ 25.00



**APPENDIX A – continued**

<b>2023-2024 Supervisory Aides</b>	
<b>Yrs. of Experience</b>	<b>Starting Hourly Rate</b>
0	\$ 17.34
1	\$ 17.51
2	\$ 17.69
3	\$ 17.86
4	\$ 18.03
5	\$ 18.21
6	\$ 18.38
7	\$ 18.55
8	\$ 18.73
9	\$ 18.90
10	\$ 19.07
11	\$ 19.25
12	\$ 19.42
13	\$ 19.59
14	\$ 19.77
15	\$ 19.94
16	\$ 20.11
17	\$ 20.29
18	\$ 20.46
19	\$ 20.63
20	\$ 20.81

**APPENDIX A – continued**

<b>2024-2025 Supervisory Aides</b>	
<b>Yrs. of Experience</b>	<b>Starting Hourly Rate</b>
0	\$ 17.69
1	\$ 17.86
2	\$ 18.04
3	\$ 18.22
4	\$ 18.39
5	\$ 18.57
6	\$ 18.75
7	\$ 18.92
8	\$ 19.10
9	\$ 19.28
10	\$ 19.46
11	\$ 19.63
12	\$ 19.81
13	\$ 19.99
14	\$ 20.16
15	\$ 20.34
16	\$ 20.52
17	\$ 20.69
18	\$ 20.87
19	\$ 21.05
20	\$ 21.22

**APPENDIX A – continued**

<b>2025-2026 Supervisory Aides</b>	
<b>Yrs. of Experience</b>	<b>Starting Hourly Rate</b>
0	\$ 18.04
1	\$ 18.22
2	\$ 18.40
3	\$ 18.58
4	\$ 18.76
5	\$ 18.94
6	\$ 19.12
7	\$ 19.30
8	\$ 19.48
9	\$ 19.66
10	\$ 19.84
11	\$ 20.02
12	\$ 20.21
13	\$ 20.39
14	\$ 20.57
15	\$ 20.75
16	\$ 20.93
17	\$ 21.11
18	\$ 21.29
19	\$ 21.47
20	\$ 21.65

**APPENDIX A – continued**

<b>2026-2027 Supervisory Aides</b>	
<b>Yrs. of Experience</b>	<b>Starting Hourly Rate</b>
0	\$ 18.40
1	\$ 18.59
2	\$ 18.77
3	\$ 18.95
4	\$ 19.14
5	\$ 19.32
6	\$ 19.51
7	\$ 19.69
8	\$ 19.87
9	\$ 20.06
10	\$ 20.24
11	\$ 20.43
12	\$ 20.61
13	\$ 20.79
14	\$ 20.98
15	\$ 21.16
16	\$ 21.35
17	\$ 21.53
18	\$ 21.71
19	\$ 21.90
20	\$ 22.08

**APPENDIX A – continued**

<b>2023-2024 Clerical/Health Assistants</b>	
<b>Yrs. of Experience</b>	<b>Starting Hourly Rate</b>
0	\$ 19.38
1	\$ 19.57
2	\$ 19.77
3	\$ 19.96
4	\$ 20.16
5	\$ 20.35
6	\$ 20.54
7	\$ 20.74
8	\$ 20.93
9	\$ 21.12
10	\$ 21.32
11	\$ 21.51
12	\$ 21.71
13	\$ 21.90
14	\$ 22.09
15	\$ 22.29
16	\$ 22.48
17	\$ 22.67
18	\$ 22.87
19	\$ 23.06
20	\$ 23.26

**APPENDIX A – continued**

<b>2024-2025 Clerical/Health Assistants</b>	
<b>Yrs. of Experience</b>	<b>Starting Hourly Rate</b>
0	\$ 19.77
1	\$ 19.97
2	\$ 20.16
3	\$ 20.36
4	\$ 20.56
5	\$ 20.76
6	\$ 20.95
7	\$ 21.15
8	\$ 21.35
9	\$ 21.55
10	\$ 21.74
11	\$ 21.94
12	\$ 22.14
13	\$ 22.34
14	\$ 22.54
15	\$ 22.73
16	\$ 22.93
17	\$ 23.13
18	\$ 23.33
19	\$ 23.52
20	\$ 23.72

**APPENDIX A – continued**

<b>2025-2026 Clerical/Health Assistants</b>	
<b>Yrs. of Experience</b>	<b>Starting Hourly Rate</b>
0	\$ 20.16
1	\$ 20.36
2	\$ 20.57
3	\$ 20.77
4	\$ 20.97
5	\$ 21.17
6	\$ 21.37
7	\$ 21.57
8	\$ 21.78
9	\$ 21.98
10	\$ 22.18
11	\$ 22.38
12	\$ 22.58
13	\$ 22.78
14	\$ 22.99
15	\$ 23.19
16	\$ 23.39
17	\$ 23.59
18	\$ 23.79
19	\$ 23.99
20	\$ 24.20

**APPENDIX A – continued**

<b>2026-2027 Clerical/Health Assistants</b>	
<b>Yrs. of Experience</b>	<b>Starting Hourly Rate</b>
0	\$ 20.57
1	\$ 20.77
2	\$ 20.98
3	\$ 21.18
4	\$ 21.39
5	\$ 21.59
6	\$ 21.80
7	\$ 22.01
8	\$ 22.21
9	\$ 22.42
10	\$ 22.62
11	\$ 22.83
12	\$ 23.03
13	\$ 23.24
14	\$ 23.45
15	\$ 23.65
16	\$ 23.86
17	\$ 24.06
18	\$ 24.27
19	\$ 24.47
20	\$ 24.68



**APPENDIX A – continued**

<b>2023-2024 Nurses</b>	
<b>Yrs. of Experience</b>	<b>Starting Hourly Rate</b>
1	\$ 26.68
2	\$ 27.08
3	\$ 27.48
4	\$ 28.03
5	\$ 28.58
6	\$ 29.14
7	\$ 29.68
8	\$ 30.22
9	\$ 30.78
10	\$ 31.33
11	\$ 31.91
12	\$ 32.50
13	\$ 33.09
14	\$ 33.70
15	\$ 34.32

<b>2024-2025 Nurses</b>	
<b>Yrs. of Experience</b>	<b>Starting Hourly Rate</b>
1	\$ 27.22
2	\$ 27.62
3	\$ 28.03
4	\$ 28.59
5	\$ 29.15
6	\$ 29.72
7	\$ 30.28
9	\$ 31.40
10	\$ 31.96
11	\$ 32.54
12	\$ 33.15
13	\$ 33.75
14	\$ 34.37
15	\$ 35.01

**APPENDIX A – continued**

<b>2025-2026 Nurses</b>	
<b>Yrs. of Experience</b>	<b>Starting Hourly Rate</b>
1	\$ 27.76
2	\$ 28.18
3	\$ 28.59
4	\$ 29.16
5	\$ 29.74
6	\$ 30.32
7	\$ 30.88
8	\$ 31.44
9	\$ 32.03
10	\$ 32.60
11	\$ 33.19
12	\$ 33.81
13	\$ 34.43
14	\$ 35.06
15	\$ 35.71

<b>2026-2027 Nurses</b>	
<b>Yrs. of Experience</b>	<b>Starting Hourly Rate</b>
1	\$ 28.32
2	\$ 28.74
3	\$ 29.16
4	\$ 29.75
5	\$ 30.33
6	\$ 30.93
7	\$ 31.50
8	\$ 32.07
9	\$ 32.67
10	\$ 33.25
11	\$ 33.86
12	\$ 34.49
13	\$ 35.11
14	\$ 35.76
15	\$ 36.42

**APPENDIX B****EXTRA-DUTY SCHEDULE**

Approved school-based extra-curricular clubs/activities will provide compensation to club/activity sponsors at a rate of \$35/hr. Timecards must be submitted by club/activity sponsors and approved by building administration. Timecards are to be submitted on a biweekly basis and should NOT be submitted at the end/closure of the activity. Any club/activity resources/materials required will be submitted by the building administrator and deducted from the school budget.

Exception:

District-based activities\* (i.e., Middle School Athletic Director, Middle School Band, Middle School Orchestra, and Middle School Choir Director) will be paid an activity stipend based upon the estimated time required to sponsor the activity.

<b>Activity</b>	<b>Approximate Time</b>	<b>Compensation</b>	<b>Amount</b>
Middle School Athletic Activities	50 hours per season	Stipend	\$1,750
Middle School Athletic Director	180 hours per season	Stipend	\$6,300
Student Before/After School Activities*	Activity Specific	Timecard	\$35 per hour
District-Based Activities**	Activity/Committee Specific	Timecard	\$35 per hour

*\*Student After School Activities and duration shall be determined by application through building administration and district office administration.*

*\*\*District-based activities include committee work (i.e., BLT, PBIS, etc.) and activities that require supervision and management of club/activity for more than one individual school simultaneously. The duration shall be determined by the district office administration.*

**APPENDIX C**

**GRANDFATHERED LONGEVITY FOR TEACHERS**

Any teacher who received a longevity payment in the 2022-2023 school year will continue to receive the longevity payment at the same amount that was paid in 2022-2023 unless the teacher enters the retirement track pursuant to Article XIX of this Agreement in which case the longevity payment will be included in his/her base salary which will then be increased by the applicable percentage set forth in Article XIX, Section 3. For example, the teacher's base salary was \$100,000.00 in 2022-2023 and he/she also received a separate longevity payment of \$1,500.00 in 2022-2023. If that teacher submits a notice of retirement pursuant to Article XIX which provides the teacher a 6% increase over his/her 2022-2023 TRS creditable earnings of \$101,500.00, the teacher will be paid \$107,590.00 ( $\$101,500.00 \times 1.06$ ) in 2023-2024.

**APPENDIX D**

**TEACHER EVALUATION PLAN**

The parties agree that the procedural items in the Teacher Performance Evaluation Plan are subject to the Grievance Procedure.

**TEACHER PERFORMANCE  
EVALUATION**

**ZION ELEMENTARY SCHOOL DISTRICT 6**

The mission of the Zion Elementary School District 6 is to educate students who will have the competence and character to excel in the global community as responsible citizens and life-long learners.

## **VISION STATEMENT:**

In partnership with families and community, Zion Elementary School District 6 strives for educational excellence for every child in every classroom by providing a dynamic educational system in which learners actively participate, staff are caring, ethical and highly competent, and innovative instruction meets the diverse needs of students.

In keeping with the vision of the Zion Elementary School District 6, the Zion Elementary Schools are committed to providing a superior education for the youth of Zion. To meet this commitment District 6 must have an effective program of evaluation.

To be effective, evaluation must contribute to continuous improvement. Evaluation must provide the needed data to identify and implement appropriate instructional programs and techniques so that all students can succeed.

The evaluation of job performance in the school setting will contribute to the advancement of District goals, District beliefs and each School Improvement Plan.

Board of Education  
Zion Elementary School District 6

The Zion Education Association

Administration  
Zion Elementary School District 6

## **Zion Teacher Evaluation Plan Zion Elementary School District 6**

The District 6 Evaluation Plan for Teachers is the result of a collaborative effort of the District 6 Board of Education and Administration, with the Zion Education Association to provide for “Excellence without Exception” for the children within our community. One of the established District 6 goals is that District 6 must establish outstanding staff evaluation processes that measure performance in an objective and student-centered manner. Staff development that corresponds to these evaluative processes is also essential to individuals, schools, and the district as a whole. We realize that the daily work which our teachers perform is vitally important to the growth of our children in Zion; there is no greater priority than our responsibility to provide for their ongoing development as teachers.

Therefore, the purpose of the District 6 Evaluation Plan for Teachers is the improvement of instruction. By utilizing a supervision and evaluation system that supports our teachers in the development of their craft, teachers can systematically improve their classroom performance, paying dividends to the learning of our children. The Framework for Teaching, the rubric that serves as the foundation of our evaluation system, is provided for the benefit of the teacher as an individual, as well as the collective professional learning community. The framework ensures the utilization of a common vocabulary for planning, management, instruction and professionalism, and this common rubric and vocabulary are the foundation of a professional dialogue vital to the continuous development of teachers. These dialogues allow teachers to share best practice and collectively improve.

The framework contains a rubric broken down into four professional domains of performance. These are Domain 1: Planning and Preparation, Domain 2: Classroom Environment, Domain 3: Instruction, and Domain 4: Professional Practice. Within each domain are several more specific components which define the skills within the domain. Providing for an objective rubric also helps to articulate specific skill levels in particular component areas helps crystallize growth in specific areas for all teachers. Recommendations for improved instructions become much more specific, and supporting individual teachers with much more prescriptive coaching is possible. Additionally, a sound evaluation framework can provide assurance to the community that a high-quality of teacher performance is maintained within our schools.

Our teacher evaluation plan has several individual elements which each have specific purpose, process and desired results. Ultimately, the collective desired result of all these procedures is to maximize teacher performance in the classroom resulting in increased student academic performance.

The **Goal Setting Process** is designed to allow individual teachers as well as collective groups of teachers, including entire schools, to articulate potential growth areas for the upcoming year. All teachers participate in this goal setting process annually, as goal setting is a vital component for professional development. By September 30, principals will establish school-wide goals that all staff members contribute to, and benefit from, as well as collaboratively work with the teacher or group of teachers to identify other potential goals. The school-wide goals are developed through data analysis of student performance in the past year. Individual goals are

identified by teachers based on their past evaluations and/or observations by the principal. Additionally, teachers may choose an additional goal which is unique to their particular personal interests, and aimed at increasing student performance. Principals will check in with teachers at least once during the year on the progress of the teachers' goals and processes to reach them, as well as toward the end of the year as a reflective exercise. Teachers will each have an individual goal setting sheet which they will share with the principal at several checkpoints during the year for sure focus on specific goals.

The purpose of the **informal observations** is to provide for authentic evidence collection by the principal. These observations are approximately 20 to 30 minutes in length, are generally unannounced, and provide data collected and related back to The Framework rubric by the principal. All teachers will have an informal observation by October 31 of each school year because early, formative feedback is vital for teacher growth. Informal observations are great for capturing evidence within Domain 2 Classroom Environment, and Domain 3 Instruction. Principals will provide a written copy of the evidence collected and feedback related to the components from The Framework to the teacher on an Informal Observation Form within three working days of the observation. The teacher in turn should return the informal observation form signed to the principal within three days of receipt of the form. The principal may choose to request a meeting with the teacher based on the informal observation. Also, the teacher may request a meeting with the principal to discuss the informal observation feedback. By October 31st, it is also possible that either the teacher or principal may request the teacher be placed on the summative evaluation cycle even if originally this was scheduled to be a non-summative year. Over the course of the school year, it is anticipated that the principal may do multiple informal observations on a teacher, in addition to the one mandated early informal observation. However, if in any year the principal decides to perform more than four informal observations on a teacher, the principal will request a meeting with the teacher and a ZEA representative to discuss the reasons for more than four informal observations. Evidence gathered from an informal observation is evidence for a teachers' summative evaluation.

The purpose of a **Formal Observation** is to provide for a more comprehensive, robust, and detailed observation of teacher performance. The formal observation is designed for the principal to collect evidence of planning, management, instruction and reflection. This also allows for a much greater opportunity for teacher growth in a variety of component areas over the course of the year. The formal observation process includes four steps. The first step is the pre-observation conference where the teacher provides, in advance of the classroom observation, context of the classroom, a plan for the lesson to be observed, and a focus for the observation. Prior to the pre-observation conference, the teacher should complete and forward a copy of the Pre-Observation Form to the principal. During the pre-observation conference, the teacher and principal will discuss the information that the teacher provided, and clarify a focus for the observation. The pre- observation conference provides evidence for Domain 1, Planning and Preparation.

The next step is the actual classroom Formal Observation. It is approximately 45 to 50 minutes in length and is intended to give the principal a more comprehensive look at the teacher instructional process. The principal will observe a teacher's performance, collecting evidence for Domains 1, 2 and 3. Afterward, the principal will synthesize the evidence, and arrange for a



post conference meeting with the teacher within seven days of the observation. Prior to the post-observation conference, the principal will draft a preliminary draft of the Formal Observation Form which associates the evidence of particular components of the framework, and may develop a preliminary assessment of particular classroom performance components.

However, the ultimate comments regarding a formal observation can only be completed after the principal has had the opportunity to review the evidence and notes with the teacher. The teacher reflection of the class that was observed is critical to an analysis of the observation itself. As such, the teacher is expected to prepare a **Post-Observation Form** completed prior to the post-observation conference. The next step, the post- observation conference, occurs within seven days of the observation. The post- observation conference includes an opportunity for the teacher to reflect on his/her performance, as well as provide additional information and context that the principal may not have been aware of. As a result of the reflection, the principal will also be able to collect evidence and appropriately identify the teacher's skill level for 4a, Reflecting on Teaching. During the conference, the principal will communicate the most important items of the evidence collected, and make suggestions and recommendations. The post conference discussion is vital to the understanding of the evidence that was collected in the classroom, including student work data, and the principal will need to review this prior to any final evaluation document being drafted.

The final step in the formal observation process occurs after the post-observation conference when the principal modifies and ultimately finalizes the Formal Observation Form, and provides the document to the teacher within 10 working days of the observation date. The teacher is expected to sign that they received the document and return it to the principal within three working days of receipt of the document.

The **Domain 4 Evidence Collection** is an opportunity for the principal to document evidence from the components within Domain 4 Professional Responsibilities. At various times during the year, the principal will want to capture on this Domain 4 Evidence Collection Form the positive contributions that teachers make within the school community to help build our strong learning community, as well as if there are any necessary areas of improvement. The collection and documenting of this evidence should be done with the feedback of teachers as teachers are also expected to provide evidence for their performance within this domain. The Domain 4 Evidence Collection form can be utilized at various times throughout the year as evidence is identified by the principal, but minimally once prior to the end of the year the principal should provide Domain 4 evidence for all teachers using the form. The teacher in turn should return the Domain 4 form signed to the principal within three days of receipt of the form. The principal may choose to request a meeting with the teacher based on the informal observation. Also, the teacher may request a meeting with the principal to discuss the informal observation feedback.

The **Summative Evaluation Process** is intended to provide an overall assessment of the teachers' performance over the course of the school year, and/or since the time of their last summative evaluation. (Teachers who are in non-summative years will still be part of the goal-setting process, be informally observed one time, and have Domain 4 evidence collected as evidence for their summative in the next school year.) This summative evaluation process includes a student growth component as determined by the joint evaluation committee. This

summative evaluation is a necessary component in our assurance that the overall performance of teachers is adequate for the district. Additionally, this process provides for long-term multi-year growth and goal setting for individual teachers. Toward the conclusion of the school year, in accordance with the deadline dates associated with each teacher evaluation process, the principal will arrange for a summative evaluation conference with the teacher. The principal will bring to the meeting a draft copy of the Summative Evaluation Form that they have created based on an analysis of all of the evidence that was collected over the course of the evaluation period, including all domain evidence on the Composite Process Form. The principal will provide a scoring for every component within the rubric, and will calculate a domain and overarching score based on pre-determined cut scores within the calculation. Any tenured teacher who has a summative evaluation score of unsatisfactory will be placed on a Remediation Plan as per State of Illinois guidelines. Any tenured teacher who has a summative rating of Needs Improvement will be on a summative evaluation year the following year, and will have a Professional Development Plan (“PDP”) designed to identify very specifically and concretely the areas of necessary improvement and desired skill development for the following year. This form allows the principal to very explicitly communicate to the teacher that significant improvement is expected over the course of the next year. This PDP form should be shared with the teacher within thirty (30) school days of the issuance of the Needs Improvement rating in connection with the goal setting process for the upcoming year. Additionally, the specific supports and coaching that a teacher may need to provide for such growth should also be identified. Hopefully, the District 6 Teacher Evaluation Process is only one aspect of our Professional Learning Community where feedback is regularly shared as part of daily professional practice. The processes and forms associated with the formal evaluation plan are used to document evidence and provide assurances for a fair and objective system.

Therefore, it is expected that evidence to be used in the summative evaluation process be evidence collected on the evaluation documents. It is also expected, however, that there is an even more expansive culture of sharing feedback that occurs continuously for the improvement of instruction. Teachers need ongoing feedback from principals and each other on a regular basis to be given the opportunity to grow and fully realize their potential in our profession and making a difference in the lives of our students.

### **Student Growth to Validate Quality Teaching and Learning**

The teacher evaluation process is designed to ensure and support quality educational experiences are being provided to our children. Analyzing student academic progress as a means to validate teacher effectiveness is a logical component of this evaluation process. The ability to track and document student academic growth in the classroom is vitally important to demonstrate accountability to student learning.

In Zion Elementary School District 6, we have a long history of utilizing and analyzing student growth data as a natural part of our educational process. We realized several years back that the ability to track growth data is not only important from a summative accountability perspective, but even more important from an instructional and intervention process. We need to continuously reflect on how our students are succeeding in meeting learning objectives, as evidenced by data collection, as well as where to direct our educational efforts and resources.

Our district building principals have had a student growth component within their evaluations

for several years, and we have seen that the grade level and school expectations that the district has set forth are attainable. We have also seen that focus on these growth targets does result in increased student growth performance, thus promoting student learning.

Specifically, we hope that a strategic and intentional use of assessments to measure student growth can:

- Support a sense of clarity and purpose to our curriculum within the district by closely examining our district assessments.
- Act in a formative manner to provide teachers within the district with real-time, ongoing data as to student progress to help them adjust and modify teaching most effectively.
- Validate the outstanding teaching that occurs within our district by demonstrating the significant academic growth our students experience by their working with our staff, and identify specific teachers who may be in need of professional support.

In the beginning of each school year, the principal will review with each teacher who is accountable for a student growth component the exact assessments for which the teacher is responsible in a given year as well as the expectations for growth on each assessment. This information is to be provided at the same time as the process goal meetings and should be captured on the Student Growth Objectives Form.

### **SYNTHESIZING PROCESS (DANIELSON) & PRODUCT (STUDENT GROWTH)**

This final rating of student growth accounts for 30% of the teacher' evaluation performance process. This, in conjunction with the 70% Danielson Framework Process component, is synthesized to produce a final evaluation rating and all the evaluation data is transferred onto the Summative Evaluation Form.

#### **1. New teacher orientation in August**

- District Meeting
  - Explain Teacher Performance Evaluation Process
- Building Meeting
  - Explain School Improvement Plan and Building Procedures

#### **2. For 1st and 2nd year teachers**

By the end of the second week, an individual conference will be held with the principal to review the teacher performance evaluation process and to discuss ways the principal may be of assistance. 2nd year teachers will also review the performance goals developed during the final evaluation conference of the previous school year.

- 3 Observations/2 Formals to be completed by:
  - Informal by October 31
  - First formal by December 15

- Second formal by February 15

- Pre-conference form to be completed and conference scheduled prior to each observation.
- Post-conference to be held within 7 calendar days of the respective observation.
- Summative Performance Assessment Conference by March 1.
  - The teacher has 20 calendar days in which to respond.

### **3. For 3rd and 4th year teachers**

By the end of the 4th week, an individual conference will be held with the principal to review the Teacher Performance Evaluation Process and review the performance goals developed at the final evaluation conference of the previous year.

- 3 Observations/2 Formals to be completed by:
  - Informal by October 31
  - First formal by December 15
  - Second formal by February 15
- Pre-conference form to be completed and conference scheduled prior to each observation.
- Post-conference to be held within 7 calendar days of the respective observation.
- Summative Performance Assessment Conference by March 1.

The teacher will sign the evaluation to acknowledge receipt. A copy of the evaluation will be given to the teacher and be placed in the teacher's personnel file. The teacher has 20 calendar days in which to respond to the evaluation.

### **4. Teachers on Continued Contractual Service (Tenured teachers)**

Tenured teachers will be formally evaluated at least once every three (3) years if their most recent evaluation rating was "Proficient" or "Excellent." A tenured teacher whose most recent evaluation rating is "Needs Improvement" will be formally evaluated the year and be placed on a Professional Development Plan (PDP). A tenured teacher whose most recent evaluation rating is "Unsatisfactory" will be formally evaluated the following year through the Remediation Plan process.

- Tenured teachers will be informally evaluated every year.
- Within the first 6 weeks of the school year, the tenured teachers in their assessment year will meet as a group to review the performance evaluation process with the administration.

<u>Type of Teacher</u>	<u>Evaluation Process</u>	<u>Summative</u>
All Teachers	<ul style="list-style-type: none"> <li>Notification of Evaluator by 1st day of school</li> <li>Initial meeting by 9/30</li> <li>Goal Setting sheet completed by 9/30</li> <li>Growth Target Sheet completed by 9/30</li> <li>Growth Review completed by 2/28</li> <li>Goal Review completed by 4/15</li> </ul>	N/A
Non-Tenured Teachers Years 1-4	<p><b>3 Observations → 1 Informal and 2 Formal</b></p> <ul style="list-style-type: none"> <li>Informal observation completed by 10/31</li> <li>1<sup>st</sup> Formal Observation completed by 12/15*</li> <li>2<sup>nd</sup> Formal Observation completed by 2/15*</li> </ul> <p><i>*There must be a minimum of 10 school days between formal observations</i></p>	Due by 3/1
Tenured Non-Summative Year	<p><b>1 Observations → 0 Formal</b></p> <ul style="list-style-type: none"> <li>Informal observation completed by 10/31</li> </ul>	No Summative
Tenured Summative Year	<p><b>2 Observations → 1 Informal and 1 Formal</b></p> <ul style="list-style-type: none"> <li>Informal observation completed by 10/31</li> <li>Formal Observation completed by 4/15</li> </ul>	Due by 5/1
Tenured Last Evaluation Rating = Needs Improvement	<p><b>3 Observations → 1 Informal and 2 Formal</b></p> <ul style="list-style-type: none"> <li>Informal observation completed by 10/31</li> <li>1<sup>st</sup> Formal Observation completed by 12/15*</li> <li>2<sup>nd</sup> Formal Observation completed by 2/15*</li> <li>PDP Included</li> </ul> <p><i>*There must be a minimum of 10 school days between formal observations</i></p>	Due by 3/1
Tenured Last Evaluation Rating = Unsatisfactory	<p><b>3 Observations → 3 Formal</b></p> <ul style="list-style-type: none"> <li>Remediation Plan</li> <li>Three formals in 90 days</li> </ul>	90 Day Timeline

**REMEDIATION ACTIVITIES FOR TEACHERS ON  
CONTINUED CONTRACTUAL SERVICE (TENURED TEACHERS)**

If a tenured teacher receives an overall rating of unsatisfactory, within thirty (30) calendar days of the post observation conference a remediation plan will be designed to correct the area(s) identified as unsatisfactory, provided the deficiencies are deemed remediable.

Participants in the remediation plan shall include the teacher deemed unsatisfactory, a qualified administrator, and/or a consulting teacher. The remediation plan may include the participation of other personnel to assist in correcting areas identified as unsatisfactory.

- A. The remediation plan shall provide for quarterly evaluations and ratings to occur during the year following the teacher's receipt of the remediation plan and shall be based on the unsatisfactory evaluation.
1. The quarterly evaluations and ratings shall be conducted by a qualified administrator.
  2. When a quarterly evaluation schedule requires an evaluation after the close of the school year, but on or before July 15, such evaluation shall be scheduled to occur no later than two (2) weeks prior to the close of the preceding school year.
  3. When a quarterly evaluation schedule requires an evaluation after the close of the school year, but after July 15, such evaluation shall be scheduled to occur not later than two (2) weeks after students' attendance commences in the following school year.
  4. Failure to strictly comply with the timelines for the required quarterly evaluations because of events such as summer months, illness, or certain leaves granted teachers under a remediation plan shall not invalidate the results of the remediation plan.
  5. The qualified administrator shall conduct the fourth and final evaluation at the conclusion of the year specified in subsection (A) (1) of this Section.
  6. The remediation plan shall provide reinstatement to a schedule of biennial evaluations for any teacher who successfully completes the one-year remediation plan by receiving a satisfactory or better rating, unless the District's plan regularly requires more frequent evaluations.

B. Participants in the remediation plan shall include the teacher deemed unsatisfactory, a qualified administrator, and/or a consulting teacher. The remediation plan may include the participation of other personnel to assist in correcting areas identified as unsatisfactory.

1. The participation of the consulting teacher shall be voluntary.
2. The qualified consulting teacher shall be one who has received a rating of excellent on his or her most recent evaluation, has a minimum of five years-experience in teaching, and has knowledge relevant to the assignment of the teacher under remediation.
3. The qualified consulting teacher shall be chosen from a list developed by the district or, in districts with an exclusive bargaining agent, the bargaining agent, may, if it chooses, supply a roster of at least five (5) qualified teachers from which the consulting teacher is to be selected, or the names of all teachers so qualified if that number is less than 5.
4. Where no consulting teacher is available in a district, the district shall request the State Board of Education to provide a consulting teacher. The State Board of Education shall thereupon provide a consulting teacher who meets the requirements of subsection (B)(2) of this Section.
5. If the consulting teacher becomes unavailable during the course of a remediation plan, a new consulting teacher shall be selected in the same manner as the initial consulting teacher. The remediation plan shall be amended as necessary upon consultation with the new consulting teacher.
6. The consulting teacher shall provide advice to the teacher rated as unsatisfactory on how to improve teaching skills and to successfully complete the remediation plan.
7. The consulting teacher shall not participate in any of the required quarterly evaluations, nor be engaged to evaluate the performance of the teacher under remediation, unless a collective bargaining agreement provides otherwise.
8. The consulting teacher shall be informed, through three quarterly conferences with the qualified administrator and the teacher under



remediation, of the results of the first three quarterly evaluations in order to continue to provide assistance to the teacher under a remediation plan.

9. Any teacher who fails to complete the one-year remediation plan with a satisfactory or better rating shall be dismissed in accordance with Section 24-12 or 34-85 of The Illinois School Code.

### **Teacher Student Growth Evaluation Metrics**

Teacher evaluation will be based on a specified growth metric derived from a nationally normed assessment. This metric highlights the teacher effectiveness by identification of the overall growth performance of each student.

#### **Kindergarten - Grade 8 Assessment: NWEA**

Based on the NWEA growth summary report, each child will be given a conditional growth percentile score for Reading/Language Arts and Math. Students will be assessed in English unless the following criteria are met:

- Student is a new comer.
- Student participates within the assessment that is in their language of instruction.
- Student is assessed in language deemed appropriate by ELL Director/Coordinator or designee.

Teacher performance evaluation rating will be determined by computing the median conditional growth percentile score of all rostered students as pertains to the Certified Staff Categories listed in the chart. This score will be rated using the following scale.

<b>Teacher Evaluation Rating</b>	<b>Median Conditional Growth Percentile Score</b>
Excellent	75-100
Proficient	50-74
Needs Improvement	25-49
Unsatisfactory	0-24

**How to Calculate Conditional Student Growth Percentile**

1. Access the Student Achieve Growth Summary
2. Determine the median Conditional Growth Percentile for all students currently rostered to you (See below).
3. Refer to the chart above to determine your rating based on the Student Growth Metric part of the teacher evaluation.

WI23 Date	Achievement Status				Growth							Comparative	
	Fall 2023		Winter 2023		Student					Comparative			
	RIT Score Range	Achievement Percentile Range	RIT Score Range	Achievement Percentile Range	Projected RIT Score	Projected Growth	Observed Growth	Observed Growth SE	Growth Index	Met Projected Growth	Conditional Growth Index	Conditional Growth Percentile	
1/23/23	208-211-214	24-30-37	221-224-227	43-50-57	215	4	13	4.5	9	Yes	1.74	96	
1/24/23	184-187-190	2-3-4	188-191-194	2-3-5	191	4	4	4.6	0	Yes ‡	-0.05	48	
1/23/23	190-193-196	4-6-8	207-210-213	17-22-27	197	4	17	4.5	13	Yes	2.46	99	
1/23/23	185-188-191	2-3-5	202-205-208	11-15-19	192	4	17	4.7	13	Yes	2.39	99	
1/24/23	188-191-194	3-5-7	198-201-204	7-10-14	195	4	10	4.6	6	Yes	1.1	86	
1/23/23	201-204-207	13-18-23	204-207-210	13-17-22	208	4	3	4.5	-1	No ‡	-0.2	42	
1/23/23	197-200-203	9-12-16	200-203-206	9-12-16	204	4	3	4.5	-1	No ‡	-0.21	42	
1/23/23	206-209-212	20-26-32	206-209-212	16-20-25	213	4	0	4.5	-4	No ‡	-0.77	22	
1/23/23	182-185-188	1-2-3	197-200-203	7-9-12	189	4	15	4.5	11	Yes	2.08	98	
1/23/23	194-197-200	6-9-13	218-221-224	36-43-50	201	4	24	4.5	20	Yes	3.81	99	
1/23/23	202-205-208	15-19-24	208-211-214	18-23-29	209	4	6	4.5	2	Yes ‡	0.39	65	
1/23/23	194-197-200	7-9-13	205-208-211	14-19-24	201	4	11	4.5	7	Yes	1.33	91	
1/23/23	190-193-196	4-6-8	194-197-200	5-7-9	197	4	4	4.5	0	Yes ‡	-0.03	49	
1/23/23	***	***	216-219-222	32-39-46									
1/23/23	222-225-228	54-61-68	227-230-233	56-63-69	229	4	5	4.5	1	Yes ‡	0.24	59	
1/23/23	219-222-225	47-54-61	224-227-230	49-57-64	226	4	5	4.6	1	Yes ‡	0.23	59	
1/23/23	195-198-201	7-10-14	208-211-214	18-23-29	202	4	13	4.7	9	Yes	1.66	95	

Achievement Status		Growth	
Fall 2023	Winter 2023	Student	Comparative
<b>Summary for: Mathematics</b>		Percentage of Students who Met or Exceeded their Projected RIT Score	81.3%
		Percent of Projected Growth Met	234.4%
		Count of Students with Growth Projection Available and Valid Beginning and Ending Term Scores	16
		Count of Students who Met or Exceeded their Projected RIT	13
		Median Conditional Growth Percentile	76

**Final Certified Staff Evaluation Breakdown**

- 30% of Teacher Evaluation Score is determined by Assessment Growth Metric.  
 70% of Teacher Evaluation Score is determined by Principal Evaluation per Danielson Rubric.

### **Growth Data**

All students with valid test scores within the two comparing testing windows for the subject-matter assessment will be included within growth data outcomes.

### **Evaluation Exceptions**

1. If a teacher of record is absent due to an approved leave for a minimum of 15% of days, within a testing window (Fall to Winter or Winter to Spring) from the first day of the first testing window to the last of the testing window, either continuous or intermittent, grade-level student growth outcomes will be applied in lieu of his/her classroom growth data outcomes.
2. A student's score will not be applied to a teacher evaluation if any of the following criteria are met:
  - a. A student does not have a valid test score within the two comparing testing windows for the subject-matter assessment.
  - b. A student transfers to a new teacher within 20 school days of a screening assessment.
3. A student's score will not be applied to any class/grade/building level evaluation if any of the following criteria are met:
  - a. A student does not have a valid test score within the two comparing testing windows for the subject-matter assessment.
  - b. The student's absenteeism is greater than or equal to 30% either between the two comparing testing windows for the subject-matter assessment.

### Pre-K Assessment

Pre-K Assessments will be based on a criterion and/or normed based reference score.

- Teaching Strategies expected growth norms are identified as Gain. (see below).
- Gain can be identified for both Literacy and Math.
- Teacher evaluations will be computed by finding the median gain.

Teacher performance evaluation rating will be determined by computing the median gain of all rostered students.

Table 15					
Mathematics scaled scores by age/grade					
Age / grade		Fall	Winter	Fall to Spring	
				Spring	Gain
Prekindergarten 4	Mean	341.41	379.14	405.25	63.96
	SEM	14	13	13	
	SD	53.48	47.28	51.44	46.33
	25th	320	354	380	37
	50th	350	384	408	59
	75th	376	408	433	83
Literacy scaled scores by age/grade					
Age / grade		Fall	Winter	Fall to Spring	
				Spring	Gain
Prekindergarten 4	Mean	474.47	506.52	527.01	52.52
	SEM	10	8	8	
	SD	51.10	39.56	43.10	44.00
	25th	457	491	508	31
	50th	485	509	531	48
	75th	502	529	550	67

**STUDENT GROWTH OVERALL RATING CHART  
70%/30% MODEL**

			<b>Professional Practice (70%)</b>			
<b>Student Performance (30%)</b>	<b>Rating</b>		<b>Excellent</b>	<b>Proficient</b>	<b>Needs Improvement</b>	<b>Unsatisfactory</b>
		<b>Points</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>
	Excellent	<b>4</b>	<b>4.0</b>	<b>3.3</b>	<b>2.6</b>	<b>1.9</b>
	Proficient	<b>3</b>	<b>3.7</b>	<b>3.0</b>	<b>2.3</b>	<b>1.6</b>
	Needs Improvement	<b>2</b>	<b>3.4</b>	<b>2.7</b>	<b>2</b>	<b>1.3</b>
Unsatisfactory	<b>1</b>	<b>3.1</b>	<b>2.4</b>	<b>1.7</b>	<b>1.0</b>	

			<b>Final Rating</b>	
			<b>Lower Bound</b>	<b>Upper Bound</b>
<b>Excellent</b>			3.2	4.0
<b>Proficient</b>			2.1	3.1
<b>Needs Improvement*</b>			1.8	2.0
<b>Unsatisfactory**</b>			1.0	1.7

\* A tenured teacher whose recent evaluation rating is “Needs Improvement” will be formally evaluated the following year and will be placed on a Professional Development Plan (PDP).

\*\* A tenured teacher whose recent evaluation rating is “Unsatisfactory” will be placed on a formal Remediation Plan

### DATA COLLECTION WINDOW & CATEGORIES

*Calculations below will be applied for the 2022-2023 clawback data.*

Given the calendar of the teacher evaluation period, all data collected for the student growth component of the teacher evaluation will be based upon the following:

<b>Data Collection Window</b>		
Non-Tenured Year 1	Fall to Winter of the evaluation year	
Non-Tenured Years 2-4	Fall to Winter of the current evaluation year, Fall to Spring of the previous school year --- averaged of fall to winter current median and fall to spring previous medians Average medians together to create a single score.	
<b>Certified Staff Categories</b>		<b>Summative Evaluation Weighting</b>
<i>Certified staff members will have his/her student growth scores determined by the performance of the following cadre of students:</i>		<i>The percentage balance between the weight of the portions of the evaluation based on professional practice and student performance:</i>
PreK	Reading & Math – Class list performance data will be used to calculate the median growth percentile for student growth measurement.	70/30
K-5 Classroom Teacher	Reading & Math – Class list performance data will be used to calculate the median growth percentile for student growth measurement.	
K-5 Exploratory Teacher	Reading & Math – Grade level performance data (for the grade level(s) that the teacher will be teaching) will be used to calculate the median growth percentile for student growth measurement for each subject.	
6-8 Middle School Teacher (ELA, Math, Social Studies, Science)	Reading & Math – Grade level performance data (for the grade level(s) that the teacher will be teaching) will be used to calculate the median growth percentile for student growth measurement for each subject. <i>Class lists will not be used.</i>	
K-5 & 6-8 Middle School Teacher (Electives, Exploratory, PE) Instructional Intervention Specialists or other Certified Staff without a designated caseload	Reading & Math – Grade-level performance data (for the grade level(s) that the teacher will be teaching) will be used to calculate the median growth percentile for student growth measurement for each subject <ul style="list-style-type: none"> <li>• If the Certified Staff teaches multiple grades, their score will be compiled by the median of the specific grade(s) they teach. (i.e. If they teach only grades 6 &amp; 7, their median growth percentile will be calculated from the 6<sup>th</sup> &amp; 7<sup>th</sup> grade level data only.)</li> <li>• If the Certified Staff is split between multiple schools, their score will be compiled by the average median of specific grade(s) teaching from all supported schools.</li> </ul>	
Instructional Coaches, Psychologists	School-wide performance data will be used to calculate the median growth percentile for student growth measurement for each subject; data includes PreK scores. <ul style="list-style-type: none"> <li>• If the Certified Staff is split between multiple schools, their score will be compiled by the average median of specific grade(s) teaching from all supported schools.</li> </ul>	

Special Ed, Sped Resource, ELL/Bilingual Resource, OT, PT, SLP, SW	Individual caseloads will be used to calculate the median growth percentile for student growth measurement in subject areas serviced. If no students are serviced in a particular subject area (ELA or Math), then grade-level data, for the grade(s) the staff is associated with, is used for that subject only.	
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**CURRENT YEAR:** Student performance data is calculated from Fall to Winter student growth percentiles of current year.

**CLAWBACK:** Clawback data is calculated from Fall to Spring student growth percentiles from previous year. If Certified Staff split between multiple schools, clawback data will be calculated from the average median of each school/grade(sw).

1. Teachers on Continued Contractual Service (Tenured teachers)

Tenured teachers will be formally evaluated at least once every three (3) years if their most recent evaluation rating was “Proficient” or “Excellent.” A tenured teacher whose most recent evaluation rating is “Needs Improvement” will be formally evaluated that year and be placed on a Professional Development Plan (PDP). A tenured teacher whose most recent evaluation rating is “Unsatisfactory” will be formally evaluated the following year through the Remediation Plan process.



**APPENDIX E**  
**ZION ELEMENTARY SCHOOL DISTRICT 6**  
**EDUCATIONAL SUPPORT PERSONNEL**  
**EMPLOYEE EVALUATION PROCEDURE AND FORMS**

**Probationary Staff (Year 1):**

1. Each new employee will be evaluated twice during his/her probationary period (which is 75 work days).
2. The first evaluation will be on or before the fortieth (40th) work day of employment.
3. The second evaluation will be on or before the seventy-fifth (75th) work day of employment to determine if the employee will be retained.

**Probationary Staff (Year 2-4):**

1. Assistants who are in their second to fourth year of employment will be informed by September 1 of each school year of the evaluation process, goal setting, and review evaluation instrument to be used.
2. Each assistant will be evaluated at least twice each school year, once each semester, for his/her second through fourth years of employment, with at least 35 work days between evaluations.
3. Each evaluation will be scheduled and will consist of a pre-conference, goal setting, an observation and a post-conference and will be done by the building principal or a designated evaluator from the district's list of qualified evaluators.

**Non-Probationary Staff (Years 5+):**

1. Beginning with his/her fifth (5th) year of employment, each assistant will be evaluated at least once every two (2) years.

**Evaluation Process:**

Each evaluation will be scheduled and will consist of a pre-conference, an observation and a post-conference and will be done by the building principal or a designated evaluator from the district's list of qualified evaluators.

After the probationary period, if an evaluator finds areas of the evaluation to be unsatisfactory, these areas will be explained in the comment section of the evaluation instrument. The evaluator, the employee, and a representative of the Association will meet to develop a remediation plan. This plan will be for a period of 75 work days with at least two evaluations during the remediation plan period, and a minimum of 30 days between the two evaluations. If the employee is found to still be unsatisfactory at the end of the remediation period he/she may be terminated. If he/she is found to be satisfactory at the end of the remediation period, he/she will be returned to the employee's evaluation cycle immediately prior to remediation.

<u>Educational Support Personnel</u>	<u>Evaluation Process</u>	<u>Summative</u>
<b>All ESP's</b>	<ul style="list-style-type: none"> <li>• Notification of Evaluator by September 1               <ul style="list-style-type: none"> <li>○ Review of evaluation process, goal setting, and evaluation tool</li> </ul> </li> </ul>	<b>N/A</b>
<b>Probationary Staff (Year 1):</b>	<p style="text-align: center;"><b>2 Evaluations</b></p> <ul style="list-style-type: none"> <li>• 1st evaluation by the 40th work day of employment</li> <li>• 2nd evaluation by the 75th work day of employment               <ul style="list-style-type: none"> <li>○ This evaluation will determine if employee will be retained</li> </ul> </li> </ul>	<b>N/A</b>
<b>Probationary Staff (Year 2-4):</b>	<ul style="list-style-type: none"> <li>• Pre-conference to be scheduled prior to each observation</li> <li>• Goal Setting by 9/30</li> <li>• Observation by 12/15</li> <li>• Post-conference to be held within 7 calendar days of the observation</li> </ul>	<b>Due by 5/1</b>
<b>Tenured Non-Summative Year</b>	<p style="text-align: center;"><b>1 Observations → 0 Formal</b></p> <ul style="list-style-type: none"> <li>• Informal observation completed by 10/31</li> </ul>	<b>No Summative</b>
<b>Tenured Summative Year</b>	<p style="text-align: center;"><b>2 Observations → 1 Informal and 1 Formal</b></p> <ul style="list-style-type: none"> <li>• Informal observation completed by 10/31</li> <li>• Formal Observation completed by 4/15</li> </ul>	<b>Due by 5/1</b>