

CONTRACTUAL AGREEMENT
BETWEEN
THE BOARD OF EDUCATION
MARSEILLES ELEMENTARY SCHOOL DISTRICT #150
AND
THE MARSEILLES EDUCATION ASSOCIATION
July 1, 2022
through
June 30, 2027

PREAMBLE

This Agreement between the Board of Education of Marseilles Elementary District #150, LaSalle County, Illinois and the Marseilles Education Association, affiliated with the Illinois Education Association and the National Education Association, incorporates a number of understandings which derive from the parties' mutual belief that each pupil is entitled to an education of the highest quality and the Board and the Association recognize that they have a common responsibility to work together toward the achievement of this goal. It is the intent of both parties that the relationship that results from this Agreement be one of good faith and mutual respect.

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ARTICLE I

RECOGNITION

1.1 The Board of Education of Marseilles Elementary District #150, LaSalle County, Illinois, hereinafter the Board, hereby recognizes the Marseilles Education Association/I.E.A/N.E.A., hereinafter the Association, as the sole and exclusive bargaining representative of Professional Certified Personnel, full and part-time, in the School District excluding the superintendent, principal, assistant principal, all contracted individuals, and any other personnel with the right to hire or fire the implied right to effectively recommend hiring or firing in the School District, and all other employees now or in the future not herein named who are not in the category being recognized

1.2 The Board agrees not to enter into contract negotiations in regard to hours, wages, and working conditions with any individual, group or organization of teachers covered by this agreement, other than its negotiated representatives for the duration of this Agreement. Nothing herein shall preclude individuals or other organizations from presenting their views and recommendations to the Board or administrative staff at any time.

ARTICLE II

NEGOTIATION PROCEDURES

2.1 The Board of Education agrees that the teachers of District 150 have the right to organize and join the Marseilles Education Association.

2.2 The Board or their representatives agree to meet with the members of the Marseilles Education Association, or their representatives, and negotiate successor agreements in good faith. Both parties agree that it is their mutual responsibility to confer upon their respective representatives the necessary power and authority to make proposals, consider proposals, make counter-proposals in the course of negotiations, and to reach tentative agreements, which shall be presented respectively to the Board of Education and Association for ratification.

2.3 Negotiations shall begin no later than February 1 of the year the contract expires, unless both parties agree to an alternate date. Meetings shall be held, as necessary, at times and places agreed to by both parties. The first meeting shall be for the purpose of determining ground rules for future negotiating sessions. The Superintendent of the District will invite the President of the Marseilles Education Association, or a designated representative, to the January board meeting to establish the time and place for the first negotiations meeting.

2.4 When the Association and Board negotiating committee reach tentative agreement on all matters being negotiated, the items will be reduced to writing and shall be submitted to the membership of the Association for ratification and to the Board for ratification.

2.5 Within forty-five (45) days of ratification of the Agreement, the Board shall have sufficient copies of the Agreement prepared and delivered to the Association for its distribution to each teacher in the district. Each teacher, upon employment by the Board of Education, shall

receive, within two weeks, a copy of the present Agreement. Both parties shall share the costs involved in preparation of the Agreement, including paper and any overtime costs, equally.

2.6 Once negotiations have begun, they shall continue for at least a sixty (60) day period, unless a contract is entered into.

If after the sixty (60) day period, and within forty-five (45) days of the scheduled start of the forth-coming school year, the parties have not reached an agreement on all items, either party may declare to the other in writing that an impasse exists and call for the appointment of a mediator.

2.7 When an impasse has been declared, the Federal Mediation and Conciliation Service shall be requested by the parties to appoint a mediator from its staff. The cost, if any, for the mediator or fact-findings, shall be shared equally by the Board and the Association.

ARTICLE III **GRIEVANCE PROCEDURE**

3.1 Definition

A grievance shall mean a written complaint that there has been an alleged violation, misinterpretation or misapplication of the specific provisions of this Agreement.

All of the time limits consist of school days, except when a grievance is submitted less than ten (10) days before the close of the current school term. Time limits shall consist of all weekdays, in order that the matters may be resolved before the close of the school term or as soon thereafter as possible. School days, for purposes of the grievance procedure, shall mean teacher employment days.

3.2 Purpose

Every individual or the Association covered by this Agreement shall have the right to present grievances in accordance with these procedures, the purpose of which is to secure, at the lowest possible administrative level, equitable solutions to valid grievances which may arise.

3.3 Representation

The grievant has the right to representation of choice in the grievance procedure. The grievant shall be present at all grievance discussions unless the Board, Association and the grievant mutually agree in writing that the grievant's presence is not desirable or necessary. When the presence of the grievant at a grievance hearing is required, by either party, illness or incapacity of the grievant shall be grounds for any necessary extension of grievance procedure time limits.

3.4 Time Limits

A grievance must be filed within twenty (20) days of the occurrence of the event, which gave rise to the grievance. The number of days indicated at each step in the procedure shall be considered as the maximum allowable to the parties and every effort shall be made to resolve the grievance as rapidly as possible.

3.5 Constraints

Any investigation or other handling or processing of any grievances by the grievant and/or the Association shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grievant or of the District's employees.

Failure of a grievant and/or the Association to act on any grievance within the prescribed time limits will act as a bar to any further appeal, and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. Time limits may be extended by mutual agreement.

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

3.6 Procedure

Step One

It is desirable to resolve problems through free and informal communications. Therefore, before a grievance is filed, the claimant shall discuss the claim with the most immediate supervisor.

Step Two

If the complaint cannot be resolved informally, the aggrieved employee shall file the grievance in writing with the immediate supervisor, who shall certify by signature the date and hour the grievance was received. This certification shall be witnessed by the grievant. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the Agreement which are applicable, and shall state the remedy requested. The filing of the formal written grievance must be within twenty (20) days from the date of the occurrence of the event giving rise to the grievance. The supervisor shall make a decision on the grievance and communicate it in writing to the employee and the Superintendent within ten (10) days after receipt of the grievance

Step Three

In the event a grievance has not been satisfactorily resolved at the second step, the grievant shall file, within ten (10) days of the immediate supervisor's written decision at Step Two, a copy of the grievance with the Superintendent. Within ten (10) days after receipt of the

grievance, the Superintendent or his/her designee shall meet with the grievant to resolve the grievance. The Superintendent or his/her designee shall file an answer within ten (10) days of the third step grievance meeting and communicate it in writing to the grievant and the immediate supervisor.

Step Four

If the grievance is not satisfactorily resolved at Step Three, the grievance shall proceed to binding arbitration. The Association shall submit to the Superintendent a written request on behalf of the Association and the grievant to enter into binding arbitration. This request must be submitted within twenty (20) days of receipt of the Step Three answer.

Arbitration Proceedings

Arbitration proceedings shall be conducted by an arbitrator to be selected by the two parties from a roster of arbitrators provided by the American Arbitration Association (AAA). The parties agree to follow the rules and procedures of the AAA when selecting an arbitrator. Within seven (7) days after the Association requests binding arbitration, the two parties will request the American Arbitration Association to provide a panel of potential arbitrators. Each of the two parties will alternately strike one name at a time from the panel until only one name shall remain. The remaining name shall be the Arbitrator. Expenses for the Arbitrator's services shall be borne equally by the School District and the Association.

The decision of the Arbitrator shall be final and binding on the parties. The Arbitrator, in his/her opinion, shall not amend or modify, nullify, ignore or add to the provision of the Agreement. The Arbitrator's authority shall be strictly limited to deciding only the issue or issues presented to him/her in writing for the School District and the Association and his/her decision must be based solely and only upon his/her interpretation of the meaning or application of the express relevant language of the Agreement.

3.7 Participation

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

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

ARTICLE IV
BOARD AUTHORITY

4.1 It is the law of the State of Illinois that the determination and administration of school policy, the operation and management of the schools and the direction of employees are vested exclusively in the Board. It is the duty of all employees to carry out the policies and regulations as stipulated by the Board. The decision of the Board in matters pertaining to the determination and administration of school policy, the operation and management of the schools and the direction of employees shall be final.

ARTICLE V
MANAGEMENT RIGHTS

5.1 It is expressly understood and agreed that all functions, rights, powers or authority of the administration of the School District and the Board which are not specifically limited by the express language of this Agreement are retained by the Board, provided however, that no such right shall be exercised so as to violate any of the specific provisions of this Agreement.

5.2 The Board shall not be required to bargain over matters of inherent managerial policy, which shall include such areas of discretion or policy as the functions of the employer, standards of services, its overall budget, the organizational structure and selection of new employees and direction of employees.

ARTICLE VI
ASSOCIATION AND TEACHER RIGHTS

6.1 Any member of the bargaining unit who is a member or has applied for membership in the Association may sign and deliver to the Board an authorization for continuous or annual dues deduction. The appropriate authorization forms shall be provided by the Association.

- A. The continuous authorization shall remain in effect from year to year, unless the employee revokes said authorization between September 1 and September 15 of any year in writing.
- B. The annual authorization shall be subject to renewal each year.

6.2 The Board shall deduct from each of the Association's employee's pay the current dues of the Association, provided the Board has received an authorization form.

- A. Pursuant to such authorization, the Board shall deduct one-ninth of such dues from the regular salary check of the bargaining unit member each month for nine (9) months, beginning in September and ending in May of each year.
- B. The Board shall remit said deducted dues to the Association within ten (10) days following the pay period deduction.

- C. The Board shall deduct the dues authorized for those employees of the Association who are employed after the commencement of the school year, in as equal installments as possible to insure the proper dues are deducted for those employees by June of the school year.
- D. In the event the Association shall increase dues from the previous year, it shall certify the amount of the increase and total dues per member in writing on or before September 1 of the year in which the increase is to take effect. Failure to notify the Superintendent by the stated date will waive the Board's obligation to change the dues deduction for that year.

6.3 A copy of all Board minutes will be placed in mailbox, or made available to the President upon request.

6.4 Upon request, names and addresses of newly hired teachers shall be provided to the Association within fourteen (14) days after their employment.

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

6.6 The Association's members shall have the right to use school building, facilities, and equipment with approval of the Superintendent or his/her designees.

6.7 Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property after school hours.

6.8 The Association shall have the right to post notices of activities on designated bulletin boards. The Association may use the district mail service and employee mailboxes for communication to bargaining unit members. Notices and communications shall not be defamatory, political (other than MEA/IEA/NEA business), or religious in nature.

6.9 The Board shall place on the agenda of each regular Board meeting an opportunity for representatives from the Association to address the Board.

6.10 Upon request, the Board agrees to furnish the Association all available information within five (5) work days concerning the financial resources of the District, and information necessary to negotiate or to process grievances.

6.11 The Association President or his/her designee will have two (2) days per year released time for Association business with Association paying sub pay for negotiations training.

6.12 Teacher Protection

- A. Any formal complaint by a parent of a student directed toward a teacher shall be channeled through the principal and teacher, and no action shall be initiated by the administration until a scheduled parent-teacher, teacher-principal and parent-teacher-principal conference has taken place. Prior to the Parent-Teacher-Principal meeting a written complaint must be submitted to the principal by the parent. If the parent or teacher is not satisfied with the results of this conference, to see resolution of the problem the following sequence of conferences shall be employed as needed: 1.) teacher-principal. 2.) parent-teacher-principal, 3.) parent-teacher-superintendent or his/her designee, 4.) parent-teacher-board. After step (2), and prior to steps three (3) and four (4), a period of at least thirty-six hours shall elapse, unless all parties agree to a shorter period of time. In addition, prior to step three (3), the administration shall advise the teacher in writing of the specifics of the complaint. The teacher involved, at his/her request, shall have Association representation at any of the above conferences noted as 1 through 4. The teacher and/or his/her representative shall have the right to question witnesses, call witnesses pertinent to the complaint, and make available other pertinent information at any of these conferences.
- B. 1. Any teacher who is given notice to appear before the Superintendent to discuss any matter from which disciplinary action, i.e., dismissal, suspension, holding-on-step, letter of reprimand, or other similar actions might result, may be accompanied by a representative from the Association. The Superintendent shall advise the teacher in writing prior to the meeting and the teacher shall advise the Superintendent prior to the meeting if an Association representative is to be present.
2. Any teacher who is required to appear before the Board concerning any matter, shall be advised in writing of the reasons for the required appearance. The teacher shall notify the Board if an Association representative will be present.
- C. One official personnel file shall be kept for each teacher. Each teacher shall have the right, upon request, to review the contents of their own official personnel file in the presence of an administrator or his/her designee. Such review shall be during normal office business hours. A representative of the Association may, at the teacher's request, accompany the teacher in this review. Material related to reemployment may not be placed in the teacher's official personnel file until that teacher has been provided an opportunity to read such material. The teacher shall have an opportunity to place a written response to the material in this file, if such shall be submitted within twenty-five (25) teacher employment days of the date the material was first shown to the teacher. No teacher shall remove any material from the official personnel file.

ARTICLE VII

NO STRIKE

7.1 During the term of this Agreement, no employee covered by this Agreement, nor the Association, nor any person acting on behalf of the Association shall ever or at any time engage in, authorize or instigate any picketing, any recognition of any picket line at the School District's premises, any strike, slowdown or disruption of the School District.

7.2 In the event of any violation of any provision of this Article by the Association, its members or representatives or by any employee:

- A. Any violating employee shall be subject to discipline or discharge as determined appropriate in the sole and unilateral discretion of the Board.
- B. The Association shall, upon notice from the Board, immediately direct such employees both orally and in writing to resume normal operations immediately and make every other reasonable effort to end any violations.
- C. The Association and its members shall be liable for any damages and/or costs incurred by the School District as the result of any strike during the term of this Agreement.

ARTICLE VIII

COMPENSATION SCHEDULES

8.1 Extra Pay Schedule Regulations

- A. Vacant positions on the Extra Pay Schedule shall be posted and follow procedures of 15.1 and 15.2 under Vacancies, Transfers, and Promotions.
- B. If during the term of the Agreement, the Board adds any positions to the Extra Pay Schedule, the rate of pay shall be determined by negotiations between the Board and the Association.
- C. Extra pay, which is on a per event basis, shall be paid within thirty (30) days following that event. Extra pay, which is on a seasonal/yearly basis, shall be paid at the end of that season/year.

8.2 Professional Growth Regulations

- A. Teachers may be reimbursed for up to twenty one (21) graduate credit hours per contract year. Any credit that is reimbursed to teachers must be for classes that assist the teacher in maintaining or attaining their highly qualified status in their

field, and assist the teacher in attaining or maintaining their current teaching certification or pursuing another educational degree. Classes must be through an accredited university. Reimbursement for Professional Growth \$250.00 per graduate hour up to (12) graduate hours, then \$200.00 per graduate hour not to exceed 21 graduate hours per contract year.

- B. In the event a teacher pursues an endorsement in a district approved English Language Learner and/or Learning Behavior Specialist (1), the district will pay the full cost of the course work. The teacher will need to stay in the district for 2 years after completion of coursework or pay back the cost to the district.
- C. Any resulting moves on the salary schedule will be credited the first semester of the next school year, following the proof of successful completion of the course work.

8.3 Teacher Pension

- A. The Board will pay and shelter nine and three tenths percent (9.3%) of the required teacher's Retirement System contributions for each year of this contract. The teacher shall pay the first one percent (1%) of any increase in the required contribution for retirement occurring during the term of the agreement and any increases over and above one percent (1%) shall be split equally between the Board and the employee.

8.4 Teacher Retirement System Health Insurance

- A. The Board will pay up to 1% for each teacher's contribution towards the Teacher Retirement System Health Insurance payment.

COMPENSATION SCHEDULE A

- A. Salary Schedule (See attached schedule)
- B. Teachers will receive a completed compensation data form by the beginning of each new school year. (See Appendix II)
- C. Teachers with previous licensed classroom teaching or school experience will be allowed full credit up to seven years full-time equivalency. A teacher returning to the district will keep years of service at Marseilles Elementary School and up to 7 years of experience from any other district.
- D. Salary Schedule Advancement–Schedule suspended 2022-2027 (see letter G below)
 - 1. Teachers will be eligible for vertical step advancement on the salary schedule.
 - 2. Teachers will be eligible for horizontal step advancement on the salary schedule based on education hours, according to 8.2.B.
During Schedule Suspension:
 - a. Additional education- a 2.5% compounded increase will be given to existing employees in fiscal years 2024-2027, as they reach education levels shown in the salary schedule.

- E. Payment of Salary
Teachers have a choice of receiving their wages in installments over 9 or 12 month periods. Teachers will notify the district by June 1st of the preceding school year of changes to paycheck options.

Payroll checks are directly deposited into the financial institution of their choice on the 15th and 30th of every month, or the business day preceding a weekend or holiday.

- F. Payroll Deductions
 - 1. Annuities – A tax deferred annuity program is available to employees through payroll deduction.
 - 2. Professional Dues – The Board shall make available a deduction from each employee's pay for current dues of the Association provided the Board has received an authorization form.
 - 3. Miscellaneous Deductions – Additional medical insurance premiums are available through payroll deduction.
 - 4. Beneflex – A flexible spending that pays up front for daycare and insurance.

- G. Salary Schedule Suspension Agreement

Suspend the current salary schedule and have the schedule reintroduced with a base at or above 44,000. Lateral/horizontal steps at or above the current 3.5%.

Salary Schedule

New Employees:

	BA	BA+15	BA+36/MA	MA +15	MA+36
2022-2023					
Salary Year 1	40,000	41,000	42,025	43,076	44,152
Creditable Earning Year 1	43,956	45,055	46,181	47,336	48,519
2023-2024					
Salary Year 2	41,000	42,025	43,076	44,153	45,256
Creditable Earning Year 2	45,055	46,181	47,336	48,519	49,732
2024-2025					
Salary Year 3	42,000	43,050	44,126	45,230	46,360
Creditable Earning Year 3	46,154	47,308	48,491	49,703	50,945
2025-2026					
Salary Year 4	43,000	44,075	45,177	46,307	47,464
Creditable Earning Year 4	47,253	48,434	49,645	50,886	52,158
2026-2027					
Salary Year 5	44,000	45,100	46,228	47,384	48,568
Creditable Earning Year 5	48,352	49,561	50,800	52,070	53,372

Existing Employee Raises *Not in retirement award agreement*

Year	Salary Increase
2022-2023	6%
2023-2024	5%
2024-2025	5%
2025-2026	5%
2026-2027	5%
Longevity	Same as above

A 2.5% compounded increase will be given to new employees for each year of experience, up to seven (7) years.

**Employees will receive a 14% salary adjustment for the 2022-2023 school year, in addition to the salary increase (not subject to employees in the 6% retirement award agreement).*

Name _____ School Year _____

- $$\frac{\text{Basic Annual Salary}}{\text{TRS}} + \frac{\text{THIS}}{\text{Total Compensation}}$$

9. Extra pay items to be paid at the end of season/year.
10. Payment will be made every two weeks on the 15th and 30th.

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COMPENSATION SCHEDULE B

EXTRA PAY

Extra Duty Pay Schedule:

1. Extra Duty positions shall be paid as set forth below and as shown on the Schedule of Positions.
2. The extra duty pay schedule for the remaining positions as follows for the duration of his contract:

	Supervision including but not limited to: (MPR, Bus Duty, Detention, Breakfast, Lunch)	Teacher Related Duties including but not limited to: (Concerts, Curriculum Night, STEAM Night, Mentors)	Summer School/ Tutoring
Years 1, 2, and 3	\$30	\$35	\$40
Future years	\$35	\$40	\$45

3. Where Assistant Coach positions are indicated, they will be paid at a rate of 50% of the stipend amount.
At the head coach's request, assistant coaches are indicated when there are 22 or more players on a team. Assistant coach positions may also be added/eliminated through a recommendation from the Activities (Athletic) Director to the Board of Education.
4. Time sheets will be established and completed by all hourly pay positions and submitted to the employees immediate supervisor and then forwarded to the bookkeeper throughout the year.
5. Attendance at student service meetings by teachers is expected. The preferable practice would be to hold meetings during school hours, with a substitute hired.
6. Homebound Tutoring shall be first offered to the student's classroom or subject area teacher. If not filled, it should then be posted as a vacancy.
7. Mileage is the rate established by the Board.
8. Scorekeeper, ticket taker, time keeper and referee shall continue to be paid by the Booster Club as per current practice and will not be considered a part of this Agreement.
9. Activities Director/Athletic Director shall be excluded from the bargaining unit.
10. Bargaining unit members shall have the first choice of applying for extra duty positions if qualified. **Non-bargaining unit individuals currently occupying extra duty positions shall not be bumped from those positions. If such position is vacated, the bargaining unit members shall have first choice to apply if qualified.**

SCHEDULE OF POSITIONS

COACHING:	SALARY:
Baseball	\$1200
Basketball 5	\$1200
Basketball 6	\$1200
Basketball 7	\$1200
Basketball 8	\$1200
Cheerleading 5/6	\$2400
Cheerleading 7/8	\$2400
Wrestling	\$1200
Volleyball 6	\$1200
Volleyball 7	\$1200
Volleyball 8	\$1200
Track Coach	\$1200
Track Coach	\$1200
Concession Stand Manager	\$1200
Board Approved Coaching Position	\$1200
CLUBS:	SALARY:
Scholastic Bowl Advisor	\$700
Student Council	\$700
Yearbook	\$700
TNT (Teens N Teamwork)	\$700
Board Approved Club Advisor	\$700

COMPENSATION SCHEDULE C
RETIREMENT INCENTIVE

8.3 Marseilles Elementary District #150 will provide to its professional staff an early retirement incentive that will include and be subject to the following provisions:

1. To be eligible:

- The teacher shall have a minimum of fifteen (15) years of continuous full-time service in the Marseilles Elementary School District by the intended date of retirement; and
- The teacher shall be at least sixty (60) years of age on or before December 31 of the year of retirement or will be at least fifty-five (55) years of age and will have at least thirty-five (35) years of creditable service.
- Additionally, no teacher may participate in this program if the District would or is determined to owe, in connection with said teacher, any payment or penalty to TRS under any other law, regulation or applicable rule; and
- The teacher shall submit an irrevocable notice of retirement by August 1 up to four school years prior to retirement and no later than August 1 prior to the final year of service at the District prior to retirement.

2. If approved:

- The teacher shall be removed from the salary schedule and extra duty pay schedule; and
- The teacher shall receive a six percent (6%) increase in his/her total creditable earnings over the prior year's total creditable earnings for each year of notice up to a maximum of four (4) years. For example, a teacher who gives a four-year notice of retirement shall receive increases of 6% in his/her total creditable earnings for each year of his/her final four years of service at the District; a teacher who gives a three-year notice shall receive the increase for each of his/her final three years, etc; and
- The teacher shall continue to perform all duties performed in the year prior to the first year the incentive is paid for the duration of the retirement notice period. If a teacher voluntarily resigns or is removed by the Board from any extra duty assignment following notice of retirement, the calculation of the teacher's six percent (6%) increase shall be reduced by the amount of the extra duty compensation that was being paid to the teacher. However, in the event the Board eliminates an extra duty position, the parties will agree on a mutually acceptable substitute assignment; and
- A teacher who completes coursework or who otherwise would be entitled to movement on the salary schedule or extra duty pay schedule shall not receive additional compensation beyond the six percent (6%) increase provided by

this retirement provision. Notwithstanding any other provision of this agreement or otherwise, a teacher approved for the retirement incentive shall not receive more than a six percent (6%) total increase in his/her total creditable earnings in any year during his/her participation in the retirement incentive; and

- The teacher shall execute the Retirement Award Agreement negotiated by the parties.

3. Restrictions/Limitations:

- The District, in its sole discretion, may limit the number of teachers who are approved for participation in this benefit to a maximum of three (3) in any given year. In the event of such a limitation, the preference shall be given to the teacher(s) who submit his/her timely irrevocable letter of retirement first; and
- If approved, a teacher will not be assigned any additional extra duties or TRS reportable duties without the consent of the teacher; and
- Any teacher who commences participation in this benefit, but does not comply with or satisfy the provisions herein, including but not limited to completion of his/her remaining years of service following notice of retirement, shall reimburse the District for any increased salary benefit granted under this provision, including tax and pension withholdings. Upon complete reimbursement, the teacher shall be entitled to any general wage increase which would have been applicable to the teacher during the time period at issue; and
- Teachers should not rely upon the continuation of this retirement incentive award program in subsequent collective bargaining agreements. Unless the parties agree to continue this benefit in a subsequent collective bargaining agreement, it shall terminate upon the expiration of this agreement and will not be available to teachers who have not applied for the benefit prior to the expiration date of this agreement.

4. Retirement Revocation:

In the event that a teacher has submitted his/her timely irrevocable letter of retirement, the teacher may withdraw the letter of retirement in the event of an illness, disability or death of a teacher's spouse or child(ren). This may be granted in extenuating circumstances at the Board's discretion without setting precedence.

Retirement Award Agreement

This Agreement is entered into on this _____ day of _____, 20__, by and between Marseilles Elementary School District 150 (hereinafter "Employer" or "District") and ([insert teacher's name]) (hereinafter "Teacher") to establish the rights of Teacher to a retirement award program from the Employer. It is expressly understood that this Agreement confirms the rights given to Teacher under the 2007-present collective bargaining agreement between the Marseilles Education Association and the Employer. This Agreement does not alter in any way Teacher's right to any other benefits provided by the Employer via the collective bargaining agreement or other agreements.

1. The Teacher shall receive a retirement award payment upon submission of his/her irrevocable notice of intention to retire. Payment of the award is to be made pursuant to the terms of the Employer's collective bargaining agreement with the Marseilles Education Association.
2. The Teacher's retirement award will consist of: [detail the amount of benefits and how the benefits will be paid, i.e., spread out over pre-retirement period subject to the 6% creditable earnings limitation].
3. Upon the intended date of retirement, Teacher will have a minimum of fifteen (15) years of full-time service in the Marseilles Elementary School District, will be at least sixty (60) years of age on or before December 31 of the year of retirement or will be at least fifty-five (55) years of age and will have at least thirty-five (35) years of creditable service and will not retire under the statutory Early Retirement Option causing the District to have to pay a penalty or other charge to the Teachers' Retirement System. Additionally, Teacher may not participate in this program if the District would or is determined to owe, in connection with Teacher, any payment or penalty to TRS under any other law, regulation or applicable rule. And will retire in the first year he or she is eligible to retire with full annuity not subject to reduction and without causing the District and the teacher to have to pay a penalty or other monies constituting a contribution or surcharge to the Teachers' Retirement System.
4. If Teacher does not comply with or satisfy the terms and conditions of the retirement award as set forth in the parties collective bargaining agreement, including but not limited to completion of his/her remaining years of service following notice of retirement, Teacher shall reimburse the District for any increased salary benefit granted under this provision, including tax and pension withholdings. Upon complete reimbursement, Teacher shall be entitled to any general wage increase which would have been applicable to Teacher during the time period at issue.
5. The retirement award payment referenced herein is offered only as an incentive for retirement and does not represent compensation for services rendered by Teacher during his or her tenure with the District.
6. All payments made under the Teacher's retirement award will be made and paid following all applicable Federal and Illinois statutes, laws and regulations.
7. Teacher shall not borrow against or assign the right to receive payments under this contract.
8. The law of Illinois will apply to any disputes that arise under this contract.

For the Employer

Teacher

Date

Date

ARTICLE IX **INSURANCES**

9.1 Health and Dental Insurance

Full individual employee health and dental insurance premiums, will be paid by the Board with vision insurance option and dependents coverage option to be paid by the employee. Participating employees shall pay \$29.50 per month toward the cost of the individual employee health insurance premium.

9.2 Life Insurance

The Board will pay individual employee life insurance with a death benefit of \$ 38,000.

9.3 Terms of Insurance

Neither party may change policies or alter terms of the policies without mutual consent. A written insurance update will be provided to all covered employees each year.

The insurance committee, consisting of at least one Board member, one administrator, one support staff and a minimum of three certified staff members will solicit bids, review them, and present their recommendations to the M.E.A. Any member of this committee can solicit bids from the companies, receive bids directly to him/her, and forward them to the committee. The school will provide the necessary information to any prospective insurance bidder.

The Insurance Committee will meet as needed to actively review insurance options for the District throughout the school year with every effort being made to contain costs for the employer and the employee.

The Superintendent will contact the insurance committee sixty (60) days prior to the yearly anniversary date of the approximate renewal costs for the upcoming year. The insurance committee will then have thirty (30) days to gather facts, such as illness history, to be collected by perspective insurance companies, and present the School Board with recommendations of the health, dental and life insurance. At this point, the entire Board would have thirty (30) days or less to review the information presented, so that a decision could be made. If a new insurance company were selected, it would give the entire group time to register and get the proper policies and insurance cards in their possession before the old policy would expire.

The M.E.A. Insurance Committee will present the committee's recommendations to the teachers' association, before the committee presents it to the Board. The teachers will vote, and the M.E.A. Insurance Committee members will present their majority vote to the School Board.

This committee will make every effort to contain costs.

Notwithstanding the above procedures, if the cost of insurance increases by more than 15% in any year during the term of this agreement, the parties shall meet and attempt to reach an agreement on changes to the insurance to reduce the cost of the increase to 15% or less. The parties shall split the cost of the increase over and above 15% with 60% Board paid and 40% employee paid unless and until the parties mutually agree to changes in the insurance to reduce the cost of the increase to 15% or less.

ARTICLE X

LEAVES

10.1 Sick Leave

Full time teachers shall be entitled sick leave days at full pay during each school year (see table below). If any such teacher or employee does not use the full amount of annual sick leave thus allowed, the unused amount shall accumulate, but at no time will the Board pay for any sick time over 340 accumulated days. Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness, which personally affects the employee.

Accumulated Sick Day	Sick Days	Personal Days
0-49	12	4
50-100	14	4
101-150	15	4
151-200	17	4
201 and over	20	4

The Board may require a physician's certificate, as a basis for pay during leave after an absence of three (3) days or more for personal illness as it may deem necessary in other cases.

10.2 Bereavement Leave

Teachers shall be granted (2) days leave at full pay for the purpose of bereavement. Such leave shall be non-cumulative. In the event that a teacher exhausts their bereavement days, additional days will draw from sick or personal leave. Bereavement leave will be defined by school code: 105ILCS5/24-6

10.3 Personal Leave

In addition to the sick leave days, each full-time teacher shall be entitled to four (4) days of personal leave per year without loss of pay for personal matters which cannot reasonably be handled during non-school days or hours. No reason for such leave need be given. Request for such leave shall be made to the Superintendent or his/her designee at least five (5) days prior to the desired onset of such leave, provided that in an emergency such application may be made at a later time with an explanation of such emergency or unusual circumstances as determined by the superintendent. Unused personal leave days will accumulate to a total of ten (10) days. Those personal days accumulated over ten (10) shall be added to sick leave.

10.4 Professional Leave

Professional leave days may be granted with pay for the purpose of improving educational opportunities for children or staff of District #150 or to meet recertification requirements. These opportunities include workshops, seminars, meetings, conferences, conventions and similar professional improvement sessions associated with recognized local, state, regional, or national educational or educationally related organizations excluding IEA, NEA or similar organizations. Reimbursement for such approved leaves shall be in accordance with district rules.

10.5 Maternity/Paternity Leave

Teachers of the district shall be eligible for maternity/paternity leave pursuant to the Family and Medical Leave Act (FMLA) and the provisions herein. A plan shall be submitted to the Superintendent, which indicates the last expected working day of the teacher and the expected date of return to service. The teacher may use accumulated sick days for normal maternity/paternity disability purposes. An employee on maternity/paternity leave maintains all rights, benefits, and privileges as other teachers. Upon completion of the maternity/paternity leave, the teacher will resume the duty performed by him/her prior to the commencement of the leave or such other duties as the Superintendent shall assign to him/her, based on his/her sole judgment of the best interest of the school district.

10.6 Child Care Leave

A teacher(s) wishing to remain home with a child after the expiration of a maternity/paternity leave may request an unpaid child care leave not to exceed one full school year. A teacher(s) wishing to remain at home with a newborn child or a newly adopted child may request an unpaid child care leave and/or use their accumulated sick days if not used for maternity/paternity leave. A plan shall be developed, with the approval of the Superintendent, for presentation to the Board, which will list the beginning and ending dates of the child care leave. Upon return from child care leave, the teacher(s) shall resume the duties performed by him/her prior to the commencement of child care leave, or such other duties as the Superintendent shall assign to him/her, based upon his/her sole judgment of the best interest of the school district.

10.7 Legal Leave

The Board shall pay the regular salary to teachers subpoenaed as witnesses of official district business or called to serve as jurists as per Board Policy 500.33. If subpoenaed for other than official district business teachers may use personal and/or sick leave days.

10.8 Sabbatical Leave

The Board may approve a sabbatical leave for professional advancement or educational travel. Salary schedule credit shall be frozen while on leave. No salary shall be paid while on leave.

10.9 Leave Provisions

For purposes of leaves, 1/2 day will consist of 3 1/2 clock hours beginning from the start of the student day. Leave shall not be in increments of less than 1/2 day. Qualified substitutes shall be provided for all certified positions when absences occur. If a substitute is not available, the classroom teacher shall be paid for classroom coverage time if such coverage occurs during the teacher's preparation period.

10.10 Board of Education Policy 502.21 -- Family and Medical Leave Act

All eligible employees will be covered under provisions of the Family and Medical Leave Act of 1993.

10.11 Voluntary Sick Leave Bank

The Voluntary Sick Leave Bank is intended to assist a full-time employee who has used all of his/her sick and personal days and is in need of more leave time due to a serious health problem of the teacher. "Full-time employee" is defined as a staff employee who has full benefits. No days may be withdrawn from the Sick Leave Bank until the employee has lost wages equivalent to three working days (3/180) of each related and/or continuous application to the Bank. In the event the employee has not exhausted his or her Family Medical Leave Act (FMLA) entitlement prior to requesting use of the Voluntary Sick Leave Bank, sick leave days accessed through the Bank shall run concurrent with the employee's remaining FMLA entitlement for the year.

The full-time employee or his/her proxy must request of the district superintendent the use of the Voluntary Sick Leave Bank. Appropriate doctor verification of need must be presented at the time of request.

To participate, an individual must have donated days on or before September 1 of the current school year. No one may join at a later date. Only employees who have donated at least one day to the Voluntary Sick Leave Bank are eligible to be the recipient.

The issuance of days will be completed through the use of a lottery. Those individuals who donate a day(s) will have their name placed in the lottery pool. A name will be drawn out and that individual will have a sick leave day deducted from his/her total accumulated days. Those individuals who donate more than one day will not be placed back in the drawing until all individuals who donated days have been drawn out at least once. Then the names of those who have donated more than one day will be placed back in the pool. The days will be used on an as-needed basis. At the close of the school year, unused days will be credited back to the donor. Individual names in the drawing will be confidential. The individual will not know who or how many days were donated.

If the number of days in the Bank falls below ten (10), the Association President will be notified in writing and current participants may donate additional days to the Bank. If a person chooses not to donate again, he/she is no longer an eligible recipient. In the event that all available days have been used, withdrawing days from the Sick Leave Bank is no longer an option.

The maximum number of days available to any eligible employee through the Bank will be the number of days needed to complete the current school year. An individual unable to start the following school year is required to request a leave of absence from the School Board by August 1.

If, at the conclusion of such leave, the individual is unable to return to work, the individual shall conclusively be determined to be totally and permanently disabled and his/her employment shall terminate. In such cases, the School Board shall cooperate with the individual in assisting the person with the Illinois Teachers' Retirement System for securing any disability benefits the individual may be entitled to receive. It is understood that the donation of any days will not affect the donor's perfect attendance for said school year.

ARTICLE XI
HOURS, ASSIGNMENTS AND WORKING CONDITIONS

11.1 The teacher day for the elementary school shall be fifteen (15) minutes prior to when students begin classes and fifteen (15) minutes after dismissal.

During this additional time outside the normal student day, teachers shall be available and shall be performing school related activities on the school premises. Exceptions shall be Fridays or days preceding the recesses for Thanksgiving, Christmas, spring vacation and all other legal school holiday. Teachers may leave as soon as their students have left the classroom and moved to their designated area(s), providing that all assigned duties have been completed.

11.2 All teachers shall have a duty free uninterrupted lunch period no shorter than that stipulated in the Illinois School Code.

11.3 If a teacher is unable to get to work because of inclement weather, the teacher may elect to use personal leave, provided the teacher shall notify the Superintendent or his/her designee of such inability as promptly as possible. In the event, school is closed by the school administrators, employees will not be required to report to work. In the event of an early dismissal due to weather, teachers will be able to leave 15 minutes after students. If dismissal is due to heat, teachers will remain 30 minutes after students dismiss.

11.4 Remote/E-Learning Plan: In the event of teachers needing to teach remotely for any reason they will go live for two (2) thirty minute sessions, and be available for questions and answers from 9am-2pm during the remote learning period. Teachers will be expected to check in during the question and answer session, but not expected to wait at their device for a question.

11.5 Full-time elementary classroom teachers may, under normal circumstances, use for preparation time and other instructional responsibilities, the periods during which time their classes receive instruction for music, art or physical education. An employee shall not be assigned to substitute for an absent employee during the employee's preparation period, except by mutual agreement. Every effort will be made to ensure that no teacher shall receive more than one planning period per day.

Full-time teachers, under normal circumstances, receive administratively scheduled daily planning time.

11.6 Each staff member has the responsibility to maintain safe working conditions. Any staff member who observes an unsafe condition shall immediately notify the Superintendent or his/her designee.

11.7 A calendar committee comprised of the MEA president(s) and administration will meet in January. The committee will create 2-3 calendar choices for the MEA to vote on and recommend to the Administration and Board of Education.

11.8 For the safety and educational needs of the students, classroom size should be limited to not more than 26 students. If numbers exceed 26 students, or behavior warrants the need, then a teacher may request an aide to assist in the classroom.

ARTICLE XII

REDUCTION IN FORCE

If the Board shall determine that it is necessary to reduce the number of full-time teachers in the school district, reduction in force shall be done in accordance with Section 24-12 of the Illinois School Code. The teachers to be issued honorable dismissal shall be dismissed pursuant to the following:

12.1 The Board shall first remove or dismiss all teachers who have not entered upon contractual continued service before removing or dismissing any teacher who has entered upon contractual continued service and who is legally qualified to hold a position currently held by a teacher who has not entered upon contractual continued service.

A teacher shall be deemed legally qualified to hold a position where the teacher is licensed and meets all of the current licensure guidelines issued by the Illinois State Board of Education.

12.2 Each teacher who has entered upon contractual continued service shall have seniority based upon his/her employment in the district as a certificated employee. Seniority shall be defined as follows:

- A. Total years of continuous tenured teaching service in the School District; provided, however, that less than full-time service shall be computed on a pro-rata basis and that unpaid leaves of absence of ninety (90) consecutive employment days or more shall not be counted in determining seniority.
- B. If the years of continuous tenured service are equal between two or more teachers, seniority shall be determined by total years of continuous teaching service (with the School District); provided, however that less than full-time service shall be computed on a pro-rata basis and that unpaid leaves of absence of ninety (90) consecutive employment days or more shall not be counted in determining seniority.
- C. If the years of total continuous teaching service with the School District are equal between two or more teachers, then seniority shall be determined by total teaching service in the School District, whether or not continuous. Such service shall be computed in the manner described in A. and B. above.
- D. If two or more teachers remain equal after application of the factor(s) set forth above, then seniority shall be determined by lot.

12.3 Teachers placed in Tiers 2, 3 or 4 who have been dismissed as a result of reduction in force as herein provided shall have the right to recall as set forth in Section 24-12 of the School Code provided such recall shall be in inverse order of dismissal within each tier where notice of honorable dismissal has been given on different dates, provided such teachers are legally qualified to hold such positions as defined above.

ARTICLE XIII
TEACHER EVALUATION PLAN
DISTRICT PHILOSOPHY OF SUPERVISION AND EVALUATION

The Joint Committee (PERA) will meet quarterly to review the evaluation process and recommend adjustments as necessary.

APPENDIX I
TEACHER EVALUATION PLAN

The dual purposes of instructional supervision and evaluation in the Marseilles Elementary School are: one, to continue the improvement of instructional and educational services to the children of the Marseilles School District; and, two, to aid the individual teacher to grow both personally and professionally. Staff, at all levels of skill and competency, have the potential for improvement, and evaluation can and should be a growth-oriented function.

Supervision of instruction includes the review and evaluation of all aspects of the teacher's assignment and responsibilities. Evaluation has two important parts: one, to understand the performance of the teacher; and two, to communicate the results of the evaluation to the teacher. To understand the performance of the teacher, the focus of the administration is on specific actions, skills and observable evidence of abilities and attitudes. The administrator in his/her evaluation of teachers must evaluate with integrity and sensitivity, avoiding personal biases and using professional goals.

Self-reflection by teachers should be encouraged as part of the ongoing process of supervision and instruction. A cooperative approach to evaluation encourages self-reflection by teachers, which in turn fosters the setting of realistic goals. These goals create innovative and exciting opportunities for both teacher and children to learn and grow.

In summary, this evaluation plan is based on a positive approach to promote self-growth, instructional effectiveness and improvement in overall job performance. The formative nature of the plan and the mutually shared responsibilities of the teacher and supervisor are basic to this process. The primary purpose is to focus on the improvement of instruction and teacher effectiveness.

MARSEILLES ELEMENTARY SCHOOL

TEACHER EVALUATION PLAN

I. Coverage

This plan is adopted pursuant to the 23 Illinois Administrative Code 50, Subtitle A, Subchapter b. It shall apply to all certified persons employed by School District #150.

II. Standards of Performance

Danielson's framework outlines four "Domains of Teaching Responsibility", as well as components under each domain. The four domains, as well as the components under each domain, are as follows:

Domain 1 Planning and Preparation:

- 1A Demonstrating Knowledge of Content and Pedagogy
- 1B Demonstrating Knowledge of Students
- 1C Setting Instructional Goals
- 1D Demonstrating Knowledge of Resources
- 1E Designing Coherent Instruction
- 1F Assessing Student Learning Through Student-Generated Products

Domain 2 The Classroom Environment:

- 2A Creating an Environment of Respect and Rapport
- 2B Establishing a Culture for Learning by Supporting the Vision and Mission of MES #150
- 2C Managing Classroom Procedures
- 2D Managing Student Behavior
- 2E Managing Physical Space
- 2F Managing School Procedures and Emergency Situations

Domain 3 Facilitating Knowledge Work:

- 3A Communicate Clearly and Accurately
- 3B Using Questioning and Discussion Techniques
- 3C Engaging Students in the Work
- 3D Affirming the Performance of Students
- 3E Demonstrating Flexibility and Responsiveness Through Monitoring and Modifying the Work

Domain 4 Professional and Leadership Responsibilities:

- 4A Reflecting on Teaching
- 4B Maintaining Accurate Records
- 4C Communicating with Families
- 4D Contributing Leadership to the School and District
- 4E Growing and Developing Professionally
- 4F Showing Professionalism Including but not Limited to the Area of Attendance

III. Regular Evaluation of Teachers

A. Frequency

1. Tenured teachers shall be regularly evaluated at least once every three years. Nothing herein shall preclude more frequent evaluations for any tenured teacher. However, a tenured teacher who has obtained a “needs improvement” or “unsatisfactory” rating on a previous year’s evaluation shall be evaluated in the next school year after receiving that rating. A formal observation means a specific period of time that is scheduled with the teacher to directly observe professional practices in the classroom.
2. Non-tenured teachers shall be evaluated at least two times each year. Nothing herein shall preclude more frequent evaluation of any non-tenured teacher.

B. Evaluators

Teachers shall be evaluated by the Superintendent and/or such other administrators that he/she may designate. In all cases, evaluations of teachers shall be conducted by an administrator qualified under 23 Illinois Administrative Code 50, Subtitle A, Subchapter b, Subpart E: Training for Evaluators. No formal evaluation shall take place until the building principal or evaluator acquaints each teacher under his/her supervision with the evaluation procedures and instruments. The building principal or evaluator shall advise each teacher who will observe and evaluate the teacher’s performance.

C. Observation

1. Where the teacher's position involves classroom duties, evaluations shall include, at a minimum, one observation of the teacher in the classroom by an administrator. Nothing herein shall preclude the use of informal observations as a basis for evaluation. Formal teacher observations will occur on a mutually agreed upon day and time. The observation is preceded by a conference between the evaluator and the teacher. At the conference, the teacher should submit to the evaluator the written lesson plans and/or other evidence of planning for the instruction that will be conducted. The teacher can make recommendations for areas on which the evaluator should focus on during the observation. During the conference the evaluator and the teacher shall discuss all relevant factors involved in an evaluation process.
2. The Administration may utilize informal observation and other first-hand evidence for considering the competency of any teacher. An informal observation means observations of the teacher by a qualified evaluator that is not announced in advance of the observation. Any informal observations or other first-hand evidence which can be used to evaluate the teacher shall be compiled in writing and discussed with the teacher within ten (10) school days. A copy of the written compilation shall be given to the teacher.

D. Evaluation Form

Teachers shall be evaluated according to an evaluation form, which shall, at a minimum, provide for:

1. Consideration of the employee's attendance, planning and instructional methods, classroom management (where relevant), competency in the subject matter taught (where relevant), and teacher, student, course goal attainment (where relevant).
2. A rating of the employee's overall performance as "excellent", "proficient", "needs improvement", or "unsatisfactory".
3. A specification of the employee's strengths and weaknesses with supporting reasons for any comments made.
4. The evaluation will consist of 75% for professional practice and 25% for student growth for the 2017-2018 school year. Beginning in the 2018-2019 school years, it will become 70% for professional practice and 30% for student growth.
5. Following completion of the evaluation form, it shall be signed by the evaluator and by the teacher to affirm that the teacher was shown the completed evaluation and reviewed and signed by the Superintendent. A copy of the evaluation shall be kept in the teacher's personnel file, and another copy shall be provided to the teacher.

IV. Remediation

With respect to the remediation of a teacher, all regulations of the Illinois School Code as revised by 23 Illinois Administrative Code 50, Subtitle A, Subchapter b. will apply throughout the length of this contract.

An Individual Growth Plan must be developed between the teacher and the evaluator within thirty (30) days after the completion of a summative evaluation rating in which a tenured teacher is rated as Needs Improvement on the final summative evaluation rating. The plan should address any or all domains and/or components rated as Needs Improvement or Unsatisfactory. In addition to the development of the Individual Growth Plan, a tenured teacher receiving a summative rating of Needs Improvement shall be evaluated again for the next ensuing school term with a minimum of two (2) formal observations and one (1) informal observation during the new evaluation cycle. The Individual Growth Plan is not utilized for non-tenured teachers who receive a rating of Needs Improvement.

In the event a tenured teacher receives an overall summative evaluation rating of Unsatisfactory, a remediation plan will be developed in accordance with current statute. The remediation process includes a number of specific requirements for the teacher under remediation, the evaluator(s) and the consulting teacher, and also includes specific timelines per the law. If a tenured teacher exhibits evidence of Unsatisfactory practice at any time, the summative evaluation process may be commenced to determine the rating. Should the rating be determined to be Unsatisfactory, then a remediation plan will be developed as described above. The teacher will be provided with the opportunity to provide any artifacts or evidence in response to an Unsatisfactory rating, with the understanding that the timeline will follow the schedule determined in the remediation plan, rather than any other references contained in the Teacher Evaluation Plan.

**Individual Growth Plan
(If necessary – tenured teachers only)**

This plan must be developed between the teacher and the evaluator within thirty (30) days after the completion of a summative evaluation rating in which a tenured teacher is rated as Needs Improvement on the overall final summative evaluation rating. The plan should address any or all domains and/or components rated as Needs Improvement or Unsatisfactory. Teachers should reflect on the areas targeted for improvement under the appropriate domain(s) and component(s) and list strategies for targeted area.

Teacher

School

School Year

Date of Submission

Areas Targeted for Improvement	
Domain:	Component:
Domain:	Component:
Domain:	Component:
Strategies for Improving Areas Targeted	
Time Line	
Strategy:	Date of Completion:
Strategy:	Date of Completion:
Indicators of Progress	
Supports and Resources	

The teacher has successfully developed the Individual Growth Plan:

☐ Yes ☐ No

Evaluator

Date

Teacher

Date

V. Time Periods

Any failure to strictly comply with the time requirements of this plan shall not invalidate the results of any evaluation or the remediation plan.

VI. Teacher Evaluation Procedure

The teacher evaluation procedure shall consist of the following minimum steps:

Professional Practice:

1. A pre-evaluation conference will be held with each teacher to discuss the evaluation procedure, its formative and summative nature, deadline dates and the responsibilities of the evaluator and the teacher being evaluated.
2. The classroom observation component will consist of a minimum of one complete class period. In addition to the one complete class observation period, observations of a shorter duration may be utilized in the evaluation process.
3. A. The post-evaluation conference shall be held between the teacher and the qualified administrator within fifteen (15) school days following the classroom observation. It will provide the evaluatee with feedback concerning the evaluation, recognizing strengths, discuss observed weaknesses, provide a foundation for a plan to remediate weaknesses and to provide an opportunity for the teacher to make written comments concerning the evaluation before signing the evaluation form. Every attempt will be made to provide the teacher a copy of the evaluation prior to the post conference.

B. A copy of each formal written evaluation shall be given to the teacher within fifteen (15) school days of the post-evaluation conference.

Student Growth:

4. The MES Joint Committee agreed to utilize the School-Wide Goal approach to the student growth portion of the evaluation. This is when the entire school or district sets a single goal for all students in a selected population. All teachers are held accountable for progress toward this goal. The Joint Committee will set the annual school-wide goal.

VII. Teacher Comments

The teacher shall have the right to attach an explanation or statement with respect to any material contained in his/her evaluation, within ten (10) school days, and to have such made a part of his/her personnel file.

The administrator's signature on the explanation or statement does not imply agreement with said teacher responses.

Standards for Effective Teaching Component Rubrics

Domain 1 Designing Knowledge Work / Planning & Preparation

Component	Unsatisfactory	Needs Improvement	Proficient	Excellent
Component 1a Demonstrating Knowledge of Content and Pedagogy	Makes content errors or fails to correct student errors; teacher displays little understanding of the content or the structure of the discipline, or of content-related teaching practices.	Teacher displays a simple understanding of content and content-related teaching practices. Knowledge does not extend to its concepts, prerequisites relationships, connections with other disciplines, or to possible student misconceptions	Teacher demonstrates solid understanding of the content concepts, prerequisite relationships, and connection to the other disciplines but does not extend to possible student misconceptions. Instructional practices reflect current content-related knowledge.	Teacher demonstrates an extensive knowledge of content and content-related practices, showing evidence of a continued search for improved practice. Teacher actively builds on concepts, knowledge of prerequisites, and misconceptions when planning instruction or seeking causes for student misunderstanding.
Component 1b Demonstrating Knowledge of Students	Teacher makes little or no attempt to acquire knowledge of students' backgrounds, skills, or interests. No such information is used for planning.	Teacher demonstrates a partial knowledge of students' backgrounds, skills, and interests and attempts to use this knowledge in planning for the class as a whole.	Teacher demonstrates an extensive knowledge of students' backgrounds, skills, and interests, and uses this knowledge to plan for groups of students.	Teacher demonstrates a thorough knowledge of all aspects of students backgrounds , skills, and interests, and uses this knowledge to plan for individual student learning.
Component 1c Selecting Instructional Goals	Teacher's instructional goals focus on insignificant learning rather than content from curriculum framework, are unsuitable for students, or are stated only as activities. Goals permit only a cursory means of assessment.	Teacher's instructional goals focus on significant content from the curriculum framework, but are unsuitable for some students in the class; they include instructional activities, some of which permit an authentic means of assessment. They reflect more than one type of learning, but educator makes no attempt at coordination or integration.	Teacher's instructional goals focus on significant content from the curriculum framework that is suitable for most students in the class; they reflect opportunities for integration and permit varied and authentic methods of assessment.	Teacher's instructional goals reflect high-level learning related to the content of the curriculum frameworks; they are adapted, where necessary, to the needs of individual students, and permit varied authentic methods of assessment.
Component 1d Demonstrating Knowledge of Resources	Teacher is unaware of and/or doesn't use technologies and other resources either for teaching or for students who need them or the resources utilized are unsuitable for students and are not aligned with the district curriculum and Illinois Learning Standards.	Teacher demonstrates an adequate knowledge and use of technologies and other resources available either or for students who need them. Resources used are aligned with the district curriculum and Illinois State Learning Standards.	Teacher is fully aware of and uses technologies and other resources available for teaching and knows how to gain access to the resources for most students who need them. Resources used are aligned with the district curriculum and Illinois State Learning Standards.	Teacher actively seeks out and uses technologies and other resources for teaching from professional organizations and the community that represent high level learning suitable for all students and are aligned with district curriculum and Illinois State Learning Standards; resources for students in need are accessed in the school and larger community.
Component 1e Designing Coherent Instruction	The various elements of the teacher's instructional design do not support the stated instructional goals or engage students in meaningful, relevant	The various elements of the teacher's instructional design support the stated instructional goals or engage students in meaningful work to a	A majority of the elements of the teacher's instructional design support the stated instructional goals and engages groups of	All elements of the teacher's instructional design support the stated instructional goals and are differentiated when appropriate to make them

	work; teacher's instructional plan has no defined structure. They are suitable for only some students.	limited extent; teacher's instructional plan has a clearly defined structure and sequence and demonstrates partial knowledge of students and resources.	students in meaningful, relevant work; teacher's instructional plan has a clearly defined structure and sequence.	suitable to all students and to engage them in meaningful work; teacher's instructional plan is highly coherent, showing clear structure and sequence.
Component 1f Assessing Student Learning Through Student-Generated Products	Teacher's approach to assessing student learning lacks congruence with the instructional goals and contains no clear criteria or standards for student products; assessment results are not used to design future student work.	Teacher's assessment plan is partially aligned with the instructional goals and includes criteria and standards for student products that are not entirely clear or understood by the students; assessment results are used to design future work for the class as a whole.	Teacher's assessment plan is aligned with the instructional goals and the criteria and standards for student products have been clearly communicated and are understood by students; assessment results are used to design future work for groups of students and individuals.	Teacher's assessment plan is fully aligned with the instructional goals; criteria and standards for products have been developed with student input and clearly communicated; students monitor own progress in achieving goals; assessment results are used to design future work for individuals. Educator monitors progress in achieving the goals.

Domain 2 Creating Safe and Orderly Environment

Component	Unsatisfactory	Needs Improvement	Proficient	Excellent
Component 2a Creating an Environment of Respect and Rapport	Interactions in teacher's classroom, both teacher/student and among students, are negative and inappropriate, characterized by sarcasm, insults, and conflict.	Interactions in teacher's classroom are generally appropriate and free from conflict but may be characterized by occasional displays of insensitivity or lack of responsiveness to cultural or developmental differences among students. Students do not demonstrate negative behavior toward others.	Interactions in teacher's classroom reflect general warmth and caring and are respectful of the cultural and developmental differences among groups of students. Students exhibit respect toward educator and each other.	Interactions in teacher's classroom are highly respectful, reflecting genuine warmth and caring towards individuals and sensitivity to students' cultures and levels of development. Students themselves ensure maintenance of high levels of civility among members of the class.
Component 2b Establishing a Culture for Learning by Supporting the Vision and Mission of Marseilles ESD 150	The classroom reflects an unsuitable culture for learning, characterized by low teacher commitment to the content, low expectations for student achievement, and little student persistence and satisfaction in the work.	Classroom environment reflects an unpredictable culture for learning, characterized by little teacher commitment to the content, modest or inconsistent expectations for student achievement, and inconsistent student persistence and satisfaction in the work. Teacher and students are performing at a minimal level.	Classroom environment reflects a positive culture for learning with commitment to the content evident by both teacher and students, high expectations for student achievement, and student persistence and pride in the work.	Classroom environment reflects a genuine culture for learning. Students assume much of the responsibility for the culture by persisting and taking pride in their work, initiating improvements to their products, and holding their work to the highest standard.
Component 2c Managing Classroom Procedures	Classroom routines and procedures are nonexistent or inefficient, resulting in the loss of much instructional time.	Classroom routines and procedures have been established by the teacher but function unevenly or inconsistently, with some loss of instructional time. Safe procedures are followed.	Classroom routines and procedures have been established by the teacher and function smoothly with little loss of instructional time.	Classroom routines and procedures have been established with student input and are seamless in their operation, with students assuming considerable responsibility for their implementation.

Component 2d Managing Student Behavior	Student behavior in the classroom is consistently poor; teacher has established no clear expectations; no monitoring of student behavior is evident, and responses to student misbehavior are inappropriate	Student behavior in the classroom is inconsistent. Teacher makes an effort to establish standards of conduct for students, to monitor student behavior and to appropriately respond to student misbehavior.	Student behavior in the classroom is consistently correct. Teacher is aware of student behavior, has established clear standards of conduct and responds to student misbehavior in ways that are appropriate and respectful to the student.	Student behavior in the classroom is entirely appropriate with evidence of student participation in setting expectations and monitoring of behavior. Teacher monitoring is subtle and preventive; responses to student misbehavior are sensitive to individual student needs.
Component 2e Managing Physical Space	Teacher makes poor use of the environment, resulting in unsafe or inaccessible conditions for some students or a serious mismatch between the physical arrangement and the learning activities.	Teacher's classroom is safe and essential learning is accessible to all students; physical arrangement partially supports the learning activities. Teacher may attempt to modify the physical arrangement to suit learning activities, with partial success.	Teacher's classroom is safe and learning activities are accessible to all students; physical arrangement and other resources are deliberately chosen to support the learning activities. Teacher makes effective use of physical resources.	Teacher's classroom is safe; physical resources are deliberately organized to support the learning activities, including those with special needs. Students take ownership in ensuring the physical environment supports the learning of all students.
Component 2f Managing School Procedures and Emergency Situations	Teacher ignores established school procedures; does not follow established procedures in emergency situations and compromises student safety; is not knowledgeable of or does not comply with applicable safety regulations.	Teacher follows established school procedures; generally follows established procedures in emergency situations and does not compromise student safety; has limited knowledge of or has minimum compliance with applicable safety regulations.	Teacher anticipates unsafe circumstances, makes suggestions to address safety concerns; follows established procedures in emergency situations.	Teacher anticipates unsafe circumstances, makes suggestions and/or initiates actions with administrator's approval to address safety concerns; follows established procedures in emergency situations.

Domain 3 Facilitating Knowledge Work

Component	Unsatisfactory	Needs Improvement	Proficient	Excellent
Component 3a Communicate Clearly and Accurately	Teacher's oral and written communication contains errors or is unclear and inappropriate to students; does not include learning objectives.	Teacher's oral and written communication is correct but is not completely appropriate to students or is unclear regarding learning objectives, requiring further explanations to avoid confusion.	Teacher's oral and written communication is consistently clear and appropriate to students and includes learning objectives.	Teacher's oral and written communication is clear and expressive, includes learning objectives, and indicates the anticipation of possible student misconceptions.
Component 3b Using Questioning and Discussion Techniques	Teacher makes poor use of questioning and discussion techniques, consistently using low level questions, little discussion, and limited student participation.	Teacher makes uneven use of questioning and discussion techniques, including some high-level questions, attempts to solicit varied ideas during discussion and moderate student participation.	Teacher's use of questioning and discussion techniques reflect high-level questions, varied ideas, and full participation by all students.	Teacher's students formulate many high-level questions and assume responsibility for participation of all students in discussions.
Component 3c Engaging Students in the Work	Students are not intellectually engaged in significant learning as a result of inappropriate activities or materials.	Students are partially intellectually engaged as a result of activities or materials of uneven quality, lack of recognition	Students are intellectually engaged throughout the learning as a result of appropriate activities	Students are highly engaged throughout the learning and make material contributions to the representation of

	lack of recognition of students' individual needs (culture, visual/auditory impairment, etc.) and levels of understanding, poor representation of content, or lack of structure or pacing.	of students' individual needs (culture, visual/auditory impairment, etc.) and levels of understanding, inconsistent representation of content, or uneven structure or pacing.	and materials, appropriate recognition of students' individual needs (culture, visual/auditory impairment, etc.) and levels of understanding, instructive representations of content, and suitable structure and pacing.	content, the activities, and the materials; the lesson is adapted as needed to the needs of individuals (RtI processes are in place), and the structure and pacing of learning allow for student reflection and closure.
Component 3d Affirming the Performance of Students	Teacher's feedback to students is meaningless, infrequent, of poor quality, and not received in a timely manner; feedback does not foster student persistence with the work.	Teacher's feedback to students is inconsistent in its meaningfulness, frequency and quality and timeliness; feedback that produces student persistence with the work is inconsistent.	Teacher's feedback to students is meaningful, frequent, and timely; feedback produces student persistence with the work.	Teacher's feedback to students is meaningful, frequent, timely and of consistently high quality; students are encouraged to seek feedback from peers and other adults.
Component 3e Demonstrating Flexibility and Responsiveness Through Monitoring and Modifying the Work	Teacher adheres to the instructional plan in spite of evidence of poor student understanding or students' interests and questions; teacher assumes no responsibility for student's failure to understand.	Teacher demonstrates limited flexibility and responsiveness to students' needs and interests during the learning; teacher assumes some responsibility for student success but does not actively seek ways to ensure successful learning for all students.	Teacher makes appropriate adjustments to instructional plans and responds to students' interest and questions during the learning; teacher actively seeks ways to ensure successful learning for all students.	Teacher is highly responsive and makes major adjustments in instructional plans as a result of students' interests and questions during the learning; teacher persists in ensuring the success of all students.

Domain 4 Professional and Leadership Responsibilities

Component	Unsatisfactory	Needs Improvement	Proficient	Excellent
Component 4a Reflecting on Teaching	Teacher reflection on instruction, student work, and products is absent or inaccurate; teacher cannot propose ideas for improvement	Teacher's reflection on instruction, student work and products is generally accurate; yet makes few suggestions for improvement. Teacher can make global suggestions for improvement.	Teacher reflection on instruction, student work, and products is accurate; teacher can cite general characteristics and make specific suggestions for improvement or alternative strategies.	Teacher reflection on instruction, student work, and products is highly accurate and perceptive; teacher can cite specific examples and draw on an extensive repertoire to suggest alternative strategies.
Component 4b Maintaining Accurate Records	Teacher has no system for maintaining accurate records or the system is in disarray, resulting in errors and confusion. Teacher does not prepare and/or submit records/reports in a timely manner.	Teacher maintains and/or submits records/reports in a timely manner; yet teacher has a rudimentary and only partially effective system. Records are accurate.	Teacher has an effective and efficient system for maintaining accurate records which uses the available technologies.	Teacher has an effective and efficient system for maintaining accurate records which maximizes the use of available technologies; students contribute to its maintenance.
Component 4c Communicating with Families	Teacher provides little or no information to families and/or makes few or inappropriate attempts to engage them in the instructional program. Teacher is not available to students and parents at reasonable times.	Teacher complies with school procedure for communicating with families and makes an effort to engage them in the instructional program; limited or at times ineffective communication techniques are	Teacher communicates frequently with families and actively seeks ways to engage them in the instructional program; varied communication techniques that include the available	Teacher communicates frequently and sensitively with families and successfully engages them in the instructional program; wide ranges of communication techniques that include the available

		employed. Educator is available to students and parents at reasonable times.	technologies are employed.	technologies are employed; students participate in communicating with families. Parent/community concerns are handled sensitively and effectively.
Component 4d Contributing Leadership to the School and District	Teacher's relationships with colleagues are negative or self-serving; teacher avoids being involved in school and district events or projects; actively works against school district initiatives.	Teacher's relationships with colleagues are cordial; teacher participates and assumes responsibility in school and district projects when specifically asked but sees no connection between his/her efforts and the outcome.	Teacher actively cultivates relationships with colleagues that are collaborative and productive; teacher actively initiates participation in school and district activities, events and projects that contribute to a positive culture for learning and sees efforts in relation to a positive outcome.	Teacher demonstrates leadership and articulates how his/her actions make a substantial contribution to school and district projects; teacher uses influence with others to promote collegiality and a positive culture for learning. Actively supports and implements the school/district improvement plans.
Component 4e Growing and Developing Professionally	Teacher does not participate in professional development activities even when activities are clearly needed for the improvement of teaching. No evidence is apparent of application of new learning.	Teacher participates in professional development activities when participation is convenient, required or needed for re-licensure. Little application of new learning is evident in practice.	Teacher actively participates in professional development activities, seeking out opportunities to enhance knowledge and skills; application of new skills use in the classroom are apparent.	Teacher actively pursues professional development and uses the gained knowledge and skill to make a substantial contribution to the profession through such activities as conducting action research, mentoring new teachers, and assuming training roles.
Component 4f Showing Professionalism Including but not limited to the area of Attendance	Teacher's sense of professionalism is low; teacher contributes to practices that are self-serving or harmful to students. Teacher consistently fails to comply with Board policies and district procedures and timelines.	Teacher attempts to serve students based on the best information; attempts are genuine but inconsistent. Teacher complies minimally with Board policies and district procedures and timelines.	Teacher participates with colleagues in a genuine effort to ensure that all students are well served by the school. Teacher complies with Board policies and district procedures and timelines.	Teacher assumes a leadership role in ensuring that school practices and procedures assure that all students, particularly those traditionally underserved, are honored in the school. Models high standards of attendance and punctuality, advocating for students, and meets all professional responsibilities. Teacher complies fully with Board policies and District procedures and timelines.

Examples of How to Arrive at a Domain and Professional Practice Component Rating

Domain Ratings for Marseilles Elementary School District 150 Teacher Evaluation System:

- **Excellent** – Excellent ratings in at least half of the components of the domain, with the remaining components rated no lower than Proficient.
- **Proficient** – No more than one component rated Needs Improvement, with the remaining components rated as Proficient or higher.
- **Needs Improvement** – More than one component rated Needs Improvement, with the remaining components rated as Proficient or higher.
- **Unsatisfactory** – Any component rated as Unsatisfactory.

Domain 2 for Teachers – Creating a Safe and Orderly Environment for Knowledge Work				
Component	Unsatisfactory	Needs Improvement	Proficient	Excellent
2a			x	
2b		x		
2c		x		
2d			x	
2e				x
2f			x	
Final Domain Rating		x		

Professional Practice Ratings at Marseilles 150 Teacher Evaluation System

- **Excellent** – Excellent rating in at least two or more of the domains, with the remaining domains rated as Proficient.
- **Proficient** – No more than one domain rated Needs Improvement, with the remaining domains rated at Proficient or higher.
- **Needs Improvement** – More than one domain rated Needs Improvement, with the remaining domains rated as Proficient or higher.
- **Unsatisfactory** – Any domain rated Unsatisfactory.

Overall Professional Practice Rating				
Domain	Unsatisfactory	Needs Improvement	Proficient	Excellent
Domain 1			x	
Domain 2		x		
Domain 3			x	
Domain 4				x

Overall Rating

x

Student Enrollment Parameters:

A Student must have 90% attendance or better and be enrolled by the first benchmark window, or they may be excluded from the results. Catastrophic events can exclude a student as determined by the teacher and administration.

Student Growth Component Rating:

The MES Joint Committee has agreed that of the two school-wide student growth goals, the highest rating of the two goals will be utilized in determining the overall student growth portion. For example, if the reading goal is “excellent” and the math goal is “needs improvement”, the student growth portion will be considered “excellent”.

Marseilles Elementary Final Summative Rating Rubric

Student growth ratings will be combined with the professional practice ratings to arrive at a summative performance evaluation rating. The student growth goal and benchmark cut-offs will be set by the Joint Committee annually. At the end of the evaluation cycle, teachers will receive a summative performance evaluation rating of one of the following ratings: “Excellent,” “Proficient,” “Needs Improvement,” or “Unsatisfactory.” See the table below for how to combine measures of student growth and professional practice into a single performance evaluation rating:

Professional Practice	Student Growth				
		Unsatisfactory	Needs Improvement	Proficient	Excellent
	Unsatisfactory	Unsatisfactory	Unsatisfactory	Unsatisfactory	Unsatisfactory
	Needs Improvement	Needs Improvement	Needs Improvement	Needs Improvement	Needs Improvement
	Proficient	Proficient	Proficient	Proficient	Proficient
	Excellent	Excellent	Excellent	Excellent	Excellent

*The summative Performance Rating depends upon the student growth rating.

MARSEILLES ELEMENTARY SCHOOL DISTRICT #150

SUMMATIVE EVALUATION FORM

Name:

School Year:

Grade:

Subject:

Evaluator:

____ 1ST year Non-Tenure ____ 2nd Year Non-Tenure ____ 3rd Year Non-Tenure ____ 4th Year Non-Tenure ____ Tenure

Observation dates included in the basis of this summative evaluation:

Formal Observation Dates:

Informal Observation Dates:

Domain 1 ____ Unsatisfactory ____ Needs Improvement ____ Proficient ____ Excellent
Designing Knowledge Work

Domain 2 ____ Unsatisfactory ____ Needs Improvement ____ Proficient ____ Excellent
Creating Safe and Orderly Environment

Domain 3 ____ Unsatisfactory ____ Needs Improvement ____ Proficient ____ Excellent
Facilitating Knowledge Work

Domain 4 ____ Unsatisfactory ____ Needs Improvement ____ Proficient ____ Excellent
Professional and Leadership Responsibilities

Rating for Professional Practice Component (75%):

____ Unsatisfactory ____ Needs Improvement ____ Proficient ____ Excellent

We have conducted a conversation on the rubrics. The teacher has the right to attach written comments within (10) school days of completion of this form for inclusion in their personnel file maintained in the District Office. A teacher's signature indicates only that he/she has read and understands the evaluation.

Teacher Signature: _____ **Date:** _____

Administrator Signature: _____ **Date:** _____

Rating for Student Growth Component (25%):

____ Unsatisfactory ____ Needs Improvement ____ Proficient ____ Excellent

Teacher Signature: _____ **Date:** _____

Administrator Signature: _____ **Date:** _____

Final Summative Rating:

____ Unsatisfactory ____ Needs Improvement ____ Proficient ____ Excellent

Teacher Signature: _____ **Date:** _____

Administrator Signature: _____ **Date:** _____

Narrative Staff Summative Evaluation

Designing Knowledge Work / Preparation & Planning

	Unsatisfactory	Needs Improvement	Proficient	Excellent
1a. Demonstrating knowledge of content and pedagogy				
1b. Demonstrating knowledge of students				
1c. Selecting Instructional Goals				
1d. Demonstrating knowledge of resources				
1e. Designing coherent instruction				
1f. Assessing Student Learning through Student-Generated Products				
Domain Rating				

Strengths for Domain 1:

Opportunities for Growth Domain 1:

Creating a Safe and Orderly Environment for Knowledge Work

	Unsatisfactory	Needs Improvement	Proficient	Excellent
2a. Creating an environment of respect and rapport				
2b. Establishing a Culture for Learning by supporting the vision and mission of Marseilles ESD 150				
2c. Managing Classroom Procedures				
2d. Managing Student Behavior				
2e. Managing Physical Space				
2f. Managing School Procedures and Emergency Situations				
Domain Rating				

Strengths for Domain 2:

Opportunities for Growth Domain 2:

Facilitating Knowledge Work

	Unsatisfactory	Needs Improvement	Proficient	Excellent
3a. Communicate Clearly and Accurately				
3b. Using Questioning and Discussion Techniques				
3c. Engaging Students in the Work				
3d. Affirming the Performance of Students				
3e. Demonstrating Flexibility and Responsiveness Through Monitoring and Modifying the Work				
Domain Rating				

Strengths for Domain 3:

Opportunities for Growth Domain 3:

Professional and Leadership Responsibilities

	Unsatisfactory	Needs Improvement	Proficient	Excellent
4a. Reflecting on Teaching				
4b. Maintaining Accurate Records				
4c. Communicating with Families				
4d. Contributing Leadership to the School and District				
4e. Growing and Developing Professionally				
4f. Showing Professionalism including but not limited to the area of attendance				
Domain Rating				

Strengths for Domain 4:

Opportunities for Growth Domain 4:

ARTICLE XIV

EMPLOYEE DISCIPLINE POLICY

14.1 Employee Discipline

No employee shall be suspended, removed or discharged without just cause, except as provided in Section 14.4, paragraph 3 of this article. This shall not impact in any manner on the authority of the Board pursuant to section 24-11 of The School Code. Employees shall, when necessary, be disciplined in accordance with the following discipline policy developed by the Administration and Association. Employees may request that a representative of the Association be present during any meeting immediately prior to suspension or discharge.

14.2 Purpose

The Board of Education has a duty to manage its employees pursuant to the provisions of The School Code. Employees shall be disciplined for disobedience or misconduct in accordance with this written employee discipline policy. This policy is supplemental to all other powers of the Board of Education to discipline its employees and does not limit its powers to dismiss, transfer or otherwise discipline its employees.

14.3 Progressive Discipline Procedures

The Board of Education and the Association believe that an effective discipline system should provide guidance to an employee to correct his/her deficiency rather than impose punitive discipline. Such goals are generally satisfied through the evaluation procedures mandated by Section 24-12 of The School Code. Nevertheless, the Board and the Association believe that other disciplinary measures may be appropriate whenever the employee's conduct so warrants. These include, but are not limited to:

1. Oral warnings
2. Written reprimands
3. Suspension with or without pay
4. Dismissal procedures as provided in Section 24-12 of The School Code.

14.4 Disciplinary Sequence

The exact disciplinary sequence outlined below, shall be followed unless the severity of the conduct warrants suspension with or without pay.

1. Oral Warnings - An oral warning shall not be given to the teacher in the presence of students, parents, or colleagues. These warnings shall be given after school hours so that a teacher need not return to his/her classroom in an upset emotional state, with the exception of extreme and unusual circumstances.

2. Written Reprimand - A written reprimand shall generally describe the conduct for which the written reprimand is being given and shall be placed in the teacher's personnel file. The teacher shall be notified that the reprimand is to be placed in his/her file and shall be given an opportunity to respond in writing to the reprimand within ten (10) school days, a copy of which shall be attached to the reprimand and placed in the personnel file.
3. Suspension With or Without Pay - Suspension shall be preceded by a hearing before the Superintendent in which the employee shall be given reasons and the evidence which supports the reasons for the suspension and the opportunity to respond verbally and/or in writing. Written reasons and supporting evidence shall be provided to the employee as soon as reasonable. The employee may be represented at the hearing. No employee shall be suspended without just cause, except when the suspension is with pay for investigatory purposes. If an employee is suspended without pay, the suspension shall be subject to the grievance procedure. In an arbitration arising out of grievance on a suspension, the arbitrator's authority shall be limited to sustaining, modifying or reversing the Board's decision. If the arbitrator reverses the Board's decision, his/her remedial authority is limited to ordering the Board to remove the suspension from the employee's personnel file with a back pay award not to exceed the employee's compensation for the actual workdays missed as a result of the suspension. This provision shall not apply to suspensions, with or without pay preceding dismissal of the employee as provided by Section 24-12 of The School Code.

14.5 Suspension Procedures

Notification

The Superintendent or his/her designee may suspend an employee upon written oral notice, which shall specify:

1. The reasons for suspension.
2. The date(s) and duration of the suspension.

If the employee is suspended upon oral notice, written confirmation of such oral notice shall be given to the employee as soon as reasonable.

14.6 Review Hearing

The employee shall be granted a hearing before the Board of Education or a committee thereof to review the suspension if the employee makes a written request for such hearing to the Superintendent within ten (10) days of receipt of the written notice of suspension. The employee shall have the right to be represented at the hearing by legal counsel or other representative, present witnesses on his/her behalf and cross-examine any witness who testifies against him/her.

Upon receipt of a request for a review hearing, a hearing date shall be promptly scheduled and the employee shall be given written notification of the time and place of the hearing at least ten (10) days prior to the review, as determined by the date of the notification letter. The notification shall set forth the procedure to be followed at the review hearing as stated below.

14.7 Review Hearing Procedures

1. The hearing shall be conducted in closed session.
2. The employee may be represented by a person of the employee's choice.
3. The school officials and then the employee shall make a short opening statement as to their position on the dispute.
4. The school officials shall first present their evidence in oral or written form.
5. After the school officials conclude their evidentiary presentation, the employee may present evidence to refute the charges orally or in writing.
6. Each party shall be afforded an opportunity to cross-examine all witnesses who testify and to examine all written evidence presented.
7. All relevant evidence shall be received by the Board without regard to the rules of evidence in such a manner as are appropriate in the circumstances.
8. The school officials and then the employee may make closing statements at the conclusion of the hearing.
9. The hearing may be recorded stenographically or by tape at the direction of either party at its own expense. If either party makes a recordation, the other party shall be offered an opportunity to purchase a copy of the transcript or to reproduce the tape.
10. The Board of Education, based upon the preponderance of the evidence, may uphold, modify or reverse the suspension. If the Board reverses the suspension, the employee's lost wages shall be refunded and his/her record expunged of any notices or material relating to the suspension.

14.8 Employee Discipline

1. No Employee shall be discharged without just cause. Dismissal procedures are provided in Section 24-12 of the Illinois School Code.

ARTICLE XV
VACANCIES, TRANSFERS and PROMOTIONS

15.1 The Superintendent or his/her designee shall post in the school building notice of all openings. Such notice shall be accompanied by a statement of minimum qualifications. No openings shall be filled, except on a temporary basis, until such openings shall have been posted. Any new opening, which arises after August 1st, through the end of the following school term, may be filled after said opening has been posted. Teachers may be included in the interview process. The Board has the right to decide when an opening exists.

15.2 Any teacher presently on tenure, or eligible for continuing contractual service in the coming school term, may apply for transfer within the district. Such application shall be in writing to the Superintendent or his/her designee within (10) business days of the posting. All vacancies shall be processed and filled in accordance with the procedures outlined in Senate Bill 7. In filling vacancies within the bargaining unit, those presently employed who are qualified and who have applied for such positions shall be given consideration and afforded an interview. Such application shall be in writing to the Superintendent or his/her designee.

15.3 Teachers shall be advised in writing prior to the end of the school term of any change in their assignment for the coming school year, if the reasons prompting such change were known prior to June 1st. Change in assignment after this date shall be made known to the teacher as promptly as possible and shall be made only as the educational needs of the district shall require.

15.4 All reassignments of a teacher during the school term shall be made only after a conference between the teacher and appropriate administrators.

15.5 The grievance procedure shall not be applicable to Sections 15.3 and 15.4.

ARTICLE XVI
EFFECT of AGREEMENT

16.1 Complete Understanding

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

16.2 Savings Clause

Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections and clauses shall remain in full force and effect.

16.3 Term of Agreement

This Agreement shall be effective July 1, 2022 and shall continue in effect until June 30, 2027.


This Agreement is signed this 21st day of April 2022

IN WITNESS WHEREOF:

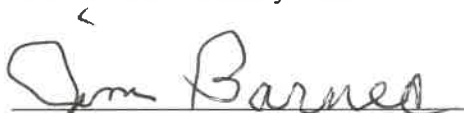
For the Marseilles Elementary
District No. 150 Teacher's Association


President


Secretary MEA Negotiations Vice Pres.


Negotiator

For the Board of Education of
Marseilles Elementary District 150


President


Secretary


Superintendent